

## AGENDA



Garden Grove City  
Council

Tuesday, November 24,  
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

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**COVID-19 Information:** Masks are required to be worn and adherence to six foot distancing from others when attending public meetings.

**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:** 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

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

### 1. PRESENTATIONS

- 1.a. Update on the Garden Grove Police Department achieving accreditation awarded by the Commission on Accreditation for Law Enforcement Agencies as presented by Police Chief DaRé.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

### 3. CONSENT ITEMS

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

- 3.a. Adoption of a Resolution for the Fiscal Year 2019-20 Measure M (M2) Annual Expenditure Report. *(Action Item)*
- 3.b. Receive and file the Fiscal Year 2019-20 Development Impact Fee Annual Report. *(Action Item)*
- 3.c. Approval to exonerate Tract Map No. 18078 improvement bonds for property located at 11222 Garden Grove Boulevard, Garden Grove. *(Action Item)*
- 3.d. Approval of a Quitclaim of Easement Relinquishing Vehicular Access to Investel Garden Resorts, LLC, for the northwest corner of the Site C property on Harbor Boulevard, Garden Grove. *(Action Item)*

- 3.e. Adoption of a Resolution approving a summary vacation of public utility easements on Site C property at Twintree Lane east of Harbor Boulevard and Choisser Road, Garden Grove. (*Action Item*)
- 3.f. Approval of an agreement for sharing consultant costs for the 2020 Urban Water Management Plan with participating agencies and the Municipal Water District of Orange County. (Shared Cost Amount: \$31,650) (*Action Item*)
- 3.g. Authorize the issuance of a purchase order for one new utility body truck to the National Auto Fleet Group. (Cost: \$53,365.85) (*Action Item*)
- 3.h. Authorize the issuance of a purchase order for one new Public Works utility body truck to the National Auto Fleet Group. (Cost: \$88,549.09) (*Action Item*)
- 3.i. Award a contract for graffiti abatement services to Graffiti Protective Coatings, Inc. (Cost: \$240,240 per year) (*Action Item*)
- 3.j. Receive and file minutes from the meeting held on November 10, 2020. (*Action Item*)
- 3.k. Receive and file warrants. (*Action Item*)

#### 4. ITEMS FOR CONSIDERATION

- 4.a. Award a contract for City Project No. 2163101280 Garden Grove Park Improvements Revised to Land Forms Landscape Construction, Inc. (Cost: \$750,321) (*Action Item*)
- 4.b. Award a contract for IFB No. S-1274 On-Call Reclaimed Asphalt Pavement Slurry Seal for various city streets to American Asphalt South. (Cost: \$750,000) (*Action Item*)
- 4.c. Award a contract for Project 7402 - Magnolia Reservoir and Booster Pump Station Rehabilitation to Pacific Hydrotech Corporation. (Cost: \$3,204,880) (*Action Item*)

#### 5. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

- 5.a. Resolution of Commendation for Orange County Hospitals and health care systems for their contributions during the COVID-19 pandemic, as requested by the City Council. (*Action Item*)

#### 6. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, December 8, 2020, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

***Happy Thanksgiving!***

**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 for the Fiscal Year 2019-20 Measure M (M2) Annual Expenditure Report. ( <i>Action Item</i> )		
		Date:	11/24/2020

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**OBJECTIVE**

For the City Council to adopt a Resolution for Fiscal Year 2019-20 Renewed Measure M (M2) Annual Expenditure Report as required by the Local Transportation Authority Ordinance No. 3.

**BACKGROUND**

Per M2, each local agency is required to submit approved documentation to the Orange County Transportation Authority to maintain M2 eligibility for Local Fair Share appropriations and competitive grant funding.

**DISCUSSION**

Per Local Transportation Authority Ordinance No. 3, local jurisdictions are required to adopt an Annual Expenditure Report to account for beginning/ending balances, Local Fair Share distributions, transportation facilities fees, and Maintenance of Effort expenditures. The Expenditure Report has been prepared by the Finance Department and has been signed and certified by the Finance Director.

**FINANCIAL IMPACT**

There is no impact to the General Fund. The attached report is necessary to receive M2 revenues and competitive grant funding.

**RECOMMENDATION**

It is recommended that the City Council:

- Adopt the attached Resolution adopting the Fiscal Year 2019-20 Renewed Measure M (M2) Annual Expenditure Report; and
- Authorize the Finance Director to submit the Renewed Measure M (M2) Annual Expenditure Report to the Orange County Transportation Authority.



By: Ana V. Neal, Sr. Administrative Analyst

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution	11/16/2020	Resolution	11-24- 20_Annual_Expenditure_Report.pdf
FY19-20 M2 Annual Expenditure Report	11/10/2020	Backup Material	FY19- 20_M2_Annual_Expenditure_Report.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
CONCERNING THE MEASURE THE FISCAL YEAR 2019-20 M2 ANNUAL EXPENDITURE  
REPORT.

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds;

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove does hereby inform OCTA that:

- a) The M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.
- b) The M2 Expenditure Report is hereby adopted by the City of Garden Grove.
- c) The City of Garden Grove's Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2020.

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2020**  
**Beginning and Ending Balances**

Description		Line No.	Amount	Interest
<b>Balances at Beginning of Fiscal Year</b>				
<b>A-M</b>	Freeway Projects	1	\$ -	\$ -
<b>O</b>	Regional Capacity Program (RCP)	2	\$ (492,127.00)	\$ -
<b>P</b>	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
<b>Q</b>	Local Fair Share	4	\$ 1,547,170.00	\$ 37,466
<b>R</b>	High Frequency Metrolink Service	5	\$ -	\$ -
<b>S</b>	Transit Extensions to Metrolink	6	\$ -	\$ -
<b>T</b>	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
<b>U</b>	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 111,286.00	\$ 2,447
<b>V</b>	Community Based Transit/Circulators	9	\$ -	\$ -
<b>W</b>	Safe Transit Stops	10	\$ -	\$ -
<b>X</b>	Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
	Other*	12	\$ 952,839.00	\$ 13,542
<b>Balances at Beginning of Fiscal Year</b>		13	\$ 2,119,168.00	\$ 53,455
	Monies Made Available During Fiscal Year	14	\$ 3,930,170.21	\$ 44,403
<b>Total Monies Available (Sum Lines 13 &amp; 14)</b>		15	\$ 6,049,338.21	\$ 97,858
	Expenditures During Fiscal Year	16	\$ 3,913,250.88	\$ 97,858
<b>Balances at End of Fiscal Year</b>				
<b>A-M</b>	Freeway Projects	17	\$ -	\$ -
<b>O</b>	Regional Capacity Program (RCP)	18	\$ 2,034.65	\$ -
<b>P</b>	Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
<b>Q</b>	Local Fair Share	20	\$ 523,090.93	\$ (45,404)
<b>R</b>	High Frequency Metrolink Service	21	\$ -	\$ -
<b>S</b>	Transit Extensions to Metrolink	22	\$ -	\$ -
<b>T</b>	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
<b>U</b>	Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 128,572.50	\$ 2,447
<b>V</b>	Community Based Transit/Circulators	25	\$ -	\$ -
<b>W</b>	Safe Transit Stops	26	\$ -	\$ -
<b>X</b>	Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
	Other*	28	\$ 1,482,389.25	\$ 42,957


\* Please provide a specific description: This pertains to Traffic Mitigation Fees net of expenditures related to traffic signal improvements.

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2020**  
**Sources and Uses**

Description		Line No.	Amount	Interest
<b>Revenues:</b>				
<b>A-M</b>	Freeway Projects	1	\$ -	\$ -
<b>O</b>	Regional Capacity Program (RCP)	2	\$ 517,676	\$ -
<b>P</b>	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
<b>Q</b>	Local Fair Share	4	\$ 2,668,335	\$ 14,988
<b>R</b>	High Frequency Metrolink Service	5	\$ -	\$ -
<b>S</b>	Transit Extensions to Metrolink	6	\$ -	\$ -
<b>T</b>	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
<b>U</b>	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 170,514	\$ -
<b>V</b>	Community Based Transit/Circulators	9	\$ -	\$ -
<b>W</b>	Safe Transit Stops	10	\$ -	\$ -
<b>X</b>	Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
	Other*	12	\$ 573,646	\$ 29,415
<b>TOTAL REVENUES (Sum lines 1 to 12)</b>		13	\$ 3,930,170	\$ 44,403
<b>Expenditures:</b>				
<b>A-M</b>	Freeway Projects	14	\$ -	\$ -
<b>O</b>	Regional Capacity Program (RCP)	15	\$ 23,514	\$ -
<b>P</b>	Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
<b>Q</b>	Local Fair Share	17	\$ 3,692,414	\$ 97,858
<b>R</b>	High Frequency Metrolink Service	18	\$ -	\$ -
<b>S</b>	Transit Extensions to Metrolink	19	\$ -	\$ -
<b>T</b>	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
<b>U</b>	Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 153,227	\$ -
<b>V</b>	Community Based Transit/Circulators	22	\$ -	\$ -
<b>W</b>	Safe Transit Stops	23	\$ -	\$ -
<b>X</b>	Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
	Other*	25	\$ 44,096	\$ -
<b>TOTAL EXPENDITURES (Sum lines 14 to 25)</b>		26	\$ 3,913,251	\$ 97,858
<b>TOTAL BALANCE (Subtract line 26 from 13)</b>		27	\$ 16,919	\$ (53,455)

\* Please provide a specific description: Revenue received pertains to Traffic Mitigations Fees (Fund 064) collected. Expenditures were related to the traffic signal improvements.

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2020**  
**Streets and Roads Detailed Use of Funds**

Type of Expenditure	Line No.	MOE	Developer / Impact Fees*	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 Interest	Other* M2	TOTAL
Indirect and/or Overhead	1	\$ 1,397,023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,397,023
Construction & Right-of-Way														
New Street Construction	2	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Reconstruction	3	-	3,135	23,514	-	-	-	3,611,215	97,858	-	-	-	-	3,735,723
Signals, Safety Devices, & Street Lights	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Pedestrian Ways & Bikepaths	5	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Drains	6	225,063	-	-	-	-	-	40,487	-	-	-	-	-	265,550
Storm Damage	7	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Construction <sup>1</sup>	8	225,063	3,135	23,514	-	-	-	3,651,702	97,858	-	-	-	-	4,001,273
Right of Way Acquisition	9	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Construction & Right-of-Way	10	225,063	3,135	23,514	-	-	-	3,651,702	97,858	-	-	-	-	4,001,273
Maintenance														
Patching	11	-	-	-	-	-	-	-	-	-	-	-	-	-
Overlay & Sealing	12	951,981	-	-	-	-	-	-	-	-	-	-	-	951,981
Street Lights & Traffic Signals	13	546,571	40,960	-	-	-	-	40,712	-	-	-	-	-	628,243
Storm Damage	14	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Street Purpose Maintenance	15	3,515,849	-	-	-	-	-	-	-	-	-	-	-	3,515,849
Total Maintenance <sup>2</sup>	16	5,014,401	40,960	-	-	-	-	40,712	-	-	-	-	-	5,096,073
Other	17	-	-	-	-	-	-	-	-	-	-	-	-	-
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	6,636,487	44,096	23,514	-	-	-	3,692,414	97,858	-	-	153,227	153,227	10,647,596
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdiction's discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures.												
Finance Director Initial:														

<sup>1</sup> Includes direct charges for staff time<sup>2</sup> Other M2 includes A-M, R, S, T, U, V, and W

+ Transportation related only

\* Please provide a specific description

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

[illegible]



**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2020**

I hereby certify that:

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

Patricia Song  
\_\_\_\_\_  
Director of Finance (Print Name)

11/10/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature





**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Receive and file the Fiscal Year 2019-20 Development Impact Fee Annual Report. ( <i>Action Item</i> )	Date:	11/24/2020

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**OBJECTIVE**

For the City Council to receive and file the Fiscal Year 2019-20 Development Impact Fee Annual Report (Report) as required by Government Code Section 66006 (b).

**BACKGROUND**

Annually, the City is required to report on the disposition of collected development fees and to provide information related to the use of these fees when funding capital improvements. Pursuant to Government Code Section 66006 (b), this Report must be reviewed by the City Council at a public meeting, not less than fifteen days after this information is made available to the public. The attached Report summarizes the activity in several development impact fee funds, and it pertains to information for Fiscal Year ending June 30, 2020.

Fees that have been deposited with the City for more than five years must be identified and evaluated as required by Government Code Section 66001 (d)(1). At this time, the City does not have any funds that were originally deposited in, or prior to, June 30, 2015. First funds received are first funds utilized.

**DISCUSSION**

In general, the City collects development impact fees to offset the impacts of new development projects in the City. These impacts are usually associated with increased demand placed on city facilities due to the additional usage of the facilities. For example, the City collects a drainage fee to improve drainage facilities. As development occurs, more of the city's natural surfaces are replaced with paved surfaces. Paved surfaces do not absorb storm water, causing the runoff to go into the public streets. If drainage facilities are not improved, the streets will experience significant flooding that could damage private property.

**FINANCIAL IMPACT**

There is no impact to the General Fund.

### RECOMMENDATION

It is recommended that the City Council:

- Receive and file the Fiscal Year 2019-20 Development Impact Fee Annual Report as required by Government Code Section 66006 (b).

By: Ana V. Neal, Sr. Administrative Analyst

### ATTACHMENTS:

Description	Upload Date	Type	File Name
FY 19-20 Development Impact Fee Report	11/19/2020	Backup Material	11-24-20_Development_Impact_Fee_2019-20_Annual_Report_11.18.20.pdf

**City of Garden Grove  
Development Impact Fee Annual Report  
Fiscal Year 2019-2020**

The following is a report, which was prepared to comply with California Government Code Section 66006. This section requires an annual disclosure and review of collected development impact fees and expenditures. This review is prepared in compliance with the requirements of the code, and it was prepared with the assistance of the Public Works Department and Finance Department.

Government Code Section 66006(b) requires that within 180 days after the last day of the fiscal year the city shall make available the following information for that given year:

- A. A brief description of the type of fee, included as Section 1.0.
- B. The amount of the fee, included as Section 2.0.
- C. The beginning and ending balances of the fund and fees collected and the interest earned, included as Section 3.0.
- D. An identification of each public improvement on which the fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. This is included as Section 4.0.
- E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and if the public improvement remains incomplete. This is included as Section 5.0.
- F. A description of each inter-fund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended, and the rate of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan. No transfers or loans were required or made.
- G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001. No refunds were required or made.

## **Section 1.0. A Brief Description of the Type of Fee in the Account or Fund**

### Drainage Facilities Fee

As city lands are developed, hard surface areas (concrete/paving) increase and directly affect flooding citywide. A drainage fee is charged to fund local drainage improvements that are required to reduce the cumulative impact of increased runoff in the city.

### Transportation Facilities Fee

Development increases the motorist population citywide and the cumulative increase requires constant improvements to meet the demands of the public. The Transportation Facilities Fee is charged to fund projects that relieve traffic congestion either in a specific location or citywide.

### Water Assessment Fees

The fees reflect the cumulative impact of development on the water infrastructure. Water assessment fees are charged per (1) frontage and (2) acreage. The reasoning is that a property with a large frontage will benefit from additional street exposure, including landscaping and will place a greater burden on the water system as opposed to a similar sized parcel with a smaller sized frontage. The fee for acreage is to account for the increased demand placed on the water system by larger properties in general. Together, these fees fund capital projects that are required in order to meet the water needs of an increased population and to upgrade an aging infrastructure.

### Parkway Tree Fee

City parkway trees are located throughout the city. The maintenance and care of the city's urban forest is an ongoing task that involves trimming, planting, removal, sucker removal, installation of root barriers, staking, etc. Additionally, hardscape items, such as curb, gutter, and sidewalk, need removal and replacement due to tree root damage. New development often removes mature trees as part of their project. This fee is collected to pay for the capital improvement costs associated with maintaining the city's parkway trees and adjacent hardscape. In this manner, the city's urban forest is maintained at a service level that is consistent with the public's expectations.

### In Lieu of Parkland Dedication Fee (Quimby Park Fee)

The Quimby Act authorizes the City to require the dedication of parkland or to impose fees for park or recreational purposes as a condition of the approval of a tentative or parcel subdivision map. These fees are used for the purpose of developing new or rehabilitating existing neighborhood or community parks or recreation facilities. This fee is only applied to Subdivision Projects.

### Mitigation Act Park Fee (Citywide Park Fee)

The City charges a Citywide Park Fee applicable to residential developments consisting of non-subdivisions. Consequently, residential developments not subject to the Quimby Park Fee (above) shall be required to remit a park fee as established by City Council for the purposes of providing citywide parks and recreational facilities.

### General Plan and Cultural Arts Fee

California State law requires that every jurisdiction adopt a General Plan. Without a valid General Plan, the City can be legally restricted from making land use changes and approving new development projects. The General Plan fee is established as an impact fee to proportionally pay for the cost of the General Plan Element updates which occur every 10-20 years and include direct consultant contractual costs. The Cultural Arts fee is intended to support a variety of cultural influences including public art and improving the community image through physical form.

### In Lieu Of Undergrounding Fee

This fee is collected in lieu of required utility undergrounding at the request of the developer. The fee will be used to underground overhead utility lines in conjunction with the City's Rule 20A

program funded through Southern California Edison. This will maximize the city's resources and deliver a more cost effective project.

## Section 2.0. Fee Amounts

### Drainage Facilities Fee Schedule

Land Use	Effective 2/12/2019
Single Family (Sq.Ft.)	\$ 0.27
Multi Family (Sq.Ft.)	\$ 0.18
Commercial (Sq.Ft.)	\$ 0.42
Office (Sq.Ft.)	\$ 0.50
Industrial (Sq.Ft.)	\$ 0.47

### Transportation Facilities Fee Schedule

Land Use	Effective 2/12/2019
Single Family (Dwelling Unit)	\$ 1,600
Multi Family (Dwelling Unit)	\$ 990
Hotel/Motel (Room)	\$ 919
Industrial (Sq.Ft.)	\$ 0.57
Retail (Sq.Ft.)	\$ 3.66
Office (Sq.Ft.)	\$ 2.61
Cost Per Trip Fee*	\$ 1,407

*\*'Per Trip Fee' will be applied to land use project categories not listed in this schedule. Additional trip calculations will use the latest Institute of Transportation Engineers Trip Generation Manual.*

### Park Facilities Fee Schedule

#### Quimby Fee - Subdivisions / Neighborhood Parks

Land Use	Effective 2/12/2019
Single Family (Dwelling Unit)	\$ 11,794
Multi Family (Dwelling Unit)	\$ 9,804

#### Mitigation Fee - Non-Subdivisions / Citywide Parks

Land Use	Effective 2/12/2019
Single Family (Dwelling Unit)	\$ 6,061
Multi Family (Dwelling Unit)	\$ 5,038

### Water Assessment Fees

Cost is determined by adding the acreage and frontage charges:

Acreage charge; \$950 per acre.

Frontage charge; \$8 per linear foot for an arterial street or \$4.50 per linear foot for a residential street

### Parkway Tree Fee

Cost = \$2.50 per linear foot of frontage.

### General Plan and Cultural Arts Fee

\$2.00 plus \$1.75/\$1,000.00 or fraction thereof of valuation as determined by the Building Official.

### In Lieu Undergrounding Fee

This fee is equal to the Southern California Edison cost estimate to underground the required poles for the project.

### Section 3.0. Fund Balances, Interest Earned, and Fees Collected

The beginning balance is as of July 1, 2019 and the ending balance is as of June 30, 2020. Fees were collected and interest was earned between those dates.

Drainage Facilities Fee		Transportation Facilities Fee	
Beginning Balance:	\$273,269.93	Beginning Balance:	\$1,421,497.35
Fees Collected:	\$ 67,083.24	Fees Collected:	\$ 573,645.90
Interest Earned:	\$ 789.13	Interest Earned:	\$ 29,414.79
Fees Expended:	\$267,054.07	Fees Expended:	\$ 44,095.75
Ending Balance:	\$ 74,088.23	Ending Balance:	\$1,980,462.29

Quimby Park Fee		Citywide Park Fee	
Beginning Balance:	\$2,075,024.50	Beginning Balance:	\$1,820,784.21
Fees Collected:	\$ 309,985.00	Fees Collected:	\$1,200,803.93
Interest Earned:	\$ 36,296.15	Interest Earned:	\$ 43,261.54
Fees Expended:	\$ 177,933.05	Fees Expended:	\$ 290,409.20
Ending Balance:	\$2,243,372.60	Ending Balance:	\$2,774,440.48

Water Assessment Fee (Acreage)		Water Assessment Fee (Frontage)	
Beginning Balance:	\$0	Beginning Balance:	\$0
Fees Collected:	\$4,288.50	Fees Collected:	\$11,519.91
Interest Earned:	\$0	Interest Earned:	\$0
Fees Expended:	\$4,288.50	Fees Expended:	\$11,519.91
Ending Balance:	\$0	Ending Balance:	\$0

Parkway Tree Fee		Cultural Arts Fee	
Beginning Balance:	\$0	Beginning Balance:	\$355,711.73
Fees Collected:	\$60,903.33	Fees Collected:	\$108,244.37
Interest Earned:	\$0	Interest Earned:	\$ 6,948.78
Fees Expended:	\$60,903.33	Fees Expended:	\$ 22,624.25
Ending Balance:	\$0	Ending Balance:	\$448,280.63

General Plan Fee		In Lieu of Undergrounding Fee	
Beginning Balance:	\$78,058.14	Beginning Balance:	\$0
Fees Collected:	\$144,812.73	Fees Collected:	\$0
Interest Earned:	\$ 9,296.93	Interest Earned:	\$0
Fees Expended:	\$ 0	Fees Expended:	\$0
Ending Balance:	\$232,167.80	Ending Balance:	\$0

## Section 4.0. List of Public Improvements Funded by Each Fee

An identification of each public improvement on which the fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

### Drainage Facilities Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Acacia Storm Drain	\$52,153.36	\$52,153.36	100%
Cannery Imperial Storm Drain	\$214,900.71	\$3,683,751.88	6%

### Water Assessment Fees

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Capital Replacement (Lines, meters, hydrants, laterals and gate valves citywide)	\$15,808.41	\$2,366,720.92 <i>City's total water appurtenance expenditures for FY19/20)</i>	1%

### Parkway Tree Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Parkway Tree Capital Improvements at Locations Citywide	\$60,903.33	\$1,340,973.05 <i>City's total parkway tree capital costs for FY19/20)</i>	5%

### Quimby Park Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Park-Facilities Master Plan	\$26,972.85	\$27,165.33	99%
Park Capital Replacement	\$33,898.00	\$33,898.00	100%
Indoor Sports Complex	\$57,500.00	\$57,500.00	100%
Park Improvements	\$41,075.07	\$75,961.02	54%
Lightpole Replacement 18/19	\$18,487.13	\$18,487.13	100%



## Cultural Arts Fees

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Public Arts Fund & Community Events	\$22,624.25	\$22,624.25	100%

## Transportation Facilities Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Haster/Lampson Traffic Signal Modification	\$40,960.32	\$42,432.32	97%
Euclid/Westminster Intersection Improvement	\$3,135.43	\$31,352.46	10%

## Citywide Park Fees

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Off Street Bike Trail	\$101,881.91	\$1,976,917.55	5%
Parks & Facilities Master Plan	\$9,881.94	\$9,881.94	100%
Atlantis Play Center	\$143,759.40	\$143,759.40	100%
Park Improvements	\$34,885.95	\$75,961.02	46%

## In-Lieu of Undergrounding Fees

No expenditures were incurred in Fiscal Year 2019-20

## Section 5.0. List of Approximate Construction Dates for Public Improvements

An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001.

### Drainage Facilities Fee

Project	Start Date	Completion Date
Bartlett Storm Drain Project	TBD	TBD
Yockey/Newland Phase II	TBD	TBD
Acacia Storm Drain Project	July 2021	December 2021

### Transportation Facilities Fee

Project	Start Date	Completion Date
Traffic Signal Modifications (Citywide)	Ongoing	Ongoing
Chapman/Lamplighter New Traffic Signal	TBD	TBD
Katella Traffic Signal Synchronization Project	Ongoing	TBD
Vehicle Miles Travel Study	Ongoing	December 2020
Highway Safety Improvement Program - Local Roadway Safety Program Grant	Ongoing	September 2021
Euclid/Westminster Intersection Improvement Construction Phase	November 2021	May 2022
Amber Alert Message Sign Repairs	Ongoing	June 2021
Citywide Speed Survey	February 2021	September 2021
Garden Grove/Gilbert & Garden Grove/Galway Traffic Signal Modifications	In Design	September 2021

### Water Assessment Fees

Project	Start Date	Completion Date
Citywide Capital Replacement (includes lines, meters, and valves)	Ongoing	Ongoing

### Parkway Tree Fee

Project	Start Date	Completion Date
Tree-Related Capital Improvements	Ongoing	Ongoing

### Community & Economic Development – General Plan Fee

Project	Start Date	Completion Date
Safety Element Update	July 2020	October 2021

## Community Services - Quimby Park Fee & Citywide Park Fee

Project	Start Date	Completion Date
Park Pools Equipment Improvements	Ongoing	Ongoing
Master Plan Improvements	Ongoing	Ongoing
Replacement of Exterior Fence at Atlantis	Ongoing	December 2020
Picnic Shelters	Ongoing	Ongoing
Amphitheater Improvements	TBD	TBD
Buena Clinton Youth Family Center	TBD	TBD
West Grove Building ADA Improvements	TBD	TBD
Shade Structures for City Pools	Ongoing	June 2021
Lightpole Replacement	Ongoing	Ongoing
Garden Grove Park	December 2020	December 2021
Magnolia Park Fence and Playground	TBD	TBD

## Cultural Art Fees

Project	Start Date	Completion Date
Cultural Art Projects & Community Events	TBD	TBD

## In Lieu of Undergrounding Fee

Project	Start Date	Completion Date
Projects to be identified once enough funding is secured	TBD	TBD

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

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

Dept.: City Manager Dept.: Public Works

Subject: Approval to exonerate Tract Map No. 18078 improvement bonds for property located at 11222 Garden Grove Boulevard, Garden Grove.  
(Action Item) Date: 11/24/2020

---

**OBJECTIVE**

To request City Council approval to exonerate the improvement bonds for Tract Map No. 18078 for property located on the south side of Garden Grove Boulevard, east of Euclid Street at 11222 Garden Grove Boulevard, Garden Grove.

**BACKGROUND**

The subject subdivision was approved by the City Council on June 26, 2018, and it comprises a 16-unit project that includes new commercial space in work-live units along Garden Grove Boulevard and new residential units. Easements for a public utility, vehicle access, domestic water, and appurtenances have been dedicated.

**DISCUSSION**

The Subdivision Improvement Agreement requires the posting of improvement bonds to ensure completion of the improvement of street, sewer, water, drainage, and related onsite improvements for the subject development. With the work completed, the following improvement bonds are ready for exoneration:

<b>Public Improvement</b>	<b>Amount</b>
Faithful Performance	\$255,531.05
Labor and Material	\$127,765.22
Monument	\$ 4,500.00

**FINANCIAL IMPACT**

There is no financial impact to the General Fund.

**RECOMMENDATION**

It is recommended that the City Council:

- Approve the exoneration of the improvement bonds listed above for Tract Map No. 18078, located at 11222 Garden Grove Boulevard, Garden Grove (on the south side of Garden Grove Boulevard, east of Euclid Street).

By: Kamyar Dibaj, Project Engineer

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Approval of a Quitclaim of Easement Relinquishing Vehicular Access to Investel Garden Resorts, LLC, for the northwest corner of the Site C property on Harbor Boulevard, Garden Grove. (Action Item)		
		Date:	11/24/2020

---

**OBJECTIVE**

To obtain City Council approval of a Quitclaim of Easement Relinquishing Vehicular Access to Investel Garden Resorts, LLC, for the northwest corner of Site C on Harbor Boulevard.

**BACKGROUND**

In 1965, the then owner of the property we now refer to as Site C along Harbor Boulevard north of Twintree Avenue relinquished vehicular access rights to Harbor Boulevard on the northwest corner of the property. The exact location is described and depicted in Attachment A to the Quitclaim Deed. The relinquishment of vehicular access rights was memorialized by the attached 1965 easement recorded in favor of the City of Garden Grove.

**DISCUSSION**

With the approval of the PUD and development rights for the construction of a hotel development, the vehicular access relinquishment easement is no longer necessary or desirable. The attached Quitclaim Deed will release the vehicular access relinquishment and easement.

**FINANCIAL IMPACT**

None.

**RECOMMENDATION**

It is recommended that the City Council:

- Approve the Quitclaim of Easement Relinquishing Vehicular Access to Investel Garden Resorts, LLC, for the northwest corner of the Site C property on Harbor Boulevard, Garden Grove; and
- Authorize the City Manager to execute and record the quitclaim deed.

**ATTACHMENTS:**

Description	Upload Date	Type	File Name
Quitclaim Deed	11/17/2020	Backup Material	Quitclaim_Deed-Site_C_Harbor_Vehicle_Access_Requishment_Easement.docx
Exhibit A-Quitclaim Deed Legal Description	11/17/2020	Backup Material	Exh_A_-_201002_-_EXCEPTION_28_-_1ST_SUBMITTAL.pdf
1965 Easement Deed	11/17/2020	Backup Material	Harbor_Vehicular_Ingress-Egress_access_right_relinquishment_(easement_deed)_Book_7569_Page_11.pdf

**RECORDING REQUESTED BY:**

City of Garden Grove

**AND WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO:**

Investel Garden Resorts, LLC  
12966 Euclid Street, Suite 300  
Garden Grove, CA 92840

APN NOS: 231-521-02, -03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED  
Release of Vehicular Access Restriction/Easement**

THE UNDERSIGNED GRANTORS DECLARE:

DOCUMENTARY TRANSFER TAX is \$0 -- No Consideration

\_\_\_\_ Computed on the consideration or value of property conveyed; OR

\_\_\_\_ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

The land, tenements or realty is located in: \_\_\_\_ unincorporated area X City of Garden Grove

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, THE CITY OF GARDEN GROVE, A MUNICIPAL CORPORATION (Grantor) hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM TO INVESTEL GARDEN RESORTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (Grantee), the vehicular access restriction and easement as described in the Easement Deed to the City of Garden Grove recorded June 24, 1965 as instrument number 21229 in book 7569, page 11, of official records, in the office of the County Recorder of the County of Orange, State of California, encumbering the following described real property in the City of Garden Grove, County of Orange, State of California:

**Described and depicted in "Exhibit A" to this Quitclaim Deed.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott C. Stiles, City Manager

MAIL TAX STATEMENTS AS DIRECTED ABOVE



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 \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared Scott C. Stiles, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION TO PROPERTY**

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

ALL OF THAT VEHICULAR INGRESS AND EGRESS RELINQUISHMENT ALONG HARBOR BOULEVARD IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN THE EASEMENT DEED TO THE CITY OF GARDEN GROVE RECORDED JUNE 24, 1965 AS INSTRUMENT NUMBER 21229 IN BOOK 7569, PAGE 11, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### **LINE 1**

**BEGINNING (POB)** AT THE INTERSECTION OF THE EASTERLY LINE OF THE WESTERLY 60 FEET OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ORANGE, WITH THE SOUTHERLY LINE OF THE NORTHERLY 12 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE, 2.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**, SAID **POINT "A"** IS THE **POINT OF TERMINATION (POT)** OF LINE 1.

#### **LINE 2**

**BEGINNING (POB)** AT A POINT ALONG SAID EASTERLY LINE FROM WHENCE SAID POINT LIES SOUTHERLY ALONG SAID EASTERLY LINE, 30.00 FEET FROM SAID **POINT "A"**;

THENCE CONTINUING SOUTHERLY ALONG SAID EASTERLY LINE, 43.00 FEET, TO A POINT HEREINAFTER REFERRED TO AS **POINT "B"**, SAID **POINT "B"** IS THE **POINT OF TERMINATION (POT)** OF LINE 2.

#### **LINE 3**

**BEGINNING (POB)** AT A POINT ALONG SAID EASTERLY LINE FROM WHENCE SAID POINT LIES SOUTHERLY ALONG SAID EASTERLY LINE, 30 FEET FROM SAID **POINT "B"**

THENCE CONTINUING SOUTHERLY ALONG SAID EASTERLY LINE, 9.86 FEET TO THE INTERSECTION WITH SAID EASTERLY LINE, AND THE NORTHERLY LINE OF THE SOUTHERLY 200 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTH EAST QUARTER OF SAID SECTION, SAID POINT ALSO BEING THE **POINT OF TERMINATION (POT)** OF LINE 3.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

AS DEPICTED ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

*Byron J. Cazar*  
BYRON J. CAZAR, F.L.S.  
P.L.S. 9337, EXP. 03-31-21

10/02/2020  
DATE

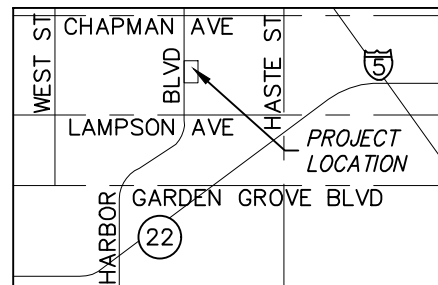


NE 1/4 OF SECTION 34,  
T4S, R10W, S.B.M.

**SHEET REFERENCE NOTE**

SEE SHEET 2 OF 2 FOR EXISTING  
EASEMENTS/DEDICATIONS NOTES.

**VICINITY MAP**

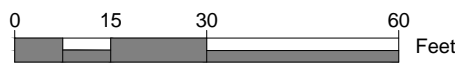
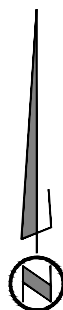
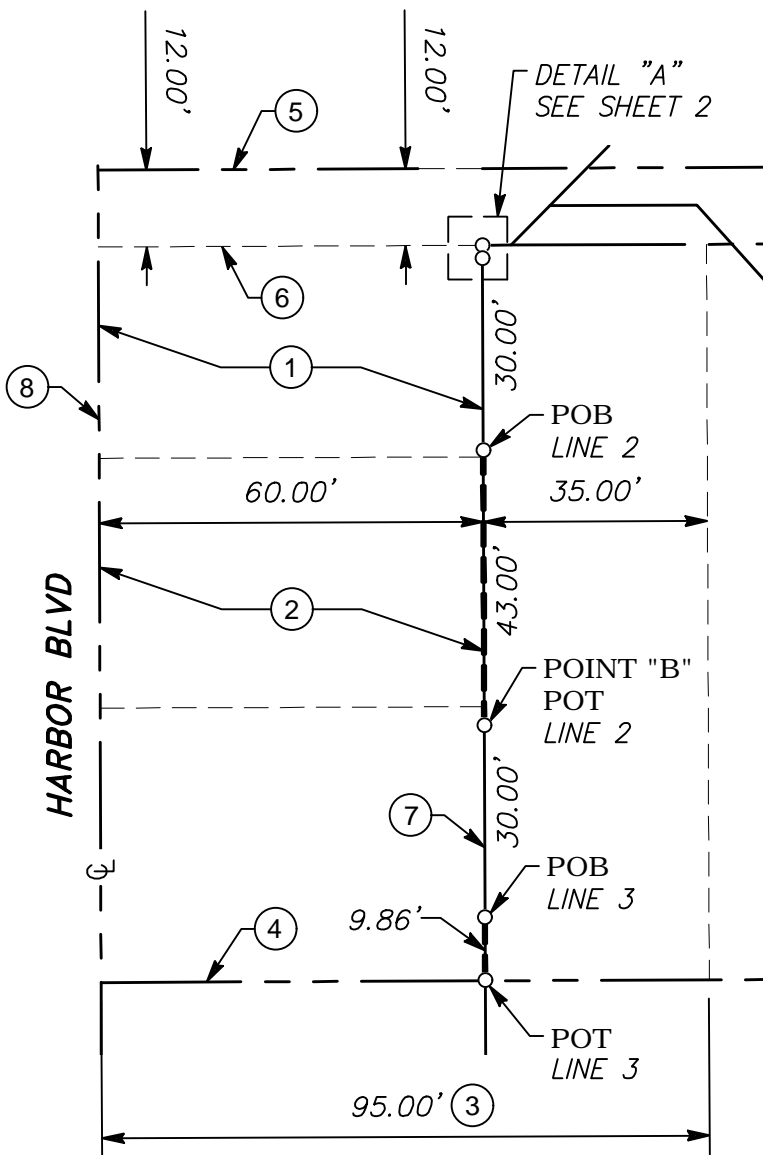


**LEGEND**

- POB POINT OF BEGINNING
- POT POINT OF TERMINATION
- DOC DOCUMENT NUMBER
- O.R. OFFICIAL RECORD
- CL CENTERLINE
- LINES TO BE ABANDONED/VACATED
- o DIMENSION POINT

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE BEARING OF N00°12'40"W ALONG THE CENTERLINE OF HARBOR BLVD AS SHOWN ON THE TRACT MAP NO. 2012 AS RECORDED IN BOOK 55 OF MISCELLANEOUS MAPS, AT PAGES 47 THROUGH 49, INCLUSIVE, ORANGE COUNTY RECORDS.



SCALE 1" = 30'

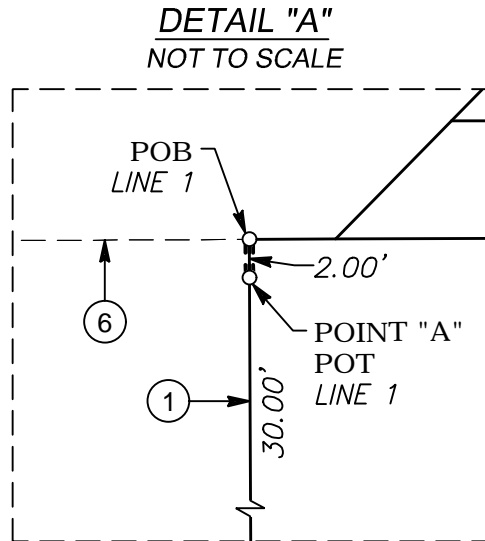
**SHEET 1 OF 2**

SCALE: 1" = 30'  
DATE: 10/02/2020  
DRAWN BY: BPK  
CHECKED BY: BJC

**EXHIBIT "B"**  
**Map to accompany Legal Description**

**MARK THOMAS**  
Page 33 of 378

**EXISTING EASEMENTS/  
DEDICATIONS**



- ① 60' EASEMENT FOR ROAD PURPOSES, RECORDED IN BOOK 5206 OF DEEDS, AT PAGE 460, O.R., RECORDED 04/21/1960
- ② 60' EASEMENT FOR ROAD PURPOSES, RECORDED IN BOOK 5206 OF DEEDS, AT PAGE 459, O.R., RECORDED 04/21/1960
- ③ 95' EASEMENT FOR ROAD PURPOSES, RECORDED IN BOOK 3174, PAGE 569 OF DEEDS, O.R., EASTERLY 35' OF SAID DEED ABANDONED PER RESOLUTION NO. 2961-65, IN BOOK 8193, PAGE 441, O.R.
- ④ NORTHERLY LINE OF THE SOUTHERLY 200' OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 34, T4S, R10W, S.B.M.
- ⑤ NORTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 34, T4S, R10W, S.B.M.
- ⑥ SOUTHERLY LINE OF THE NORTHERLY 12' OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 34, T4S, R10W, S.B.M.
- ⑦ EASTERLY LINE OF THE WESTERLY 60' OF THE NE 1/4 OF SECTION 34, T4S, R10W, S.B.M.
- ⑧ WESTERLY LINE OF THE NE 1/4 OF SECTION 34, T4S, R10W, S.B.M.

**SHEET 2 OF 2**

SCALE: N.T.S.  
DATE: 10/02/2020  
DRAWN BY: BPK  
CHECKED BY: BJC

**EXHIBIT "B"**  
**Map to accompany Legal Description**

# Parcel Map Check Report

Parcel Name: LINE TO BE ABANDONED - EXC 28 - Standard : 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 11,295.6475'

East: 10,055.2568'

Segment# 1: Line

Course: S0°12'40"E

Length: 2.00'

North: 11,293.6476'

East: 10,055.2642'

Segment# 2: Line

Course: S0°12'40"E

Length: 30.00'

North: 11,263.6478'

East: 10,055.3747'

Segment# 3: Line

Course: S0°12'40"E

Length: 43.00'

North: 11,220.6480'

East: 10,055.5331'

Segment# 4: Line

Course: S0°12'40"E

Length: 30.00'

North: 11,190.6483'

East: 10,055.6437'

Segment# 5: Line

Course: S0°12'40"E

Length: 9.86'

North: 11,180.7883'

East: 10,055.6800'

~~Segment# 6: Line~~

-

~~Course: N54°15'33"W~~

~~Length: 86.30'~~

~~North: 11,231.1979'~~

~~East: 9,985.6331'~~

-

-

~~Segment# 7: Line~~

-

~~Course: N47°12'26"E~~

~~Length: 94.87'~~

~~North: 11,295.6477'~~

~~East: 10,055.2502'~~

-

-

Perimeter: 296.03'

Area: 4,011.88Sq.Ft.

Error Closure: 0.0066

Course: N88°46'28"W

~~Error North : 0.00014~~

~~East: 0.00661~~

~~-~~

~~-~~

~~Precision 1: 44,853.03~~

~~-~~



Recorded at the Request of City of  
Garden Grove. After Recording Return  
to 11391 Acacia Street, Garden Grove,  
California.

Right of Way No. R-10-1

Project

# EASEMENT DEED

1316

For valuable consideration, receipt of which is hereby acknowledged, (I, We)

~~JON D. BOWEN AND JERRY LEE BOWEN~~

DO HEREBY CONVEY, RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE, ANY AND ALL RIGHTS OF VEHICULAR INGRESS AND EGRESS TO OR FROM THAT PORTION OF HARBOR BOULEVARD, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, OVER AND ACROSS THE FOLLOWING DESCRIBED LINES:

**LINE 1:**

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE WESTERLY 60 FEET OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ORANGE, WITH THE SOUTHERLY LINE OF THE NORTHERLY 12 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 2.00 FEET TO A POINT HEREBY DESIGNATED POINT A.

**LINE 2:**

BEGINNING AT A POINT ON ABOVE-MENTIONED EASTERLY LINE, DISTANCE SOUTHERLY THEREON 30.00 FEET FROM ABOVE-DESIGNATED POINT A; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 43.00 FEET TO A POINT HEREBY DESIGNATED POINT B.

**LINE 3:**

BEGINNING AT A POINT ON ABOVE-MENTIONED EASTERLY LINE, DISTANT SOUTHERLY THEREON 30.00 FEET FROM ABOVE DESIGNATED POINT B; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 200 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF ABOVE-MENTIONED SECTION.

THIS CONVEYANCE OF RIGHTS IS MADE AS A DEDICATION TO PUBLIC USE, WHILE ALL OF HARBOR BOULEVARD ADJOINING THE HEREIN GRANTOR'S PROPERTY REMAINS A PUBLIC HIGHWAY, AND FOR SUCH TIME ONLY, SO THAT THE HEREIN GRANTOR'S PROPERTY ABUTTING THE ABOVE DESCRIBED LINES DURING SUCH TIME WILL HAVE NO RIGHT OF ACCESS WHATEVER TO OR FROM SAID ABUTTING PORTION.

DESCRIPTION L.M.  
CHECKED BY R.W.  
APPROVED R.W.

It is understood that the grantor \_\_\_\_\_ grant \_\_\_\_\_ only that portion of the above described land in which he \_\_\_\_\_ has \_\_\_\_\_ an interest.

Dated:

26 Mar 65

*Jon D. Bowen*  
*Jerry Lee Bowen*

This Space for County Recorder's Use Only

FREE

RECORDED AT REQUEST OF  
JULIE MARRIOTT  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
9:05 AM JUN 24 1965  
A WYLE CARLLE, County Recorder



BOOK 7569 PAGE 12

This is to certify that the interest in real property conveyed by the within deed or grant to the City of Garden Grove, a governmental agency, is hereby accepted under authority of Resolution No. 2764-64, adopted by the City Council of said City of Garden Grove on July 14, 1964, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated June 23, 1965

By Quen Wiesner  
City Clerk

STATE OF IOWA

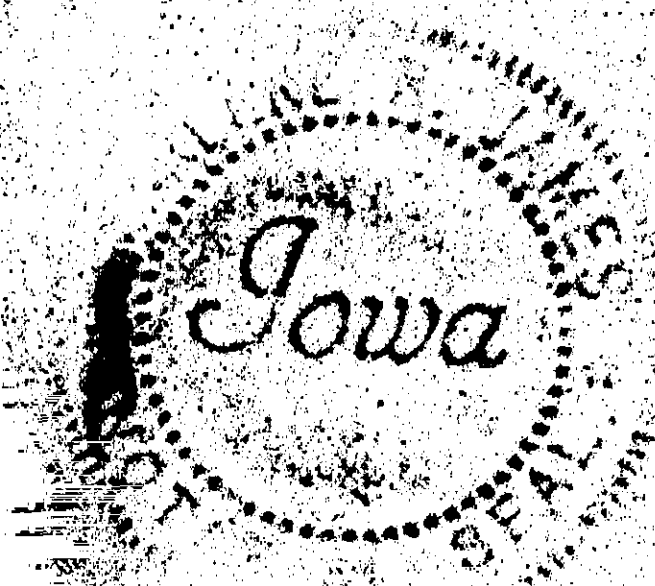
COUNTY OF WINNEBAGO

On March 26, 1965, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom D. Bowen

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same WITNESS my hand and official seal.

Marlene R. James  
Marlene R. James  
Notary Public in and for said County  
and State

My Commission Expires 7-4-66





Form 3001—(Individual) First American Title Company

STATE OF CALIFORNIA

COUNTY OF

Orange

ss.

BOOK 7569

PAGE

13

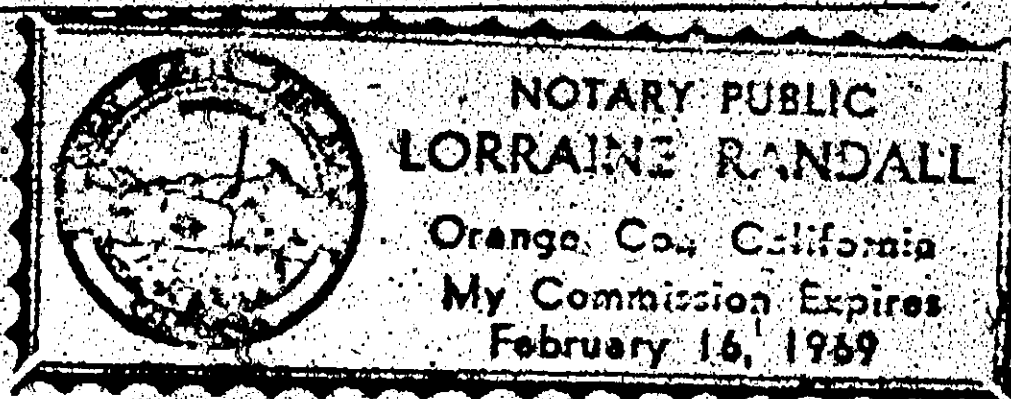
On March 30, 1965, before me, the undersigned, a Notary Public in and for said State, personally appeared King Lee Bower

known to me to be the person whose name  
subscribed to the within instrument and acknowledged to me  
that he executed the same.  
WITNESS my hand and official seal.

Signature

Lorraine Randall

Name (Typed or Printed)



(This area for official notarial seal).



MAR. 1965 - R10-1 (510)



**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 approving a summary vacation of public utility easements on Site C property at Twintree Lane east of Harbor Boulevard and Choisser Road, Garden Grove. (Action Item)		
		Date:	11/24/2020

---

**OBJECTIVE**

For the City Council to adopt a Resolution approving and ordering the vacation of public utility easements no longer needed on Site C at Twintree Lane east of Harbor Boulevard and Choisser Road.

**BACKGROUND**

The prior development on Site C was served by public utility easements along various parcels adjacent to Twintree Lane and Choisser Road for the installation of utility poles and lines for electric and telecommunications service. With the approval of the PUD approving a hotel development, removal of old structures, and consolidation of the parcels, various public utility easements will no longer be needed.

**DISCUSSION**

The location of the public utility easements that will be vacated as having become obsolete either by relocation or replacement, are described in the exhibits to the attached resolution. The easements to be vacated generally run along the northern portion of the lots fronting Twintree Lane and the western portion of the lots adjacent to Choisser Road.

**FINANCIAL IMPACT**

None.

**RECOMMENDATION**

It is recommended that the City Council:

- Adopt the attached Resolution approving a summary vacation of public utility easements on Site C property at Twintree Lane east of Harbor Boulevard.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution	11/17/2020	Resolution	11-24-20_Public_Utility_Easement_Vacation.pdf
Exhibit A1-Twintree PUE	11/17/2020	Resolution	Exh_A1_-_EXCEPTION_10.pdf
Attachment A2-Choisser PUE	11/17/2020	Resolution	Exh_A2_-_EXCEPTION_13.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, APPROVING AND ORDERING THE SUMMARY VACATION OF PUBLIC UTILITY EASEMENTS ON LOTS 213 THROUGH 217 OF TRACT NO. 2012 ON TWINTREE LANE EAST OF HARBOR BOULEVARD AND LOTS 5 THROUGH 8 OF TRACT NO. 2782 ON CHOISSER ROAD

The City Council of the City of Garden Grove, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, a six foot (6') wide public utility easement exists within the northerly six feet (6') of Lots 213 through 217 of Tract No. 2012, as recorded in the records of the County of Orange in Book 55, Pages 47-49, inclusive of Miscellaneous Maps, as described in Attachment "A1" ("Twintree Easement");

WHEREAS, a five foot (5') wide public utility easement exists within the westerly five feet (5') of Lots 5 through 8 of Tract No. 2782, as recorded in the records of the County of Orange in Book 89, pages 24 and 25, inclusive of Maps, as described in Attachment "A2" ("Choisser Easement");

WHEREAS, the redevelopment of the subject properties, known as Site C, included the approval of the development of new hotels as approved by the Garden Grove City Council on November 13, 2012, including General Plan Amendment No. GPA-2-12(B) and Planned Unit Development No. PUD-128-12 ("Redevelopment");

WHEREAS, the property where said Twintree Easement and Choisser Easement is located are vacant and all public utilities will be relocated and new easements will be reserved in conjunction with the Redevelopment;

WHEREAS, the Twintree Easement and Choisser Easement will be superseded by relocation and there are no public facilities located within the subject easements; and

WHEREAS, the provisions of Chapter 4, commencing with Section 8330 of the California Streets and Highways Code, authorize the City Council to summarily vacate a public service easement when the easement has been superseded by relocation, and there are no other public facilities located within the easement; under such circumstances, only one summary vacation action is necessary and published notice, posting, and public hearing are not required.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct, and are incorporated herein by reference.

Section 2. This public service easement summary vacation action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines § 15061(b)(3); this resolution of vacation is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment; this resolution of vacation will not result in any changes to existing environmental conditions that have not already been reviewed in connection with the approvals of the Redevelopment; therefore, there is no possibility that the adoption of this resolution will have a significant effect on the environment, and this public service easement summary vacation action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

Section 3. The City Council hereby orders the vacation of the Twintree Easement within Lots 213 through 217 of Tract No. 2012, as described and depicted in Exhibits "A1" and "B1" attached hereto and incorporated herein by reference, pursuant to the authority set forth under Division 9, Part 3, Chapter 4 of the California Streets and Highways Code (commencing with Section 8330).

Section 4. The City Council hereby orders the vacation of the Choisser Easement within Lots 5 through 8 of Tract No. 2782, as described and depicted in Exhibits "A2" and "B2" attached hereto and incorporated herein by reference, pursuant to the authority set forth under Division 9, Part 3, Chapter 4 of the California Streets and Highways Code (commencing with Section 8330).

Section 5. This public service easement summary vacation does not change the land use designation and is, therefore, hereby found and determined to be in conformity with the City of Garden Grove General Plan Land Use Element. (Streets and Highways Code Section 8313(a))

Section 6. There are no in-place public utility facilities that are in use or that would be affected by the vacation of the public service easement. (Streets and Highways Code Section 8334.5)

Section 7. The City Clerk shall cause a certified copy of this resolution, attested to by the City Clerk under seal, to be recorded in the Office of the Clerk-Recorder of the County of Orange, California, in accordance with the provisions set forth in Section 8336 of the Streets and Highways Code.

Section 8. From and after the date this resolution is recorded, the public service easement identified herein shall no longer constitute a public service easement, the vacation shall be complete, and the public service easement is extinguished.



**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**

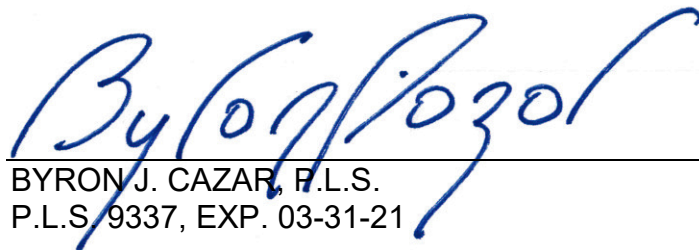
THAT PORTION OF THE "6' PUBLIC UTILITY EASEMENT" AS SHOWN ON TRACT MAP NUMBER 2012, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED FOR RECORD IN BOOK 55 OF MISCELLANEOUS MAPS, PAGES 47 THROUGH 49, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LYING ENTIRELY WITHIN LOTS 213 THROUGH 217, INCLUSIVE, OF SAID TRACT MAP.

**CONTAINING** 2,072 SQUARE FEET OR 0.048 ACRES MORE OR LESS.

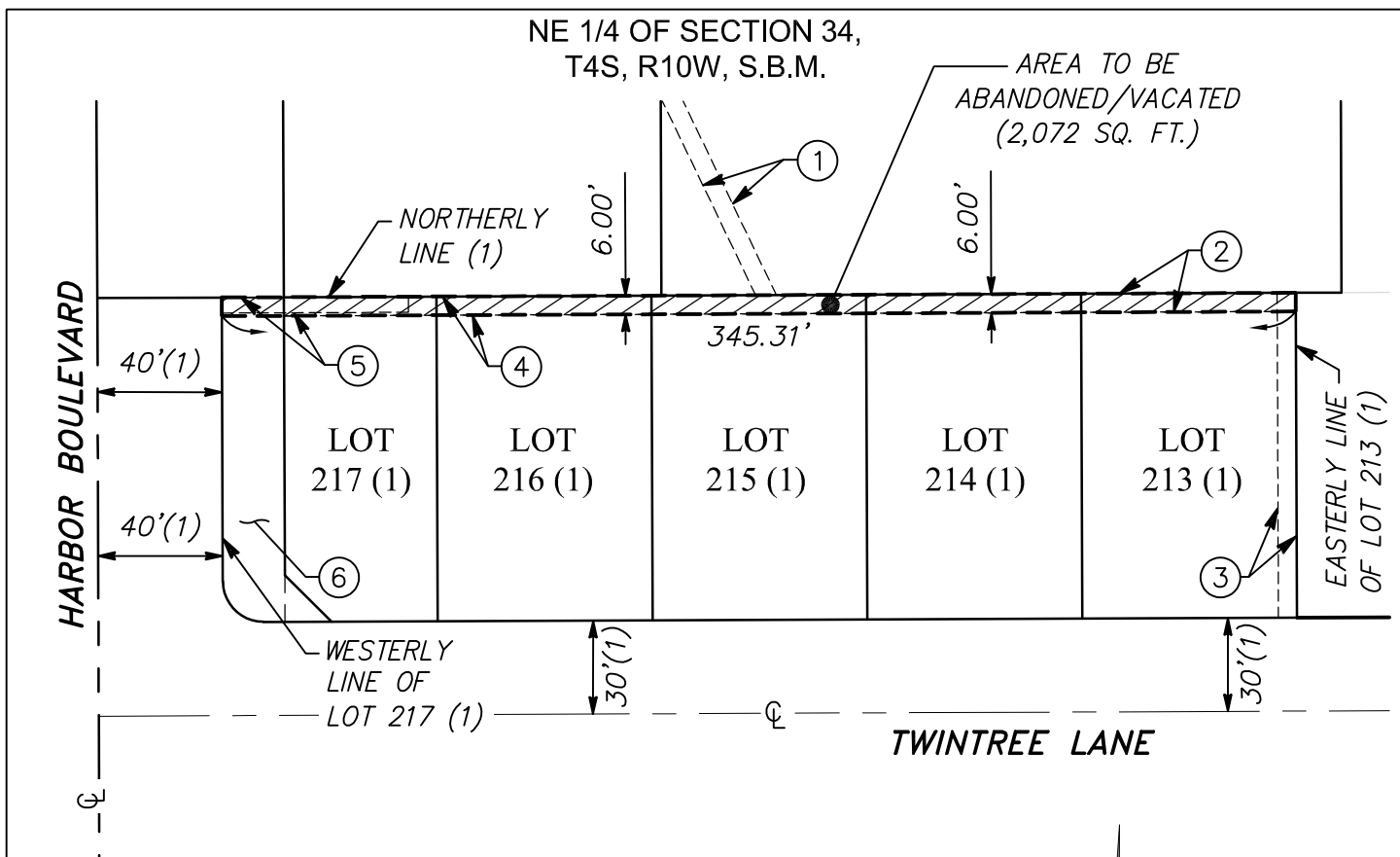
AS DEPICTED ON **EXHIBIT "B1"** ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

  
BYRON J. CAZAR, P.L.S.  
P.L.S. 9337, EXP. 03-31-21

11/12/2020  
DATE





### LEGEND

INST. INSTRUMENT

DOC. DOCUMENT

O.R. OFFICIAL RECORD

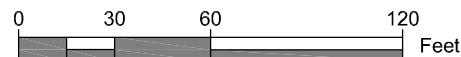
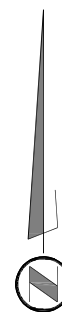
CL CENTERLINE

(1) INDICATES RECORD DATA PER  
TRACT NO. 2012, 55/47-49

AREA TO BE ABANDONED/VACATED

### SHEET REFERENCE NOTE

SEE SHEET 2 OF 2 FOR EXISTING  
EASEMENTS/DEDICATIONS NOTES.

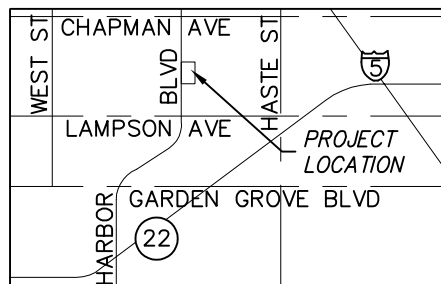


SCALE 1" = 60'

### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR  
THIS DESCRIPTION IS THE  
BEARING OF N00°12'40"W  
ALONG THE CENTERLINE OF  
HARBOR BLVD AS SHOWN ON  
THE TRACT MAP NO. 2012  
AS RECORDED IN BOOK 55  
OF MISCELLANEOUS MAPS, AT  
PAGES 47 THROUGH 49,  
INCLUSIVE, ORANGE COUNTY  
RECORDS.

### VICINITY MAP



SHEET 1 OF 2

SCALE: 1" = 60'  
DATE: 11/12/2020  
DRAWN BY: SYS  
CHECKED BY: BJC

EXHIBIT "B1"  
Map to accompany Legal Description

**MARK THOMAS**  
Page 46 of 378

**EXISTING EASEMENTS/  
DEDICATIONS**

- ① 6' SOUTHERN CALIFORNIA EDISON  
EASEMENT PER INST. NO. 2686, FILED  
IN BOOK 13170, PAGE 730, O.R.,  
RECORDED 06/01/1979.
- ② 6' PUBLIC UTILITY EASEMENT  
RECORDED IN BOOK 55 OF  
MISCELLANEOUS MAPS, AT PAGES 47  
THROUGH 49, INCLUSIVE
- ③ 6' PACIFIC BELL TELEPHONE COMPANY  
PER DOC. 2017000364545, O.R.,  
RECORDED 08/29/2017
- ④ 6' SOUTHERN CALIFORNIA EDISON  
EASEMENT PER INST. NO. 10341, FILED  
IN BOOK 2667, PAGE 2, O.R.  
RECORDED 02/10/1954
- ⑤ 5' PUBLIC UTILITY EASEMENT PER  
INST. NO. 656163, O.R.,  
RECORDED 11/23/1987
- ⑥ PERPETUAL EASEMENT AND  
RIGHT-OF-WAY FOR STREET AND  
HIGHWAY PURPOSES PER INST.  
NO. 9848 FILED IN BOOK 5924,  
PAGE 952, O.R. RECORDED 12/14/1961

SHEET 2 OF 2

SCALE: N.T.S.  
DATE: 11/12/2020  
DRAWN BY: SYS  
CHECKED BY: BJC

EXHIBIT "B1"  
Map to accompany Legal Description

  
**MARK THOMAS**  
Page 47 of 378

# Parcel Map Check Report

Parcel Name: AREA TO BE ABANDONED - EXC 10 - Standard : 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:10,976.2514'

East:10,381.7463'

Segment# 1: Line

Course: S89°44'50"W

Length: 345.31'

North: 10,974.7280'

East: 10,036.4397'

Segment# 2: Line

Course: N0°12'40"W

Length: 6.00'

North: 10,980.7279'

East: 10,036.4176'

Segment# 3: Line

Course: N89°44'50"E

Length: 345.31'

North: 10,982.2514'

East: 10,381.7242'

Segment# 4: Line

Course: S0°14'01"E

Length: 6.00'

North: 10,976.2514'

East: 10,381.7487'

Perimeter: 702.62'

Area: 2,071.86Sq.Ft.

Error Closure: 0.0024

Course: N89°46'40"E

Error North : 0.00001

East: 0.00236

Precision 1: 292,758.33

**EXHIBIT "A2"**  
**LEGAL DESCRIPTION**

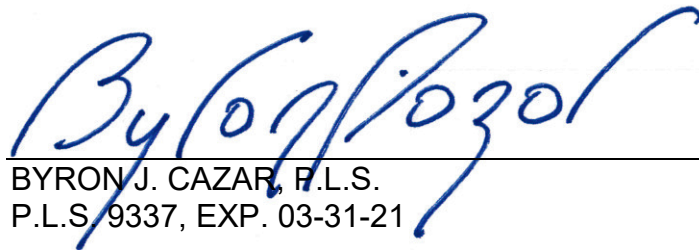
ALL OF THAT "5' PUBLIC UTILITY EASEMENT" AS SHOWN ON TRACT MAP NUMBER 2782, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED FOR RECORD IN BOOK 89, PAGES 24 AND 25, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LYING ENTIRELY WITHIN LOTS 5 THROUGH 8, INCLUSIVE, OF SAID TRACT MAP.

**CONTAINING** 1,294 SQUARE FEET OR 0.030 ACRES MORE OR LESS.

AS DEPICTED ON **EXHIBIT "B2"** ATTACHED HERETO AND MADE A PART HEREOF.

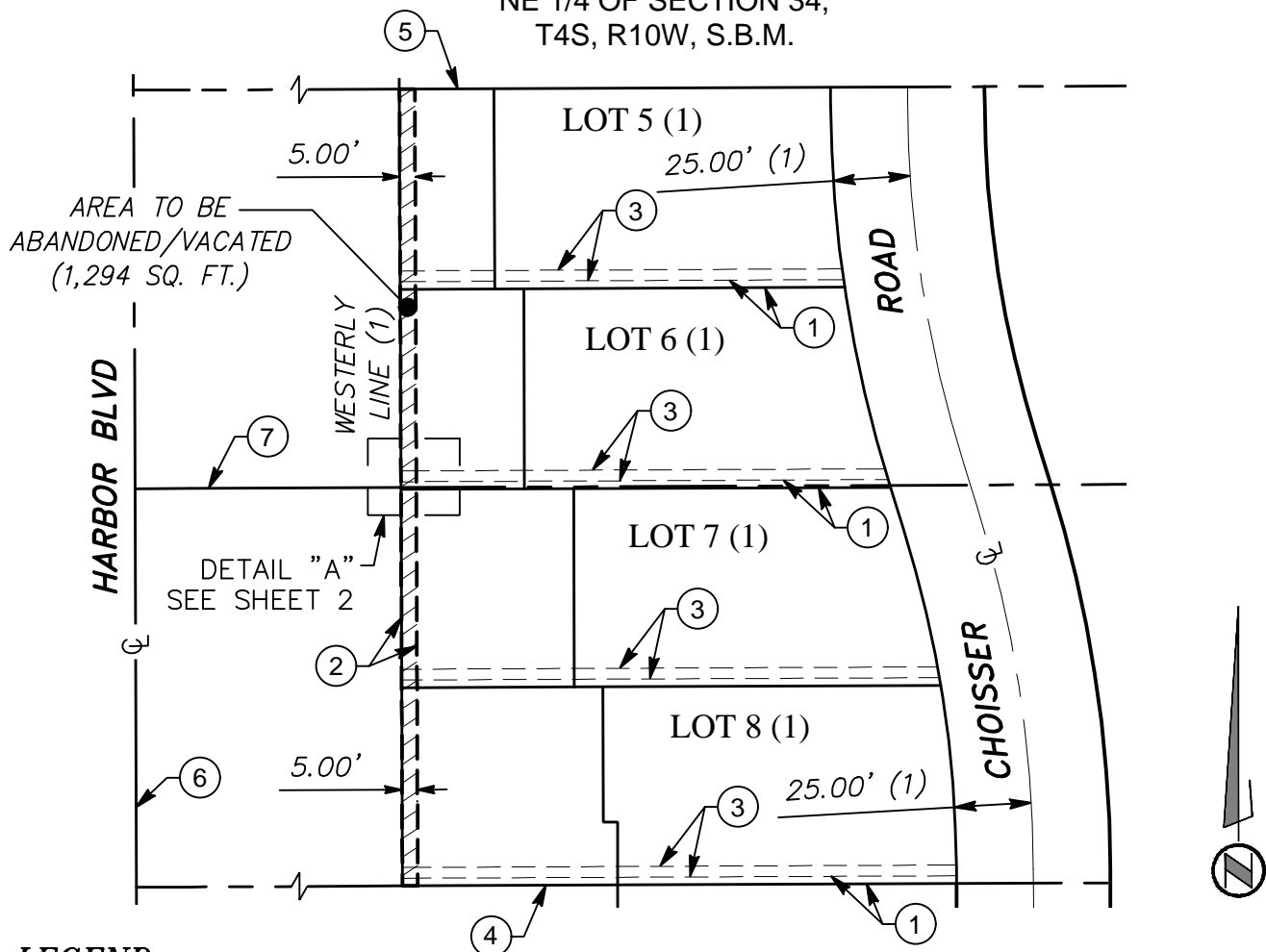
PREPARED BY OR UNDER THE DIRECTION OF:

  
BYRON J. CAZAR, F.L.S.  
P.L.S. 9337, EXP. 03-31-21

11/12/2020  
DATE



NE 1/4 OF SECTION 34,  
T4S, R10W, S.B.M.



### LEGEND

- DOC DOCUMENT NUMBER  
O.R. OFFICIAL RECORD  
CL CENTERLINE  
(1) INDICATES RECORD DATA PER  
TRACT NO. 2782, MB 89/24-25  
[Hatched Box] AREA TO BE ABANDONED/VACATED

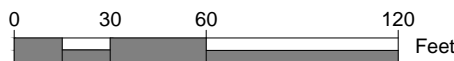
TRACT 2229  
M.B. 67/23-25

### SHEET REFERENCE NOTE

SEE SHEET 2 OF 2 FOR EXISTING  
EASEMENTS/DEDICATIONS NOTES.

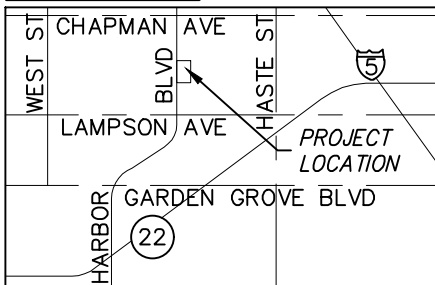
### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR  
THIS DESCRIPTION IS THE  
BEARING OF N00°12'40"W  
ALONG THE CENTERLINE OF  
HARBOR BLVD AS SHOWN ON  
THE TRACT MAP NO. 2012  
AS RECORDED IN BOOK 55  
OF MISCELLANEOUS MAPS, AT  
PAGES 47 THROUGH 49,  
INCLUSIVE, ORANGE COUNTY  
RECORDS.



SCALE 1" = 60'

### VICINITY MAP



SHEET 1 OF 1

SCALE: 1" = 60'  
DATE: 11/12/2020  
DRAWN BY: BPK  
CHECKED BY: BJC

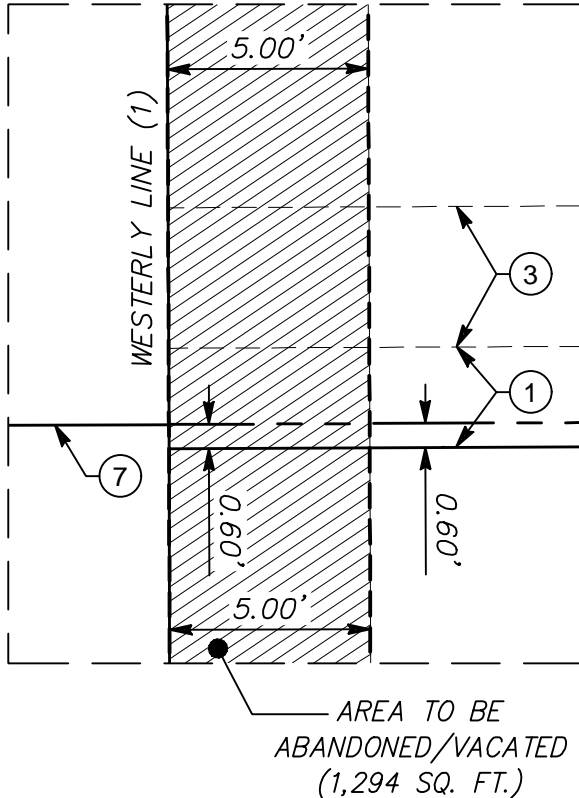
EXHIBIT "B2"  
Map to accompany Legal Description

**MARK THOMAS**  
Page 50 of 378


**EXISTING EASEMENTS/  
DEDICATIONS**

- ① EASEMENT TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED IN BOOK 3671 OF DEEDS, AT PAGE 384, O.R., RECORDED 10/09/1956
- ② 5' PUBLIC UTILITY EASEMENT, AS SHOWN ON TRACT NO. 2782, IN BOOK 89, PAGES 24 AND 25, INCLUSIVE OF MAPS.
- ③ 6' PUBLIC UTILITY EASEMENT RECORDED IN BOOK 3551 OF MISCELLANEOUS MAPS, AT PAGE 382, RECORDED 06/20/1956
- ④ NORTHERLY LINE OF TRACT NO. 2229 IN BOOK 67, PAGES 23 THROUGH 25, INCLUSIVE OF MISCELLANEOUS MAPS.
- ⑤ NORTHERLY LINE OF TRACT NO. 2782, IN BOOK 89, PAGES 24 THROUGH 25, INCLUSIVE OF MAPS
- ⑥ WESTERLY LINE OF THE NE 1/4 OF SECTION 34, T4S, R10W, S.B.M.
- ⑦ THE NORTHERLY LINE OF THE NORTH 129.44 FEET OF THE SOUTH 268.88 FEET OF THE WEST 1/2 OF THE SW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34, T4S, R10W, S.B.M.

