AGENDA **Steve Jones** Mayor Garden Grove City Kim B. Nguyen Mayor Pro Tem - District 6 Council George S. Brietigam Tuesday, October 12, Council Member - District 1 2021 John R. O'Neill Council Member - District 2 6:30 PM **Diedre Thu-Ha Nguyen** GARDEN GROVE Council Member - District 3 Patrick Phat Bui Community Meeting Center 11300 Stanford Council Member - District 4 Avenue Garden Grove Stephanie Klopfenstein California 92840 Council Member - District 5

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

<u>Meeting Assistance</u>: 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.

<u>Agenda Item Descriptions</u>: 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.

<u>Public Comments</u>: 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.

<u>Time Limitation</u>: 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 O'NEILL, COUNCIL MEMBER D. NGUYEN, COUNCIL MEMBER BUI, COUNCIL MEMBER KLOPFENSTEIN, MAYOR PRO TEM K. NGUYEN, MAYOR JONES

INVOCATION

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

- 1. PRESENTATIONS
 - 1.a. Orange County Housing Finance Trust Joint Powers update report.
 - 1.b. Civic Center Community Engagement as requested by City Manager Stiles.
- 2. <u>ORAL COMMUNICATIONS (to be held simultaneously with other</u> legislative bodies)

<u>RECESS</u>

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

<u>RECONVENE</u>

3. <u>CONSENT ITEMS</u>

(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 Proclamation recognizing October 2021 as Domestic Violence Awareness Month. (*Action Item*)
- 3.b. Adoption of a Proclamation recognizing October 24 through 30, 2021, as Childhood Lead Poisoning Prevention Week. (*Action Item*)
- 3.c. Adoption of a Resolution certifying commitment to projects submitted in Fiscal Years 2022/23 through 2027/28 for the Federal Transportation Improvement Program. (*Action Item*)

- 3.d. Authorize issuance of a purchase order to National Auto Fleet Group for one (1) new Public Works Department pickup truck. (Cost: \$28,982.10) (*Action Item*)
- 3.e. Authorize issuance of a purchase order for Bid No. S-1285 to Maneri Sign Company for the purchase of various street signs. (Cost: \$51,370.36) (*Action Item*)
- 3.f. Receive and file warrants. (*Action Item*)

4. ITEMS FOR CONSIDERATION

- 4.a. Award a contract to R.J. Noble Company for the construction of Project No. CP-109000, Euclid-Westminster Intersection Capacity Enhancement. (Cost: \$1,122,070) (*Action Item*)
- 5. <u>MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY</u> <u>MANAGER</u>
 - 5.a. Proposed Resolution in support of Afghan refugees and the people of Afghanistan as requested by Council Member Diedre Thu-Ha Nguyen. (*Action Item*)

6. <u>ADJOURNMENT</u>

The next Regular City Council Meeting is Tuesday, October 26, 2021, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Happy Birthday Mayor Jones

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Proclamation recognizing October 2021 as Domestic Violence Awareness Month. (<i>Action</i> <i>Item</i>)	Date:	10/12/2021

Attached is an annual proclamation recognizing the month of October as Domestic Violence Awareness Month, recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Proclamation	10/4/2021	Proclamation	10-12- 21_Domestic_Violence_Awareness_Month.10.6.20_(2).pdf

PROCLAMATION

October 2021 as Domestic Violence Awareness Month

- WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse;
- WHEREAS, domestic violence leaves an imprint of fear and hostility;
- WHEREAS, the problems of domestic violence are not confined to any one group, but cross all economic, racial, and social barriers, thereby affecting society as a whole;
- WHEREAS, in the City of Garden Grove, adults and children are victims of violence each year;
- WHEREAS, during the COVID-19 pandemic, domestic violence has been exacerbated with many victims faced with the added pressure of increased economic insecurity, increased time in isolation with their abusers, and limited contact with support networks;
- WHEREAS, the City of Garden Grove is committed to restoring the right to freedom from fear in our own homes and in our communities; and
- WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence and their children who often suffer grave financial, physical, and psychological losses.

NOW, THEREFORE, the City of Garden Grove City Council hereby proclaims the month of October 2021 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.

October 12, 2021

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Proclamation recognizing October 24 through 30, 2021, as Childhood Lead Poisoning Prevention Week. (<i>Action</i> <i>Item</i>)	Date:	10/12/2021

Attached is an annual proclamation recognizing October 24 through 30, 2021, as Childhood Lead Prevention Week recommended for adoption.

ATTACHMENTS:					
Description	Upload Date	Туре	File Name		
Proclamation	10/4/2021	Proclamation	10-12- 21_October_as_Childhood_Lead_Poisoning_Prevention_Month.pdf		

PROCLAMATION

Childhood Lead Poisoning Prevention Week October 24-30, 2021

- WHEREAS, Childhood lead poisoning is a silent, but very harmful environmental disease that can cause serious long-term harm, including developmental delays, learning disabilities, cognitive and behavior disorders and in the most severe cases, coma, seizures, and death;
- WHEREAS, Toddlers and young children under the age of six years in low-income families and those living in pre-1978 housing are at higher risk of lead poisoning;
- WHEREAS, In Orange County cases of lead poisoning in children continue to occur. Almost 400 children ages 0 to 5 years were identified in 2020 with increased blood lead levels (preliminary data from the CA Department of Public Health);
- WHEREAS, Most children who have lead poisoning do not look or act sick. The best way to identify children with lead poisoning is through targeted screening of high-risk children with a blood lead test;
- WHEREAS, Lead hazards are most prevalent in pre-1978 paint, dust, soil, lead dust brought home on parents' work clothes, some imported ceramic pottery, traditional home remedies, some imported spices, candies and foods, and hobbies involving lead products. Discontinuing their use and eliminating such lead hazards will help prevent children from becoming lead poisoned;
- WHEREAS, Childhood lead poisoning can also be prevented by encouraging renovators and contractors to follow lead-safe work practices that prevent the spread of lead dust and paint chips when working on pre-1978 homes, child-care facilities, and schools;
- WHEREAS, It is the responsibility of all parents and the community to take the necessary precautions and provide a safe environment to help ensure a bright and healthy future for our children; and
- WHEREAS, The City of Garden Grove commends the Health Care Agency's Childhood Lead Poisoning Prevention Program staff for their coordinated efforts to increase community awareness about lead hazards and lead poisoning prevention methods to promote healthy families in Orange County.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove does hereby declare the week of October 24 through October 30, 2021, as "Childhood Lead Poisoning Prevention Week" and encourages all parents and caregivers of children under the age of six years to ask their child's medical provider about their risk for lead poisoning and if a blood lead test is needed; and encourages housing renovators and contractors to follow lead-safe work practices.

October 12, 2021

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 certifying commitment to projects submitted in Fiscal Years 2022/23 through 2027/28 for the Federal Transportation Improvement Program. (<i>Action Item</i>)	Date:	10/12/2021

<u>OBJECTIVE</u>

To maintain eligibility with the fiscal year 2022/23 Federal Transportation Improvement Program (FTIP) by adopting a resolution certifying the City's financial commitment for existing and future FTIP projects.

<u>BACKGROUND</u>

The FTIP is the primary means of implementing the Regional Transportation Plan, which includes regionally significant projects funded with state and federal funds. The base FTIP is updated every two years and the 2023 FTIP covers fiscal years 2022/23 through 2027/28.

DISCUSSION

The Orange County Transportation Authority requires a City Council resolution certifying that funding listed in current and future city projects are available and committed from each local agency. Further, the City ensures capital funding is available for state and federal matching requirements in developing the annual capital improvement program.

FINANCIAL IMPACT

There is no impact to the General Fund. The attached resolution is required for future state or federal grant funding.

<u>RECOMMENDATION</u>

It is recommended that the City Council:

• Adopt the attached resolution certifying a commitment to fund projects submitted for inclusion in fiscal years 2022/23 through 2027/28 Transportation Improvement Program.