**DETAIL "A"  
N.T.S.**



**LEGEND**

- DOC DOCUMENT NUMBER  
O.R. OFFICIAL RECORD  
☉ CENTERLINE  
(1) INDICATES RECORD DATA PER TRACT NO. 2782, MB 89/24-25  
 AREA TO BE ABANDONED/VACATED

**SHEET 2 OF 2**

SCALE: N.T.S.  
DATE: 11/12/2020  
DRAWN BY: BPK  
CHECKED BY: BJC

**EXHIBIT "B2"**  
**Map to accompany Legal Description**

# Parcel Map Check Report

Parcel Name: AREA TO BE ABANDONED - EXC 13 - Standard : 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 11,308.8534'

East: 10,325.2860'

Segment# 1: Line

Course: N0°12'36"W

Length: 258.88'

North: 11,567.7316'

East: 10,324.3372'

Segment# 2: Line

Course: N89°44'37"E

Length: 5.00'

North: 11,567.7540'

East: 10,329.3371'

Segment# 3: Line

Course: S0°12'36"E

Length: 258.88'

North: 11,308.8757'

East: 10,330.2859'

Segment# 4: Line

Course: S89°44'31"W

Length: 5.00'

North: 11,308.8532'

East: 10,325.2860'

Perimeter: 527.76'

Area: 1,294.41Sq.Ft.

Error Closure: 0.0001

Course: S0°15'26"E

Error North : -0.00015

East: 0.00000

Precision 1: 5,277,600.00



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of an agreement for sharing consultant costs for the 2020 Urban Water Management Plan with participating agencies and the Municipal Water District of Orange County. (Shared Cost Amount: \$31,650) ( <i>Action Item</i> )		
		Date:	11/24/2020

---

**OBJECTIVE**

To request that the City Council approve a Cost Sharing Agreement with the Municipal Water District of Orange County (MWDOC) for the preparation of the City's 2020 Urban Water Management Plan.

**BACKGROUND**

The State Department of Water Resources requires that every urban water supplier providing water for more than 3,000 customers, or supplying more than 3,000 acre-feet of water annually, prepare and adopt an Urban Water Management Plan (Plan) that requires an update every five years. The purpose of the Plan is to achieve the efficient use of urban water supplies to protect the ratepayers of Garden Grove and their water resources. The Plan also helps ensure that sufficient water supplies will be available for future beneficial use.

MWDOC was requested to facilitate this joint effort to retain one consulting firm to prepare Plans and to potentially save time and costs through economies of scale. Last June, MWDOC solicited Request for Proposals to prepare the Plan on behalf of MWDOC member agencies, of which Garden Grove is a member. A selection committee evaluated the proposals and recommended Arcadis U.S. Inc. based on their proposal being geared towards efficiency and partnership with MWDOC on obtaining key information such as data collection and reliability analyses.

**DISCUSSION**

In accordance with the Urban Water Management Planning Act of 1983, the Plan update requires preparation, adoption, and submittal to the State Department of Water Resources by July 1, 2021. Staff has limited resources and an aggressive schedule in which to complete the Plan by the required due date. Therefore, staff is seeking to enter into a cost sharing agreement in the amount of \$31,650 with MWDOC to have Arcadis prepare the City's Plan.

#### FINANCIAL IMPACT

Funding for this cost sharing agreement in the amount of \$31,650 is available within the Water Services Budget. There is no impact to the General Fund.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the Professional Services Cost Sharing Agreement between the City and Municipal Water District of Orange County for the preparation of the 2020 Urban Water Management Plan in the amount not to exceed \$31,650; and
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.

By: Cel Pasillas, Water Quality Supervisor

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	11/5/2020	Agreement	Agreement.pdf

**AGREEMENT FOR SHARING CONSULTANT COSTS FOR  
2020 URBAN WATER MANAGEMENT PLANS**

THIS AGREEMENT is made and entered into as of *October 29, 2020*, by  
and between:

1. MWDOC
2. City of Buena Park
3. City of Fullerton
4. City of Garden Grove
5. City of La Palma
6. City of Orange
7. City of Seal Beach
8. City of Tustin
9. City of Westminster
10. Yorba Linda Water District
11. East Orange County Water District
12. City of Fountain Valley
13. City of Newport Beach
14. City of Santa Ana
15. City of Huntington Beach
16. Mesa Water District
17. City of San Clemente
18. El Toro Water District
19. South Coast Water District
20. Trabuco Canyon Water District
21. City of Brea
22. City of La Habra

(collectively "Participating Agencies" and individually "Participating Agency") and the Municipal Water District of Orange County ("MWDOC"). The Participating Agencies and MWDOC are also collectively referred to as "Parties."

**RECITALS**

WHEREAS, under California Water Code section 10621(a), the Participating Agencies are required to update their respective Urban Water Management Plan ("UWMP") at least once every five years; and

WHEREAS, the 2020 UWMP's shall be updated and submitted to the California Department of Water Resources ("DWR") by July 1, 2021; and

WHEREAS, each Participating Agency has the responsibility to prepare a separate 2020 UWMP for submission by July 1, 2021; and

WHEREAS, the Participating Agencies share many water supply characteristics, including water sources, regional water management agencies, location, climate history, and demographics; and

WHEREAS, pursuant to California Water Code section 10620, subdivision (d)(3), the Participating Agencies wish to coordinate the preparation of their 2020 UWMPs in the interest of reducing preparation costs; and

WHEREAS, the Participating Agencies and MWDOC desire to cooperate with each other to obtain economies of scale and thereby reduce preparation costs for each of the Participating Agencies; and

WHEREAS, MWDOC and the Participating Agencies have jointly prepared and agreed to a Scope of Work that was incorporated into a Request for Proposals. In response, four consulting firms submitted proposals which were reviewed by a panel comprised of representatives of MWDOC and several Participating Agencies and which resulted in the selection of Arcadis U.S. Inc. ("Arcadis" or "Consultant") as the consultant to prepare UWMPs for the Participating Agencies (the "Work"); and

WHEREAS, MWDOC and its staff are willing to coordinate this process, including the preparation and administration of a professional services agreement with the Consultant; and the administration of the cost sharing provisions of this Agreement;

NOW, THEREFORE, in consideration of the payment of money as set forth below and the mutual promises of the Parties hereto, it is agreed:

1. Engagement of Consultant and Administration of Consultant Agreement

- 1.1 MWDOC shall award a professional services agreement for the work identified in the Request for Proposals to Arcadis ("Consultant Agreement"). MWDOC shall use its standard professional services agreement form for the Consultant Agreement with minor negotiated deviations permitted by MWDOC Executive Director and Legal Counsel and require appropriate types and limits of insurance coverage. Each CGL policy shall identify MWDOC, the Participating Agencies, and their directors, officers, agents, employees, attorneys, consultants and volunteers as additional insureds, or be endorsed to identify these parties as additional insureds using a form acceptable to MWDOC. The Consultant Agreement will require the Consultant's insurer(s) to waive all rights of subrogation against MWDOC, the Participating Agencies, and their directors, officers, agents, employees, attorneys, consultants and volunteers. The Consultant Agreement will require Consultant to ensure that its sub-consultants, if any, provide similar insurance coverage.

- 1.2 MWDOC shall coordinate all aspects of the proposed work with the selected contractor and communicate with each Participating Agency, regularly and upon request of the Participating Agency, regarding the status and substance of its 2020 UWMP;
- 1.3 MWDOC shall make payments to the Consultant for progress payments as work proceeds. MWDOC shall withhold 10% of each progress payment to Consultant in a retention fund until such time as every Participating Agency has notified MWDOC that it is satisfied with the final UWMP prepared for it by Consultant.
- 1.4 Each Participating Agency shall, within a reasonable timeframe, provide all documents, information and assistance requested by the selected contractor during the performance of the Consultant Agreement.

## 2. Cost Sharing by Participating Agencies.

### 2.1 MWDOC shall:

- 2.1.1 Collect from each Participating Agency upon execution of this Agreement the full amount of the Participating Agency's proportionate share of the total cost of the Work as described in the Contractor's proposal, which is in Exhibit A;
- 2.1.2 Inform each Participating Agency of any proposed contingency work under the Consultant Agreement that relates to preparation of that Participating Agency's 2020 UWMP and that would result in an increase in that Participating Agency's payment under this Agreement. MWDOC and the affected Participating Agency must both approve such extra work before MWDOC will notify Consultant to proceed with the work. Exhibit B includes each Participating Agency's base cost with elected contingency items and may be updated pursuant to this section. Exhibit B will be incorporated into this Agreement by this reference, subject to any approved updates.
- 2.1.3 Be responsible for making progress payments directly to Consultant from funds paid to MWDOC by Participating Agencies (see section 1.3).
- 2.1.4 Prepare a final accounting and either distribute any remaining funds collected from the Participating Agencies back to the Participating Agencies or issue a final bill to Participating Agencies where there are funds due.

### 2.2 Each Participating Agency shall:

- 2.2.1 Pay to MWDOC upon execution of this Agreement the full amount of the Participating Agency's proportionate share of the total cost of the Work as described in the Contractor's proposal, which is in Exhibit A;

2.2.2 Pay to MWDOC, upon approval of any extra work under the Consultant Agreement that relates to preparation of its 2020 UWMP, the full amount owed for the approved work. Each Participating Agency shall bear all costs associated with extra work it approves, described within Exhibit B, incorporated into this Agreement by reference.

3. Accounting

Upon request of any Participating Agency, MWDOC will provide copies of the selected Consultant's invoices and MWDOC's payment records.

4. Independent Contractor

Any consultant engaged by MWDOC on behalf of the Participating Agencies as contemplated in this Agreement will not be a party to this Agreement and will not be an employee or agent of MWDOC or any of the Participating Agencies, either as a result of this Agreement or as a result of a professional services agreement between MWDOC and the Consultant. Any consultant engaged as contemplated in this Agreement will be an independent contractor to MWDOC.

5. Warranty, Indemnification and Defense

MWDOC shall use its best efforts in administering the Consultant Agreement, but makes no representations, guarantees or warranties to the Participating Agencies as to the quality or timeliness of work product provided by Consultant pursuant to the Consultant Agreement. All losses or liabilities resulting from any and all actions, claims, penalties, obligations or liabilities, in law or in equity, of every kind or nature whatsoever, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in any manner directly or indirectly connected with any work contemplated by this Agreement shall be subject to the indemnification described in this section. Each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed or occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No Party, nor any officer, board member, employee or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to any other Parties under this Agreement.

6. Notice

Any notice or communication required to be given under this Agreement shall be in writing and effective when deposited, first class postage prepaid with the United States Postal Service addressed to the contracting Parties as follows:

Notice to Parties	
If to:	
1. MWDOC	Robert J. Hunter, General Manager Municipal Water District of Orange County 18700 Ward St. P.O. Box 20895 Fountain Valley, CA 92728
2. City of Buena Park	James B. Vanderpool, City Manager City of Buena Park 6650 Beach Blvd. Buena Park, CA 90622
3. City of Fullerton	Meg McWade, Director of Public Works City of Fullerton 303 W. Commonwealth Avenue Fullerton, CA 92832-1775
4. City of Garden Grove	Scott Stiles, City Manager City of Garden Grove P.O. Box 3070 Garden Grove, CA 92842
5. City of La Palma	Conal McNamara, City Manager City of La Palma 7822 Walker Street La Palma, CA 90623
6. City of Orange	Rick Otto, City Manager City of Orange P.O. Box 449 Orange, CA 92866
7. City of Seal Beach	Jill R. Ingram, City Manager City of Seal Beach 211 8th Street Seal Beach, CA 90740
8. City of Tustin	Matthew West, City Manager City of Tustin 300 Centennial Way Tustin, CA 92780
9. Yorba Linda Water District	Brett R. Barbre, General Manager Yorba Linda Water District 1717 E. Miraloma Placentia, CA 92870

10. City of Westminster	Sherry Johnson, Interim City Manager City of Westminster 8200 Westminster Blvd. Westminster, CA 92683
11. East Orange County Water District	Lisa Ohlund, General Manager East Orange County Water District 185 N. McPherson Rd. Orange, CA 92869
12. City of Fountain Valley	Robert Houston, City Manager City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708
13. City of Newport Beach	Grace Leung, City Manager City of Newport Beach P.O. Box 1768 Newport Beach, CA 92663
14. City of Santa Ana	Kristine Ridge, City Manager City of Santa Ana P.O. Box 1988, M-24 Santa Ana, CA 92702
15. City of Huntington Beach	Brian Ragland, Utilities Manager City of Huntington Beach 19001 Huntington Street Huntington Beach, CA 92648-2211
16. Mesa Water District	Paul Shoenberger, General Manager Mesa Water District 1965 Placentia Avenue Costa Mesa, CA 92627-3420
17. City of San Clemente	Erik Sund, Interim City Manager City of San Clemente 100 Avenida Presidio San Clemente, CA 92672
18. El Toro Water District	Dennis Cafferty, General Manager El Toro Water District P.O. Box 4000 Laguna Hills, CA 92654



19. South Coast Water District	Rick Shintaku, General Manager South Coast Water District 31592 West Street Laguna Beach, CA 92651
20. Trabuco Canyon Water District	Fernando Paludi, General Manager Trabuco Canyon Water District 32003 Dove Canyon Drive Trabuco Canyon, CA 92679
21. City of Brea	Bill Gallardo, City Manager City of Brea 1 Civic Center Circle Brea, CA 92821
22. City of La Habra	Jim Sadro, City Manager City of La Habra P.O. Box 337 La Habra, CA 90633-0337

7. Jurisdiction and Venue

In all matters concerning the validity, interpretation, performance, or effect of this Agreement, the laws of the State of California shall govern and be applicable. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

8. Counterparts and Facsimile

This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures. All parties have participated in the drafting of this Agreement.

9. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

10. Term

This Agreement shall commence upon the date of the earliest execution by any

Participating Agency below and shall extend thereafter through the completion of all work product generated by the Consultant and delivered to MWDOC and to each Participating Agency. The scheduled completion date by the Consultant is July 1, 2021. MWDOC shall issue a Notice of Completion to all Participating Agencies upon close-out of the Consultant Agreement. Notwithstanding anything to the contrary in this Section 10, this Agreement may be terminated earlier by MWDOC in its discretion upon or after termination of the Consultant Agreement.

11. Entire Agreement

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without prior written approval from both parties.

IN WITNESS WHEREOF, the Parties have hereunto affixed their names as of the day and year thereafter written, which shall be and is the effective date of This Agreement.

Execution of Agreement by Parties	
1. Municipal Water District of Orange County	Date: _____ By: _____ Robert J. Hunter, General Manager Municipal Water District of Orange County  Approved as to Form: Date: _____ By: _____ Joseph Byrne General Counsel
2. City of Buena Park	Date: _____ By: _____

	<p>Jim Vanderpool, City Manager</p> <p>City of Buena Park</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>3. City of Fullerton</p>	<p>Date: _____</p> <p>By: _____</p> <p>Meg McWade, Director of Public Works</p> <p>City of Fullerton</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>4. City of Garden Grove</p>	<p>Date: _____</p> <p>By: _____</p> <p>Scott Stiles, City Manager</p> <p>City of Garden Grove</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	By: _____  City Attorney
5. City of La Palma	Date: _____  By: _____ Conal McNamara, City Manager  City of La Palma  Approved as to Form:  Date: _____  By: _____  City Attorney
6. City of Orange	Date: _____  By: _____ Rick Otto, City Manager  City of Orange  Approved as to Form:  Date: _____  By: _____  City Attorney
7. City of Seal Beach	Date: _____  By: _____

	<p>Jill R. Ingram, City Manager</p> <p>City of Seal Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>8. City of Tustin</p>	<p>Date: _____</p> <p>By: _____</p> <p>Matthew West, City Manager</p> <p>City of Tustin</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>9. Yorba Linda Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Brett R. Barbre, General Manager</p> <p>Yorba Linda Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	By: _____  District Counsel
10. City of Westminster	Date: _____  By: _____  Sherry Johnson, Interim City Manager  City of Westminster  Approved as to Form:  Date: _____  By: _____  City Attorney
11. East Orange County Water District	Date: _____  By: _____  Lisa Ohlund, General Manager  East Orange County Water District  Approved as to Form:  Date: _____  By: _____  District Counsel
12. City of Fountain Valley	Date: _____  By: _____

	<p>Cheryl Brothers, Mayor</p> <p>City of Fountain Valley</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>Attorney for the City</p>
<p>13. City of Newport Beach</p>	<p>Date: _____</p> <p>By: _____</p> <p>Grace Leung, City Manager</p> <p>City of Newport Beach</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>
<p>14. City of Santa Ana</p>	<p>Date: _____</p> <p>By: _____</p> <p>Kristine Ridge, City Manager</p> <p>City of Santa Ana</p> <p>Approved as to Form:</p> <p>Date: _____</p>

	By: _____  City Attorney
15. City of Huntington Beach a municipal corporation of the State of California	Date: _____  By: _____  Mayor  City of Huntington Beach  Date: _____  By: _____  City Clerk  Approved as to Form:  Date: _____  By: _____  City Attorney
16. Mesa Water District	Date: _____  By: _____  Paul Shoenberger, General Manager  Mesa Water District  Approved as to Form:  Date: _____  By: _____



	District Counsel
17. City of San Clemente	Date: _____ By: _____ Erik Sund, Interim City Manager City of San Clemente Approved as to Form: Date: _____ By: _____ City Attorney
18. El Toro Water District	Date: _____ By: _____ Dennis Cafferty, General Manager El Toro Water District Approved as to Form: Date: _____ By: _____ District Counsel
19. South Coast Water District	Date: _____ By: _____ Rick Shintaku, General Manager

	<p>South Coast Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>20. Trabuco Canyon Water District</p>	<p>Date: _____</p> <p>By: _____</p> <p>Fernando Paludi, General Manager</p> <p>Trabuco Canyon Water District</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>District Counsel</p>
<p>21. City of Brea</p>	<p>Date: _____</p> <p>By: _____</p> <p>William Gallardo, City Manager</p> <p>City of Brea</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p>

	City Attorney
22. City of La Habra	<p>Date: _____</p> <p>By: _____</p> <p>Jim Sadro, City Manager</p> <p>City of La Habra</p> <p>Approved as to Form:</p> <p>Date: _____</p> <p>By: _____</p> <p>City Attorney</p>

**EXHIBIT A**  
**ARCADIS Consultant Agreement**

## STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated August 19, 2020, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, **ARCADIS U.S., Inc.**, hereinafter referred to as "**CONSULTANT**" for Preparation of 2020 Urban Water Management Plans for MWDOC and participating Member Agencies<sup>1</sup> hereinafter referred to as "**SERVICES**."<sup>2</sup> **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

### I PURPOSE AND SCOPE OF WORK

#### A. Consulting Work

**DISTRICT** hereby contracts with **CONSULTANT** to provide general or special **SERVICES** as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein. Tasks other than those specifically described therein shall not be performed without prior written approval of **DISTRICT's** General Manager.

#### B. Independent Contractor

**CONSULTANT** is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **DISTRICT**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **DISTRICT** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from **DISTRICT** before using any sub-consultants for **SERVICES** under this **AGREEMENT**.

**CONSULTANT** represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide **SERVICES** of the type contemplated by this Agreement.

<sup>1</sup> The member agencies include: MWDOC, City of Buena Park, City of Fullerton, City of Garden Grove, City of La Palma, City of Orange, City of Seal Beach, City of Tustin, City of Westminster, Yorba Linda Water District, East Orange County Water District, City of Fountain Valley, City of Newport Beach, City of Santa Ana, City of Huntington Beach, Mesa Water District, City of San Clemente, El Toro Water District, South Coast Water District, Trabuco Canyon Water District, City of Brea, and City of La Habra. (collectively "**PARTICIPATING AGENCIES**" and individually "**PARTICIPATING AGENCY**")

<sup>2</sup> Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference.

### C. Changes in Scope of Work

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **DISTRICT** and the **PARTICIPATING AGENCIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

## II TERM

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter until August 19, 2021, unless earlier terminated as provided herein.

## III BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS

### A. Budgeted Amount for Services

**CONSULTANT** is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon expending and invoicing the **DISTRICT** 80% of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

### B. Fees

Fees shall be billed per the terms and conditions and at the rates set forth on **Exhibit "B"** for the term of the **AGREEMENT**. Should the term of the **AGREEMENT** extend beyond the period for which the rates are effective, the rates specified in **Exhibit "B"** shall continue to apply unless and until modified by consent of the **PARTIES**.

### C. Notification Clause

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five (5) working days.

#### Notices shall be made as follows:

Municipal Water District of Orange County  
Robert J. Hunter  
General Manager  
18700 Ward Street, P.O.Box 20895  
Fountain Valley, CA 92708

ARCADIS U.S., Inc  
Sarina Sriboonlue  
Senior Engineer  
320 Commerce, Suite 200  
Irvine, CA 92602  
(714) 508-2682

#### **D. Billing and Payment**

**CONSULTANT's** fees shall be billed by the 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15<sup>th</sup> of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**. The **DISTRICT** shall withhold ten percent (10%) of each monthly payment to **CONSULTANT** in a retention fund until such time as every **PARTICIPATING AGENCY** has notified the **DISTRICT** that it is satisfied with the final 2020 Urban Water Management Plans prepared by **CONSULTANT** ("RETENTION AMOUNT").

**DISTRICT** shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

#### **E. Billing Records**

**CONSULTANT** shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

### **IV DOCUMENTS**

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

### **V TERMINATION**

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all finished and unfinished work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT** within fifteen (15) days of the date of termination; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**; (7) **CONSULTANT** shall not receive the **RETENTION AMOUNT**, if **CONSULTANT** terminates the **AGREEMENT** prior to completion of the **SERVICES**, (8) in the event this **AGREEMENT** is terminated in whole or in part as provided herein, the **DISTRICT** may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **VI INSURANCE REQUIREMENTS**

**CONSULTANT** shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

**A. Workers' Compensation Insurance**

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

**CONSULTANT** and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT** in accordance with applicable law. An ACORD certificate of insurance or other certificate of insurance satisfactory to **DISTRICT**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by sub-consultant's upon request by **DISTRICT**.

**B. Professional Liability Insurance**

**CONSULTANT** shall file with **DISTRICT**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **DISTRICT**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days' notice of cancellation (10 days for non-payment of premium) to **DISTRICT**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

**C. Other Insurance**

**CONSULTANT** will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non payment of premium) notice of cancellation to **DISTRICT**.

For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, the **PARTICIPATING AGENCIES** and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, the **PARTICIPATING AGENCIES**, and its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, the **PARTICIPATING AGENCIES** and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **DISTRICT**, the **PARTICIPATING AGENCIES** and its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the



**AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

**D. Expiration of Coverage**

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to **DISTRICT** at least ten (10) days prior to the expiration date.

## **VII     INDEMNIFICATION (Revised as of June 2020)**

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors employees, and agents, and each of the **PARTICIPATING AGENCIES** (defined as those California public agencies under contract with **DISTRICT** for **CONSULTANT's** Services), and their officers, directors, board members, employees and agents, from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **SERVICES** hereunder, and shall not tender such claims to **DISTRICT** or **PARTICIPATING AGENCIES**, nor their respective officers, directors, board members, employees and agents, for defense or indemnity.
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the **DISTRICT's** choice, or the choice of the respective **PARTICIPATING AGENCY**, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the **DISTRICT's** choice, or the choice of the respective **PARTICIPATING AGENCY**, incurred by the indemnified parties in any lawsuit to which they are a party.

**CONSULTANT** shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents with legal counsel reasonably acceptable to **DISTRICT** or **PARTICIPATING AGENCIES**, and shall not tender such claims to **DISTRICT**, **PARTICIPATING AGENCIES**, nor their officers, directors, board members, employees and agents.

**CONSULTANT** shall immediately pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT**, **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents, in any and all such suits, actions, or other legal proceedings.

**CONSULTANT** shall immediately reimburse **DISTRICT**, **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

**CONSULTANT's** obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by **DISTRICT** or **PARTICIPATING AGENCIES**, or their respective officers, directors, board members, employees and agents.

## **VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST**

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethics Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

## **IX PERMITS AND LICENSES**

**CONSULTANT** shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

## **X LABOR AND MATERIALS**

**CONSULTANT** shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be pursuant to **Exhibit "B"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid. **CONSULTANT** agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, unless agreed upon and listed in **Exhibit "B"**.

## **XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

### **A. Confidential Nature of Materials**

**CONSULTANT** understands that all documents, records, reports, data, or other materials (collectively "**MATERIALS**") provided by **DISTRICT** and **PARTICIPATING AGENCIES** to **CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

### **B. No Disclosure of Confidential Materials**

**CONSULTANT** shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT** and **PARTICIPATING AGENCIES**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative and the **PARTICIPATING AGENCY's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT** and the **PARTICIPATING AGENCY**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

### **C. Protections to Ensure Control Over Materials**

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

## **XII OWNERSHIP OF DOCUMENTS AND DISPLAYS**

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for **DISTRICT** and **PARTICIPATING AGENCIES** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** and **PARTICIPATING AGENCIES** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT** and **PARTICIPATING AGENCIES**, including but not limited to any copyright interest. In addition, **DISTRICT** and **PARTICIPATING AGENCIES** reserve the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** and **PARTICIPATING AGENCIES** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** and **PARTICIPATING AGENCIES** shall acquire no right or interest in such property.

**CONSULTANT** hereby assigns to **DISTRICT, PARTICIPATING AGENCIES** or its designee, for no additional consideration, all **CONSULTANT's** intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **CONSULTANT** under this agreement. **CONSULTANT** shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that **DISTRICT, PARTICIPATING AGENCIES** or its designee, reasonably requests to establish and perfect the rights assigned to **DISTRICT, PARTICIPATING AGENCIES** or its designee under this provision.

## **XIII EQUAL OPPORTUNITY**

**DISTRICT** is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **DISTRICT** maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **DISTRICT**. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

#### **XIV INTEGRATION OF ALL OTHER AGREEMENTS**

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

#### **XV ATTORNEYS' FEES**

In any action at law or in equity to enforce any of the provisions or rights under this **AGREEMENT**, the prevailing **PARTY** shall be entitled to recover from the unsuccessful **PARTY** all costs, expenses and reasonable attorney's fees incurred therein by the prevailing **PARTY** (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

#### **XVI JURISDICTION AND VENUE SELECTION**

In all matters concerning the validity, interpretation, performance, or effect of this **AGREEMENT**, the laws of the State of California shall govern and be applicable. The **PARTIES** hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

**IN WITNESS WHEREOF**, the **PARTIES** have hereunto affixed their names as of the day and year thereafter, which shall be and is the effective date of this **AGREEMENT**.

**APPROVED BY:**

  
Robert J. Hunter, General Manager  
Municipal Water District of Orange County  
18700 Ward Street,  
P.O.Box 20895  
Fountain Valley, CA 92708  
(714) 963-3058

Date

9-25-2020

**CONSULTANT ACCEPTANCE:**

Date

9/14/2020

Name: Christine Cotton, Senior Vice President  
Arcadis U.S., Inc.

Address: 445 S. Figueroa Street, Suite 3650  
Los Angeles, CA 90638

Phone: (213) 797-5304

Tax I.D. # 57-0373224

**Internal Use Only:**

Program No. \_\_\_\_\_

Line Item: \_\_\_\_\_

Funding Year: \_\_\_\_\_

Contract Amt.: \_\_\_\_\_

Purchase Order # \_\_\_\_\_

## EXHIBIT "A"

<b>ETHICS POLICY</b>	<b>§7100-§7110</b>
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### **§7100 PURPOSE**

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

### **§7101 RESPONSIBILITIES OF BOARD MEMBERS**

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

### **§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES**

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading or false information is prohibited.

---

Motion - 1/17/96;

### **§7103 CONFLICT OF INTEREST**

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity. Page 83 of 378

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

#### **§7104 GIFTS**

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.\*
2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.\*
3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.\*
4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.
5. Acceptance of incidental transportation from a private organization, provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

\* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.



In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action, and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

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Motion - 1/17/96;

#### **§7105 PERSONS OR COMPANIES REPORTING GIFTS**

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

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Motion - 7/21/93; Motion - 8/18/93;

#### **§7106 USE OF CONFIDENTIAL INFORMATION**

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

#### **§7107 POLITICAL ACTIVITIES**

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities or during the course and scope of their duties for MWDOC. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

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Motion – 6/17/15

## **§7108 IMPROPER ACTIVITIES**

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

## **§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS**

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination.

If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action. The Executive Committee may make a determination and present the issue to the full Board.

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Motion - 1/17/96; 6/17/15

## **§7110 VIOLATION OF POLICY – DIRECTORS**

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

## **§7111 PERIODIC REVIEW OF ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES**

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

**Please note** If using Consultant's proposal as Exhibit "B" please attach the proposal or or complete the standard Exhibit "B" Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

**EXHIBIT "B"**

**SCOPE OF WORK, TERMS OF AGREEMENT  
AND TERMS AND CONDITIONS FOR BILLING**

Company: <b>ARCADIS U.S., Inc.</b> Address: <b>320 Commerce, Suite 200</b> Irvine, CA 92602 Phone: <b>(714) 508-2682</b> Tax I.D. #
---

1. Term – Commencement: August 19, 2020 Termination: August 19, 2021
2. Fees/Rates to be billed - See page 31 of July 8, 2020 Proposal Attached
3. Budgeted Amount - See Exhibit B p. 54; Note: Budgeted amount is based on the "Base Price" and the contingency items on which the participating agency provides written approval. **CONSULTANT's** fees shall be billed by the 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**  
  
Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining work.
4. Scope of Work/Services – Preparation of 2020 Urban Water Management Plans for MWDOK and MWDOK Member Agencies attached proposal dated June 8, 2020 (Attachment B).
5. Consultant Representative: Sarina Sriboonlue

## EXHIBIT "A"

ETHICS POLICY	§7100-§7110
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### **§7100 PURPOSE**

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

### **§7101 RESPONSIBILITIES OF BOARD MEMBERS**

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Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

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Motion - 1/17/96;

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Motion - 1/17/96;

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Motion - 7/21/93; Motion - 8/18/93;

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---

Motion – 6/17/15

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Motion - 1/17/96; 6/17/15

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**EXHIBIT "B"**

**SCOPE OF WORK, TERMS OF AGREEMENT  
AND TERMS AND CONDITIONS FOR BILLING**

Company: ARCADIS U.S., Inc. Address: 320 Commerce, Suite 200 Irvine, CA 92602 Phone: (714) 508-2682 Tax I.D. #
--

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Upon invoicing **DISTRICT** 80% of the contract amount, **CONSUL TANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining work.
4. Scope of Work/Services –Preparation of 2020 Urban Water Management Plans for MWD OC and MWD OC Member Agencies attached proposal dated June 8, 2020 (Attachment B).
5. Consultant Representative: Sarina Sriboonlue



In association with:



MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
Proposal

# 2020 Urban Water Management Plans for MWD OC & a number of MWD OC Member Agencies

The logo for the Municipal Water District of Orange County (MWD OC) features a stylized leaf design above the text "MWD OC".  
**MWD OC**

# Exhibit B

## COVER LETTER

# Exhibit B

Harvey F. De La Torre  
Associate General Manager  
Municipal Water District of Orange County  
18700 Ward Avenue  
Fountain Valley, California 92728  
Via Email: HDeLaTorre@MWDOC.com

Subject:

Proposal for Preparation of 2020 Urban Water Management Plans (UWMPs) for MWDOC and a number of MWDOC Member Agencies

Dear Mr. De La Torre:

Thank you for the opportunity to submit our proposal to provide consulting services for the preparation of the 2020 Urban Water Management Plans (UWMP) for MWDOC and a number of MWDOC Member Agencies. Arcadis brings a long standing UWMP track record with MWDOC and Member Agencies that include the successful deliveries of both the 2010 and 2015 UWMPs.

It is our honor to continue providing our well-established services to MWDOC and Member Agencies in 2020. Arcadis is partnering with Maddaus Water Management to form a collaborative team with specialized knowledge of recent water legislation and new 2020 UWMP requirements. We are committed to providing high quality work and services. Our priorities in the preparation of the 2020 UWMPs for MWDOC and Member Agencies are listed below:

- **Produce high quality 2020 UWMP reports** that address all DWR requirements, meet CWC compliance, and can be presented to respective Boards of Directors or City Councils for adoption with no revisions.
- **Execute the project as smoothly and as efficiently as possible** for to the large number of agencies involved and with the large amount of data and coordination required.
- **Enhance the previous UWMP delivery approaches** to increase efficiency by using innovative communication tools, a dedicated Data Coordinator, and a one-stop secured Data Hub.

We appreciate the opportunity to share our team's strengths and qualifications. We look forward to continuing our relationship with MWDOC and Member Agencies. If you have any questions, please contact Sarina Sriboonlue at (714) 508-2682.

Sincerely,  
Arcadis U.S., Inc.



Sarina Sriboonlue, PE, ENV SP  
Project Manager



Christine A. Cotton  
Senior Vice President

Water

Date:

July 8, 2020

Contact:

Sarina Sriboonlue, PE, ENV  
SP

Phone:

(714) 508-2682

Email:

Sarina.Sriboonlue@Arcadis.  
com

# Exhibit B

## SCOPE OF WORK & PROJECT APPROACH

## Scope of Work

### Project Understanding

Arcadis has a long standing UWMP track record with MWD OC and Member Agencies that include the successful deliveries of both the 2010 and the 2015 Urban Water Management Plans (UWMP). Our Project Manager, Sarina Sriboonlue was a Task Leader and lead author of both the 2010 and 2015 UWMPs. Sarina also took over as Project Manager and Quality Reviewer to ensure MWD OC and all Member Agencies' 2015 UWMPs met all California Water Code requirements.

It is our honor to continue providing our well-established services to MWD OC and Member Agencies in 2020. Our team brings a validated approach to delivering UWMPs that we plan to improve upon to increase efficiency. Arcadis is partnering with Maddaus Water Management to form a collaborative team with specialized knowledge of recent water legislatures and new 2020 UWMP requirements.

Arcadis understands MWD OC and its member agencies are seeking a qualified consultant to assist with the preparation and coordination of

the 2020 UWMPs. The California Department of Water Resources (DWR) had indicated that for the 2020 UWMP cycle, it does not intend to reinvent the wheel but is seeking to update with new requirements in line with new regulations.

UWMPs are comprehensive documents that present an evaluation of a water system's reliability over a long-term (20-year) horizon. Two complimentary components will be added to the 2020 UWMP. First is the **Water Shortage Contingency Plan (WSCP)** to assess the water system's near term 5-year drought risk assessment. Second is the **Annual Water Supply Demand Assessment (WSDA)** to assess the current year plus one dry year i.e. short-term demand/supply outlook. Analyses over these three time-horizons together will provide a more complete picture of a water supplier's reliability and will serve to inform appropriate actions it needs to take to build up capacity over the long term.

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In 2020, DWR's overall UWMP goal is for California water suppliers to achieve improvements for long term reliability and resilience to drought and climate change. **With this understanding, the key considerations that will drive successful development of the 2020 UWMPs for MWD OC and its member agencies include:**

**1**

Evolving California water regulations and new requirements for the 2020 UWMP

**2**

Completing UWMPs with efficiency and economy of scale

**3**

Recognizing 2020 UWMP as a foundational reference document for future analyses





## 1

### Evolving California Water Regulations and New Requirements for the 2020 UWMP

Legislation related to water supply planning in California has evolved to address climate change and drought issues. New UWMP requirements in 2020 are a direct result of these new water regulations. Our team brings solid institutional knowledge from our experience on the frontlines of developing implementation guidelines for the new legislation.





**MAKING CONSERVATION A WAY OF LIFE (AB1668/SB606)** establishes guidelines to be in place by 2022 requiring Californians to use water wisely and prepare for more frequent and persistent periods of limited water supply.

 NEW KEY REQUIREMENTS FOR 2020 UWMPs	 ARCADIS TEAM ADVANTAGE
<b>Enhanced WSCP</b>  Prescriptive elements 5-year Drought Risk Assessment (previously 3 years)  Six shortage levels at 10%, 20%, 30%, 40%, 50% and >50% (previously up to 50%)	<input type="checkbox"/> Working with DWR to develop guidelines for implementation ( <b>Lisa Maddaus</b> ) <input type="checkbox"/> Engaging in UWMP Guidebook Workgroup meetings ( <b>Lisa Maddaus</b> and <b>Michelle Maddaus</b> ) <input type="checkbox"/> Advised Elsinore Valley Municipal Water District (EVMWD) on approaches to addressing the legislature ( <b>Lisa Maddaus</b> and <b>Michelle Maddaus</b> )
<b>Procedures for doing the annual WSDA</b>	<input type="checkbox"/> Attended March WSDA workshop. Heard first-hand MWDOC's questions on the implementation of this requirement ( <b>Sarina Sriboonlue</b> ) <input type="checkbox"/> Attended June 2020 DWR workshop and reviewed UWMP Guidebook ( <b>Lisa Maddaus</b> and <b>Michelle Maddaus</b> ) <input type="checkbox"/> Hosting UWMP webinar in September 2020 ( <b>Michelle Maddaus</b> )
<b>Climate change vulnerability assessment and energy intensity analysis</b>	<input type="checkbox"/> Assisted Inland Empire Utilities Agency's 2015 UWMP energy intensity analysis ( <b>David Eberle</b> and <b>Sarina Sriboonlue</b> ) <input type="checkbox"/> Determined water, wastewater, and recycled water energy intensity of their operations <input type="checkbox"/> Facilitated climate change scenario planning stakeholder workshop
<b>Seismic risk assessment and mitigation plan</b>	<input type="checkbox"/> Assisting many water agencies (e.g. East Valley Water District) in California to develop their Hazard Mitigation Plans





**WATER LOSS PERFORMANCE STANDARDS (SB555)** requires urban retail water suppliers to conduct water loss audits annually and submit results to the state. The data from these audits will serve to inform DWR in the development of Real Loss Standards

 NEW KEY REQUIREMENTS FOR 2020 UWMPs	 ARCADIS TEAM ADVANTAGE
<b>5 previous years of system water losses</b>	<input type="checkbox"/> Helping DWR developing the guidelines on the implementation of SB555 ( <b>Lisa Maddaus</b> ) <input type="checkbox"/> Providing technical assistance to DWR regarding the Urban Wholesaler Water Loss Study Report ( <b>Lisa Maddaus</b> ) <input type="checkbox"/> Providing input to DWR through CA/NV AWWA on SB555 implementation ( <b>Gary Trachtman</b> )

## 2

### Completing UWMPs with Efficiency and Economy of Scale



MWDOC and its member agencies seek a team that will execute this project as smoothly and as efficiently as possible. The majority of the 2020 UWMP document will be straightforward and similar to 2015 UWMP. A smaller—but critical—portion of the 2020 UWMP will be addressing new requirements. Our team is in an unprecedentedly strong position to effectively execute this project.

 ATTRIBUTES OF THE SELECTED CONSULTANT	 ARCADIS TEAM ADVANTAGE
A high quality 2020 UWMP report that can be presented to their respective Board of Directors or City Council for adoption with no revisions.	<input type="checkbox"/> Highly technical, detail-oriented, and solid UWMP experience <input type="checkbox"/> 30+ 2015 UWMPs completed for SoCal agencies <input type="checkbox"/> Six 2015 UWMPs completed for NorCal agencies <input type="checkbox"/> Presented at MWDOC agencies' public hearings ( <b>Sarina Sriboonlue</b> )
A complete 2020 UWMP report that addresses all DWR requirements and meets CWC compliance.	<input type="checkbox"/> Close working relationship with DWR that will allow us to ask DWR questions directly and receive a response in a timely manner.
Smooth coordination among MWDOC, Member Agencies, and consultant team due to the large number of agencies involved and the large amount of data and information to be collected.	<input type="checkbox"/> Familiarity with MWDOC and its member agencies UWMP data, process, and staff <input type="checkbox"/> Dedicated Data Coordination to serve as the main point of contact ( <b>Carolina Villacis</b> ) <input type="checkbox"/> Project Manager conveniently based in Irvine ( <b>Sarina Sriboonlue</b> )
Economy of scale by using similar or shared information applicable to multiple member agencies to develop the UWMP content	<input type="checkbox"/> Have Word documents of all Member Agencies' 2015 UWMPs to create 2020 UWMP base draft <input type="checkbox"/> Have base draft 2020 UWMP ready for kick-off meetings with individual agencies <input type="checkbox"/> Real-time edits to base draft 2020 UWMP at kick-off meetings

## 3

### Recognizing 2020 UWMP as a Foundational Reference Document for Future Analyses

UWMPs serve as a foundational document for Water Supply Assessment (WSA) and Water Supply Verifications (WSV), and a valuable reference document for other planning activities. Our team is familiar with the applications of UWMP data as described below.

 APPLICATIONS OF UWMP	 ARCADIS TEAM ADVANTAGE
<b>A LONG-RANGE PLANNING DOCUMENT FOR WATER SUPPLY:</b> Water supply and demand analysis presented in the 2020 UWMP will provide the basis for and serve to inform future WSA and WSV documents for projects within MWDOC member agencies' service area that meet SB610 and/or SB221 threshold.	<input type="checkbox"/> Familiar with the application of UWMP for WSA/ WSV <input type="checkbox"/> Prepared WSA and WSV documents for El Toro Water District, City of Orange, Moulton Niguel Water District, and Santa Margarita Water District ( <b>Sarina Sriboonlue</b> ) <input type="checkbox"/> Developing UWMPs with future WSA/WSV in mind will make the preparation of WSA/WSV more straightforward and efficient



## APPLICATIONS OF UWMP

**SOURCE DATA FOR DEVELOPMENT OF A REGIONAL WATER PLAN:** UWMPs are data-rich documents that often serve as a comprehensive reference and data source for many water planning documents. The addition of a 5-year Drought Risk Assessment, annual WSDA, and refinement of the WSCP will make the 2020 UWMPs an even more useful reference for drought planning.

**A SOURCE DOCUMENT FOR CITIES AND COUNTIES AS THEY PREPARE THEIR GENERAL PLANS:** General Plans/land use planning and UWMP/ water planning are companion documents. These planning processes should be integrated to accomplish proper urban planning. 2020 UWMPs will incorporate projected land use changes in demand forecasting.

**UWMP AS A REQUIREMENT TO MEET FUNDING ELIGIBILITY FOR SOME STATE PROGRAMS, LOANS AND GRANTS FOR WATER RESOURCES STUDIES, PROJECTS, FACILITIES, AND CONSERVATION:** According to the latest UWMP Act, state grants and loans eligibility is tied to UWMP adoption.



## ARCADIS TEAM ADVANTAGE

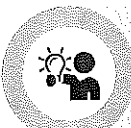
- ☐ Familiar with the application of UWMP for other planning activities, such as
  - ☐ City of Newport Beach 2019 Water Master Plan (**Sarina Sriboonlue**)
  - ☐ Laguna Beach County Water District 2018 Water Master Plan (**Sarina Sriboonlue**)
  - ☐ City of Buena Park 2019 Sewer Master Plan (**Sarina Sriboonlue**)
  - ☐ Inland Empire Utilities Agency's Chino Basin Water Bank development (**Sarina Sriboonlue**)
- ☐ Will make use of applicable General Plans to ensure that projected land use changes are properly documented in the 2020 UWMPs especially related to demand forecasting
- ☐ Our priorities are:
  - ☐ High quality 2020 UWMP reports
  - ☐ Can be presented to your respective Board of Directors or City Council for adoption with no revisions
  - ☐ Meet all CWC compliance by or before July 1, 2021 to ensure you are eligible for state funding.



**ESTABLISHED RELATIONSHIP.** Successful track record for 2010 and 2015 UWMPs deliveries for MWD OC and Member Agencies with Sarina as Task Leader and in 2020 as Project Manager



**VALIDATED APPROACH.** Enhance 2015 UWMP delivery approach to increase efficiency. Add innovative communication tools, dedicated Data Coordinator, and one-stop Data Hub.



**SPECIALIZED KNOWLEDGE.** Expertise on water supply planning, water shortage contingency planning, and water loss. Frontline on UWMP Guidebook Workgroup.



**PEER-REVIEWED STRUCTURE.** Subject Matter Experts to oversee technical details. Arcadis staff as lead authors and MWM staff as fresh set of eyes for QC.



**EFFICIENT TOOLS & PROCESSES.** Familiarity with MWD OC and Member Agencies data. Base draft 2020 UWMP ready at kick-off. Group Workshop 1 ready – with content from MWM's UWMP 101 webinar in May 2020. Survey Monkey to collect specific data.

## Arcadis Team Advantage

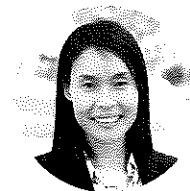


## Project Approach

Our team is committed to effective project management of the UWMPs preparation. To facilitate the concurrent and efficient preparation of the UWMPs, Arcadis has aligned the project tasks into three phases similar to the successful execution in 2015. We will improve upon 2015 UWMP preparation by streamlining deliverables and communication to ensure every touchpoint and meeting with MWDOC and its member agencies is meaningful and productive. We will also streamline data collection and coordination.

We have organized the tasks listed in Attachment B - Scope of Services into 3 phases (shown below). This process proved successful on the 2015 UWMP. We will utilize this knowledge and experience to complete the 2020 UWMP on time and within budget.

Our Project Manager, Sarina Sriboonlue, has 14 years of consulting experience in a wide range of water resources planning projects for municipal and industrial clients. She assisted over 30 water agencies in southern California develop their 2015 Urban Water Management Plans.

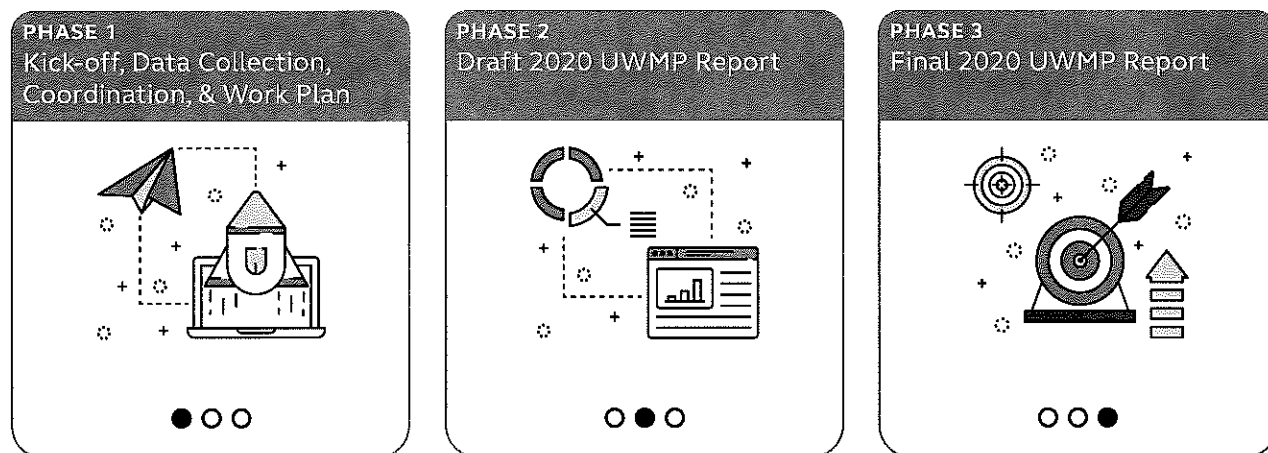


### VALUE TO MWDOC

- ☐ Key author and task leader of MWDOC's and member agencies' 2010 and 2015 UWMPs.
- ☐ Familiarity with DWR guidelines. Attended DWR 2020 UWMP Workshops.

**40+** STUDIES/PLANNING PROJECTS COMPLETED

**50+** UWMPs COMPLETED



PHASE 1	
<h3>Kick-off, Data Collection, Agencies Coordination, &amp; Work Plan</h3> <p><b>OBJECTIVES</b></p> <ul style="list-style-type: none"> <li>👉 <b>CONDUCT</b> kick-off activities and meetings,</li> <li>👉 <b>DEVELOP</b> a Work Plan</li> <li>👉 <b>COORDINATE</b> with MWDOC and its member agencies to collect and review required data (RFP Task 1 and 15).</li> <li>👉 <b>DEVELOP</b> a list of agencies that each of the member agencies are required to coordinate with (RFP Task 2). <i>These lists will mostly be the same as the 2015 UWMP since service area boundaries are mostly unchanged.</i></li> </ul>	<div> <p>● ○ ○</p> </div> <p><b>RFP TASKS</b></p> <ol style="list-style-type: none"> <li>1 Data Information Collection &amp; Review</li> <li>2 Agencies Coordination</li> <li>15 Meetings &amp; Workshops to be Conducted</li> </ol>

## STREAMLINE WORK PLAN & MEETINGS

### DELIVERABLES

- ☐ Data Request
- ☐ Work Plan
- ☐ Group Kick-off Workshop Minutes
- ☐ Individual Kick-off Meeting Minutes

	2015 APPROACH	2020 STREAMLINED APPROACH
WORK PLAN	<ul style="list-style-type: none"> <li><input type="checkbox"/> Prepared individual scope of work for each agency (x23 agencies)</li> <li><input type="checkbox"/> Documented points of contact for Arcadis and agency staff (duplicate information from Kick-off meeting minutes)</li> <li><input type="checkbox"/> Time-consuming and limited usage</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Take ready-made Work Plan table prepared for this proposal (Section 2) and refine it to suit each Member Agency per their input at the Kick-off meeting</li> <li><input type="checkbox"/> The Work Plan table, add on items the agency chooses, and points of contact will be documented as part of the Kick-off meeting minutes</li> </ul>
INDIVIDUAL AGENCY MEETINGS	<p>Kick-off meetings with individual Member Agencies were held in-person with paper printouts and hand-written notes to be digitized later</p>	<p>For efficiency and safety during the Covid-19 pandemic, kick-off meetings will be held virtually (through MS Teams or other virtual meeting platforms) Advantages:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Mark-up the Work Plan in real-time</li> <li><input type="checkbox"/> Document UWMP changes and updates in real-time</li> <li><input type="checkbox"/> Share cloud-based data/file storage and show agencies how to utilize them</li> <li><input type="checkbox"/> Save time and cost, and stay safe.</li> </ul>

## STREAMLINE DATA COLLECTION & COORDINATION

**SHARED CLOUD-BASED DATA AND FILE STORAGE.** Arcadis will set up a Cloud-based data storage (such as MS Teams or SharePoint) folder to be used as a secured Data Hub. This Data Hub will house data from MWDOC, Member Agencies, and other data needed to complete the UWMPs. The Data Hub will also house deliverable schedules specific to each Member Agency as well as contact information of the project team. When the draft UWMPs are ready for review, it will be uploaded to the Data Hub. This allows Member Agency staff to review and edit the report without having to email it back to Arcadis. Each Member Agency will only have access to their specific folder. Arcadis is highly committed to cyber security and will implement strong security measures using established business platform, such as MS Teams or SharePoint.

Carolina Villacis will serve as the *dedicated Data Coordinator* who will be our team's point of contact and liaison to interface with MWDOC and its member agencies in collecting data. She will be the keeper of the data files to ensure organized data storage and will be the liaison within our team.



## COMMUNICATION TOOL

Our team will send out a Survey Monkey survey to individual agencies prior to the individual kick-off meeting. Survey Monkey provides an efficient way to collect the following data from agencies:

- Additional contact information
- Add-on services agency wishes to select
- Dates of Board of Directors/City Council meetings
- Background and tailored information agency wishes to include

### ARCADIS DATA HUB

- One-stop data and file storage location
- Meeting materials
- Recorded Group Workshop webinars
- Data from MWDOC
- Data from individual Member Agencies
- Draft 2020 UWMP files
- Project schedule
- Secured platform
- Agency-specific access
- Organized communication
- Real-time updates

## PHASE 2

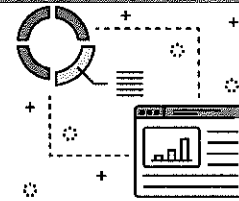
### Draft 2020 UWMP Report

#### OBJECTIVES

- 👉 **PREPARE** the Draft 2020 UWMPs (RFP Task 3 to 12) following the proposed Work Plan. The Draft 2020 UWMP documents will be about 90% complete.
- 👉 **FACILITATE** UWMP review meetings (RFP Task 15)
- 👉 **MEET** with MWDOC and Participating Agencies individually to receive comments and edits (RFP Task 15).

#### STREAMLINE UWMP TEMPLATES

2015 APPROACH	2020 STREAMLINED APPROACH
Generic templates were created for each agency category and for main sections of the report requiring multiple revisions.	<ul style="list-style-type: none"> <li>👉 Streamline process by creating a <b>complete UWMP report for one agency</b> per agency category</li> <li>👉 Get feedback from the agency to refine</li> <li>👉 Complete UWMP becomes a template for the agency category</li> <li>👉 Use template to efficiently create the rest of the UWMP reports</li> <li>👉 Create templates based on the 2015 UWMP report and add sections to address 2020 requirements.</li> </ul>



#### RFP TASKS

- 3 Service Area Information
- 4 Water Resource Reliability
- 5 Demand Management Measures
- 6 Water Shortage Contingency Plan with Prescriptive Elements
- 7 Current & Proposed Use of Recycled Water
- 8 Estimation of Energy Intensity of Urban Water Systems
- 9 Seismic Risk Assessment & Mitigation Plan
- 10 Water Quality Impacts on Reliability
- 11 Public Participation
- 12 Prepare a Draft 2020 UWMP Update Report
- 15 Meetings & Workshops to be Conducted

#### DELIVERABLES

- ☐ Draft 2020 UWMP with completed DWR checklist

## PHASE 3

### Final 2020 UWMP Report

#### OBJECTIVES

- 👉 **REFINE** the Draft 2020 UWMPs to produce the Final Draft by incorporating inputs received from MWDOC and Participating Agencies (RFP Task 13)
- 👉 **PREPARE** a Final 2020 UWMP by incorporating public comments (RFP Task 14)

The final phase of the UWMP preparation involves the preparation and submission of the Adopted Final 2020 UWMP Report. Comments from each Participating Agency's public hearing will be incorporated into its Final Plan. Arcadis will polish the final draft UWMP into the final document to be submitted to DWR. The Member Agency will be responsible for submitting the 2020 UWMP to DWR, cities, county of the Member Agency's service area.



#### RFP TASKS

- 13 Prepare Final Draft 2020 UWMP Update Report
- 14 Prepare, Submit, & Adopt Final 2020 UWMP Updated Report
- 15 Meetings & Workshops to be Conducted

#### DELIVERABLES

- ☐ Final Draft 2020 UWMPs
- ☐ Final 2020 UWMPs








# Exhibit B

## 2020 UWMP Work Plan

The table below presents the Work Plan that Arcadis proposes to complete this project following the 15 RFP tasks. This Work Plan table represents a base Work Plan that will be refined with input from each Member Agency at the Kick-off meeting to create an agency-specific Work Plan for use in this project.

TASK	NEW 2020 REQUIREMENTS	DATA NEEDS	KEY CONSIDERATION	WORK PLAN
<b>Task 1. Data/ Information Collection and Review</b>		<b>Data needs from MWD, MWDOC, Participating Agencies, OCWD, and others</b> <ul style="list-style-type: none"> <li>2015 UWMPs</li> <li>Integrated Water Resource Management Plans</li> <li>Water Master Plans</li> <li>Groundwater Management Plans</li> <li>Regional Water Use Efficiency Programs</li> <li>Water Transfers and Exchanges</li> <li>Regional Water Plans</li> <li>Cooperative Agreements</li> <li>Existing Water Management Tools</li> </ul>	Data needed to develop Member Agencies 2020 UWMPs will mostly be provided by MWDOC and Metropolitan. Some will be available on websites or can be found in the 2015 UWMPs. Remaining data needed from each Member Agency will be obtained at the Individual Kick-off Meeting with each agency.	<ul style="list-style-type: none"> <li>Present list of data needs to Member Agencies at the group kick-off workshop. Data request will be emailed to individual Member Agency following the kick-off workshop and discuss in detail at the Individual Kick-off Meeting with each agency.</li> <li>Transfer all applicable 2015 UWMP content into the 2020 UWMP outline to create a Base Draft 2020 UWMP.</li> <li>At the individual kick-off meetings the Base Draft 2020 UWMP will be marked up in real time. Review will include the 2015 UWMP demand management measures implementation, 20%x2020 water use target, recycled water plans (if applicable), land use changes, and others.</li> </ul>
<b>Task 2. Agencies Coordination</b>		<b>Similar to 2015 UWMP MWDOC will provide:</b> <ul style="list-style-type: none"> <li>Hydrologic year basis to determine normal, single-dry, and multiple and five dry years for the Member Agencies service area</li> <li>Historical imported supply from Metropolitan</li> <li>Current and projected supply from Metropolitan and its reliability under different hydrologic conditions</li> <li>Projected water demand using Metropolitan demand projection model in MWDOC's service area</li> </ul>	This task is straightforward and follows the same 2015 requirements. The list of agencies that Member Agencies are required to coordinate with will mostly be the same as 2015 UWMP since service area boundaries are mostly unchanged. DWR encourages agencies to send this notification at the start of the process, well in advance of the required 60 days prior to the UWMP public hearing.	<ul style="list-style-type: none"> <li>Update the Agencies Coordination Table from 2015 UWMP and confirm any changes with Member Agencies at the kick-off meeting.</li> <li><b>Add on item - Assist with coordination and submit these documents to city/county agencies on behalf of the Member Agencies.</b></li> </ul>
<b>Task 3. Service Area Information</b>		<b>Similar to 2015 UWMP preparation</b> <ul style="list-style-type: none"> <li>MWDOC will provide demographic data (population, land use, income, etc) from Center for Demographic Research at Cal State Fullerton.</li> <li>Arcadis will download climate data from NOAA and CIMIS website.</li> </ul> <p>New 2020 requirement:</p> <ul style="list-style-type: none"> <li>Projected land use changes related to demand forecasting.</li> </ul>	<p>Most of this task is straightforward and follows the same 2015 requirements.</p> <ul style="list-style-type: none"> <li><b>New 2020 Requirement:</b> More detailed land use projection is required to be incorporated in demand forecasting. If data is not readily available from the Member Agencies, land use data can be obtained from an agency's General Plan Land Use Element.</li> <li><b>Further Consideration:</b> While CWC requires a 20-year projection and a 25-year projection is optional, Arcadis recommends doing a 25-year projection (similar to 2015 UWMP). One practical advantage of having a 25-year projection is for WSA purposes. WSA requires a 20-year evaluation so if a WSA is needed in say 2024, Member Agencies will already have 2040-2045 demand and supply analysis available.</li> </ul>	<ul style="list-style-type: none"> <li>Tabulate all data provided by MWDOC into corresponding UWMP tables.</li> <li>Download climate data from NOAA and CIMIS. For any weather stations used in 2015 UWMP that are no longer active, data from the closest station or most representative data will be used.</li> <li>Review the relevant City's General Plan: Land Use Element with each Member Agency to document how planned land use affect demand projections. Arcadis assumes the demand projection developed by MWDOC and its member agencies already account for projected land use changes.</li> <li>Document all future development projects to provide a basis for the preparation of WSAs in the future.</li> </ul>
<b>Task 4. Water Resource Reliability</b>		<b>MWDOC will provide the following data:</b> <ul style="list-style-type: none"> <li>Description of water supplies by source</li> <li>Reliability of supplies for normal, single dry, and 5-year drought by source</li> <li>Transfer and exchange opportunities</li> <li>Water demand by customer category</li> <li>Water loss audits from last 5 years</li> <li>Expected future water supply projects and programs</li> <li>Narrative and possibly quantitative information related to impact of climate change on water use, system supplies, reliability</li> </ul>	<p>New 2020 Requirements include:</p> <ul style="list-style-type: none"> <li>Analysis of demand and supply assessment by source (instead of assessment of overall demand/supply)</li> <li>Reliability of supplies over 5 years of drought (instead of 3)</li> <li>Assessment of climate change vulnerability and impact on water supplies</li> </ul>	<ul style="list-style-type: none"> <li>Update the 2015 UWMP narrative and populate 2020 data tables using new data from MWDOC, Metropolitan, and OCWD as applicable.</li> <li>Provide a narrative that assesses climate change impact on related to sea level rise, flooding, ecosystem and habitat vulnerability, and hydropower.</li> </ul>

## Exhibit B

TASK	NEW 2020 REQUIREMENTS	DATA NEEDS	TASK	KEY CONSIDERATION	WORK PLAN
Task 5. Demand Management Measures (DMM)		<input type="checkbox"/> MWDOD will provide information related to water use efficiency programs that it implements on behalf of its member agencies. <input type="checkbox"/> Member Agencies will provide information related to additional programs specific to each agency. <input type="checkbox"/> MWDOD will provide 2020 water use data and updated narrative related to the OC Regional Alliance and SBx7-7 compliance.	<p>MWDOD implements many water use efficiency programs on behalf of its member agencies. Member Agencies may have additional programs they implement specific to their agency. MWDOD also administers the OC Regional Alliance on behalf of its member agencies. Documenting DMM information and updating SBx7-7 compliance data in the 2020 UWMPs will be a straightforward process.</p> <p>New 2020 Requirements include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Annual Water Supply and Demand Assessment Procedures</li> <li><input type="checkbox"/> Six Standard Water Shortage Levels</li> </ul>	<p>Update the 2015 UWMP narrative and populate 2020 data tables using new data from MWDOD and its Member Agencies.</p>	<p>Update the 2015 UWMP narrative and populate 2020 data tables using new data from MWDOD and its Member Agencies.</p>
Task 6. Water Shortage Contingency Plan with Prescriptive Elements		<input type="checkbox"/> MWDOD will provide each Member Agencies adopted WSCP <input type="checkbox"/> Member Agencies will provide Wastewater Quantity, Quality and Current Uses.	<p>New 2020 Requirements include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Annual Water Supply and Demand Assessment Procedures</li> <li><input type="checkbox"/> Six Standard Water Shortage Levels</li> </ul>	<p>Work with Member Agencies to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Describe the decision-making process that the agency will use each year to determine its water supply reliability.</li> <li><input type="checkbox"/> Develop how the existing shortage levels cross-reference to the six standard shortage levels and defined based on the agency's water supply condition.</li> <li><input type="checkbox"/> Describe potential revenue reductions and expense increases associated with activated shortage response actions and corresponding mitigation plan.</li> <li><input type="checkbox"/> Review an agency's plan to ensure it describes customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions.</li> <li><input type="checkbox"/> Document the agency's Communication Protocol regarding a current or predicted water supply shortage and shortage response action to be triggered.</li> <li><input type="checkbox"/> Update 2015 UWMP narrative with new information where necessary.</li> </ul>	<p>Update the 2015 UWMP narrative and populate 2020 data tables using new data from MWDOD and its Member Agencies.</p>
Task 7. Current and Proposed Use of Recycled Water		<input type="checkbox"/> MWDOD and/or Member Agencies will provide information on planned use of recycled water in their respective service area. <input type="checkbox"/> Member Agencies will provide estimate of wastewater collected within their service area.	<p>The task is straightforward and follows the same 2015 requirements.</p>	<p>Assist Member Agencies to identify appropriate data for the energy intensity calculations and will perform all calculations.</p>	<p>Update the 2015 UWMP narrative and populate 2020 data tables using new data from MWDOD and its Member Agencies.</p>
Task 8. Estimation of Energy Intensity of Urban Water Systems		<p>Based on 2015 UWMP where energy intensity calculation was optional under Appendix O, data needs from Member Agencies will include, where applicable:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Volume of water entering and energy consumed for each of these 5 processes: extract or divert, place into storage, conveyance, treatment, and distribution.</li> <li><input type="checkbox"/> Volume of wastewater and recycled water entering and energy consumed for each of these 5 processes: collection/conveyance, treatment, discharge distribution, The Climate Registry report, and indirect/outside of the agency's operational control.</li> </ul> <p>Data needs will be confirmed when DWR 2020 Guidebook is released</p>	<p>Economy of scale can be achieved here. Many of the same assumptions related to energy requirements of extraction, treatment, and distribution of water would likely apply across the MWDOD service area or at least across the agency categories (i.e. OCWD groundwater agencies, South Orange County agencies, etc). The same methodology to calculating energy intensity would also apply across all agencies.</p>	<p>Assist Member Agencies to identify appropriate data for the energy intensity calculations and will perform all calculations.</p>	<p>Update the 2015 UWMP narrative and populate 2020 data tables using new data from MWDOD and its Member Agencies.</p>
Task 9. Seismic Risk Assessment & Mitigation Plan		<p>MWDOD and its member agencies will provide the most recent adopted local hazard mitigation plan or multi-hazard mitigation plan.</p>	<p>Information needed to satisfy this new requirement is readily available for most Member Agencies; an agency may comply with this requirement by submitting a copy of their most recently adopted local hazard mitigation plan or multi-hazard mitigation plan.</p>	<p>Develop a narrative describing the seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and plans to mitigate those vulnerabilities based on each Member Agency's most recently adopted local hazard mitigation plan or multi-hazard mitigation plan.</p> <p><b>Add on item - For Member Agencies that do not have an adopted local hazard mitigation plan or multi-hazard mitigation plan, Arcadis is able to assist in the development of such plan, concurrently with the 2020 UWMP development.</b></p>	<p>Update the 2015 UWMP narrative and populate 2020 data tables using new data from MWDOD and its Member Agencies.</p>
Task 10. Water Quality Impacts on Reliability		<p>Information on water quality impacts on supplies can be obtained from:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Metropolitan's 2020 UWMP for imported water quality</li> <li><input type="checkbox"/> OCWD reports e.g. Annual Engineer's Report and SGMA Alternative Plan (Basin 8-1 Alternative) for groundwater quality</li> <li><input type="checkbox"/> San Juan Basin Authority reports e.g. Groundwater Management Plan</li> </ul>	<p>This task is straightforward and follows the same 2015 requirements.</p>	<p>Analyze and describe how water quality will impact water management strategies and supply reliability in the Member Agency's service area.</p>	<p>Update the 2015 UWMP narrative and populate 2020 data tables using new data from MWDOD and its Member Agencies.</p>
Task 11. Public Participation		<p>Participating Agencies will provide tentative date(s) for the public hearing.</p>	<p>The public hearing must be noticed in a local newspaper once a week for two successive weeks.</p>	<p>Provide a reminder to the Member Agencies to publish public hearing notices in a local newspaper.</p>	<p>Update the 2015 UWMP narrative and populate 2020 data tables using new data from MWDOD and its Member Agencies.</p>

## Exhibit B



NEW 2020 REQUIREMENTS

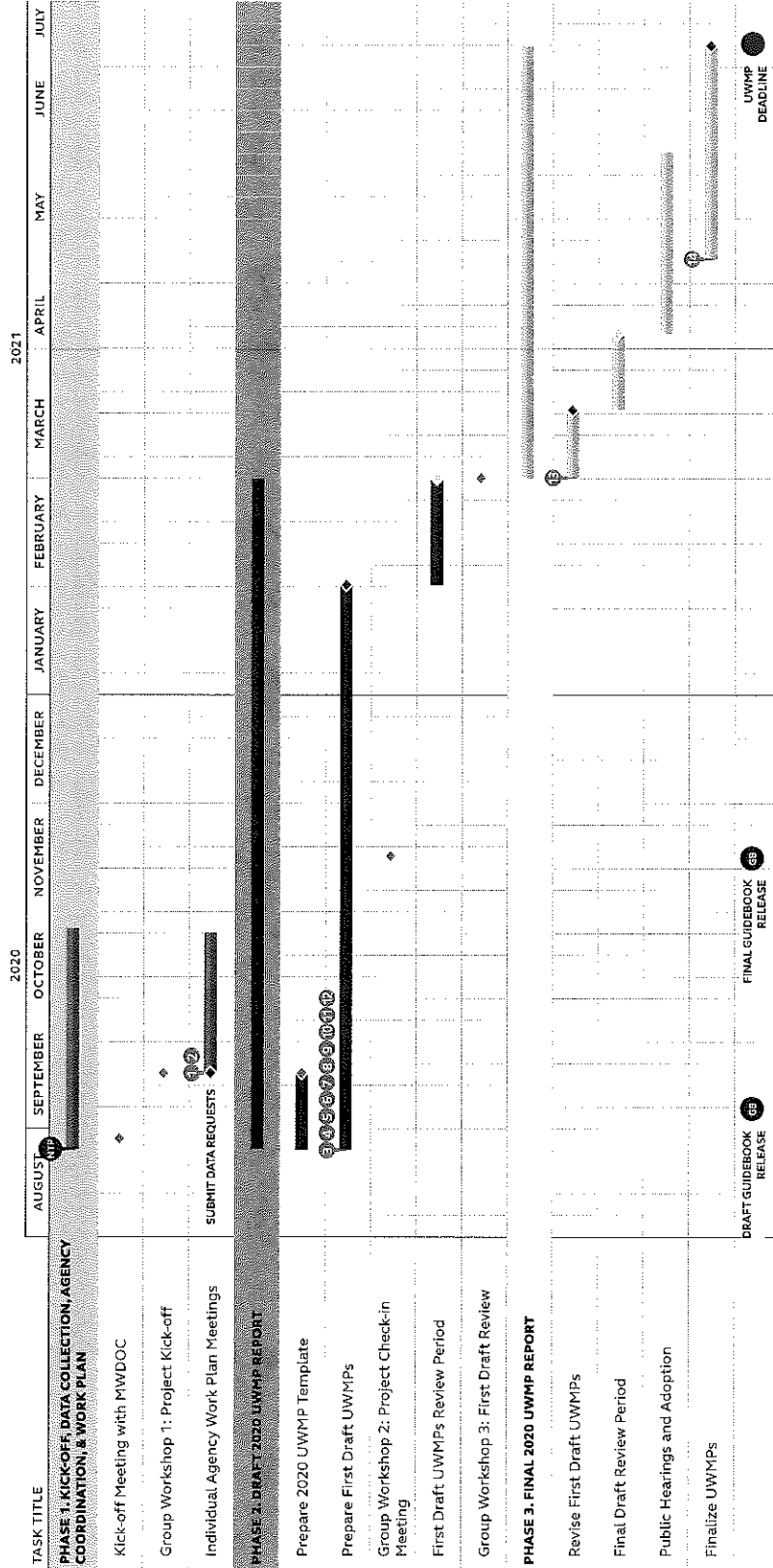
TASK	DATA NEEDS	KEY CONSIDERATION	WORK PLAN
Task 12. Prepare a Draft 2020 UWMP Update Report	No additional data needed	The UWMP preparation will compile the data, information, and analyses done under Tasks 1 to 11 into one comprehensive document - the Draft 2020 UWMP.	<input type="checkbox"/> Prepare the Draft 2020 UWMP Update. This document will be 90% complete. <input type="checkbox"/> Complete the DWR UWMP Preparation Checklist for each Member Agency <input type="checkbox"/> Submit five copies of the draft 2020 UWMP Update to each Member Agency and relevant agencies for review and comment
Task 13. Prepare Final Draft 2020 UWMP Update Report	No additional data needed	MWDOC, Member Agencies, and other relevant agencies will review and provide comments and edits for the Draft 2020 UWMP. The Draft will be refined to produce the Final Draft 2020 UWMP for another review.	<input type="checkbox"/> Receive, review and incorporate comments from the Draft 2020 UWMP Update <input type="checkbox"/> Prepare a Final Draft 2020 UWMP Update for the Member Agency adoption in accordance with the requirements of UWMP Act <input type="checkbox"/> Submit 10 copies of the Final Draft 2020 UWMP Update to each Member Agency <input type="checkbox"/> Assist the Member Agency in the adoption of the 2020 UWMP Update, including coordination of the Notice of Public Hearing, Resolution of Plan adoption, and circulation of copies of the Final Draft 2020 UWMP Update, if desired by the Member Agency
Task 14. Prepare, Submit and Adopt Final 2020 UWMP Updated Report	No additional data needed	The final phase of the UWMP preparation involves a public hearing, adoption of the UWMP by the governing body, and submission of the adopted Final 2020 UWMP report to DWR and to cities and county of the Member Agency's service area. The public hearing may take place at the same meeting as the adoption. However, the public hearing portion must take place before the adoption portion to allow the governing body the opportunity to modify the UWMP in response to public input before adoption.	<input type="checkbox"/> Incorporate comments from public hearing, as approved <input type="checkbox"/> Prepare a Final 2020 UWMP Update for the Member Agency <input type="checkbox"/> Provide for printing of the final documents in the quantity and format requested by each agency (minimum of 10 copies to be assumed). <input type="checkbox"/> The Member Agency will be responsible for submitting the 2020 UWMP Update to DWR, cities and county of the Member Agency's service area. <input checked="" type="checkbox"/> <b>Add on item -</b> Arcadis is familiar with the DWR WUE Portal used for UWMP submittal and can efficiently submit the 2020 UWMPs on behalf of all Member Agencies.
Task 15. Meetings and Workshops to be Conducted	MWDOC will provide the list of attendees for the Group Workshop 1: Project Kick-off.	To increase efficiency and stay safe during this Covid-19 pandemic, Arcadis will hold meetings using a virtual platform (such as MS Teams) that allows screen sharing.	<input type="checkbox"/> Workshops and meetings as outlined on page 13.
<input checked="" type="checkbox"/> <b>Add on item -</b> Add on items listed under the Work Plan are optional services that can be included on an as needed bases for individual member agencies. The cost estimates provided do not include these items.			