By: Trevor Smouse, Sr. Administrative Analyst

ATTACHMENTS:

Description RESOLUTION

Upload Date 9/23/2021 **Type** Resolution File Name FTIP_Resolution_FY_22.23.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE CERTIFYING THAT THE CITY HAS THE RESOURCES TO FUND THE PROJECTS SUBMITTED FOR INCLUSION IN FISCAL YEARS 2022/2023 THROUGH 2027/2028 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMING THE CITY'S COMMITMENT TO IMPLEMENT ALL THE PROJECTS SUBMITTED TO THE PROGRAM

WHEREAS, the City of Garden Grove is located within the metropolitan planning boundaries of the Southern California Association of Governments;

WHEREAS, the City Council has authorized project submittals to the Orange County Transportation Authority's (OCTA) Federal Transportation Improvement Program (FTIP);

WHEREAS, the City of Garden Grove is the lead agency for projects and will comply with local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Buy America; and

WHEREAS, the City of Garden Grove agrees to construct Transportation Control Measures projects as noted in the amendments in a timely manner.

NOW, THEREFORE, BE IT RESOLVED that the City of Garden Grove does hereby affirm the City's commitment to the projects submitted in the 2023 Federal Transportation Improvement Program.

PASSED, APPROVED AND ADOPTED this ____day of _____, ____.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of a purchase order to National Auto Fleet Group for one (1) new Public Works Department pickup truck. (Cost: \$28,982.10) (Action Item)	Date:	10/12/2021

<u>OBJECTIVE</u>

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

BACKGROUND

The Public Works Department has one (1) truck that currently meets the City's guidelines for replacement and was approved through the FY 21/22 budget process. This truck is replacing a 2003 Chevrolet C2500 truck with 59,774 miles from the Streets 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-NAF. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group Ford F-150 Regular Cab \$28,982.10*

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

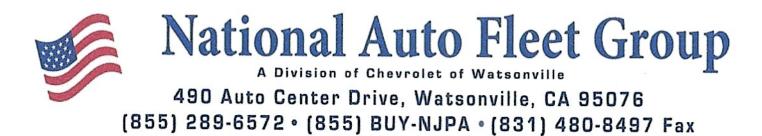
There is no impact to the General Fund. The financial impact is \$28,982.10 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$28,982.10 to National Auto Fleet Group for the purchase of one (1) new Public Works Department pickup truck.
- By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:					
Description	Upload Date	Туре	File Name		
Nation Auto Fleet Group Quote	9/30/2021	Backup Material	National_Auto_Fleet_Quote_#589.pdf		



Fleet@NationalAutoFleetGroup.com

UNIT ???

September 12 2021

Mr. Steve Sudduth City of Garden Grove 13802 New Hope St Garden Grove, Ca 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 2022 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box responding to your requirement with the attached specifications for \$ 26,564.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2022 Ford F-150 Reg Cab 6.5" Box	32,755.00	26 564 00	18 0.0%	6 101 00
	52,755.00	26,564.00	18.90%	6,191.00
Sub Total		26,564.00		
Sales Tax		2,324.35		
Transportation		85.00		
Tire Tax		8.75		
Total		28,982.10		
Ferms are net 30 days.		an a		

Delivery 120-180 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard National Law Enforcement Sales Manager National Auto Fleet Group Wondries Fleet Group 626-457-5590 O / 714-264-1867 C / <u>Buzzard5150@gmail.com</u>











Prepared By:

Kevin Buzzard Wondries Fleet Group / National Auto Fleet Group 626-457-5590 OFC Buzzard5150@gmail.com

An Autodata Solutions Brand Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (Complete)

2022

HROMEDATA

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Selected Model and Options MODEL CODE MODEL 2021 Ford F-150 XL 2WD Reg Cab 6.5' Box F1C 2022 COLORS CODE DESCRIPTION YZ **Oxford White** ENGINE CODE DESCRIPTION 99B Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD) TRANSMISSION CODE DESCRIPTION 44G Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD) **OPTION PACKAGE** CODE DESCRIPTION 100A Equipment Group 100A Standard **AXLE RATIO** CODE DESCRIPTION X19 3.55 Axle Ratio (STD) WHEELS CODE DESCRIPTION 64C Wheels: 17" Silver Steel (STD) TIRES CODE DESCRIPTION Tires: 245/70R17 BSW A/S (STD) PRIMARY PAINT CODE DESCRIPTION YΖ Oxford White



Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (Complete)

2022

SEAT TYPE

CODE	DESCRIPTION
------	-------------

AS Black Medium Dark Slate, Vinyl 40/20/40 Front Seat

ADDITIONAL EQUIPMENT - PACKAGE

CODE DESCRIPTION

85A XL Power Equipment Group -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm *GROSS*

ADDITIONAL EQUIPMENT - MECHANICAL

	CODE	DESCRIPTION
	425	50 State Emissions
	53B	Class IV Trailer Hitch Receiver -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness w/7-pin-to-4-pin adapter and smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available.)
A	DITIONA	L EQUIPMENT - EXTERIOR

 96W	Tough Bed Spray-In Bedliner
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates, optional to all others
CODE	DESCRIPTION

Options Total



An Autodata Solutions Brand Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (Complete)

Standard Equipment

CHROMEDATA

Mechanical	
	Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)
	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)
	3.55 Axle Ratio (STD)
	Rear-Wheel Drive
	70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
	200 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	Trailer Wiring Harness
	1985# Maximum Payload
	GVWR: 6,010 lbs Payload Package
	Gas-Pressurized Shock Absorbers
	Front Anti-Roll Bar
	Electric Power-Assist Steering
	23 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Double Wishbone 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, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 17" Silver Steel (STD)
	Tires: 245/70R17 BSW A/S (STD)
	Regular Box Style
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles



Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (Complete)

Exterior	
	Black Manual Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	Auto High Beam
Entertainment	
	Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System
	Radio: AM/FM Stereo w/4 Speakers -inc: auxiliary audio input jack
	Fixed Antenna
nterior	
	Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
	Driver Seat
	Passenger Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer
	FordPass Connect 4G Mobile Hotspot Internet Access
	Front Cupholder
	Compass
	Manual Air Conditioning
	Locking Glove Box
	Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror



Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (
 Complete)
 2011

Interior	
	Full Overhead Console w/Storage and 1 12V DC Power Outlet
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
	Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins
	Manual 1st Row Windows
	Outside Temp Gauge
	Analog Appearance
	Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
	Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
	Rear View Camera
	Seats w/Carpet Back Material
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Engine Immobilizer
	1 12V DC Power Outlet
Safety-Mechanical	
	AdvanceTrac with Curve 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
	Safety Canopy System Curtain 1st Row Airbags
	Airbag Occupancy Sensor
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners



CHROMEDATA Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (</ Complete) 2022

Window Sticker

SUMMARY

[Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box 2000

Interior:Black Medium Dark Slate, Vinyl 40/20/40 Front Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.3L V6 PFDI

Transmission: Electronic 10-Speed Automatic

OPTIONS

OF HONS		
CODE	MODEL	MSRP
F1C	2027 [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box	\$29,290.00
	OPTIONS	
100A	Equipment Group 100A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
425	50 State Emissions	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
53B	Class IV Trailer Hitch Receiver	\$205.00
64C	Wheels: 17" Silver Steel	\$0.00
85A	XL Power Equipment Group	\$970.00
96W	Tough Bed Spray-In Bedliner	\$595.00
99B	Engine: 3.3L V6 PFDI	\$0.00
AS	Black Medium Dark Slate, Vinyl 40/20/40 Front Seat	\$0.00
X19	3.55 Axle Ratio	\$0.00
YZ	Oxford White	\$0.00
	Tires: 245/70R17 BSW A/S	\$0.00
	SUBTOTAL	\$31,060.00
	Adjustments Total	\$0.00
	Destination Charge	\$1,695.00
	TOTAL PRICE	\$32,755.00
FUEL ECONOMY		

Est City:20 MPG

Est Highway:24 MPG

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: 14679, Data updated Sep 12, 2021 4:15:00 AM PDT

MSRP:\$29,290.00



Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Ford F-150 (F1C) XL 2WD Reg Cab 6.5' Box (</ Complete)

Est Highway Cruising Range:552.00 mi

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of a purchase order for Bid No. S-1285 to Maneri Sign Company for the purchase of various street signs. (Cost: \$51,370.36) (<i>Action Item</i>)	Date:	10/12/2021

<u>OBJECTIVE</u>

For the City Council to authorize the Finance Director to issue a purchase order under Bid No. S-1285 to Maneri Sign Company for the purchase of various street signs.