# Exhibit B

## Project Schedule

The following is our proposed schedule showing milestones and time frames for key tasks. The schedule indicated begins with the estimated Notice to Proceed (NTP) on August 24, 2020 and ends with UWMP submittals on July 1, 2021. Our proposed schedule is divided into three phases. It takes into account our previous experience with the 2010 and 2015 UWMP schedules. The tasks outlined in the RFP are called out by corresponding number throughout.

- 15 Meetings & Workshops to be Conducted
- ◆ Meeting/Workshop
- ◆ Submittal
- ◆ Comment Deadline



## Group Workshops

Our team is ready to facilitate and deliver all group workshops in a webinar format. Virtual workshops are productive and efficient allowing more attendees to participate. All webinars will be recorded and posted to the project Data Hub for later viewing. We are proposing the following four group workshops to effectively communicate with the group.

**GROUP WORKSHOP 1**  
**Project Kick-off**  
 (September 2020)

- New 2020 requirements
- Data collection process
- Communication protocol and intro to Data Hub

**GROUP WORKSHOP 2**  
**Project Check-in**  
 (November 2020)

- Progress update & timeline check-in
- Survey Monkey results review
- Group communication opportunity

**GROUP WORKSHOP 3**  
**First Draft Review**  
 (End of Jan/Early Feb 2021)

- Comments on First Draft 2020 UWMP
- Steps and timeline for completion
- Agencies coordination and public notification timeline review

**GROUP WORKSHOP 4**  
**Reliability Analysis**  
 (TBD)

- Review of Metropolitan's Reliability Analysis
- Opportunity for all agencies to comment
- Incorporation into Draft 2020 UWMP

## Group Workshops & Meetings

PHASE	WORKSHOPS/ MEETINGS	OBJECTIVES	AGENCY ATTENDEES	TIMELINE
<b>Phase 1</b>	<b>Kick off meeting with MWDOC</b>	<input type="checkbox"/> Review and confirm scope of work, schedule, points of contact, work plan, data needs, data collection process and logistics <input type="checkbox"/> Plan for and coordinate the kick-off meeting with all Member Agencies. Identify template agencies	MWDOC	Month 1 (09/2020)
	<b>Group Workshop 1 – Project Kick-off</b>	<input type="checkbox"/> Review UWMP elements with focus on new requirements of the 2020 UWMP <input type="checkbox"/> Review Work Plan <input type="checkbox"/> Review data collection process <input type="checkbox"/> Discuss communication protocol and intro to Data Hub	MWDOC and All Member Agencies	Month 1 (09/2020)
	<b>Individual Member Agencies Work Plan Meeting</b>	<input type="checkbox"/> Review 2020 UWMP template and identify updates since 2015 <input type="checkbox"/> Review implementation of 2015 UWMP <input type="checkbox"/> Review list of the agencies (cities, counties) that Member Agencies are required to coordinate UWMP preparation and what needs to be provided to them and by when <input type="checkbox"/> Review Cloud-based data storage	Individual Member Agency	Month 2 (10/2020)
	<b>Group Workshop 2 – Project Check-in</b>	<input type="checkbox"/> Progress update & timeline check-in <input type="checkbox"/> Survey Monkey results review <input type="checkbox"/> Group communication opportunity	MWDOC and All Member Agencies	Month 3 (11/2020)
<b>Phase 2</b>	<b>Template UWMP Review Meeting</b>	<input type="checkbox"/> Review and receive comments on the template UWMPs	Template Member Agencies and MWDOC	Month 2 (10/2020)
	<b>Group Workshop 3 – First Draft Review</b>	<input type="checkbox"/> Comments on First Draft 2020 UWMP <input type="checkbox"/> Steps and timeline for completion <input type="checkbox"/> Agencies coordination and public notification timeline review	MWDOC and all Member Agencies	Month 6 (02/2021)
	<b>First Draft Review Meeting</b>	<input type="checkbox"/> Review and receive comments on the 90% draft UWMP <input type="checkbox"/> Review schedule for adoption and agencies coordination – determine dates for Board/City Council adoption and dates for public notice	Individual Member Agency	Month 6-7 (02/2021-03/2021)
	<b>Group Workshop 4 – MWD Reliability Analysis</b>	<input type="checkbox"/> Review reliability analysis after MET information becomes available	MWDOC and All Member Agencies	2 weeks after MWD release analysis
<b>Phase 3</b>	<b>Final Draft Review Meeting (As Needed)</b>	<input type="checkbox"/> Review and receive comments on the Final Draft UWMP	MWDOC and all Member Agencies	Month 7-8 (03/2021-04/2021)
	<b>Public Hearing Prep Meeting</b>	<input type="checkbox"/> Prepare for Public Hearing presentation	Individual Member Agency	Month 8-9 (04/2021-05/2021)



# Exhibit B

## PROPOSED SUBCONTRACT ARRANGEMENTS

PROPOSED SUBCONTRACT  
ARRANGEMENTS

## Proposed Subcontractor Arrangements

We have teamed with Maddaus Water Management, Inc. (MWM) to provide support for Task 5 - Demand Management Measures and Task 6 - Water Shortage Contingency Plan. MWM has extensive knowledge of water resources planning, specializing in demand analysis, water conservation and drought planning to help water utilities around the globe. More than 20 years ago, MWM's first project was supporting the water conservation planning needs of Bangkok, Thailand. Since that time, their work has extended to support both publications and training workshops for the United Nations Economic and Social Commission for Asia and the Pacific Region. MWM has completed over 440 projects, focused mainly in the United States.

MWM brings an unparalleled combination of water resources planning expertise with a well-honed understanding of water demands, conservation, drought and water supply reliability. In 1999, William Maddaus, the company's founder, developed the first water conservation model. This Decision Support System (DSS) model has been used in over 20 states across the nation and internationally in Canada, New Zealand and Australia, representing a population of over 40 million people.

*MWM is a family-owned and certified Micro Small Business Enterprise/Women-Owned Business in California.*



**MADDAUS  
WATER  
MANAGEMENT  
INC.**

### MWM TASK LEADERS VALUE TO MWDOC

- ☐ UWMP webinar through Waternow Alliance
- ☐ Working with DWR on key elements of new legislature – Making Conservation a Way of Life and Water Loss.
- ☐ Highly technical and detail-oriented

# Exhibit B

## FIRM'S SPECIFIC EXPERIENCE & CAPABILITIES

FIRM'S SPECIFIC EXPERIENCE &  
CAPABILITIES

July 2020



## Firm's Specific Experience & Capabilities

We have developed a team with previous experience on the 2010 and 2015 UWMPs for MWDOC and similar projects. The team includes technical experts in the categories important to MWDOC as outlined in the scope of services tasks in the RFP. We have also teamed with MWM to provide additional value to MWDOC.



### PRINCIPAL IN CHARGE

Christine Cotton, PE

### PROJECT MANAGER

Sarina Sriboonlue, PE, ENV SP

### QA/QC, CWC COMPLIANCE

Annikki Chamberlain

### WATER RESOURCE RELIABILITY

Sarina Sriboonlue, PE, ENV SP

Gary Trachtman, PE

### ENERGY INTENSITY/SEISMIC RISK/WATER QUALITY

Greg Imamura, PE, ENV SP

David Eberle, PE, ENV SP

### DATA COLLECTION & AGENCY COORDINATION

Carolina Villacis, EIT

### WATER SHORTAGE CONTINGENCY

Lisa Maddaus, PE

### DEMAND MANAGEMENT MEASURES

Michelle Maddaus, PE

### SUPPORT STAFF

Melissa Darr

Shivani Shrotriya

Xintong Qiu, EIT

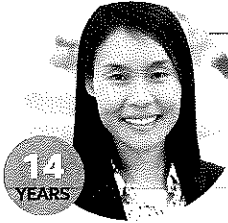
Hannah Keife, EIT

Hannah Braun

Arcadis Staff

Maddaus Staff

## Key Staff Qualifications



PROJECT MANAGER AND WATER RESOURCE RELIABILITY TASK LEADER

### Sarina Sriboonlue, PE, ENV SP

Ms. Sriboonlue is a Senior Water Engineer and Certified Project Manager at Arcadis with dedication to delivering quality work, attention to details, and adept organizational skills. Her 14 years of consulting experience spans a wide range of water and wastewater planning projects for municipal and industrial clients in southern California. Water resources planning is one of her specialty. She assisted numerous wholesale and retail water agencies to develop their 2010 and 2015 Urban Water Management Plans, including MWDOC and retail water agencies in Orange County, Inland Empire Utilities Agency and Water Facilities Authority, Central Basin Municipal Water District, West Basin Municipal Water District, and various other agencies. She has prepared many Water Supply Assessments (WSA) (SB610) for MWDOC member agencies. The most recent was the WSA for The Village at Laguna Hills Project completed in May 2020 for the El Toro Water District. She is familiar with water loss audits (SB555) and has assisted the City of Norwalk in the preparation of its annual water loss audit and validation for CY 2016, 2017, and 2018. Ms. Sriboonlue has worked with many MWDOC agencies on other planning projects, including Newport Beach and Laguna Beach County Water District Water Master Plans, Buena Park's Sewer Master Plan, Huntington Beach Water Use Efficiency Plan. Ms. Sriboonlue is a member of the Arcadis Strategy and Innovation team that worked with Metropolitan Water District in 2019 to assess its organization's innovation program and organizational culture with the objectives to define Metropolitan's Innovation Program expectations and future aspirations. Ms. Sriboonlue was the Location Leader of the Arcadis Irvine office whose goal was to promote collaboration and a sense of community for the 100-person office.

#### VALUE TO MWDOC

- ❑ Key author and task leader of MWDOC's and member agencies' 2010 and 2015 UWMPs
- ❑ Familiarity with DWR guidelines. Attended DWR 2020 UWMP Workshops
- ❑ Direct coordination with DWR UWMP Project Manager. Key to getting member agencies' 2015 UWMPs to meet CWC compliance
- ❑ Familiarity with the application of UWMPs – preparation of Water Supply Assessments and Water Supply Verifications
- ❑ Completed 6 WSAs and WSVs for four MWDOC member agencies



PRINCIPAL IN CHARGE

### Christine Cotton

Ms. Cotton has managed complex programs and master plans over her career, including program master plans, stakeholder development, large capital improvements designs, and facilities start-up. She has been contract manager for utilities and agencies of all sizes and prides herself in being accessible and responsive and will assist the project team as needed to deliver the UWMPs and exceed your expectations.

ENERGY INTENSITY/SEISMIC RISK/WATER QUALITY TASK LEADER

### Greg Imamura, PE, ENV SP

Mr. Imamura is a Civil Engineer specializing in water treatment and distribution on Arcadis' water planning team based in Los Angeles, CA. He has over eight years' experience working through a variety of projects ranging from grading plans to hexavalent chromium treatment planning and design. He is a certified Water Audit Validator who has performed water audit validation for various California water utilities including, San Francisco Public Utilities Commission, Golden State Water Company, City of Norwalk, and others. He is also a Level 2 distribution system operator (D2). His specific experience analyzing water sources includes developing water supply analyses, urban water management plans, and demand forecasting.




**WATER RESOURCE RELIABILITY & WATER LOSS SUBJECT MATTER EXPERT**
**Gary Trachtman, PE**

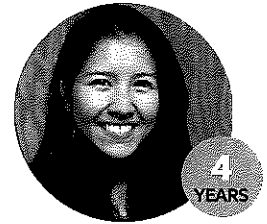
Mr. Trachtman has extensive experience in comprehensive water supply studies, evaluations of long-term dependability alternatives for complex water supply systems, and water supply and demand management options for integrated water resource management plans using criteria addressing technical, environmental, economic and social issues. He has also performed computer-based hydraulic analysis of a wide range (by size and location) of water distribution systems, and design of water treatment, pumping, and storage facilities, as well as operation assistance for distribution systems. He has evaluated the impact of demand-side and system-side water conservation measures on future water demands and developed drought management plans. He has also developed source water assessments, emergency response plans, vulnerability assessments and evaluations of online water quality monitoring technologies and optimal placement of water quality sensor networks for distribution systems.

Mr. Trachtman is a member of the AWWA Water Loss Control Committee, contributed to the 3rd and 4th editions of Manual M36 Water Audits and Loss Control Programs and peer-reviewed USEPA's guidance document on Best Practices to Consider When Evaluating Water Conservation and Efficiency as an Alternative for Water Supply Expansion (2016). He is also Secretary of the AWWA Customer Metering Practices Committee and contributed to the 3rd edition of AWWA Manual M22 Sizing Water Service Lines and Meters.

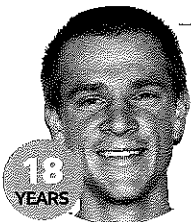
layout/selection/costing, and conceptual level design. He is passionate about sustainability and looks for opportunities to increase economic, environmental, and social value into every project he engages. He is also a core member of Arcadis' global sustainability team responsible for developing, tracking, and monitoring the organizations' sustainability goals.

**DATA COLLECTION AND AGENCIES COORDINATION TASK LEADER**
**Carolina Villacis, EIT**

Ms. Villacis is a water resources engineer who specializes in water, wastewater, and stormwater planning projects. She is detail-oriented and possesses exceptional communication and organization skills, which allows her to excel in stakeholder and data coordination. She has effectively coordinated with various departments within a Client's organization including the executive committee, local and global Arcadis staff, regulatory agencies, and subcontractors to prepare master plans, emergency-related plans, and to obtain permits. Ms. Villacis's data coordination and management skills using spreadsheets and GIS were vital when compiling, organizing, and analyzing various datasets such as historical and current water, asset, census, land use zones, and capacity data to prepare the City of Buena Park's 2018 Updated Sewer Master Plan. More recently, Ms. Villacis coordinated with various staff from the City of Norwalk's public works, engineering, and financial departments to obtain the necessary data to prepare their Calendar Year 2018 American Water Works Association Water Loss Audit.


**WATER SHORTAGE CONTINGENCY TASK LEADER**
**Lisa Maddaus, PE**

Ms. Maddaus is a senior water resources engineer with experience preparing water resources planning, conservation, drought, and water loss control studies for water suppliers across the country. Lisa has worked on numerous UWMPs. She worked with Suisun-Solano Water Authority on their 2015 Urban Water Management Plan as well as on their water loss analysis. Lisa also was project manager for the 2015 UWMP for


**ENERGY INTENSITY/SEISMIC RISK/WATER QUALITY SUBJECT MATTER EXPERT**
**David Eberle, PE, ENV SP**
**LEED AP**

Mr. Eberle is one of Arcadis' water resources, planning, and quality experts. David's experience is deeply rooted in his municipal and industrial water work focused on master planning, feasibility studies, alternative assessments, triple bottom line analyses, treatment process

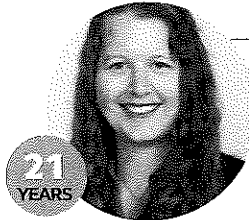
Cambria Water Services District. Lisa continues to advise clients for the upcoming 2020 Urban Water Management Plans and approaches to addressing the new "Making Water Conservation a California Way of Life" legislation. She also recently assisted the California Department of Water Resources in addressing this new legislation by providing technical assistance to DWR regarding the Urban Wholesaler Water Loss Study Report submitted in January 2020.

Lisa presented via webinar on the 2020 UWMP requirements, which was well reviewed and attended by over 90 individuals.

## QA/QC & CALIFORNIA WATER CODE COMPLIANCE

### Annikki Chamberlain

Ms. Chamberlain is a Water Resource Analyst and Training Specialist with 12 years of experience in many facets of water management, including water supply and efficiency, watershed and climate science, wastewater treatment, and water policy. Annikki has served as a CII Solutions and Water Conservation Specialist, having great success assisting and training hundreds of service providers in equipment operation, troubleshooting, and diagnostic analysis using water use data, infographics, and standard operating procedures. She has conducted more than 50 water audits across residential and commercial properties and effectively trained a diverse range of audiences on a variety of technical water topics, including CII Water Audits, Environmental and Industrial Processes, Landscape and Irrigation Evaluation, and Cooling Tower Assessment. Most recently, she provided CII Water Audit Training for over 100 attendees in a PG&E webcast and 10 employees at an in-person training for El Paso Water in Texas.



## DEMAND MANAGEMENT MEASURES TASK LEADER

### Michelle Maddaus, PE

Ms. Maddaus is a registered civil engineer with 21 years of experience, a wide variety of which is in the water resources field. She has been working with urban water management plans since 2000, including the City of Sacramento (2000), Calistoga (2005), Suisun-Solano Water Authority (2005, 2010, 2016), South Tahoe Public Utilities (2010), Liberty Utilities (2016), Mid-Peninsula Water District (2016), City of Sonoma (2016) and the technical demand analysis portion of the UWMPs for over 57 agencies, like Marin Municipal Water District, North Marin County Water District, City of Santa Rosa, City of Petaluma, City of Rohnert Park, Town of Windsor, City of Sonoma, Valley of the Moon, City of Cotati. In May 2020, Michelle and

## Ability to Perform

The following table shows the percentage of time each team member will contribute to the project.

TEAM MEMBER	ROLE	CONTRIBUTION
Sarina Sriboonlue, PE ENV SP	Project Manager/Task Leader - Water Resources Reliability	15%
Lisa Maddaus, PE	Task Leader - Water Shortage Contingency	7.5%
Michelle Maddaus, PE	Task Leader - Demand Management Measures	2.5%
Greg Imamura, PE ENV SP	Task Leader - Energy Intensity/Seismic Risk/Water Quality/Water Loss	20%
Carolina Villacis, EIT and Technical Support Staff	Task Leader - Data Collection and Agencies Coordination and Report Preparation	45%
David Eberle, PE	Subject Matter Expert - Energy Intensity and Climate Change	2.5%
Gary Trachtman, PE	Subject Matter Expert - Water Resources Reliability and Water Loss	2.5%
Annikki Chamberlain	QA/QC - California Water Code Compliance	5%
	Total	100%

# Exhibit B



## PROJECT TEAM'S PAST RECORD OF PERFORMANCE

July 2020



## Project Team's Past Record of Performance

### Relevant Project Experience

The following projects demonstrate our team's experience completing UWMPs and similar projects together.

### 2015 & 2010 Urban Water Management Plan Updates

*Municipal Water District of Orange County & 23 Retail Agencies | Fountain Valley, California*

#### REFERENCE

Harvey E. De La Torre  
Associate General Manager  
Municipal Water District of  
Orange County  
☎ (714) 593-5027  
✉ HDeLaTorre@MWDOC.com

#### KEY STAFF

☐ Sarina Sriboonlue  
☐ Greg Imamura  
☐ Gary Trachtman

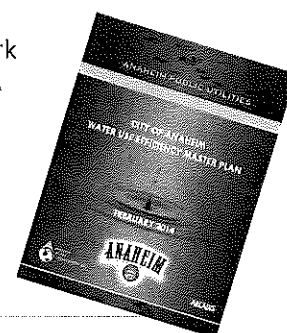
Arcadis assisted MWDOC and 23 retail agencies in the development of their 2015 UWMPs. Arcadis worked with MWDOC and retail agencies to create comprehensive UWMP documents that 1) account for planning activities within the MWDOC service area including that of the MWDOC-led Orange County Regional Alliance to comply with Water Conservation Bill of 2009 (SBx7-7) 20x2020 water use reduction goals; and 2) align with planning activities of other entities within the region, such as Orange County Water District and Metropolitan Water District. All of the 2015 UWMPs developed for MWDOC and retail agencies met the requirement of the UWMP Act, as well as various legislations and guidance documents available including: a detailed evaluation of the supplies necessary to meet demands over a 25-year period in a single year and multi-year droughts as well as average conditions; documentation of the stages of actions the agency would undertake to address up to 50% reduction in its water supplies; a description of the actions to be undertaken in the event of an interruption in water supplies; and an evaluation of water use efficiency measures to satisfy the requirements of the Water Conservation Bill of 2009 (SBx7-7).

### ARCADIS & MWM COLLABORATIVE PROJECTS



Arcadis and MWM, specifically, **Sarina** and **Michelle** have partnered to deliver many successful projects together for almost a decade. Sarina's big picture thinking and Michelle's detail-oriented nature are complimentary. **Our teams work well together and genuinely enjoy the collaboration.**

- ✦ 2015 Urban Water Management Plan Liberty Utilities (formerly Park Water Company), Downey CA
- ✦ Water Resources Plan (2016) Liberty Utilities (formerly Park Water Company), Downey CA
- ✦ Water Use Efficiency Master Plan (2012) City of Anaheim, CA
- ✦ Water Use Efficiency Master Plan (2012) City of Corona, CA



### 2015 Land Use-Based Demand Model Development & 2015 Urban Water Management Plan

*Inland Empire Utilities Agency | Chino, California*

#### REFERENCE

Elizabeth Hurst  
Senior Environmental  
Resource Planner  
Inland Empire Utilities Agency  
☎ 909.993.1634 |  
✉ EHurst@IEUA.org

#### KEY STAFF

☐ Sarina Sriboonlue  
☐ David Eberle

Arcadis assisted the Inland Empire Utilities Agency (IEUA) in the development of its 2015 Urban Water Management Plan (UWMP). Arcadis worked with IEUA to create a robust and comprehensive UWMP document that aligned with its other regional planning documents, specifically the 2015 Integrated Water Resources Plan (IRP) and the 2015 Water Use Efficiency Business Plan. For the development of its 2015 UWMP, IEUA had the goals to not only meet the UWMP Act requirements but also to 1) develop a land use-based water demand model



that disaggregates regional data to the member agency level; 2) determine the water energy intensity of IEUA's operations; and 3) evaluate climate change vulnerability impacts of IEUA's supply portfolio.

With input from IEUA and its member agencies, Arcadis developed a land use-based water demand projection tool that offers a transparent demand forecasting approach using consistent planning data and appropriate stakeholder (i.e. retail agency) involvement. The methodology used to create the demand model relied on the development of a land use database within a geographic information system (GIS) and the determination of water use factors on a per acre basis. The demand model provided demand projections for each member agency separately and the total IEUA service area in five-year increments to 2040.

As part of this project, Arcadis also assisted IEUA to determine the water energy intensity of its operations and facilitate a climate change scenario planning stakeholder workshop. The workshop discussion evolved around "what if" scenarios, identified stakeholder concerns, as well as identified and prioritized climate change risks to supply reliability. The climate change risk assessment exercise generated a list of considerations for future studies. Arcadis completed the UWMP on time and on budget. The UWMP satisfied all requirements of the California Water Code. The project generated two presentations for the CA-NV AWWA Fall 2016 conference

## Water Supply Assessments for Five Lagunas and The Village at Laguna Hills Project

*El Toro Water District | Lake Forest, California*

### REFERENCE

Dennis Cafferty, PE  
General Manager  
El Toro Water District  
24251 Los Alisos Blvd.  
Lake Forest, CA 92630

### KEY STAFF

□ Sarina Sriboonlue  
□ David Eberle  
□ Shivani Shrotriya

In 2015, Arcadis assisted El Toro Water District (ETWD) in preparing the Water Supply Assessment (WSA) for the Five Lagunas development project concept proposed by

Merlone Geier Partner. The Five Lagunas project proposed to develop multi-family residential units and to redevelop and expand the existing Laguna Hills Mall per the Urban Village Specific Plan to create a new mixed-use town center. The Five Lagunas concept later evolved into a project called The Village at Laguna Hills. The revised project concept proposes to develop multi-family residential units and to redevelop Laguna Hills Mall. The City of Laguna Hills determined that The Village at Laguna Hills project proposed by Merlone Geier Partners qualified as a "project" as defined by the California Water Code § 10912 and requested ETWD to prepare a WSA to satisfy the requirements of Senate Bill (SB) 610. Arcadis evaluated ETWD's projected future demands with additional water demands associated with The Village at Laguna Hills project and compared to projected supplies available to ETWD through 2040. In accordance with the foregoing and the standards set forth by Water Code § 10910, WSA addressed whether the total projected water supplies available to ETWD during average, single-dry, and multiple-dry water years over the next 20 years are sufficient to meet the projected water demands for the proposed The Village at Laguna Hills project, in addition to ETWD's existing uses.

## Suisun-Solano Water Authority UWMPs

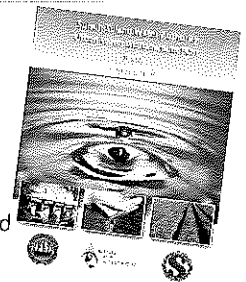
*Suisun-Solano Water Authority | California*

### REFERENCE

Jim Daniels  
Solano Irrigation District  
☎ (707) 455 4015  
✉ JDaniels@SIDWater.org

### KEY STAFF

□ Michelle Maddaus



Michelle Maddaus prepared Suisun-Solano Water Authority's Urban Water Management Plan in 2005, 2010, and 2015. The Plan closely followed the content requirements found in the California Department of Water Resources Guidebook. She worked with District engineers to define the local water supply. Using the DSS Model she prepared a water demand forecast using data from their General Plan. She identified cost-effective conservation measures for the Suisun-Solano Water Authority to implement. All the 2005, 2010, and 2015 UWMP reports were submitted to the CA DWR for approval and adopted by the City Council after a public hearing.

## “Making Conservation a Way of Life” Water Conservation Strategic Plan, & Regional Demand & Conservation Projections Analysis

Bay Area Water Supply & Conservation Agency | California

### REFERENCE

Nicole H. Sandkulla, P.E.,  
CLO

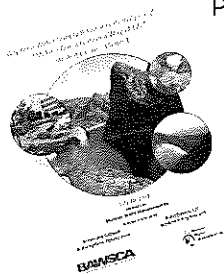
Bay Area Water Supply &  
Conservation Agency  
☎ (650) 743-6688

✉ NSandkulla@BAWSCA.org

### KEY STAFF

☐ Michelle Maddaus

MWM led the development of the Bay Area Water Supply & Conservation Agency's (BAWSCA's) Water Conservation Strategic Plan. MWM reviewed the State's "Making Water Conservation a California Way of Life" regulations and BAWSCA existing conservation efforts. Partnering with industry experts, MWM assessed the CII account classification and outdoor landscape area measurements existing capabilities and best practices. The Project Team also inventoried current water auditing and water loss control of each of the 27 individual member agencies that BAWSCA represents and outlined areas for audit improvement and water loss opportunities. A roadmap was developed for the landscape, CII, and water loss project elements to scope tasks and timeline for implementation of improved data collection and management, further assessment, and intervention needs. Three memos, a final report, and multiple workshops and webinars were conducted to engage the BAWSCA member agencies in the process. The "Making California a Way of Life" Strategic Plan report can be found at the following link: <http://bawsc.org/water/reliability>.



The Regional Demand and Conservation Projections Analysis is currently in process and scheduled to be completed by June 2020. It involves efficiently updating BAWSCA's conservation program business case analysis and water savings projections by developing uniform demand and conservation projections for the BAWSCA member agencies. The

final report and modeling tools will be designed to support BAWSCA regional planning efforts (e.g., the implementation of BAWSCA's Long-Term Reliable Water Supply Strategy) and individual member agency work assignments (e.g., 2020 Urban Water Management Plans).

## Liberty Utilities (formerly Park Water Company) 2015 UWMP

Liberty Utilities | Downey, California

### REFERENCE

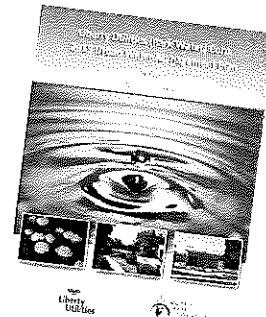
Sarah Rae  
Liberty Utilities  
☎ (562) 805-2099

✉ Sarah.Rae@LibertyUtilities.com

### KEY STAFF

☐ Michelle Maddaus

In 2015-2016, MWM closely followed the content requirements found in the California Department of Water Resources 2015 Guidebook to prepare Liberty's 2015 UWMP. Using the DSS Model, MWM prepared a water demand forecast based on data provided by Liberty, which included a conservation analysis of 20 individual water conservation measures. The conservation measures were reviewed along with per capita conservation targets to meet the SB X7-7 conservation targets of 20% reduction by the year 2020. Cost-effective conservation measures were identified for Liberty. The 2015 UWMP report was submitted to the California Department of Water Resources for approval and adopted by Liberty's Board in June 2016.



Later in 2016, the WUE Master Plan was updated to reflect Liberty's 2015 UWMP. With the use of MWM's DSS Model, the plan provided detailed information for 20 individual conservation measures, giving Liberty the flexibility to use this plan as a guide to implement additional measures to help increase water savings should the statewide drought worsen significantly. To determine Liberty's target per capita water use, baseline per capita water use was refined by determining Liberty's 2010 service area population using GIS techniques to align water service area and 2010 census block boundaries.

# Exhibit B

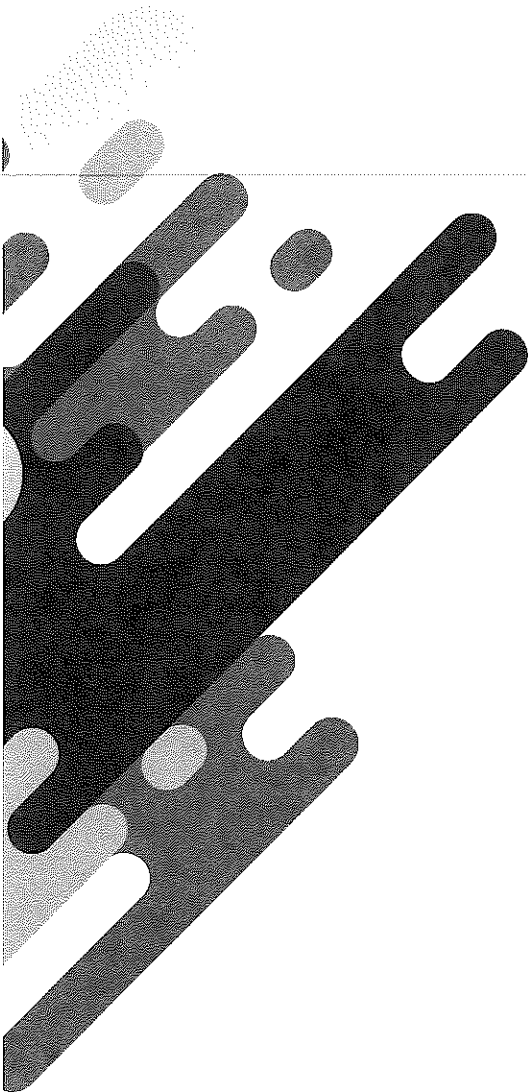
PROJECT TEAM'S PAST RECORD OF PERFORMANCE



PROJECT	CLIENT	PROJECT TEAM	UWMP / WSA	WATER RESOURCE RELIABILITY	GROUNDWATER MANAGEMENT	DEMAND MANAGEMENT MEASURES	WATER SHORTAGE / DROUGHT PLANNING	WATER LOSS MANAGEMENT	WATER UTILITY MANAGEMENT	STAKEHOLDER COORDINATION	CLIMATE CHANGE
Innovation Program Review and Recommendation	Metropolitan Water District of Southern California	Sarina Sriboonlue, Shivani Shrotriya									
Leading Water and Wastewater Utility Innovation	Water Research Foundation + 75 utilities (incl. Metropolitan)	Sarina Sriboonlue, Shivani Shrotriya									
2010 and 2015 Urban Water Management Plan	MWDOC, X member agencies, Anaheim, Fullerton, Santa Ana	Sarina Sriboonlue, Greg Imamura									
Water Supply Assessment for The Village at Laguna Hills	El Toro Water District	Sarina Sriboonlue, Shivani Shrotriya									
Energy Optimization Study	Mesa Water District	Greg Imamura									
Chino Basin Water Bank Development	Inland Empire Utilities Agency	Sarina Sriboonlue, Carolina Villacis, Shivani Shrotriya									
2015 Demand Model and Urban Water Management Plan	Inland Empire Utilities Agency	Sarina Sriboonlue									
2015 Urban Water Management Plan	West Basin Municipal Water District	Sarina Sriboonlue									
2015 Urban Water Management Plan	Central Basin Municipal Water District	Sarina Sriboonlue									
2015 Urban Water Management Plan	Liberty Utilities (Park Water Company)	Sarina Sriboonlue, Michelle Maddaus									
Water Resources Plan	Liberty Utilities (Park Water Company)	Sarina Sriboonlue, Michelle Maddaus									
2015 Urban Water Management Plan	City of Norwalk	Sarina Sriboonlue									
Water Loss Management Assistance	Golden State Water Company	Sarina Sriboonlue, Greg Imamura, Gary Tratchman									
Water Loss Audit Validation	San Francisco Public Utilities Commission	Greg Imamura									
Hazard Mitigation Plan	East Valley Water District	Carolina Villacis									
Use and Effectiveness of Municipal Irrigation Restrictions During Drought Research Study and Report	Alliance for Water Efficiency	Michelle Maddaus, Lisa Maddaus, Hannah Braun, Annikki Chamberlain									
"Making Conservation a Way of Life" Water Conservation Strategic Plan	Bay Area Water Supply and Conservation Agency	Michelle Maddaus, Lisa Maddaus, Hannah Braun, Annikki Chamberlain									
2015 Urban Water Management Plan	Cambria Community Services District	Lisa Maddaus									
Water Supply Assessments (6 separate WSAs)	City of Foster City	Michelle Maddaus, Lisa Maddaus, Hannah Braun									
Water Conservation Master Plans	City of Oceanside	Michelle Maddaus, Lisa Maddaus									
2010, 2016 and 2020 Conservation Analysis for the Long-Term Water Supply Plan and CII Program Design and Implementation	City of Santa Barbara	Michelle Maddaus, Lisa Maddaus, Hannah Braun									
2010 and 2015 Urban Water Management Plan	City of Sonoma	Michelle Maddaus, Lisa Maddaus									
Integrated Water Resources Plan	Jordan Valley Conservancy District (wholesaler with 19 retailers)	Michelle Maddaus, Lisa Maddaus, Hannah Braun, Annikki Chamberlain									
2015 Urban Water Management plan	Liberty Utilities (formerly Park Water Company)	Michelle Maddaus									
Water Supply and Conservation Plan and Update	Metropolitan North Georgia Water Planning District (16 counties and 93 cities)	Michelle Maddaus, Lisa Maddaus									
2015 Urban Water Management Plan and Water Shortage Plan	Mid-Peninsula Water District	Michelle Maddaus, Lisa Maddaus									
Water Shortage Contingency Plan and Water Supply Assessment Reports	Rancho Murieta Community Services District	Lisa Maddaus									

2020 Urban Water Management Plans | 25

**CONFLICT OF  
INTEREST**



## Conflict of Interest

Arcadis U.S., Inc. does not have any personal or organizational conflicts of interest prohibited by law. Arcadis U.S., Inc. does not have any interest or ownership, and does not receive or anticipate receiving remuneration of any type from the manufacturer(s), supplier(s), or distributor(s) which may be recommended on the project. To the best of our knowledge we have no conflicts as they may relate to both MWDOC and any potentially participating Member Agencies.

# Exhibit B

## ACCEPTANCE OF AGREEMENT TERMS & CONDITIONS

## Acceptance of Agreement Terms & Conditions

We have reviewed the sample copy of MWDOC's professional services agreement (Attachment C) and are willing to accept the agreement terms and conditions without changes or modifications.



# Exhibit B

## DETAILED BUDGET

DETAILED BUDGET

July 2020

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## Exhibit B

## Detailed Budget

## Budget Summary Proposal

## COST PER CATEGORY OF UWMP

UWMP CATEGORY	MINIMUM OF 15 AGENCIES	APPROXIMATELY 25 AGENCIES
MWDOC	\$32,720	\$32,720
OCWD Groundwater Agencies	\$24,650	\$24,650
OCWD Groundwater Agencies with Recycled Water	\$25,530	\$25,530
South Orange County Agencies with Recycled Water	\$24,910	\$24,910
Non-OCWD North County Groundwater Basin Agencies	\$25,790	\$25,790
South Orange County Agencies WITHOUT Recycled Water	\$24,390	\$24,390

## Summary Table

UWMP CATEGORY	ARCADIS HOURS					ARCADIS COST				MWM COST			TOTAL LABOR	TOTAL COST
	SRIBOONLUE PM	TRACHTMAN/ EBERLE SME	IMAMURA SENIOR ENGINEER	VILLACIS STAFF ENGINEER	ADMIN	SUB TOTAL	LABOR	ODCS	SUB TOTAL	LABOR	ODCS	SUB TOTAL		
MWDOC	16	8	52	66	12	154	\$24,220	\$1,200	\$25,420	\$6,300	\$1,000	\$7,300	190	\$32,720
OCWD	16	8	32	48	10	114	\$18,060	\$1,000	\$19,260	\$5,590	\$0	\$5,590	146	\$24,650
OCWD W/RW	16	8	34	52	10	120	\$18,940	\$1,000	\$20,140	\$5,590	\$0	\$5,590	152	\$25,530
SOUTH COUNTY W/RW	16	8	32	50	10	116	\$18,320	\$1,000	\$19,520	\$5,590	\$0	\$5,590	148	\$24,910
NON-OCWD	16	8	34	54	10	122	\$19,200	\$1,000	\$20,400	\$5,590	\$0	\$5,590	154	\$25,790
SOUTH COUNTY	16	8	32	46	10	112	\$17,800	\$1,000	\$19,000	\$5,590	\$0	\$5,590	142	\$24,390

# Exhibit B

## RESUMES

RESUMES



# Exhibit B

## SARINA SRIBOONLUE, PE, ENV SP PROJECT MANAGER



### EDUCATION

- MS, Agricultural & Biosystems Engineering, University of Arizona, 2005
- BE, Civil Engineering, University of Canterbury Christchurch New Zealand, 2003

### YEARS OF EXPERIENCE

- Total – 14

### PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- Professional Engineer – CA
- ENVISION Sustainability Professional

Ms. Sriboonlue is a Senior Water Engineer and Certified Project Manager at Arcadis with dedication to delivering quality work, attention to details, and adept organizational skills. Her 14 years of consulting experience spans a wide range of water and wastewater planning projects for municipal and industrial clients in southern California. Water resources planning is one of her specialty. She assisted numerous wholesale and retail water agencies to develop their 2010 and 2015 Urban Water Management Plans, including MWDOC and retail water agencies in Orange County, Inland Empire Utilities Agency and Water Facilities Authority, Central Basin Municipal Water District, West Basin Municipal Water District, and various other agencies. She has prepared many Water Supply Assessments (WSA) (SB610) for MWDOC member agencies. The most recent was the WSA for The Village at Laguna Hills Project completed in May 2020 for the El Toro Water District. She is also familiar with water loss audits (SB555) and has assisted the City of Norwalk in the preparation of its annual water loss audit and validation for CY 2016, 2017, and 2018. She has worked with many MWDOC agencies on other planning projects, including City of Newport Beach and Laguna Beach County Water District Water Master Plans, City of Buena Park's Sewer Master Plan, City of Huntington Beach Water Use Efficiency Plan. She is a member of the Arcadis Strategy and Innovation team that worked with Metropolitan Water District in 2019 to assess its organization's innovation program and organizational culture with the objectives to define Metropolitan's Innovation Program expectations and future aspirations. She was the Location Leader of the Arcadis Irvine office whose goal was to promote collaboration and a sense of community for the 100-person office. She is a certified ENVISION® Sustainability Professional who integrates sustainability values at work and at home.

## Project Experience

### 2015 and 2010 Urban Water Management Plans Municipal Water District of Orange County and Member Agencies, Fountain Valley, California

As Task Leader, Ms. Sriboonlue assisted in the preparation the 2015 and 2010 UWMP for Municipal Water District of Orange County (MWDOC) and its 21 retail agencies. She took over as Project Manager and through close communication with the Department of Water Resources ensured that all UWMPs were completed and in compliance with the California Water Code.

# Exhibit B

## **2015 Urban Water Management Plan and Land Use-Based Demand Modelling Inland Empire Utilities Agency, Chino Hills, California**

Oversaw two technical teams working in parallel to develop a land use-based water demand model and to develop IEUA's 2015 UWMP. IEUA's 2015 UWMP included the determination of the water energy intensity of IEUA's operations as well as the evaluation of climate change vulnerability impacts of IEUA's supply portfolio.

## **2015 Urban Water Management Plan Central Basin Municipal Water District, Commerce, California**

Assisted in the preparation the 2015 UWMP for Central Basin Municipal Water District. She was Task Leader for the analysis of demand management measures and for the assessment of the 20x2020 water use reduction goal compliance.

## **2015 Urban Water Management Plan West Basin Municipal Water District, Carson, California**

West Basin Municipal Water District prepared the majority of its 2015 UWMP in house and hired Arcadis to provide technical review and QA/QC. Was Task Leader for the review of demand management measures and the 20x2020 water use reduction goal compliance.

## **2015 Urban Water Management Plan and 2016 Water Resources Plan Liberty Utilities (previously Park Water Company), Downey, California**

Arcadis in collaboration with Maddaus Water Management assisted Liberty Utilities in the development of its 2015 UWMP and 2016 Water Resources Plan. Was the lead engineer for the Water Resources Plan development that involved conceptual evaluation of long-term water supply sources, such as direct and indirect potable reuse, desalination, groundwater storage and treatment alternatives. The project involved the evaluation of each potential source of supply in the context of reliability and financial stability. Findings were presented in a 10-year action plan.

## **Water Supply Assessments for The Village at Laguna Hills Project El Toro Water District, Lake Forest, California**

Project manager for the development of the WSA for the Village at Laguna Hills Project which proposed to modernize the existing Laguna Hills Mall property. The assessment addressed whether the projected supply for the next 20 years, based on normal, single dry, and multiple dry years would meet the demand projected for the project plus existing and planned future use within the El Toro Water District's service area per requirements of Senate Bill 610.

## **Water Supply Assessments for Village Activities Center Specific Plan and Five Lagunas Project El Toro Water District, Lake Forest, California**

Lead engineer for the assessment of water supply and demand projections to meet the needs of two new proposed developments within the El Toro Water District's service area per requirements of Senate Bill 610. The assessment addressed whether the projected supply for the next 20 years, based on normal, single dry, and multiple dry years would meet the demand projected for the project plus existing and planned future use.

# Exhibit B

## **Water Supply Assessment for Town and Country Project City of Orange, Orange, California**

Project manager for the assessment of water supply and demand projections to meet the needs of a new proposed development within the City of Orange's service area per requirements of Senate Bill 610.

## **Water Supply Assessment for Vantis Specific Plan Project Moulton Niguel Water District, Laguna Niguel, California**

Lead engineer in the preparation of a Water Supply Assessment for the Vantis Specific Plan development in the City of Aliso Viejo. The project assessed the ability of the water district's existing and planned water supplies to meet the projected water demands associated with existing demands and additional demand from the proposed development.

## **CY 2016, 2017 and 2018 Water Loss Audit and Validation City of Norwalk, Norwalk, California**

Project Manager for the Arcadis team that assisted the City of Norwalk in the preparation of its annual water loss audit and validation for CY 2016, 2017, and 2018 to satisfy SB 555.

## **Utility Innovation Program Review Metropolitan Water District of Southern California, Los Angeles, California**

Project manager for the Arcadis team that assisted Metropolitan in the assessment of its organization's innovation program and organizational culture through a series of surveys, individual and focus group interviews, and facilitated workshops. The objectives were to define Metropolitan's Innovation Program expectations and future aspirations and to develop recommendations for enhancing Metropolitan's Innovation Program.

## **Leading Water and Wastewater Utility Innovation Water Research Foundation, Denver, Colorado**

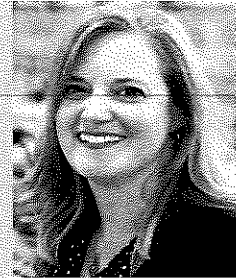
Ms. Sriboonlue is team member that is working with the Water Research Foundation and 70 water/wastewater utilities from the US, Australia, Canada, and the UK to achieve three main goals: 1) equip utilities with knowledge/network/tools to assess and encourage broad engagement in innovation; 2) provide guidance for building powerful innovation partnerships for early wins; and 3) develop a user-friendly tool for building an innovation strategy for utilities.

## **2018 Sewer Master Plan City of Buena Park, Orange County, California**

Ms. Sriboonlue was Project Manager for the development of the 2018 Sewer Master Plan for the City of Buena Park to update flow projections to reflect current conditions, procure a new hydraulic model, and evaluate impacts of future redevelopment and decreased wastewater flow trend due to reduced potable water demand stemming from the prolonged California drought.

# Exhibit B

## CHRISTINE COTTON, PE PRINCIPAL IN CHARGE



### EDUCATION

- BS, Civil and Environmental Engineering, University of Texas, Austin, 1994
- MS, Civil and Environmental Engineering, University of Texas, Austin, 1996

### YEARS OF EXPERIENCE

- Total – 24

### PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- Professional Engineer – AZ

### PROFESSIONAL ASSOCIATIONS

- American Water Works Association
- International UV Association
- Society of Women Engineers

Ms. Cotton has managed complex programs over her career, including program master plans, stakeholder development, large capital improvements designs, and facilities start-up. She has worked with LADWP over the last 9 years, assisting LADWP with multiple treatment projects (LAAFP UV, LAR UV, NHW UV AOP, Fairmont Sedimentation Plant), chloramine conversion and nitrification prevention, asset management, and LIMS assessment to highlight a few.

### Project Experience

#### Los Angeles Source Water Treatment Master Plan and Fairmont Treatment Plant Design and Owner's Agent Services

##### Los Angeles Department of Water and Power, California

Project Manager and Technical Lead for the evaluation of the current treatment strategies and operational practices for source waters conveyed through the Los Angeles Aqueduct (LAA), and source waters from the State Water Project East Branch (SWP-E) and State Water Project West Branch (SWP-W). The project was planned and a roadmap was developed through a series of workshops that included individual workshops with Water Engineering, WQ, Water Operations, and Water Resources to review and screen alternatives and develop a roadmap for construction of the Fairmont Sedimentation Plant.

1. Preliminary Screening Evaluation Workshops – In this phase, a list of all treatment alternatives was developed, including a no-action alternative, which could potentially address the objectives. Alternatives were ranked in a workshop format against an established criteria list for water quality, operations, cost, and implementability.
2. Detailed Alternatives Evaluation Workshops – In this phase, the top three alternatives identified in phase 1 were further evaluated and compared against each other in workshops with LADWP stakeholders in different Divisions.

After the source water treatment and location was selected, She led the team to complete the 30% design and serve as the owner's agent for a progressive design build team (to be selected). The 30% design and the Preliminary Design Report are complete, and our team is assisting LADWP as-needed to procure the Progressive Design Builder.

# Exhibit B

## **Asset Management Program**

**Los Angeles Department of Water and Power, Los Angeles, California**

Project Manager assisting LADWP to increase awareness of the benefits of Asset Management through workshops. Presented functionalities of Maximo and the process to develop a business case and prioritize projects prior to inclusion in CIP list. Develop and led brainstorming sessions, exercises and training materials for engaging Asset Management training for LADWP staff. Evaluating and updating current LADWP asset management reports for main lines, pump stations and regulatory stations. Analysis of existing data for each asset classes and conducted a respective gap analysis in order to identify missing data and coordinate with LADWP in order to collect necessary missing information.

## **Owner's Agent - San Fernando Basin Groundwater Remediation**

**Los Angeles Department of Water and Power, Los Angeles, California**

Principal-in-Charge for Owner's Agent team providing full range of expert professional engineering and consulting services in order to assist in the initiation, planning, design, permitting, procurement, alternate delivery construction, commissioning, close out and operations of the SFB remediation and drinking water treatment facilities program. The SFB program will include several new treatment facilities to be constructed on an aggressive schedule between 2017 and 2022, comprising one the largest drinking water groundwater remediation programs in the world with total construction costs estimated from \$600 million to \$800 million. These facilities will restore pumping of groundwater from contaminated SFB wells, lessening LADWP's reliance on imported water that will also provide increased resiliency and sustainability in conjunction with increased stormwater capture.

## **Professional and Technical Services for Ultraviolet and Chloramine Facilities and Disinfection Integration**

**Los Angeles Department of Water and Power, California**

Program Manager for the Los Angeles Reservoir Ultraviolet Facility. The projected added ultraviolet disinfection facilities and converted from chlorine to chloramine residual disinfectant to comply with the Stage 2 Disinfectants and Disinfection By-Products Rule (D-DBPR) and the Long Term2 Enhanced Surface Water Treatment Rule (LT2ESWTR).

## **Griffith Park Hydraulic Computer Model and Distribution Improvements**

**Los Angeles Department of Water and Power, Los Angeles, California**

Contract Manager for the water distribution system around the iconic Griffith Park in LA. The project includes development of the hydraulic model for the system and identifying system alternatives for master planning and water quality.

## **Assistance with LAR Ultraviolet Treatment Project**

**Los Angeles Department of Water and Power, Los Angeles, California**

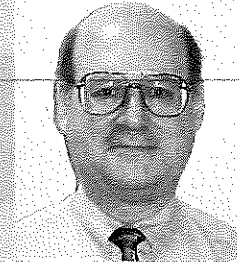
Program Manager for the Los Angeles Reservoir Ultraviolet Facility. The projected added ultraviolet disinfection facilities and converted from chlorine to chloramine residual disinfectant to comply with the Stage 2 Disinfectants and Disinfection By-Products Rule (D-DBPR) and the Long Term2 Enhanced Surface Water Treatment Rule (LT2ESWTR).



# Exhibit B

## GARY TRACHTMAN, PE, CDT

### WATER RESOURCE RELIABILITY



#### EDUCATION

- MSCE, Sanitary Engineer, New York University, 1972
- BSCE, Sanitary Engineering, Northeastern University, 1969

#### YEARS OF EXPERIENCE

- Total – 48
- With Arcadis – 9

#### PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- Professional Engineer
- Certified Construction Documents Technologist (CDT)

#### PROFESSIONAL ASSOCIATIONS

- American Society of Civil Engineers, Life Member
- American Water Works Association, Water Loss Control Committee, Customer Metering Practices Committee, Life Member

Mr. Trachtman has performed water loss audits for water systems ranging from 30,000 to 400,000 accounts and has recommended and assisted with implementation of programs for reducing and managing Non-Revenue Water. He has been a member of the AWWA Water Loss Control Committee (WLCC) for over 10 years, contributed to the 3rd and 4th editions of Manual M36 Water Audits and Loss Control Programs and peer-reviewed USEPA's guidance document on Best Practices to Consider When Evaluating Water Conservation and Efficiency as an Alternative for Water Supply Expansion (2016). He serves as Chair of the WLCC's Water Audit Regulatory Practices Subcommittee, and member of the WLCC's Subcommittees on Outreach and Strategic Business Planning for Non-Revenue Water Management. He is also Secretary of the AWWA Customer Metering Practices Committee and contributed to the 3rd edition of AWWA Manual M22 Sizing Water Service Lines and Meters.

#### Project Experience

##### Water Audit Review

##### City of Newport Beach, California

Advisor to City Water Department for completion of Water Audits required for compliance with CUWCC MOU BMP 1.2 Water Loss Control. Assistance included review and interpretation of Reporting Worksheet entries and Data Validity Scores with City staff for each component of the AWWA M36 Water Audit Methodology using the Free Water Audit Software v5.0.

##### Central Basin MWD, Inland Empire UA Water Systems Water Audit Review

##### Municipal Water District of Orange County (MWDOC), Multiple Cities Southern California

Advisor to Water Systems for completion of Water Audits required for completion of their 2015 UWMP. Also, for Mesa WD and the City of Norwalk, assistance with preparation of annual water audits to the CADWR Technical Assistance Program's Level 1 Validation Protocol using the AWWA M36 Water Audit Methodology and Free Water Audit Software v5.0.

##### Company-wide Water Loss Control Program Golden State Water Company, Anaheim, California

Subconsultant to M.E. Simpson Company for preparation of Water Loss Control Program for 38 water systems, of which 17 are required to submit annual water

# Exhibit B

loss audits under SB555. Included preparation of Technical Memoranda assessing water loss performance of individual water systems, recommendations for improved performance and revised Company-wide Policies and Procedures Manual for Water Loss Control.

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## **Water Supply Studies**

### **Birmingham Water Works Board, Alabama**

Project manager conducted engineering investigation, cost estimates, and prepared report on future water requirements and alternative future water supply for system serving population of 650,000. Engineering analysis and preparation of reports on supply, transmission, and distribution systems of 15 service areas. Analysis of raw water system alternatives for interconnection with an existing filter plant and tie-in of proposed additional intake and transmission system. Co-facilitator of strategic planning workshops, assisted with preparation of draft Consolidated Strategic Plan, participant in competitive baseline assessment for senior and middle-management staff, and preparation of Effectiveness and Efficiency Master Plan. Assisted BWWB with development of its Drought Management Plan and performed an assessment of BWWB's Long Term Water Resources Needs. Identified three elements of water use efficiency that may have already affected existing demands for water and/or could reduce future water demand – progress made by the Board's Water Loss Reduction Initiative, implementation of conservation programs (including conservation-oriented rate structures) and increasing use of water-efficient fixtures in existing and new construction. Prepared a high-level review of other potential elements of an overarching water use efficiency program that would include potential conservation and water rate-based initiatives. Led workshops with BWWB staff to develop an appropriate mix of program elements to achieve the desired objective of reducing future water demand of raw water and potable water customers, based on assumptions of market penetration of individual potentially implementable elements. Background information examined included programs developed and implemented by State and regional agencies and/or by other water systems in the United States similar in size to BWWB's system, and the results of research conducted by regulatory agencies and other water industry organizations such as the United States Environmental Protection Agency (USEPA) WaterSense Program, American Water Works Association Research Foundation (AwwaRF), and the Alliance for Water Efficiency.

## **Water and Wastewater Master Plan**

### **Beaufort-Jasper Water and Sewer Authority, Beaufort South Carolina**

Project manager managed analysis of future demands and loads using GIS-based tool to facilitate investigation of improvement alternatives, develop and present CIP implementation plan and financial analysis for 20-year planning period, and for use in computer-based distribution and collection system models. Also, task leader for Integrated Water Resource Management Plan, evaluated a range of water supply options and demand management options for meeting water demands through 2060, using a rating system for technical, environmental, economic and social issues to assemble a portfolio of viable options for different future scenarios.

## **Water Master Plan**

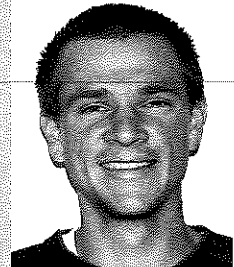
### **City of Phoenix Water Services Department, Arizona**

Project advisor to team updating the near-term (5-10 years) and long-term (50 years) master plan for water system, including coordination of future scenarios with Maricopa Association of Governments growth projections and City Plan, procurement of hardware and software, training of Department staff, and preparation of staged Capital Improvement Program.

# Exhibit B

## DAVID EBERLE, PE, LEED AP, ENV SP

### ENERGY INTENSITY/SEISMIC RISK/WATER QUALITY



#### EDUCATION

- BS, Chemical/Environmental Engineering, University of Arizona, 2001

#### YEARS OF EXPERIENCE

- Total – 18

#### PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- Professional Engineer – AZ
- LEED Accredited Professional GHG Emissions Verifier Training Course, CA Climate Action Registry (2007)
- Verification Advisory Committee, The Climate Registry (2009 – Present)
- American Water Works Association
- Engineers without Borders
- United States Green Building Council
- Water for People

Mr. Eberle has 18 years of experience as one of Arcadis's sustainability experts. He completed LEED certification, ENVISION certification, and an extensive GHG Emissions Verifier Training Course and has been integral to the development and execution of Arcadis's internal sustainability program over the past eight years. He led the Climate Change Vulnerability Assessment and Energy Intensity Assessment for IEUA's 2015 UWMP and has extensive experience working with clients to develop certifiable greenhouse gas inventories and has recently been working with clients to broaden their understanding of sustainability to include natural and social goals and metrics. His experience is deeply rooted in his industrial and municipal water work focused on feasibility studies, alternative assessments, triple bottom line analyses, treatment process layout/selection/costing, and conceptual level design. His goal is to incorporate elements of sustainability into every Arcadis project. Currently, he is also a core member of Arcadis' national and global sustainability teams responsible for developing, tracking, and monitoring the organizations' sustainability goals.

#### Project Experience

##### 2015 Urban Water Management Plan and Climate Vulnerability Assessment Inland Empire Utilities Agency, Chino, California

Calculated energy intensities of IEUA's water supplies and wastewater flows following a standardized methodology; summarized results and identified key areas of focus to improve water and energy efficiency. Facilitated a climate vulnerability assessment for the region based on EPA's Climate Vulnerability Handbook focusing primarily on water supplies and energy security.

##### Hillview Drinking Water Life Cycle Assessment New York City DEP, New York, New York

Performed an LCA for six alternative disinfection strategies. The cradle to grave assessment included chemical manufacture, transport, and addition. Eco-indicators evaluated included global warming potential, acidification potential, eutrophication potential, ozone depletion potential, and human toxicity potential. A second analysis was performed in order to gauge the relative impacts of an alternative disinfection strategy on the overall water treatment process. In general, the City's impacts were found to be minimal when compared to other typical water treatment plant processes across the United States.

# Exhibit B

## **Decision Support System for Selection of Satellite vs. Regional Treatment for Water Reuse**

### **Watereuse Foundation**

Developed a tool to evaluate the feasibility of different water reuse alternatives. Considerations included capital, O&M, and lifecycle costs, environmental impacts, and social impacts for various wastewater treatment trains required to produce varying effluent qualities based on AZ and CA reuse requirements.

### **CSX Transportation Sustainability Technical Guidance**

Provided as needed technical guidance for the CSX sustainability program. Technical guidance included methodology and boundary selection, discussion of Scope 3 emissions, and supplier engagement strategies. Other work performed for CSX included emission calculations and inventories, carbon tool development, carbon program submittals, and avoided emission calculations.

### **Water Sustainability Tool**

#### **University of Arizona, Tucson, Arizona**

Provided as needed assistance in the development of a water sustainability tool geared to evaluate water reuse options, considering drinking and wastewater implications (i.e. pumping, recharge, treatment, infrastructure). Duties included assistance with greenhouse gas and pumping calculations, cost development, system sizing, and life cycle assessment guidance.

### **Water Resource and Recharge Integrated Master Plan**

#### **City of Surprise, Surprise, Arizona**

Assisted in the development of an all-encompassing Integrated Water Master Plan for the City of Surprise. Developed a tool that would dynamically simulate "what-if" scenarios to help the City select a suitable water resources strategy for a sustainable future. The tool considered and accounted for the intimate relationships between potable water, wastewater, and reclaimed water. The project also included reviewing regulatory requirements, inventorying existing and potential future supplies, developing demand projections, preparing hydraulic models drinking water, wastewater, and reclaimed water systems, evaluating water system alternatives, and preparing a phased capital improvements program for the City.

### **Water Resource Master Plan**

#### **City of Avondale, Avondale, Arizona**

Developed Water Resources Master Plan and Water Infrastructure Master Plan for the City of Avondale. Developed a tool that would dynamically simulate "what-if" scenarios to help the City select a suitable water resources strategy for a sustainable future. Using results from the tool, an alternatives evaluation was performed for future water supply strategies, considering economic, environmental, and social impacts. The project also included reviewing regulatory requirements, performing an inventory of existing and potential future supplies, developing demand projections, and updating the drinking water hydraulic model.

# Exhibit B

## GREG IMAMURA, PE, ENV SP ENERGY INTENSITY/SEISMIC RISK/WATER QUALITY



### EDUCATION

- MS, Civil Engineering, University of California, Los Angeles, 2010
- BS, Civil Engineering, University of California, Los Angeles, 2009

### YEARS OF EXPERIENCE

- Total – 9

### PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- Professional Engineer – CA
- Envision Sustainability Professional
- D2 Certified Operator – CA
- WAV Level 1

Mr. Imamura is a civil engineer specializing in drinking water treatment, quality, and planning. He has experience with a variety of water issues, ranging from nitrification planning and corrosion analyses to extensive work developing viable hexavalent chromium treatment for drinking water and performing water audit validations. He also has a strong background in optimizing work processes and fully utilizing large datasets to provide added value and cost savings.

### Project Experience

#### Water Audit Validations Various Clients

Developed Level 1 validations for utilities in satisfaction of California SB 555, which included analysis of audit supporting information, interviews with utility staff, and developing reports for submission to the Department of Water Resources.

#### Water Supply Assessment Moulton Niguel Water District, Laguna Niguel, California

Developed water supply assessment for a mixed use proposed facility in the City of Laguna Niguel in accordance with California SB 6610. Analyzed projections of the District's water supplies and the project's water use during various normal and dry scenarios to ensure the project would have sufficient water available.

#### 2015 Urban Water Management Plans MWDOC Member Utilities, Orange County, California

Assisted with report template development, data collection, and calculation review for the 2015 UWMPs. He also helped with editorial review of the individual plans.

#### Integrating Desalinated Seawater into Municipal Distribution Systems

##### Water Environment Research Foundation, Carlsbad, California

Developed a user-friendly system to input, store, and analyze project data. The study examined the effects of integrating RO-treated water into existing supplies in San Diego county, with specific emphasis on corrosion indicators,

# Exhibit B

residual stability, and DBP formation. His system allowed for his ensuing analysis to encompass a large scope under the same budget constraints to ensure many factors were considered.

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## **Distribution System DBP Mitigation**

### **Confidential Water District, California**

Led the team that worked closely with the District to develop cost-effective solutions in the distribution system for their rising TTHM levels. As part of developing and evaluating alternatives, the project team refined the District's hydraulic model and added a water quality modelling component (chlorine and TTHM formation modelling) to assist in visualization and decision making. The team continues to develop more advanced water quality models for the District to aid in future planning.

## **Sustainable Water Infrastructure Project**

### **City of Santa Monica, Santa Monica, California**

Supporting this design/build by ensuring the project meets regulatory, Envision, and City requirements and goals. The project treats stormwater/urban runoff, municipal wastewater, and brackish groundwater to both maximize the use of local resources and protect the watershed. Among other responsibilities, he specifically helped analyze existing practices and future strategies to develop post-treatment strategies that would meet City objectives.

## **Orthophosphate Study**

### **City of La Puente, La Puente, California**

Evaluated the ramifications of stopping orthophosphate injection after a changed ion exchange process through water quality modeling. Developed a function that automatically generates corrosion indices from a database of input parameters, allowing for novel and robust and scenario planning.

## **Groundwater System Improvement Study**

### **Los Angeles Department of Water and Power, Los Angeles, California**

Heavily involved with this study of groundwater sources affected by multiple contaminants, including hexavalent chromium. Conducted a thorough literature review for treatment options (including GAC) for perchlorate and 1,4-dioxane and was responsible for data management and analysis for the water quality, during which he guided practices for dealing with non-detect results that skewed averages. Involved with assessing the feasibility of Packed Tower Aeration for VOC removal at the sites and comparing treatment costs over the long term between alternative methods.

## **Development of a Uniform Approach to Prepare Drinking Water Hexavalent Chromium Compliance Plans**

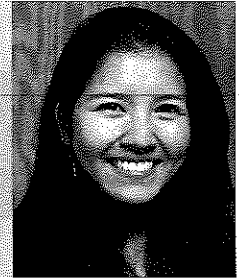
### **Water Research Foundation and Coachella Valley Water District, Coachella, California**

Led the field work and report for Tailored Collaboration projects 4445 and 4516, which tested three different WBA resins, an SBA resin, and modified RCF using chlorine and MF to remove Cr(VI) from two different wells at CVWD, as well as removal of Cr(VI) in the full-scale SBA arsenic treatment systems currently being operated by CVWD. Developed and evaluated brine disposal alternatives for CVWD's current and planned full-scale SBA treatment systems. He designed, procured equipment, oversaw construction and operation of the pilot units, and estimated scaled-up costs based on performance.

# Exhibit B

## CAROLINA VILLACIS, EIT

### DATA COLLECTION & AGENCY COORDINATION



#### EDUCATION

- BS, Environmental Science, Specialization in Environmental Engineering University of California-Los Angeles, 2017

#### YEARS OF EXPERIENCE

- Total – 4
- With Arcadis – 3

#### PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- Engineer in Training
- 40-Hour HAZWOPER

Ms. Villacis has experience in a wide range of water resources planning projects for municipal and industrial clients. She has drinking water, stormwater, and wastewater consulting experience; government experience from working at the Long Beach Water Department; and technical experience in areas including database management and analysis, geographic information systems (GIS), pilot-scale testing, cost estimating, and life cycle analysis.

#### Project Experience

##### CY 2018 Water Loss Audit

##### City of Norwalk, Norwalk, California

As project engineer, prepared the City of Norwalk's American Water Works Association (AWWA) Water Loss Audit in compliance with California Senate Bill 555. She was responsible for analyzing, calculating, and inputting water supply, authorized consumption, apparent loss, system, and cost data to compile the audit. After completion and Level 1 Validation of the audit, all necessary documents were uploaded to the California Department of Water Resources WUE Data Portal.

##### 2018 Updated Sewer Master Plan

##### Buena Park Public Works Department, Buena Park, California

As lead engineer, was responsible for collecting historical and current wastewater, asset, census, and cost data; managing sub-consultants; using GIS to perform analysis on various inputs including pipe parameters, land use zones, capacity, velocity, and freeboard; assisting in the development of the InfoSWMM hydraulic model; analyzing model results; and developing the Client's 20-year capital improvement program (CIP) for sewer projects.

##### Phase 1 - Achieving Consensus on Groundwater Banking Concept

##### Inland Empire Utilities Agency, San Bernardino, California

As technical support was responsible for supporting the planning of operational, managerial, and financial requirements needed to develop a groundwater bank in the Chino Basin. She aided in obtaining consensus from regional stakeholders, such as neighbouring water agencies and water rights holders. She also contributed in writing the final report, to effectively communicate the benefits of a groundwater bank through principles including promoting drought

# Exhibit B

resilience, improving basin yield, addressing subsidence and earth fissuring, and addressing water quality concerns.

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## **Sustainable Water Infrastructure Project**

**City of Santa Monica, Santa Monica, California**

As project engineer, coordinated the condition assessment of a pump station and 0.5 MGD urban water runoff treatment and recycling facility. The condition assessment was completed using Fulcrum, a field data collection application installed on portable tablets. She was responsible for collaborating with the programmer to prepare the digital field form, deciding the data parameters to be collected, managing the database, and preparing analyses based on the collected field data. prepared a final report to communicate the condition of existing facilities, recommend a prioritized list of assets to repair or replace, and recommend any changes that may be necessary to support the addition of brackish influent water.