BACKGROUND

The City, under the Manual on Uniform Traffic Control Devices for Streets and Highways, is required do regular maintenance on street signs that are faded and are no longer legible throughout the City.

DISCUSSION

Due to the large amount of street signs that need to be purchased, a list of signs were posted on Planet Bids for vendors to bid on. The list was posted from August 10, 2021 thru September 10, 2021. In response to prescribed bidding procedures, three (3) bids were received and deemed responsive. The bid results are as follows:

Maneri Sign Company	\$51,370.36
Main Street Signs	\$62,667.13
Zumar Industries Inc.	\$83,587.43

Staff has examined the bids received and determined that the lowest responsive bidder is Maneri Sign Company. Staff has researched the proposed vendor's service history, finding no negative issues in customer service.

FINANCIAL IMPACT

Funding for the purchase of these various street signs is available in the 2021/2022 Streets Division sign budget.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$51,370.36 to Maneri Sign Company for the purchase of various street signs.
- By: Raul Leyva, Public Works Supervisor

ATTACHMENTS:			
Description	Upload Date	Туре	File Name
Bid Form	9/29/2021	Backup Material	Bid_Form _Maneri_Sign.pdf
Bid Results	9/29/2021	Backup Material	Bid_Results_IFB_S- 1285.pdf

Bidders Acknowledgment and Listing of Exceptions to the Specification

I have read and agree to comply with each of the above did specifications. If there are any exceptions to these specifications, I have clearly listed them in full below and understand that the City reserves the right to reject bids that do not meet the specifications as stated in this IFB.

Company Name: Maneri Sign Company dba Statewide Safety Systems

Address: 1928 W 135th St, Gardena CA 90249

Phone Number: 310.327.6261 FAX Number: 310.327.9841

Exceptions: _____

Provide Various Street Signs

22

PART IV Bid No. S~1285 Provide Various Street Signs for the City of Garden Grove

"ATTACHMENT A" BID FORM

I. PRICING

(Price to include all applicable taxes and fees) *Note: Terms of less than Net 20 days will **NOT** be accepted by the City. <u>All pricing is to be entered in the City's PlanetBids</u> portal. Handwritten bids will not be accepted for any reason.

Company Name Maneri Sign Company dba Statewide Safety Systems

I. <u>DELIVERY PERIOD</u>

Bidders are to specify the lead-time for the delivery of all signs.

Item No. 1 - Calendar Days 7-10 days after receipt of order

II. OPTION

The CITY may, at its sole discretion, elect to exercise an option for additional signs up to one (1) year after delivery and acceptance of the original signs provided the contractor agrees to furnish the unit at the original bid price or lower.

Bid No. S-1285

Section 1

BIDDER'S STATEMENT:

OUR OFFER IS AFFIRMED HERETO. It is understood that your specifications and conditions set forth on bid sheets form part of our offer. We certify the prices offered are valid for the total contract or any portion thereof.

We specifically agree to keep this offer open for 120 days.

The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

Addendum No.

Date

FIRM NAME: Maneri Sign Company dba Statewide Safety Systems

ADDRESS: 1928 W 135th ST

Gardena, CA 90249

BY: Samantha Norys Type or Print Your Name

SIGNED BY: <u>Samantha Norys</u>	
TITLE: Branch Manager	
TELEPHONE: (310) <u>327 - 6261</u>	
FAX NO (310) <u>327 _9841</u> E-Mail: <u>5</u>	Samantha @ Statewidess.com
READ CAREFULLY ALL PARAGRAPHS - SIGN AN	ID RETURN COPY WITH YOUR BID

Provide Various Street Signs

Bid No. S-1285

24

Bid No. S-1285

Section 2

CO-OPERATIVE PURCHASING AMONG GOVERNMENT AGENCIES

The successful contractor based on this bid, is hereby requested to extend the same prices, terms and conditions of this bid to other government agencies, contingent upon mutual agreement of these other government agencies and the successful contractor. Should such agreements materialize, contracts would be issued and administered by each individual government agency, directly with the successful contractor.

Bidder is requested to indicate if a contract based on this bid, will be extended to other government agencies under the terms described above:

PLEASE CHECK ONLY ONE: YES SN V NO _____.

の時間の日本のための日本の	t ZUMAR	INDU	\$4,826.90	\$2,126.25	\$281.65	\$743.56	\$774.80	\$1,165.20	\$411.20	\$411.20	\$411.20	\$411.20	\$1,727,50	\$2,532.75	\$920.50	\$791.00	\$455.10	\$455.10	\$1.242.85	\$920.50	\$287,25	\$373.45	\$373.45	\$311.20	\$395.36	\$561.96	\$449.12	\$281.82	\$318.96	\$267.72	\$288.56
100000	Main Street	Signs	\$4,695.30	\$2.247.75	\$249.75	\$578.55	\$779.35	\$1,199.00	\$239.80	\$239.80	\$239.80	\$239.80	\$1,747.50	\$2,621,25	\$873.75	00.969\$	\$349.50	\$349.50	\$1.223.25	\$873.75	\$174.75	\$299.75	\$299.75	\$299.75	\$279.80	\$419.70	\$239.80	\$143.70	\$239.70	\$239.80	\$239.80
Aller and the second	Maneri Sign	Company	\$5,340.14	\$2,045,25	\$227.25	\$395.56	\$738.53	\$1,136.20	\$227.24	\$227.24	\$227.24	\$227.24	\$1,363.50	\$2,045,25	\$681.75	\$545.40	\$272.70	\$272.70	\$954.45	\$681.75	\$136.35	\$284.05	\$284.05	\$284.05	\$318.16	\$477.24	\$227.24	\$81.84	\$218.16	\$145.44	\$145.44
RESULTS		Quantity	94	45	ъ	29	13	20	4	4	4	4	50	75	25	20	10	10	35	25	S	5	5	S	4	6	4	6	6	4	4
BID		MON	EA	Ę	3	Ę	EA	B	EA	EA	Ę	EA	EA	ß	E	E	E	3	Ę	1	Ę	E	Ę	Ę	đ	Ę	Ę	EA	E	Š	E
285 Provide Various Street Signs-BID RESULTS		Reference	R1-1	R2-1	R2-1 35	R26(S) CA	W3-1	R3-7	M1-1A	W1-1A	M1-1A	W1-1A	SSS Street Sweeping	SSS Street Sweeping	SSS Street Sweeping	SSS Street Sweeping	SSS Street Sweeping	SSS Street Sweeping	SSS Street Sweeping	SSS Street Sweeping	SSS Street Sweeping	W14-1	W14-2	W8-1	SW24+2	SW24-3	R48(CA)	R30(CA)	R5-2	R36(CA)	R36(CA)
IFB S-1285 Provide Va		Description	R1-1 STOP SIGN 30"m Description Here	R2-1 25 25 MPH 24X30	R2+1 35 35 MPH 24X30R	R26(S) CA NO STOPPING ANYTIME 12X18		R3-7 RIGHT LANE MUST TURN RIGHT 30X30	ւտ		W1-1A LEFT 10 MPH30"	W1-1A RIGHT 10 MPH30"	SSS-STREET SWEEPING-ANY STREET THIS TRACT 2/4 FRI 8-4PM 18X24	SSS-STREET SWEEPING-ANY STREET THIS TRACT 1/3 FRI 8-4PM 18X24	SSS-STREET SWEEPING-THIS SIDE 1/3 FRIDAY 8-4PM18X24	SSS-STREET SWEEPING-THIS SIDE 2/4 FRIDAY 8-4PM18X24	SSS-STREET SWEEPING- THIS STREET 2/4 FRIDAY 8-4PM 18X24	SSS-STREET SWEEPING- THIS STREET 1/3 FRIDAY 8-4PM 18X24	SSS-STREET SWEEPING-THIS SIDE 2/4 FRIDAY SAM-9AM 1BX24	555-51 REET SWEEPING- THIS SIDE 1/3 FRIDAY 5AM-9AM 18X24	SSS-STREET SWEEPLNG- THIS STREET FRIDAYS SAM-9AM 18X24	W14-IDEAD END 30-	W14-2NO OUTLET 30"	dIC 1-8M	SW24-2 LEFT ARROW30X42	SW24-3AHEAD30X42	R48(CA) SPEED ENFORCED BY RADAR 30X30	R30(CA) NO PARKING 7-9AM / 2-5PM 12X18	R5-2NO TRUCKS 24"	R36(CA) NO COMMERCIAL VEHICLES OVER 6 TONS	R36(CA) NO COMMERCIAL VEHICLES OVER 5 TONS
		Section	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY	Section 1-BEACH BLVD TO CITY	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY LIMIT	Section 1-BEACH BLVD TO CITY								
		Item #	1	2	m	4	S	9	7	8	σ	10	11	12	13	4	15	16	17	18	19	20	21	22	23	24	25	26	27	28	62

Page 29 of 62

IFB S-1285 VARIOUS STREET SIGNS BID RESULTS1

Section 1-BEACH BLVD TO CITY LIMIT Section 1-BEACH BLVD TO CITY LIMIT Section 1-BEACH BLVD TO CITY	BEGIN END	RBIA(CA) RBIB(CA)	EZ EZ	م م	\$54.54 \$54.54	\$95.70 \$95.70	\$161.88 \$136.26
	THK PARKING 12X18	R32(CA)	E	~	\$95.48	\$167.65	\$307.65
	1HR PARKING-9AM/6PM MON-FRIDAY12X18	R32(CA)	ß	m	\$40.92	\$71.85	\$204.78
	NO STOPPING 11PM-6AM18X24	NO STOPPING	EA	10	\$272.70	\$399.50	\$461.40
	TRUCK ROUTE- STRAIGHT ARROW24X30	TRUCK ROUTE -STRAIGHT	EA	10	\$454.50	\$499.50	\$587.80
_	TRUCK ROUTE- LEFT ARROW24X30	TRUCK ROUTE-LEFT	£	10	\$454.50	\$499.50	\$587.80
_	TRUCK ROUTE- RIGHT ARROW24X30	TRUCK ROUTE-RIGHT	EA	10	\$454.50	\$499.50	\$587.80
_	TRUCK ROUTE- ALL WAY ARROWS24X30	TRUCK ROUTE-ALL	EA	10	\$454.50	\$499.50	\$587.80
_	IRUCK ROUTE- LEFT AND RIGHT ARROW 24X30	TRUCK ROUTE-LEFT	EA	10	\$454,50	\$499.50	\$587,80
	R10-7 DO NOT BLOCK INTERSECTION	R10-7	EA	9	\$272.70	\$299.70	\$341.34
	R10-11 NO TURN ON RED	R10-11	EA	6	\$272.70	\$329.70	\$358,08
	W10-1R RAIL ROAD SIGN 24"ROUND	W10-1R	EA	20	\$727.20	00.999.00	\$1,080,40
_	LEFT ARROW - 42X18	R49(CA) LEFT	EA	15	\$715.80	\$749.25	\$820,05
	RIGHT ARROW - 42X18	R49(CA) RIGHT	EA	15	\$715,80	\$749.25	\$820.05
		R7-9A	EA	30	\$409.20	\$598,50	\$774.00
		R3-18	EA	20	\$727.20	\$799.00	\$900.60
		R3-4	Ę	20	\$727.20	\$799.00	\$900.60
				Subtotal	\$27,569.89	\$30,974,00	\$34,723.40
_	5570 SANTA RITA AVE	B-SNS	A S	-,	\$51.62	\$69.95	\$110.60
-	11960 BLACKMER ST	B-SNS	55		\$51.62	\$69,95	\$110.60
	5570 SANTA MONICA AVE	SNS-8	EA		\$51.62	\$69,95	\$110.60
-1-	11820 BLACKMER ST SSRD SANTA RARBARA AVF	B-SNS B-SNS	EA		\$51.62 \$51.67	\$69.95 \$69.95	\$110.60
1	11800 FAIRCHILD ST	B-SNS	<u>ک</u> ا		\$51.62	\$69.95	\$110.60
	5560 SANTA BARBARA AVE	B-SNS	Ł	1	\$51.62	\$69.95	\$110,60
-	11760 FAIRCHILD ST	B-SNS			\$51.62	\$69.95	\$110.60
+	11760 BARTLETT ST	B-SNS	5		\$51.62	\$69.95	0910115
	5300 SANTA CATALINA AVE	B-SNS	EA	-	\$51.62	\$69.95	\$110.60
-	11800 BARTLETT ST	B-SNS	E		\$51.62	\$69.95	\$110.60
-1-	5300 SANIA BARBARA AVE 5320 SANTA MÜNICA AVE	B-SNS	E A U		\$51.62	\$69.95 ¢60.05	\$110.60
+	11870 MANLEY ST	SNS-8	5		\$51.62	\$69.95	\$110.60
1	11890 MANLEY ST	B+SNS	E	1	\$51.62	\$69.95	\$110.60
~ - +-		B-SNS	E		\$51.62	\$69'95	\$110.60
-+-	11910 FAIRCHILD ST SEID SANTA DITA AVE	B+SNS a.cnc	E E		\$51.62 *** 62	\$69.95 * co oc	\$110.60 \$110.60
+	- 10	B-SNS	E E	-	\$51.62	\$69.95	09'0115
Ħ	5510 SANTA GERTRUDES AVE	B-SNS	5	-	\$51.62	\$69,95	\$110.60
+	11950 MANLEY ST	B-SNS	83		\$51.62	\$69.95	\$110.60
+-	232U SANIA GERIKUUES AVE 11950 BARTLETT ST	B-SNS	± 5	┥┍	\$51.62 \$51.62	569.95	\$110.60
ы	5270 SANTA GERTRUDES AVE	B-SNS	E		\$51.62	\$69.95	\$110.60
		JER S.1285					

IFB S-1285 VARIOUS STREET SIGNS BID RESULTS2

Page 30 of 62

IFB S-1285	VARIOUS STREET SIGNS	BID RESULTS3
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\$110.60		\$110.60	\$110.60	\$110.60	¢110.60	00.0114	<u>9110.60</u>	5 110.60	\$110.60	\$110,60	\$110.60	<110 60	00.014	00.0114	\$221.20	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110,60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	21,980.20	00'0114	00'0114	\$110.60	¢110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	5110.00	07 0117	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	110.0U	\$110.60	¢110.60	
\$69.95	20000	66.604	\$69.95	\$69.95	\$60 OS	10.01	10.50	66.695	\$69.95	\$69,95	\$69.95	\$6 Q5	*E0 05	C5.20¢	51.39.90	\$ 69.95	\$ 69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$ 69.95	\$69.95	\$69.95	\$69.95 *** 01	C6.695	20 024	200-20	202.20	\$6.95	\$69.95	56,95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	569.95	\$69.95	\$69.95	550.05	20.406	\$69.95	\$6.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	509.95	\$69.95	20 024	\$69.95	469.95	
\$51.62		70.1C¢	\$51.62	\$51.62	¢51 67	20172	70'764	20.166	\$51.62	\$51.62	\$51.62	<51.62	424105. 461 63	20.104	5103.24	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$ 51.62	\$51.62	\$51.62	\$51.62	<u>\$51.62</u>	5 51.62	551.62	70.105	\$1,333./4 651.63	\$31.04 661.63	201.02 451.53	\$51.62	¢51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	20.14	20104	\$51.67	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	<u>\$51.62</u>	201.02	551.62	20105	\$51.62	\$51.62	1000
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B-SNS	ſ						T						ĺ						B-SNS E									Ì	B-CNC												-						Ì								-				B-SNS	T	
5970 SANTA CATALINA AVE	7 7		11770 ST. MARK ST	5730 SANTA CATALINA AVE	11770 TUNSTALL ST	CCON CANTA CATALTALA AVE			5640 SANTA CATALINA AVE	11751 BLACKMER ST	5610 SANTA CATALINA AVE	11980 BLACKMER ST					2000 SANIA KIIA AVE	11930 TUNSTALL ST	5730 CHAPMAN AVE	11980 ST. MARK ST	11930 ST. MARK ST	5720 SANTA RUTA AVE	59/U SANIA BARBARA AVE	11820 VALLET VIEW SI	11840 BAILEY ST	2800 SANIA BAKBAKA AVE			1 2010 RADTI ETT ST	C270 HOLLAND AVE	1 JORD FAIDCHILD CVL	5530 HOLLAND AVE	55B0 VANGUARD AVE	12060 BLACKMER ST	12060 FAIRCHILD ST	5540 VANGUARD AVE	12082 MANLEY ST	5320 VANGUARD AVE	12210 MANLEY ST	5320 BELGRAVE AVE	12210 CASPER ST	5370 BELGRAVE AVE	53/U LAUKELIUN	12160 CASPER ST	53/0 AMY AVE		12110 BLACKMED ST	12210 BARTLETT ST	5270 BELGRAVE AVE	5600 CHAPMAN AVE	11980 BLACKMER ST	5610 BELGRAVE AVE	12210 BLACKMER ST	5600 HUNTLEY AVE	12260 BLACKMER ST		L2310 BLACKMEK SI		5590 RICHMOND AVE	12360 BLACKMER ST	
Section 3-MAP PAGE 2211	Cartion 2-MAD DACE 3311		Section 3-MAP PAGE 2211	Section 3-MAP PAGE 2211	Section 3-MAP PAGE 2211	Cortion 2-MAD DAGE 2311			Section 3-MAP PAGE 2211	Cartion 2-MAD DACE 3311		SECTION 3-MAP PAGE 2211	Section 3-MAP FAGE 2211		Sertion 4-MAP PAGE 2310	Sertion 4-MAD PAGE 2310	Sertion A-MAP PAGE 2310	Section 4-MAP PAGE 2310		Section 4-MAP PAGE 2310		Section 4-MAP PAGE 2310 Cortion 4-MAD DAGE 2310	Section 4-MAD DACE 2310	Section 4-MAP PAGE 2310	Section 4-MAP PAGE 2310																																				
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IFB S-1285 VARIOUS STREET SIGNS BID RESULT54