## **United States Environmental Protection Agency (USEPA) Lead and Copper Rule Implementation**

**Long Beach Water Department, Long Beach, California**

As project manager, led USEPA-mandated monitoring of lead and copper levels at the consumer's taps, to test that concentrations of lead did not exceed its action level of 0.015 mg/L and the concentration of copper did not exceed its action level of 1.3 mg/L. She managed a team of samplers, chemists, and microbiologists to obtain and test the water samples; served as direct liaison to customers in both English and Spanish; and wrote and distributed final reports to customers.

## **COVID-19 Emergency Response Implementation**

**East Valley Water District, Highland, California**

As the Documentation Unit Lead, developed Incident Action Plans and Situation Reports to plan and document a locally and nationally compliant response to the COVID-19 (coronavirus) pandemic. She coordinated regularly with East Valley Water District's General Manager and Operations, Planning, Logistics, IT, and Finance managers to obtain information and support the response and recovery of operations. She is currently assisting in the development of the Business Continuity Plan, to document safe return to work procedures, in response to COVID-19 and future incidents.

## **Emergency Response Communications Network Design**

**Los Angeles Regional Interoperable Communications System, Los Angeles County, California**

As permitting manager, coordinated with engineers, scientists, CAD drafters, and permitting agencies to obtain the Civil, Structural, Mechanical, Electrical, Geotechnical, Fire, Air Quality, Storm Water and Demolition permits necessary to construct a land mobile radio network, exclusive to emergency responders, to improve the resiliency and public safety of Los Angeles County. During the design phase, was also responsible for initial field investigations, designing site layouts, and designing stormwater construction Best Management Practices.



# Exhibit B

## MELISSA DARR, PE, LEED AP SUPPORT STAFF



### EDUCATION

- BS, Environmental Science, Specialization in Environmental Engineering  
University of California-Los Angeles, 2017

### YEARS OF EXPERIENCE

- Total – 6
- With Arcadis – 6

### PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- Professional Engineer – AZ 64908
- Leadership in Energy & Environmental Design 10958917

Ms. Darr is a Management Consultant in the Business Advisory group, out of the Phoenix, Arizona office. She has worked with utilities on a wide range of projects focused on improving efficiencies within the organization. These include energy management, master planning, data collection and processing, and facility design.

### Project Experience

#### AMI Program Management City of Mesa, Arizona

Business analyst responsible for various aspects of work related to a need's assessment, RFP development, and program management. Worked collaboratively with the City to collect information about Mesa's unique needs across three different utility functions (water, gas, and electric) and to educate the City on AMI best practices. In progress – RFP expected to be issued in summer 2020.

#### 91st Avenue Wastewater Treatment Plant Facility Assessment Study Services City of Phoenix, Arizona

Visual condition assessment for thousands of assets at the 91st Avenue Wastewater Treatment Plant Facility. Developed a prioritized list of projects to restore the facility to good working condition. Estimated the cost of in-kind replacements and asset upgrades. Created a ten-year Capital Improvements Project (CIP) schedule to complete necessary upgrades.

#### Spa 2 Reclaimed Water Master Plan Update City of Surprise, Arizona

Hydraulic modeler responsible for modeling water availability and demand over a 30-year time horizon. Recommended system upgrades to meet future water demand and estimated the cost of phased system upgrades to meet this demand.

#### Fostering Research and Innovation within Water Utilities Water Research Foundation, Alabama

Field data collection responsible for interviewing operators and managers from dozens of water and wastewater utilities across North America and Australia to

# Exhibit B

understand the circumstances under which innovation can be successful in a water utility. Compiled information from these interviews and industry research into a Water Research Foundation (WRF) report.

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## **SCADA Master Plan and Implementation - Water Tank Sites at Belle Hayden and Papago Buttes**

### **City of Tempe, Arizona**

Designer responsible for designing and building new HMI control screens for well sites and booster sites across the City as well as a dam using Citect SCADA Software and configured servers and PCs to work with the new SCADA system. Assisted with the reprogramming of certain tags, using RSLogix 5000.

## **America's Water Infrastructure Act Risk and Resilience Report**

### **Various clients, California, Arizona, Texas and Puerto Rico**

Assessment lead responsible for assessing utility-owned water assets for their vulnerability to a variety of natural and malevolent threats and estimating the monetary impact these threats would pose to the utility. Hosted workshops to collect information from utilities, conducted site visits, and evaluated regional threats. Compiled all information necessary for AWIA compliance for each client.

## **Primavera and Maximo Program Support**

### **Salt River Project, Tempe, Arizona**

Planner scheduler for the Generation Engineering group. Led the group through an upgrade to the newest version of Maximo. Planned and Scheduled over 100 projects and tasks within Maximo and taught project engineers how to schedule their own small projects in the future. Led the development of Tableau dashboards to gain better insight on data stored within Maximo. Developed SOP's for work planning.

## **SAP Phase 2.0**

### **Birmingham Water Works Board, Alabama**

Project engineer responsible for creating visual dashboards using SAP Business Objects to better understand issues related to non-revenue water. Assisted with data cleansing and migration for all Birmingham Water Works Board customer records from OTIS to SAP using Microsoft SQL. Responsible for building a new database structure to track customer identification and payment records in a more intuitive way and wrote stored procedures to populate new database tables in the correct format with information from old databases.

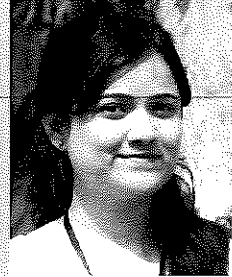
## **Technology Master Plan**

### **City of Scottsdale, Arizona**

Project engineer responsible for assessing the current state of the Work Order, Asset Management, Smart Meter, Enterprise Architecture, and Non-Revenue Water programs for inefficiencies and recommended upgrades to address gaps in current technology offerings and presented to the City's Board of Directors.

# Exhibit B

## SHIVANI SHROTRIYA SUPPORT STAFF



### EDUCATION

- MS, Civil Engineering, University of California, Los Angeles, 2018
- B.tech, Civil Engineering, Aligarh Muslim University, 2017

### YEARS OF EXPERIENCE

- Total – 2
- With Arcadis – 2

Ms. Shrotriya has a master's degree in civil engineering from University of California, Los Angeles (UCLA). With her water resources planning experience, she has been a part of multiple condition assessment plans, water master plans, sewer master plans, water bank development, green infrastructure conceptual designs and stormwater management, and water treatment at Arcadis. In her graduate and undergraduate programs, she has participated in multiple team projects involving, wastewater treatment plant design, green infrastructure, advanced oxidation processes, and geographic information systems (GIS).

### Project Experience

#### **Laguna Hills Water Supply Assessment El Toro Water District, Lake Forest, California**

Arcadis assisted in preparing the water supply assessment (WSA) for the client's service area, associated with a proposed development project, 'The Village at Laguna Hills'. Reviewed the water supply planning and other documents applicable to estimating demand for the proposed project and assessing demand and supply conditions; documented the findings in a WSA report.

#### **91st Avenue Wastewater Treatment Plant (WWTP) Facility Assessment City of Phoenix, Phoenix, Arizona**

The purpose of this project is to provide the client with information to determine the existing condition of the liquid and solid stream facilities within the treatment process and buildings on-site. This involves an assessment including a physical and performance investigation of the assets within the 91st Avenue WWTP. This assessment study will also determine the remaining life of plant assets, whether assets should be repaired, rehabilitated, or abandoned, as well as identify recommendations to improve operational efficiencies. Summarized the findings of the physical condition assessment of the facility in a report; developed a GIS model to summarize the findings of the roadway condition assessment, that was performed to assess the pavement condition for the 91st Avenue WWTP area.

# Exhibit B

## **Sewer Mains Condition Assessment and Access Improvements City of Oceanside, Oceanside, California**

Arcadis in collaboration with Infrastructure Engineering Corporation provided condition assessment and rehabilitation design services for three wastewater pressure pipelines. Arcadis led the condition assessment of the three ductile iron force mains, which range from 3 to 6 miles length and 24 to 42 inches in diameter. Based on the failure history of these pipelines, team developed a condition assessment plan that involved screening of key pipe segments, detailed condition assessment for pipe segments that possess high consequence of failure, and soils investigations for some key locations. The goal was to provide the most cost-effective approach to understand pipe conditions and avoid further failures. Results of these testing informed our recommendations for repair, replacement, rehabilitation, and on-going monitoring for the pipelines. Assisting the Arcadis project team in summarizing the condition assessment and rehabilitation design services findings and recommendations in a technical memorandum.

## **Los Angeles River Pro Bono project The Nature Conservancy, San Francisco, California**

The intent of the Arcadis team was to conduct a high-level screening of the proposed green infrastructure projects at the watershed level, quantify the benefits of green infrastructure, evaluate feasibility of proposed projects, and identify/prioritize a subset of feasible projects. Helped develop the GIS base maps for the entire Los Angeles River watershed that laid the ground work for the evaluation of individual sites; generated maps and data for the potential sites for implementing green infrastructure; prepared the conceptual designs for the proposed green infrastructure elements at selected locations.

## **Chino Basin Water Bank Development Inland Empire Utilities Agency, Chino, California**

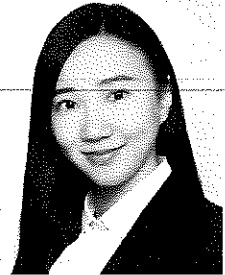
The objective of the project was to establish a water bank program to build the necessary infrastructure and governance to sustainably maximize available water supplies for Chino Basin's collective benefit. Helped team develop the report on the evaluation of the existing facilities required for operating the Water Bank, generated GIS figures for the proposed water banking scenarios; put together the Operations Plan for the Water Bank development; helped in the project management tasks like managing project budget, scope and so on; prepared reports, presentations and other documents for the project meetings.

## **Leading Water and Wastewater Utility Innovation Water Research Foundation**

This project assembles innovation leaders from various utilities to develop an Innovation Leader's Resource that will provide guidance for developing innovation strategies, engaging stakeholders in the innovation program and leveraging existing supply chain relationships for near term impact. Organized the project documents for the workshops, client meetings; assist in project management activities such as tracking budget, managing scope and so on; prepared case studies for the participating utilities.

# Exhibit B

## XINTONG QIU SUPPORT STAFF



### EDUCATION

- MS, Civil & Environmental Engineering, Duke University, 2017
- BS, Civil & Environmental Engineering, Sun Yat-Sen University (Guangzhou, China), 2015

### YEARS OF EXPERIENCE

- Total – 3
- With Arcadis – 2

### PROFESSIONAL REGISTRATIONS

- Fundamentals of Engineering – NC, CA

Ms. Qiu has about two years of experience at Arcadis providing technical support for water projects. She has been involved with projects including sedimentation plant design, safety program implementation project construction, stormwater treatment design, distribution system evaluation, and UV disinfection plant construction. She has experience in design support, preparing technical reports, project management assistance, and data analysis. She also has one-year government experience through work with the Los Angeles Regional Water Quality Control Board in waste discharge requirements permitting and surface water NPDES permitting.

### Project Experience

#### J-126 Safety Program Implementation

##### Orange County Sanitation District, Fountain Valley, California

As technical support was responsible for reviewing construction submittals and RFI's and coordinating with engineers in different disciplines to address issues during construction of the safety program for OCSD wastewater treatment plants and pump stations.

#### Progressive DB Services for Santa Monica SWIP - Pre Const. 100% GMP

##### City of Santa Monica, Santa Monica, California

As design assistance, worked on the general and mechanical design for the SMURRF stormwater treatment process. Her responsibilities include conducting site inspections, coordination on Reverse Osmosis design, mechanical pipe design, tank design, pump design, and relevant calculations. She coordinated with manufacturers to acquire relevant designing information. She also participated in the specification development and preliminary design report preparation.

#### Fairmont Sedimentation Plant

##### Los Angeles Dept of Water & Power, Los Angeles, California

As technical support, assisted in the sedimentation plant design process including equalization circulation pump design, pump calculations, equipment list, terminology list, and comment log preparation. She also coordinated the project cost estimate and assisted in preparing the Basis of Design report.

# Exhibit B

## **EOC OCC-110: Fire Protection Design Dirty Sox & Sulfate Facilities Los Angeles Dept of Water & Power, Los Angeles, California**

As project assistant, was responsible for coordinating on the project management and assisted in mechanical design. She conducted site visits with the senior engineer and coordinated with tank and scanning manufactures on tank design and site scanning work. She also assisted in project schedule management and preparing slides for the user review meetings

## **Goleta: Evaluation of DBP Treatment and Control Strategies Goleta Water District, Goleta, California**

As assistant engineer conducted historical data analysis of the Goleta distribution system and researched potential DBP treatment and control strategies. She evaluated the feasibility and cost of each strategy in applying in the Goleta distribution system and assisted in the hydraulic model development to compare the impact of each strategy in the system. A technical memorandum was developed to present the evaluation results and recommendations.

## **Los Angeles Reservoir UV Disinfection Construction Los Angeles Dept of Water & Power, Los Angeles, California**

As technical support was responsible for preparing technical reports and assisted in the construction coordination. She prepared the technical reports including Operation, Maintenance, and Monitoring plan, Disinfection Monitoring Plan, Lamp Break Evaluation Memorandum, and Testing, Start-up, and Commissioning Strategy. She investigated the historical data and reports and conducted CT calculations.

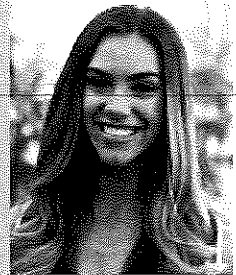
## **OMMP Development for Disinfection Facilities Los Angeles Dept. of Water & Power, Los Angeles**

As technical support was responsible for preparing the Operation, Maintenance, and Monitoring Plans for the chloramination station, ammoniation station, and fluoridation station in the distribution system. She investigated the as built and design drawings for the chloramination design criteria, investigated system operating procedures, and conducted chemical dosage calculation.

# Exhibit B

## HANNAH KEIFE, EIT

### SUPPORT STAFF



#### EDUCATION

- BS, Environmental Engineering, University of California Riverside, 2018

#### YEARS OF EXPERIENCE

- Total – 1

#### PROFESSIONAL ASSOCIATIONS

- Fundamentals of Engineering – NC, CA

Ms. Keife is a Water Resources Engineer who has been with Arcadis for one year. She graduated from the University of California, Riverside, with B.S. in environmental engineering. Her undergraduate research experience includes competing on a research team that designed and marketed a system that reduced ammonia emissions coming from poultry farms. At Arcadis, she has worked on the design of a membrane bioreactor and chemical treatment areas at the Sterling Natural Resource Center wastewater treatment facility; primary clarifier and sludge pump station design for the City of Glendale; equalization and surge basin design for Provo WATRR Center; pump station design for the Port of San Diego; GIS proximity hazard analysis for East Valley Water District; along with planning and field work for projects in Los Angeles.

### Project Experience

#### Provo Water Advanced Treatment and Resource Recovery Center

##### Provo City Public Works Department, Provo, Utah

As the design lead for the Equalization and Surge Basins, used the existing aeration basins to design one EQ basin and three surge basins to control the flow throughout the treatment facility. This included calculating weir and orifice sizing for peak flows, routing inlet and outlet piping, and including the necessary mechanical equipment such as level sensors and big bubble mixing systems. Also assisted in designing the P&IDs, structural, and process mechanical drawings.

#### Sterling Natural Resource Center

##### East Valley Water District, Highland, California

Assisted in the mechanical design of the membrane bioreactor (MBR) area at the new SNRC wastewater treatment facility. This included sizing and routing pumps, pipes, valves, flow meters, and other mechanical equipment in the MBR area to minimize the total footprint on the plant while still meeting all codes and regulations. Also assisted in the design of the chemical treatment area which included calculating dose concentrations, sizing tanks, and routing pipes.

# Exhibit B

## **Proximity Hazard Analysis**

### **East Valley Water District, Highland, California**

Downloaded and created GIS layers showing natural and anthropogenic hazards to the District's assets including pump stations, booster stations, and treatment plants. Performed a proximity analysis in GIS to show what assets were in range of each hazard and created a summary analysis of the results.

## **Glendale West Area Water Reclamation Facility**

### **City of Glendale, Glendale, Arizona**

Assisted in the mechanical design of the primary clarifier and sludge pump station for the Glendale WAWRF Improvements Project. Hydraulic calculations were performed to tie in additional pumps and equipment into the existing facility. Additionally, the design included contacting manufacturers for equipment, routing, and sizing pipes within the existing facility, and adding the necessary valving and other appurtenances.

## **Nitrification Program**

### **Los Angeles Department of Water and Power, Los Angeles, California**

Wrote a report summarizing LADWP's efforts to reduce nitrification throughout their distribution system and recommendations for future efforts. Created figures for LADWP managers to view this information at a high level and make it easier to understand rather than reading a long report. Sampled water at one tank in the distribution system that was experiencing frequent nitrification events and sent the samples for a UV pilot test to research what UV dose is most suitable for treatment. Wrote a report summarizing these results and recommendations to further reduce nitrification using UV technology.

## **Port of San Diego Stormwater Pump Station Design**

### **B Street Pier, San Diego, California**

Designed a pump station that lifted water from a hydrodynamic separator to biofiltration units for a stormwater BMP project. The pump station was designed as a wet well containing two submersible pumps that satisfied flow and head requirements. The pumps were designed to operate as a lead-stand by system. The water travelled through a flow meter vault containing a check valve, flow meter, and plug valve to ensure accurate flow to the biofiltration units.

## **Two-Phase Ammonia Removal System**

### **University of California, Riverside, Riverside, California**

Designed a system that reduced ammonia emissions from poultry farms. The first phase consisted of a water absorption tower that converted ammonia gas to aqueous ammonia. The solution then was pumped through the second phase that consisted of a biochar filter column that adsorbed the ammonia, purifying the water to be recycled back into the absorption column.



# Exhibit B

**LISA MADDAUS, PE**

**WATER SHORTAGE CONTINGENCY**



## EDUCATION

- MS, Civil and Environmental Engineering, UC Davis, 2001

## YEARS OF EXPERIENCE

- Total – 25

## PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- Professional Engineer – CA C60047
- Instructor, AWWA California Nevada Section, Water Use Efficiency Practitioner
- Efficiency Practitioner
- Trainer, California Water Efficiency Partnership (CalWEP), Cost-Effectiveness Tools and Conservation Coordinator Workshops

## AREAS OF EXPERTISE

- Water Resources Planning Management
- Drought
- Water Loss
- Strategic Stakeholder Engagement
- California Water Policy & State Regulations
- Integrated Water Resources Planning
- Climate Change
- Shared Vision Planning
- Strategic Stakeholder Engagement

## Project Experience

### Alliance for Water Efficiency Study “Use and Effectiveness of Municipal Irrigation Restrictions During Drought

AWE sponsored this two-year research study, selecting and water management as the primary Research Team. The main purpose of the study was to explore how drought response measures have been implemented and water demand reductions have been achieved across different water suppliers in California, Texas, Arizona, and Nevada. This research study provides new information on the range of approaches used and lessons learned during a water shortage through a review of recent experiences in these four states. The findings detail the practice and impact of voluntary municipal irrigation restrictions applied under dry year conditions and mandatory restrictions subsequently required during more severe water shortages.

### Water Conservation Pilot Planning Study, Water Conservation Program Plan, Procedures Manual Honolulu Board of Water Supply, Hawaii

Technical lead in developing a comprehensive water conservation program that balanced the three components of sustainability: resource, economic, and organizational sustainability. The first phase involved a business case analysis and implementation recommendations for eight pilot projects. The second phase involved the development of a comprehensive plan to support the Water Conservation Program budgeting and staffing for a new BWS Water Conservation Section. The third phase included developing a procedures manual for water and energy demand-side management projects and programs, public education and outreach, and technical services for utility water loss auditing procedures. and the MWM team also provided two separate trainings in support of BWS’s process to certify commercial properties for the state of Hawaii’s Green Business Program. Currently, another phase of code writing, program planning, and technical assistance for implementation has been approved and is in the contracting process. In addition, is developing a water system audit for Honolulu BWS.

# Exhibit B

## Santa Clarita Valley Water Suppliers Water Use Efficiency Strategic Plan

Project manager for this Water Use Efficiency Strategic Plan (WUE SP) that was prepared on behalf of and in support of Castaic Lake Water Agency (CLWA) and the four-retailer agency water use efficiency programs. This was an update to the prior plan published in 2008 and was developed as a collaborative effort among staff at CLWA, the Retailers, and MWM. The WUE SP was prepared in close coordination with the Water Conservation Coordinators Committee and received CLWA and Retailer management buy-in through the Water Committee. The WUE SP was prepared per United States Environmental Protection Agency and American Water Works Association guidelines for the development of Water Conservation Plans. The deliverables included: (1) data collection and historical water use analysis; (2) review of current water use efficiency efforts; (3) identification and development of future water use efficiency measures; (4) analysis of cost effectiveness of measures using the DSS Model; (5) creation of program scenarios of measures; (6) optimization of recommended measures to meet goals including GPCD targets; (7) achievement of buy-in on recommended program; (8) preparation of Plan document; and (9) Plan adoption. (2014-2015).

## Water Conservation Master Plan

**City of Santa Cruz, California,**

Project manager for the Water Conservation Master Plan, which was finalized utilizing MWM's DSS Model. The involved public planning process included attendance at over 12 water commission meetings to make the plan an open and integrated process. The plan included analysis for the City and consisted of two main parts: 1) create a demand and conservation analysis for 2015 to 2035, and 2) evaluate conservation savings potential for 2015 to 2035 through a variety of different measures and conservation programs.

## Selected Publications and Presentations

Use and Effectiveness of Municipal Drought Restrictions: Final Study Report, Co-Principal Investigator with A. Bamezai of Western Policy Research, Alliance for Water Efficiency, January 2020.

<https://www.allianceforwaterefficiency.org/impact/our-work/use-and-effectiveness-municipal-irrigation-restrictions-during-drought>

AWWA's Manual of Water Supply Practices: M60 – Drought Preparedness and Response, 2<sup>nd</sup> Edition. (2019). Lisa was part of the original M60 author team as well as the update team for the second edition.

AWWA's Water Conservation Programs – A Planning Manual, 2<sup>nd</sup> Edition (AWWA Manual M52). Lisa was part of the MWM team to update M52 from 2014-2017.

"Water Conservation 101 Workshop," with M. Maddaus, WaterSmart Innovations Conference, Las Vegas, Nevada, October 2019.

"Water Conservation Program Benefit-Cost Analysis Workshop," with M. Maddaus, WaterSmart Innovations Conference, Las Vegas, Nevada, October 2019.

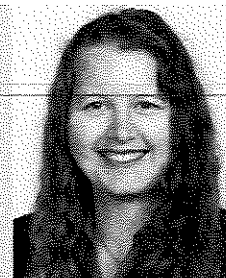
"Keys to Integrated Resources Plans and Designing a Sustainable Water Demand Forecast," American Water Works Association Sustainable Water Management Conference, Tucson, Arizona, April 2019.

"What Now? How 27 Agencies are Dealing with California's 'Making Water Conservation a California Way of Life' Legislation," with A. Johnson (BAWSCA), WaterSmart Innovations Conference, Las Vegas, Nevada, October 2018.

"Transition to the New California Water Efficiency Partnership (Cal-WEP)," Association of California Water Agencies Water Management Committee Meeting, Monterey, California, May 2017.

# Exhibit B

## MICHELLE MADDAUS, PE DEMAND MANAGEMENT MEASURES



### EDUCATION

- MBA, University of California, Davis, 2003
- BS, Civil and Environmental Engineering, UC Davis, 1999
- Study Abroad, University of New South Wales, Sydney, Australia, 2003
- Study Abroad, University of Oxford, UK, 1997

### YEARS OF EXPERIENCE

- Total – 21

### PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- Professional Engineer – CA C68712
- Instructor, AWWA California Nevada Section, Water Use Efficiency Practitioner
- Efficiency Practitioner
- Trainer, California Water Efficiency Partnership (CalWEP), Cost-Effectiveness Tools and Conservation Coordinator Workshops

### AREAS OF EXPERTISE

- Water Resources Planning Management
- Demand and Conservation Planning
- Integrated Water Resources Planning
- Commercial, Industrial, and Institutional (CII)
- Advanced Metering Infrastructure (AMI)
- Drought

### Project Experience

#### Mid-Peninsula Water District, 2015 Urban Water Management Plan California

Project manager for the MWM project team that worked with Marty Laporte from ManageWater to prepare water demand and conservation savings forecasts for Mid-Peninsula Water District's (MPWD's) 2015 Urban Water Management Plan. The Plan closely followed the content requirements found in the California Department of Water Resources 2015 Guidebook. As part of the UWMP development, a per capita water use analysis, DSS Model based water demand analysis and demand management measure study were conducted. The DSS Model included a conservation analysis of more than 20 individual water conservation measures. The measures were reviewed along with per capita conservation targets to meet the SB X7-7 conservation targets of 20% reduction by the year 2020. Michelle also lead the team in updating MPWD's Water Shortage Contingency Plan.

#### Urban Water Management Plans (UWMPs)

Working with Urban Water Management Plans since 2000. She has been involved in plans with the City of Sacramento (2000), Calistoga (2005), Suisun-Solano Water Authority (2005, 2010, 2015), South Tahoe Public Utilities (2010), Liberty Utilities (2015-16), Mid-Peninsula Water District (2015-16), City of Sonoma (2015-16) and technical demand analysis portion of the UWMPs for over 60 agencies, including Marin Municipal Water District, North Marin County Water District, City of Santa Rosa, City of Petaluma, City of Rohnert Park, Town of Windsor, City of Sonoma, Valley of the Moon, City of Cotati.

#### BAWSCA "Making Conservation a Way of Life" Water Conservation Strategic Plan and Regional Water Demand/Conservation Projections California

From 2017-18, managed this multi-team Phase 1 effort to develop BAWSCA's Water Conservation Strategic Plan, reviewing California's "Making

# Exhibit B

Conservation a Way of Life” regulations and existing BAWSCA conservation efforts. Phase 2, completed in June 2019, had two objectives: 1) a residential indoor and outdoor water use study designed to provide insight into the current breakdown of indoor and outdoor water use among residential customers within the BAWSCA service area; and 2) a commercial Pilot Project that evaluated the potential for the successful implementation of a Regional CII Audit Program. In 2019, Michelle and the MWM team began Phase 3 with a follow-up effort to develop regional water demand and conservation projections for each of the 27 agencies. The demand and conservation projections will be designed to support BAWSCA’s regional and individual agency planning efforts and is due to be completed in June 2020.

## **Foster City Water Supply Assessments California**

Project manager for three Water Supply Assessments (WSAs) that provided information for use in the California Environmental Quality Act (CEQA) analysis for various proposed projects in Foster City. Each WSA involved an assessment of whether available water supplies would be sufficient to serve the demand generated by the project as well as the reasonably foreseeable cumulative demand during normal year, single dry year, and multiple dry year conditions over the next 20 years. The WSA reports built on previous water demand projections created as part of the BAWSCA Regional Demand and Conservation Projections, also completed in September 2014. The new demands from the BAWSCA study were approved by Estero Municipal Improvement District (EMID) and were used as a basis for the 2015 UWMP submitted by EMID in June 2016. MWM collaborated on the WSAs with Urban Planning Partners and the Foster City (EMID) Planning and Engineering Departments. MWM’s role was to estimate calculations for the water demand and assist in compiling the WSA reports for the following projects: Lincoln Center Campus, Pilgrim Triton Development Project Phase C, a new hotel in Metro Center, and the new Gilead Wellbeing Center.

## **Water Conservation Master Plans**

Completed Water Conservation Plans for City of Anaheim, City of Corona, East Bay Municipal Utility District, and Marin Municipal Water District, all in California; Southern Oregon Water Conservation Work Group in Oregon; Jordan Valley Water Conservancy District, Weber Basin, Central Utah Conservancy District, Washington County, and Kane County, all in Utah; United Water in Idaho; City of Cape Coral and Palm Beach County, both in Florida; and Catawba-Wateree Management Group in North/South Carolina. Currently, Michelle is working on plans for Alameda County and Walnut Valley Water Districts in California and City of Bend, Oregon.

## **Santa Barbara Water Conservation Master Plan and 2020 Urban Water Management Plan Technical Assistance California**

MWM is supporting development of a Water Conservation Strategic Plan “Making Conservation a Santa Barbara Way of Life,” intended to support the City’s compliance with the G480 Standard and joining the AWE Leader board. This is a complement to and continuation of previous work between the City and MWM. Historical and ongoing water use is tracked and analyzed for various demand projection scenarios, and water conservation estimates are being developed for over 25 conservation measures and 3 conservation program scenarios.

# Exhibit B

## ANNIKKI CHAMBERLAIN QA/QC/ CALIFORNIA WATER CODE COMPLIANCE



### EDUCATION

- MS, Northern Arizona University, 2011
- BS, Watershed Science, Colorado State University, 2008

### YEARS OF EXPERIENCE

- Total – 12

### AREAS OF EXPERTISE

- Commercial, Industrial, and Institutional (CII)
- Commercial
- Water Auditing
- Water Data Analyst
- Water Conservation Modeling
- Water Demand Forecasting
- Benefit-Cost Analysis
- AMI Water Data Analysis
- GIS Mapping
- Analysis

### Project Experience

#### Water Conservation Plan and DSS Model Update for the Honolulu Board of Water Supply Hawaii

The Water resources analyst for the MWM team providing technical services for the Honolulu Board of Water Supply (BWS) Water Conservation Program. This effort includes taking stock of existing laws, rules and regulations connected to water conservation; researching additional best practices for codes and ordinances with examples from other agencies; and preparing a technical memorandum with summary conclusions and recommendations. also is providing modeling and technical support to update the water demand and conservation projections from the 2011 BWS DSS Model update.

#### Commercial Water Audit Training Pacific Gas & Electric

Collaborated with MWM and PG&E staff to provide a CII training webcast on "Water Audit Basics for Small to Medium Businesses" to over 110 attendees from 17 states. The training webcast, originally scheduled for an in-person training, was successfully adapted to provide both engaging classroom lecture and virtual hands-on training to attendees. The adaptation to webcast was so successful that the 2021 course is planned to combine the original in-person training with an added webcast option for remote attendance.

#### BAWSCA Conservation Strategic Plan and Regional Water Demand and Conservation Projections California

Provided modeling using MWM's DSS Model and technical support in a multi-team effort to develop regional water demand and conservation projections for each of BAWSCA's 27 member agencies. The project began as a 5-year update to the previous 2014 BAWSCA Demand and Conservation Update effort.

# Exhibit B

## **Alliance for Water Efficiency Study “Use and Effectiveness of Municipal Irrigation Restrictions During Drought”**

Provided technical and editorial support for MWM on research study sponsored by AWE to explore how drought response measures have been implemented and water demand reductions have been achieved across different water suppliers in California, Texas, Arizona, and Nevada. This research study provides new information on the range of approaches used and lessons learned during a water shortage through a review of recent experiences in these four states.

### **Commercial Water Audit Training for El Paso Water Texas**

Worked with MWM staff to conduct a CII workshop to train 10 El Paso Water staff personnel on the procedures to audit commercial and institutional customers in the service area. The workshop consisted of two days of training, both in a classroom lecture setting and hands-on training at two commercial sites, one for cooling tower field testing and other hotel facility was used for training more comprehensive field testing of CII equipment.

### **Indoor Fixture Efficiency Market Analysis Denver Water, Colorado**

Was the Water Resources Analyst on the MWM team conducting a market analysis of water efficient indoor plumbing fixtures. Work included a market assessment of the development of new water-efficient fixtures and appliances. This assessment included: what types of products are being developed; for which markets (residential, commercial, etc.); how much water is used; and expected market deployment.

### **Water Conservation Plan, Walnut Valley Water District California**

For the Walnut Valley Water District Water Conservation Plan, water Resources Analyst for the MWM team that is conducting data collection, facilitating collaborative meetings, and analyzing historical water use and conservation activity. This is done to evaluate current conservation measures and identify new ones to reduce future water demand; estimate the costs and water savings of these measures; then combine the measures into increasingly more aggressive programs to evaluate costs and water savings.

### **San Antonio Water Supply (SAWS) Multifamily Sector Analysis Texas**

Water resources analyst on the project team analyzing over 700 multifamily properties in the SAWS water service area. The project includes detailed analysis of multifamily water use trends including water use per unit calculations; trends in water use over time; statistical assessment of property water use; and virtual geographic map generation to show location of high, medium, and low water use properties.

# Exhibit B

## HANNAH BRAUN SUPPORT STAFF



### EDUCATION

- BA, Environmental Studies, University of California, Santa Cruz, 2017

### YEARS OF EXPERIENCE

- Total – 3

### AREAS OF EXPERTISE

- Commercial, Industrial, and Institutional (CII) Audit Training
- Water Data
- Analyst
- Commercial
- Water Auditing
- Water Conservation Modeling
- GIS Analysis and Review
- Water Demand Forecasting

### Project Experience

#### **Santa Barbara Technical Engineering Services California**

Supports the MWM team to compile updated data in the DSS Model, clean up the data workbook with new updated consumption data, analyze differences in production, and update demand scenarios. Hannah also supports ongoing client requests such as analysis and development of R-GPCD and GPDA without irrigation for future development.

#### **Hayward Demand Forecast, California**

Water resource analyst supporting the MWM team in developing water demand forecast and conservation programs for the City of Hayward in conjunction with the BAWSCA Water Conservation and Regional Water Demand project. She has worked with the MWM team and City of Hayward staff to advise in the selection of water conservation measures to be used in the City's water conservation program that is being analyzed in the DSS Model.

#### **BAWSCA Water Conservation Strategic Plan & Regional Water Demand and Conservation Projections California**

Modeler for the 2019-present portion of this project (known as Phase 3). Hannah has worked on the follow-up effort to develop regional water demand and conservation projections for each of BAWSCA's 27 member agencies as a 5-year update to the previous 2014 BAWSCA Demand and Conservation Update.

#### **Water Efficiency Master Plan Alameda County Water District, California**

For the Alameda County Water District Water Efficiency Master Plan, Hannah is the Water Resources Analyst. She is part of the MWM team that has reviewed the data collected and created a baseline survey to accomplish the

# Exhibit B

following: 1) evaluate current and historical conservation measures and identify new potential water use efficiency program options; 2) estimate costs and water savings of the measures; and 3) combine the measures into increasingly more aggressive programs to evaluate costs and water savings. She also assisted in developing customized water conservation measures and programs.

## **Commercial Water Audit Training**

### **El Paso Water, Texas**

In November 2019, Hannah worked with MWM staff to conduct a CII workshop to train 10 El Paso Water staff personnel on the procedures used to audit commercial and institutional customers in El Paso Water's service area. The workshop consisted of two days of training, both in a classroom lecture setting and hands-on field training, at two commercial sites, one for cooling tower field testing and one for more comprehensive field-testing training of CII equipment (hotel facility).

## **Water Conservation Plan**

### **Walnut Valley Water District, California**

For the Walnut Valley Water District Water Conservation Plan, Hannah supports the MWM team to conduct data collection, facilitate collaborative meetings, and analyze historical water use and conservation activity to evaluate current conservation measures and identify new ones for potential future implementation.

## **Water Efficient Equipment in New or Renovated University Buildings**

### **Stanford University, California**

Reviewed and revised the building standards document for Stanford University based on the updated 2019 CALGreen Code. This document is used for water efficiency standards and goals for all new or renovated buildings at Stanford University.

## **Southern Nevada Water Authority CII Water Audit Training**

### **Las Vegas, Nevada**

Co-trainer for this intensive 3-day commercial water auditing class for 27 attendees from the Southern Nevada Water Authority and surrounding water agencies. Hannah assisted with the training which involved classroom-setting instruction as well as hands-on field training at two different commercial sites: a full-service restaurant and bar and sports facility. She helped train on field audits which included cooling towers, swamp coolers, sports arena public bathrooms, locker rooms, a full-service kitchen and bar and more. Hannah also conducted in-depth training on MWM's Water Audit Tool software for use with field inspections.

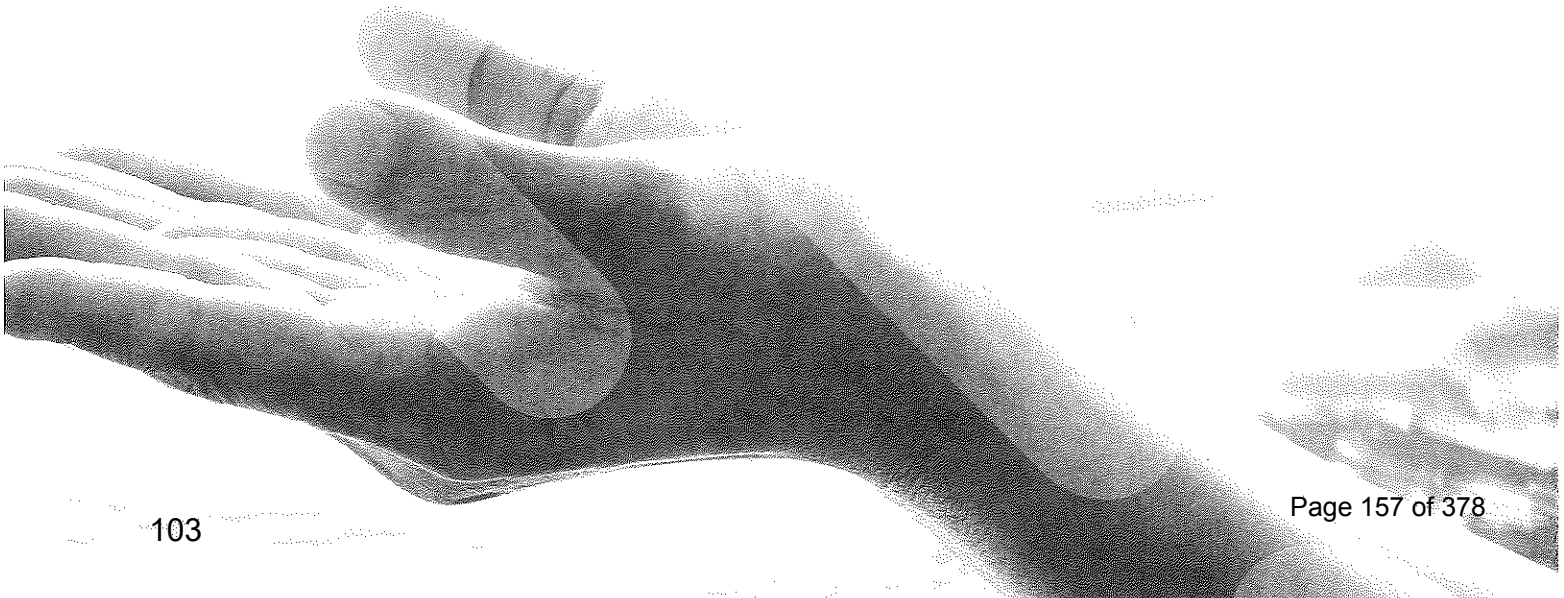
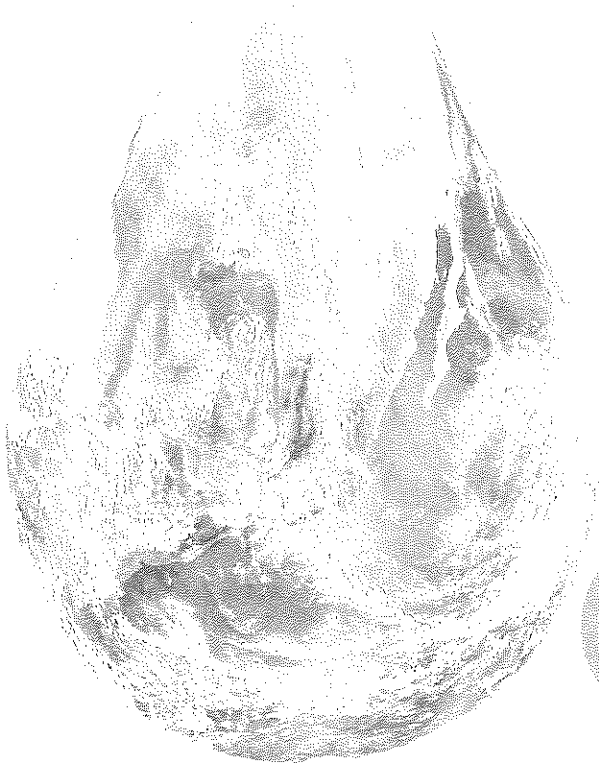
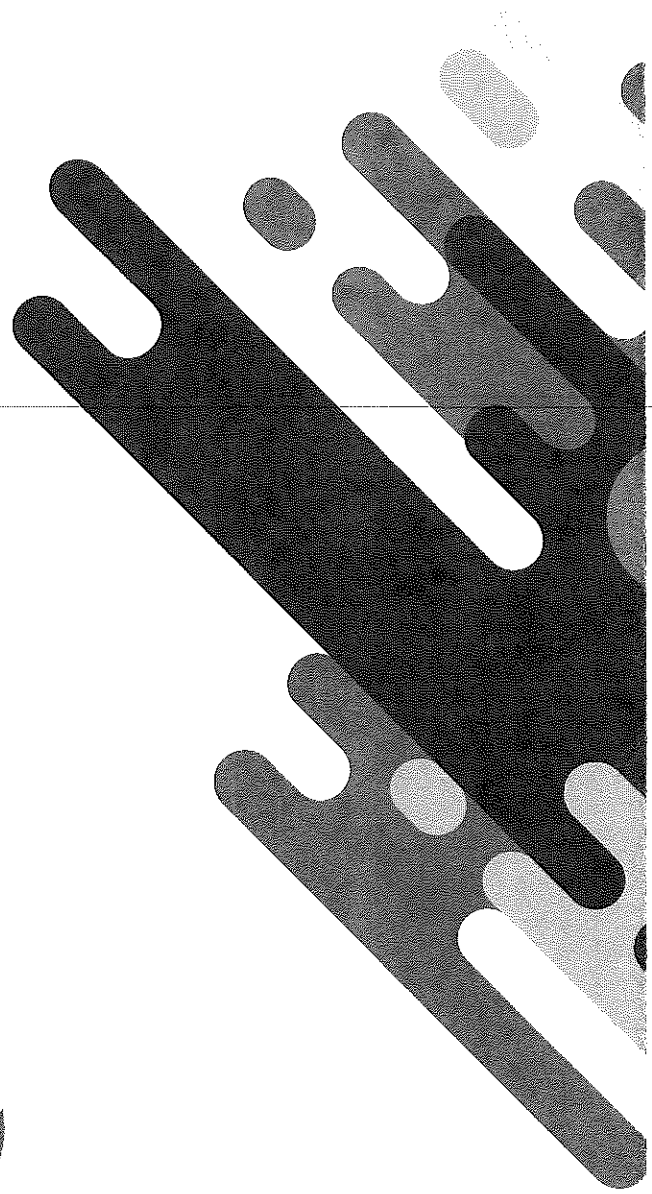
## **Water Conservation Assistant**

### **Alameda County Water District, California**

As a water conservation assistant, Hannah supported implementation of water conservation programs offered by the District. This included processing rebates; conducting pre-rebate and post-rebate awarded inspections of sites participating in CII rebate programs; and processing leak detection and water conservation kits provided by the District. In addition, she was responsible for handling customer inquiries related to water conservation.



320 Commerce  
Suite 200  
Irvine, CA 92602  
Tel (714) 730-9052  
[www.arcadis.com](http://www.arcadis.com)



**EXHIBIT B**  
**Cost Summary for Development of Urban Water Management Plans for 2020**

## Exhibit B

### Cost Summary For Development of Urban Water Management Plans for 2020

	Budget Groupings of Agencies	Base Price	Contingency Items													Total With All ACTIVATED Contingencies
			1. Demand Assessment	2. Redesign of the WSCP	3. WSCP Communication Protocols	4. Annual Water Supply and Demand Assessment Procedures	5. Energy Intensity	6. Changes from MET or other sources	7. Climate Change Impacts Assessment	8. Agencies Coordination	9. Presentation and Meetings	10. DWR Submittal	11. Agencies with complicated arrangements	12. Agency coordination limited staff	13. Local Hazard Mitigation with	
			\$ 5,200	\$ 7,000	\$ 1,600	\$ 3,100	\$ 3,400	\$ 2,500	\$ 4,200	\$ 750	\$1,000/meeting	\$ 300	\$ 3,200	\$ 1,200	TBD	
<b>MWDOC</b>																
1	MWDOC	\$32,720														\$ 32,720
<b>OCWD Groundwater Agencies</b>																
2	City of Buena Park	\$24,650														\$ 24,650
3	City of Fullerton (not a part of MWDOC)	\$24,650														\$ 24,650
4	City of Garden Grove	\$24,650		\$ 7,000												\$ 31,650
5	City of La Palma	\$24,650														\$ 24,650
6	City of Orange	\$24,650														\$ 24,650
7	City of Seal Beach	\$24,650														\$ 24,650
8	City of Tustin	\$24,650														\$ 24,650
9	Yorba Linda Water District	\$24,650														\$ 24,650
10	City of Westminster	\$24,650														\$ 24,650
11	East Orange County Water District (1)	\$27,650														\$ 27,650
<b>OCWD Groundwater Agencies with Recycled Water</b>																
12	City of Fountain Valley	\$25,530														\$ 25,530
13	City of Newport Beach	\$25,530														\$ 25,530
14	City of Santa Ana (not a part of MWDOC)	\$25,530														\$ 25,530
15	Huntington Beach	\$25,530														\$ 25,530
16	Mesa Water	\$25,530														\$ 25,530
<b>South County Agencies with Recycled Water</b>																
17	City of San Clemente	\$24,910														\$ 24,910
18	El Toro Water District	\$24,910														\$ 24,910
19	South Coast Water District	\$24,910														\$ 24,910
20	Trabuco Canyon Water District	\$24,910														\$ 24,910
<b>Non-OCWD Groundwater Agencies</b>																
21	City of Brea	\$25,790														\$ 25,790
22	City of La Habra	\$25,790														\$ 25,790
<b>South County Agencies without Recycled Water</b>																
<b>Total for All Agencies</b>		<b>Total</b>	<b>\$561,090</b>	<b>\$ -</b>	<b>\$7,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 568,090</b>

(1) EOCWD = Wholesale & Retail Plans under one

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order for one new utility body truck to the National Auto Fleet Group. (Cost: \$53,365.85) ( <i>Action Item</i> )		
		Date:	11/24/2020

---

**OBJECTIVE**

To secure City Council authorization to purchase one (1) new Public Works Department utility body truck from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #120716.

**BACKGROUND**

The Public Works Department has one (1) utility body truck that currently meets the City's guidelines for replacement and was approved through the Fiscal Year 2020/21 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

**DISCUSSION**

Efforts to obtain a quote from a local Ford dealer were unsuccessful, as there are no Ford dealers within the city limits. Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #120716. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group	\$53,365.85*
Ford F-250 Regular Cab (Water Department)	

\* This price includes all applicable tax and destination charges.

**FINANCIAL IMPACT**

There is no impact to the General Fund. The financial impact is \$53,365.85 to the

Fleet Management Fund. The surplus equipment will be sold at public auction.

### RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$53,365.85 to National Auto Fleet Group for the purchase of one (1) new Public Works Department utility body truck.

By: Steve Sudduth, Equipment Maintenance Supervisor

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Nation Auto Fleet Group Quote	10/15/2020	Backup Material	GG_F250_F2A_Pacific_8348_(2).docx
Pacific Truck Body Quote	10/15/2020	Backup Material	8348.pdf.pdf
Ford F-250 Specs	10/15/2020	Backup Material	GG_F250.pdf

# National Auto Fleet Group

A division of Chevrolet of Watsonville  
490 Auto Center Drive, Watsonville, CA 95076  
855 BUY-NJPA 626-457-5590  
855 289-6572 626-457-5593  
Quote 8348

October 15, 2020

Mr. Steve Sudduth  
City Of Garden Grove  
13802 New Hope St.  
Garden Grove, California 92843  
Delivery Via Email

Dear Mr. Sudduth,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Garden Grove, new/unused 2021 Ford F250 regular cab and Chassis with Pacific Quote #8348 responding to your requirement with the attached specifications for:

2021 F250 C&C	25,703.00
Pacific quote# 8348	23,361.00
Sub Total	49,064.00
Sales Tax	4,293.10
Tire Tax	8.75
Total	53,365.85

These vehicles are available under the Sourcewell master contract# 120716 formally the NJPA master vehicle contract# 120716.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach  
National Account Law Enforcement Manager  
National Auto Fleet Group



# QUOTATION

pacific truck equipment inc.

11655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

DATE ENTERED 9/29/2020		CUST. P.O.		TERMS COD   YES		TAXABLE YES NO		ESTIMATE # 8348
TO	TO:STEVE SUDDUTH @ CITY OF GARDEN GROVE FROM: JEFF @ PACIFIC TRUCK EQUIPMENT			DATE REQUESTED 9/29/2020		TRUCK DUE DATE		
				BUYER'S NAME STEVE		WRITTEN BY J.K.		
				HOW SHIP				
SHIP TO	RE:REPLACEMENT UNIT #489			SPECIFICATIONS				
				MAKE / MODEL / YEAR / COLOR / C.A DIM				
				DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB				

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	7' X 9' FLATBED PAINTED WHITE AND INSTALLED	23,361.00	23,361.00T
B	1	REAR CORNERS OF FLATBED TO BE MITRED	0.00	0.00T
C	1	42" STRAIGHT SIDED HEADBOARD	0.00	0.00T
D	1	FABRICATE AND INSTALL (1)EA CUSTOM 2 TIERED STORAGE BASKET PAINTED AND INSTALLED AGAINST HEAD BOARD	0.00	0.00T
E	1	(2)EA 24" X 18" X 15" UNDERBODY BOXES PAINTED WHITE AND INSTALLED AT FRONT	0.00	0.00T
F	1	(1)EA 2 RUNG GRIP STRUT LADDER INSTALLED JUST BEHIND S.S. UNDERBODY BOX	0.00	0.00T
G	1	TRANSFER HYDRAULIC VALVE TURNER, GUIDE TRACK, AND GENORATOR TO NEW FLATBED	0.00	0.00T
H	1	FURNISH AND INSTALL (1)EA NATIONAL SIGNAL #2161762 36" X 72" ARROWBOARD 25 LAMP L.E.D. WITH POWER LIFT SUSPENDED OVER CAB	0.00	0.00T
I	1	(2)EA ECCO MODEL AMBER STROBE LIGHTS INSTALLED 1 ON EACH SIDE OF ARROWBOARD	0.00	0.00T
J	1	LEGAL LIGHTS PER PHOTO	0.00	0.00T
K	1	REAR DOCK BUMPER	0.00	0.00T
L	1	2" COMBO HITCH PER PHOTO	0.00	0.00T
M	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA TO O.E.M. BACK UP CAMERA INTERFACE	0.00	0.00T
N	1	INSTALL (2)EA WHELEN M7A AMBER FLASHERS IN FRONT GRILL (2)EA WHELEN MTA AMBER FLASHERS ON SIDES OF RUBRAIL AND (2)EA WHELEN M7A ON EACH MITRED CORNER OF RUBRAILS	0.00	0.00T
		*NO OTHER ITEMS INCLUDED		

Sub Total	\$23,361.00
Sales Tax	\$2,394.50
Total	\$25,755.50

Vehicle: [Fleet] 2021 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (  Complete )**Selected Model and Options****MODEL**

CODE	MODEL
F2A	2021 Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box

**COLORS**

CODE	DESCRIPTION
Z1	Oxford White

**ENGINE**

CODE	DESCRIPTION
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)

**TRANSMISSION**

CODE	DESCRIPTION
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)

**OPTION PACKAGE**

CODE	DESCRIPTION
600A	Order Code 600A

**AXLE RATIO**

CODE	DESCRIPTION
X37	3.73 Axle Ratio (STD)

**WHEELS**

CODE	DESCRIPTION
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)

**TIRES**

CODE	DESCRIPTION
TD8	Tires: LT245/75R17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)

**PRIMARY PAINT**

CODE	DESCRIPTION
Z1	Oxford White

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11881, Data updated Sep 15, 2020 10:33:00 PM PDT



Vehicle: [Fleet] 2021 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (  Complete )

#### SEAT TYPE

CODE	DESCRIPTION
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar

#### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping and heated convex spotter mirror, Remote Keyless Entry, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock

#### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
66D	Pickup Box Delete -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs, GVWR), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete *CREDIT*

#### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others
18B	Platform Running Boards

#### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
525	Steering Wheel-Mounted Cruise Control
66S	Upfitter Switches (6) -inc: Located in overhead console
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror

**Options Total**

Vehicle: [Fleet] 2021 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (  Complete )

## Standard Equipment

### Mechanical

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)

Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)

3.73 Axle Ratio (STD)

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection

157 Amp Alternator

Class V Towing Equipment -inc: Hitch and Trailer Sway Control

Trailer Wiring Harness

4260# Maximum Payload

GVWR: 10,000 lb Payload Package

HD Shock Absorbers

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

### Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)

Tires: LT245/75R17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)

Regular Box Style

Steel Spare Wheel

Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

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Vehicle: [Fleet] 2021 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (  Complete )

## Exterior

Black Door Handles

Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

## Entertainment

Radio w/Seek-Scan

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

Fixed Antenna

SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port

## Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

FordPass Connect 4G Mobile Hotspot Internet Access

Manual Air Conditioning

Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar

Day-Night Rearview Mirror

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Vehicle: [Fleet] 2021 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (  Complete )

## Interior

Passenger Visor Vanity Mirror  
 2 12V DC Power Outlets  
 Front Map Lights  
 Fade-To-Off Interior Lighting  
 Full Vinyl/Rubber Floor Covering  
 Underhood And Pickup Cargo Box Lights  
 Smart Device Remote Engine Start  
 Instrument Panel Covered Bin and Dashboard Storage  
 Manual 1st Row Windows  
 Systems Monitor  
 Trip Computer  
 Outside Temp Gauge  
 Analog Display  
 Seats w/Vinyl Back Material  
 Manual Adjustable Front Head Restraints  
 Securilock Anti-Theft Ignition (pats) Engine Immobilizer  
 Air Filtration

## Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)  
 ABS And Driveline Traction Control

## Safety-Exterior

Side Impact Beams

## Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags  
 Tire Specific Low Tire Pressure Warning  
 Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch  
 Safety Canopy System Curtain 1st Row Airbags  
 Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute  
 Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters  
 Back-Up Camera

Vehicle: [Fleet] 2021 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box (  Complete )

## WARRANTY

Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Corrosion Years: 5  
Corrosion Miles/km: Unlimited  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order for one new Public Works utility body truck to the National Auto Fleet Group. (Cost: \$88,549.09) ( <i>Action Item</i> )		
		Date:	11/24/2020

---

**OBJECTIVE**

To secure City Council authorization to purchase one (1) new Public Works utility body truck from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #120716.

**BACKGROUND**

The Public Works Department has one (1) Water Department utility body truck that currently meets the City's guidelines for replacement and was approved through FY-20/21 budget process. This vehicle is being upgraded to a larger, more versatile utility body truck using Water Department Enterprise Fund funding to satisfy the current needs of the department. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

**DISCUSSION**

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #120716. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group  
Water Department (Ford F-550)

\$88,554.09\*

\* This price includes all applicable tax and destination charges.

**FINANCIAL IMPACT**

There is no impact to the General Fund. The financial impact is \$50,000 to the Fleet Management Fund and \$38,554.09 to the Water Department Enterprise Fund. The surplus equipment will be sold at public auction.

#### RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$88,554.09 to National Auto Fleet Group for the purchase of one (1) new Public Works utility body truck.

By: Steve Sudduth, Equipment Maintenance Supervisor

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Nation Auto Fleet Group Quote	10/15/2020	Backup Material	GG_F5G_7560_(2).docx
Pacific Truck Body Quote	10/15/2020	Backup Material	Est_7560_from_pacific_truck_equipment_5412.pdf
Ford F-550 specs	10/15/2020	Backup Material	GG_F550_7560.pdf

# National Auto Fleet Group

A division of Chevrolet of Watsonville  
490 Auto Center Drive, Watsonville, CA 95076  
855 BUY-NJPA 626-457-5590  
855 289-6572 626-457-5593  
Quote 7560

October 15, 2020

Mr. Steve Sudduth  
City Of Garden Grove  
13802 New Hope St.  
Garden Grove, California 92843  
Delivery Via Email

Dear Mr. Sudduth,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Garden Grove, new/unused 2021 Ford F550 regular cab and Chassis with Pacific Quote #7560 responding to your requirement with the attached specifications for:

2021 F550 C&C	35,998.00
Pacific quote# 7560	45,423.00
Sub Total	81,421.00
Sales Tax	7,124.34
Tire Tax	8.75
Total	88,554.09

These vehicles are available under the Sourcewell master contract# 120716 formally the NJPA master vehicle contract# 120716.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach  
National Account Law Enforcement Manager  
National Auto Fleet Group





# QUOTATION

## pacific truck equipment inc.

1655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

DATE ENTERED 8/26/2020		CUST. P.O.		TERMS Net 10   ...		TAXABLE YES NO		ESTIMATE # 7560
TO	WONDRIES FLEET GROUP 1247 MAIN ST ALHAMBRA CA 91801			DATE REQUESTED 8/26/2020		TRUCK DUE DATE		
				BUYER'S NAME JOHN OVIYACH		WRITTEN BY J.K.		
				HOW SHIP				
SHIP TO	CITY OF GARDEN GROVE UNIT# 588			SPECIFICATIONS				
				MAKE / MODEL / YEAR / COLOR / C.A DIM FORD, F-550, 84" CA				
				DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB DRW CHASSIS				

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	126402054 VF PAINTED WHITE AND INSTALLED	45,423.00	45,423.00
B	1	COMPT. ARRANGEMENT 38-24-40-24	0.00	0.00T
C	1	C.S.#1 COMPT. RAISED 60" H. X 20" D. X 38" W. WITH OXY AND ACE BOTTLE BRACKETS, LOUVERS, HEAVYBOTTOM AND (1) EA OXY AND ACE HOSE REEL SUSPENDED FROM COMPT. TOP WITH 25' OF 1/4" SIAMESE HOSE TO PULL OUT SIDE DOORS	0.00	0.00T
D	1	(2) EA SWIVEL MATERIAL HOOKS IN C.S.#1 COMPT.	0.00	0.00T
E	1	C.S.#2 COMPT. TO HAVE (1) EA 6" D. , (2) 4" D. AND (4) EA 3" D. 250# CAP. ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE BOTTOM UP	0.00	0.00T
F	1	C.S. #3 COMPT. TO HAVE (1) EA ADJ. SHELF WITH METAL DIVIDERS	0.00	0.00T
G	1	C.S. #4 COMPT. TO HAVE (1) EA SAMLEX 2000 WATT PURE SINE INVERTER INSTALLED (1) EA AUXILIARY BATTERY AND (3) EA 4" D. 250# CAP ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE TOP DOWN	0.00	0.00T
H	1	(2) EA GFI PLUGS INSTALLED (WILL ADVISE LOCATIONS)	0.00	0.00T
I	1	S.S.#1 COMPT. RAISED 60" H. X 20" D. X 38" W. WITH (1) EA 6" D. AND (5) EA 4" D. 250# CAP. ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE BOTTOM UP CAPPED OFF WITH A HEAVY FIXED SHELF AND (4) EA SWIVEL MATERIAL HOOKS (2 PER DOOR) INSTALLED.	0.00	0.00T
J	1	S.S. #2 COMPT. TO HAVE (2) EA ADJ. SHELVES	0.00	0.00T
K	1	S.S.#3 COMPT. TO HAVE (1) EA ADJ. SHELF	0.00	0.00T
L	1	S.S.#4 COMPT. TO HAVE (1) EA ADJ. SHELF	0.00	0.00T
M	1	REAR 18" THRU PLATFORM WITH FOLD DOWN DOOR EACH SIDE	0.00	0.00T
N	1	ALUMINUM DIA PLATE COMPT. TOPS	0.00	0.00T
O	1	FURNISH AND INSTALL STRIP LIGHTING WITH PUSH PULL SWITCH IN ALL 10 COMPT. OPENINGS	0.00	0.00T
P	1	(1) EA 12" X 12" VISE PLATE ON C.S. REAR CORNER OF THRU PLATFORM	0.00	0.00T
Q	1	(1) EA WHACKER SECUREMENT SYSTEM ON S.S. OF REAR PLATFORM AGAINST REAR END PANEL	0.00	0.00T
R	1	THE ENTIRE BED AREA, REAR PLATFORM AND REAR CHANNEL STEP SHALL BE SPRAY LINED	0.00	0.00T

Sub Total
Sales Tax
Total

# QUOTATION

## pacific truck equipment inc.


1655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

DATE ENTERED 8/26/2020		CUST. P.O.		TERMS Net 10   ...		TAXABLE YES NO		ESTIMATE # 7560	
TO WONDRIES FLEET GROUP 1247 MAIN ST ALHAMBRA CA 91801		DATE REQUESTED 8/26/2020		TRUCK DUE DATE					
		BUYER'S NAME JOHN OVIYACH				WRITTEN BY J.K.			
		HOW SHIP							
		SPECIFICATIONS							
SHIP TO CITY OF GARDEN GROVE UNIT# 588		MAKE / MODEL / YEAR / COLOR / C.A DIM FORD, F-550, 84" CA							
		DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB							
		DRW CHASSIS							

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
S	1	(1) EA CAB PROTECTOR INSTALLED BETWEEN RAISED COMPTS. WITH LIGHTBAR MOUNT	0.00	0.00T
T	1	FURNISH (1) EA WATER CASK BRACKET (LOOSE)	0.00	0.00T
U	1	FABRICATE AND INSTALL (1) EA SIDE TYPE EXP. METAL BASKET FROM REAR OF S.S. RAISED COMPT. TO REAR END PANEL 9 1/2" H. X 10" W. AND SHALL BE FLUSH WITH TOP OF RAISED COMPT.	0.00	0.00T
V	1	L.E.D LEGAL LIGHTS IN REAR FASCIA PANEL	0.00	0.00T
W	1	(1) EA 6 STROBE SYSTEM 2 FRONT, 2 SIDE AND 2 REAR INSTALLED	0.00	0.00T
X	1	6" REAR CHANNEL STEP (SPRAY LINED)	0.00	0.00T
Y	1	10,000# RECEIVER HTICH AND 7 PRONG RV TYPE PLUG	0.00	0.00T
Z	1	(1) EA COMBO PINTLE BALL HITCH # B-82000, SLIDE ADAPTOR AND RETAINER PIN	0.00	0.00T
AA	1	FURNISH AND INSTALL (1) EA CODE 3 LIGHTBAR MODEL# 211F58-C60458 WITH REAR FACING ARROWSTICK INSTALLED ON CAB PROTECTOR WITH #NASLDRL CONTROLLER	0.00	0.00T
BB	1	ALUMINUM GRAVEL GUARDS INSTALLED	0.00	0.00T
CC	1	PAIR OF REAR GRAB HANDLES INSTALLED	0.00	0.00T
DD	1	4 CORNER STROBE SYSTEM INSTALLED	0.00	0.00T
EE	1	BACK UP ALARM INSTALLED	0.00	0.00T
FF	1	5# FIRE EXTINGUISHER	0.00	0.00T
GG	1	EMERGENCY TRIANGLE KIT	0.00	0.00T
HH	1	(1) EA L.E.D. WORK LIGHT INSTALLED IN BED AREA PER SKETCH	0.00	0.00T
II	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA TO O.E.M SYSTEM	0.00	0.00T
		NO OTHER ITEMS INCLUDED		

Sub Total	\$45,423.00
Sales Tax	\$0.00
Total	\$45,423.00

Vehicle: [Fleet] 2021 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (  Complete )

## Selected Model and Options

### MODEL

CODE	MODEL
F5G	2021 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

### COLORS

CODE	DESCRIPTION
Z1	Oxford White

### ENGINE

CODE	DESCRIPTION
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)

### TRANSMISSION

CODE	DESCRIPTION
44G	Transmission: TorqShift 10-Speed Automatic -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)

### OPTION PACKAGE

CODE	DESCRIPTION
660A	Order Code 660A

### AXLE RATIO

CODE	DESCRIPTION
X48	4.88 Axle Ratio (STD)


### TIRES

CODE	DESCRIPTION
TGJ	Tires: 225/70Rx19.5G BSW A/P (STD)

### PRIMARY PAINT

CODE	DESCRIPTION
Z1	Oxford White

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Vehicle: [Fleet] 2021 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (  Complete )

#### SEAT TYPE

CODE	DESCRIPTION
------	-------------

AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
----	---

#### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
------	-------------

90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front Side Windows, 1-touch up/down driver/passenger window
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#### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
------	-------------


18B	Platform Running Boards
-----	-------------------------

#### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
------	-------------

872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
-----	---

**Options Total**

Vehicle: [Fleet] 2021 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (  Complete )

## Standard Equipment

### Mechanical

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift 10-Speed Automatic -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)

4.88 Axle Ratio (STD)

50-State Emissions System

Transmission w/Oil Cooler

Rear-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

HD 240 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

11290# Maximum Payload

GVWR: 18,000 lbs Payload Package

HD Shock Absorbers

Front And Rear Anti-Roll Bars

Firm Suspension

Hydraulic Power-Assist Steering

40 Gal. Fuel Tank

Single Stainless Steel Exhaust

Dual Rear Wheels

Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist

Upfitter Switches

### Exterior

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included

Tires: 225/70Rx19.5G BSW A/P (STD)


Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Fender Flares

Black Side Windows Trim and Black Front Windshield Trim

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Vehicle: [Fleet] 2021 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (  Complete )

## Exterior

Black Door Handles

Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Front Splash Guards

Black Grille

Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cab Clearance Lights

## Entertainment

Radio w/Seek-Scan

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

Fixed Antenna

SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls

## Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

FordPass Connect 4G Mobile Hotspot Internet Access

Manual Air Conditioning

Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner


Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

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Vehicle: [Fleet] 2021 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA (  Complete )

## Interior

2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Underhood Lights

Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage

Manual 1st Row Windows

Systems Monitor

Trip Computer

Outside Temp Gauge

Analog Display

Manual Adjustable Front Head Restraints

Air Filtration

## Safety-Mechanical

Driveline Traction Control

## Safety-Exterior

Side Impact Beams

## Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

## WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

**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 for graffiti abatement services to Graffiti Protective Coatings, Inc.  
(Cost: \$240,240 per year)  
(*Action Item*) Date: 11/24/2020

---

**OBJECTIVE**

For the City Council to award a contract to Graffiti Protective Coatings, Inc., to provide graffiti abatement services on public property.

**BACKGROUND**

Since 2009, the City has contracted with a graffiti abatement contractor for weekend and holiday coverage. In early 2019, due to staffing changes, the City began contracting for full-time graffiti abatement for graffiti removal from walls that face the public right of way, traffic signs and signals, sidewalks, and trees. Graffiti abatement is conducted six days per week, eight hours a day, excluding major holidays, addressing an average of 1,000 locations per month. The contract awarded in 2019 was based on a competitive process conducted by the City of Santa Ana in 2015.

**DISCUSSION**

The contract awarded in 2019 was based on 2015 pricing and has not been adjusted. The type of work is a prevailing wage project. Due to the known cost increase staff solicited bids through the Request for Proposal (RFP) No. S-1275. The RFP was released on October 5, 2020. Due to the ongoing COVID-19 restrictions, there was no pre-bid meeting. All written questions were to be submitted by October 26, 2020, with the RFP to be submitted by November 4, 2020.

A total of five bids were received. A Source Selection Committee was established and rated the proposals with the results listed below.

<b>Company</b>	<b>SSC Score</b>
Graffiti Protective Coatings, Inc.	258
Urban Graffiti Enterprises, Inc.	247



Woods Maintenance Services, Inc.	240
Superior Property Services, Inc.	198
Tony Painting	159

Under this agreement, the contractor will be responsible for removing graffiti from City parks, facilities, and the recently completed Medal of Honor Bike and Pedestrian trail. Staff is proposing that services be continued at six days a week, Monday through Saturday, by one graffiti abatement vehicle.

A best and final offer was requested and received from the highest scoring company, and is reflected in the contract amount.

#### FINANCIAL IMPACT

The cost for one year of services is \$240,240, an increase of \$68,742 annually for the same level of service. The fiscal impact for the remainder of FY 2020-21 is \$40,089, which will be absorbed into the existing Public Works budget. Changes in service levels and budget appropriations will be considered during the next biennial budget development.

#### RECOMMENDATION

It is recommended that the City Council:

- Award a one-year contract with four optional renewal years to Graffiti Protective Coatings, Inc., to provide graffiti abatement services in the amount of \$240,240 per year; and
- Authorize the City Manager to execute the agreement, on behalf of the City, and to make minor modifications as appropriate.

By: Mark Ladney, Public Works Supervisor

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	11/19/2020	Agreement	11-24-20_Graffiti_Protective_Coatings_Contract_2020.pdf

## **GRAFFITI ABATEMENT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Graffiti Protective Coatings, 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 all equipment, labor and supplies to perform graffiti abatement services for the City of Garden Grove per RFP S-1275.
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 initial term of the Agreement shall be from the December 1, 2020 through November 30, 2021, with options for CITY to extend the term of the Agreement for up to four (4) additional years, for a total of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal Pricing form (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment "A", and is incorporated herein by reference. The Scope of Work 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 Dollars (\$240,240.00), per year, per Option 1, payable in arrears and in accordance with Proposal Pricing Form/Best and Final Offer, Attachment "B". All work shall be in accordance with RFP No. S-1275.

- 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 PROPOSAL PRICING FORM, Attachment "B". 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 PROPOSAL PRICING FORM/BEST AND FINAL OFFER, Attachment "B. All work shall be in accordance with RFP. No. S-1275.
- 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 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 and provide a Waiver of Subrogation in favor of the City.
- 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 law provide Employers Liability in an amount not less than \$1,000,000.
- 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.

An **On-Going and Completed Operations Additional Insured Endorsements** 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 and non-contributory as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR 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. (CONTRACTOR)  
Graffiti Protective Coatings, Inc.  
Attention: Carla Lenhoff, President  
419 N. Larchmont Blvd. #264  
Los Angeles, CA 90004
- 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 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 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. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. CONTRACTOR shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
17. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless CITY, is

due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

18. **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: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Graffiti Protective Coatings, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date



**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP No. S-1275**

**Provide all equipment, labor and supplies to perform graffiti abatement services for the City of Garden Grove**

The services shall consist of providing professional graffiti removal services throughout the City of Garden Grove; leaving no trace of past vandalism. For each service call from the community, the Contractor shall complete the requested graffiti removal services within twenty-four to forty-eight (24 to 48) hours. In the event that the graffiti cannot be removed with the time frame, the Contractor shall notify the Project Manager.