\$110.60	00.0114	\$110.bU	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	¢110.60	¢110.60	2110.00		000114	110.00	00'01'4	\$110 CD	00'0714	00'01T	\$110 CU	0000114	00'0114	2110.00	2110 ED	02.0114	¢110.00	2110-00	\$110 60	¢110 60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110,60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	S110.60	5110.60	00.0114	\$110.00	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$4,866.40	00'01'14
\$69.95 ¢60.05	503-30	509.95	509.40	\$ 69.95	\$69.95	\$69.95	\$ 69.95	5 69.95	5 69.95	\$ 69.95	\$69.95	\$69.95	26 97s	¢60 05	42 407 EA		*60 DE	¢60.05	*C0.05	450 DE	450 DE	403.3J	203-33	*C0.05	\$60 DE	660 DC	\$60 OE	460 05	¢60 05	\$50 DE	¢69.05	¢69 95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69,95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	509.95	50.405	20.20	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$69.95	\$50 05	469 QS
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12450 MANLEY ST						122/U CASPER SI				5421 LUULUW AVE	12360 VERA CIR	5380 LUDLOW AVE	12351 CASPER ST	5321 LUDLOW AVE		SGOD CHAPMAN AVE	1 2000 WINTON ST	12070 WINTON ST	5640 VANGUARD AVE	12210 WINTON ST	5650 BFI GRAVE AVE	12210 THINSTALL ST	5700 RFI GRAVE AVE	12210 ST MABK ST	5740 BEI GRAVE AVF	5750 LAURELTON	12160 ST. MARK ST	5720 VANGUARD AVE	12060 ST. MARK ST	12060 TUNSTALL ST	5660 VANGUARD AVE	5730 CHAPMAN AVE	11980 ST. MARK ST	5780 CHAPMAN AVE	12000 BAILEY ST	12180 BAILEY ST	5840 LAURELTON	5850 BELGRAVE AVE	12260 BAILEY ST	5990 BELGRAVE AVE	12201 VALLEY VIEW ST	12830 SI, MARK ST	5870 LAMPSON AVE	IZ350 WINTON ST		12360 ST. MARK ST		L234U BAILET SI			12260 ST MARK ST	5880 HUNTLEY AVE	12260 WINTON ST	5650 HUNTLEY AVE	12300 WINTON ST	5650 LUDLOW AVE	12300 ST, MARK ST		52R0 TRINETTE DR	12510 MANLEY ST
Section 4-MAP PAGE 2310	Section 4-MAP PAGE 2310	Sartion 4-MAD DACE 2310				Section 4-MAD BACE 2310			Contion A-MAD DACE 2310	SECUDII 4-MAP PAGE 2310	Section 4-MAP PAGE 2310		Section 5-MAP PAGE 2311	Section S-MAP PAGE 2311	Section 5-MAP PAGE 2311	Section 5-MAP PAGE 2311		Section 5-MAP PAGE 2311	Section 2-MAP PAGE 2311	Section 5-MAP PAGE 2311	Contine 5-MAD BACE 2311	Section S-MAD DAGE 7311	Section 5-MAP PAGE 2311		Section 6-MAP PAGE 2410	Section 6-MAP PAGE 2410																																		
136	1	, F					143	144	146		146	ţ	148	149	-	150	151	152	153	4	S	9	157	8	59	160	161	62	163	164	165	166	167	8	6	170	12	2	173	174	175			1/8	7	+	101	201	╏		 _	-	188	6	190	_	192		4	195

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\$110.60	09'01T\$	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	<pre></pre> <pre></pre>	<pre>\$110.60</pre>	+110 ED	0000114	2110 ED	020112	\$110.60	\$110.60	\$110.00	\$110.60	\$110.60	\$110,60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	000115	\$110.60	\$110 60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.00	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	110.0U	\$110.60	\$110.60	\$110.60	\$110.60	\$110.60	5110.60	\$110.60	511U,6U
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IFB S-1285 VARIOUS STREET SIGNS BID RESULTS6

IFB 5-1285	VARIOUS STREET SIGNS	BID RESULTS7
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IFB 5-1285 VARIOUS STREET SIGNS BID RESULTS8

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Page 36 of 62

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Receive and file warrants. (Action Item)	Date:	10/12/2021

Attached are the warrants recommended to be received and filed.

ATTACHMENTS: Description	Upload Date	Туре	File Name
Warrants	10/7/2021	Warrants	10-12- 21_CC_Warrants_(Payroll_10- 07-21).pdf

	2083.21 1320 07	725	~	56	16	363.87	284.44	12.0#	216.48 200 E2	30.002	1900553	7373.16	2241.87	3795.66	2246.17	2367.21	2696.26	2426.60	1739.32	2585.65	1374.20	2568.01	2550.63	2796.12	1513.37	1740.79	2007 T3	1048 28	3606.81	1566.98	1359.12	3791.54	2257.10	CC.0COT 7486 74	1861.88	1714.93	1737.66	٥.	4.	2722.42	2018.20	വഥ	2826.18		
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D386813 ALBERT J CARRISOZA	2233.29	D386814	GABRIELA R CONTRERAS	2328.	.71
D386815 JULIE T COTTON	1855.72	D386816	ERIC M ESPINOZA	1852.	0
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3 RICK S 7	296.20	D386834	IOAN ANDREI	•	.63
5 SYLVESTER A BABINSKI	IV 2007.37	D386836	DONEISHA L BELL	•	17
7 JEFFREY G CANTRELL	2251.45	868	JULIA ESPINOZA	•	10
9 CECELIA A	1253.36	D386840	CONRAD A FERNANDEZ	•	91
. 4	903.86	D386842	JORGE GONZALEZ	•	.73
D386843 MICHAEL R GREENE	2019.32	D386844	RONALD D GUSMAN	1106.	.07
	1223.72	D386846	ERIC W JOHNSON	•	.27
2	973.06	D386848	KHUONG NGUYEN	1268.	.72
	1268.72	D386850	RAFAEL ROBLES	I698.	.69
D386851 ADRIANNA M RODRIGUEZ	1149.54	D386852	EDWIN O THURMAN JR		.69
D386853 RODERICK THURMAN	1798.34	D386854	EVARISTO VERA	•	.61
D386855 RICHARD L WILLIAMS	2447.33	D386856	ANSELMO AGUIRRE	2014.	98
D386857 DOMINIC CAMERA	734.61	D386858	PHILLIP J CARTER	2660.	.25
D386859 RICK L DUVALL	3382.61	D386860	AARON R HANSEN	1468.	.38
D386861 HUY HOA HUYNH	2333.37	D386862	MATTHEW D ILFELD	1514.	.11
D386863 BRYAN D KWIATKOWSKI	2254.62	D386864		1398.07	.07
5 ROLANDO	3121.14	D386866	RICARDO SALDIVAR	643.	.17
7 WILLIAM A	2031.60	D386868			. 62
	2958.89	D386870	JOSEPH E TRUJILLO	1247.	. 70
D386871 WILLIAM J WHITE	2202.91	D386872	JESSE GUZMAN	1976.	2
-	2092.75	D386874	BRETT A MEISLAHN		.66
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7 BRENT W		D386888	FRANK D HOWENSTEIN	2493.	. 88
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H	21	D386902		9	9
D386903 KENNETH E CUMMINGS	35.8	8690	MARLY DELGADO CHAVEZ	4	50
D386905 GABRIELA DIAZ	96.	D386906	KELDEN A DOWNS	5	.87
D386907 MARK C FREEMAN	3235.52	D386908	JARED D GARCIA	519.	41
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D386909	VANESSA L GARCIA	398.66	D386910	JENNIFER DANIELLE GODDAR	2758.32
D386911	STEVEN E GOMEZ	862.46	D386912	JACOB R GRANT	1881.02
D386913	KIMBERLY K HOLER	237.96	D386914	ELAINE M MA AE	
D386915	LORENA OCHOA MCINTYRE	2522.24	D386916	JESUS MEDINA	1875.70
D386917	JUAN MEDINA	251	D386918	JOHN A MONTANCHEZ	4963.93
D386919	KIRSTEN K NAKAISHI	602.20	D386920	ALEXANDER H NGUYEN	316.77
D386921	NOEL N NICHOLAS	985.84	D386922	NATALIE NODAL	
D386923	GABRIELA OCADIZ HERNANDE	3087.12	D386924	CHRISTIAN PANGAN	
D386925	JANET E PELAYO	902	D386926	EDOUARD T PHAN	178.01
D386927	SHADY S PUAILOA	718.78	D386928	SUGEIRY REYNOSO	2426.51
D386929	MARINA Y ROMERO	2023.26	D386930	MARIA D ROSALES	559.09
D386931	TANYA ROSAS	174.82	D386932	DIANA SALDIVAR	445.37
D386933	DANA MARIE SAUCEDO	2504.59	D386934	EMERON J SCHLUMPBERGER	•
D386935	SAMANTHA M SERNA	510.31	D386936	MYCHAELLA J SIEVE	•
D386937	LAUREN ROSE EMIKO N SING	109.90	D386938	REBECCA S SMITH	417.76
D386939	KENNETH P TRAVIS III	701.40	D386940	KATHY TU	129.29
D386941	CLAUDIA VALDIVIA	3094.33	D386942	JEFFREY VAN SICKLE	2319.93
D386943	DAISY O VENCES	197.95	D386944	PAUL E VICTORIA	1368.80
D386945	JACOB D VIRAMONTES	135.76	D386946	DAVID M WILMES	610.68
D386947	PEDRO R ARELLANO	3858.70	D386948	THOMAS R DARE	5992.58
D386949	CAROLE A KANEGAE	2631.03	D386950	KRISTEN A BACKOURIS	1586.99
D386951	SHARON S BAEK	2210.52	D386952	GENA M BOWEN	1926.03
D386953	JESENIA CAMPOS	2420.38	D386954	NICHOLAS A DE ALMEIDA LO	5218.14
D386955	AMIR A EL FARRA	4351.47	D386956	HELENA ELSOUSOU	2666.60
D386957	BRIAN C GIRGENTI	3834.52	D386958	AI KELLY HUYNH	2166.90
D386959	MICHAEL J JENSEN	4141.80	D386960	Z	1704.91
D386961	DAVID A LOPEZ	4677.88	D386962	ELLEN S LOPEZ	4975.77
D386963	MATTHEW P MARCHAND	4656.83	D386964	LINDA M MORIN	3937.05
D386965	JOSHUA T OLIVO	3820.57	D386966	PHILLIP H PHAM	3030.60
D386967	REYNA ROSALES	1878.05	D386968	ROBERT M STEPHENSON III	4600.52
D386969	MICHAEL J VISCOMI	3517.48	D386970	CARL J WHITNEY	7133.13
D386971	GIOVANNI ACOSTA	3575.00	D386972	MADELINE M ALVARADO	2166.49
D386973	TIMOTHY R ASHBAUGH	2763.73	D386974	_	3055.67
D386975		2501.61	D386976		4231.75
D386977	THOMAS A CAPPS	3708.46	D386978	5	2830.88
D386979	GARY L COULTER	643	D386980	CHARLIE DANIELEY III	1896.32
D386981	ISAAC DAVILA	2280.43	D386982	TANNER C DE PADUA	2032.82
D386983	RONALD A DOSCHER	1654.22	D386984	BROC D DUDLEY	862
D386985		2092.52	D386986	JESUS FAJARDO	•
D386987	HECTOR FERREIRA JR	2656.03	D386988	ROBERT D FRESENIUS	2207.54
D386989	JASON S FULTON	461	D386990	JESUS COMEZ	2042.84
D386991	TRAVIS J HADDEN	689	D386992		3507.02
D386993	JASON A HOWARD	647 797	D386994	KIKK P HUKLEY	
D386995	DONALD J HUTCHINS	192 192	5 (NICKOLAS K JENSEN	675
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10/07/21 PAGE 5	EL S MOSSER ON J PAQUA F PEREZ T POLOPEK E RANEY T D RICHARD EN L SIMONS M TESSIER M TESSIER A VNIGUEZ A VNIGUEZ A VNIGUEZ B ANDERSON F BANKSON F BANKSON C CENTENO E L CHEATHA CHUMBE I DELGADO F A MACY CK W MURPHY S R NADOLSK N TRUJILLO U CONTIEL PEREZ I CONRIGUEZ D SALGADO C SALCADO C SALCAND C C SANTANA C C BERTENO C C SANTANA C C BERTENO C C CONTIEL SILL C CONTIEL SILL C C C C C C C C C C C C C C C C C C C	
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D387101	RAITT, MURTLO JR	4544.60	D387102	ERIC T RUZIECKI	3572.96
D387103		4956.06	D387104	JULIO C CORTEZ	2781.67
D387105	DEREK M LINK	4045.86	D387106	ADAM D ZMIJA	4310.17
D387107	LISA A BELTHIUS	116.09	D387108	RICHARD O BURILLO	പ
D387109	RANDY G CHUNG	203.63	D387110	COURTNEY P CIBOSKY	041
D387111	JOHN DANG	358.79	D387112	CHRISTOPHER C DOVEAS	30.81
D387113	DANIEL S EDWARDS	592.44	D387114	EDWARD K KIM	69.14
D387115	EDUARDO C LEIVA	4665.27	D387116	MARIO MARTINEZ JR	4
D387117	JOHN O OJEISEKHOBA	255.39	D387118	JOSEPH A GARCIA	441.40
D387119	RODOLFO B RAMOS	465.45	D387120	RUDY A ROCHA	465.45
D387121	CALEB I VAUGHN	363.87	D387122	KAREN D BRAME	1143.62
D387123	KENNETH L CHISM	1865.42	D387124	KORY C FERRIN	4047.85
D387125		1029.16	D387126	VICTORIA M FOSTER	1858.47
D387127	THI A HUYNH	2547.80	D387128	KENNETH E MERRILL	554.67
D387129	DOUGLAS A PLUARD	4079.81	D387130	TRENTON L RASMUSSEN	1430.47
D387131	TUONG-VAN NGUYEN VU	2318.09	D387132	WILLIAM ALLISON	4736.39
D387133	RICHARD A ALVAREZ BROWN	3962.85	D387134	BEAU A BERENGER	3275.00
D387135	BRIAN D DALTON	2824.40	D387136	PATRICIA C FLINN	2653.16
D387137	PATRICK E GILDEA	5506.02	D387138	JENNIFER L ITURRALDE	979.49
D387139	RAOUEL D MATA	1425.30	D387140	REBECCA S MEEKS	5578.75
D387141	JONATHAN B WAINWRIGHT	3660.48	D387142	MARIA A ALCARAZ	2349.48
D387143	MARIA S ATWOOD	1950.57	D387144	RYAN S BERLETH	2150.04
D387145	BRITTANEE N BRANTNER	1795.44	D387146	CARISSA L BRUNICK	1904.35
D387147	TAMMY L CHAURAN HAIRGROV	2698.82	D387148	JACINTA F CHOWDHURY	1915.13
D387149	KRISTINA L CORNETT	1802.63	D387150	RUSSELL B DRISCOLL	1934.67
D387151	VERONICA FRUTOS	1286.75	D387152	DAVID L GEORGE	2144.82
D387153	FINKY C HINGCO	2346.90	D387154	LINDALINH THU LY	1818.78
D387155	MARIA C MCFARLANE	2055.63	D387156	DAWN M MONTOYA	3787.88
D387157	TRINA T NGUYEN	2026.84	D387158	JENNIFER V ROMBOUGH	2025.14
D387159	KIMBRA S VELLANOWETH	1968.30	D387160	CHRYSTAL L WEYKER	1676.83
D387161	SHANNON M YELENSKY	1809.52	D387162	SANDRA M ARROYO	1905.07
D387163	SHYLER R.D. CHAPPELL	2042.95	D387164	JENNIFER A DIX	2327.96
D387165	KATHERINE M FRANCISCO	2461.03	D387166	AMANDA B GARNER	970.53
D387167	LAUREN M LADD	2925.48	D387168		2450.66
D387169	MELISSA MENDOZA CAMPOS	2946.73	D387170	BRANDY J PARK	0
D387171	CRISTINA V PAYAN	0	D387172	JENNIFER M RODRIGUEZ	•
D387173	TANYA L SAMOFF	3014.64	D387174	н	ett i
D387175	NICOLE D SHORROW	2336.20	D387176	HEATHER P SLETTVET	1814.59
D387177		1915.55	D387178	MARSHA D SPELLMAN	-
D387179	SPENCER T TRAN	2353.01	D387180		9
D387181	CHERYL L WHITNEY	\sim	D387182	EVAN S BERESFORD	ŗ.
D387183	DANIEL A CAMARA	2756.60	D387184	JAMES D FRANKS	25041.04
D387185	PETE GARCIA	с. С.	D387186	ROBERT J GIFFORD	4.
D387187			D387188	WILLLIAM T HOLLOWAY	3754.13
D387189	GERALD F JORDAN	2	D387190	JOSEPH L KOLANO	m i
D387191	BAO TINH THI LE	834.	8719	DAVID LOPEZ	ω.
D387193	MARK A LORD	δ	8719	STEVEN W LUKAS	4
D387195	BRYAN J MEERS	5757.13	D387196	ADAM C NIKOLIC	4926.46
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PAGE PAYROLL WARRANT REGISTER BY WARRANT NUMBER 10/07/21