In addition to below, the CONTRACTOR shall remove or paint over all types of graffiti in compliance with all Federal, State, and local laws. Contractor shall provide all labor, materials, and equipment necessary to perform graffiti removal services according to accepted industry standards.

**1.01 WORKING HOURS**

Working hours shall be between 7:00 a.m. to 4:00 p.m. The CONTRACTOR shall respond to all graffiti telephone hotline requests received by 1:00 p.m.

**1.02 METHODS OF REMOVAL**

Methods of removal include painting over (matching existing painted surface), chemical remover, water-blasting, or other eradication procedures approved by the City. CONTRACTOR shall determine the most effective method of removal for each location.

For walls or other surfaces facing the public right of way, CONTRACTOR shall use one of the four standard colors identified by the City. For City-owned facilities, City will provide the paint color code for each building.

Graffiti shall be painted over and to one (1) foot horizontally beyond the graffiti. If there are fence posts and the posts are ten (10) feet or less between centers, the entire segment of the wall between the fence posts shall be painted. Generally, walls are six (6) feet in height and will be painted from ground level to the top of the wall. On walls over 6 feet in height, graffiti shall be painted over and the wall painted up to a height of six (6) feet or to cover all the graffiti, whichever is higher. If the wall has a capstone, the wall shall be painted to the bottom of the capstone. If the capstone has been graffitied, the capstone shall be painted over with a color that matches the existing color.

If the wall has been previously painted, and the graffiti to be abated is on the previously painted surface and the color is known, Contractor may paint out just the area with the graffiti.

### 1.03 MATERIAL, EQUIPMENT AND SUPPLIES

The CONTRACTOR shall provide, at his own expense, all equipment necessary to safely perform graffiti removal. This includes, if necessary, breathing apparatus and traffic control devices.

Additionally, CONTRACTOR is responsible for providing all paint used. CONTRACTOR is also responsible for providing all graffiti removal chemicals.

CONTRACTOR shall have access to a vehicle or trailer mounted pressure-washer and water recovery system at least 3 days per week for the removal of graffiti from sidewalks, unpainted walls, or other areas as directed.

### 1.04 AUTHORIZATION FOR WORK

Authorization to remove graffiti on private property shall be checked by the CONTRACTOR on a list provided by the City, or if no release is already on file, CONTRACTOR must obtain a release from each property owner or tenant, or authorized agent. The CONTRACTOR shall provide the "Consent to Enter and Release of Liability" form, to obtain this authorization prior to performing the work. Copies of all properly executed forms shall be submitted quarterly to the City.

### 1.05 EXECUTION OF WORK

Upon receipt of the executed "Consent to Enter and Release of Liability" form, the CONTRACTOR shall remove the subject graffiti. The work shall be performed in a prompt, thorough, lawful and workman like manner. CONTRACTOR is required to have and maintain a California State Contractors License Classification of C-33, Painting and Decorating. CONTRACTOR shall submit proof of license to CITY before execution of contract.

Work shall be completed in accordance with established industry guidelines, PCA industry standards, and also as directed by the Public Works Director or his designee.

### 1.06 COMPLETION. VERIFICATION AND APPROVAL OF WORK

The CONTRACTOR shall submit to the City a list of locations with pictures where graffiti has been removed. The list shall indicate the address of each work site, the number of square feet involved at each site and the cost estimate per work site. Refer to Attachment A for further details. City shall have access, at no cost, to any database owned or maintained by contractor.

### 1.07 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The CONTRACTOR shall be responsible for the protection of all improvements adjacent to the work, such as sprinkler systems, drain pipes, lawns, plantings, brick work, masonry work, fences, walls, sidewalks, street paving. etc., located on either public or private property. If any improvements are removed or damaged, other than those designed for removal, then such improvements shall be replaced in kind at the CONTRACTOR'S expense.

#### 1.08 AREAS COVERED BY THIS CONTRACT

CONTRACTOR will be responsible for removing graffiti in the areas identified below, but not limited to:

Walls adjoining arterial, collector, and residential roads  
Sidewalks  
Street signs  
Utility boxes  
Traffic Signal Equipment  
City Parks (and equipment in the parks such as play and/or exercise equipment, and picnic tables)  
Exterior of City-owned buildings  
Asphalt

Contractor shall not remove graffiti from the following, unless directed by the City (list is not all inclusive and more items may be added):

Private property, including on homes  
Commercial property and parking lots

#### 1.09 WORK BY CITY FORCES DUE TO NONCONFORMANCE OF CONTRACT

Should the CONTRACTOR fail to correct deficiencies or public nuisances that have been created because of his operation, then these will be considered to be an emergency nature and cause for the City to move in on the project to take corrective action. Such action will be done on a force account basis for any City related costs, including but not limited to time and materials.

#### 1.10 COLOR COAT OF ALL WALLS FACING ARTERIAL/COLLECTOR STREETS

The City, may, at its choosing, instruct CONTRACTOR to color coat (paint one color) portions of walls facing arterial and collector streets. CONTRACTOR would be responsible for providing all paint, supplies, and materials related to the project.

#### 1.11 IDENTIFICATION OF VEHICLES

All vehicles used as part of this agreement by CONTRACTOR shall have signage identifying them as "Under Contract to City of Garden Grove".

#### 1.12 ENVIRONMENTAL COMPLIANCE

CONTRACTOR is also responsible to be environmentally friendly and NPDES compliant. CONTRACTOR is to implement Best Management Practices (BMPs), clean up all paint spills and keep all water used in waterblasting out of the storm drain system. CONTRACTOR'S staff assigned to Garden Grove will also complete the City's Annual Storm Water Pollution Prevention training. All paint and paint containers shall be disposed of properly.

#### 1.13 CUSTOMER SERVICE

CONTRACTOR shall employ and use the highest customer service methods possible when interacting with residents while in the process of obtaining property release forms or removing graffiti from their property.

#### 1.14 PAINT COLORS

Except as otherwise directed, CONTRACTOR shall use 4 standard colors of paint as approved by City.

Color matching shall only take place on City-owned facilities. Color codes for buildings will be provided to contractor.

#### 1.15 ANTI-GRAFFITI COATING

CONTRACTOR may be asked to apply an anti-graffiti coating to various murals that have been painted on traffic signal or utility boxes or similar. Cost to be included in monthly service fee.

#### 1.16 HOLIDAYS

No graffiti abatement shall take place on the following holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Presidents Day
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

#### 1.17 USE OF CONTRACT

CONTRACTOR agrees to extend pricing to other cities or government organizations who wish to utilize this contract.

#### 1.18 PREVAILING WAGE AND DIR REQUIREMENTS

1. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide Department of Industrial Relations Registration Numbers for the General Contractor **and** all Sub-Contractors listed in your proposal.
4. Prevailing wages are required for this project as defined by Labor Code, section 1771. Per Labor Code, Section 1773.2, copies of the prevailing rate of per diem wages are on file with the City and will be made available to any interested party upon written request.



**RFP S-1275  
ATTACHMENT "B"  
(PROPOSAL PRICING FORM)  
BEST AND FINAL OFFER**

**Provide all equipment, labor and supplies to perform graffiti abatement services for the City of Garden Grove**

**THIS SECTION MUST BE COMPLETED AS OUTLINED BELOW AND RETURNED WITH THE PROPOSAL. PLEASE DO NOT CHANGE THE FORMAT**

The City provides the below numbers as estimated quantities only. Actual numbers could be much higher or lower than the quantities provided.

The undersigned, having carefully examined the Scope of Work for: Contractual Weekend and Holiday Graffiti Removal, Hereby Propose to furnish all labor, materials, equipment and transportation and do all the work required to complete work in accordance with the specifications and scope of work for the sum price of:

**Estimated volume per month: 1,000 locations; 40,000 square feet**

Note: THIS FORM MUST BE SUBMITTED WITH PROPOSAL

All specifications are to be inclusive within the pricing below:

**RESPONSE**

**Option 1:**

1 Graffiti Abatement Vehicle 6 days per week: \$4,620.00 per week  
Monday-Saturday, excluding holidays in Attachment A, Scope of Work, Section 1.16, HOLIDAYS

Total per Year: \$240,240.00

**Option 2:**

1 Graffiti Abatement Vehicle 5 days per week: \$3,820.00 per week  
Monday-Friday, excluding holidays in Attachment A, Scope of Work, Section 1.16, HOLIDAYS

Total per Year: \$198,640.00

**Extra:**

1 Graffiti Abatement Vehicle for additional work: \$764.00 per weekday  
(8 hr work day)

Emergency Removal Afterhours/Weekend: \$800.00 per weekend day  
\$105.00 per hour

**All Proposers are required to submit pricing for both Options 1 AND 2 above.** Those proposals that do not include both pricing options will be deemed as non-responsive.

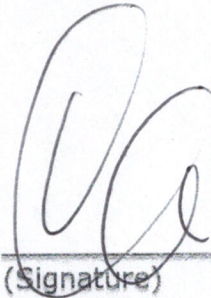
Choice of option and award will depend on availability of funds within city budget.

\* GPC DOES NOT CHARGE FOR HOLIDAYS OR RAIN DAYS WHEN THERE IS NO WORK PERFORMED THAT DAY.



RFP S-1275  
ATTACHMENT "B"  
(PROPOSAL PRICING FORM)  
BEST AND FINAL OFFER

BY:

  
(Signature)

(323) 464-4472

Telephone Number

CARLA LENTHOFF  
(Type or Print Name)

PRESIDENT  
(Title)

CARLA.LENTHOFF@GMAIL.COM  
(Email Address)

GRAFFITI PROTECTIVE COATINGS, INC.  
(Company Name)

**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: 11/24/2020  
from the meeting held on  
November 10, 2020. (*Action  
Item*)

---

Attached are the minutes from the meeting held on November 10, 2020,  
recommended to be received and filed as submitted or amended.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Minutes	11/19/2020	Minutes	cc-min_11_10_2020.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, November 10, 2020

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

CONVENE CLOSED SESSION

At 6:18 p.m., Mayor Jones convened Closed Session telephonically.

ROLL CALL      PRESENT:      (6)      Council Members Brietigam, D. Nguyen,  
Klopfenstein, K. Nguyen, Mayor Pro Tem  
O'Neill, Mayor Jones

ABSENT:      (1)      Council Member Bui absent at Roll Call, but  
joined the meeting at 6:20 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

CONVENE CLOSED SESSION

At 6:19 p.m., Mayor Jones announced the City Council was going into Closed Session telephonically to discuss the following matters:

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1): Vetere v. City of Garden Grove, et al., OCSC Case No. 30-2019-01047655

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1): Leff v. Garden Grove, USDC Case No. 8;19-cv-01034

ADJOURN CLOSED SESSION

At 6:45 p.m., Mayor Jones adjourned the Closed Session



### CONVENE REGULAR MEETING

At 6:46 p.m., Mayor Jones convened the meeting telephonically with all Council Members present.

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

### ORAL COMMUNICATIONS

Speakers: None

Written Communications: Dean Saki, Tony Flores.

### RECESS MEETING

At 6:48 p.m., Mayor Jones recessed the meeting.

### RECONVENE MEETING

At 6:53 p.m., Mayor Jones reconvened the meeting telephonically with all Council Members present.

### ADOPTION OF A PROCLAMATION HONORING OCTOBER 2020 AS DOMESTIC VIOLENCE AWARENESS MONTH AS REQUESTED BY THE CITY COUNCIL (F: 83.1)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

A Proclamation be adopted proclaiming October 2020 as "Domestic Violence Awareness Month" and urges all citizens, agencies, and businesses to work together as a team in our community through prevention, intervention and education programs to end domestic violence forever.

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

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

### ADOPTION OF A PROCLAMATION DECLARING THE WEEK OF NOVEMBER 8<sup>TH</sup> THROUGH 14<sup>TH</sup> 2020, AS NURSE PRACTITIONER WEEK IN GARDEN GROVE (F: 83.1)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

A Proclamation be adopted declaring November 8th through 14th, 2020, as "Nurse Practitioner Week" in recognition of the countless contributions that nurse

practitioners have made over the past half century and will continue to make to the health and well-being of citizens in our state.

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

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

ADOPTION OF A RESOLUTION OF COMMENDATION FOR MAYOR MIGUEL PULIDO FOR HIS SERVICE ON THE ORANGE COUNTY TRANSPORTATION AUTHORITY BOARD (F: 52.2)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

A Resolution of Commendation in recognition of Miguel Pulido's twenty-seven years of exceptional dedication and service for advancing transportation and leaving a legacy of mobility improvements throughout Orange County, be adopted.

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

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

ADOPTION OF A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE PUBLIC FINANCING AUTHORITY JOINT POWERS AGREEMENT (F: P-127.1)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Resolution No. 9659-20 entitled: A Resolution of the City Council of the City of Garden Grove approving the execution and delivery of an amendment to the Joint Exercise of Powers Agreement of the Garden Grove Public Financing Authority, be adopted.

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

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

REVIEW OF AUTOMATIC PASS-THROUGH WATER COST INCREASES ADOPTED BY ORDINANCE NO. 2890 (F: 112.1)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

The Water Commodity Adjustment Calculation regarding the automatic pass-through adjustment to the Commodity Delivery Charges effective January 1, 2021, be reviewed.

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

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

APPROVAL TO EXTEND THE LEASE AGREEMENT WITH THE CREDIT UNION OF SOUTHERN CALIFORNIA FOR PROPERTY LOCATED AT 11390 STANFORD AVENUE, GARDEN GROVE (F: 55- Credit Union of Southern California)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

The Fourth Amendment to the Lease Amendment with the Credit Union of Southern California for continued occupancy of the property located at 11390 Stanford Avenue, Garden Grove, be approved; and

The City Manager be authorized to execute the Fourth Amendment and make minor modifications as needed on behalf of the City.

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

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

APPROPRIATION OF FISCAL YEAR 2019-20 PUBLIC SAFETY REALIGNMENT AND POST-RELEASE COMMUNITY SUPERVISION FUNDS (F: 82.1) (XR: 82.15)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Appropriation of Fiscal Year 2019-20 Public Safety Realignment and Post-Release Community Supervision funds to the Police Department for Fiscal Year 2020-21 budget, be approved.

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

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

ADOPTION OF A RESOLUTION APPROVING A GRANT APPLICATION FOR THE PROPOSITION 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION GRANT PROGRAM (F: 87.1A)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Resolution No. 9660-20 entitled: A Resolution of the City Council of the City of Garden Grove approving the application for statewide park development and community revitalization program grant funds for the Woodbury Park Community Revitalization and Expansion Project, be adopted; and

The City Manager and Community Services Director be authorized to execute the grant application.

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

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR FOUR (4) NEW UTILITY BODY TRUCKS

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

The Finance Director be authorized to issue a purchase order in the amount of \$229,370.27 to National Auto Fleet Group for the purchase of four (4) new Public Works Department utility body trucks.

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

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

AWARD A CONTRACT TO TSG ENTERPRISES, INC., DBA THE SOLIS GROUP, FOR COMMUNITY WORKFORCE AGREEMENT (CWA) ADMINISTRATION SERVICES (F: 55-TSG Enterprises, Inc.) (XR: 46.1)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

A contract be awarded to TSG Enterprises, Inc., dba The Solis Group, for Community Workforce Agreement administration services, in the not to exceed amount of \$150,000, with the option to extend the agreement for four years in the amount of \$150,000 per each option year; and

The City Manager be authorized to execute the agreement, and execute agreements for each of the four option years provided sufficient funds are available.

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

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

APPROVAL OF AN AGREEMENT WITH STOMMEL INC., DBA LEHR AUTO, FOR EMERGENCY PATROL VEHICLE EQUIPMENT CHANGEOVERS AND INSTALLATIONS (F: 55-Stommel Inc.)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

An agreement with Stommel Inc., dba Lehr Auto, be approved, in the amount of \$525,000 for three years with an option to extend an additional two years at a cost of \$175,000 for each option year for a total of \$875,000 over five years, for the changeovers, installation, and repair of Police Department emergency vehicle equipment; and

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

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

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

MINUTES (F: Vault)

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

The minutes from the meeting held on October 13, 2020, be received and filed.

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

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

WARRANTS

It was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:



With no further testimony from the audience, Mayor Jones declared the public hearing closed.

Following City Council discussion, it was moved by Council Member Brietigam, seconded by Council Member D. Nguyen that:

Resolution No. 9661-20 entitled: A Resolution of the City Council of the City of Garden Grove denying the appeal, thereby upholding the Planning Commission's decision to approve Conditional Use Permit No. CUP-339-11 (Rev. 2020), be adopted; and

A six month review be reported to the City Council on the status of compliance with the conditions of approval listed in the Conditional Use Permit.

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

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

RECEIVE AND FILE MEASURE O CITIZENS' OVERSIGHT COMMITTEE'S ANNUAL REPORT FOR FISCAL YEAR 2019-20 (F: 122.90)

Following staff introduction and report from Sandy Thomas, Measure O Committee Chair, it was moved by Council Member Brietigam, seconded by Mayor Pro Tem O'Neill that:

The Measure O Citizens' Oversight Committee's annual report for Fiscal Year 2019-20, be received and filed.

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

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

ACCEPTANCE OF KEVIN HURLEY'S RESIGNATION FROM THE TRAFFIC COMMISSION (F: 122.11A)

It was moved by Mayor Pro-Tem O'Neill, seconded by Council Member D. Nguyen that:

Traffic Commissioner Kevin Hurley's resignation be accepted.

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

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER FOR FIRE HYDRANTS WITH UNITED WATER WORKS

Following staff introduction, it was moved by Mayor Pro Tem O'Neill, seconded by Council Member Klopfenstein that:

The Finance Director be authorized to issue a purchase order to United Water Works, in the amount of \$318,265.36, for the bulk purchase of fire hydrants.

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

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

APPROVE SECOND AMENDMENT AND AUTHORIZATION OF AN INCREASE TO THE PURCHASE ORDER WITH FIDELITY NATIONAL INFORMATION SERVICES, INC. AND EXTENSION OF THE CONTRACT FOR ELECTRONIC PAYMENT SERVICES

(F: 55-Fidelity National Information Services, LLC fka Metavante Corporation)

Following staff introduction, it was moved by Council Member Brietigam, seconded by Council Member D. Nguyen that:

An increase to the current purchase order with Fidelity National Information Services, Inc. (FIS) to \$350,000 per year for electronic and card payment processing services, be authorized; and

The City Manager be authorized to execute the second amendment to the agreement with FIS extending the contract term for three additional years, and to approve minor modifications deemed necessary.

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

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

SECOND READING OF ORDINANCE NO. 2918 (F: 115.A-029-2020)

*(As approved earlier in the meeting, it was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill, and approved by a 7-0 vote, that full reading of ordinances listed be waived.)*





Council Member D. Nguyen congratulated the Mayor and Council Members who have been re-elected. She recognized today as the Marine Corp's birthday, and expressed gratitude for all of those who have served our country.

Council Member Bui congratulated Mayor Jones and Council Members K. Nguyen, O'Neill, and Klopfenstein on their re-election to the City Council. He expressed his appreciation for the men and women in uniform serving in the armed forces. He speculated that the 2020 Census will reveal a much higher population count in Garden Grove from the 2010 Census, and that there will be need to hire more Police Officers and Fire Fighters. Currently, the Police Department facility is aged and inadequate and needs to be redesigned immediately primarily due to the increased population, but also the expected growth from the state mandates increasing residential units and relaxed laws for accessory dwelling units. Public Safety is necessary in order to support a growing population, and he would like to work with local state representatives to explore obtaining funding such as a development fee based on the mandated 19,000 regional housing needs assessment and ADU laws, as well as seeking federal funding and to consider a bond. He requested that a council task force be listed on an upcoming agenda to appoint council members to begin the process of funding, designing, and constructing a new police facility, and that he would like to be a member of that task force as this is important to him.

City Manager Stiles noted that a needs assessment for a police facility was completed at the end of 2019, and is available on the City's website. The needs assessment includes several build out options and the cost of each which is between 70 and 90 million dollars. Because of the loss of revenue due to COVID, the project has been on hold, noting that under a strong economy they would have looked at public financing. Currently, the Measure O funds are paying for the newly hired additional officers, and the City now has historically more sworn police officers. He noted that when the Census is released, it will provide a good indicator of population based on Garden Grove's nearly 80 percent response rate. Measure O monies have ensured that our officers are paid a competitive salary and pension obligations to officers who have retired are met, and lastly we need to be smart about moving forward with funding a new police facility. He noted the financial hurdles faced with the effect of COVID on the economy, and committed to working with the City Council.

Council Member Bui expressed that he wants to work with staff to be proactive and keep this project moving forward by seeking funding sources.

City Manager Stiles noted that research can be done and reported back to the City Council.

Council Member Klopfenstein agreed that the opportunity for a retreat was missed this year and gathering information on the financial feasibility for this project needs to be done.

City Manager Stiles agreed that the retreat is critical for ascertaining the direction and guidance from the City Council, and staff will organize and schedule a retreat early in 2021.

Mayor Jones commented that a task force is unnecessary and would only serve to add a layer that would ultimately slow the project down; that all of the City Council Members are interested in moving the project forward; and that there has been preliminary work done with more conceptual work that is needed to be done. He noted that the costs for the planning and conceptual work could be absorbed over the next couple of years, which would coincide with a recovering economy. He noted that this project already is a priority and that he is optimistic for the future.

Council Member Bui expressed his concern over delay; that he understands that the design can take a year or more; but expressed the need to take advantage of any grant funding generated by the pandemic that could be available now. He stated he would like to be able to work with the City Manager to express his ideas to keep this project moving forward.

City Manager Stiles responded that he is happy to meet individually with the City Council members and will also include the Finance Director and Police Chief in those conversations.

Council Member Klopfenstein commented in response to written comments regarding graffiti that she will look into the issue; and she provided the graffiti hotline phone number. She noted that if there is a red dot next to graffiti, it is on the list for removal. She reminded the community to fly their American flag in recognition of Veterans Day, and to thank those who have served our country.

Council Member K. Nguyen commented on increased graffiti in District 6, and in District 5, and that she has been in touch with Chief DaRé who is aware of the problem. She suggested that she and Council Member Klopfenstein partner together to work on this issue. She announced that on Saturday, November 14, 2020, at 11:00 a.m., the City will host a community meeting to discuss possible future renovations to Woodbury Park. The neighborhood and park users are invited to attend the meeting in person at the park located at 13800 Rosita Place, or attend virtually by accessing [ggcity.org/parksplan](http://ggcity.org/parksplan). She asked that if you fly your American flag on Veterans Day, please take a picture and post it to social media. She thanked staff for assisting her by placing several banners featuring veterans around the city.

City Attorney Sandoval announced that there is no reportable action taken during Closed Session.

City Manager Stiles noted that there will be a special meeting that will take place on December 8, 2020, prior to the regular City Council meeting for the purpose of televising the swearing in of the re-elected Mayor and Council Members. He noted the opening of the Shea Homes new development, noting that the Shea staff expressed their appreciation working with the City of Garden Grove staff through

the development process. He thanked Assistant City Manager, Lisa Kim and Public Works Director Bill Murray's staff for their work processing this development project.

#### ADJOURNMENT

At 8:48 p.m., Mayor Jones adjourned the meeting in memory of Garden Grove Resident, Mr. Howard Singer. The next Regular City Council Meeting scheduled on Tuesday, November 24, 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: Patricia Song

Dept.: City Manager                      Dept.: Finance

Subject: Receive and file warrants.      Date: 11/24/2020  
(*Action Item*)

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Attached are the warrants recommended to be received and filed.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Warrants	11/17/2020	Warrants	11-24-20_CC_Warrants_(10-14-20).pdf
Warrants	11/17/2020	Warrants	11-24-20_CC_Warrants_(10-21-20).pdf
Warrants	11/17/2020	Warrants	11-24-20_CC_Warrants_(10-28-20).pdf
Warrants	11/17/2020	Warrants	11-24-20_CC_Warrants_(11-01-20).pdf
Warrants	11/17/2020	Warrants	11-24-20_CC_Warrants_(11-04-20).pdf
Warrants	11/17/2020	Warrants	11-24-20_CC_Warrants_(Payroll_11-19-20).pdf



City of Garden Grove  
Certificate of Warrants  
Register Dates:  
10/14/2020

This is to certify the demands covered by EFT numbers 00003906 to 00003921, and check numbers #00666658 through 00666765 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

A handwritten signature in blue ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director  
Patricia Song

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
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**AP - Checking Account**

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00003906	V00523	BPS SUPPLY GROUP	10/14/2020	\$52.22
00003907	V00650	BUREAU VERITAS NORTH AMERICA, INC	10/14/2020	\$28,026.10
00003908	V01042	CHARLES P CROWLEY CO, INC	10/14/2020	\$163.55
00003909	V00718	DANGELO CO (JWD ANGELO CO INC)	10/14/2020	\$2,544.29
00003910	V01362	DAVEY RESOURCE GROUP, INC	10/14/2020	\$4,650.00
00003911	V01305	FLEMING ENVIRONMENTAL, INC	10/14/2020	\$420.00
00003912	V01546	GEOCON WEST, INC	10/14/2020	\$11,352.50
00003913	V00218	GRAINGER	10/14/2020	\$936.88
00003914	V01391	INTELEPEER CLOUD COMMUNICATIONS, LLC	10/14/2020	\$1,893.08
00003915	V00271	MONTROSE AIR QUALITY SERVICES, LLC	10/14/2020	\$2,526.25
00003916	V00506	REDFLEX TRAFFIC SYSTEMS, INC	10/14/2020	\$30,800.00
00003917	V00230	SCHAFER CONSULTING, INC	10/14/2020	\$11,512.50
00003918	V00250	SIMPSON CHEVROLET OF GG	10/14/2020	\$5,000.00
00003919	V00261	STRICTLY TECHNOLOGY, LLC	10/14/2020	\$1,683.21
00003920	V01458	TOYOTA OF GARDEN GROVE	10/14/2020	\$12,000.00
00003921	V01460	TRAUMA INTERVENTION PROGRAMS, INC	10/14/2020	\$5,319.25
00666658	V00280	ACA COMPLIANCE SERVICES, INC	10/14/2020	\$1,169.25
00666659	OTV001011	ALMOND HAUS CAFE	10/14/2020	\$5,000.00
00666660	V00238	AMERINAT	10/14/2020	\$150.00
00666661	V00033	AT&T CORP	10/14/2020	\$126.38
00666662	V00433	BATTERY SYSTEMS, INC	10/14/2020	\$417.72
00666663	V00074	BSN SPORTS, LLC	10/14/2020	\$0.00
00666664	V00655	C WELLS PIPELINE MATERIALS, INC	10/14/2020	\$4,542.81
00666665	V00561	CALIFORNIA BUILDING OFFICIALS	10/14/2020	\$1,560.00
00666666	V00534	CHEM PRO LABORATORY, INC	10/14/2020	\$380.00
00666667	V00653	CJ CONCRETE CONSTRUCTION, INC	10/14/2020	\$129,818.80
00666668	V00579	COASTLINE EQUIPMENT	10/14/2020	\$271.18
00666669	V00669	CONTROLLED MOTION SOLUTIONS, INC	10/14/2020	\$763.13
00666670	V00620	COUNTY OF ORANGE	10/14/2020	\$128,230.46
00666673	V01273	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	10/14/2020	\$1,129.32
00666674	V00537	DANIELS TIRE SERVICE	10/14/2020	\$2,016.38
00666675	V00481	DATA TICKET, INC	10/14/2020	\$479.86
00666676	V00184	DIAMOND ENVIRONMENTAL SERVICES	10/14/2020	\$50.00
00666677	V01869	DME, INC	10/14/2020	\$979.30

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00666678	V01370	DROPBOX, INC	10/14/2020	\$2,400.00
00666679	V02363	DUPLO USA CORPORATION	10/14/2020	\$270.00
00666680	V00270	ES ENGINEERING SERVICES, LLC	10/14/2020	\$5,910.50
00666681	V00233	FACTORY MOTOR PARTS CO BIN 139107	10/14/2020	\$1,940.14
00666682	V00054	GALLS LLC	10/14/2020	\$1,120.71
00666683	V00526	GANAHL LUMBER COMPANY	10/14/2020	\$210.90
00666684	V02368	GARDEN GROVE ELKS LODGE	10/14/2020	\$6,240.00
00666685	V01382	GARDEN GROVE NISSAN, LP	10/14/2020	\$4,000.00
00666686	V01746	GMU GEOTECHNICAL, INC	10/14/2020	\$56,071.25
00666687	V00097	GOLDENWEST LAWNMOWERS & SCOOTERS	10/14/2020	\$140.21
00666688	V00218	GRAINGER	10/14/2020	\$39.65
00666689	OTV001012	HAIR ARTISTS LLC	10/14/2020	\$5,000.00
00666690	V00544	HARRINGTON INDUSTRIAL PLASTICS, LLC	10/14/2020	\$658.90
00666691	V00494	HARRIS & ASSOCIATES, INC	10/14/2020	\$10,927.50
00666692	V00711	HILL'S BROS LOCK & SAFE, INC	10/14/2020	\$1,128.63
00666693	V00710	HILLCO FASTENER WAREHOUSE	10/14/2020	\$164.55
00666694	OTV001007	HUYNHCHI'S HAIR STUDIO	10/14/2020	\$5,000.00
00666695	V00531	IRV SEAVER MOTORCYCLES	10/14/2020	\$1,753.10
00666696	V01307	IRVINE PIPE & SUPPLY, INC	10/14/2020	\$158.28
00666697	V00717	J & M SERVICE, INC	10/14/2020	\$116.63
00666698	V00051	JD FUTURE ENTERPRISES, INC	10/14/2020	\$162.23
00666699	V00283	JIG CONSULTANTS	10/14/2020	\$10,722.50
00666700	V00071	JM NURSERY	10/14/2020	\$1,152.75
00666701	V00720	JOHNSTONE SUPPLY	10/14/2020	\$320.21
00666702	V00721	KELLY PAPER	10/14/2020	\$680.50
00666703	V02416	KS STEEL CORPORATION	10/14/2020	\$10,000.00
00666704	V00435	LANGUAGE LINE SERVICES	10/14/2020	\$61.10
00666705	V00402	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	10/14/2020	\$319.45
00666706	V00732	LINCOLN FINANCIAL GROUP	10/14/2020	\$6,359.25
00666707	V02410	LITTLE SAIGON TV NETWORK INC	10/14/2020	\$500.00
00666708	V01879	LOUIE'S ON MAIN	10/14/2020	\$3,000.00
00666709	V00192	MAD SCIENCE OF WEST OC	10/14/2020	\$56.10
00666710	V00020	MCFADDEN DALE INDUSTRIAL HARDWARE	10/14/2020	\$24.05
00666711	V00737	MERCHANTS BLDG MAINT, LLC	10/14/2020	\$25,073.46
00666712	V01177	METROLINK TRAINS	10/14/2020	\$525.00



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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00666713	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	10/14/2020	\$442.10
00666714	V00190	MR D'S AUTOMOTIVE	10/14/2020	\$95.00
00666715	V01280	NATIONAL CREDIT REPORTING	10/14/2020	\$27.90
00666716	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	10/14/2020	\$5,545.13
00666717	V00209	WHJ OCN,IND	10/14/2020	\$525.00
00666718	V00559	ORANGE COUNTY EMERGENCY PET CLINIC	10/14/2020	\$1,000.00
00666719	V02406	ORANGE COUNTY THERMAL INDUSTRIES, INC	10/14/2020	\$1,035.19
00666720	V01163	ORANGE COUNTY TRANSPORTATION AUTHORITY	10/14/2020	\$10,127.55
00666721	OTV001009	ORANGE PHOTO STUDIO	10/14/2020	\$5,000.00
00666722	V00598	PARKWOOD LANDSCAPE MAINTENANCE, INC	10/14/2020	\$13,727.33
00666723	V01677	PATRICIA L SONTAG	10/14/2020	\$153.72
00666724	V00764	PETTY CASH - HUMAN RESOURCES	10/14/2020	\$94.38
00666725	V00766	POOL WATER PRODUCTS	10/14/2020	\$48.72
00666726	V01592	PREMIERE PACKAGING INDUSTRIES	10/14/2020	\$195.06
00666727	V00382	PRIME TRUCK TIRE SERVICE	10/14/2020	\$170.00
00666728	V00771	PYRO-COMM SYSTEMS, INC	10/14/2020	\$135.00
00666729	V01316	QUINN COMPANY	10/14/2020	\$2,153.22
00666730	V00396	RADI'S CUSTOM UPHOLSTERY	10/14/2020	\$1,500.00
00666731	V00693	REPUBLIC SERVICES 676	10/14/2020	\$9,823.33
00666732	V00652	RUSSELL SIGLER, INC	10/14/2020	\$993.21
00666733	V00525	RYAN HERCO PRODUCTS CORP	10/14/2020	\$81.18
00666734	V00120	SIEMENS MOBILITY, INC	10/14/2020	\$467.36
00666735	V02244	SO CAL EQUIPMENT REPAIR, INC.	10/14/2020	\$8,643.99
00666736	V01692	SOUTHERN CALIFORNIA NEWS GROUP	10/14/2020	\$944.32
00666737	V00367	SOUTHERN COMPUTER WAREHOUSE	10/14/2020	\$21,997.45
00666738	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	10/14/2020	\$1,164.99
00666739	V00160	SOUTHERN COUNTIES OIL COMPANY	10/14/2020	\$19,541.69
00666740	V00795	SPARKLETTS	10/14/2020	\$54.89
00666741	V00213	STATE INDUSTRIAL PRODUCTS	10/14/2020	\$5,865.46
00666742	V02239	T & Y INC	10/14/2020	\$5,250.00
00666743	V02356	THANH SANG BALLROOM DANCE STUDIO	10/14/2020	\$1,500.00
00666744	V01389	THE HOME DEPOT PRO	10/14/2020	\$1,847.13
00666745	V00528	THE ORANGE COUNTY HUMANE SOCIETY	10/14/2020	\$48,333.32
00666746	V00808	TRUCK & AUTO SUPPLY, INC	10/14/2020	\$616.22
00666747	V02396	KIMBERLY C TURNER	10/14/2020	\$250.00

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00666748	V00812	UNIFIRST CORP	10/14/2020	\$899.10
00666749	V00152	UNITED WATER WORKS, INC	10/14/2020	\$4,148.74
00666750	V00817	VALLEY POWER SYSTEMS, INC	10/14/2020	\$4,355.43
00666751	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	10/14/2020	\$538.30
00666752	V00527	WALTERS WHOLESALE ELECTRIC	10/14/2020	\$414.05
00666753	V01285	WARD A GLASBY, INC GLASBY MAINTENANCE SUPPLY	10/14/2020	\$959.65
00666754	V00823	WATERLINE TECHNOLOGIES, INC	10/14/2020	\$2,026.08
00666755	V00824	WAXIE SANITARY SUPPLY	10/14/2020	\$1,630.81
00666756	V00826	WEST COAST ARBORISTS, INC	10/14/2020	\$50,507.00
00666757	V01729	WESTERN PROPANE SERVICES, INC	10/14/2020	\$5,000.00
00666758	V01731	WILLDAN ENGINEERING	10/14/2020	\$13,218.00
00666759	V00134	WILLIAMS & MAHER, INC	10/14/2020	\$3,919.14
00666760	V02243	WINSTON PROFESSIONAL INVESTMENT, INC.	10/14/2020	\$5,000.00
00666761	V00112	WM OF SOUTHERN CALIFORNIA	10/14/2020	\$1,152.00
00666762	V00473	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC	10/14/2020	\$4,908.23
00666763	V00039	XEROX CORPORATION	10/14/2020	\$5,785.20
00666764	V00744	R J NOBLE COMPANY	10/14/2020	\$365,268.88
00666765	V00758	PAULUS ENGINEERING, INC	10/14/2020	\$27,539.62
			<b>EFT:</b>	<b>16</b>
			<b>Check:</b>	<b>106</b>
			<b>Total:</b>	<b>122</b>
				<b>\$118,879.83</b>
				<b>\$1,105,912.21</b>
				<b>\$1,224,792.04</b>



City of Garden Grove  
Certificate of Warrants  
Register Dates:  
10/21/2020

This is to certify the demands covered by Wires 00000124 to 00000133, EFT numbers 00003922 to 00003928, and check numbers #00666766 through 00666868 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

A handwritten signature in blue ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director  
Patricia Song

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
**Check Dates Between Oct 15, 2020 and Oct 21, 2020**

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**AP - Checking Account**

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000124	V02090	MICHELE REYNOLDS	10/21/2020	\$461.54
00000125	V02089	SHANNON WAINWRIGHT	10/21/2020	\$553.85
00000126	V01539	SO CALIF EDISON CO	10/21/2020	\$1,686.17
00000127	V00691	CITY OF GARDEN GROVE-W	10/21/2020	\$508,962.80
00000128	V00732	VERIZON WIRELESS-LA	10/21/2020	\$6,359.25
00000129	V01596	PUBLIC EMPLOYEES' RETI	10/21/2020	\$490,518.98
00000130	V02152	EXPERT PAY CHILD SUPPO	10/21/2020	\$3,081.52
00000131	V02091	MARYLAND CHILD SUPPORT	10/21/2020	\$343.38
00000132	V02090	MICHELE REYNOLDS	10/21/2020	\$461.54
00000133	V02089	SHANNON WAINWRIGHT	10/21/2020	\$553.85
00003922	V00523	BPS SUPPLY GROUP	10/21/2020	\$14.15
00003923	V00650	BUREAU VERITAS NORTH AMERICA, INC	10/21/2020	\$19,214.65
00003924	V00718	DANGELO CO (JWD ANGELO CO INC)	10/21/2020	\$440.57
00003925	V01305	FLEMING ENVIRONMENTAL, INC	10/21/2020	\$420.00
00003926	V00218	GRAINGER	10/21/2020	\$132.98
00003927	V00250	SIMPSON CHEVROLET OF GG	10/21/2020	\$699.88
00003928	V00520	WESTERN EXTERMINATOR	10/21/2020	\$125.00
00666766	V00043	A-THRONE CO , INC	10/21/2020	\$518.08
00666767	V02426	AG & K INC	10/21/2020	\$5,000.00
00666768	V00421	ALEXANDER'S CONTRACT SERVICES, INC	10/21/2020	\$597.00
00666769	V00238	AMERINAT	10/21/2020	\$408.96
00666770	V00479	ANDRES MEDINA MOBILE WASH	10/21/2020	\$1,997.50
00666771	V00864	ASSOCIATED SOILS ENGINEERING, INC	10/21/2020	\$575.00
00666772	V00646	BENDRITE SHEET METAL, INC	10/21/2020	\$177.79
00666773	V00386	MELODIE BERQUIST-TURORI	10/21/2020	\$175.00
00666774	V00237	BEST BUY FOR BUSINESS	10/21/2020	\$347.98
00666775	V00173	BEST WESTERN GARDEN HOTEL	10/21/2020	\$3,756.40
00666776	V00162	BIG RON'S AUTO BODY & PAINT, INC	10/21/2020	\$27,570.35
00666777	V00249	BLAIS & ASSOCIATES, LLC	10/21/2020	\$577.50
00666778	V00655	C WELLS PIPELINE MATERIALS, INC	10/21/2020	\$8,977.88
00666779	V02425	INC CAFE ORANGE	10/21/2020	\$5,000.00
00666780	V00660	CAMERON WELDING SUPPLY	10/21/2020	\$21.33
00666781	V01878	CDCE, INC	10/21/2020	\$1,300.00
00666782	V01521	CENTRAL BROADCASTING NETWORK	10/21/2020	\$420.00

**CITY OF GARDEN GROVE**  
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00666783	V02421	CHAPMAN OPTOMETRY	10/21/2020	\$5,000.00
00666784	V00596	CLEANSTREET	10/21/2020	\$187.50
00666785	V01976	COMMUNITY ACTION PARTNERSHIP OF OC	10/21/2020	\$6,600.00
00666786	V01159	COMPETITIVE AQUATIC SUPPLY	10/21/2020	\$380.95
00666787	V01273	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	10/21/2020	\$9,310.00
00666788	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	10/21/2020	\$2,640.28
00666789	V00858	CSULB FOUNDATION	10/21/2020	\$378.00
00666790	V00349	DAMEWOOD CONSULTING GROUP	10/21/2020	\$2,700.00
00666791	V00537	DANIELS TIRE SERVICE	10/21/2020	\$2,830.35
00666792	V00481	DATA TICKET, INC	10/21/2020	\$1,069.00
00666793	V01183	DEPARTMENT OF JUSTICE	10/21/2020	\$238.00
00666794	V02420	DHT INSURANCE & TAX SERVICE	10/21/2020	\$5,000.00
00666795	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	10/21/2020	\$40,365.00
00666796	V00684	EXPERIAN INFO SOLUTIONS, INC	10/21/2020	\$78.00
00666797	V00233	FACTORY MOTOR PARTS CO BIN 139107	10/21/2020	\$451.61
00666798	V00829	FERGUSON ENTERPRISES, INC 1350	10/21/2020	\$2,411.63
00666799	V00229	FIS ACCOUNTING DEPT	10/21/2020	\$29,620.85
00666800	V00143	FRYE SIGN CO	10/21/2020	\$470.89
00666801	V00054	GALLS LLC	10/21/2020	\$283.28
00666802	V00054	GALLS LLC	10/21/2020	\$232.49
00666803	V00526	GANAHL LUMBER COMPANY	10/21/2020	\$328.28
00666804	V00696	GARDEN GROVE UNIFIED SCHOOL DIST	10/21/2020	\$643.40
00666805	V00218	GRAINGER	10/21/2020	\$83.91
00666806	V00705	GRAYBAR	10/21/2020	\$137.93
00666807	V00503	HF&H CONSULTANTS, LLC	10/21/2020	\$6,444.50
00666808	V00711	HILL'S BROS LOCK & SAFE, INC	10/21/2020	\$2,514.27
00666809	V00710	HILLCO FASTENER WAREHOUSE	10/21/2020	\$227.74
00666810	V02329	HOANG AN INC	10/21/2020	\$3,000.00
00666811	V00034	HOME DEPOT CREDIT SERVICES	10/21/2020	\$5,377.42
00666812	V02422	HUE TAM TRUONG	10/21/2020	\$1,000.00
00666813	V00182	INFOSEND, INC	10/21/2020	\$10,710.18
00666814	V01093	INTERNAL REVENUE SERVICE	10/21/2020	\$51.50
00666815	V02427	ITANGO RESTAURANT AND LOUNGE	10/21/2020	\$5,000.00
00666816	V02138	KATIE NGUYEN	10/21/2020	\$800.00

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00666817	V00721	KELLY PAPER	10/21/2020	\$2,505.11
00666818	V02367	KIM'S HAIR NAILS AND SPA	10/21/2020	\$750.00
00666819	V00724	KLEINFELDER WEST, INC	10/21/2020	\$1,386.25
00666820	V00555	LIFECOM, INC	10/21/2020	\$195.00
00666821	V02423	LONG DO	10/21/2020	\$1,000.00
00666822	V00736	MC MASTER-CARR SUPPLY CO	10/21/2020	\$155.16
00666823	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	10/21/2020	\$308.00
00666824	V00517	MONTGOMERY HARDWARE CO	10/21/2020	\$668.68
00666825	V00190	MR D'S AUTOMOTIVE	10/21/2020	\$754.35
00666826	V02164	NAM GIAO RESTAURANT	10/21/2020	\$3,000.00
00666827	V00557	NATIONAL CONSTRUCTION RENTALS	10/21/2020	\$521.40
00666828	V01866	NGUOI VIET DAILY NEWS	10/21/2020	\$756.00
00666829	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	10/21/2020	\$990.00
00666830	V00209	WHJ OCN, IND	10/21/2020	\$290.00
00666831	V00371	OFFICE DEPOT, INC	10/21/2020	\$3,419.55
00666832	V01086	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	10/21/2020	\$250.00
00666833	V00563	ORANGE COUNTY STRIPING SERV	10/21/2020	\$21,615.52
00666834	V01424	PACIFIC COAST ENTERTAINMENT	10/21/2020	\$1,536.00
00666835	V00164	PACIFIC MEDICAL CLINIC	10/21/2020	\$475.00
00666836	V01488	PERFORMANCE NURSERY CORP	10/21/2020	\$299.06
00666837	H3464	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	10/21/2020	\$1,506.00
00666838	V01056	PLAYERS CHOICE SPORTS ASSOCIATION	10/21/2020	\$150.69
00666839	V00045	PRIM&MULTI-SPEC CLN OF ANAHEIM	10/21/2020	\$2,107.00
00666840	V00744	R J NOBLE COMPANY	10/21/2020	\$2,101.78
00666841	V02412	RIVERSIDE COMMUNITY COLLEGE DISTRICT	10/21/2020	\$184.00
00666842	V00778	ROSEBURROUGH TOOL, INC	10/21/2020	\$423.95
00666843	V01497	SC SIGNS & SUPPLIES LLC	10/21/2020	\$1,043.02
00666844	V02407	SHIFT EMPLOYMENT LAW TRAINING, LLC	10/21/2020	\$9,000.00
00666845	V01811	SIGURDSON SALES SERVICE, INC	10/21/2020	\$869.99
00666846	V01442	SOCIALWISE CONSULTING, LLC	10/21/2020	\$6,800.00
00666847	V00367	SOUTHERN COMPUTER WAREHOUSE	10/21/2020	\$149.48
00666848	V00795	SPARKLETTS	10/21/2020	\$6.64
00666849	V00570	STRADLING, YOCCA, CARLSON & RAUTH	10/21/2020	\$15,645.00
00666850	V00228	SUPERION, LLC	10/21/2020	\$11,462.50

**CITY OF GARDEN GROVE  
FEFM001 Warrant Register**

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00666851	V02239	T & Y INC	10/21/2020	\$5,000.00
00666852	V02371	TACOS OCAMPO CATERING	10/21/2020	\$4,860.00
00666853	V01389	THE HOME DEPOT PRO	10/21/2020	\$1,062.11
00666854	V01206	TOPAZ ALARM CORP	10/21/2020	\$25.00
00666855	V00809	TURBO DATA SYSTEMS, INC	10/21/2020	\$16,650.80
00666856	V00814	UNITED PARCEL SERVICE	10/21/2020	\$138.92
00666857	V00815	UNITED RENTALS NORTHWEST, INC	10/21/2020	\$238.71
00666858	V00527	WALTERS WHOLESALE ELECTRIC	10/21/2020	\$1,077.30
00666859	V00824	WAXIE SANITARY SUPPLY	10/21/2020	\$104.40
00666860	V00828	WEST COAST SAND & GRAVEL	10/21/2020	\$606.23
00666861	V01638	WEST-LITE SUPPLY CO, INC	10/21/2020	\$382.78
00666862	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	10/21/2020	\$69,177.63
00666863	V00115	YORBA LINDA FEED STORE, INC	10/21/2020	\$40.93
00666864	V01517	CA LANDSCAPE & DESIGN, INC	10/21/2020	\$97,128.00
00666865	V02119	REMARKABLE MOVIE NIGHTS	10/21/2020	\$8,750.00
00666866	OTV001013	WICKED MOTORSPORTS	10/21/2020	\$50,000.00
00666867	V02324	YNC HEALTH	10/21/2020	\$3,000.00
00666868	V01188	BANNER BANK	10/21/2020	\$92,597.71
			<b>EFT:</b>	<b>7</b>
			<b>Check:</b>	<b>113</b>
			<b>Total:</b>	<b>120</b>
				<b>\$21,047.23</b>
				<b>\$1,660,136.26</b>
				<b>\$1,681,183.49</b>



City of Garden Grove  
Certificate of Warrants  
Register Dates:  
10/28/2020

This is to certify the demands covered by Wires 00000134 to 00000140, EFT numbers 00003929 to 00003939, and check numbers #00666869 through 00666973 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

A handwritten signature in blue ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director  
Patricia Song



**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
**Check Dates Between Oct 22, 2020 and Oct 29, 2020**

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000134	V01539	DELTA CARE OF CALIFORNIA	10/28/2020	\$2,307.90
00000135	V02087	DELTA CARE USA	10/28/2020	\$6,892.38
00000136	V01579	ORANGE COUNTY FIRE AUT	10/28/2020	\$1,972,914.00
00000137	V01545	CITY OF GARDEN GROVE-L	10/28/2020	\$66,469.00
00000138	V00813	UNION BANK	10/28/2020	\$4.32
00000139	V00792	SO CALIF GAS CO	10/28/2020	\$355.95
00000140	V00792	SO CALIF GAS CO	10/28/2020	\$15,855.34
00003929	V01474	WEX BANK	10/27/2020	\$1,403.95
00003930	V00625	ASSETWORKS, LLC	10/28/2020	\$59,096.94
00003931	V00224	CDW-GOVERNMENT, INC	10/28/2020	\$1,185.09
00003932	V01489	DAVID EVANS & ASSOCIATES	10/28/2020	\$145.00
00003933	V01305	FLEMING ENVIRONMENTAL, INC	10/28/2020	\$420.00
00003934	V00218	GRAINGER	10/28/2020	\$181.17
00003935	V00716	INTERVAL HOUSE	10/28/2020	\$322,327.41
00003936	V00250	SIMPSON CHEVROLET OF GG	10/28/2020	\$2,871.00
00003937	V00261	STRICTLY TECHNOLOGY, LLC	10/28/2020	\$5,608.87
00003938	V00520	WESTERN EXTERMINATOR	10/28/2020	\$756.00
00003939	V02157	CALIFORNIA STATE BOARD OF EQUALIZATION	10/29/2020	\$567.00
00666869	V02165	5 W FOOD PROCESSING	10/28/2020	\$4,500.00
00666870	V01122	ADVANCED CAR CARE, INC	10/28/2020	\$5,996.37
00666871	V02436	AIKIDO AISHINKAI DOJO	10/28/2020	\$5,000.00
00666872	V00426	ALS GROUP USA CORP	10/28/2020	\$2,336.00
00666873	V00238	AMERINAT	10/28/2020	\$417.42
00666874	V00641	AQUA-METRIC SALES CO	10/28/2020	\$93,187.59
00666875	V00422	ARC DOCUMENT SOLUTIONS, LLC	10/28/2020	\$16.94
00666876	V00864	ASSOCIATED SOILS ENGINEERING, INC	10/28/2020	\$2,045.00
00666877	V00433	BATTERY SYSTEMS, INC	10/28/2020	\$743.86
00666878	V00237	BEST BUY FOR BUSINESS	10/28/2020	\$358.75
00666879	V00548	BISHOP CO	10/28/2020	\$520.70
00666880	V00655	C WELLS PIPELINE MATERIALS, INC	10/28/2020	\$317.55
00666881	V02445	BEATRIZ CABRERA	10/28/2020	\$1,000.00
00666882	V01101	CAHA	10/28/2020	\$900.00
00666883	V00561	CALIFORNIA BUILDING OFFICIALS	10/28/2020	\$70.00
00666884	V00175	CALIFORNIA YELLOW CAB	10/28/2020	\$2,785.53
00666885	V00660	CAMERON WELDING SUPPLY	10/28/2020	\$46.41

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00666886	V01350	CARASOFT TECHNOLOGY CORPORATION	10/28/2020	\$12,857.00
00666887	V02438	CC FASHION & GIFTS	10/28/2020	\$5,000.00
00666888	V00423	CEMEX	10/28/2020	\$1,062.26
00666889	V02189	CHARADE DANCE ACADEMY	10/28/2020	\$1,406.00
00666890	V00749	CITY OF ORANGE	10/28/2020	\$614.34
00666891	V00579	COASTLINE EQUIPMENT	10/28/2020	\$26.09
00666892	V00667	CONTINENTAL CONCRETE CUTTING	10/28/2020	\$8,717.00
00666893	V00513	CORELOGIC SOLUTIONS, LLC	10/28/2020	\$394.50
00666894	V00620	COUNTY OF ORANGE	10/28/2020	\$9,527.14
00666895	V01273	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	10/28/2020	\$58,612.30
00666896	V00481	DATA TICKET, INC	10/28/2020	\$1,181.00
00666897	V00674	DEKRA-LITE INDUSTRIES, INC	10/28/2020	\$3,888.58
00666898	V01183	DEPARTMENT OF JUSTICE	10/28/2020	\$64.00
00666899	V00259	DTNTECH MARKETING	10/28/2020	\$1,274.38
00666900	V01297	DTSC ACCTING UNIT EPA ID DEPT OF TOXIC SUBSTANCES	10/28/2020	\$575.00
00666901	V01372	EBIX, INC	10/28/2020	\$29.37
00666902	V01868	ENVIROCERT INTERNATIONAL, INC	10/28/2020	\$115.00
00666903	V00547	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	10/28/2020	\$10,650.00
00666904	V00336	EXCLUSIVE AUTO DETAIL	10/28/2020	\$588.00
00666905	V00233	FACTORY MOTOR PARTS CO BIN 139107	10/28/2020	\$640.19
00666906	V00623	FAIR HOUSING FOUNDATION	10/28/2020	\$6,662.35
00666907	V02331	FCTC	10/28/2020	\$2,208.00
00666908	V00143	FRYE SIGN CO	10/28/2020	\$1,140.00
00666909	V00054	GALLS LLC	10/28/2020	\$188.97
00666910	V00140	GARDEN GROVE SECURED STORAGE	10/28/2020	\$250.00
00666911	V01318	GEORGE YARDLEY COMPANY	10/28/2020	\$691.83
00666912	V00139	GOLDEN STAR TECHNOLOGY, INC	10/28/2020	\$49,573.90
00666913	V00218	GRAINGER	10/28/2020	\$142.44
00666914	V00707	HACH COMPANY, INC	10/28/2020	\$598.07
00666915	V02440	CLIENT TRUST ACCT OF HADSELL STORMER RENICK & DAI	10/28/2020	\$388,469.44
00666916	V00708	HARBOR POINTE A/C & CONTROL SYSTEMS, INC	10/28/2020	\$3,576.46
00666917	V00711	HILL'S BROS LOCK & SAFE, INC	10/28/2020	\$22.84
00666918	V00710	HILLCO FASTENER WAREHOUSE	10/28/2020	\$7.71

**CITY OF GARDEN GROVE**  
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00666919	V00012	INNER-TITE CORP	10/28/2020	\$281.86
00666920	V00471	INTEGRA CHEMICAL COMPANY	10/28/2020	\$2,087.47
00666921	V00300	IPROMOTEU	10/28/2020	\$1,767.19
00666922	V01307	IRVINE PIPE & SUPPLY, INC	10/28/2020	\$42.60
00666923	V00071	JM NURSERY	10/28/2020	\$570.94
00666924	V02434	JUNGSOOK KIM	10/28/2020	\$5,000.00
00666925	V02444	KIT COLLECTORS INTERNATIONAL	10/28/2020	\$500.00
00666926	V00486	L N CURTIS & SONS	10/28/2020	\$1,937.36
00666927	V00728	LAWSON PRODUCTS, INC	10/28/2020	\$943.43
00666928	V00769	LEGAL SHIELD	10/28/2020	\$872.05
00666929	V00555	LIFECOM, INC	10/28/2020	\$195.00
00666930	V02437	SUNG J LIM	10/28/2020	\$5,000.00
00666931	V00299	LOOPNET	10/28/2020	\$492.24
00666932	V01817	LSA ASSOCIATES, INC	10/28/2020	\$2,585.25
00666933	V02439	ME VIETNAM PRODUCTONS	10/28/2020	\$5,000.00
00666934	V01570	MEEDER PUBLIC FUNDS, INC	10/28/2020	\$6,000.00
00666935	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	10/28/2020	\$425.00
00666936	V02443	PAULINA MORENO	10/28/2020	\$2,054.00
00666937	V02076	DOUG MULLIN	10/28/2020	\$300.00
00666938	V00541	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	10/28/2020	\$21,706.60
00666939	V02435	MY VI MI GIA RESTAURANT INC	10/28/2020	\$5,000.00
00666940	V00530	ORANGE COUNTY APPLIANCE PARTS	10/28/2020	\$15.44
00666941	V00559	ORANGE COUNTY EMERGENCY PET CLINIC	10/28/2020	\$850.00
00666942	V00762	PETTY CASH-SPEC INVESTIGATIONS	10/28/2020	\$9,850.00
00666943	V01591	PRAXIS CORPORATION	10/28/2020	\$24,700.00
00666944	V01316	QUINN COMPANY	10/28/2020	\$5,204.57
00666945	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	10/28/2020	\$651.30
00666946	V00163	RETAIL MARKETING SERVICES INC	10/28/2020	\$2,083.00
00666947	V00778	ROSEBURROUGH TOOL, INC	10/28/2020	\$354.80
00666948	V00652	RUSSELL SIGLER, INC	10/28/2020	\$1,347.20
00666949	V00525	RYAN HERCO PRODUCTS CORP	10/28/2020	\$20.19
00666950	V00780	SAFETY 1st PEST CONTROL, INC	10/28/2020	\$950.00
00666951	V01497	SC SIGNS & SUPPLIES LLC	10/28/2020	\$1,034.40
00666952	V00785	SHRED CONFIDENTIAL, INC	10/28/2020	\$283.50
00666953	V00367	SOUTHERN COMPUTER WAREHOUSE	10/28/2020	\$181.13

**CITY OF GARDEN GROVE**  
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00666954	V00228	SUPERION, LLC	10/28/2020	\$275,800.00
00666955	V00244	SWANK MOTION PICTURES, INC	10/28/2020	\$685.00
00666956	V02356	THANH SANG BALLROOM DANCE STUDIO	10/28/2020	\$750.00
00666957	V01454	THE CHRISTMAS LIGHT GUY COMPANY	10/28/2020	\$10,470.16
00666958	V00080	TIN LOCKSMITH, INC	10/28/2020	\$300.00
00666959	V00591	U S ARMOR CORP	10/28/2020	\$1,170.19
00666960	V00815	UNITED RENTALS NORTHWEST, INC	10/28/2020	\$718.85
00666961	V00501	US BEHAVIORAL HEALTH PLAN, CA	10/28/2020	\$1,425.20
00666962	V00301	USA BLUE BOOK	10/28/2020	\$528.21
00666963	V00817	VALLEY POWER SYSTEMS, INC	10/28/2020	\$1,137.63
00666964	V02446	VALLEY VIEW CINEMA CENTER LLC	10/28/2020	\$3,500.00
00666965	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	10/28/2020	\$334.03
00666966	V00104	WALLACE & ASSOC CONSULTING	10/28/2020	\$20,125.00
00666967	V00527	WALTERS WHOLESALE ELECTRIC	10/28/2020	\$503.85
00666968	V01044	WESTERN WATER WORKS	10/28/2020	\$10,523.52
00666969	V00092	WONDRIES FLEET GROUP	10/28/2020	\$37,438.33
00666970	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	10/28/2020	\$15,464.97
00666971	V01208	YO-FIRE SUPPLIES	10/28/2020	\$12,592.82
00666972	V01525	CHI CONSTRUCTION	10/28/2020	\$224,349.91
00666973	V00744	R J NOBLE COMPANY	10/28/2020	\$227,871.75
			<b>EFT: 11</b>	<b>\$394,562.43</b>
			<b>Check: 111</b>	<b>\$3,711,771.11</b>
			<b>Total: 122</b>	<b>\$4,106,333.54</b>



City of Garden Grove  
Certificate of Warrants  
Register Dates:  
11/01/2020

This is to certify the demands covered by EFT numbers 00003940 to 00004888, and check numbers #00666974 through 00667171 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check#'s 667042, 667123 & 667157 were voided.

A handwritten signature in blue ink, likely belonging to Patricia Song, the Finance Director.

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Finance Director  
Patricia Song

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
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**AP - Checking Account**

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00003940	H0951	12392 TO 12432 GROVEVIEW	11/01/2020	\$710.00
00003941	H3409	12911 GALWAY ST, LLC	11/01/2020	\$3,107.00
00003942	H3297	13251 NEWLAND, LLC	11/01/2020	\$11,465.00
00003943	H4567	15915 LA FORGE ST WHITTIER, LLC	11/01/2020	\$1,722.00
00003944	H3906	19822 BROOKHURST, LLC	11/01/2020	\$2,563.00
00003945	H2617	2300 W EL SEGUNDO, LP	11/01/2020	\$11,591.00
00003946	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	11/01/2020	\$1,331.00
00003947	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	11/01/2020	\$6,965.00
00003948	H2483	7632 21ST ST, LP	11/01/2020	\$5,121.00
00003949	H2971	8080 BEVER PLACE-NEGBA, LLC	11/01/2020	\$1,500.00
00003950	H4654	8572 STANFORD, LLC	11/01/2020	\$1,083.00
00003951	H1044	ABCO CROWN VILLA,LTD	11/01/2020	\$1,847.00
00003952	H3560	ACACIA VILLAGE	11/01/2020	\$22,336.00
00003953	H9002	ACACIAN APTS	11/01/2020	\$39,081.00
00003954	H4585	ACT EQUITIES, LLC	11/01/2020	\$2,033.00
00003955	H4389	ADRIATIC APTS	11/01/2020	\$942.00
00003956	H3401	AEGEAN APARTMENTS	11/01/2020	\$5,827.00
00003957	H4741	PARVIZ ALAI	11/01/2020	\$4,970.00
00003958	H00033	ALEXANY NGUYEN PROPERTIES, LLC	11/01/2020	\$1,351.00
00003959	H3512	ALFRED P VU & JULIE NG HO, LLC	11/01/2020	\$3,602.00
00003960	H1684	REHANA ALIBULLA	11/01/2020	\$2,002.00
00003961	H4121	ALLARD APARTMENT, LLC	11/01/2020	\$4,946.00
00003962	H3645	LYNN KATHLEEN ALLEN	11/01/2020	\$1,203.00
00003963	H2454	ALTEZA,INC	11/01/2020	\$2,041.00
00003964	H4668	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	11/01/2020	\$1,113.00
00003965	H2489	AMERICAN FAMILY HOUSING	11/01/2020	\$1,138.00
00003966	H2938	ANAHEIM SUNSET PLAZA APTS	11/01/2020	\$6,687.00
00003967	H4371	CHUNG NAN AOU	11/01/2020	\$1,229.00
00003968	H4254	ARBOR VILLAS, LLC	11/01/2020	\$1,359.00
00003969	H00048	JESSIE WONG ARIAS	11/01/2020	\$2,729.00
00003970	H4027	TIMOTEO ARJON	11/01/2020	\$1,278.00
00003971	H4729	ARTESIA BOULEVARD 44, LLC	11/01/2020	\$1,636.00
00003972	H3930	EIDA A ATTIA	11/01/2020	\$1,658.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00003973	H4272	PAUL AUDUONG	11/01/2020	\$799.00
00003974	H4532	AUGUSTA GROUP INVESTMENTS INC	11/01/2020	\$1,423.00
00003975	H2062	AYNEM INVESTMENTS, LP	11/01/2020	\$15,479.00
00003976	H4505	BACH & JASON NGUYEN INVESTMENT LLC	11/01/2020	\$1,395.00
00003977	H4295	BAKER RANCH AFFORDABLE, LP	11/01/2020	\$1,845.00
00003978	H4403	HA BANH	11/01/2020	\$1,411.00
00003979	H2370	BARRY SAYWITZ PROP TWO, LP	11/01/2020	\$6,222.00
00003980	H4777	BDA INVESTMENTS, LLC	11/01/2020	\$1,130.00
00003981	H4797	BEACH CREEK PARTNERS II, LP	11/01/2020	\$1,255.00
00003982	H4735	BEACHWOOD VILLAGE APARTMENTS	11/01/2020	\$1,207.00
00003983	H4368	BEHRENS PROPERTIES, LLC	11/01/2020	\$967.00
00003984	H3168	BELAGE PRESERVATION, LP	11/01/2020	\$2,111.00
00003985	H4463	BERTINA PANG LOH CHANG	11/01/2020	\$560.00
00003986	H3365	JAIME OR MAGALI BERTRAN	11/01/2020	\$1,294.00
00003987	H3115	ANIL BHALANI	11/01/2020	\$1,182.00
00003988	H0645	N C BHATT	11/01/2020	\$4,332.00
00003989	H4746	BMN INVESTMENTS, INC	11/01/2020	\$2,245.00
00003990	H3312	KELLY BORTHWICK	11/01/2020	\$1,249.00
00003991	H3966	ADEL A BOUTROS	11/01/2020	\$1,449.00
00003992	H4331	BOWEN PROPERTY, LLC	11/01/2020	\$1,355.00
00003993	H0231	MAI BOZARJIAN	11/01/2020	\$19,702.00
00003994	H4085	MAI BOZARJIAN	11/01/2020	\$3,739.00
00003995	H4399	BRIAR CREST / ROSE CREST	11/01/2020	\$3,264.00
00003996	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	11/01/2020	\$3,626.00
00003997	H0968	SHARON OR NORMAN BROWN	11/01/2020	\$2,988.00
00003998	H4475	BUENA PARK SUNRISE APTS, LP	11/01/2020	\$1,203.00
00003999	H4088	BACH BUI	11/01/2020	\$1,049.00
00004000	H4656	DANIEL D BUI	11/01/2020	\$1,954.00
00004001	H3590	DUNG BUI	11/01/2020	\$1,000.00
00004002	H3898	KIMBERLY BUI	11/01/2020	\$2,566.00
00004003	H4699	KIMLOAN THI BUI	11/01/2020	\$1,298.00
00004004	H1770	LAI BUI	11/01/2020	\$1,122.00
00004005	H4664	LONG BUI	11/01/2020	\$1,319.00
00004006	H0276	MINH Q BUI	11/01/2020	\$3,879.00
00004007	H3322	MONICA BUI	11/01/2020	\$2,820.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00004008	H1510	NGA HUYNH BUI	11/01/2020	\$1,100.00
00004009	H4215	SON VAN BUI	11/01/2020	\$1,783.00
00004010	H4779	TAM BUI	11/01/2020	\$963.00
00004011	H4760	THINH BUI	11/01/2020	\$2,500.00
00004012	H4108	THUAN BUI	11/01/2020	\$2,420.00
00004013	H4075	TRIET THO-MINH BUI	11/01/2020	\$1,708.00
00004014	H3524	DAVID M BURLEY	11/01/2020	\$1,576.00
00004015	H2916	THU T CAI-NGUYEN	11/01/2020	\$745.00
00004016	H3272	CAMBRIDGE HEIGHTS, LP	11/01/2020	\$1,579.00
00004017	H2159	HUONG B CAO	11/01/2020	\$630.00
00004018	H4457	MYTRANG CAO	11/01/2020	\$893.00
00004019	H2856	PHUOC GIA CAO	11/01/2020	\$1,055.00
00004020	H4524	CASA MADRID	11/01/2020	\$4,531.00
00004021	H4073	CASCADE TERRACE APARTMENTS	11/01/2020	\$4,738.00
00004022	H4689	DAVID G CASCINO	11/01/2020	\$2,171.00
00004023	H3904	KOU LEAN CHAN	11/01/2020	\$909.00
00004024	H4466	TIFFANNIE L CHAN	11/01/2020	\$667.00
00004025	H4135	CHIEN CHAN,MIN OR TRAN	11/01/2020	\$2,440.00
00004026	H1229	EVELYN CHANG	11/01/2020	\$2,876.00
00004027	H9008	SHERRI CHANG	11/01/2020	\$1,938.00
00004028	H3586	WARREN CHANG	11/01/2020	\$801.00
00004029	H1368	CHARLESTON GARDENS, LLC	11/01/2020	\$1,270.00
00004030	H1239	CHATHAM VILLAGE APTS	11/01/2020	\$4,783.00
00004031	H3494	ALICE CHAU	11/01/2020	\$2,505.00
00004032	H4714	KENNY CHAU	11/01/2020	\$1,640.00
00004033	H3757	DENNIS KYINSAN CHEN	11/01/2020	\$5,383.00
00004034	H1362	SHIAO-YUNG CHEN	11/01/2020	\$6,146.00
00004035	H9010	T C CHEN	11/01/2020	\$26,785.00
00004036	H1788	STEPHEN CHEUNG	11/01/2020	\$1,589.00
00004037	H3094	PAUL M CHEY	11/01/2020	\$1,056.00
00004038	H4707	NARITH CHHUM	11/01/2020	\$1,698.00
00004039	H0317	LI-YONG CHIANG	11/01/2020	\$1,653.00
00004040	H0159	DON J G CHONG	11/01/2020	\$4,591.00
00004041	H1946	JOHN CHUN	11/01/2020	\$1,131.00
00004042	H9011	KYU B CHUNG	11/01/2020	\$5,260.00