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CHRISTIN E ROGERS	DENNIS WARDLE	FLOR DE LIS ELIZONDO	ASHLEIGH R ANDERSON CAMB	MARY C CERDA	LIANE Y KWAN	SHERRILL A MEAD	CAITLYN M STEPHENSON	ANNA L GOLD	MATTHEW T SWANSON	CANDY G WILDER	TERENCE S CHANG	CESAR GALLO	GEOFFREY A KLOESS	NOEL J PROFFITT	ROD T VICTORIA	O.C.E.A. GENERAL	POLICE ASSN	GARDEN GROVE POLICE ASSO	SOUTHLAND CREDIT UNION	GREAT WEST LIFE OBRA#340	EMPLOYMENT DEVELOPMENT D		
D387198	D387200	D387202	D387204	D387206	D387208	D387210	D387212	D387214	D387216	D387218	D387220	D387222	D387224	D387226	D387228	D387230	D387232	D387234	D387236	W2843	W2845		
3316.07	4315.85	2674.56	1803.59	2391.66	695.25	3897.19	1903.60	5364.90	2474.51	1619.94	2510.87	2127.80	1948.62	3983.87	4814.95	3163.08	1113.61	45.00	44316.00	108434.96	331377.96		
TERRA M RAMIREZ	BRIAN T STROUD	SUMMER A BOGUE	ASHLEY C ROJAS	JANNA K BRADLEY	BRANDI M HART	JANY H LEE	STEPHANIE E RICHARDS	LAURA J STOVER	KATRENA J SCHULZE	ANTHONY VALENZUELA	STEVEN F ANDREWS	VERNA L ESPINOZA	ERNIE E HINGCO	RACHOT MORAGRAAN	ANAND V RAO	TERREL KEITH WINSTON	O.C.E.A.	COMMUNITY HEALTH CHARITI	SOCAL CREDIT UNION	GREAT WEST LIFE 457 #340	INTERNAL REVENUE SERVICE	PAGE TOTAL = 712827.48	
D387197	D387199	D387201	D387203	D387205	D387207	D387209	D387211	D387213	D387215	D387217	D387219	D387221	D387223	D387225	D387227	D387229	D387231	D387233	D387235	W2842	W2844	**** PA(

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PAYROLL WARRANT REGISTER BY WARRANT NUMBER

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TOTAL CHECK PAYMENTS	TOTAL DIRECT DEPOSITS	TOTAL WIRE PAYMENTS	GRAND TOTAL PAYMENTS	

Checks #184699 thru #184715, and Direct Deposits #D386638 thru #D387236, and wire #W2842 thru #W2845 presented in the Payroll Register submitted to the Garden Grove City Council 16 OCT 2021, have been audited for accuracy and funds are available for payment thereof.

PATRICIA SONG - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to R.J. Noble Company for the construction of Project No. CP-109000, Euclid- Westminster Intersection Capacity Enhancement. (Cost: \$1,122,070) (Action Item)	Date:	10/12/2021

<u>OBJECTIVE</u>

For City Council to award a contract to R.J. Noble Company, for Euclid-Westminster Intersection Capacity Enhancement at the intersection of Euclid Street and Westminster Avenue.

<u>BACKGROUND</u>

On September 22, 2020, the City Council adopted Resolution No. 9656-20 approving the 'Submittal of Application for the Euclid-Westminster Intersection Improvement Project, Construction Phase' (also known as Euclid-Westminster Intersection Capacity Enhancement), to Orange County Transportation Authority (OCTA). On July 1, 2021, OCTA approved and authorized grant funding for this project.

The project will add a southbound right-turn lane along Euclid Street and an eastbound right-turn lane along Westminster Avenue at the intersection of Euclid Street and Westminster Avenue. The OCTA's Comprehensive Transportation Funding Program (CTFP) provides 65% of funding and requires a 35% local match.

DISCUSSION

The project generally consists of a 12-foot roadway widening to add a southbound right turn lane on Euclid Street, and a 12-foot roadway widening to add an eastbound right turn lane on Westminster Avenue. It also includes: demolishing, removing and relocating items affected by the proposed widening; construction of new concrete curb & gutter and sidewalk; construction of asphalt pavement on southbound lanes of Euclid Street and eastbound lanes of Westminster Avenue; landscape and hardscape; and all new traffic signal installation on all four (4)

corners of the intersection and new cabinet.

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100. Five (5) qualified bids were received and opened in the City Clerk's office at 11:00 a.m. on September 22, 2021. The lowest qualified bidder is R.J. Noble Company, with a total bid of \$1,122,070. This bid is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

FINANCIAL IMPACT

There is no impact to the General Fund. OCTA's CTFP grant provides 65% of funding, which is equivalent to \$729,345.50. Gas Tax funds will be used to provide the 35% matching funds in the amount of \$392,724.50 for this grant cycle.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to R.J. Noble Company, in the amount of \$1,122,070 for Project No. CP-109000, Euclid-Westminster Intersection Capacity Enhancement; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Mike Santos, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Туре	File Name
SUMMARY OF BIDS	9/23/2021	Backup Material	SUMMARY_PROJ_CP-109000.pdf
CONSTRUCTION AGREEMENT	9/23/2021	Agreement	C_O_N_S_T_R_U_C_T_I_O_NA_G_R_E_E_M_E_N_T _Euclid-Westminster_ICE.docx

BID SUMMARY SHEET

FOR

PROJECT NO. CP-109000, EUCLID-WESTMINSTER INTERSECTION CAPACITY ENHANCEMENT

BID OPENING: DATE: September 22, 2021

ENGINEER'S ESTIMATE: <u>\$ 1,201,800.00</u>

Bidder's Name	Total Bid		% Under/Over Engrs. Est
RJ NOBLE	\$	1,122,070.00	6.63% Under
HARDY AND HARPER	\$	1,270,000.00	5.67% Over
PALP INC. DBA EXCEL PAVING	\$	1,298,560.00	8.05% Over
BEADOR	\$	1,318,300.00	9.69% Over
ALL AMERICAN ASPHALT	\$	1,656,642.00	37.85% Over

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this <u>12th</u> day of <u>October, 2021</u> by the <u>CITY OF GARDEN GROVE</u>, a municipal corporation, ("CITY"), and <u>RJ NOBLE COMPANY</u>, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

- 1. This Agreement is entered into pursuant to Garden Grove City Council Authorization dated <u>October 12, 2021</u>.
- 2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the EUCLID-WESTMINSTER INTERSECTION CAPACITY ENHANCEMENT, CITY PROJECT NO. CP–1090000.
- 3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

5.1 <u>**General Conditions.**</u> 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** <u>Materials and Labor</u>. 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 <u>Project</u>. The PROJECT is described as: EUCLID-WESTMINSTER INTERSECTION CAPACITY ENHANCEMENT, CITY PROJECT NO. CP 1090000.
- 5.4 <u>Plans and Specifications</u>. The work to be done is shown in a set of detailed Plans and Specifications entitled: EUCLID-WESTMINSTER INTERSECTION CAPACITY ENHANCEMENT, CITY PROJECT NO. CP 1090000. 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 <u>Time of Commencement and Completion</u>. CONTRACTOR shall have ten (10) working days from the award of the Contract to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

The Contract time shall commence on the fifteenth (15th) calendar day following the Notice to Proceed issued by the City and the CONTRACTOR agrees to submit shop drawings within fourteen (14) calendar days. Further, upon receipt of the Notice to Proceed, the CONTRACTOR shall diligently prosecute the work within <u>70 (seventy)</u> working days to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

5.6 Time is of the Essence. Time is of the essence of this Contract.

Contractor shall have <u>fourteen (14) calendar days from the award of the Contract</u> 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 fourteen (14) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsible and responsive bidder.

As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORs, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

5.7 <u>Excusable Delays</u>. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; any act of negligence or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2006 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

5.8 <u>Extra Work</u>. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

5.9 Changes in Project.

- **5.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:
 - a. In the Specifications (including drawings and designs);
 - b. In the time, method or manner of performance of the work;
 - c. In the CITY -furnished facilities, equipment, materials, services or site; or
 - d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR'S failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

- **5.9.2** A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of ant 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 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** <u>Liquidated Damages for Delay</u>. 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 **Two Thousand Dollars (\$2,000.00) 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 monies due or that may become due CONTRACTOR under the Contract.</u>
- 5.11 <u>Contract Price and Method of Payment</u>. 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 <u>One Million One Hundred Twenty Two Thousand Seventy Dollars and Zero Cents (\$ 1,122,070.00</u>) 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 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.

- **5.12** <u>Substitution of Securities in Lieu of Retention of Funds</u>. Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.
- **5.13** <u>Completion</u>. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 CONTRACTOR 's Employees Compensation

- 5.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of 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."
- **5.14.2** Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit <u>one hundred dollars (\$100.00) for each calendar day</u> or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- **5.14.3** <u>Apprentices</u>. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable

to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

- **5.14.4** Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.
- 5.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur. CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.
- **5.14.6 Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to

Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

- **5.14.7 Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).
- **5.14.8 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** <u>Surety Bonds</u>. 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."

5.16 Insurance.

- 5.16.1 <u>COMMENCEMENT OF WORK</u>. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.
- **5.16.2** CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- **5.16.3** CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

5.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. (Form CG 20 26 07 04 & Form CG 20 37 07 04 or equivalent) (Claims made and modified occurrence policies are <u>not</u> **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 <u>not</u> 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 <u>not</u> 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 polices 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 <u>not</u> acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials,

employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

5.16.5 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under Section 5.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at

CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

5.17 **<u>Risk and Indemnification</u>**. 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 sole negligence or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

5.18 <u>Termination</u>.

- **5.18.1** This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- **5.18.2** If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.
- **5.18.3** Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.
- **5.18.4** Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.
- **5.19** <u>Warranty</u>. 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** <u>Attorneys' Fees</u>. 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** <u>Notices</u>. 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:

TO CONTRACTOR:

City of Garden Grove. Public Works Department Attention: Mike Santos 11222 Acacia Parkway Garden Grove, CA 92842 (714) 741-5180 (714) 741-5578 Fax

[SIGNATURES ON NEXT PAGE]

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

Date:	"CITY" CITY OF GARDEN GROVE		
ATTEST :	By:Scott C. Stiles City Manager		
City Clerk			
Date:	"CONTRACTOR"		
	CONTRACTOR'S State License No		
	CONTRACTOR'S DIR No Attached Copy of your DIR Certificate.		
	By: Title:		
APPROVED AS TO FORM:	Date:		
Garden Grove City Attorney	If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.		
Date			

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Mayor and City Council	From:	
Dept.:		Dept.:	
Subject:	Proposed Resolution in support of Afghan refugees and the people of Afghanistan as requested by Council Member Diedre Thu- Ha Nguyen. (<i>Action Item</i>)	Date:	10/12/2021

Attached is a revised proposed Resolution supporting Afghan Refugees as requested by the City Council that is recommended for action.

ATTACHMENTS:			
Description	Upload Date	Туре	File Name
Resolution	10/7/2021	Resolution	10-12- 21_Afghan_ResolutionJO_10- 07-2021_(2).pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE IN SUPPORT OF AFGHAN REFUGEES AND THE PEOPLE OF AFGHANISTAN

DESCRIPTION:

The recent United States pullout and subsequent government overthrow in Afghanistan has created a humanitarian crisis with rapidly deteriorating human rights and reductions in personal safety, particularly for many vulnerable individuals. The City of Garden Grove in its effort to support people from all walks of life, is one of the most diverse cities in the United States. According to the 2020 Census, we are home to 171,949 people, many of whom are immigrants, including 37% Latino and 43% Asian. As a city, we support the United States government along with many other governments around the world to support the Afghan people in this time of immense hardship.

WHEREAS, the ongoing war and violence in Afghanistan and the takeover of the Afghan government by the new government has created a humanitarian crisis, with rapidly deteriorating human rights and reductions in safety particularly for vulnerable individuals, including those who have direct ties to the U.S. government and military, members of ethnic minority communities, and individuals who work for or have ties to aid organizations; and

WHEREAS, many Afghan citizens, government employees, interpreters, translators, and Afghan National Defense and Security Forces personnel who supported our service members while they were serving in Afghanistan now find their lives and their family's lives in jeopardy under Taliban rule; and

WHEREAS, refugees and their families face a multitude of challenges when arriving in the United States and transitioning to a new life, including but not limited to; resettlement, language barriers, financial hardship, accessing education, finding work and legal status; and

WHEREAS, federal and state leaders in California, home to a large concentration of Afghans and Afghan Americans in the United States, have a responsibility to honor the commitments of the United States government, assisting in the evacuation of vulnerable groups, providing support to organizations who will serve the refugee community, and showing support for the Afghan community during this difficult time.

NOW, THEREFORE, BE IT RESOLVED that the City of Garden Grove supports the humanitarian efforts made by the United States government and calls on our residents, community leaders, businesses, faith-based organizations and community-based organizations to support these Afghan families in achieving their pursuit of life, liberty and happiness.