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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00004043	H4723	CINCO TRAN, LLC	11/01/2020	\$1,435.00
00004044	H4444	CITRUS GROVE, LP	11/01/2020	\$739.00
00004045	H3246	KATHLEEN P CLIFTON	11/01/2020	\$1,292.00
00004046	H4785	CM 2080 NEW, LLC	11/01/2020	\$817.00
00004047	H0776	PONCH CO	11/01/2020	\$1,101.00
00004048	H3137	KATHY D COLACION	11/01/2020	\$2,222.00
00004049	H4337	COMMUNITY GARDENS PARTNERS, LP	11/01/2020	\$5,154.00
00004050	H3359	NORMA S CONCEPCION	11/01/2020	\$1,288.00
00004051	H2193	CONCORD MGMT, LLC	11/01/2020	\$624.00
00004052	H3752	CONNOR PINES, LLC	11/01/2020	\$12,201.00
00004053	H0642	CONTINENTAL GARDENS APTS	11/01/2020	\$12,249.00
00004054	H1134	CONTINENTAL GARDENS APTS	11/01/2020	\$4,394.00
00004055	H4342	CORNER CAPITAL INVESTMENTS	11/01/2020	\$766.00
00004056	H0039	COURTYARD VILLAS	11/01/2020	\$8,388.00
00004057	H4626	CYNTHIA COY, CHRISTINE OR FREEMAN	11/01/2020	\$1,355.00
00004058	H4280	KERILYN CRUZAT	11/01/2020	\$1,131.00
00004059	H4556	CST CAPITAL, LLC	11/01/2020	\$1,546.00
00004060	H4686	CTC INVESTMENT GROUP, INC	11/01/2020	\$484.00
00004061	H0017	KHANH CUNG	11/01/2020	\$3,601.00
00004062	H3376	CURTIS FAMILY TRUST	11/01/2020	\$1,502.00
00004063	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	11/01/2020	\$1,285.00
00004064	H2985	NGHIA HO OR PHAN VE TU DAC	11/01/2020	\$4,231.00
00004065	H4646	HUONG NGOC DAI	11/01/2020	\$1,459.00
00004066	H2100	BINH DINH DAM	11/01/2020	\$1,360.00
00004067	H3947	ANNIE DANG	11/01/2020	\$1,820.00
00004068	H3369	CHINH VAN DANG	11/01/2020	\$612.00
00004069	H4561	MIKE M DANG	11/01/2020	\$2,270.00
00004070	H3065	DAVID DANG	11/01/2020	\$1,026.00
00004071	H4598	THANH-THUY THI DANG	11/01/2020	\$1,029.00
00004072	H1895	JOSEPH N DAO	11/01/2020	\$1,287.00
00004073	H4303	MINH DAO	11/01/2020	\$841.00
00004074	H1245	NELSON NGUYEN DAO	11/01/2020	\$3,989.00
00004075	H1750	TRU DAO	11/01/2020	\$4,223.00
00004076	H2184	TU VAN DAO	11/01/2020	\$727.00
00004077	H9413	TU VAN DAO	11/01/2020	\$1,128.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00004078	H3021	NGOC-THUY DAO	11/01/2020	\$1,266.00
00004079	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	11/01/2020	\$2,479.00
00004080	H4239	RICHARD DAVIS	11/01/2020	\$1,324.00
00004081	H3054	SON OR MICHELLE DAVIS	11/01/2020	\$1,150.00
00004082	H3354	DDA, LLC	11/01/2020	\$1,219.00
00004083	H4607	DE ANZA PLAZA APTS II	11/01/2020	\$2,309.00
00004084	H4071	DEERING II FAMILY, LP	11/01/2020	\$1,032.00
00004085	H3626	CLARA J DEWYER	11/01/2020	\$934.00
00004086	H4583	HOI TUAN DIEP	11/01/2020	\$1,315.00
00004087	H3483	CHINH DINH	11/01/2020	\$1,326.00
00004088	H2147	HANH DINH	11/01/2020	\$2,100.00
00004089	H4223	KATHLEEN DINH	11/01/2020	\$1,600.00
00004090	H4614	KATHY DINH	11/01/2020	\$2,698.00
00004091	H1479	KIM DINH	11/01/2020	\$1,100.00
00004092	H4373	LAN THAI DINH	11/01/2020	\$5,582.00
00004093	H3629	LONG T DINH	11/01/2020	\$3,560.00
00004094	H4372	NHU Y DINH	11/01/2020	\$1,244.00
00004095	H4406	THU V DINH	11/01/2020	\$1,974.00
00004096	H4594	TUAN DINH	11/01/2020	\$1,606.00
00004097	H4619	Y NHA DINH	11/01/2020	\$2,451.00
00004098	H2769	THANH DINH	11/01/2020	\$1,690.00
00004099	H3284	DNK PROPERTY, LLC	11/01/2020	\$14,896.00
00004100	H4498	BRANDON BINH DO	11/01/2020	\$2,205.00
00004101	H4717	BYRON DO	11/01/2020	\$2,536.00
00004102	H4718	DAITRANG DO	11/01/2020	\$2,777.00
00004103	H4418	DOMINIC HAU DO	11/01/2020	\$1,969.00
00004104	H4544	JONATHAN DO	11/01/2020	\$446.00
00004105	H1867	MINH C DO	11/01/2020	\$4,039.00
00004106	H4450	MY-PHUONG DO	11/01/2020	\$1,375.00
00004107	H1674	NANCY DO	11/01/2020	\$1,043.00
00004108	H4802	NGA N DO	11/01/2020	\$2,301.00
00004109	H3593	THUY THI DO	11/01/2020	\$1,083.00
00004110	H3181	TIM DO	11/01/2020	\$996.00
00004111	H3671	TINA DO	11/01/2020	\$1,359.00
00004112	H9016	TINA DO	11/01/2020	\$3,416.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00004113	H3732	XUYEN THI DO	11/01/2020	\$1,105.00
00004114	H0580	HARRY DOAN	11/01/2020	\$666.00
00004115	H4639	HIEP THI DOAN	11/01/2020	\$4,224.00
00004116	H3609	HOAI T DOAN	11/01/2020	\$524.00
00004117	H4808	HUEY G DOAN	11/01/2020	\$3,859.00
00004118	H3999	HUY DOAN	11/01/2020	\$1,787.00
00004119	H4289	HUY DOAN	11/01/2020	\$1,967.00
00004120	H4420	KYLAM DOAN	11/01/2020	\$1,620.00
00004121	H3980	NHA & JOANNE TRANG VU DOAN	11/01/2020	\$1,637.00
00004122	H3855	PHUONGNGA THI DOAN	11/01/2020	\$2,308.00
00004123	H4615	THANH QUE DOAN	11/01/2020	\$1,616.00
00004124	H4228	WILLIAM D DOHANH	11/01/2020	\$2,068.00
00004125	H2424	JERRY DOIDGE	11/01/2020	\$1,363.00
00004126	H3382	DOLCE VITA INVESTMENTS, LLC	11/01/2020	\$2,881.00
00004127	H1744	MINH TRANG DONG	11/01/2020	\$1,063.00
00004128	H2945	DORADO SENIOR APARTMENTS, LP	11/01/2020	\$2,072.00
00004129	H4413	WILLIAM A DOWD III	11/01/2020	\$1,117.00
00004130	H3228	DSN INVESTMENT GROUP, LLC	11/01/2020	\$6,613.00
00004131	H3510	DTP INVESTMENTS, LLC	11/01/2020	\$3,023.00
00004132	H4464	CHRISTINE H DU	11/01/2020	\$1,154.00
00004133	H4229	DUC NGUYEN AND PAULINE NGUYEN, LLC	11/01/2020	\$1,028.00
00004134	H4050	DUCATO GARDENS, LLC	11/01/2020	\$846.00
00004135	H1385	DAVID C DUNN	11/01/2020	\$2,780.00
00004136	H9021	DAVID F DUNNETT	11/01/2020	\$2,647.00
00004137	H3866	HONG MANH DUONG	11/01/2020	\$937.00
00004138	H4313	LOM DUONG	11/01/2020	\$1,373.00
00004139	H1885	MINH B DUONG	11/01/2020	\$5,205.00
00004140	H3688	THAI VAN DUONG	11/01/2020	\$1,447.00
00004141	H3087	CHI THI DUONG	11/01/2020	\$1,926.00
00004142	H2869	HUNG Q DUONG	11/01/2020	\$1,236.00
00004143	H2781	GLADYS DYO	11/01/2020	\$585.00
00004144	H2422	EASTWIND PROPERTIES, LLC	11/01/2020	\$2,606.00
00004145	H4770	EBL, LLC	11/01/2020	\$4,703.00
00004146	H2036	DANIEL T EDLUND	11/01/2020	\$1,465.00
00004147	H9025	GERALD EHLE	11/01/2020	\$1,954.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00004148	H4250	EL PUEBLO APTS	11/01/2020	\$1,501.00
00004149	H4294	EL RAY PARTNERS, LLC	11/01/2020	\$7,605.00
00004150	H4438	ELIAS CAPITAL GROUP, LLC	11/01/2020	\$2,619.00
00004151	H4048	EMERALD COURT APARTMENTS	11/01/2020	\$1,113.00
00004152	H4234	TERRY C ENGEL	11/01/2020	\$995.00
00004153	H3299	EVERGREEN ESTATE EXPANSION, LLC	11/01/2020	\$8,334.00
00004154	H1553	FAIRVIEW MGMT COMPANY	11/01/2020	\$2,498.00
00004155	H5769	BOONE FAN	11/01/2020	\$2,521.00
00004156	H3034	FBC APARTMENTS	11/01/2020	\$780.00
00004157	H4757	FG GOLDENWEST SENIOR APTS, LP	11/01/2020	\$15,115.00
00004158	H1702	FLOYD H FIELDS	11/01/2020	\$1,180.00
00004159	H1689	WENDY FINCH	11/01/2020	\$986.00
00004160	H00049	FIVE POINTS HOUSING LP	11/01/2020	\$2,455.00
00004161	H3329	FOREVERGREEN EXPANSION, LLC	11/01/2020	\$1,463.00
00004162	H2834	FOUNTAIN GLEN AT ANAHEIM HILLS	11/01/2020	\$1,436.00
00004163	H00051	FOUR SEASON 339 LLC	11/01/2020	\$1,165.00
00004164	H7410	FRANCISCAN GARDENS APTS	11/01/2020	\$23,624.00
00004165	H2569	WILLIAM FRECHTMAN	11/01/2020	\$1,221.00
00004166	H4610	FREEDOMPATH PROPERTIES, LLC	11/01/2020	\$1,309.00
00004167	H4281	FREMONT 2225	11/01/2020	\$1,535.00
00004168	H3691	FU CRAIG FA, LLC	11/01/2020	\$4,752.00
00004169	H2215	KARL GANZ	11/01/2020	\$969.00
00004170	H3384	ALBINO GARCIA	11/01/2020	\$2,593.00
00004171	H4412	NORMA OR WILLIAM GARCIA	11/01/2020	\$1,297.00
00004172	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	11/01/2020	\$5,240.00
00004173	H4275	GARDEN GROVE HOUSING ASSOCIATE	11/01/2020	\$2,915.00
00004174	H3130	CAROL GARZA	11/01/2020	\$594.00
00004175	H2029	GEORGIAN APTS	11/01/2020	\$1,107.00
00004176	H4137	AARON & CASSANDRA GERMAIN	11/01/2020	\$1,276.00
00004177	H4037	BRIGITTE GIACALONE	11/01/2020	\$966.00
00004178	H4742	GIERS WELLS PARTNERSHIP	11/01/2020	\$1,973.00
00004179	H3894	GIGI APARTMENTS	11/01/2020	\$1,955.00
00004180	H4046	GLENHAVEN MOBILODGE	11/01/2020	\$618.00
00004181	H4346	HENRY S GOMEZ	11/01/2020	\$1,282.00
00004182	H3072	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	11/01/2020	\$395.00

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00004183	H2737	WILLIAM GREEN	11/01/2020	\$1,199.00
00004184	H3833	GREENFIELDSDIE, LLC	11/01/2020	\$1,976.00
00004185	H3639	GROVE PARK LP	11/01/2020	\$74,365.00
00004186	H9028	JIM GULMESOFF	11/01/2020	\$6,324.00
00004187	H4437	TIMOTHY M GUSTIN	11/01/2020	\$699.00
00004188	H3949	GINA GUYUMJYAN	11/01/2020	\$3,221.00
00004189	H4172	HA OF DEKALB COUNTY	11/01/2020	\$666.96
00004190	H4692	CASIE HA	11/01/2020	\$2,288.00
00004191	H4092	DAC T HA	11/01/2020	\$1,324.00
00004192	H1824	KHIEM Q HA	11/01/2020	\$1,094.00
00004193	H4562	TRAN D HA	11/01/2020	\$3,060.00
00004194	H3735	TRIET M HA	11/01/2020	\$1,136.00
00004195	H4750	YU HAH	11/01/2020	\$1,136.00
00004196	H0550	HALL & ASSOCIATES, INC	11/01/2020	\$4,185.00
00004197	H1969	LINDA HAN	11/01/2020	\$2,081.00
00004198	H5208	CLIFTON & BRENDA HANSON	11/01/2020	\$2,544.00
00004199	H3838	STEVEN HAU	11/01/2020	\$1,801.00
00004200	H2955	HERITAGE PARK	11/01/2020	\$3,806.00
00004201	H0515	HERITAGE VILLAGE ANAHEIM	11/01/2020	\$1,316.00
00004202	H4708	HIGHLAND FINANCE INVESTMENTS CORP	11/01/2020	\$1,393.00
00004203	H0250	SHERRY OR RICHARD HILLIARD	11/01/2020	\$1,521.00
00004204	H3921	HMZ RESIDENTIAL PARK, LP	11/01/2020	\$1,603.00
00004205	H3255	HENRY HOI HO	11/01/2020	\$1,885.00
00004206	H1010	HO, HIEP or DAO, NGOC THUY	11/01/2020	\$5,030.00
00004207	H3941	KEVIN TRIEU HO	11/01/2020	\$2,493.00
00004208	H3653	LIEN KIM HO	11/01/2020	\$1,539.00
00004209	H3781	PAULINE HO	11/01/2020	\$2,414.00
00004210	H4827	PETER HO	11/01/2020	\$1,291.00
00004211	H4103	LAN T HOANG	11/01/2020	\$1,400.00
00004212	H3984	LONG HOANG	11/01/2020	\$1,453.00
00004213	H4783	THINH HOANG	11/01/2020	\$1,850.00
00004214	H4224	TRACY HOANG	11/01/2020	\$1,091.00
00004215	H2354	TRIEU HOANG	11/01/2020	\$1,417.00
00004216	H4542	TUAN HOANG	11/01/2020	\$2,038.00
00004217	H2662	LANG HOANG	11/01/2020	\$1,460.00

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00004218	H2974	NHAN TIEN HOANG	11/01/2020	\$1,155.00
00004219	H3883	ROSEMARY LC HOLTZMAN	11/01/2020	\$888.00
00004220	H1120	SALLY HOPPE	11/01/2020	\$1,233.00
00004221	H2532	LUC HUA	11/01/2020	\$1,448.00
00004222	H3595	HUNTINGTON WESTMINSTER APT, LLC	11/01/2020	\$1,315.00
00004223	H1659	DON HUSS	11/01/2020	\$2,521.00
00004224	H0658	CHEN THI HUYNH	11/01/2020	\$3,752.00
00004225	H3641	FELIX HUYNH	11/01/2020	\$775.00
00004226	H4763	JOANNE HUYNH	11/01/2020	\$1,336.00
00004227	H3509	KELVIN HUYNH	11/01/2020	\$1,199.00
00004228	H4405	LOAN HUYNH	11/01/2020	\$552.00
00004229	H4237	MINH HUY HUYNH	11/01/2020	\$2,278.00
00004230	H4082	MINH T MAI HUYNH	11/01/2020	\$967.00
00004231	H4271	PHILIP HUYNH	11/01/2020	\$586.00
00004232	H1574	SALLY B HUYNH	11/01/2020	\$1,351.00
00004233	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	11/01/2020	\$1,094.00
00004234	H4747	THAI C HUYNH	11/01/2020	\$2,417.00
00004235	H3117	LONG BAO HUYNH	11/01/2020	\$1,314.00
00004236	H1262	CM HWANG	11/01/2020	\$1,346.00
00004237	H4666	TUE T HWINN	11/01/2020	\$1,148.00
00004238	H3848	IMPERIAL NORTH HOLDINGS, LLC	11/01/2020	\$4,238.00
00004239	H3644	IMPERIAL NORTHWEST HOLDINGS	11/01/2020	\$4,129.00
00004240	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	11/01/2020	\$1,211.00
00004241	H4350	J & E ESTATES, LLC	11/01/2020	\$1,931.00
00004242	H3402	JERRY JANESKI	11/01/2020	\$1,226.00
00004243	H4427	JD PROPERTY MANAGEMENT, INC	11/01/2020	\$2,175.00
00004244	H4716	NARIYA JEAN	11/01/2020	\$1,989.00
00004245	H00031	JEFFERSON HB, LLC	11/01/2020	\$972.00
00004246	H3040	JENSEN SOMMERVILLE CONZELMAN	11/01/2020	\$1,699.00
00004247	H3165	JG & B CORPORATION	11/01/2020	\$6,012.00
00004248	H3266	JGK GARDEN GROVE, LP	11/01/2020	\$28,581.00
00004249	H2936	JGKALLINS INVESTMENTS, LP	11/01/2020	\$1,300.00
00004250	H2530	NATHAN D JOHNSON	11/01/2020	\$2,504.00
00004251	H4363	JTK & ASSOCIATES	11/01/2020	\$1,352.00
00004252	H4557	JTM BAYOU, LLC	11/01/2020	\$702.00

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00004253	H9029	LIN J JU	11/01/2020	\$2,203.00
00004254	H2595	FRED JU	11/01/2020	\$1,076.00
00004255	H4042	JUNG SUN NOH	11/01/2020	\$6,645.00
00004256	H4077	JUNG SUN NOH	11/01/2020	\$827.00
00004257	H4078	JUNG SUN NOH	11/01/2020	\$1,351.00
00004258	H4467	KAID MALINDA INVESTMENT INC	11/01/2020	\$2,238.00
00004259	H4482	JAIDEEP KAMAT	11/01/2020	\$1,543.00
00004260	H4758	JUN-WEI KAO	11/01/2020	\$1,134.00
00004261	H3320	KASHI TRUST	11/01/2020	\$11,523.00
00004262	H4767	KATELLA FAMILY HOUSING PARTNER	11/01/2020	\$1,476.00
00004263	H3771	KATELLA MOBILE HOME ESTATES	11/01/2020	\$744.00
00004264	H3385	KAY VEE, LLC	11/01/2020	\$1,121.00
00004265	H3721	KCM INVESTMENTS, LLC	11/01/2020	\$2,226.00
00004266	H4696	KD RENT	11/01/2020	\$1,752.00
00004267	H1018	LU-YONG KEH	11/01/2020	\$4,918.00
00004268	H4374	KEITH AND HOLLY CORPORATION	11/01/2020	\$853.00
00004269	H9030	ROBERT KELLEY	11/01/2020	\$4,022.00
00004270	H3113	KENSINGTON GARDENS	11/01/2020	\$883.00
00004271	H1535	DAN VAN KHA	11/01/2020	\$2,441.00
00004272	H2423	CAM MY KHA	11/01/2020	\$1,753.00
00004273	H2624	SETH S KHEANG	11/01/2020	\$2,311.00
00004274	H3727	HENRY THAI KHUU	11/01/2020	\$1,374.00
00004275	H0890	DAVID S KIM	11/01/2020	\$801.00
00004276	H4527	MELVIN LEE KIM	11/01/2020	\$1,052.00
00004277	H9033	SON H KIM	11/01/2020	\$4,719.00
00004278	H9031	HARRY H KIM	11/01/2020	\$1,351.00
00004279	H9001	KING COUNTY HOUSING AUTHORITY	11/01/2020	\$2,643.78
00004280	H1797	KING INVESTMENT GROUP, INC	11/01/2020	\$3,571.00
00004281	H3591	BERNARD KING	11/01/2020	\$1,284.00
00004282	H3567	KENT M KITSELMAN	11/01/2020	\$1,388.00
00004283	H2960	MARILYN KLUNK	11/01/2020	\$3,962.00
00004284	H2460	KNK PROPERTIES	11/01/2020	\$7,640.00
00004285	H4510	KPKK, LLC	11/01/2020	\$1,263.00
00004286	H0082	EDWARD KUO	11/01/2020	\$492.00
00004287	H1193	EDWARD KUO	11/01/2020	\$785.00

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00004288	H4804	SATOKO KURATA	11/01/2020	\$1,119.00
00004289	H4609	JOAQUIN KURZ	11/01/2020	\$4,707.00
00004290	H4737	TUYET B LA	11/01/2020	\$2,117.00
00004291	H4712	LADERA WNG II, LLC	11/01/2020	\$2,539.00
00004292	H3611	LAGUNA HILLS TRAVELODGE, LLC	11/01/2020	\$35,401.00
00004293	H3793	LAGUNA STREET APARTMENTS, LLC	11/01/2020	\$1,984.00
00004294	H2636	LAKESIDE ASSOCIATION	11/01/2020	\$3,472.00
00004295	H4253	JULIE LALLY	11/01/2020	\$1,435.00
00004296	H4526	STEVE LALLY	11/01/2020	\$1,332.00
00004297	H3552	ANDRE LAM	11/01/2020	\$1,586.00
00004298	H00028	ANH LAN LAM	11/01/2020	\$1,200.00
00004299	H3711	CAM THI T LAM	11/01/2020	\$1,131.00
00004300	H1224	CHAU LAM	11/01/2020	\$6,472.00
00004301	H2396	HAI LAM	11/01/2020	\$5,443.00
00004302	H4631	HUNG LAM	11/01/2020	\$2,144.00
00004303	H4563	QUOC D LAM	11/01/2020	\$1,892.00
00004304	H00042	STEVEN LAM	11/01/2020	\$1,234.00
00004305	H2168	THONG KIM LAM	11/01/2020	\$2,819.00
00004306	H3400	TONY LAM	11/01/2020	\$1,392.00
00004307	H2873	MAI LAM	11/01/2020	\$1,156.00
00004308	H4752	THUY T LAM	11/01/2020	\$989.00
00004309	H4454	LAMPLIGHTER VILLAGE APTS	11/01/2020	\$12,613.00
00004310	H4745	LAMPSON EP, LLC	11/01/2020	\$2,240.00
00004311	H4504	LAMY OANH, LLC	11/01/2020	\$6,072.00
00004312	H4663	LAS PALMAS APTS	11/01/2020	\$1,748.00
00004313	H4402	STEPHEN LAU	11/01/2020	\$2,739.00
00004314	H3945	JOHN LAZENBY	11/01/2020	\$2,671.00
00004315	H4471	LE MORNINGSIDE, LLC	11/01/2020	\$2,811.00
00004316	H4754	ANH LE	11/01/2020	\$2,681.00
00004317	H4421	BILL BQ LE	11/01/2020	\$1,407.00
00004318	H4634	DANIEL LE	11/01/2020	\$1,338.00
00004319	H3748	HIEN QUANG LE	11/01/2020	\$1,569.00
00004320	H4133	HIEP THI LE	11/01/2020	\$2,464.00
00004321	H4134	HUNG LE	11/01/2020	\$691.00
00004322	H1258	JIMMY T LE	11/01/2020	\$1,887.00



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00004323	H4555	JOHN LE	11/01/2020	\$2,454.00
00004324	H4142	JOHN TOAN LE	11/01/2020	\$2,793.00
00004325	H4480	KIM CHI THI LE	11/01/2020	\$1,151.00
00004326	H4462	LAN V LE	11/01/2020	\$1,646.00
00004327	H4319	LANH C LE	11/01/2020	\$1,647.00
00004328	H3542	LANH VAN LE	11/01/2020	\$1,256.00
00004329	H3796	LY PHUONG LE	11/01/2020	\$1,261.00
00004330	H3623	MICHAEL LE	11/01/2020	\$2,335.00
00004331	H3725	MY LE	11/01/2020	\$523.00
00004332	H0918	NANCY NGAT THI LE	11/01/2020	\$3,217.00
00004333	H3416	NGA LE	11/01/2020	\$1,809.00
00004334	H3687	NGUYEN NHU LE	11/01/2020	\$1,007.00
00004335	H2950	PHU THI NOC LE	11/01/2020	\$811.00
00004336	H4217	PHUONG L LE	11/01/2020	\$602.00
00004337	H4428	RICHARD TUANANH LE	11/01/2020	\$1,201.00
00004338	H0948	STEPHANIE THU LE	11/01/2020	\$3,939.00
00004339	H3661	THANH TIEN LE	11/01/2020	\$1,300.00
00004340	H0717	TINA M LE	11/01/2020	\$1,154.00
00004341	H4695	VANESSA LE	11/01/2020	\$1,789.00
00004342	H4502	VICTOR LE	11/01/2020	\$1,746.00
00004343	H2548	XAN NGOC LE	11/01/2020	\$1,043.00
00004344	H3447	MONIQUE LEDUC	11/01/2020	\$1,289.00
00004345	H3946	DAVID OR TRINH LEE	11/01/2020	\$1,264.00
00004346	H4547	LEMON GROVE, LP	11/01/2020	\$1,427.00
00004347	H1602	ROGER LEUNG	11/01/2020	\$1,665.00
00004348	H4002	SOL M LI	11/01/2020	\$1,828.00
00004349	H1533	DAVID LIN	11/01/2020	\$2,484.00
00004350	H1616	EEL-YU LIN	11/01/2020	\$854.00
00004351	H4344	LINCOLN VILLAS APT HOMES, LLC	11/01/2020	\$9,810.00
00004352	H4592	LINCOLN WOODS APARTMENTS	11/01/2020	\$2,487.00
00004353	H1960	KATHERINE LITTON	11/01/2020	\$1,486.00
00004354	H2080	LLE, LLC	11/01/2020	\$972.00
00004355	H3888	TROY LONG, TU-ANH & DUONG	11/01/2020	\$770.00
00004356	H3311	CINDY W LOUIE	11/01/2020	\$1,882.00
00004357	H2120	QUYNH THUY LU	11/01/2020	\$2,644.00

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00004358	H1424	KHANH LUONG	11/01/2020	\$1,345.00
00004359	H4603	LONG DUC LUONG	11/01/2020	\$901.00
00004360	H4157	TRA THI-PHUONG LUONG	11/01/2020	\$2,126.00
00004361	H4572	ALLEN LUU	11/01/2020	\$1,268.00
00004362	H4491	TUAN V LUU	11/01/2020	\$1,360.00
00004363	H3696	XUYEN LUU	11/01/2020	\$1,513.00
00004364	H4669	ANDY LY	11/01/2020	\$2,136.00
00004365	H3717	DUC T LY	11/01/2020	\$909.00
00004366	H1613	MING LY	11/01/2020	\$1,600.00
00004367	H3754	TAN Q LY	11/01/2020	\$880.00
00004368	H3562	THANH LY	11/01/2020	\$1,588.00
00004369	H3390	TRANH LY	11/01/2020	\$4,830.00
00004370	H4154	TUYEN X LY	11/01/2020	\$2,394.00
00004371	H6070	MADJE-STAMPER PATRICIA A MADJE	11/01/2020	\$6,782.00
00004372	H3201	ANN N MAI	11/01/2020	\$2,520.00
00004373	H3996	FRANK MAI	11/01/2020	\$1,736.00
00004374	H4308	JENNIE THUY MAI	11/01/2020	\$2,433.00
00004375	H1499	LINDA MAI	11/01/2020	\$1,360.00
00004376	H2451	CHUCK MAI	11/01/2020	\$2,094.00
00004377	H4298	JAIMIE MAI-NGO	11/01/2020	\$1,266.00
00004378	H4539	KONSTANTINOS P MANDAS	11/01/2020	\$4,357.00
00004379	H4796	HARALAMBOS & GEORGIA MANTAS	11/01/2020	\$1,976.00
00004380	H4818	LLOYD MANTONG	11/01/2020	\$355.00
00004381	H6865	MARIPOSA PROPERTIES	11/01/2020	\$1,160.00
00004382	H4816	MATTAR REAL ESTATE INVESTMENT	11/01/2020	\$907.00
00004383	H7370	LEOPOLD MAYER	11/01/2020	\$2,498.00
00004384	H2135	JOHN MC GOFF	11/01/2020	\$1,020.00
00004385	H2842	GRACE OR GERALD MCGRATH	11/01/2020	\$312.00
00004386	H8490	GRACE OR GERALD MCGRATH	11/01/2020	\$2,364.00
00004387	H4793	MEAGHER FAMILY BYPASS TRUST	11/01/2020	\$776.00
00004388	H4794	ELAINE MEAGHER	11/01/2020	\$1,091.00
00004389	H1653	MANH MEAK	11/01/2020	\$1,201.00
00004390	H4435	JAGDISH P MEHTA	11/01/2020	\$2,544.00
00004391	H4199	MERCY HOUSING CA XXVIII, LP	11/01/2020	\$751.00
00004392	H4404	MAURICE F MEYSENBURG	11/01/2020	\$1,138.00

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00004393	H3563	MIDWAY CAPITAL PARTNERS	11/01/2020	\$1,159.00
00004394	H2638	MIKE & KATHY LEE, LP	11/01/2020	\$2,873.00
00004395	H4568	ROSEMARY MILLER	11/01/2020	\$1,446.00
00004396	H4814	MITTAL LEGACY, LP	11/01/2020	\$1,469.00
00004397	H3256	MONARCH POINTE	11/01/2020	\$1,232.00
00004398	H3534	ANTHONY MONTEBELLO	11/01/2020	\$1,352.00
00004399	H2976	MONTECITO VISTA APT HOMES	11/01/2020	\$1,290.00
00004400	H4658	BACH MORALES	11/01/2020	\$2,395.00
00004401	H4715	MORNINGSIDE APTS, LLC	11/01/2020	\$7,668.00
00004402	H4812	UDAYA CHAITHANYA MOTHE	11/01/2020	\$1,457.00
00004403	H3798	N & V DEVELOPMENT, LLC	11/01/2020	\$7,408.00
00004404	H2491	N&V DEVELOPMENT, LLC	11/01/2020	\$10,247.00
00004405	H2034	ABRAM B NACHAM	11/01/2020	\$1,085.00
00004406	H2622	PATRICK NAMSINH	11/01/2020	\$1,740.00
00004407	H4799	NAPO OF CALIFORNIA, LLC	11/01/2020	\$1,319.00
00004408	H3834	NEW HORIZONVIEW, LLC	11/01/2020	\$1,338.00
00004409	H3865	NEW KENYON APARTMENTS, LLC	11/01/2020	\$1,050.00
00004410	H3973	NEW TCNY, LLC RETIREMENT PLAN & TRUST	11/01/2020	\$1,227.00
00004411	H4029	NEWPORT ESTATE EXPANSION, LLC	11/01/2020	\$1,405.00
00004412	H2745	DALE XUAN NGHIEM	11/01/2020	\$1,100.00
00004413	H3956	DANIEL NGHIEM	11/01/2020	\$21,535.00
00004414	H1921	DAVID NGO	11/01/2020	\$1,466.00
00004415	H4751	DUNG T NGO	11/01/2020	\$1,572.00
00004416	H3630	HONG DIEP LE NGO	11/01/2020	\$938.00
00004417	H0314	LOC T NGO	11/01/2020	\$802.00
00004418	H4550	TAMMY NGO	11/01/2020	\$1,090.00
00004419	H4691	AN MANH NGUYEN	11/01/2020	\$1,682.00
00004420	H4719	ANA-KARINA A NGUYEN	11/01/2020	\$1,237.00
00004421	H4645	ANDREA NGUYEN	11/01/2020	\$1,363.00
00004422	H3734	ANDREW Q NGUYEN	11/01/2020	\$1,929.00
00004423	H4401	ANH NGUYEN	11/01/2020	\$1,293.00
00004424	H1938	ANH-DAO NGUYEN	11/01/2020	\$1,069.00
00004425	H3749	ANTHONY NGUYEN	11/01/2020	\$1,278.00
00004426	H1457	BINH NGOC NGUYEN	11/01/2020	\$2,621.00
00004427	H1430	BINH QUOC NGUYEN	11/01/2020	\$2,958.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00004428	H3958	BRIAN BAO-KHA NGUYEN	11/01/2020	\$2,518.00
00004429	H4297	CALVIN H NGUYEN	11/01/2020	\$1,733.00
00004430	H3248	CHARLIE NGUYEN	11/01/2020	\$1,416.00
00004431	H4511	CHRISTINE NGUYEN	11/01/2020	\$1,118.00
00004432	H2274	CHRISTOPHER NGUYEN	11/01/2020	\$1,692.00
00004433	H3777	CHUONG NGUYEN	11/01/2020	\$1,255.00
00004434	H9043	CUONG NGUYEN	11/01/2020	\$2,275.00
00004435	H4641	DAN NGUYEN	11/01/2020	\$1,153.00
00004436	H4569	DAT NGUYEN	11/01/2020	\$1,607.00
00004437	H4015	LOAN T NGUYEN, DAVID / HA	11/01/2020	\$1,596.00
00004438	H4565	RICHARD NGUYEN, DEBBY & TRAN	11/01/2020	\$1,512.00
00004439	H1881	DIEM-THUY NGUYEN	11/01/2020	\$1,584.00
00004440	H4558	DONG NGUYEN	11/01/2020	\$1,363.00
00004441	H4679	DUNG KIM NGUYEN	11/01/2020	\$1,809.00
00004442	H3872	DUONG NGUYEN	11/01/2020	\$1,691.00
00004443	H1143	DZUNG DAN NGUYEN	11/01/2020	\$2,602.00
00004444	H2551	ERIC NGUYEN	11/01/2020	\$1,610.00
00004445	H4621	HANG NGUYEN	11/01/2020	\$1,946.00
00004446	H3953	HANH V NGUYEN	11/01/2020	\$1,825.00
00004447	H3370	HAO & HUONG T NGUYEN	11/01/2020	\$850.00
00004448	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	11/01/2020	\$5,279.00
00004449	H4514	HOAN VAN NGUYEN	11/01/2020	\$1,044.00
00004450	H4460	HUAN NGOC NGUYEN	11/01/2020	\$1,224.00
00004451	H4479	HUE THI NGUYEN	11/01/2020	\$1,226.00
00004452	H3276	HUNG NGUYEN	11/01/2020	\$1,161.00
00004453	H4235	HUNG X NGUYEN	11/01/2020	\$1,607.00
00004454	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	11/01/2020	\$1,398.00
00004455	H00039	JANET NGUYEN	11/01/2020	\$2,738.00
00004456	H3242	JEANNIE NGUYEN	11/01/2020	\$1,432.00
00004457	H3241	JULIE NGUYEN	11/01/2020	\$1,341.00
00004458	H4638	JULIE MAI NGUYEN	11/01/2020	\$1,075.00
00004459	H4697	KEVIN NGUYEN	11/01/2020	\$2,156.00
00004460	H4285	KHAI HUE NGUYEN	11/01/2020	\$2,726.00
00004461	H3497	KHANH DANG NGUYEN	11/01/2020	\$1,112.00
00004462	H4419	KHOI NGUYEN	11/01/2020	\$1,600.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00004463	H3149	KIEN NGUYEN	11/01/2020	\$4,563.00
00004464	H4652	KIEN THI NGUYEN	11/01/2020	\$1,430.00
00004465	H3919	KIMCHI THI NGUYEN	11/01/2020	\$346.00
00004466	H4713	LAN HUONG NGUYEN	11/01/2020	\$1,745.00
00004467	H4195	LANIE NGUYEN	11/01/2020	\$3,195.00
00004468	H4700	LE B NGUYEN	11/01/2020	\$1,675.00
00004469	H1687	LINDA NGUYEN	11/01/2020	\$2,698.00
00004470	H4079	LINDA LIEN NGUYEN	11/01/2020	\$1,637.00
00004471	H2331	LONG HUYEN DAC NGUYEN	11/01/2020	\$5,417.00
00004472	H4478	LUONG NGUYEN	11/01/2020	\$1,392.00
00004473	H1380	LYNDA NGUYEN	11/01/2020	\$1,321.00
00004474	H3183	MAI H NGUYEN	11/01/2020	\$2,011.00
00004475	H2391	MAN M NGUYEN	11/01/2020	\$1,339.00
00004476	H3526	MICHAEL THANG NGUYEN	11/01/2020	\$2,108.00
00004477	H4738	MINH NGUYEN	11/01/2020	\$1,452.00
00004478	H4782	MY CHAU NGUYEN	11/01/2020	\$1,345.00
00004479	H00040	MY DUNG THI NGUYEN	11/01/2020	\$1,914.00
00004480	H3613	MY THI NGUYEN	11/01/2020	\$1,049.00
00004481	H0907	MYLY NGUYEN	11/01/2020	\$1,500.00
00004482	H3170	MYRA D NGUYEN	11/01/2020	\$2,914.00
00004483	H1717	NANCY NGUYEN	11/01/2020	\$6,169.00
00004484	H3713	NANCY NGUYEN	11/01/2020	\$1,179.00
00004485	H1899	NGHI NGUYEN	11/01/2020	\$2,317.00
00004486	H1298	NGHIA NGUYEN	11/01/2020	\$1,319.00
00004487	H4744	NGOC NGUYEN	11/01/2020	\$1,709.00
00004488	H4469	OSCAR THUAN NGUYEN	11/01/2020	\$2,292.00
00004489	H4423	PETER NGUYEN	11/01/2020	\$3,838.00
00004490	H4414	PHONG NGUYEN	11/01/2020	\$1,334.00
00004491	H4711	PHONG NGUYEN	11/01/2020	\$1,948.00
00004492	H2197	PHUONG MY THI NGUYEN	11/01/2020	\$9,923.00
00004493	H4439	QUAN NGUYEN	11/01/2020	\$1,197.00
00004494	H3853	QUANG M NGUYEN	11/01/2020	\$161.00
00004495	H4680	SHAWN B NGUYEN	11/01/2020	\$1,881.00
00004496	H4559	SKY NGUYEN	11/01/2020	\$2,464.00
00004497	H3185	SON DINH NGUYEN	11/01/2020	\$1,170.00

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00004498	H4118	STEVE NGUYEN	11/01/2020	\$1,267.00
00004499	H3425	STEVEN NGUYEN	11/01/2020	\$1,044.00
00004500	H4670	STEVEN NGUYEN	11/01/2020	\$1,892.00
00004501	H4340	STEVENS NGUYEN	11/01/2020	\$1,797.00
00004502	H3317	TAM N NGUYEN	11/01/2020	\$1,395.00
00004503	H4774	TAN QUOC VIET NGUYEN	11/01/2020	\$2,442.00
00004504	H3373	THAI DUC NGUYEN	11/01/2020	\$1,940.00
00004505	H4586	THANG XUAN NGUYEN	11/01/2020	\$964.00
00004506	H3978	THANH-LE NGUYEN	11/01/2020	\$2,007.00
00004507	H3313	THANH-NHAN NGUYEN	11/01/2020	\$304.00
00004508	H3755	THINH QUOC NGUYEN	11/01/2020	\$1,315.00
00004509	H4749	THOMAS NGUYEN	11/01/2020	\$2,455.00
00004510	H4734	THU-DUNG TRAN NGUYEN	11/01/2020	\$1,900.00
00004511	H1302	THUY NGUYEN	11/01/2020	\$1,424.00
00004512	H3882	THUY NGUYEN	11/01/2020	\$1,851.00
00004513	H4772	THUY NGUYEN	11/01/2020	\$2,277.00
00004514	H3331	THUYHUONG THI NGUYEN	11/01/2020	\$1,278.00
00004515	H9045	TIEP NGUYEN	11/01/2020	\$1,896.00
00004516	H00046	TIM NGUYEN	11/01/2020	\$1,730.00
00004517	H2473	TIMMY NGUYEN	11/01/2020	\$2,958.00
00004518	H4349	TRACY TRUC NGUYEN	11/01/2020	\$898.00
00004519	H4805	TRAM ANH NGUYEN	11/01/2020	\$1,372.00
00004520	H4636	TRANG NGUYEN	11/01/2020	\$1,864.00
00004521	H3469	TUAN HOANG NGUYEN	11/01/2020	\$1,695.00
00004522	H4243	TUAN NGOC NGUYEN	11/01/2020	\$1,927.00
00004523	H3737	TUNG QUOC NGUYEN	11/01/2020	\$2,247.00
00004524	H4069	TUNG XUAN NGUYEN	11/01/2020	\$1,348.00
00004525	H4677	TUONG LAN DAI NGUYEN	11/01/2020	\$1,886.00
00004526	H4643	TUYET MAI NGUYEN	11/01/2020	\$1,238.00
00004527	H1937	TUYET TRINH NGUYEN	11/01/2020	\$1,506.00
00004528	H4166	TUYET TRINH NGUYEN	11/01/2020	\$1,156.00
00004529	H4766	UYEN NGUYEN	11/01/2020	\$1,688.00
00004530	H3655	VAN HUY NGUYEN	11/01/2020	\$1,842.00
00004531	H3852	SOAN P NGUYEN, VANANH & DO	11/01/2020	\$2,022.00
00004532	H4570	VIVIAN NGUYEN	11/01/2020	\$1,339.00

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00004533	H4755	NGUYEN, VY & THI	11/01/2020	\$1,783.00
00004534	H2501	CANG NGUYEN	11/01/2020	\$1,182.00
00004535	H2550	CUONG CHI NGUYEN	11/01/2020	\$4,615.00
00004536	H2337	DUNG VAN NGUYEN	11/01/2020	\$1,117.00
00004537	H3012	HAN NGUYEN	11/01/2020	\$1,026.00
00004538	H1766	HUNG C NGUYEN	11/01/2020	\$1,711.00
00004539	H3061	HUY NGUYEN	11/01/2020	\$2,108.00
00004540	H3096	HUYEN TT NGUYEN	11/01/2020	\$4,311.00
00004541	H2956	JAMES NGUYEN	11/01/2020	\$1,180.00
00004542	H1552	LAN PHUONG THI NGUYEN	11/01/2020	\$2,241.00
00004543	H2409	LAN-NGOC NGUYEN	11/01/2020	\$1,362.00
00004544	H3086	LANI LAN T NGUYEN	11/01/2020	\$1,137.00
00004545	H2812	MINH NGOC NGUYEN	11/01/2020	\$1,453.00
00004546	H2879	PAULINE KIMPHUNG NGUYEN	11/01/2020	\$3,555.00
00004547	H2511	PERRY NGUYEN	11/01/2020	\$1,126.00
00004548	H2637	THANH NGUYEN	11/01/2020	\$3,436.00
00004549	H2610	THANH-TUYEN NGUYEN	11/01/2020	\$2,223.00
00004550	H2479	THINH THI NGUYEN	11/01/2020	\$7,042.00
00004551	H2561	TIFFANY NGUYEN	11/01/2020	\$2,966.00
00004552	H2885	TIM NGUYEN	11/01/2020	\$1,516.00
00004553	H3070	WIN NGUYEN	11/01/2020	\$1,557.00
00004554	H2912	XUAN YEN NGUYEN	11/01/2020	\$1,142.00
00004555	H3366	PHIYEN TERESA NGUYEN-LAM	11/01/2020	\$1,510.00
00004556	H3802	DIANA NGUYEN-THIEN-NH	11/01/2020	\$2,534.00
00004557	H4725	NIGUEL EQUITY PARTNERS, LLC	11/01/2020	\$1,474.00
00004558	H2681	NNT PROPERTIES, LLC	11/01/2020	\$1,816.00
00004559	H00029	NOGAL FELIZ APARTMENTS	11/01/2020	\$1,035.00
00004560	H3952	NORMANDY APARTMENTS, LLC	11/01/2020	\$992.00
00004561	H1141	OLIVEWOOD APTS	11/01/2020	\$1,222.00
00004562	H3822	MARIEL J OLSEN	11/01/2020	\$1,253.00
00004563	H00030	OLYMPIA CAPITAL CORPORATION	11/01/2020	\$1,328.00
00004564	H4597	JOHN OMDAHL	11/01/2020	\$813.00
00004565	H9048	ORANGE COUNTY COMMUNITY HOUSING CORP	11/01/2020	\$29,281.00
00004566	H1622	ORANGE TREE APTS	11/01/2020	\$14,349.00
00004567	H4761	ORRWAY APTS HOMES, LLC	11/01/2020	\$1,472.00

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00004568	H2516	SUIKO OZAKI	11/01/2020	\$1,349.00
00004569	H4495	P & J PROPERTY MANAGEMENT	11/01/2020	\$2,668.00
00004570	H1776	BRADRAKUMAR L PAHU	11/01/2020	\$2,466.00
00004571	H4577	PALM COURT APARTMENTS	11/01/2020	\$1,426.00
00004572	H1328	PALM ISLAND	11/01/2020	\$12,230.00
00004573	H4335	PALM VISTA APTS - RENTAL OFFICE -	11/01/2020	\$1,113.00
00004574	H4477	PARISIAN APARTMENTS, LP	11/01/2020	\$1,243.00
00004575	H4487	PARK LANDING APARTMENTS	11/01/2020	\$1,286.00
00004576	H0254	PARK PLACE APTS LLP	11/01/2020	\$5,913.00
00004577	H4307	JIN PARK	11/01/2020	\$1,500.00
00004578	H8794	PATEL DILIP M	11/01/2020	\$4,213.00
00004579	H3249	SMITA DIPAK PATEL	11/01/2020	\$1,176.00
00004580	H3111	PELICAN INVESTMENTS #6, LLC	11/01/2020	\$3,058.00
00004581	H4370	PELICAN INVESTMENTS #8, LLC	11/01/2020	\$1,707.00
00004582	H3544	PELICAN INVESTMENTS, LLC	11/01/2020	\$671.00
00004583	H3386	PETITE ELISE, LLC	11/01/2020	\$1,738.00
00004584	H4176	BINH Q PHAM	11/01/2020	\$1,517.00
00004585	H4210	CAROLINE PHAM	11/01/2020	\$2,944.00
00004586	H3408	CHIEN DINH PHAM	11/01/2020	\$1,154.00
00004587	H4743	CHINH VAN PHAM	11/01/2020	\$1,639.00
00004588	H1651	DAVID DUNG PHAM	11/01/2020	\$2,060.00
00004589	H9709	DAVID LINH PHAM	11/01/2020	\$2,051.00
00004590	H4398	DUNG TIEN PHAM	11/01/2020	\$1,440.00
00004591	H3912	HIEU PHAM	11/01/2020	\$1,877.00
00004592	H1080	HOANG PHAM	11/01/2020	\$4,040.00
00004593	H2305	KHANG PHAM	11/01/2020	\$992.00
00004594	H1971	KHANH CONG PHAM	11/01/2020	\$1,762.00
00004595	H1117	LUCY PHAM, KIM ANH OR PHAM	11/01/2020	\$3,534.00
00004596	H0788	LAN VAN PHAM	11/01/2020	\$2,870.00
00004597	H4095	LIEN PHAM	11/01/2020	\$1,297.00
00004598	H2243	MINH VAN PHAM	11/01/2020	\$1,627.00
00004599	H4033	NGHIA PHAM	11/01/2020	\$1,474.00
00004600	H4724	NHAC T PHAM	11/01/2020	\$1,642.00
00004601	H4683	PAULINE TRAM PHAM	11/01/2020	\$1,558.00
00004602	H3773	PHUONG T PHAM	11/01/2020	\$1,281.00



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00004603	H4501	QUYNH GIAO PHAM	11/01/2020	\$2,663.00
00004604	H3786	QUYNH-ANH HOANG PHAM	11/01/2020	\$1,737.00
00004605	H4213	SON THAI PHAM	11/01/2020	\$2,266.00
00004606	H3302	THANH QUOC PHAM	11/01/2020	\$3,518.00
00004607	H2255	TIM PHAM	11/01/2020	\$2,942.00
00004608	H4651	TRANG PHAM	11/01/2020	\$2,290.00
00004609	H2065	TRI PHAM	11/01/2020	\$2,140.00
00004610	H4593	TRUONG TAI PHAM	11/01/2020	\$2,339.00
00004611	H4105	TUAN A PHAM	11/01/2020	\$1,208.00
00004612	H4537	TUAN A PHAM	11/01/2020	\$945.00
00004613	H3880	VAN LOAN THI PHAM	11/01/2020	\$981.00
00004614	H4503	VERONIQUE PHAM	11/01/2020	\$1,470.00
00004615	H3967	VU PHAM	11/01/2020	\$912.00
00004616	H2328	XUANNHA T PHAM	11/01/2020	\$1,092.00
00004617	H0595	HAI MINH PHAM	11/01/2020	\$8,985.00
00004618	H1932	HELEN PHAM	11/01/2020	\$1,025.00
00004619	H0651	QUANG PHAM	11/01/2020	\$1,467.00
00004620	H4685	KATHY PHAN	11/01/2020	\$2,382.00
00004621	H4188	OANH PHAN	11/01/2020	\$3,441.00
00004622	H4781	STEVEN PHAN	11/01/2020	\$1,436.00
00004623	H4408	TAMMY PHAN	11/01/2020	\$1,537.00
00004624	H3820	THANH T PHAN	11/01/2020	\$518.00
00004625	H4768	TRUNG QUANG PHAN	11/01/2020	\$2,121.00
00004626	H3257	DON PHAN	11/01/2020	\$1,291.00
00004627	H1101	TOAN CONG PHAN	11/01/2020	\$1,189.00
00004628	H3698	ART S PHARN	11/01/2020	\$2,280.00
00004629	H4701	ANH PHI	11/01/2020	\$2,446.00
00004630	H2863	PINE TREE PROPERTY, LLC	11/01/2020	\$1,016.00
00004631	H3464	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	11/01/2020	\$1,506.00
00004632	H3505	PJP PROPERTIES, LLC	11/01/2020	\$1,405.00
00004633	H1493	PLAZA PATRIA COURT LTD	11/01/2020	\$1,125.00
00004634	H4214	PLYMOUTH HRA	11/01/2020	\$494.05
00004635	H3769	PNB GREEN EXPANSION MGMT, LLC	11/01/2020	\$2,883.00
00004636	H4384	SAILESH POKAL	11/01/2020	\$1,072.00
00004637	H4795	POST STERLING COURT, LP	11/01/2020	\$1,117.00

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00004638	H0182	LEO OR DEBORAH POWELL	11/01/2020	\$2,233.00
00004639	H3668	PRINCE NEW HORIZON VILLAGE	11/01/2020	\$5,001.00
00004640	H1967	RONNIE PUGH	11/01/2020	\$868.00
00004641	H2078	JAMIE QUACH	11/01/2020	\$1,062.00
00004642	H4306	SAN T QUACH	11/01/2020	\$1,286.00
00004643	H3994	DERRICK WILLIAM QUAN	11/01/2020	\$1,653.00
00004644	H4357	VAN-LAN QUAN	11/01/2020	\$2,740.00
00004645	H1448	GARY L QUINN	11/01/2020	\$817.00
00004646	H2458	D M RATANJEE	11/01/2020	\$1,021.00
00004647	H0978	RAVART PACIFIC, LP	11/01/2020	\$1,009.00
00004648	H3808	RAVENWOOD PROPERTIES, LLC	11/01/2020	\$1,347.00
00004649	H4801	RBJ INVESTMENTS CORP	11/01/2020	\$1,153.00
00004650	H4684	RED BLOSSOM INVESTMENTS, LLC	11/01/2020	\$1,332.00
00004651	H3184	ROGER LEE REED	11/01/2020	\$2,081.00
00004652	H3573	REO INTERNATIONAL CORPORATION	11/01/2020	\$1,111.00
00004653	H4932	RAYMOND REYES	11/01/2020	\$1,164.00
00004654	H3541	ROANOKE INC	11/01/2020	\$1,393.00
00004655	H1100	ROBERTA APTS, LP	11/01/2020	\$2,117.00
00004656	H3186	ROCEL PROPERTIES MGMT INC	11/01/2020	\$1,233.00
00004657	H1303	ALBERT/PATRICIA RODRIGUEZ	11/01/2020	\$763.00
00004658	H3631	CHARLENE ROSSIGNOL	11/01/2020	\$906.00
00004659	H1149	MIHRAN SABUNJIAN	11/01/2020	\$9,115.00
00004660	H4231	SALSOL PROPERTIES, LLC	11/01/2020	\$2,091.00
00004661	H4681	SAN MARINO	11/01/2020	\$210.00
00004662	H0858	PAT SARGENT	11/01/2020	\$1,363.00
00004663	H3340	JILL ANN SCHLEIFER	11/01/2020	\$2,582.00
00004664	H4376	SCOTT G JOE	11/01/2020	\$966.00
00004665	H3528	ALFRED L SCULLIN	11/01/2020	\$1,452.00
00004666	H3151	LISA & BRYAN SEO	11/01/2020	\$4,348.00
00004667	H2952	ALVINA SERNA	11/01/2020	\$656.00
00004668	H4072	SERRANO WOODS, LP	11/01/2020	\$583.00
00004669	H4546	MOLLY SHIH	11/01/2020	\$1,698.00
00004670	H3699	SHREEVES PROPERTIES, LLC	11/01/2020	\$4,323.00
00004671	H3779	IRV D SIGEL	11/01/2020	\$1,636.00
00004672	H4150	SILVER COVE APARTMENTS, LP	11/01/2020	\$1,173.00

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00004673	H4451	IRVIN SILVERSTEIN	11/01/2020	\$1,430.00
00004674	H1182	SINGING TREE	11/01/2020	\$1,335.00
00004675	H3459	BAY SIU	11/01/2020	\$1,409.00
00004676	H4778	SOC, LLC	11/01/2020	\$1,418.00
00004677	H00055	LLC SOUTHCOAST CAPITAL HOLDINGS	11/01/2020	\$1,126.00
00004678	H1686	JAMES SPEARS	11/01/2020	\$1,163.00
00004679	H4145	SPRINGDALE STREET APARTMENTS	11/01/2020	\$2,476.00
00004680	H3835	SPRINGSIDE, LLC	11/01/2020	\$8,725.00
00004681	H3038	STANTON GROUP THREE, LLC	11/01/2020	\$7,016.00
00004682	H4566	STANTON GROUP, LLC	11/01/2020	\$1,957.00
00004683	H1277	STEWART PROPERTIES	11/01/2020	\$1,125.00
00004684	H0403	ERICA STIDHAM	11/01/2020	\$4,986.00
00004685	H0359	STUART DRIVE/ROSE GARDEN APTS	11/01/2020	\$94,296.00
00004686	H1147	UN SU	11/01/2020	\$2,274.00
00004687	H2049	SUNGROVE SENIOR APTS	11/01/2020	\$23,042.00
00004688	H3805	SUNNYGATE, LLC	11/01/2020	\$2,569.00
00004689	H3766	SUNRISE VILLAGE PROPERTIES, LLC	11/01/2020	\$7,846.00
00004690	H2822	SUNWISE PROPERTIES, LLC	11/01/2020	\$725.00
00004691	H4484	EMILE J SWEIDA	11/01/2020	\$1,165.00
00004692	H4543	SYCAMORE COURT APARTMENTS	11/01/2020	\$10,087.00
00004693	H4178	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	11/01/2020	\$2,548.00
00004694	H4449	VINH TA	11/01/2020	\$2,218.00
00004695	H4081	ALI TAHAMI	11/01/2020	\$2,017.00
00004696	H3614	TAMERLANE APARTMENTS	11/01/2020	\$1,028.00
00004697	H2487	TAMERLANE ASSOCIATES, LLC	11/01/2020	\$2,539.00
00004698	H3432	ENLIANG T TANG	11/01/2020	\$1,232.00
00004699	H3527	TDT WASHINGTON, LLC	11/01/2020	\$2,102.00
00004700	H4653	TH 12622 MORNINGSIDE, LLC	11/01/2020	\$1,081.00
00004701	H2875	HENRY THACH	11/01/2020	\$2,405.00
00004702	H4731	LYNN THAI	11/01/2020	\$1,311.00
00004703	H4628	PAULA THAI	11/01/2020	\$3,380.00
00004704	H2975	THE BERNTH FAMILY TRUST	11/01/2020	\$2,645.00
00004705	H4388	THE CORINTHIAN APARTMENTS	11/01/2020	\$806.00
00004706	H4391	THE FLORENTINE APTS	11/01/2020	\$1,766.00
00004707	H2990	THE GROVE SENIOR APARTMENTS	11/01/2020	\$43,613.00

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00004708	H4759	THE KELVIN APARTMENTS	11/01/2020	\$1,731.00
00004709	H4390	THE MEDITERRANEAN APTS	11/01/2020	\$997.00
00004710	H1007	THE ROSE GARDEN APTS	11/01/2020	\$8,668.00
00004711	H4633	THSW PARTNERS, LLC	11/01/2020	\$6,436.00
00004712	H3260	ANA MARIA THULSIRAJ	11/01/2020	\$2,078.00
00004713	H00053	TIC INVESTMENT COMPANY LLC	11/01/2020	\$1,412.00
00004714	H4599	TIC INVESTMENT COMPANY, LLC	11/01/2020	\$6,175.00
00004715	H4600	TIC INVESTMENT COMPANY, LLC	11/01/2020	\$1,124.00
00004716	H4494	TLHA DOTY, LLC	11/01/2020	\$2,769.00
00004717	H4219	TLHA PALM, LLC	11/01/2020	\$2,122.00
00004718	H3827	TN INVESTMENTS GROUP, LLC	11/01/2020	\$10,403.00
00004719	H3828	TN INVESTMENTS GROUP, LLC	11/01/2020	\$1,601.00
00004720	H3829	TN INVESTMENTS GROUP, LLC	11/01/2020	\$1,165.00
00004721	H3830	TN INVESTMENTS GROUP, LLC	11/01/2020	\$4,431.00
00004722	H3831	TN INVESTMENTS GROUP, LLC	11/01/2020	\$1,248.00
00004723	H3939	TN INVESTMENTS PROPERTIES, LLC	11/01/2020	\$23,485.00
00004724	H4753	TNL PROPERTY, LLC	11/01/2020	\$2,224.00
00004725	H1212	KIMTRUNG THI TO	11/01/2020	\$1,344.00
00004726	H0855	VAN THU TO	11/01/2020	\$4,883.00
00004727	H4492	TOC TOC, LLC	11/01/2020	\$3,474.00
00004728	H3377	TAP THAT TON	11/01/2020	\$1,800.00
00004729	H1454	KHANH TON	11/01/2020	\$2,211.00
00004730	H4041	JOANNE C TONNU	11/01/2020	\$2,527.00
00004731	H3902	TOPADVANCED, LLC	11/01/2020	\$3,709.00
00004732	H1789	TRAN'S APARTMENTS	11/01/2020	\$3,488.00
00004733	H4099	ANDREW TRAN	11/01/2020	\$1,452.00
00004734	H4407	ANDREW TRAN	11/01/2020	\$3,445.00
00004735	H7723	ANH TUYET T TRAN	11/01/2020	\$1,076.00
00004736	H4727	ANNA THI TRAN	11/01/2020	\$1,137.00
00004737	H4012	CATHY TRAN	11/01/2020	\$1,468.00
00004738	H4798	CHRISTINE LINH TRAN	11/01/2020	\$1,306.00
00004739	H2027	FREDERICK M TRAN	11/01/2020	\$1,218.00
00004740	H4541	HANG TRAN	11/01/2020	\$1,356.00
00004741	H3646	HENRY TRAN	11/01/2020	\$1,305.00
00004742	H1203	JACLYN TRAN, HIEP OR TRAN	11/01/2020	\$3,293.00

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00004743	H3554	HO VAN TRAN	11/01/2020	\$4,366.00
00004744	H3896	HOA TRAN	11/01/2020	\$1,413.00
00004745	H3142	HOA THU TRAN	11/01/2020	\$1,216.00
00004746	H3456	HUNG QUOC TRAN	11/01/2020	\$1,122.00
00004747	H00044	HUONG TRAN	11/01/2020	\$2,202.00
00004748	H3403	JANE TRAN	11/01/2020	\$1,108.00
00004749	H4270	JIM DUC TRAN	11/01/2020	\$1,555.00
00004750	H4698	JOHNNY TRAN	11/01/2020	\$2,237.00
00004751	H4251	JOSEPH QUANG TRAN	11/01/2020	\$462.00
00004752	H4499	JOSEPHINE TRAN	11/01/2020	\$1,870.00
00004753	H4158	KEVIN THANH TRAN	11/01/2020	\$1,462.00
00004754	H3517	KIM VAN TRAN	11/01/2020	\$1,243.00
00004755	H4276	LAY THI TRAN	11/01/2020	\$1,610.00
00004756	H4130	LOC H TRAN	11/01/2020	\$2,062.00
00004757	H4441	LUAN D TRAN	11/01/2020	\$948.00
00004758	H3775	LUCIA THUY TRAN	11/01/2020	\$941.00
00004759	H4602	MAI TRAN	11/01/2020	\$3,056.00
00004760	H3442	MARY TRAN	11/01/2020	\$1,040.00
00004761	H4732	MINH TRAN	11/01/2020	\$1,557.00
00004762	H4059	MY T TRAN	11/01/2020	\$2,266.00
00004763	H4687	NGAN TRAN	11/01/2020	\$3,153.00
00004764	H3211	NGOC THI TRAN	11/01/2020	\$1,545.00
00004765	H4378	NHUT NGUYEN TRAN	11/01/2020	\$3,165.00
00004766	H4216	SONNY TRAN	11/01/2020	\$813.00
00004767	H3530	TAM ANH TRAN	11/01/2020	\$2,017.00
00004768	H4198	TAM MINH TRAN	11/01/2020	\$1,640.00
00004769	H3742	THERESA T TRAN	11/01/2020	\$1,595.00
00004770	H3744	THERESA T TRAN	11/01/2020	\$1,136.00
00004771	H4291	THONG TRAN	11/01/2020	\$1,125.00
00004772	H3371	THU HUONG THI TRAN	11/01/2020	\$824.00
00004773	H4394	TIM TRAN	11/01/2020	\$1,331.00
00004774	H4573	TINA TRAN	11/01/2020	\$2,625.00
00004775	H00025	TONY TRAN	11/01/2020	\$1,581.00
00004776	H3709	TRI TRAN	11/01/2020	\$1,355.00
00004777	H4507	TRUNG H TRAN	11/01/2020	\$1,279.00

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00004778	H3163	TRUYEN & HELEN TRAN	11/01/2020	\$2,318.00
00004779	H3220	TU TRAN	11/01/2020	\$1,416.00
00004780	H4265	VAN TRAN	11/01/2020	\$772.00
00004781	H3253	VICTORIA TRAN	11/01/2020	\$1,062.00
00004782	H0386	BAU TRAN	11/01/2020	\$976.00
00004783	H3227	PAUL TUAN DUC TRAN	11/01/2020	\$1,378.00
00004784	H2712	PHUONG THUY TRAN	11/01/2020	\$1,600.00
00004785	H1903	THU-HANG TRAN	11/01/2020	\$3,135.00
00004786	H2776	TUAN HUY TRAN	11/01/2020	\$1,270.00
00004787	H1166	TOM TRANG	11/01/2020	\$2,530.00
00004788	H4136	HONG QUANG TRIEU	11/01/2020	\$1,065.00
00004789	H4266	NANCY TRIEU	11/01/2020	\$1,327.00
00004790	H2231	EMMA TRINH	11/01/2020	\$1,072.00
00004791	H4055	HAI TRINH	11/01/2020	\$1,662.00
00004792	H3759	THANH-MAI TRINH	11/01/2020	\$1,942.00
00004793	H4356	TUAN TRINH	11/01/2020	\$1,541.00
00004794	H0536	TUNG XUAN TRINH	11/01/2020	\$1,510.00
00004795	H3993	DUNG T TRUONG	11/01/2020	\$291.00
00004796	H4476	HANH NGOC TRUONG	11/01/2020	\$601.00
00004797	H4780	KENNY N TRUONG	11/01/2020	\$2,240.00
00004798	H4162	KHOA BUU TRUONG	11/01/2020	\$1,371.00
00004799	H4575	NATALIE TRUONG, STEVE OR HO	11/01/2020	\$1,605.00
00004800	H4704	TOMMY TRUONG	11/01/2020	\$1,600.00
00004801	H2729	QUYEN MY TRUONG	11/01/2020	\$1,416.00
00004802	H1813	CAROLINE TSAI	11/01/2020	\$3,079.00
00004803	H4445	YUNGLIN & SHU-MEI TSAO	11/01/2020	\$1,205.00
00004804	H3867	TU BI THIEN TAM	11/01/2020	\$1,153.00
00004805	H8168	TUDOR GROVE	11/01/2020	\$74,862.00
00004806	H4536	TUSTIN AFFORDABLE HOUSING	11/01/2020	\$1,361.00
00004807	H4030	TUSTIN SOUTHERN APTS - OFFICE	11/01/2020	\$1,541.00
00004808	H9100	V W PROPERTY	11/01/2020	\$4,230.00
00004809	H1541	CONNIE VALDEZ	11/01/2020	\$1,138.00
00004810	H0300	VALLEY VIEW SENIOR APTS	11/01/2020	\$24,439.00
00004811	H0814	MINH XUONG VAN	11/01/2020	\$751.00
00004812	H4661	RONALD VAN	11/01/2020	\$2,626.00

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00004813	H2755	ARTURO ENRIQUEZ VAZQUEZ	11/01/2020	\$2,274.00
00004814	H4392	VERSAILLES APTS	11/01/2020	\$2,877.00
00004815	H4647	VILLA BARCELONA APTS	11/01/2020	\$1,653.00
00004816	H4809	VINE FULLER, LLC	11/01/2020	\$1,215.00
00004817	H4553	VINTAGE CANYON SR APTS	11/01/2020	\$1,048.00
00004818	H4625	VINTAGE FLAGSHIP, LLC	11/01/2020	\$2,605.00
00004819	H4185	ARTHUR E VIRAMONTES	11/01/2020	\$1,076.00
00004820	H3689	VJ SURGICAL, LLC	11/01/2020	\$1,063.00
00004821	H3628	VLE RENTAL, LLC	11/01/2020	\$5,112.00
00004822	H3132	HUNG MINH VO	11/01/2020	\$2,143.00
00004823	H4205	JEFF VO	11/01/2020	\$1,148.00
00004824	H4821	JEFFREY Q VO	11/01/2020	\$1,532.00
00004825	H2134	KHANH MAI VO	11/01/2020	\$4,859.00
00004826	H4531	LOAN VO	11/01/2020	\$1,714.00
00004827	H3938	LOC ANH VO	11/01/2020	\$1,074.00
00004828	H4787	MICKEY VO	11/01/2020	\$2,149.00
00004829	H1481	TINA NG VOLE	11/01/2020	\$2,110.00
00004830	H3718	NIPA D VORA	11/01/2020	\$3,065.00
00004831	H3907	ANNIE VU	11/01/2020	\$1,171.00
00004832	H2123	DAT VU	11/01/2020	\$14,441.00
00004833	H9104	DAVID VU	11/01/2020	\$1,154.00
00004834	H4098	DEAN VU	11/01/2020	\$1,664.00
00004835	H4632	DEANNA PHUONG VU	11/01/2020	\$1,710.00
00004836	H4560	HOA VU	11/01/2020	\$1,248.00
00004837	H3918	HUAN VU	11/01/2020	\$1,142.00
00004838	H4657	KRYSTINA VU	11/01/2020	\$1,543.00
00004839	H4197	LEO M VU	11/01/2020	\$1,736.00
00004840	H4323	LINH DUY VU	11/01/2020	\$2,650.00
00004841	H3599	MARY ANN VU	11/01/2020	\$846.00
00004842	H4549	MINH VU	11/01/2020	\$724.00
00004843	H3760	NAM H VU	11/01/2020	\$1,242.00
00004844	H3274	PHUONG MINH VU	11/01/2020	\$1,470.00
00004845	H4676	QUANG DANG VU	11/01/2020	\$1,086.00
00004846	H3823	TAN DUY VU	11/01/2020	\$2,862.00
00004847	H2823	TRUNG QUOC VU	11/01/2020	\$2,844.00

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00004848	H0883	TUONG MANH VU	11/01/2020	\$2,161.00
00004849	H3928	VIVIAN VU	11/01/2020	\$2,653.00
00004850	H4807	YEN T VU	11/01/2020	\$1,510.00
00004851	H00034	HAO DUC VUONG	11/01/2020	\$1,413.00
00004852	H4432	HELEN DO VUONG	11/01/2020	\$1,754.00
00004853	H4278	PETER H VUONG	11/01/2020	\$1,594.00
00004854	H4642	DAVID WALD	11/01/2020	\$933.00
00004855	H9105	WALDEN APTS	11/01/2020	\$5,037.00
00004856	H1725	WALDEN GLEN APTS	11/01/2020	\$1,248.00
00004857	H4489	HO PONG WAN	11/01/2020	\$1,188.00
00004858	H2084	CHARLES WANG	11/01/2020	\$4,739.00
00004859	H2253	SUZY WANG	11/01/2020	\$4,121.00
00004860	H4204	WASHINGTON COUNTY HRA	11/01/2020	\$702.43
00004861	H3844	STELLA WEGENER	11/01/2020	\$951.00
00004862	H0867	IRVING WEISER	11/01/2020	\$828.00
00004863	H9106	WEISSER INVESTMENTS	11/01/2020	\$7,257.00
00004864	H4530	WESLEY VILLAGE APARTMENTS	11/01/2020	\$5,496.00
00004865	H0442	HENRY B WESSELN	11/01/2020	\$2,318.00
00004866	H1238	WESTCHESTER PARK, LP	11/01/2020	\$1,584.00
00004867	H3468	WESTLAKE APARTMENTS, LLC	11/01/2020	\$7,250.00
00004868	H2684	WESTMINSTER HOUSING PARTNER, LP	11/01/2020	\$9,940.00
00004869	H2986	CINDY OR ED WICK	11/01/2020	\$1,000.00
00004870	H0029	WILLOWICK ROYAL	11/01/2020	\$409.00
00004871	H4424	WILSHIRE CREST	11/01/2020	\$1,608.00
00004872	H4523	WINDMILL APARTMENTS	11/01/2020	\$6,281.00
00004873	H9108	WINDSOR TOWNE, LP	11/01/2020	\$843.00
00004874	H4608	WINDWOOD GLEN APTS	11/01/2020	\$882.00
00004875	H9109	WINNIE INVESTMENT	11/01/2020	\$6,166.00
00004876	H3286	WINSTON PLACE, LLC	11/01/2020	\$1,270.00
00004877	H4232	WONDERFUL IDEA, LLC	11/01/2020	\$1,311.00
00004878	H5169	GIN O WONG	11/01/2020	\$7,195.00
00004879	H3592	PHILLIP WONG	11/01/2020	\$1,461.00
00004880	H4311	THOMAS G WONG	11/01/2020	\$1,148.00
00004881	H4709	WOODBIDGE VILLAS APARTMENT HOMES	11/01/2020	\$3,082.00
00004882	H4733	WOODBIDGE VILLAS PARTNERS	11/01/2020	\$1,047.00



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00004883	H0165	LEON SHU YAU	11/01/2020	\$525.00
00004884	H4806	JIYUN YEOM	11/01/2020	\$1,978.00
00004885	H4168	HENRY H YOUNG	11/01/2020	\$1,320.00
00004886	H3935	ROY ZARGARI	11/01/2020	\$499.00
00004887	H4596	EUGENIA ZASLAVSKY	11/01/2020	\$4,181.00
00004888	H3730	GEORGE ZHAO	11/01/2020	\$1,397.00
00666974	H4194	WILLIAM ADAMS	11/01/2020	\$1,111.00
00666975	H4534	ALISO VIEJO 621, LP	11/01/2020	\$677.00
00666976	H2616	ANAHEIM REVITALIZATION II PART	11/01/2020	\$2,404.00
00666977	H2959	ANAHEIM REVITALIZATION PARTNERS, LP	11/01/2020	\$454.00
00666978	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	11/01/2020	\$1,210.00
00666979	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	11/01/2020	\$1,615.00
00666980	H7330	BAHIA VILLAGE MOBILEHOME PARK	11/01/2020	\$902.00
00666981	H0950	RICHARD BUI JR	11/01/2020	\$3,218.00
00666982	H2035	RICHARD BUI JR	11/01/2020	\$1,107.00
00666983	H3596	JIMMY QUOC BUI	11/01/2020	\$4,162.00
00666984	H4355	LAN HUYNH NGOC BUI	11/01/2020	\$1,053.00
00666985	H0432	PHAT BUI	11/01/2020	\$2,292.00
00666986	H1455	SON MINH BUI	11/01/2020	\$1,282.00
00666987	H4756	TAN H BUI	11/01/2020	\$1,425.00
00666988	H4238	TINH TIEN BUI	11/01/2020	\$342.00
00666989	H0289	RONALD CALKINS	11/01/2020	\$1,345.00
00666990	H9009	CHANTECLAIR APTS	11/01/2020	\$1,153.00
00666991	H2701	DAVID CHEN	11/01/2020	\$785.00
00666992	H4584	JOON CHOI	11/01/2020	\$5,475.00
00666993	H4671	ROBERT CHRISTMAN	11/01/2020	\$1,906.00
00666994	H4617	MEI-LING CHU	11/01/2020	\$535.00
00666995	H00054	CITY OF FLAGSTAFF HOUSING AUTHORITY	11/01/2020	\$1,757.16
00666996	H4648	KIM CLARY	11/01/2020	\$1,195.00
00666997	H4773	CMIF III CORONADO PALMS, LLC	11/01/2020	\$1,297.00
00666998	H4380	CRESTWOOD ON 7, LLC	11/01/2020	\$3,118.00
00666999	H1198	JACK CROCKETT	11/01/2020	\$4,450.00
00667000	H4764	KHA T CUNG	11/01/2020	\$1,497.00
00667001	H9095	DAISY VI ASSOCIATES LTD	11/01/2020	\$4,528.00
00667002	H4824	TIM Q DANG	11/01/2020	\$1,884.00

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00667003	H0168	STACY HOA TUOI DANG	11/01/2020	\$1,690.00
00667004	H00050	MICHELLE DAO	11/01/2020	\$2,979.00
00667005	H4690	KIM-ANH T DINH	11/01/2020	\$2,822.00
00667006	H4533	MINH TAM DO	11/01/2020	\$1,627.00
00667007	H4790	NHI C DO, PHUONG V & NGUYEN	11/01/2020	\$2,357.00
00667008	H4693	THO DO	11/01/2020	\$2,524.00
00667009	H4222	THUAN DO	11/01/2020	\$1,172.00
00667010	H3422	DINH T DOAN	11/01/2020	\$1,380.00
00667011	H00043	MICHAEL DOAN	11/01/2020	\$1,142.00
00667012	H1395	HELMUT DONNER	11/01/2020	\$2,452.00
00667013	H4348	LAN DUONG	11/01/2020	\$1,299.00
00667014	H4187	EL CAMINO LU, LLC	11/01/2020	\$482.00
00667015	H4016	ELDEN EAST APARTMENTS	11/01/2020	\$1,021.00
00667016	H3075	EMERALD GARDENS APT	11/01/2020	\$1,058.00
00667017	H5060	EUCLID PARK APTS	11/01/2020	\$1,304.00
00667018	H4813	FENWAY PROPERTIES	11/01/2020	\$1,392.00
00667019	H2768	DALE A FULLWOOD	11/01/2020	\$992.00
00667020	H3857	GIA VU, INC	11/01/2020	\$950.00
00667021	H4193	GROVE PARK, LLC	11/01/2020	\$3,485.00
00667022	H1629	MANH MINH HA	11/01/2020	\$979.00
00667023	H4386	RICHARD D HANSEN	11/01/2020	\$1,183.00
00667024	H3218	KULJIT HARA	11/01/2020	\$966.00
00667025	H1979	STEVE HARA	11/01/2020	\$6,848.00
00667026	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	11/01/2020	\$1,112.00
00667027	H4128	THOMAS P HO	11/01/2020	\$1,486.00
00667028	H1873	JAMES HOANG	11/01/2020	\$4,123.00
00667029	H3022	NICK HOFFMAN	11/01/2020	\$812.00
00667030	H3140	CHONG WEI HUANG	11/01/2020	\$2,730.00
00667031	H4810	DOANH HUYNH	11/01/2020	\$1,497.00
00667032	H3473	NATALIE N HUYNH	11/01/2020	\$2,381.00
00667033	H1830	NGHIA TRUNG HUYNH	11/01/2020	\$2,412.00
00667034	H3095	TRANG HUYNH	11/01/2020	\$3,457.00
00667035	H4440	JEANNE JURADO TRUSTEE	11/01/2020	\$1,615.00
00667036	H3109	LINDA JOHNSON	11/01/2020	\$2,854.00
00667037	H3337	JOMARC PROPERTIES LTD	11/01/2020	\$9,658.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00667038	H4822	KEITH JORGENSEN	11/01/2020	\$1,144.00
00667039	H4579	JOSEPH & KIM CORP	11/01/2020	\$1,127.00
00667040	H2641	KDF HERMOSA, LP	11/01/2020	\$4,454.00
00667041	H3083	KDF MALABAR, LP	11/01/2020	\$37,973.00
00667043	H2403	KDF SEA WIND, LP	11/01/2020	\$1,263.00
00667044	H1217	MARTIN KLEIN	11/01/2020	\$846.00
00667045	H2011	M I KOLSY	11/01/2020	\$684.00
00667046	H3683	WILLIAM KUNZMAN	11/01/2020	\$1,500.00
00667047	H4789	THOMAS KWON	11/01/2020	\$2,441.00
00667048	H00045	CHRISTINE M LAM	11/01/2020	\$5,718.00
00667049	H4284	LE FAMILY TRUST	11/01/2020	\$3,954.00
00667050	H1638	DON LE	11/01/2020	\$777.00
00667051	H3740	DONALD LE	11/01/2020	\$1,169.00
00667052	H4622	HUY LE	11/01/2020	\$2,377.00
00667053	H3380	NGHIA V LE	11/01/2020	\$2,200.00
00667054	H1531	TRACEY LE	11/01/2020	\$1,242.00
00667055	H1423	VIET Q LE	11/01/2020	\$750.00
00667056	H0298	YENNHI LE	11/01/2020	\$1,326.00
00667057	H0167	BAO GIA LE	11/01/2020	\$2,555.00
00667058	H4132	HOABINH LE-MUNZER	11/01/2020	\$801.00
00667059	H4694	DOUG LEONG	11/01/2020	\$1,242.00
00667060	H0216	ALICE LIAO	11/01/2020	\$2,330.00
00667061	H4748	LL PROPERTY LANDLORD, LLC	11/01/2020	\$1,253.00
00667062	H4765	BUI LUONG	11/01/2020	\$1,408.00
00667063	H4820	VIVIAN Q LUU	11/01/2020	\$1,871.00
00667064	H0958	WILLIAM T MACDONALD	11/01/2020	\$2,431.00
00667065	H1705	MAGIC LAMP MOBILE HOME PARK	11/01/2020	\$1,242.00
00667066	H1188	LARRY MAH	11/01/2020	\$1,029.00
00667067	H2333	HANH T MAI-NGUYEN	11/01/2020	\$1,345.00
00667068	H1861	TERRY MAMMEN	11/01/2020	\$4,436.00
00667069	H3101	SUPUNNEE MANNIL	11/01/2020	\$2,146.00
00667070	H4675	ZHIYAN MAO	11/01/2020	\$2,517.00
00667071	H2110	MIDWAY INTEREST, LP	11/01/2020	\$4,841.00
00667072	H2998	JEAN MIYAMOTO	11/01/2020	\$48.00
00667073	H3043	MONARK, LP	11/01/2020	\$3,786.00

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00667074	H0780	MONTEJO APARTMENTS	11/01/2020	\$1,586.00
00667075	H2741	ANDREW NGO	11/01/2020	\$1,990.00
00667076	H4184	KIM NGO	11/01/2020	\$783.00
00667077	H2386	MARY NGO	11/01/2020	\$5,672.00
00667078	H2478	HOA KIM NGO	11/01/2020	\$1,523.00
00667079	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	11/01/2020	\$5,380.00
00667080	H4031	BACH THI NGUYEN	11/01/2020	\$1,082.00
00667081	H1184	BICHLE T NGUYEN	11/01/2020	\$4,406.00
00667082	H3176	BOYCE JR NGUYEN	11/01/2020	\$1,552.00
00667083	H4776	CHRISTINA M NGUYEN	11/01/2020	\$2,463.00
00667084	H3876	D DUY MD NGUYEN	11/01/2020	\$922.00
00667085	H3910	FRANK M NGUYEN	11/01/2020	\$1,504.00
00667086	H2192	HOC VAN NGUYEN	11/01/2020	\$1,810.00
00667087	H3799	LE THUY NGUYEN	11/01/2020	\$1,416.00
00667088	H4623	LINDA MAI NGUYEN	11/01/2020	\$1,972.00
00667089	H3676	LOAN THANH NGUYEN	11/01/2020	\$1,022.00
00667090	H4473	MAI NGUYEN	11/01/2020	\$1,933.00
00667091	H4061	NGUYEN, NICOLE U	11/01/2020	\$1,425.00
00667092	H4728	QUOC KIM NGUYEN	11/01/2020	\$1,742.00
00667093	H4529	STEVEN NGUYEN	11/01/2020	\$1,031.00
00667094	H9044	THANH VAN NGUYEN	11/01/2020	\$2,475.00
00667095	H4682	THUY T NGUYEN	11/01/2020	\$1,152.00
00667096	H4571	VINH K NGUYEN	11/01/2020	\$347.00
00667097	H3103	NICOLE UYEN NGUYEN	11/01/2020	\$1,563.00
00667098	H2526	SHERRY LIEU NGUYEN	11/01/2020	\$1,047.00
00667099	H1027	TON SANH NGUYEN	11/01/2020	\$1,293.00
00667100	H3114	TRACY NGUYEN	11/01/2020	\$1,410.00
00667101	H2699	THUY-TIEN NGUYEN-TU	11/01/2020	\$2,120.00
00667102	H3404	NORTHWOOD PLACE	11/01/2020	\$4,231.00
00667103	H00041	OLIVIA THANH CAPITALS LLC	11/01/2020	\$2,664.00
00667104	H4644	PALMA VISTA APTS, LLC	11/01/2020	\$1,360.00
00667105	H1231	PARK VISTA APTS	11/01/2020	\$1,199.00
00667106	H2739	CHONG PIL PARK	11/01/2020	\$908.00
00667107	H3551	SUWAPANG PATTUMMADITH	11/01/2020	\$1,338.00
00667108	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	11/01/2020	\$3,154.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00667109	H4582	ANH THI PHAM	11/01/2020	\$1,489.00
00667110	H4800	DAVID VU PHAM	11/01/2020	\$1,529.00
00667111	H3817	QUYEN PHAM	11/01/2020	\$1,002.00
00667112	H2419	THANH PHAM	11/01/2020	\$385.00
00667113	H1049	TUNG PHAM	11/01/2020	\$1,430.00
00667114	H4315	VANTHI PHAM	11/01/2020	\$1,512.00
00667115	H1851	LOAN ANH THI PHAM	11/01/2020	\$1,287.00
00667116	H4786	HUNG PHAN	11/01/2020	\$2,602.00
00667117	H4624	VAN KHANH PHAN	11/01/2020	\$1,479.00
00667118	H00026	PLATINUM TRI BLOC, LLC	11/01/2020	\$1,545.00
00667119	H4509	PLAZA WOODS, LLC	11/01/2020	\$4,943.00
00667120	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	11/01/2020	\$1,334.00
00667121	H3801	RANCHO ALISAL	11/01/2020	\$1,655.00
00667122	H4353	RAYMOND AND LYNN RUAIS	11/01/2020	\$743.00
00667124	H4448	SE AMSTER	11/01/2020	\$1,133.00
00667125	H4241	SILO NORTHEAST, LLC	11/01/2020	\$2,919.00
00667126	H4811	STONECREST POINT APTS	11/01/2020	\$1,611.00
00667127	H4590	CATHY TA	11/01/2020	\$1,206.00
00667128	H4409	TERESINA APARTMENTS	11/01/2020	\$1,179.00
00667129	H00052	THE CAMBRIDGE	11/01/2020	\$1,766.00
00667130	H3041	THE KNOLLS	11/01/2020	\$453.00
00667131	H4578	THE OVERLOOK	11/01/2020	\$1,466.00
00667132	H1959	THOMSON EQUITIES	11/01/2020	\$1,159.00
00667133	H6710	THOMSON EQUITIES	11/01/2020	\$2,110.00
00667134	H00024	TIC INVESTMENT COMPANY, LLC	11/01/2020	\$2,037.00
00667135	H4720	TIC INVESTMENT COMPANY, LLC	11/01/2020	\$1,973.00
00667136	H4726	TIC INVESTMENT COMPANY, LLC	11/01/2020	\$6,599.00
00667137	H4616	VINH THAT TON	11/01/2020	\$2,074.00
00667138	H3577	EDWARD T TRAN	11/01/2020	\$1,300.00
00667139	H4688	ERIC TRAN	11/01/2020	\$1,072.00
00667140	H4788	LONG QUOC TRAN	11/01/2020	\$1,458.00
00667141	H3686	LIEN KIM TRAN-NGUYEN	11/01/2020	\$985.00
00667142	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	11/01/2020	\$856.00
00667143	H4493	TRANG N TRINH	11/01/2020	\$1,166.00

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00667144	H00056	LUCKY LUC TRUONG	11/01/2020	\$1,230.00
00667145	H2187	THUAN BICH TRUONG	11/01/2020	\$1,268.00
00667146	H2335	THUAN BICH TRUONG	11/01/2020	\$3,584.00
00667147	H2410	SON BICH TRUONG	11/01/2020	\$1,474.00
00667148	H0146	ANGELO S TURI	11/01/2020	\$2,546.00
00667149	H2982	MARCO VELASTEGUI	11/01/2020	\$1,301.00
00667150	H3943	VILLA CAPRI ESTATES	11/01/2020	\$1,883.00
00667151	H2717	THUA VINH	11/01/2020	\$719.00
00667152	H4662	VISTA DEL SOL APARTMENTS	11/01/2020	\$1,312.00
00667153	H9103	VISTA DEL SOL APTS	11/01/2020	\$1,082.00
00667154	H1723	KIMCHI VO	11/01/2020	\$1,646.00
00667155	H4338	NAM T VO	11/01/2020	\$726.00
00667156	H4327	THIEN T VO	11/01/2020	\$1,555.00
00667158	H1805	VPM BRIDGES APTS	11/01/2020	\$379.00
00667159	H3637	VPM MANAGEMENT	11/01/2020	\$1,122.00
00667160	H3088	VPM SHER LANE, LP	11/01/2020	\$1,189.00
00667161	H2900	DANNY VU	11/01/2020	\$1,664.00
00667162	H0719	NEIL E WEST	11/01/2020	\$1,291.00
00667163	H1934	WINDSOR-DAWSON, LP	11/01/2020	\$5,314.00
00667164	H3429	WINDWOOD KNOLL APARTMENTS	11/01/2020	\$2,829.00
00667165	H4762	WOODBIDGE WILLOWS	11/01/2020	\$3,542.00
00667166	H3506	WOODBURY SQUARE	11/01/2020	\$1,584.00
00667167	H4815	WOODSTONE VILLAGE / NNC WOODSTONE VILLAGE, LLC	11/01/2020	\$1,508.00
00667168	H0173	VINCE YIANG	11/01/2020	\$1,272.00
00667169	V00658	FRANCHISE TAX BOARD	11/01/2020	\$500.50
00667170	H3488	CELESTE SCHWERMAN	11/01/2020	\$676.50
00667171	H3476	TIN TRUNG VO	11/01/2020	\$825.00
			<b>EFT:</b>	<b>949 \$2,660,129.22</b>
			<b>Check:</b>	<b>195 \$405,600.16</b>
			<b>Total:</b>	<b>1,144 \$3,065,729.38</b>



City of Garden Grove  
Certificate of Warrants  
Register Dates:  
11/04/2020

This is to certify the demands covered by Wires 00000141 to 00000146, EFT numbers 00004889 to 00004900, and check numbers #00667172 through 00667336 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

A handwritten signature in blue ink, appearing to read 'Patricia Song', positioned above a horizontal line.

Finance Director  
Patricia Song

**CITY OF GARDEN GROVE**  
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**AP - Checking Account**

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000141	V02152	EXPERT PAY CHILD SUPPORT	11/04/2020	\$3,081.52
00000142	V02091	MARYLAND CHILD SUPPORT ACCOUNT	11/04/2020	\$343.38
00000143	V02090	MICHELE REYNOLDS	11/04/2020	\$461.54
00000144	V02089	SHANNON WAINWRIGHT	11/04/2020	\$553.85
00000145	V00637	CITY OF ANAHEIM	11/04/2020	\$95.02
00000146	V00789	SO CALIF EDISON CO	11/04/2020	\$3,511.34
00004889	V00133	2-1-1 ORANGE COUNTY	11/04/2020	\$6,005.00
00004890	V00585	ADMINSURE	11/04/2020	\$33,878.00
00004891	V00224	CDW-GOVERNMENT, INC	11/04/2020	\$14,077.87
00004892	V00718	DANGELO CO (JWD ANGELO CO INC)	11/04/2020	\$13,203.62
00004893	V00218	GRAINGER	11/04/2020	\$2,250.64
00004894	V00082	NFINIT	11/04/2020	\$823.00
00004895	V00210	PEST OPTIONS, INC	11/04/2020	\$917.25
00004896	V00462	PRO-FORCE MARKETING, INC	11/04/2020	\$3,711.99
00004897	V00384	STOMMEL, INC	11/04/2020	\$14,315.40
00004898	V00520	WESTERN EXTERMINATOR	11/04/2020	\$96.00
00004899	V01474	WEX BANK	11/04/2020	\$2,853.67
00004900	V01472	WIDESPREAD ELECTRICAL SALES,LLC	11/04/2020	\$296.31
00667172	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	11/04/2020	\$846.32
00667173	V00589	ALHAMBRA FOUNDRY CO, LTD	11/04/2020	\$3,915.00
00667174	V00426	ALS GROUP USA CORP	11/04/2020	\$13.00
00667175	V02451	AMERICAN TIGERS TAEKWONDO INC	11/04/2020	\$5,000.00
00667176	V00422	ARC DOCUMENT SOLUTIONS, LLC	11/04/2020	\$11.70
00667177	V01162	SONIA LISA ASENSIO	11/04/2020	\$20.00
00667178	V00033	AT&T CORP	11/04/2020	\$8,452.86
00667179	V00959	Robert Baldwin	11/04/2020	\$22.00
00667180	V01188	BANNER BANK	11/04/2020	\$19,224.68
00667181	V00645	BARR AND CLARK, INC	11/04/2020	\$960.00
00667182	V00249	BLAIS & ASSOCIATES, LLC	11/04/2020	\$183.75
00667183	V00655	C WELLS PIPELINE MATERIALS, INC	11/04/2020	\$11,144.70
00667184	V01237	CALBO	11/04/2020	\$70.00
00667185	V01033	CALIFORNIA PARK & RECREATION SOCIETY	11/04/2020	\$180.00
00667186	V00660	CAMERON WELDING SUPPLY	11/04/2020	\$191.35
00667187	V02458	DUONG CAO	11/04/2020	\$251.03



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00667188	V01667	CAPPELLO JANITORIAL SUPPLIES, INC	11/04/2020	\$237.44
00667189	V01214	CAROLINA'S ITALIAN CUISINE RESTAURANT	11/04/2020	\$2,702.18
00667190	V02433	CASHSTAR INC	11/04/2020	\$3,038.00
00667191	OTV001014	2018 LLC CATAMOUNT PROPERTIES	11/04/2020	\$20.52
00667192	OTV001026	CHARMAINE CHUNG	11/04/2020	\$30.59
00667193	V00689	CITY OF GARDEN GROVE	11/04/2020	\$159.95
00667194	V00749	CITY OF ORANGE	11/04/2020	\$320.64
00667195	V00832	CITY OF WESTMINSTER	11/04/2020	\$300.00
00667196	V02460	CLEANERS & PURE WATER	11/04/2020	\$5,000.00
00667197	V00596	CLEANSTREET	11/04/2020	\$123.00
00667198	V00666	COMMUNITY VETERINARY HOSPITAL	11/04/2020	\$1,850.00
00667199	V00241	COMMUTE WITH ENTERPRISE	11/04/2020	\$2,771.66
00667200	V00669	CONTROLLED MOTION SOLUTIONS, INC	11/04/2020	\$116.84
00667201	V01273	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	11/04/2020	\$46,292.08
00667202	V02000	ANDREW HOAI DANG	11/04/2020	\$54.00
00667203	OTV001020	BUU DANG	11/04/2020	\$12.93
00667204	V01366	DEWBERRY ARCHITECTS, INC	11/04/2020	\$7,879.00
00667205	V02200	DIANA LING CHEN	11/04/2020	\$17.00
00667206	V02461	DIANNE SKIN CARE CLINIC	11/04/2020	\$5,000.00
00667207	OTV001039	VIET DOAN	11/04/2020	\$34.40
00667208	V00259	DTNTECH MARKETING	11/04/2020	\$656.60
00667209	OTV001031	DVO FLOORING KITCHEN AND BATH	11/04/2020	\$60.57
00667210	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	11/04/2020	\$2,313.09
00667211	V00336	EXCLUSIVE AUTO DETAIL	11/04/2020	\$570.00
00667212	V00233	FACTORY MOTOR PARTS CO BIN 139107	11/04/2020	\$195.40
00667213	V01379	FIVESTAR RUBBER STAMP ETC, INC	11/04/2020	\$30.97
00667214	V00143	FRYE SIGN CO	11/04/2020	\$48.94
00667215	V00114	FUN EXPRESS, INC	11/04/2020	\$203.72
00667216	V00054	GALLS LLC	11/04/2020	\$234.59
00667217	V00054	GALLS LLC	11/04/2020	\$1,474.80
00667218	OTV001029	LLC GARDEN GROVE 31 2019	11/04/2020	\$107.13
00667219	V00696	GARDEN GROVE UNIFIED SCHOOL DIST	11/04/2020	\$43.85
00667220	OTV001036	SHARAD GIMA	11/04/2020	\$51.46
00667221	V01779	GREENFIELDS OUTDOOR FITNESS	11/04/2020	\$467.50

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00667222	V00242	GRIMCO, INC	11/04/2020	\$498.08
00667223	V00706	HAAKER EQUIPMENT COMPANY	11/04/2020	\$14,549.57
00667224	V00602	HDL COREN & CONE	11/04/2020	\$5,625.00
00667225	V00503	HF&H CONSULTANTS, LLC	11/04/2020	\$3,217.98
00667226	V00711	HILL'S BROS LOCK & SAFE, INC	11/04/2020	\$151.63
00667227	V02308	HIRSCH PIPE & SUPPLY CO. INC	11/04/2020	\$4,633.24
00667228	OTV001025	LINH HOANG	11/04/2020	\$20.52
00667229	OTV001038	TUE HWINN	11/04/2020	\$47.37
00667230	V00243	INDOFF, INC	11/04/2020	\$2,916.79
00667231	V01093	INTERNAL REVENUE SERVICE	11/04/2020	\$51.50
00667232	V00531	IRV SEAVER MOTORCYCLES	11/04/2020	\$2,452.41
00667233	V02004	OMAR M JAMA	11/04/2020	\$28.00
00667234	V02107	KARI PHUONG NGUYEN	11/04/2020	\$20.00
00667235	V00722	KEYSER/MARSTON ASSOCIATES, INC	11/04/2020	\$6,952.50
00667236	V02340	KIM LOAN NGUYEN	11/04/2020	\$11.00
00667237	V00725	KNORR SYSTEMS, INC	11/04/2020	\$1,163.49
00667238	V00728	LAWSON PRODUCTS, INC	11/04/2020	\$2,319.01
00667239	OTV001024	PHUONG LE	11/04/2020	\$47.45
00667240	V00838	QUAN H LE	11/04/2020	\$11.00
00667241	V00105	LEVEL 27 MEDIA	11/04/2020	\$675.00
00667242	V00555	LIFECOM, INC	11/04/2020	\$65.00
00667243	V00299	LOOPNET	11/04/2020	\$237.50
00667244	V01411	MAGNUM OIL SPREADING, INC	11/04/2020	\$378.45
00667245	V00900	NGOC HA THI MAI	11/04/2020	\$29.00
00667246	V00487	MARK THOMAS & COMPANY, INC	11/04/2020	\$11,143.00
00667247	V01572	MICROCEPTION, INC	11/04/2020	\$1,530.00
00667248	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	11/04/2020	\$154.00
00667249	OTV001021	JOE MONTINOLA	11/04/2020	\$43.63
00667250	OTV001028	RONALD & DORIS MOORE	11/04/2020	\$533.89
00667251	V00190	MR D'S AUTOMOTIVE	11/04/2020	\$134.90
00667252	V00735	NAN MCKAY & ASSOCIATES, INC	11/04/2020	\$400.00
00667253	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	11/04/2020	\$37,438.33
00667254	V01987	AMY TU UYEN NGUYEN	11/04/2020	\$29.00
00667255	V02009	ANH DAO THI NGUYEN	11/04/2020	\$104.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00667256	OTV001037	DANH NGUYEN	11/04/2020	\$112.49
00667257	OTV001027	DAO NGUYEN	11/04/2020	\$36.91
00667258	OTV001022	HUONG NGUYEN	11/04/2020	\$21.43
00667259	V02035	JULIE NGUYEN	11/04/2020	\$23.00
00667260	OTV001035	OANH NGUYEN	11/04/2020	\$8.20
00667261	V00741	NIAGARA PLUMBING	11/04/2020	\$54.17
00667262	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	11/04/2020	\$972.45
00667263	V00209	WHJ OCN,IND	11/04/2020	\$555.00
00667264	V00371	OFFICE DEPOT, INC	11/04/2020	\$4,349.06
00667265	V00973	ORANGE COUNTY COUNCIL OF GOVERNMENTS	11/04/2020	\$2,000.00
00667266	V01086	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	11/04/2020	\$250.00
00667267	V00563	ORANGE COUNTY STRIPING SERV	11/04/2020	\$664.64
00667268	V00136	ORANGE COUNTY WELDING, INC	11/04/2020	\$3,847.22
00667269	V00755	PACIFIC PLUMBING SPECIALTIES	11/04/2020	\$305.14
00667270	V01488	PERFORMANCE NURSERY CORP	11/04/2020	\$239.25
00667271	OTV001018	AKSHAY PRABHU	11/04/2020	\$2.46
00667272	V01592	PREMIERE PACKAGING INDUSTRIES	11/04/2020	\$88.67
00667273	V01804	PRO FURNITURE INSTALLS	11/04/2020	\$1,378.95
00667274	V02459	PROFESSIONAL CREDIT SERVICES	11/04/2020	\$78.20
00667275	V01316	QUINN COMPANY	11/04/2020	\$9,816.57
00667276	V00744	R J NOBLE COMPANY	11/04/2020	\$2,048.66
00667277	V00396	RADI'S CUSTOM UPHOLSTERY	11/04/2020	\$850.00
00667278	V02453	AUNDREA RAMIREZ	11/04/2020	\$53.00
00667279	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	11/04/2020	\$397.94
00667280	V00401	REPUBLIC WASTE SERVICES OF SO CALIFORNIA, LLC	11/04/2020	\$9,823.33
00667281	V00015	RICHARD FISHER ASSOCIATES	11/04/2020	\$2,532.50
00667282	V00779	S C YAMAMOTO, INC	11/04/2020	\$195.00
00667283	V01945	SAFEWAY SIGN COMPANY	11/04/2020	\$8,967.25
00667284	OTV001016	SARA BICH DANG	11/04/2020	\$30.00
00667285	V00592	SAXE-CLIFFORD, PH D, SUSAN	11/04/2020	\$450.00
00667286	V01497	SC SIGNS & SUPPLIES LLC	11/04/2020	\$1,923.34
00667287	OTV001023	SHEA HOMES LIMITED PARTNERSHIP	11/04/2020	\$39.56
00667288	V00450	SIMPLOT PARTNERS	11/04/2020	\$192.55
00667289	V00225	SITEONE LANDSCAPE SUPPLY HLDING	11/04/2020	\$1,644.52

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00667290	V00358	SO CAL INDUSTRIES	11/04/2020	\$194.10
00667291	V01415	SOCAL AUTO & TRUCK PARTS INC	11/04/2020	\$1,257.64
00667292	V02457	SOLARMAX	11/04/2020	\$30.00
00667293	V00367	SOUTHERN COMPUTER WAREHOUSE	11/04/2020	\$2,815.21
00667294	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	11/04/2020	\$3,909.35
00667295	V00160	SOUTHERN COUNTIES OIL COMPANY	11/04/2020	\$18,799.89
00667296	V00795	SPARKLETTS	11/04/2020	\$186.28
00667297	V02432	STAND UP STATIONS	11/04/2020	\$825.00
00667298	V01119	STANDARD INSURANCE CO RAS EXECUTIVE BENEFITS	11/04/2020	\$821.70
00667299	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	11/04/2020	\$21,885.54
00667300	V00419	STOTZ EQUIPMENT	11/04/2020	\$163.04
00667301	V02161	SUBMARINE CRAB	11/04/2020	\$4,500.00
00667302	V00228	SUPERION, LLC	11/04/2020	\$7,612.50
00667303	OTV001034	BRYANT TA	11/04/2020	\$8.29
00667304	V02112	THAM HONG TRAN	11/04/2020	\$11.00
00667305	OTV001040	THANG LE	11/04/2020	\$86.96
00667306	OTV001017	THANH THUY THI	11/04/2020	\$46.00
00667307	V02455	THE HOME DEPOT	11/04/2020	\$214.39
00667308	V01389	THE HOME DEPOT PRO	11/04/2020	\$660.64
00667309	V00732	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	11/04/2020	\$7,230.60
00667310	V00465	TIERRA WEST ADVISORS, INC	11/04/2020	\$4,951.25
00667311	V00080	TIN LOCKSMITH, INC	11/04/2020	\$834.00
00667312	OTV001010	PHUONG TON	11/04/2020	\$17.07
00667313	V01206	TOPAZ ALARM CORP	11/04/2020	\$60.00
00667314	OTV001019	THUY TRAN	11/04/2020	\$23.89
00667315	V01942	TONY KIEU TRAN	11/04/2020	\$14.00
00667316	V01123	TRANSAMERICA EMPLOYEE BENEFITS	11/04/2020	\$4,426.92
00667317	V02113	TRINH LE	11/04/2020	\$39.00
00667318	OTV001033	TONY TRINH	11/04/2020	\$25.98
00667319	V00816	U S POSTAL SERVICE (HASLER)	11/04/2020	\$20,000.00
00667320	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	11/04/2020	\$695.03
00667321	V00812	UNIFIRST CORP	11/04/2020	\$1,708.35
00667322	V00815	UNITED RENTALS NORTHWEST, INC	11/04/2020	\$944.50
00667323	V00152	UNITED WATER WORKS, INC	11/04/2020	\$8,297.72

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00667324	V01201	US BANK	11/04/2020	\$1,760.00
00667325	V00301	USA BLUE BOOK	11/04/2020	\$1,762.04
00667326	V02395	VIRTUNET	11/04/2020	\$18,660.00
00667327	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	11/04/2020	\$1,367.82
00667328	V00527	WALTERS WHOLESALE ELECTRIC	11/04/2020	\$75.18
00667329	V01469	WEST YOST ASSOCIATES	11/04/2020	\$15,745.00
00667330	V01044	WESTERN WATER WORKS	11/04/2020	\$11,744.90
00667331	OTV001030	PATRICIA WHITE	11/04/2020	\$70.00
00667332	OTV001008	AMY WORTH	11/04/2020	\$13.51
00667333	OTV001015	AMY WORTHY	11/04/2020	\$34.76
00667334	V01208	YO-FIRE SUPPLIES	11/04/2020	\$2,682.02
00667335	V00115	YORBA LINDA FEED STORE, INC	11/04/2020	\$130.32
00667336	OTV001032	MARY YORK	11/04/2020	\$18.51
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			<b>Check:</b>	<b>171 \$459,875.49</b>
			<b>Total:</b>	<b>183 \$552,304.24</b>

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184301	DARIEL TAPIA	520.51	184302	ANTHONY S HERNANDEZ	225.80
184303	MICHAEL F ROCHA	2073.24	184304	DAMIAN JESUS CHAVEZ	668.51
184305	ARTHUR J FLORES	2483.67	184306	EDWIN O THURMAN JR	960.29
184307	RICHARD L WILLIAMS	4987.34	184308	FRANK X DE LA ROSA	2255.77
184309	HANNAH F ALLEN	139.30	184310	DEANNA M CHUMACERO	2962.19
184311	ARNULFO GUZMAN JR	569.44	184312	PATRICK R JULIENNE	2840.65
184313	WILLIAM ALLISON	4961.48	184314	MANUEL A QUIRALTE AGUAYO	1592.92
184315	COMMUNITY HEALTH CHARITI	45.00	184316	GARDEN GROVE POLICE ASSO	1660.00
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D372782	STEVEN R JONES	225.19	D372783	STEPHANIE L KLOPFENSTEIN	147.96
D372784	DIEDRE THU HA NGUYEN	277.25	D372785	KIM B NGUYEN	280.23
D372786	JOHN R ONEILL	295.80	D372787	PAMELA M HADDAD	1638.20
D372788	SHAWN S PARK	2313.05	D372789	SCOTT C STILES	7036.46
D372790	MARIA A STIPE	5629.79	D372791	MEENA YOO	2309.82
D372792	AMANDA M POLLOCK	1754.22	D372793	TERESA L POMEROY	3482.78
D372794	LIZABETH C VASQUEZ	2165.88	D372795	VERONICA AVILA	2720.26
D372796	JEFFREY P DAVIS	2146.21	D372797	NOELLE N KIM	3118.54
D372798	MISSY M MENDOZA	709.21	D372799	MARIE L MORAN	2571.56
D372800	ANA E PULIDO	3657.46	D372801	KRISTY H THAI	2295.37
D372802	SHAUNA J CARRENO	2015.12	D372803	VY D HO	2287.18
D372804	DANNY HUYNH	3674.84	D372805	VILMA C KLOESS	2442.35
D372806	IVY LE	2210.80	D372807	TAMMY LE	1490.12
D372808	LINDA MIDDENDORF	2611.63	D372809	MARIA A NAVARRO	2803.38
D372810	PHUONG VIEN T NGUYEN	2023.24	D372811	QUANG NGUYEN	2550.70
D372812	TINA T NGUYEN	2247.81	D372813	THYANA T PHI	452.33
D372814	MARIA RAMOS	2346.24	D372815	TANYA L TO	1526.39
D372816	CUONG K TRAN	2179.30	D372817	ELAINE TRUONG	1631.35
D372818	THANH-NGUYEN VO	1560.94	D372819	DON T BALANAY	1909.77
D372820	SYLVIA GARCIA	1895.65	D372821	YUAN SONG	4793.05
D372822	RETA J WESTON	2267.70	D372823	KAREN M HARRIS	3006.09
D372824	CHRISTI C MENDOZA	986.74	D372825	TREVOR G SMOUSE	2306.61
D372826	JANET J CHUNG	2601.44	D372827	ANN C EIFERT	3306.65
D372828	MARGARITA ABOLA	1870.76	D372829	MARY ANN M ALCANCIA	2933.78
D372830	MARISA ATIN RAMOS	916.99	D372831	ROBERT W MAY	1283.59
D372832	SHAWNA A MCDONOUGH	1311.16	D372833	HEIDY Y MUNOZ	3287.76
D372834	SELAMAWIT NIGATU	2304.28	D372835	MY TRA VO	2168.93
D372836	LIGIA ANDREI	1738.56	D372837	ARIANA B BAUTISTA	1855.31
D372838	KAREN J BROWN	920.39	D372839	CORINNE L HOFFMAN	2342.51
D372840	CHELSEA E LUKAS	2009.80	D372841	EDWARD E MARVIN JR	1706.50
D372842	ANGELA M MENDEZ	1692.07	D372843	JENNIFER L PETERSON	1859.31
D372844	ANH PHAM	1682.55	D372845	EVA RAMIREZ	1950.79
D372846	ALEXIS B ROMERO	1939.22	D372847	JAIME F CHAVEZ	1773.49
D372848	GARY F HERNANDEZ	1679.60	D372849	NEAL M MANALANSAN	2078.50
D372850	DANIEL J SANCHEZ	1747.12	D372851	SANDRA E SEGAWA	3748.04
D372852	ALANA R CHENG	3170.05	D372853	PAUL GUERRERO	2573.20
D372854	LISA L KIM	5322.64	D372855	JULIE A ASHLEIGH	1926.95
D372856	MICHAEL G AUSTIN	2457.40	D372857	RYAN M CRAMER	2350.49

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D372858	CHRISTOPHER J CRANDALL	2788.54	D372859	BRYSON T DAHLHEIMER	2181.83
D372860	RYAN J DAKE	2186.12	D372861	DAVID A DENT	4048.10
D372862	TODD C HARTWIG	2643.45	D372863	RALPH V HERNANDEZ	2327.48
D372864	ARMANDO HERRERA JR	915.60	D372865	AARON J HODSON	2217.35
D372866	DONALD E LUCAS	2897.94	D372867	SVETLANA MOURE	2171.05
D372868	PHU T NGUYEN	3699.38	D372869	LORENA J QUILLA SOULES	2788.12
D372870	PEDRO ROQUE	2736.02	D372871	JAKE P TRAN	689.72
D372872	MARCO A VALADEZ	1267.87	D372873	CHRISTOPHER CHUNG	2707.06
D372874	PRIT J KASKLA	1970.49	D372875	HUONG Q LY	2000.21
D372876	LEE W MARINO	4092.30	D372877	MARIA L MARTINEZ	2519.84
D372878	MARIA C PARRA	3034.76	D372879	MONICA COVARRUBIAS	3388.32
D372880	GRACE E LEE	3043.29	D372881	AMEENAH ABU HAMDIYYAH	2188.24
D372882	GREG BLODGETT	3117.52	D372883	ROY N ROBBINS	2935.62
D372884	TIMOTHY E THRONE	1862.70	D372885	MICHAEL C BOS	2124.09
D372886	DANIEL J CANDELARIA	4222.04	D372887	VINCENT L DE LA ROSA	2289.03
D372888	KAMYAR DIBAJ	1294.88	D372889	ALICIA M HOFER	1843.54
D372890	NICOLAS C HSIEH	3227.60	D372891	ROSEMARIE JACOT	2112.97
D372892	SHAN L LEWIS	2414.47	D372893	NAVIN B MARU	3573.26
D372894	JUAN C NAVARRO	2715.43	D372895	MICHAEL F SANTOS	2963.05
D372896	MARK P UPHUS	2911.91	D372897	JOSE A VASQUEZ	3005.86
D372898	ANA G VERGARA NEAL	2557.42	D372899	DAI C VU	4013.72
D372900	KHANG L VU	3248.41	D372901	CHRISTOPHER L ALLEN	1741.61
D372902	JOSHUA ARIONUS	2012.62	D372903	ALEJANDRO BANUELOS	1942.28
D372904	JAN BERGER	2265.75	D372905	ROBERT P BERMUDEZ	739.88
D372906	TIM P CANNON	4519.32	D372907	CARINA M DAN	2135.01
D372908	RYAN H DAVIS	2588.21	D372909	KATHLEEN N DELFIN	156.89
D372910	RONALD W DIEMERT	2182.85	D372911	CHRIS N ESCOBAR	3487.22
D372912	JEREMY J GLENN	1462.15	D372913	ALEJANDRO GONZALEZ	2598.55
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D372916	ROBERT A HAENDIGES	3727.18	D372917	RYAN S HART	2072.94
D372918	EDWARD A HUY	2408.62	D372919	VIDAL JIMENEZ	1718.08
D372920	LIYAN JIN	2765.82	D372921	SAMUEL K KIM	3703.34
D372922	REBECCA PIK KWAN LI	3876.83	D372923	DAVID MA AE	1895.89
D372924	ALFREDO MARTINEZ	1759.43	D372925	TYLER MEISLAHN	1973.92
D372926	JESSE K MONTGOMERY	2582.01	D372927	JUSTIN M MORRIS	1545.67
D372928	STEVEN J MOYA JR	2083.17	D372929	BASIL G MURAD	2972.05
D372930	KIRK L NATLAND	1290.36	D372931	DUC TRUNG NGUYEN	2184.60
D372932	CORNELIU NICOLAE	3120.74	D372933	ANDREW I ORNELAS	4777.22
D372934	DAVID A ORTEGA	2155.64	D372935	CELESTINO J PASILLAS	2765.39
D372936	WILLIAM F PEARSON	2769.70	D372937	JESSICA J POLIDORI	3129.78
D372938	CHRISTOPHER B PRUDHOMME	1182.47	D372939	ESTEBAN H RODRIGUEZ	2328.14
D372940	LES A RUITENSCHILD	2904.09	D372941	JONATHAN RUIZ	2604.97
D372942	ALEXIS SANTOS	1388.72	D372943	ADRIAN M SARMIENTO	2716.54
D372944	ALBERT TALAMANTES JR	2284.40	D372945	MINH K TRAN	2859.02
D372946	ALEJANDRO VALENZUELA JR	1292.25	D372947	ALEJANDRO N VALENZUELA	1521.00
D372948	RONALD J WOLLAND	1428.90	D372949	VICTOR K YERGENSEN	2681.08
D372950	ALICE K FREGOSO	1914.21	D372951	ALICIA R GARCIA	731.23
D372952	RAQUEL K MANSON	2632.05	D372953	WILLIAM E MURRAY JR	6220.40

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D372956	EDWARD D AMBRIZ GARCIA	729.47	D372957	RODOLPHO M BECERRA	2296.50
D372958	RAYMOND A BUCHLER	1583.28	D372959	EDGAR A CANO	1370.91
D372960	ALBERT J CARRISOZA	1921.95	D372961	GABRIELA R CONTRERAS	2213.39
D372962	JULIE T COTTON	1763.00	D372963	ERIC M ESPINOZA	1749.02
D372964	ALBERT R EURS II	2619.02	D372965	ROBERT J FRANCO	732.16
D372966	CASEY G GIROUARD	1762.53	D372967	HERMILO HERNANDEZ	1996.93
D372968	DARNELL D JERRY	710.16	D372969	BRENT KAYLOR	2570.72
D372970	MARK W LADNEY	2744.01	D372971	RAUL LEYVA	2863.01
D372972	DIEGO A MEJIA	1905.61	D372973	RIGOBERTO MENDEZ	2457.11
D372974	STEVEN T ORTIZ	2858.15	D372975	PHILLIP Q PHAM	646.19
D372976	RICHARD L PINKSTON	2486.56	D372977	JOSE J ROMAN	752.31
D372978	ALEXIS P TARIN	2348.80	D372979	STEVE J TAUANU'U	3233.14
D372980	SUSAN VITALI	1048.04	D372981	STEPHANIE A WASINGER	163.14
D372982	RICK S ZIEGLER	660.52	D372983	IOAN ANDREI	991.47
D372984	SYLVESTER A BABINSKI IV	1659.75	D372985	DONEISHA L BELL	620.88
D372986	JEFFREY G CANTRELL	2161.27	D372987	JULIA ESPINOZA	1227.76
D372988	CECELIA A FERNANDEZ	1197.73	D372989	CONRAD A FERNANDEZ	1015.78
D372990	DIANA GOMEZ	928.35	D372991	JORGE GONZALEZ	1154.27
D372992	MICHAEL R GREENE	1890.27	D372993	RONALD D GUSMAN	1030.97
D372994	GLORIA A HARO	1156.02	D372995	ERIC W JOHNSON	1194.63
D372996	LEONEL A LAMAS	1001.24	D372997	KHUONG NGUYEN	1210.99
D372998	DELFRADO C REYES	1210.99	D372999	RAFAEL ROBLES	1530.02
D373000	ADRIANNA M RODRIGUEZ	1076.67	D373001	RODERICK THURMAN	1702.97
D373002	EVARISTO VERA	1737.39	D373003	ANSELMO AGUIRRE	1900.04
D373004	DOMINIC CAMERA	664.39	D373005	PHILLIP J CARTER	2516.00
D373006	RICK L DUVAL	2391.89	D373007	AARON R HANSEN	1913.09
D373008	HUY HOA HUYNH	2193.58	D373009	MATTHEW D ILFELD	1291.47
D373010	BRYAN D KWIATKOWSKI	1991.14	D373011	DANIEL C MOSS	1377.26
D373012	ROLANDO QUIROZ	1743.14	D373013	RICARDO SALDIVAR	620.22
D373014	WILLIAM A SOTO	2331.26	D373015	LUIS A TAPIA	2433.11
D373016	MICHAEL W THOMPSON	2877.49	D373017	JOSEPH E TRUJILLO	1198.19
D373018	WILLIAM J WHITE	2076.55	D373019	JESSE GUZMAN	1895.83
D373020	MARK M KHALIL	2018.36	D373021	BRETT A MEISLAHN	2288.63
D373022	DOUGLAS A MOORE	2153.42	D373023	ANDREW J MORELAND	575.89
D373024	AUSTIN H POWELL	2037.04	D373025	MELVIN P REED	1617.56
D373026	STEPHEN D SUDDUTH	2421.47	D373027	TIMOTHY WALLINGFORD	2166.39
D373028	SOMELIA K GOUNTOUMA	2232.27	D373029	ALBERT J HOLMON III	3353.29
D373030	VICTOR T BLAS	3196.00	D373031	JOSE GOMEZ	1970.04
D373032	MICHAEL V GUERRERO	1506.37	D373033	BRENT W HAYES	3003.89
D373034	FRANK D HOWNSTEIN	2370.84	D373035	ALLEN G KIRZHNER	3006.24
D373036	BRANDON S NUNES	1410.89	D373037	STEPHEN PORRAS	2809.60
D373038	JESSE VIRAMONTES	1507.54	D373039	JOHN ZAVALA	3578.33
D373040	YOLANDA A ALVARADO	86.17	D373041	STEPHAINE AMBRIZ	427.71
D373042	REBECCA J BAILOR	545.20	D373043	JOSUE BARREIRO MENDOZA	1457.05
D373044	DYLAN J BOGGAN	84.13	D373045	RACHEL M CAMARENA	2107.21
D373046	RENE CAMARENA	6139.36	D373047	VICTORIA M CASILLAS	1865.77
D373048	AMANDA D CROSS	1727.68	D373049	GISELL L CRUZ	644.00

\*\*\*\* PAGE TOTAL = 170390.32



D373050	KENNETH E CUMMINGS	528.95	D373051	MARLY DELGADO CHAVEZ	539.38
D373052	GABRIELA DIAZ	643.18	D373053	MARK C FREEMAN	3071.77
D373054	JARED D GARCIA	489.82	D373055	STEVEN E GOMEZ	773.35
D373056	JACOB R GRANT	1993.40	D373057	LAUREN E HULL	352.13
D373058	KALYSTA N LOPEZ	66.10	D373059	ELAINE M MA AE	2466.51
D373060	LORENA OCHOA MCINTYRE	2007.89	D373061	JESUS MEDINA	1816.08
D373062	JUAN MEDINA	2122.38	D373063	JOHN A MONTANECHEZ	4791.92
D373064	KIRSTEN K NAKAISHI	484.62	D373065	NOEL N NICHOLAS	947.46
D373066	JENNIFER GODDARD NYE	2619.30	D373067	GABRIELA OCADIZ HERNANDE	3472.13
D373068	STEPHANIE ORTIZ	252.41	D373069	CHRISTIAN PANGAN	192.84
D373070	JANET E PELAYO	3394.88	D373071	EDOUARD T PHAN	263.43
D373072	ALEXA PRADO	349.54	D373073	SHADY S PUALLOA	462.74
D373074	SUGEIRY REYNOSO	2333.56	D373075	MARINA Y ROMERO	1939.35
D373076	MARIA D ROSALES	316.52	D373077	TANYA ROSAS	195.02
D373078	DIANA SALDIVAR	120.19	D373079	DANA MARIE SAUCEDO	2360.66
D373080	EMERON J SCHLUMPBERGER	476.95	D373081	REBECCA S SMITH	318.41
D373082	KENNETH P TRAVIS III	403.99	D373083	CLAUDIA VALDIVIA	3096.53
D373084	JEFFREY VAN SICKLE	2221.62	D373085	DAISY O VENCES	34.83
D373086	JOSHUA VENCES	138.21	D373087	PAUL E VICTORIA	1300.62
D373088	JACOB D VIRAMONTES	510.86	D373089	THOMAS R DARE	6261.89
D373090	CAROLE A KANEGAE	2300.28	D373091	VINCENTE J VAICARO	3953.81
D373092	CLAUDIA ALARCON	3112.98	D373093	KRISTEN A BACKOURIS	1586.22
D373094	SHARON S BAEK	1979.06	D373095	GENA M BOWEN	1796.35
D373096	JESENIA CAMPOS	2058.86	D373097	BRIAN D DALTON	3406.52
D373098	NICHOLAS A DE ALMEIDA LO	3488.09	D373099	AMIR A EL FARRA	4517.70
D373100	HELENA ELISOUSOU	2598.74	D373101	PATRICK E GILDEA	5824.96
D373102	BRIAN C GIRGENTI	3319.53	D373103	AI KELLY HUYNH	2246.01
D373104	MICHAEL J JENSEN	4007.95	D373105	ALLYSON T LE	1546.85
D373106	MATTHEW P MARCHAND	3532.23	D373107	LINDA M MORIN	3775.14
D373108	PHILLIP H PHAM	2473.05	D373109	ASHLEY C ROJAS	1713.45
D373110	REYNA ROSALES	1850.94	D373111	ROBERT M STEPHENSON III	4163.71
D373112	MICHAEL J VISCOMI	3800.76	D373113	GIOVANNI ACOSTA	2628.30
D373114	PEDRO R ARELLANO	4636.50	D373115	TIMOTHY R ASHBAUGH	2634.58
D373116	ALFREDO R AVALOS	4462.46	D373117	COLLIN E BAKER	2278.48
D373118	BEAU A BERENGER	3107.94	D373119	RENZO CHUMBE	2257.60
D373120	DARRYL B CORTEZ JR	3124.99	D373121	GARY L COULTER	2677.08
D373122	CHARLIE DANIELEY III	1567.20	D373123	ISAAC DAVILA	2141.71
D373124	RONALD A DOSCHER	688.19	D373125	BROC D DUDLEY	3201.69
D373126	STEPHEN C ESTLOW	1046.80	D373127	JESUS FAJARDO	2192.57
D373128	HECTOR FERREIRA JR	2257.70	D373129	ROBERT D FRESENIUS	1930.72
D373130	JASON S FULTON	2700.96	D373131	JOSEPH P GROSS JR	3434.98
D373132	TRAVIS J HADDEN	2406.85	D373133	JOSE D HERRERA	3940.53
D373134	JASON A HOWARD	2851.71	D373135	KIRK P HURLEY	2220.34
D373136	DONALD J HUTCHINS	3261.03	D373137	NICKOLAS K JENSEN	2869.98
D373138	VICTORIA A JORDAN	81.16	D373139	CHAD B KIM	2336.45
D373140	TIMOTHY P KOVACS	4529.26	D373141	MICHAEL J LANG	3367.88
D373142	ANGELA LEDESMA	2040.67	D373143	RAPHAEL M LEE	818.03
D373144	MARK A LORD	3717.07	D373145	RYAN M LUX	4226.08

\*\*\*\* PAGE TOTAL = 212822.10

D373146	JORGE L MAZON	2759.75	D373147	MICHAEL A MOSER	2252.69
D373148	MITCHEL S MOSSER	3052.81	D373149	JASON S PERKINS	5119.21
D373150	COREY T POLOPEK	2587.15	D373151	SINDY RAMIREZ OROZCO	2798.53
D373152	JOHN E RANEY	3652.94	D373153	THOMAS S REED	2473.40
D373154	AARON T SHIPLEY	2251.43	D373155	SHAYLEN L SIMONS	2297.59
D373156	CHARLES W STARNES	2472.58	D373157	EDGAR VALENCIA	3411.59
D373158	ROYCE C WIMMER	3448.83	D373159	SARAH A WRIGHT	2377.18
D373160	COLE A YNIQUEZ	2378.56	D373161	MARCOS R ALAMILLO	2938.15
D373162	BOBBY B ANDERSON	2988.44	D373163	FRANCISCO AVALOS JR	2230.89
D373164	JOHN F BANKSON	3347.29	D373165	JOSHUA K BEHZAD	2543.71
D373166	EVAN S BERESFORD	2858.93	D373167	TROY F BOWMAN	2413.64
D373168	JEFFREY A BROWN	4455.11	D373169	RYAN V BUSTILLOS	3977.82
D373170	JUAN C CENTENO	3522.29	D373171	JEROME L CHEATHAM	17265.88
D373172	HAN J CHO	3146.31	D373173	BRIAN M CLASBY JR	3452.72
D373174	JULIO C CORTEZ	2932.49	D373175	JUAN L DELGADO JR	3563.51
D373176	KEVIN DINH	2800.58	D373177	TAYLOR M DUARTE	2573.30
D373178	OTTO J ESCALANTE	4873.60	D373179	JOSHUA N ESCOBEDO	2900.84
D373180	MICHELLE N ESTRADA MONSA	2830.41	D373181	GEORGE R FIGUEROA	1808.63
D373182	SEAN M GLEASON	3054.56	D373183	GONZALO GONZALEZ JR	2646.95
D373184	KYLE N HALEY	3114.17	D373185	EFRAIN A JIMENEZ JR	3772.13
D373186	CODY M JOHNSON	2787.50	D373187	ROBERT J KIVLER	2554.94
D373188	ARION J KNIGHT	1894.03	D373189	PETER M KUNKEL	3344.85
D373190	ERICK LEIVA	4166.33	D373191	RAFAEL LOERA JR	2856.19
D373192	JESSE A LUCATERO	2762.00	D373193	ROBERTO MACHUCA	2740.33
D373194	TAYLOR A MACY	2822.16	D373195	GIANLUCA F MANIACI	2416.48
D373196	BRYAN J MEERS	5203.51	D373197	NATHAN D MORTON	1551.40
D373198	PATRICK W MURPHY	2211.09	D373199	PATRICK J MUSCHETTO	2366.09
D373200	JEFFREY C NGUYEN	3227.51	D373201	JOSHUA T OLIVO	3858.68
D373202	STEVEN TRUJILLO ORTIZ	2213.39	D373203	EMMANUEL PEREZ	2136.26
D373204	OMAR F PEREZ	2638.14	D373205	LUIS A QUIROZ	5496.51
D373206	LUIS F RAMIREZ	3300.37	D373207	DANIEL RODRIGUEZ	2600.97
D373208	SEAN M SALAZAR	7503.87	D373209	ALFREDO SALGADO JR.	2164.83
D373210	CHRISTOPHER M SHELGREEN	2610.40	D373211	LEVI JOENIEL SILVA	2671.40
D373212	PAUL W ASHBY	3458.35	D373213	THOMAS A CAPPS	4255.95
D373214	MICHAEL K ELHAMI	2830.63	D373215	SHELBY KEULIAN	1831.21
D373216	DANNY J MIHALIK	3643.25	D373217	JEREMY N MORSE	3126.79
D373218	JASON M MURO	3107.93	D373219	RON A REYES	3030.36
D373220	DANIELLE E RIEDL	2997.85	D373221	ROCKY F RUBALCABA	4095.72
D373222	LINO G SANTANA	3181.83	D373223	DUO XU	1742.99
D373224	JOHN J YERGLER	3408.96	D373225	CHRISTOPHER M EARLE	3065.21
D373226	BENJAMIN M ELIZONDO	5439.17	D373227	KRISTOFER D KELLEY	3227.83
D373228	NICHOLAS A LAZENBY	4089.99	D373229	CHARLES H LOFFLER	5903.04
D373230	BRADLEY A LOWEN	2758.94	D373231	RYAN R RICHMOND	1964.39
D373232	GAREY D STAAL	3394.21	D373233	AARON J COOPMAN	2787.54
D373234	MICHAEL E GERDIN	2558.33	D373235	TROY HALLER	4618.20
D373236	JASON L JOHNSON	3025.79	D373237	RAUL MURILLO JR	4594.62
D373238	ERIC T RUZIECKI	5018.35	D373239	RENE BARRAZA	3440.71
D373240	DEREK M LINK	3254.78	D373241	ADAM D ZMIJA	3910.41

\*\*\*\* PAGE TOTAL = 319209.15

D373242	LISA A BELTHIUS	116.09	D373243	RICHARD O BURILLO	4534.32
D373244	RANDY G CHUNG	121.72	D373245	COURTNEY P CIBOSKY	2867.79
D373246	ADAM B COUGHRAN	241.34	D373247	JOHN DANG	320.27
D373248	CHRISTOPHER C DOVEAS	30.81	D373249	DANIEL S EDWARDS	376.97
D373250	EDWARD K KIM	139.34	D373251	EDUARDO C LEIVA	6071.88
D373252	JOHN O OJEISEKHOBIA	255.39	D373253	CARL J WHITNEY	5499.96
D373254	ANDREW N BUI	273.45	D373255	TANNER C DE PADUA	374.67
D373256	JOSEPH A GARCIA	419.67	D373257	SERGIO J JIMENEZ TAVAREZ	284.46
D373258	RUDY A ROCHA	288.45	D373259	KENTON TRAN	419.67
D373260	CALEB I VAUGHN	424.71	D373261	TYLER D VU	456.71
D373262	KAREN D BRAME	1006.81	D373263	KENNETH L CHISM	1943.16
D373264	PAUL E DANIELSON	660.80	D373265	KORY C FERRIN	11022.13
D373266	JAMES D FISCHER	1189.64	D373267	VICTORIA M FOSTER	1697.14
D373268	THI A HUYNH	2862.73	D373269	KENNETH E MERRILL	462.05
D373270	THOMAS R NADOLSKI	1795.88	D373271	JACOB J NEELY	1724.88
D373272	JOSEPH N PANELLA	1724.88	D373273	DOUGLAS A PLUARD	4126.69
D373274	RICHARD A ALVAREZ BROWN	3018.21	D373275	RAY E BEX	4380.32
D373276	FLOR DE LIS ELIZONDO	1318.83	D373277	PATRICIA C FLINN	2632.31
D373278	BAO TINH THI LE	1269.84	D373279	RAQUEL D MATA	1521.00
D373280	REBECCA S MEES	3554.14	D373281	JOHN E REYNOLDS	4805.93
D373282	JONATHAN B WAINWRIGHT	3465.28	D373283	DAVID C YOUNG	3496.34
D373284	MARIA A ALCARAZ	1956.51	D373285	MADELINE M ALVARADO	2056.91
D373286	MARIA S ATWOOD	1832.90	D373287	RYAN S BERLETH	2050.78
D373288	BRITTANEE N BRANTNER	2004.58	D373289	CARISSA L BRUNICK	1745.34
D373290	TAMMY L CHAURAN HAIRGROV	1759.75	D373291	JACINTA F CHOWDHURY	2031.49
D373292	KRISTINA L CORNETT	1807.21	D373293	RUSSELL B DRISCOLL	1771.75
D373294	VERONICA FRUTOS	1594.40	D373295	DAVID L GEORGE	2435.94
D373296	PINKY C HINGCO	3069.75	D373297	LINDALINH THU LY	1676.19
D373298	MARIA C MCFARLANE	2398.93	D373299	DAWN M MONTOYA	1874.17
D373300	TRINA T NGUYEN	2392.09	D373301	JENNIFER V ROMBOUGH	2421.08
D373302	KIMBRA S VELLANOWETH	1892.25	D373303	CHRYSTAL L WEYKER	1555.58
D373304	SHANNON M YELENSKY	1713.96	D373305	SANDRA M ARROYO	2275.55
D373306	SHYLER R.D. CHAPPELL	2279.79	D373307	JENNIFER A DIX	2830.74
D373308	KATHERINE M FRANCISCO	2240.15	D373309	AMANDA B GARNER	2297.05
D373310	ARCHIE GUZMAN	3112.77	D373311	LAUREN M LADD	2238.26
D373312	ROBERT D LUX	2929.71	D373313	MELISSA MENDOZA CAMPOS	2426.61
D373314	BRANDY J PARK	3133.12	D373315	CRISTINA V PAYAN	2846.48
D373316	JENNIFER M RODRIGUEZ	2259.07	D373317	TANYA L SAMOFF	2381.95
D373318	SUSAN A I SEYMOUR	2407.77	D373319	NICOLE D SHORROW	3756.70
D373320	DANNY J SOSEBEE	2405.90	D373321	MARSHA D SPELLMAN	2810.40
D373322	SPENCER T TRAN	2394.68	D373323	SANTA WARDLE	1941.17
D373324	CHERYL L WHITNEY	2716.06	D373325	DANIEL A CAMARA	2560.22
D373326	RICHARD E DESBIENS	1630.01	D373327	JAMES D FRANKS	3200.64
D373328	PETE GARCIA	2607.99	D373329	ROBERT J GIFFORD	3043.43
D373330	STEVEN H HEINE	1750.72	D373331	WILLIAM T HOLLOWAY	3570.18
D373332	GERALD F JORDAN	2857.59	D373333	JOSEPH L KOLANO	8402.56
D373334	LEA K KOVACS	2740.40	D373335	DAVID LOPEZ	3492.85
D373336	STEVEN W LUKAS	1940.87	D373337	MARIO MARTINEZ JR	4195.43

\*\*\*\* PAGE TOTAL = 218915.04

D373338	ADAM C NIKOLIC	4924.18	D373339	LUIS A PAYAN	2605.46
D373340	TERRA M RAMIREZ	2324.37	D373341	CHRISTIN E ROGERS	2919.09
D373342	BRIAN T STROUD	4606.30	D373343	PAUL M TESSIER	3024.82
D373344	TUONG-VAN NGUYEN VU	1927.67	D373345	DENNIS WARDLE	2903.72
D373346	SUMMER A BOGUE	2081.33	D373347	ERIC A QUINTERO	510.51
D373348	JANNA K BRADLEY	4243.32	D373349	MARY C CERDA	2095.20
D373350	BRANDI M HART	663.00	D373351	LIANE Y KWAN	3318.84
D373352	JANY H LEE	3666.75	D373353	SHERILL A MEAD	2318.73
D373354	STEPHANIE E RICHARDS	1897.12	D373355	CAITLYN M STEPHENSON	2955.95
D373356	LAURA J STOVER	4620.56	D373357	ANNA L GOLD	1929.49
D373358	KATRENA J SCHULZE	520.81	D373359	MATTHEW T SWANSON	1708.80
D373360	ANTHONY VALENZUELA	1514.80	D373361	CANDY G WILDER	1951.02
D373362	STEVEN F ANDREWS	2361.50	D373363	TERENCE S CHANG	2636.10
D373364	VERNA L ESPINOZA	1975.84	D373365	CESAR GALLO	2739.56
D373366	ERNIE E HINGCO	1845.49	D373367	GEOFFREY A KLOESS	3500.17
D373368	RACHOT MORAGRAAN	3729.42	D373369	NOEL J PROFFITT	3255.91
D373370	ANAND V RAO	4860.18	D373371	ROD T VICTORIA	2322.58
D373372	TERREL KEITH WINSTON	3518.88	D373373	O.C.E.A. GENERAL	2375.20
D373374	O.C.E.A.	1089.61	D373375	POLICE ASSN	16064.40
D373376	SO CAL CREDIT UNION	42494.00	D373377	SOUTHLAND CREDIT UNION	4251.94
W2750	GREAT WEST LIFE 457 #340	98305.71	W2751	GREAT WEST LIFE OBRA#340	2253.51
W2752	INTERNAL REVENUE SERVICE	303725.84	W2753	EMPLOYMENT DEVELOPMENT D	93692.73

\*\*\*\* PAGE TOTAL = 658230.41

TOTAL CHECK PAYMENTS 18  
 TOTAL DIRECT DEPOSITS 598  
 TOTAL WIRE PAYMENTS 4  
 GRAND TOTAL PAYMENTS 620

32,822.82  
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 497,977.79  
 .....  
 2,019,518.25

Checks #184299 thru #184316, and Direct Deposits #D372780 thru #D373377, and wire #W2750 thru #W2753 presented in the Payroll Register submitted to the Garden Grove City Council 08 DEC 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:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Award a contract for City Project No. 2163101280 Garden Grove Park Improvements Revised to Land Forms Landscape Construction, Inc. (Cost: \$750,321) ( <i>Action Item</i> )		
Date:			

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**OBJECTIVE**

For the City Council to award a contract for City Project No. 2163101280 - Garden Grove Park Improvements Revised to Land Forms Landscape Construction, Inc.

**BACKGROUND**

In April 2020, staff was informed that there were CDBG funds available for a parks and facilities capital improvement project. Staff identified Garden Grove Park as an eligible location for CDBG grant funds. Staff then prepared a scope of work that included the demolition of the large picnic pavilion and the three small picnic shelters, and the construction of ADA accessible sidewalks, slabs, new picnic pavilion, three new picnic shelters, tables, benches, barbeque grills, new playground equipment and surfacing, playground shade canopies, and electrical improvements that will allow for additional security lighting.

On September 22, 2020, City Council approved staffs' request to reject the 14 bids that were received on August 31, 2020. The project bids were rejected as it was determined that there needed to be modifications to the scope of work. The playground equipment was removed from this project, as the designs that were submitted with the project bids, at lowest bid, did not meet staffs' standards. The designs that did meet staffs' standards were above the anticipated budget.

Following City Council approval, staff prepared a revised scope of work that did not include the playground equipment, playground surface and playground shade units.

**DISCUSSION**

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100.

Seventeen (17) bids were received and opened by the City Clerk's office on October 21, 2020, at 11:00 a.m. On November 9, 2020, staff notified the lowest bidder, Renew Age Energy Solutions Inc., that their bid proposal was nonresponsive as it did not meet the minimum requirement of five (5) years' experience installing structures similar to the 72' hexagonal pavilion as outlined in the project specifications. Staff proceeded to review the bid documents submitted by the second lowest qualified contractor, Land Forms Landscape Construction, Inc., with a total bid of \$750,321.00. This bid amount is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

Award Contract - November 24, 2020

Begin Pre Construction (estimated) - December 7, 2020

Complete Construction (estimated) - June 4, 2021

#### FINANCIAL IMPACT

There is no financial impact the City's General Fund. This improvement is included in the Community Services Capital Improvement Budget and is funded by Community Development Block Grant (CDBG) and Citywide Park Fee funds.

#### RECOMMENDATION

It is recommended that the City Council:

- Award a contract for City Project No. 2163101280 Garden Grove Park Improvements Revised, in the amount of \$750,321, to Land Forms Landscape Construction, Inc.; and
- Authorize the City Manager to execute the agreement on behalf of the City, and to make minor modifications as appropriate.

By: Janet Pelayo  
Community Services Manager

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
Bid Summary List	11/10/2020	Backup Material	Bid_Summary_List_-_GGP_10-21-20.pdf
Construction Contract	11/13/2020	Agreement	C_O_N_S_T_R_U_C_T_I_O_N___A_G_R_E_E_M_E_N_T_-_Land_Forms_Landscape_Construction__Inc..docx

**CITY OF GARDEN GROVE  
COMMUNITY SERVICES DEPARTMENT**

**BID SUMMARY SHEET**

**FOR**

**PROJECT NO. 2163101280 GARDEN GROVE PARK IMPROVEMENTS REVISED**

**BID OPENING: DATE: October 21, 2020**

**TIME: 11:00 A.M.**

	<b><i>Bidder's Name</i></b>	<b><i>Total Bid</i></b>
1	<b><i>Renew Age Energy Solutions</i></b>	<b><i>\$616,755.00</i></b>
2	<b><i>Land Forms Landscape Construction, Inc.</i></b>	<b><i>\$750,321.00</i></b>
3	<b><i>Micon Construction, Inc.</i></b>	<b><i>\$798,733.00</i></b>
4	<b><i>JMJ Construction</i></b>	<b><i>\$809,637.00</i></b>
5	<b><i>CEM Construction &amp; Landscape, Inc.</i></b>	<b><i>\$811,388.00</i></b>
6	<b><i>Deark E&amp;C, Inc.</i></b>	<b><i>\$878,723.00</i></b>
7	<b><i>Green Contractor Studio, Inc.</i></b>	<b><i>\$882,524.00</i></b>
8	<b><i>United Construction &amp; Landscape, Inc.</i></b>	<b><i>\$888,206.24</i></b>
9	<b><i>SDC Engineering, Inc.</i></b>	<b><i>\$911,235.22</i></b>
10	<b><i>KASA Construction</i></b>	<b><i>\$948,337.00</i></b>
11	<b><i>Aid Builders Inc.</i></b>	<b><i>\$1,024,721.00</i></b>
12	<b><i>Thomco Construction Inc.</i></b>	<b><i>\$1,044,765.00</i></b>
13	<b><i>Act 1 Construction, Inc.</i></b>	<b><i>\$1,073,535.00</i></b>
14	<b><i>CALIBA, Inc.</i></b>	<b><i>\$1,098,048.00</i></b>
15	<b><i>NR Development, Inc.</i></b>	<b><i>\$1,141,500.00</i></b>
16	<b><i>Griffith Company</i></b>	<b><i>\$1,163,596.00</i></b>
17	<b><i>Fast Track Construction Corporation</i></b>	<b><i>\$1,903,000.00</i></b>

# CONSTRUCTION AGREEMENT

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**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **LAND FORMS LANDSCAPE CONSTRUCTION, INC.**, hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **GARDEN GROVE PARK IMPROVEMENTS REVISED, CITY PROJECT NO. 2163101280 REVISED.**

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, the Federal Department of Housing and Urban Development is providing partial funding for this Contract to CITY through a Community Development Block Grant;

WHEREAS, CITY has solicited bids for a capital improvement project, hereinafter referred to as "PROJECT," more fully described as GARDEN GROVE PARK IMPROVEMENTS REVISED, CITY PROJECT NO. 2163101280., in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. **STATEMENT OF WORK ACCEPTANCE OF RISK**

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. **ACCEPTANCE OF CONDITIONS OF WORK PLANS AND SPECIFICATIONS**

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that



CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

- A. This Agreement;
- B. Bonds covering the work herein agreed upon;
- C. All bid documents, including the Notice Inviting Bids, the Special Instructions to Bidders, the CONTRACTOR's proposal, (attached as Exhibit "A"), "Form HUD-4010," the Federal Labor Standards Provision of the United States (attached as Exhibit "B"), and "Standard Federal Equal Employment Opportunity Construction Contract Specifications," as established by Federal Executive Order 11246 (attached as Exhibit "C").
- D. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Community Services of CITY (hereinafter referred to as "DCS"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DCS, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

### 3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed ***Seven Hundred and Fifty Thousand Three Hundred Twenty One Dollars (\$750,321.00)***, as set forth in the Contract Documents, to be paid as provided in this Agreement.

### 4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within ***One Hundred Twenty (120) working days*** from the day the Notice to Proceed is issued by DCS, excluding delays provided for in this Agreement.

### 5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the

right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

## 6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DCS. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DCS may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DCS, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DCS.

When directed to change the work, CONTRACTOR shall submit immediately to DCS a written cost proposal reflecting the effect of the change. Should DCS not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DCS and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

## 7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

## 8. BONDS

CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

## 9. WARRANTIES

The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other

work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

#### 10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

#### 11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **Eighteen hundred Dollars (\$1,800.00)** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DCS shall grant a further period of time), notify DCS in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DCS shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

## 12. DEMANDS FOR ADDITIONAL TIME OR MONEY

### A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

(a) A time extension;

(b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;

(c) Payment of an amount the CITY disputes;

(d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;

(e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or

(f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DCS (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DCS shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DCS shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DCS in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DCS's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the Community Services Director in writing, either within fifteen (15) days of receipt of the Community Services Director's response or within fifteen (15) days of the DCS's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DCS shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and

CONTRACTOR are unable to reach a mutual agreement, then the City Project Manager shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

### 13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DCS may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DCS shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

### 14. PROGRESS PAYMENTS

Each month DCS will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DCS, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DCS finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DCS, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DCS, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

### 15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit

therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DCS its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

19. INSURANCE

COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CG 20 26 07 04 & Form CG 20 37 07 04 or equivalent) (Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CA 20 48 02 99 or equivalent) (Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted

and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$5,000,000 combined single limit for bodily injury and property damage.
Professional Liability	Not less than \$1,000,000 per occurrence for errors and omissions .
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

## 20. CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVIS-BACON ACT.

A. General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."



B. Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. Calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Project Manager. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

I. Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

21. TERMINATION

This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

Upon receipt of a termination action, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

## 26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

### TO CITY:

City of Garden Grove  
ATTN: Janet Pelayo  
11222 Acacia Parkway  
Garden Grove, CA 92840  
(714) 741-5200 Phone

### TO CONTRACTOR:

Land Forms Landscape Construction, Inc.  
ATTN: Luke Alvarado  
15375 Barranca Pkwy., Suite A-110  
Irvine, CA 92618  
(949) 656-8547

## 27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

## 28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

## 29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

## 30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in Orange County.

32. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

33. CONSENT

Where CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

36. ENTIRETY

The foregoing, and **Exhibits "A" through "C" attached hereto**, set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties. .

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

## 37. FHWA-1273 REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

FHWA-1273 -- Revised May 1, 2012

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor

Performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially

involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the

collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the

project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the

appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the

Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses



and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship

Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable

predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a

subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under

construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is

normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_

**Scott C. Stiles**  
**City Manager**

**ATTEST:**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**"CONTRACTOR"**

**Land Forms Landscape Construction, Inc.**

CONTRACTOR'S State License No. **712339**  
(Expiration Date: 09/30/2021)

\_\_\_\_\_  
By:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

## **EXHIBIT B**

(Form HUD-4010, the Federal Labor Standards Provision of the United States)  
Federal Labor Standards Provisions U.S. Department of Housing and Urban Development  
Office of Labor Relations

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### 1 Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the

action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215\* 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (I)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in



Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number)- The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsors or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-01 49.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(II)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3-(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

Expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(i) Trainees- Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved-

(ii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs I through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.1 2. .

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C- 1001 . Additionally, U.S- Criminal Code, Section 1 01 0, Title 1 8, U.S.Cs, "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration. makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both-

I I . Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer. .

B. Contract Work Hours and Safety Standards Act The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000- As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor

responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1 ) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (I) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (I) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **EXHIBIT C**

### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin)
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban Central or South American, or other Spanish Culture or origin, regardless of race)
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands)
    - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
2. Whenever the Contractor or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it must physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice that contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) must be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor must implement the specific affirmative action standards provided in Section VII, Paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract must apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractors obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor must take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor must document these efforts fully and must implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all sites at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor must specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant; and minority and female referral from a union, a recruitment source or community organization; and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor; this must be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the director when the union or unions with which the Contractor has a collective bargaining agreement have not

referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities or participate in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor must provide notice of these programs to the sources compiled under Section VII 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with onsite supervisory personnel such as superintendents, general foreman etc., prior to the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations: to schools with minorities and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor must send written notification to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities must be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of the affirmative action obligations (Section VII 7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section VII 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is underutilized).
  10. The Contractor must not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  11. The Contractor must not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
  12. The Contractor must carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.



13. The Contractor must designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easy understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, must implement specific affirmative action steps, at least as extensive as those standards prescribed in Section VII 7, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive order, the implementing regulations, or these specifications, the director will proceed in accordance with 41 CFR Section 604.8.
15. Nothing herein provided will be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



**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 for IFB No. S-1274 On-Call Reclaimed Asphalt Pavement Slurry Seal for various city streets to American Asphalt South. (Cost: \$750,000) (*Action Item*) Date: 11/24/2020

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**OBJECTIVE**

For the City Council to award a contract for IFB No. S-1274 On-Call Reclaimed Asphalt Pavement (RAP) Slurry Sealing on various city streets to American Asphalt South.

**BACKGROUND**

Selected streets for the On-Call RAP Slurry Sealing Project (including Option A) have been identified, reviewed, and all necessary preparation work has been completed. Option A is for asphalt cold milling, pulverization, trucking, street sweeping and operator services.

**DISCUSSION**

In response to prescribed bidding procedures, four (4) bids were received and deemed responsive. The bid results are as follows:

COMPANY NAME	BID	Option A
American Asphalt South Fontana, CA	\$535,800	\$10,714
Pavement Coatings, Co. Mira Loma, CA	\$720,000	\$9,761
All American Asphalt Corona, CA	\$870,000	\$10,150
Roy Allen		

Santa Fe Springs, CA    \$870,000    \$12,666

Option A was bid per-hour on various types of operated equipment that the contractor will have occasion to utilize on various applications throughout the year. It is anticipated staff will need a total of \$214,200 per year for the equipment and operators specified in Option A. For bidding purposes only, the pricing matrix is representative of a total of all machines for one (1) hour period. Staff has examined the bids received and determined that the lowest responsive bidder is American Asphalt South. Staff has researched the proposed contractor's service history, finding no negative issues in customer service.

#### FINANCIAL IMPACT

Funding for this project is available in the Street Division Budget for FY 2020/2021. A termination clause has been included in the contract, should funding become unavailable.

#### RECOMMENDATION

It is recommended that the City Council:

- Award a contract, in the amount of \$535,800 that includes Option A in the amount of \$214,200, for IFB No. S-1274 On-Call Reclaimed Asphalt Pavement (RAP) Slurry Sealing on various city streets to American Asphalt South;
- Approve four optional years for a total five year term; and
- Authorize the City Manager to execute the agreement and option year agreements, on behalf of the City and make minor modifications as appropriate.

By: Raul Leyva, Streets Supervisor

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
Contract	11/3/2020	Agreement	Contract.pdf

## **SECTION 4 - AGREEMENT**

### **PROJECT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **American Asphalt South, Inc.**, hereinafter referred to as ("CONTRACTOR").

#### **RECITALS:**

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.

CITY desires to utilize the services of Furnish all Labor, Material, Tools and Equipment for the 2021 On-Call (RAP) Reclaimed Asphalt Pavement Slurry Seal and Asphalt Cold Milling.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

#### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows:  
Compensation under this agreement shall be a Not to exceed (NTE) amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00), for the first year, of which \$535,800.00 is for Part I, Type II RAP Slurry, and \$214,200.00 is for the equipment and operators in Option A, payable in arrears and in accordance with Bid Proposal (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice for work completed. All work shall be in accordance with Bid No. S-1274 and the Plans and Specifications (Attachment A), which are attached and are hereby incorporated by reference.

Pricing shall remain firm for the first year of the performance period. For the second year, Contractor may request an increase for material only. Thereafter, contractor may request pricing increase prior to the signing of each option year.

Contractor may receive additional compensation for material increases based upon The California Statewide Paving Asphalt Price Index when an increase in materials exceeds five percent (5%) for the month in which bid opening for the project occurred. To exercise this option the Contractor must notify the City of its intent by Certified mail prior to initializing any portion of the project(s) affected by the proposed material cost increase(s). The City shall then have the option of

increasing the rate of compensation, decreasing the scope of work, or terminating the agreement.

- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

**"Project"** as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to City's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

- 4.2 **Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

- 4.3 **Project.** The PROJECT is described as of Furnish all Labor, Material, Tools and Equipment for the 2021 On-Call (RAP) Reclaimed Asphalt Pavement Slurry Seal and Asphalt Cold Milling.

- 4.4 **Plans and Specifications.** The work to be done is described in a set of detailed Plans and Specifications for: of Furnish all Labor, Material, Tools and Equipment

for the 2021 On-Call (RAP) Reclaimed Asphalt Pavement Slurry Seal and Asphalt Cold Milling.

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.

**4.5 Time of Commencement and Completion.** The performance period shall be for one (1) year from Notice to Proceed with four (4) one year options to renew. The contract may be extended one year at a time, at the sole option of the CITY, to a maximum of five (5) years. CONTRACTOR agrees to commence the Project within TEN (10) calendar days from the date set forth in the "Notice to Proceed.

**4.6 Time is of the Essence.** Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

**4.7 Excusable Delays.** CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

City shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The CITY'S decision will be conclusive on all parties to this Contract.

**4.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

#### **4.9 Changes in Project.**

**4.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;
- c. in the City-furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.

**4.9.2** A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.

**4.9.3** Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.

**4.9.4** If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives



written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

- 4.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.
- 4.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 4.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.
- 4.10 Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.
- 4.11 Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive

month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

**4.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to California Public Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

**4.13 Completion.** CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

**4.14 Contractor's Employee Compensation.**

**4.14.1 General Prevailing Rate.** CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question.

**4.14.2 Forfeiture for Violation.** CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

**4.14.3 Apprentices.** Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involves less than thirty thousand dollars (\$30,000.00).

**4.14.4 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

**4.14.5 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

#### **4.14.6 CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL RECORDS; JOB SITE POSTING**

4.14.6.1 **Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

4.14.6.2 **Payroll Records.** CONTRACTOR shall maintain accurate payroll records and shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6.3 **Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).

4.14.6.4 **Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

**4.15 Surety Bonds.** CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. The Surety Company must have an AM Best rating of A- VII or better.

#### **4.16 Insurance.**

**4.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

**4.16.2** CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and *provide Employers Liability in an amount not*

*less than \$1,000,000.* The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

**4.16.3** 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.

**4.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without 30 days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance in force until the work under this contract is satisfactorily and fully completed to the satisfaction of the CITY. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).

**4.16.5** 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. Contractor shall also provide a waiver of subrogation for each policy.

**4.16.6** INSURANCE AMOUNTS. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

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

- (b) Automobile liability in an amount not less than \$1,000,000 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) Excess liability, follows form coverage, shall be provided for any underlying policy that does not meet the insurance requirements set forth herein.**(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 4.16.6 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide coverage under the excess liability policy in 4.16.6 (d). Policy must be a follows form excess/umbrella policy. CONTRACTOR shall provide the schedule of underlying polices for an excess liability policy, state that the excess policy follows form on the insurance certificate, and provide an additional insured endorsement for the excess liability

policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds.

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 for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and 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.

**4.17 Risk and Indemnification.** All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the *active negligence* or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

**4.18 Termination.**

**4.18.1** This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

**4.18.2** If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be

made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

**4.18.3** Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

**4.18.4** Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

**4.19 Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

**4.20 Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, *each party shall be responsible for their own attorneys' fees, costs and necessary expenses.* If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of



the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

**4.21 Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY:                   City of Garden Grove  
                                  City Attorney  
                                  11222 Acacia Parkway  
                                  Garden Grove, California 92840

To CONTRACTOR: American Asphalt South, Inc.  
                          Attention: Lyle Stone, Secretary  
                          14436 Santa Ana Avenue  
                          Fontana, CA 92337

\\\\\\

(Agreement Signature Block on Next Page)

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

Date:\_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

**By:** \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

Date:\_\_\_\_\_

**"CONTRACTOR"**  
**American Asphalt South, Inc.**

Contractor's State Lic. No.\_\_\_\_\_

Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

**ATTACHMENT "A"**

**SPECIFICATIONS FOR IFB NO. S-1274**

**Furnish all Labor, Material, Tools, Equipment and  
Incidentals for 2021 On-Call Reclaimed Asphalt Pavement  
(RAP) Slurry Seal and Asphalt Cold Milling**

## **IFB NO. S-1274**

### **Furnish all Labor, Material, Tools, Equipment and Incidentals for 2021 On-Call Reclaimed Asphalt Pavement (RAP) Slurry Seal and Asphalt Cold Milling**

#### **SCOPE OF WORK**

This is a two (2) part project for one (1) year with four (4) one-year options to renew. Both Part I and Option A **must** be included in all bids per the specifications set forth to be considered a responsive bid. The lowest responsible bid will be based on the pricing submitted for Part I. The City reserves the right to include Option A as part of the contract.

Part I shall consist of furnishing and placing of Type II Recycled Asphalt Pavement (RAP) Slurry Seal on various streets within the City of Garden Grove on a "per square foot" basis. The annual square footage will be 3,000,000. This is for an "ON-CALL" service on various streets throughout the City and on various projects/phases throughout the term of the contract. Minimum quantities per project will be 40,000 sq. ft or the compensated equivalent of 40,000 sq. ft. per project.

Option A is for ON-CALL Asphalt cold milling, pulverization, trucking, street sweeping and operator services on various streets throughout the City and on various projects/phases throughout the term of the contract.

#### **CONTRACTOR'S LICENSE REQUIREMENTS:**

Bidders shall submit at least **one of the following** current licenses with their bid proposal as required in the Technical Specification of this document and in accordance with Section 3300 of the State Code.

1. Class A-General Engineering Contractors License, or
2. C12-Earthwork and Paving Contractors, or
3. C32-Parking and Highway Improvement Contractors

## **PART I**

### **SPECIAL PROVISIONS**

#### **1. WORK TO BE DONE**

The work shall consist of formulating a mix design, cleaning pavement surfaces, mixing and applying a reclaimed asphalt pavement (RAP) slurry-seal surface treatment, and protecting the completed slurry seal until set. The completed slurry seal shall leave a homogenous mat, adhere firmly to the prepared surface, and have a skid resistant surface texture. All work shall be in accordance with the "Greenbook", Standard Specifications for Public Works Construction, latest edition, unless otherwise described herein. All work shall be done in a workman-like manner, within the prescribed time limits, and as directed by the engineer. As used throughout this specification, the term "Engineer" shall mean the Director of Public Works or his designated representative.

#### **ENGINEERING AND CONTROL**

Control of the work shall be in accordance with the following:

- A. The Contractor shall give twenty-four (24) hour notice, in writing, prior to requesting the City Engineer, or his designated agent's services, for laying out any portion of the work
- B. In case of conflict between the various contract documents, the order of precedence shall be as follows:
  - 1) General Conditions
  - 2) Special Provisions
  - 3) Construction Plans
  - 4) The Greenbook Standard Specifications for Public Works Construction (per latest edition)
  - 5) Caltrans Traffic Manual (per latest edition)
- C. The standard specifications shall apply to all phases of work not controlled by documents 1 through 5 above.
- D. In case of conflict between the specifications and the instructions and conditions of the invitation to bid, the specifications shall have precedence.

#### **2. LABORATORY EVALUATION AND REPORT**

### General:

Before work commences, the Contractor shall submit a signed original of a mix design covering the specific materials to be used on the project. This design must have been performed by a qualified, independent laboratory. Previous lab reports covering the exact materials to be used may be accepted provided they were made during the calendar year. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

### **RAP Slurry Seal (Reclaimed Asphalt Pavement Slurry Seal)**

#### **GENERAL**

Polymer Emulsion – Reclaimed Asphalt Pavement Slurry Seal (RAPSS) shall consist of a stable mixture of polymer modified asphalt emulsion (PMAE), reclaimed asphalt pavement(RAP), water and retarding or accelerating additives proportioned, mixed and uniformly spread over a properly prepared surface or pavement where shown on the plans, as specified in this specification, and as directed by the Engineer.

#### **MATERIALS**

The materials for slurry seal immediately prior to mixing shall conform to the following requirements

#### **POLYMER MODIFIED ASPHALT EMULSION (PMAE)**

Polymer modified asphalt emulsion shall be a quick-setting Type PMCS-1h asphalt emulsion. The emulsion shall be homogeneous in color throughout and show no separation after thorough mixing. It shall break and set on the aggregate within 5 minutes and shall be ready for vehicular traffic in 60 minutes. The PMAE shall meet the following requirements:

<b>TESTS ON EMULSION</b>	<b>TEST METHOD</b>	<b>TYPICAL RESULTS</b>	<b>SPECS. MIN. MAX</b>
<i>Viscosity 77°F, SFS</i>	ASTM D244	22	15 100
Sieve test w%	ASTM D244	0.01	0.1
Residue from distillation	ASTM D244	61.5	57.0
Particle Charge Test	ASTM D244		Positive
<b>TESTS ON RESIDUE FROM DISTILLATION</b>			
Penetration 77°F, dmm	ASTM D5	52	40 90
Ductility 77°F, dmm	ASTM D113	100+	40
Solubility in TCE, w%	ASTM D2042	99+	97.5
Torsional Recovery, %, min.	CA332	22	18

The polymer used in the manufacture of polymer modified asphaltic emulsions shall be at the option of the Contractor, either neoprene, or a copolymer of butadiene and styrene. The polymer shall be added to the water/soap phase by injection prior to the mill manufacture of the asphalt emulsion. The amount of polymer solids shall be three percent (3%) of the asphalt residual content and shall be certified by the

emulsion producer on each load of emulsion delivered to the job site. Samples of polymer may be required and shall conform to the following requirements.

Test	Requirement
Total Solids, min %	60
Bound Styrene %	24 – 60
pH at 25 Degrees C	4.2 – 5.2
Brookfield Viscosity RVT	1000 – 4000
Residual Monomer %	0.08 max.

## RAP AGGREGATE

RAP Aggregate shall consist of sound, durable, milled and/or crushed reclaimed asphalt pavement. The material shall be free from vegetable matter, loop wires, paving fabric, crushed concrete, brick and other deleterious substances. When tested in accordance with ASTM C136 and ASTM C117 the percentage composition by weight of the RAP shall conform to the following grading:

Sieve Size	Percent Passing <sup>1</sup>	Percent Passing <sup>2</sup>
3/8" (9.5 mm)	100	100
No. 4 (4.75mm)	95-100	95-100
No. 8 (2.36 mm)	65-85	70-90
No. 16 (1.18 mm)	35-60	50-75
No. 30 (600 um)	18-38	35-55
No. 50 (330 um)	8-25	22-40
No. 100 (150 um)	5-20	13-38
No. 200 (75 um)	2-12	10-20
Residual Asphalt Content <sup>3</sup>		6.5.% Min. (Based on dry weight of aggregate)

1. On unextracted RAP.  
6307.

2. On extracted RAP.

3. Determined by Binder Ignition ASTM

The RAP shall conform to the following quality requirements:

Test	Test Method	Requirement
Sand Equivalent	ASTM D2419	60 Min.
Durability Index		55 Min.
Soundness	ASTM C88	15% Max. Using Na <sub>2</sub> SO <sub>4</sub> *
Abrasion Resistance	ASTM C131	35% Max. After 500 Revolutions. *

\* On RAP Source Retained on Number 4 Sieve.

## WATER

Water shall be potable, free of harmful soluble salts and shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is in place.

## ADDITIVES

Additives may be used, as approved by the Engineer to accelerate or retard the break-set of the slurry seal or to improve the resulting surface.

## MIX DESIGN

At least 7 working days before slurry seal placement commences, a certified job mix design shall be submitted by the Contractor for approval by the Engineer that conforms to the specification limits, and that is suitable for the traffic, climate conditions, curing conditions and final use. The report shall clearly show the proportions of reclaimed asphalt aggregate, water (min. and max.), additive(s) (usage) and asphalt emulsion based on the dry weight of the reclaimed asphalt aggregate. A laboratory capable of performing the applicable International Slurry Seal Association (ISSA) tests shall perform the tests and mix design. All components used in the mix design shall be representative of the materials proposed by the Contractor to be used on the project. The proposed slurry seal mixture shall conform to the requirements specified when tested in accordance with the following tests:

Test	ISSA Test Method	Requirement
Wet Track Abrasion Loss $\text{g/m}^2$ ( $\text{g/ft}^2$ )	TB100	650 max.(60)
Slurry Seal Consistency (mm)	TB106	30 max.
Wet Stripping	TB114	Pass (90% min.)
Mix time	TB113	Controllable to 180 seconds min. at the maximum expected air temperature at the site during application.
Wet Cohesion Test (kg-mm)	TB139	120 at 30 minutes minimum

The component materials shall be within the following limits:

Component	Amount
Emulsion	10.0% - 14.0%
Residual Asphalt	12.5% min.
Additives	As needed.
Water	As needed to achieve proper mix consistency.

Water, and retarder if used, shall be added to ensure proper workability and permit uncontrolled traffic on the slurry seal within 1 hour after placement without the occurrence of bleeding, raveling, separation or other distress.

## MIXING AND SPREADING EQUIPMENT

The slurry seal shall be mixed in a self-propelled mixing machine equipped with sufficient storage capacity for the recycled asphalt aggregate, polymer modified asphalt emulsion, additives and water. The mixing machine shall be equipped with individual volume or weight controls for automatically proportioning and accurately delivering in proper sequence the material to a continuous flow pug mill for mixing. Each material control device shall be calibrated, properly marked, preset and lockable at the direction of the Engineer. Calibrated flow meters shall be provided to measure both the addition of water and asphalt emulsion to the pug mill. Concrete transit mixer trucks shall not be used.

The slurry mixture shall be uniformly spread by means of a controlled spreader box. The spreader shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in



contact with the pavement to prevent loss of slurry from the box. The box shall have baffles, or other suitable devices, to insure uniform application on super-elevated sections and shoulder slopes. The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown shapes so as to apply a uniform slurry seal. The spreader box shall be maintained in such a manner as to prevent chatter (wash boarding) or other surface defects that will affect the esthetic value of the finished slurry seal mat. The mixing machine shall be equipped with a water pressure system and nozzle type spray bars to provide a water spray immediately ahead of the spreader box.

## **PLACING**

The slurry seal shall be placed only when the atmospheric temperature is at least 50°F (10°C) and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time. Slurry seal shall not be placed on the surface of a street after 3:00 p.m. of the workday, unless otherwise authorized by the Engineer. The slurry seal shall be placed at an application rate of 12 to 15 pounds per square yard.

Areas, which cannot be reached by the spreader box, shall be surfaced with hand squeegees to provide complete and uniform coverage. The area to be hand worked shall be lightly dampened prior to mix placement. The same type of finish as applied by the spreader box shall be required.

Prior to the slurry sealing operations, the Contractor shall remove all existing thermoplastic striping, legends and raised pavement markers within the slurry seal limits and apply temporary tabs where striping removal has taken place.

Immediately prior to the slurry sealing operations, the Contractor shall sweep the entire surface with vacuum assisted power brooms or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material.

Before slurry seal operations, all manholes covers, flush inlet covers, monument covers and all other utility covers to remain shall be protected by covering the surface with an appropriate paper or plastic sheeting, cut to fit or by other methods approved by the Engineer. All traces of the cover and slurry seal shall be removed by the end of the same workday. The joint between the edge of the pavement and the concrete gutter shall be sealed by the slurry seal by overlapping the concrete gutter edge and concrete gutter no more than one (1) inch.

The Contractor shall not use sand on the fresh slurry seal for vehicle crossings at intersections and at driveways. The edges of the limits of the slurry seal application on both sides of the street shall be maintained in a neat and uniform line. The Contractor shall refrain from using diesel fuel, gasoline or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of the diesel fuel or solvent on new or existing pavement, curbs and gutters, parkways or other improved areas.

**The applied RAP slurry seal shall be rolled with a minimum of three passes with a pneumatic roller prior to opening to traffic.**

At least 2 days prior to the beginning of slurry seal operations, the Contractor shall notify all affected property owners, residents, businesses and agencies by an approved, written notice detailing streets and limits of work to be done and the hours of work. The Contractor shall, prior to the beginning of slurry seal operations, post all streets that are to be worked upon with approved "No Parking – Tow Away" signs at 100 feet intervals. These shall also state the day of the week and hours of no parking.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the existing surface and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of the vehicles. Basis for rejection of improperly placing slurry seal includes, but is not limited to, striation of surface, "balling" of material due to quick-set and tracks of unauthorized vehicles, bicycles and pedestrians.

### **MEASUREMENT and PAYMENT**

Slurry seal will be measured and paid for by the square foot and predicated upon the proper spread rate per ton. The contract price paid per square foot for slurry seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the furnishing and placing of the slurry seal complete in place, including cleaning the surface and protecting the slurry seal until it has set, as specified in these specifications and as directed by the Engineer.

### **3. EQUIPMENT**

#### **General:**

Prior to the award of the contract, the apparent successful bidder shall allow inspection, by City personnel, of the vehicles designated for the project. Those vehicles that pass inspection will have their I.D. numbers recorded and will be the only vehicles allowed to work on the project. Quality and safety of equipment will have a bearing on the award of the contract.

All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working order at all times.

#### 4. MACHINE CALIBRATION, VERIFICATION AND APPLICATION RATE

##### Weight Scales:

The Contractor shall provide a scale or appropriate weighing device at the project site or an alternate site approved by the City. The weighing device shall show the net weight of the aggregate bins on each slurry machine before the machine and product will be approved for applying slurry on the project.

##### Calibration:

Each slurry mixing unit to be used in performance of the work shall be calibrated in the presence of the Engineer prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering device(s). No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

#### 7. LIMITATIONS

##### Weather:

Slurry shall not be applied when the atmospheric temperature is less than 50°F (10°C). The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

##### Work Hours:

Once work has started, the Contractor shall diligently perform the work to completion.

No sealant shall be applied before 8:00 AM and must be able to support traffic by 4 PM.

The legal work day shall consist of eight (8) hours, 8:00 AM to 4 PM. Should the Contractor receive permission from the Engineer to work overtime, all inspection costs as a result of the Contractor's overtime work shall be paid by the Contractor.

The Garden Grove Police Department has been enforcing weight limits on slurry seal equipment requiring the operators to strike off the load. Overweight permits will be made available but will only apply to the City of Garden Grove streets.

#### 8. NOTIFICATION, POSTING AND SCHEDULE CHANGES

Notification and Posting: The Contractor shall deliver "Notice to Residents" 48 hours prior to the sealing of the street. **The posting of "No Parking Tow**

**Away” signs 48 hours prior to sealing, and their subsequent removal, will be performed and provided by the Contractor. All “No Parking Tow Away” signs must include the appropriate G.G Municipal code on them. Examples will be provided to the successful bidder.** When these signs are removed by wind, vandals, or any other reason during the course of the slurry operation, the Contractor shall repost them at no cost to the City.

At least ten (10) working days prior to commencing work, the Contractor shall submit his spreading schedule based on allowing residents ample on-street parking within an 800-foot distance from their homes and customer access to businesses. IT IS SUGGESTED THAT THE FIRST DAY’S SPREADING SCHEDULE BE CURTAILED SOMEWHAT TO ALLOW FOR USUAL START-UP DELAYS, TEST STRIPS, ETC.

Schedule Changes: Requests for changes in the schedule shall be submitted by the Contractor to the City for approval at least 48 hours prior to the scheduled sealing of the streets affected. Failure to meet the notified schedule requires that the contractor immediately notify residents of the cancellation for the day’s work and reschedule seal coating of affected area. The Contractor shall then resubmit Notice to Residents 24 hours prior to sealing of street. The Contractor may use the sample letter or submit his own letter for prior approval to the City.

## 9. RESPONSIBILITY

Construction activity best management practices shall be adhered to at all times. Construction activity shall be in compliance with the City of Garden Grove Local Implementation Plan.

The City will perform preliminary crack sealing and patching.

The City will be responsible for the advance notification of residents and businesses.

The Contractor will re-stripe all traffic and pavement markings at no cost to the City 7 (seven) days after completion of slurry project.

The Contractor will need to rent a water meter from Water Dept. to supply the necessary water for the project. Cost of water to be paid by Contractor.

The Contractor will sweep the streets to be sealed prior to applying slurry.

The Contractor will place barricades, delineators, signs, flashers, and traffic control devices.

The Contractor will provide flagmen while Contractor slurry operations are in progress.

The City of Garden Grove shall not be held responsible for the care or protection of any material or parts of the work prior to the Final Acceptance.

The Contractor shall, at the direction of the Engineer, repair and reseal all areas of the streets which have not been sealed properly or completely at no cost to the City.

The Contractor shall furnish on the job site, port-o-let rest room facilities for the use of all employees for the duration of the project.

## 10. TRAFFIC CONTROL

### Maintenance of Traffic:

Whenever a street must be closed for any reason or for ANY length of time, the Contractor shall furnish to the engineer a written traffic control plan detailing all detours, where detour signs and/or any other traffic control device will be located and overall course of action. This will be in addition to following the WATCH handbook protocol per the standard specifications. The engineer has final approval rights or denial of said traffic control plan.

The Contractor shall accomplish all work so that at least one 10' (ten foot) lane shall remain open in each direction on major streets.

The Contractor shall be required to provide and maintain all necessary flagmen. The Contractor will provide all necessary traffic control devices.

It is mutually understood that traffic control is paramount in the successful application and cure of crumb rubber asphalt slurry seal, as herein described, and further that the contractor shall have full responsibility to provide adequate means to insure proper protection of the applied slurry seal. Adequate means shall be provided to protect the slurry seal from damage by traffic for a minimum of three hours after application or until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of vehicles. When doing arterial streets, 4' delineators at a maximum of 100' intervals, connected by twine and hanging streamers shall be used. The Contractor shall supply and maintain an illuminated arrow board device in advance of all work sites on arterial highways or when designated by the Public Works Director or duly appointed representative.

When necessary to provide vehicular or pedestrian crossing over and/or through the fresh slurry, the Contractor shall furnish and spread sufficient black sand to eliminate tracking or damage to the slurred mixture or to adjacent property. If sand is applied at intersections over fresh slurry for access, the Contractor shall post "*Loose Gravel*" construction signs. Signs shall be posted from commencements of slurry until all sand has been cleaned from the roadway. The Contractor shall remove all sand by sweeping within 24 hours after opening the street to traffic.

Should the Contractor fail to furnish sufficient precautionary traffic control (flagmen) within one (1) hour after notification by the City, the City shall place the necessary items or personnel and the Contractor shall be billed for said items or personnel.

## 11. PREPARATION OF THE SURFACE

Construction activity best management practices shall be adhered to at all times. Construction activity shall be in compliance with the City of Garden Grove Local Implementation Plan.

### General:

Surface oil and grease shall be removed or sealed with emulsified gilsonite or an equivalent material approved by the Engineer before the application of the slurry seal.

Prior to applying slurry, all vegetation shall be removed from cracks in the pavement and joints between the pavement and concrete gutters by the Contractor.

Manholes, valve boxes, drop inlets and other service entrances will be protected from the slurry seal by a suitable method by the Contractor. The Engineer shall approve the surface preparation prior to sealing.

### Street Sweeper:

Contractor shall furnish a power street sweeper with operator to clean immediately after any wet sandblasting for paint removal; to clean the asphalt pavement the same day the street is sealed; and when necessary, as deemed by the engineer, sweep the streets showing raveling and/or loose slurry aggregate after the slurry seal has set. The sweeper shall have a steel gutter broom and a rear plastic broom, and three (3) yard minimum capacity hopper. If water is used, cracks will be allowed to dry thoroughly before slurry sealing. The Engineer shall approve the surface preparation prior to sealing.

## 12. APPLICATION

### General:

The surface should be pre-wetted by fogging ahead of the slurry box when required by local conditions. Water used in pre-wetting the surface shall be applied such that the entire surface is damp with no apparent flowing water in front of the slurry box. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity and dryness of the pavement surface.

The slurry mixture shall be of the desired consistency upon leaving the mixer and no additional materials shall be added. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling or unmixed aggregate shall be permitted. In placing slurry, the slurry machine shall move no faster than 150' a minute, or when chatter marks appear.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excess oversize develops, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected.

Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment shall be approved by the City.

#### Slurry Crew:

Each slurry crew shall be composed of a English-speaking coordinator at the project site at all times, a competent quick-set mixing man, a competent licensed driver, two (2) squeegee men, and sufficient laborers for any handwork, cleanup, and traffic control.

#### Joints:

No excessive buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. An excessive overlap will not be permitted on longitudinal joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area.

#### Mix Stability:

The slurry mixture shall possess sufficient stability so that premature breaking of the slurry seal in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading, it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

#### Hand Work:

Areas which cannot be reached with the slurry seal machines shall be surfaced using hand squeegees to provide complete and uniform slurry seal coverage. The area to be hand worked shall be lightly dampened prior to mix placement and the slurry worked immediately. Care shall be exercised to leave no unsightly appearance from handwork or to overwork the mix. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

#### Lines:

Care shall be taken to insure straight lines along curbs and shoulders. No runoff other than one (1) inch overlap at gutter line will be permitted. Lines at intersections will be kept straight to provide a good appearance. All Type II Reclaimed Asphalt Pavement (RAP) Slurry Seal shall be applied at a minimum distance of six (6) inches and a maximum of twelve (12) inches from the gutter faces of all residential streets or as directed by the City. Payment will be based upon the actual square feet applied. Care shall be taken to keep strike plates and/or final smoothing apparatus clean so as to eliminate drag marks, balling or lumping of finished slurry. Failure to do so shall be grounds for rejection and re-work will be at sole cost of contractor.

#### Clean-up:

All areas, such as manways, gutters and intersections, shall have the slurry seal removed as specified by the Engineer. The contractor shall remove any debris associated with the performance of the work, on a daily basis.

#### Raised Pavement Markers and Reflectors:

Most streets have pavement markers and reflectors, which will be protected and cleaned by the Contractor to original state by water and soap immediately behind slurry spreader box. A backpack sprayer with sufficient volume and pressure to clean the wet slurry off pavement marker and reflector without damaging surrounding slurry mixture shall be used.

#### Utilities:

Contractor shall protect and clean all utilities to original state.

Any manhole cover, water valve cover, utility vault cover and/or drainage facility cover found to be inadequately protected and/or cleaned shall be cleaned by means such as sandblasting to remove all slurry material (including material remaining from previous applications) from the metal surface or it shall be replaced by the Contractor at its expense.



### 13. QUALITY CONTROL

#### Mix Design:

Refer to section 600-3 of the Standard Specifications.

#### Materials:

The Engineer may use the recorders and measuring facilities of the slurry seal unit to determine application rates, asphalt emulsion content, mineral filler and additive(s) content for an individual load.

It is the responsibility of the Contractor to check stockpile moisture content and to set the machine accordingly to account for aggregate bulking.

#### Non-Compliance:

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests of the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the machine is working properly.

### 14. ADDITIONAL COMPENSATION

Contractor may receive additional compensation for material increases based upon The California Statewide Paving Asphalt Price Index when an increase in materials exceeds five percent (5%) for the month in which bid opening for the project occurred. To exercise this option the Contractor must notify the City of its intent by Certified mail prior to initializing any portion of the project(s) affected by the proposed material cost increase(s). The City shall then have the option of increasing the rate of compensation, decreasing the scope of work, or terminating the agreement.

### 15. PAYMENT

The slurry seal shall be paid at the contract price per square foot of work completed and accepted by the Engineer. The minimum project will be 40,000 sq. ft. In the event that less than 40,000 sq. ft. has been scheduled and requested by City, Contractor shall receive compensation for 40,000 sq. ft. The contract unit price paid for slurry seal will be considered full compensation for furnishing all labor for, protecting and cleaning all utilities and pavement markers, tools, equipment and incidentals and for doing all work involved in constructing the slurry seal, complete in place, per project, as specified in these specifications and as directed by the Engineer.

## 16. GUARANTY

The Contractor shall guaranty the work against defective material or workmanship for a period of one year from the date of completion of the contract.

When defective material and/or workmanship are discovered which require repairs to be made under this guaranty, all such work shall be done by the Contractor at his own expense within ten (10) days after written notice of such defects has been given to him by the City. Should the Contractor fail to repair such defective material or workmanship within ten (10) days thereafter, the City may cause the necessary repairs to be made and charge the Contractor with the actual cost of all labor and materials required. In emergencies demanding immediate attention, the City shall have the right to repair the defect and charge the Contractor with the actual cost of all labor and material required. Any repair work performed as herein specified shall be done under the provisions of the original contract specifications.

The Contractor shall arrange to have his Faithful Performance Bond run for a period of one year after the date of completion of the contract to cover his guaranty as set forth above.

**END PART ONE**

## **OPTION A**

### **PURPOSE**

The purpose of this contract is to provide comprehensive ON CALL; ASPHALT COLD MILLING, PULVERIZATION, TRUCKING, STREET SWEEPING and OPERATOR SERVICES for the City of Garden Grove. The City proposes to contract with a service agency that is proactive in their work standards and can meet the qualifications and specifications as set forth. The selected contractor shall provide cold milling machines and operators at the various proposed width(s). The cold milling machines must have a conveyor capable of loading ten-yard dump trucks.

The City will provide construction surveying and staking.

### **1. Technical Specifications**

- a. Work described, as being performed daily shall be performed Monday through Friday between the hours of 8:00 a.m. to 4:00 p.m. unless otherwise authorized. The driver's/operator's start time begins upon arrival at the job site, at the scheduled time given to start the work day. The driver's/operator's stop time is when the on-site Project Manager signs the driver's/operator's time sheet.
- b. The determination of the total daily productive man-hour requirements for the performance of all services herein is the sole responsibility of the successful Contractor. It is of the utmost importance that the Contractor utilizes skilled and productive manpower in order to satisfactorily furnish the required level of service. Failure on the part of the Contractor to utilize skilled and production manpower may produce unsatisfactory results which may cause the Director of Public Works to make adjustment to the Contractor's invoice(s) for unsatisfactory or omitted work.
- c. The Contractor shall comply with applicable OSHA and Federal regulations under DFR 29; Section 1910.12 for proper training and by providing Material Safety Data Sheets proposed for use within ten (10) days of award of contract.
- d. All equipment, cold milling machines, pulverizers, dump trucks & high dump sweepers, and their operators are required to be available within a five (5) working day notification.
- e. Operators must be prepared to plane all thicknesses of asphalt and similar materials on various City streets. City crew leader and/or supervisor responsible for the grinding operation can continually evaluate the performance of the grinders and operators. Termination of services can occur if the operators are not performing to the satisfaction of the City inspector and/or designee.
- f. Rental of the cold milling machines and operators will be for a minimum of four (4) hours per day, include weekday-operating hours, but will not

include down time for maintenance or repair. All equipment is to be provided with fuel, teeth and all other incidentals for the proper operation of each piece of equipment.

- g. Move on/move off charge will be included in the hourly rate for each piece of equipment excluding a high dump street sweeper.

## 2. **Personnel**

- a. All Drivers are to hold a Class "A" Commercial Driver's License issued in the State of California with proper endorsement to operate equipment, trucks or transport trucks driven within the City of Garden Grove. The driver must have his/her valid license with proper endorsements in his/her possession while performing on the job for the City. They will adhere to all code standards of the City, EPA and any other State or Federal requirements.
- b. EXPERIENCE: Equipment operators must have five (5) years of continuous experience in milling or pulverizing operation and hold appropriate licenses.

## 3. **Equipment**

- a. All cold milling machines and/or pulverizers, excluding "mini-Planer" must be a track mounted machine. **Wheel mounted machines shall not be used.**
- b. The cost of breakdowns is difficult to calculate, therefore all cold milling machines or pulverizers must have a manufacture date of 5 years or newer, be in sound mechanical condition and verifiable at any time by a City of Garden Grove Vehicle Maintenance Supervisor to insure they meet all appropriate standards.
- c. If at any time a cold milling or pulverizing machine breaks down on two consecutive days, a new machine from the same category must be used unless certified mechanics documentation can be provided showing all necessary repairs have been completed.

## 4. **Local Office**

- a. The selected contractor shall maintain a local office within a 60 mile radius of the City of Garden Grove limits and shall have a competent English-speaking representative available during working hours to discuss matters pertaining to the contract and who can make authoritative decisions.
- b. At all times during the term of this contract the contractor shall provide the City with a twenty-four (24) hour per day, seven (7) day per week emergency phone number. An answering service is not acceptable, except when forwarding oral complaints (which shall be followed by written notice)

The pricing for hourly rate for the equipment listed below must be included and individually priced on the PRICING PROPOSAL ATTACHMENT "B" in order for your bid to be considered responsive. It will be at the sole discretion of the City as to which machine(s) will be utilized at each location throughout the term of the contract. If there is discrepancy as to which machine is considered "equal" to machines listed and named henceforth, the listed machine shall be provided.

### **Cold Plane Equipment**

2' wide Mini-Planer Cat 262c or equal	Per hour \$_____
3' Front Loading Planer Wirtgen 120FCS or equal	Per hour \$_____
4' Front Loading Planer Wirtgen 120FCS or equal	Per hour \$_____
5' Front Loading Planer Wirtgen W150 or equal	Per hour \$_____
6' Front Loading Planer Roadtec RX600 or equal	Per hour \$_____
7' Front Loading Planer Roadtec RX600 or equal	Per hour \$_____
8.5' Front Loading Planer Roadtec RX600 or equal	Per hour \$_____
12' Front Loading Planer CMI 1200 or equal	Per hour \$_____
Street Sweeper	Per hour \$_____
10 cy Dump Truck Super 10 or equal-Per truck	Per hour \$_____

### **Pulverizers and Mixing**

8' Pulverizer Wirtgen 240i or equal	Per hour \$_____
8' Pulverizer/Mixer Wirtgen 240i or equal	Per hour \$_____
Spreader Truck	Per hour \$_____

## ATTACHMENT "B" (BID PROPOSAL)

### SECTION 2 - PROPOSAL

THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications to: Furnish All Labor, Material and Equipment for On-Call Reclaimed Asphalt Pavement Slurry Seal (RAP) at Various Locations for the City of Garden Grove.

Lead-time for this service is critical. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed"

**Note:** On-Call" Slurry Seal Service at various City of Garden Grove Locations and will be on an as-needed basis. Quantities indicated are the City's best estimate of the total quantities required during the performance period, but actual quantities required may be greater or less than those indicated below. Therefore the successful bidder shall agree to hold quoted prices firm during the performance period, whether total purchase quantities are greater or less than the quantities estimated.

Lead-time for this service is critical. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed"

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

#### BID PROPOSAL (TYPE II RAP)

##### PART I:

Item No.	Estimated Quantity	Unit Price	Extended Total Cost
1	3,000,000 Sq. Ft. per year	\$ <u>0.1786</u> /Sq. ft.	\$ <u>535,800.00</u>
Total Cost for PART I:		\$ <u>535,800.00</u>	

The lowest responsible bid will be awarded based on the pricing in PART I above for furnishing and placing of the Type II Recycled Asphalt Pavement (RAP) Slurry Seal on various streets within the City of Garden Grove on a "per square foot" basis. The City reserves the right to include Option A as part of the contract based on current budgeted funds.

**Partial bids will not be accepted. Your bid must include pricing for both PART I and OPTION A in order for your bid to be considered responsive.**

On Call RAP Slurry Seal

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**ATTACHMENT "B"**  
**(BID PROPOSAL) CONTINUED**

**OPTION A: ON CALL: ASPHALT COLD MILLING, PULVERIZATION, TRUCKING,  
STREET SWEEPING and OPERATOR SERVICES for the City of Garden Grove**

The following equipment list must be included and individually priced on all bids to be considered responsive. It will be at the sole discretion of the City as to which machine(s) will be utilized at each location throughout the term of the contract. If there is discrepancy as to which machine is considered "equal" to machines listed and named henceforth, the listed machine shall be provided.

**Cold Plane Equipment**

2' wide Mini-Planer Cat 262c or equal	Per hour \$ <u>495.<sup>00</sup></u>
3' Front Loading Planer Wirtgen 120FCS or equal	Per hour \$ <u>720.<sup>50</sup></u>
4' Front Loading Planer Wirtgen 120FCS or equal	Per hour \$ <u>654.<sup>50</sup></u>
5' Front Loading Planer Wirtgen W150 or equal	Per hour \$ <u>764.<sup>50</sup></u>
6' Front Loading Planer Roadtec RX600 or equal	Per hour \$ <u>847.<sup>00</sup></u>
7' Front Loading Planer Roadtec RX600 or equal	Per hour \$ <u>852.<sup>50</sup></u>
8.5' Front Loading Planer Roadtec RX600 or equal	Per hour \$ <u>1,787.<sup>50</sup></u>
12' Front Loading Planer CMI 1200 or equal	Per hour \$ <u>2,090.<sup>00</sup></u>
Street Sweeper	Per hour \$ <u>368.<sup>50</sup></u>
10 cy Dump Truck Super 10 or equal-Per truck	Per hour \$ <u>126.<sup>50</sup></u>

**Pulverizers and Mixing**

8' Pulverizer Wirtgen 240I or equal	Per hour \$ <u>753.<sup>50</sup></u>
8' Pulverizer/Mixer Wirtgen 240I or equal	Per hour \$ <u>786.<sup>50</sup></u>
Spreader Truck	Per hour \$ <u>467.<sup>50</sup></u>

On Call RAP Slurry Seal

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It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.
- (d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
<u>1</u>	<u>10/13/2020</u>
_____	_____
_____	_____

- (e) undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.
- (f) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
<u>1</u>	<u>10/13/2020</u>
_____	_____
_____	_____

- (e) The undersigned is licensed in accordance with the Laws of the State of California.



Check below where appropriate:

☐ Partnership: That \_\_\_\_\_ are partners, doing  
(Names of all Partners)

business under the firm name of \_\_\_\_\_ and that  
the co-partnership makes the accompanying proposal.

☒ Corporation: That Lyle Stone of American Asphalt South, Inc. makes  
(President or Secretary) (Name of Corporation)

the accompanying proposal.

☐ Individual: That \_\_\_\_\_ is the bidder and makes the  
(Name of Individual)  
accompanying proposal.

Date: 10/30/20 American Asphalt South, Inc.  
Company Name  
19792 El Mirino Road  
Address  
Riverside, CA 92509  
City - State - Zip  
(909) 427-8276  
Telephone  
784969 A  
Calif. Contractors Lic. No.  
American Asphalt South, Inc. Lyle Stone, Secretary  
Bidder's Name (Please Print)  
[Signature]  
Authorized Signature

**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 for Project 7402 - Magnolia Reservoir and Booster Pump Station Rehabilitation to Pacific Hydrotech Corporation. (Cost: \$3,204,880) ( <i>Action Item</i> )		
		Date:	11/24/2020

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**OBJECTIVE**

To recommend that City Council award a contract to Pacific Hydrotech Corporation for construction of Project No. 7402 – Magnolia Reservoir and Booster Pump Station Rehabilitation Project.

**BACKGROUND**

The City completed the condition evaluation and assessment of its eight reservoirs in December 2013. A list of recommended repairs and rehabilitation for each reservoir was established. Following the condition evaluation and assessment, the design of the repair and rehabilitation for Magnolia Reservoir was completed in 2017.

The Magnolia Reservoir and Booster Pump Station Rehabilitation Project consists of the repair work for the buried pre-stressed concrete reservoir and the booster pump station located at Magnolia Park. The extent of the work is as follows: The reservoir repairs consist of crack, spall, and joint repair, construction of seismic curb, roof waterproofing, rust spot repair, and the addition of a fall protection system. Site Improvements include rerouting the existing sub-drain sump pump piping, replacement of the sump hatch and sump vault lid and hatch, repair of the overflow flap gate, construction of a new parking lot and ADA ramp, installation of bollards and a mow strip around the reservoir, and replacement of the meter vault and piping. The repair work for the pump station consists of replacement of the existing engine and booster pump, replacement of the existing exhaust system, replacement of the existing catalytic converter, replacement of two 10-inch butterfly valves, replacement of the 10-inch check valve, refurbishment of the existing flow control valve, and replacement of the roof and existing removable dormer.

**DISCUSSION**

Five (5) bids were received and opened by the City Clerk's Office on October 20, 2020, at 10:00 a.m. (see Bid Summary Sheet). The lowest responsive bidder is Pacific Hydrotech Corporation, with a total bid of \$3,204,880. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order. The anticipated contract schedule is as follows:

Award Contract	November 24, 2020
Begin Construction	January 2, 2021
Complete Construction	February 2, 2022

#### FINANCIAL IMPACT

There is no impact to the General Fund. This project is included in the 2020-2021 Capital Improvement Budget, and will be financed with Water Funds, in the amount of \$3,204,880.

#### RECOMMENDATION

It is recommended that the City Council:

- Award a contract for the construction of Project No. 7402 - Magnolia Reservoir and Booster Pump Station Rehabilitation, in the amount of \$3,204,880, to Pacific Hydrotech Corporation; and
- Authorize the City Manager to execute the contract on behalf of the City, and to make minor modifications as appropriate.

By: Rebecca Li, Sr. Civil Engineer

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Bid Summary Sheet	11/2/2020	Backup Material	StaffAwd_Const_PacificHydrotech_Project7402_BidSummary.pdf
Construction Agreement	11/9/2020	Agreement	Construction_Agreement_Project_7402-Magnolia_Reservoir____BPS_signed.pdf

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

**BID SUMMARY SHEET**

PROJECT: Magnolia Reservoir and Booster Pump  
Station Rehabilitation Project No. 7402

BID OPENING  
DATE: **October 20, 2020**  
TIME: **10:00 AM**

<b><u>Facility Name</u></b>	<b><u>Engineer's Estimate</u></b>	<b><u>Contract Amount</u></b>
Magnolia Reservoir and Booster Pump Station Rehabilitation Project No. 7402	\$4,699,000	\$3,204,880

<b>Bidder's Name</b>	<b>Total Bid</b>	<b>%Under /Over Engineers Estimate</b>
1. Pacific Hydrotech Corporation	\$3,204,880.00	-31.8%
2. Kiewit Infrastructure West Co.	\$3,850,000.00	-18.1%
3. Teichert Energy & Utilities Group, Inc.	\$4,028,000.00	-14.3%
4. Metro Builders & Engineers Group, Ltd.	\$4,103,902.00	-12.7%
5. MMC Inc.	\$4,308,740.00	-8.3%

## **SECTION 5 - AGREEMENT**

### **SECTION 5 - CONSTRUCTION AGREEMENT**

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**THIS AGREEMENT** is made this **24<sup>th</sup>** day of **November, 2020**, by the **CITY OF GARDEN GROVE** ("**CITY**"), and **Pacific Hydrotect Corp**, hereinafter referred to as ("**CONTRACTOR**")

#### **RECITALS:**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City of Garden Grove Council Authorization dated **November 24, 2020**.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for **MAGNOLIA RESERVOIR AND BOOSTER PUMP STATION REHABILITATION PROJECT - Project No. 7402 -- Drawing No. W-588**.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

#### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its SUBCONTRACTORS, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY'S Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR's own risk and expense. The decision of the Engineer shall be final.

## **SECTION 5 - AGREEMENT** (Continued)

- 5.2 **Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 **Project.** The PROJECT is described as: **MAGNOLIA RESERVOIR AND BOOSTER PUMP STATION REHABILITATION PROJECT - Project No. 7402 -- Drawing No. W-588.**
- 5.4 **Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **MAGNOLIA RESERVOIR AND BOOSTER PUMP STATION REHABILITATION PROJECT - Project No. 7402 -- Drawing No. W-588.**

Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.

- 5.5 **Time of Commencement and Completion.** CONTRACTOR shall have **twenty-one (21) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the twenty-one (21) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

Due to long lead items require in this project, two Notices to Proceed will be issued for this contract. The first Notice to Proceed will be issued upon the contract is awarded to place order of the long lead items (natural gas engine, pump, and other related equipment). Upon receipt of the Notice to Proceed, CONTRACTOR agrees to submit shop drawings **within eight (8) weeks**. The Contractor shall work closely with manufacturers to provide the delivery of the long lead items within **thirty-six (32) weeks** from the first Notice to Proceed excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8, and 5.9 hereof. A second Notice to Proceed will be issued for the construction of the project. Upon receipt of the second Notice to Proceed, the CONTRACTOR shall diligently prosecute the work to completion within **one hundred (120) total working days** excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof. The Reservoir, Booster Pump Station, and Park facilities shall maintain normal operations until the second Notice to Proceed.

## **SECTION 5 - AGREEMENT** (Continued)

**5.6** **Time is of the Essence.** Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORS, SUBCONTRACTORS and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other SUBCONTRACTORS, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

**5.7** **Excusable Delays.** CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; any act of negligence or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR's reasonable control.

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2009 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

**5.8** **Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

## **SECTION 5 - AGREEMENT** (Continued)

### **5.9 Changes in Project.**

**5.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR'S failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

**5.9.2** A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

**5.9.3** Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

**5.9.4** Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost



## **SECTION 5 - AGREEMENT** (Continued)

CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

- 5.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.
- 5.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.
- 5.10** **Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **One Thousand Five Hundred dollars (\$1,500.00) per day** for each and every calendar day during which completion of the Project is so delayed. The liquidated damages will be applied separately for the two Notices to Proceed: the delivery of long lead items, and for the project completion (See Section 5.5). CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.
- 5.11** **Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Three Million Two Hundred Four Thousand Eight Hundred Eighty Dollars and 00/100 (\$ 3,204,880.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five

## **SECTION 5 - AGREEMENT** (Continued)

percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 35 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

**5.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to Public Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

**5.13 Completion.** Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all SUBCONTRACTORS upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any SUBCONTRACTOR, laborer or material supplier.

### **5.14 CONTRACTOR's Employees Compensation**

**5.14.1 General Prevailing Rate.** CITY has ascertained that State prevailing wage requirements of the California Labor Code including Sections 1770, 1771.5, 1773, 1777.5, and 1776 are required to execute this Contract. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONTRACTOR and the SUBCONTRACTORS shall pay not less than the higher wage rate. The CITY will not accept the lower State wage rates. This includes "helper" (or other classifications based on hours of experience) or any other classification. A copy of the prevailing rate of per diem wages shall be posted at the job site.

**5.14.2 Forfeiture for Violation.** CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any SUBCONTRACTOR under it) less than the greater of State minimum wage rate associated with the duties of the employee in question, in accordance with the State prevailing wage requirements

## **SECTION 5 - AGREEMENT** (Continued)

of the California Labor Code, including Sections 1770, 1771.5, 1773, 1777.5, and 1776.

- 5.14.3 Apprentices.** The greater of Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty CONTRACTORS not bidding for work through the general or prime CONTRACTOR are two thousand dollars (\$2,000.00) or more for five (5) working days or more.
- 5.14.4 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California, and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any SUBCONTRACTOR for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.
- 5.14.5 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual State prevailing wage paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its SUBCONTRACTORS does the same. The applicable CONTRACTOR or SUBCONTRACTOR or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its SUBCONTRACTORS shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and **cancelled checks** for laborers, every week to the CITY. Certified payroll and cancelled checks submittals are due one month after start of construction and every week thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.* Work shall be cease in an orderly, safe fashion with all vehicle access restored, should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the

## **SECTION 5 - AGREEMENT** (Continued)

CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

- 5.14.6 Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.
- 5.14.7 Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).
- 5.14.8 Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 5.15 Surety Bonds.** CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
- 5.16 Insurance.**

  - 5.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
  - 5.16.2** CONTRACTOR and all SUBCONTRACTORS shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its Officers, Official Agents Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the City and shall issue an insurance certificate and waiver of subrogation to the policy evidencing same.
  - 5.16.3** CONTRACTOR shall at all times carry, on all operations hereunder, bodily injury, including death, and property damage liability insurance, including automotive operations bodily injury and property damage coverage; and builders' all risk insurance. Follows Form excess liability insurance shall be provided for any underlying policy that does not meet the policy limits required by this contract. All insurance coverage shall be in amounts specified by the CITY in the Insurance Requirements and shall be evidenced by the issuance of a certificate and additional insured endorsement in forms prescribed by the CITY and shall be underwritten by insurance companies satisfactory to the CITY for all operations,

## **SECTION 5 - AGREEMENT** (Continued)

subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Claims made and modified occurrence policies shall not be accepted. Said insurance coverage obtained by the CONTRACTOR, excepting workers' compensation coverage, shall name the CITY, its Officers, Official, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY, as additional insured on said policies. Additional insured status shall be evidenced in the form of an Additional insured Endorsement (CG 20 10 1185). A sample is included in the appendix of the specifications for reference.

For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and not contribute with it.

- 5.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

**COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a **waiver of subrogation for each policy.**

**INSURANCE AMOUNTS.** CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under Section 5.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better **(Claims made and modified occurrence policies are not acceptable):**



## **SECTION 5 - AGREEMENT** (Continued)

Workers' Compensation	As required by the State of California.
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including operations, products and completed operations, and not excluding XCU)	\$5,000,000 per occurrence for bodily injury, personal injury and property damage. Coverage shall include mobile equipment.
Automobile Liability, including non-owned and hired vehicles	\$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.

Excess liability, follows form coverage, shall be provided for any underlying policy that does not meet the policy limits required and set forth herein. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, and including mobile equipment, for the Commercial General Liability policy shall designate CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by the CITY.

An Additional Insured Endorsement for Automobile Liability policy shall designate CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

A Loss Payee Endorsement for the Course of Construction policy shall designate CITY as loss payee. 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 coverage under an excess liability policy. The policy must be a follows form excess/umbrella policy. CONTRACTOR shall provide the **schedule of underlying policies** for an excess/umbrella liability policy, state that the excess/umbrella policy **follows form** on the insurance certificate, and provide an **additional insured endorsement** for the excess/umbrella liability policy designating CITY, its

## **SECTION 5 - AGREEMENT** (Continued)

Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds.

A primary/non-contributory endorsement shall be provided to CITY for each policy. For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, agents, employees, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees as determined by CITY. Any insurance or self-insurance maintained by CITY, its officers, officials, agents, employees, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

CITY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

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

**5.17 Risk and Indemnification.** All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

**5.18 Termination.**

**5.18.1** This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

**SECTION 5 - AGREEMENT** (Continued)

- 5.18.2** If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.
- 5.18.3** Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.
- 5.18.4** Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

- 5.19** **Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY 's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

- 5.20** **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any SUBCONTRACTOR to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.
- 5.21** **Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.



**SECTION 5 - AGREEMENT** (Continued)

To CITY:

City of Garden Grove  
Public Works Department  
Attention: Rebecca Li, P.E.  
13802 Newhope Street  
Garden Grove, CA 92843  
(714) 741-5562, (714) 638-9906 Fax

To CONTRACTOR:

\_\_\_\_ Pacific Hydrotech Corp\_\_\_\_  
\_\_\_\_ ATTN: Kirk Harns, President\_\_\_\_  
\_\_\_\_ 314 E. 3<sup>rd</sup> St. Perris\_\_\_\_  
\_\_\_\_ Perris, CA 92570\_\_\_\_  
\_\_\_\_ 951-943-8803\_\_\_\_

**SIGNATURES ON NEXT PAGE**

**SECTION 5 - AGREEMENT** (Continued)

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

**"CITY"**  
**CITY OF GARDEN GROVE**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Scott C. Stiles**  
**City Manager**

**ATTEST:**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**"CONTRACTOR"**

\_\_\_\_\_  
**PACIFIC HYDROTECH CORP**

CONTRACTOR'S State License No. 518335  
(Expiration Date: 9/30/21)

By: \_\_\_\_\_

Title: \_\_\_\_\_ **VICE PRESIDENT**

Date: 10/28/20

**APPROVED AS TO FORM:**

**Amar Sandora**  
City of Garden Grove  
City Attorney

Date: 11-5-2020

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

# PACIFIC HYDROTECH CORPORATION

## CORPORATE RESOLUTION

**RESOLVED**, that Joselito Guintu has the authority to sign contracts on behalf of the corporation.

January 26, 2017

### AUTHORIZED SIGNATURES

  
\_\_\_\_\_  
J Kirk Harns, President  
\_\_\_\_\_  
Sean Finnegan, Vice President  
\_\_\_\_\_  
Bobby Owens, Vice President  
\_\_\_\_\_  
Dale McKay  
\_\_\_\_\_  
Joselito Guintu, Vice President  
\_\_\_\_\_  
Mary White, Vice President  
\_\_\_\_\_  
Christy L. Harns, Secretary  
\_\_\_\_\_  
Sean J Harns, CFO

**SECTION 5 - AGREEMENT** (Continued)

**FAITHFUL PERFORMANCE BOND**

Bond No. \_\_\_\_\_

Premium \_\_\_\_\_

NOTICE: TO WHOM IT MAY CONCERN: those we, \_\_\_\_\_,  
\_\_\_\_\_,  
as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto The City of Garden Grove, (CITY) in the sum of \_\_\_\_\_  
Lawful money of the United States, for the payment of which we bind heirs, our executors,  
administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at \_\_\_\_\_,  
telephone no. \_\_\_\_\_; the Surety is licensed to do business in the State of California; and the  
California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

That the following clause must be completed if, in fact, a non-resident agent for the Surety is  
a party to the transaction:

Name of non-resident agent: \_\_\_\_\_

Non-resident agent's office address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, with THE CITY OF GARDEN GROVE for **Construction of MAGNOLIA RESERVOIR AND BOOSTER PUMP STATION REHABILITATION PROJECT - Project No. 7402 – Drawing No. W-588.**
2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

**SECTION 5 - AGREEMENT** (Continued)

**FAITHFUL PERFORMANCE BOND (Continued)**

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
California Resident Agent

By: \_\_\_\_\_  
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA       )  
  )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the Attorney-in-Fact of the \_\_\_\_\_, of  
(Corporation)

\_\_\_\_\_, and acknowledged that it executed the attached bond to the  
(State)

Garden Grove Sanitary City as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

\_\_\_\_\_  
Notary Public in and for said County and State  
My Commission expires: \_\_\_\_\_

**SECTION 5 - AGREEMENT** (Continued)

**LABOR AND MATERIAL BOND**

Bond No. \_\_\_\_\_

Premium \_\_\_\_\_

NOTICE: TO WHOM IT MAY CONCERN: those we, \_\_\_\_\_

\_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety,  
are held and firmly bound unto The City of Garden Grove, California ("CITY") in the sum of  
Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of the sum, we bind heirs, our  
executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at \_\_\_\_\_,  
\_\_\_\_\_ telephone no. \_\_\_\_\_; the Surety is licensed to do business in the State of California;  
and the California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

That the following clause must be completed if, in fact, a non-resident agent for the Surety is  
a party to the transaction:

Name of non-resident agent: \_\_\_\_\_

Non-resident agent's office address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the CITY OF GARDEN GROVE for **MAGNOLIA RESERVOIR AND BOOSTER PUMP STATION REHABILITATION PROJECT - Project No. 7402 – Drawing No. W-588.**
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or SUBCONTRACTORS, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

**SECTION 5 - AGREEMENT** (Continued)

**LABOR AND MATERIAL BOND (Continued)**

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this \_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
California Resident Agent

By: \_\_\_\_\_  
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA       )  
  )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County and State, personally appeared \_

\_\_\_\_\_ known to me to be the Attorney-in-Fact of  
the \_\_\_\_\_, of \_\_\_\_\_

(Corporation)

\_\_\_\_\_, and acknowledged that it executed the attached bond to the  
(State)

Garden Grove Sanitary City as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

\_\_\_\_\_  
Notary Public in and for said County and State  
My Commission expires: \_\_\_\_\_

**SECTION 5 - AGREEMENT** (Continued)

**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between \_\_\_\_\_  
whose address is \_\_\_\_\_,  
hereinafter called "Owner", \_\_\_\_\_,  
whose address is \_\_\_\_\_,  
hereinafter called "CONTRACTOR", \_\_\_\_\_,  
and \_\_\_\_\_, whose address  
is \_\_\_\_\_,  
hereinafter called "escrow agent."

For the consideration hereinafter set forth, the Owner, CONTRACTOR, and escrow agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, the CONTRACTOR has the option to deposit securities with the escrow agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the construction contract entered into between the Owner and CONTRACTOR for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated (hereafter referred to as the "contract"). Alternatively, on written request of the CONTRACTOR, the Owner shall make payments of the retention earnings directly to the escrow agent. When the CONTRACTOR deposits the securities as a substitute for the contract earnings, the escrow agent shall notify the Owner within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between the Owner and CONTRACTOR. Securities shall be held in the name of the \_\_\_\_\_, and shall designate the CONTRACTOR as the beneficial Owner.

(2) The Owner shall make progress payments to the CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the contract provision, provided that the escrow agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the escrow agent, the escrow agent shall hold them for the benefit of the CONTRACTOR until such time as the escrow created under this contract is terminated. The CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the escrow agent directly.

(4) The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the CONTRACTOR and escrow agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest on the interest shall be the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the Owner.

(6) The CONTRACTOR shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to the escrow agent accompanied by written



**SECTION 5 - AGREEMENT** (Continued)

authorization from the Owner to the escrow agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

(7) The Owner shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven days' written notice to the escrow agent from the Owner of the default, the escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the contract is final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the contract, the escrow agent shall release to the CONTRACTOR all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) The escrow agent shall rely on the written notifications from the Owner and the CONTRACTOR pursuant to Sections (1) to (8), inclusive, of this agreement and the Owner and CONTRACTOR shall hold the escrow agent harmless from the escrow agent's release, conversion, and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the Owner:

On behalf of the CONTRACTOR:

On behalf of the Owner:  
Title

On behalf of the CONTRACTOR:  
Title

Name

Name

Signature

Signature

Address

Address

**SECTION 5 - AGREEMENT** (Continued)

On behalf of the escrow agent:

Title

Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

At the time the escrow account is opened, the Owner and CONTRACTOR shall deliver to the escrow agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner/CONTRACTOR \_\_\_\_\_ Date: \_\_\_\_\_

Title/Title \_\_\_\_\_

Approved as to Form

  
\_\_\_\_\_  
City of Garden Grove  
City Attorney

# PACIFIC HYDROTECH CORPORATION

## CORPORATE RESOLUTION

**RESOLVED**, that J Kirk Harns has the authority to sign contracts on behalf of the corporation.

January 26, 2017


### AUTHORIZED SIGNATURES

  
\_\_\_\_\_  
J Kirk Harns, President

  
\_\_\_\_\_  
Sean Finnegan, Vice President

  
\_\_\_\_\_  
Bobby Owens, Vice President

  
\_\_\_\_\_  
Dale McKay

  
\_\_\_\_\_  
Joselito Comita, Vice President

  
\_\_\_\_\_  
Mary White, Vice President

  
\_\_\_\_\_  
Christy L Harns, Secretary

  
\_\_\_\_\_  
Sean J Harns, CFO

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Mayor and City Council From:

Dept.: Dept.:

Subject: Resolution of Commendation Date: 11/24/2020  
for Orange County Hospitals  
and health care systems for  
their contributions during the  
COVID-19 pandemic, as  
requested by the City  
Council. (*Action Item*)

---

Attached is a Resolution of Commendation that was approved by the City Council for listing on the agenda for discussion and adoption.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution of Commendation	11/19/2020	Resolution	11-24-20_PSJH_CHOC_Resolution_Honoring_Local_Hospitals_During_COVID-19.11.5.20.pdf

## Resolution of Commendation

### **Orange County Hospitals**

- WHEREAS, hospitals serving Orange County, including Providence's hospitals comprising Mission Hospital, St. Jude Medical Center, St. Joseph Hospital, and Hoag Memorial Hospital Presbyterian; the Children's Hospital of Orange County (CHOC); and Garden Grove Hospital have successfully provided high-quality health care to our community here in Garden Grove and the surrounding region during the unprecedented and challenging times brought about by the COVID-19 pandemic; and
- WHEREAS, the partnership between Mission Hospital and CHOC Children's at Mission Hospital is the only dedicated hospital for pediatrics in Orange County and the surrounding areas and provides outstanding services for the youngest patients; and Providence's hospitals in Orange County are committed to Whole Person Care to achieve optimal health for a better world; and
- WHEREAS, in March 2020, Providence health facilities were first in Orange County to offer drive-thru swabbing for COVID-19 for all who sought testing, providing critical resources during a period when tests were in short supply; and Providence facilitated participation of its Orange County hospitals, including Mission, St. Joseph, and Hoag in the experimental antiviral clinical trial drug Remdesivir, a potentially lifesaving treatment to patients in Garden Grove and the surrounding communities, and
- WHEREAS, Hoag, part of Providence's family of hospitals, was among the first to obtain FDA approval for convalescent plasma for treatment of critical COVID-19 patients and, in April 2020, treated its first coronavirus patient using this promising method, and
- WHEREAS, Mission Hospital was among the first to incorporate rotoprone beds in the treatment of COVID-19 to improve oxygenation of patients with acute respiratory distress syndrome to further promote healing.
- WHEREAS, CHOC Children's has proudly and passionately supported children and families of Garden Grove and the surrounding communities in their response to COVID-19 by launching a free, 24/7 nurse helpline, administering thousands of tests, implementing several new safety measures, treating COVID-19 positive patients requiring hospitalization, opening drive-through testing and screening centers in Orange County, and providing thousands of in-office and telehealth visits for primary and specialty care; and prior to the coronavirus' widespread presence in the United States, CHOC preemptively launched an incident command center to ensure the best possible response for safeguarding against the virus.
- WHEREAS, As the only acute care community hospital in Garden Grove, Garden Grove Hospital Medical Center is dedicated to ensuring the health and safety of their community. Hospital and Medical Staff Leadership's preparation and consistent communication was central to their successes and ability to stay ahead of COVID-19 related issues. Focused conservation of critical supplies and equipment provided their physicians and staff with the confidence

needed to handle the evolving pandemic. As an early adopter of the latest treatment protocols, including the use of convalescent plasma, patient proning and FDA approved medication trials, Garden Grove Hospital Medical Center has been at the forefront in the fight against this continuously evolving pandemic..

NOW THEREFORE, BE IT RESOLVED that the City of Garden Grove commends our local hospitals and health care systems for the critical role of safeguarding the health and wellbeing of our beloved community and ensures the best state-of-the-art and most compassionate care in the nation.

November 24, 2020