



AGENDA

Garden Grove City
Council

Tuesday, June 27, 2023

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steve Jones

Mayor

George S. Brietigam

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Cindy Tran

Council Member - District 3

Joe DoVinh

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

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

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

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

Public Comments: Members of the public who attend the meeting in-person and would like 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 before the meeting begins. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

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

Time Limitation: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to

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

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

COUNCIL MEMBER O'NEILL, COUNCIL MEMBER TRAN, COUNCIL MEMBER DOVINH, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM BRIETIGAM, MAYOR JONES

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of the Garden Grove Strawberry Festival Association for organizing the 2023 Garden Grove Strawberry Festival.
- 1.b. Community Spotlight in recognition of Arlene Martin and Howard Whittaker for being named the 2023 Strawberry Ball Queen and King and Senior Volunteer Woman and Man of the Year.
- 1.c. Public Safety update for the upcoming July 4th holiday as presented by the Police Department and Orange County Fire Authority.

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

3. WRITTEN COMMUNICATIONS

- 3.a. Consideration of a written request for a one-day use of the Willowick Golf Course for the annual Golf Classic on a date to be determined in September 2023. (Cost: \$4,320) (*Action Item*)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. CONSENT ITEMS

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

- 4.a. Adoption of a Proclamation recognizing Arlene Martin and Howard Whittaker for being named the 2023 Strawberry Ball Queen and King, and for being named as Senior Volunteer Woman and Man

of the Year.

- 4.b. Adoption of a Proclamation celebrating the month of July as Parks Make Life Better Month. (*Action Item*)
- 4.c. Acceptance of Project No. 5031021280 – City Hall Security Enhancement Project as complete. (*Action Item*)
- 4.d. Acceptance of Project No. 01-2023 – 11277 Garden Grove Window Weatherization Project as complete. (*Action item*)
- 4.e. Adoption of a Resolution to adopt the Measure M2 Local Traffic Signal Synchronization Plan. (*Action Item*)
- 4.f. Approval of a Memorandum of Understanding with CalOptima to partner and support the establishment of the Street Medicine Support Center. (*Action Item*)
- 4.g. Approval of an Amendment to the agreement with AME Builders, Inc. dba AME Roofing, for the Silicone Roofing Project, 11277 Garden Grove No. 02-2023. (Cost: \$33,305) (*Action Item*)
- 4.h. Approval of a cost sharing agreement with the Municipal Water District of Orange County for dedicated irrigation meters area measurement for regulatory compliance. (Cost: \$71,100) (*Action Item*)
- 4.i. Approval of Amendment No. 3 to the Agreement with Cabco Yellow, Inc. for the Senior Mobility Program. (Cost: \$205,000) (*Action Item*)
- 4.j. Authorize the issuance of a purchase order to Nixon-Egli Equipment Company for one (1) new Voge Super 700-3i Mini Paver. (Cost \$235,878.14) (*Action Item*)
- 4.k. Receive and file minutes from the meetings held on May 23, 2023, and May 31, 2023. (*Action Item*)
- 4.l. Receive and file warrants. (*Action Item*)
- 4.m. Approval to waive full reading of ordinances listed. (*Action Item*)

5. PUBLIC HEARINGS

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

- 5.a. Adoption of Resolutions Confirming the Annual Levy of Fiscal Year 2023-24 Assessments for the Garden Grove Street Lighting District, the Garden Grove Street Lighting District No. 99-1, and the Garden Grove Park Maintenance District. (*Action Item*)
- 5.b. Adoption of a Resolution to Confirm the Annual Levy of Fiscal Year 2023-24 Assessment for the Downtown Assessment District. (*Action Item*)

6. COMMISSION/COMMITTEE MATTERS

- 6.a. Appointments to the Planning Commission to fill two vacancies.
(Continued from the June 13, 2023, meeting) (*Action Item*)

7. ITEMS FOR CONSIDERATION

- 7.a. Adoption of a Resolution approving the Purchase and Sale Agreement between the City of Garden Grove and the Garden Grove Housing Authority for real property located at 11390-11400 Stanford Avenue. (*Joint Action Item with the Housing Authority.*)
- 7.b. Authorization to participate with the Organized Retail Theft Prevention Grant Program from the California Board of State and Community Corrections. (Grant Amount: \$1.3 million) (*Action Item*)
- 7.c. Award a contract to Jon Gilmer Construction for the Magnolia Park Improvements City Project No. S-1311. (Cost: \$557,940.) (*Action Item*)
- 7.d. Approval of a Cooperative agreement with the City of Santa Ana for the Westminster Avenue Rehabilitation Project from Newhope Street to Harbor Boulevard. (Cost: \$550,000) (*Action Item*)
- 7.e. Award contract to WGJ Enterprises, Inc. dba PCI , for the construction of the Bicycle Corridor Improvement Project (BCIP), includes improved bicycle signing and striping upgrades Citywide. (Cost:\$1,272,469.55) (*Action Item*)
- 7.f. Award a contract to Leed Electric, Inc, for construction of Project No. CP1268010 - Trask & Westhaven Reservoir/BPS SCADA Improvements. (Cost: \$1,455,100) (*Action Item*)
- 7.g. Award a contract to RJ Noble Company for construction of the Arterial Streets Rehabilitation Project 2023, City Project No. CP-1356000. (Cost: \$6,985,336.50) (*Action Item*)

8. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 8.a. Second reading and adoption of Ordinance No. 2942
Entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING THE AMOUNT OF MONEY FOR PARAMEDIC SERVICES THAT MUST BE RAISED BY AN AD VALOREM TAX OVERRIDE AND THE SETTING OF THE TAX RATE OF SAID OVERRIDE. (*Action Item*)

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

- 9.a. Water rate study update as requested by City Manager Kim.

10. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, July 11,

2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Consideration of a written request for a one-day use of the Willowick Golf Course for the annual Golf Classic on a date to be determined in September 2023. (Cost: \$4,320) (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

To transmit a letter from Efrain Davalos, President of the Garden Grove Community Foundation, and Jonathan Glant, Board Chair of the Garden Grove Chamber of Commerce, requesting approval for a one-day use of the Willowick Golf Course for the annual fundraising golf tournament on a date to be determined in September 2023.

BACKGROUND

For the past 17 years, the Garden Grove Community Foundation (GGCF) and the Garden Grove Chamber of Commerce (Chamber) have partnered to host the GGCF/Chamber Golf Classic. This event is the largest and most significant fundraiser for both organizations and help support GGCF events including the free summer concert series, Winter in the Grove, and various community groups as well as assisting the Chamber in promoting the Garden Grove business community, and providing resources for tourists who visit Garden Grove.

DISCUSSION

Willowick is owned by the City and the City Council has traditionally granted joint use of the golf course to the GGCF and Chamber for the annual golf classic fundraiser. The request was for September 20, 2023; however, there is a scheduling conflict and the date will be determined.

FINANCIAL IMPACT

The non-profit rate for an all-day tournament with 144 players is \$4,320. The GGCF and the Chamber are requesting this fee to be waived.

RECOMMENDATION

It is recommended that the City Council consider the attached letter requesting the one-day use of the Willowick Golf Course for the GGCF/Chamber Golf Classic on a date to be determined in September 2023.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Letter of Request	6/20/2023	Letter	2023_Request_for_Willowick.pdf



May 9, 2023

The Honorable Mayor Steve Jones
City of Garden Grove
PO Box 3070
Garden Grove, CA 92842

Dear Mayor Jones and Garden Grove City Council Members:

For the past 17 years, the Garden Grove Community Foundation (GGCF) and the Garden Grove Chamber of Commerce have collaborated to hold a fundraising golf tournament.

Both community groups would like to continue this successful partnership and are jointly requesting the City's approval to designate the use of Willowick Golf Course at 3017 West 5th Street in Santa Ana, for one day, **Wednesday, September 20, 2023**, to be used for the GGCF/Chamber Golf Classic that will be renamed the Ric Lerma Memorial Golf Classic.

The tournament will be held in honor of long-time Garden Grove businessman, GGCF and Chamber Board Member, Ric Lerma, who served as the Golf Classic Committee Chair for several years. The golf tournament is a substantial fundraiser for both non-profit organizations serving the Garden Grove community. The proceeds will allow GGCF to continue to provide critical support for community-wide programs that enhance the quality of life in Garden Grove such as the summer concert series offering free family entertainment and scholarships to local high school choir programs as well as sponsorships for large city events such as Winter in the Grove. The funds also assist the Chamber in promoting the Garden Grove business community and providing resources that help boost tourism in Garden Grove. The Chamber serves Garden Grove as a link between businesses, local neighborhood associations, and the general public.

We thank you for the consideration as well as your continued support of our organizations.

If you have any questions, please contact the GGCF at (714) 741-5291 or the Chamber of Commerce at (714) 638-7950.

Sincerely,

Efrain Davalos, President
Garden Grove Community Foundation

A handwritten signature in black ink, appearing to read 'Efrain'.

Jon Glant, Chair of the Board
Garden Grove Chamber of Commerce

A handwritten signature in black ink, appearing to read 'Jon Glant'.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Ana Pulido

Dept.: City Manager Dept.: Community Relations

Subject: Adoption of a Proclamation recognizing Arlene Martin and Howard Whittaker for being named the 2023 Strawberry Ball Queen and King, and for being named as Senior Volunteer Woman and Man of the Year. Date: 6/27/2023

Attached is a Proclamation in recognition of Arlene Martin and Howard Whittaker for being named the 2023 Strawberry Ball Queen and King and Senior Volunteer Woman and Man of the Year, recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	6/21/2023	Proclamation	6-27-23_Proclamation_2023_Strawberry_Ball_King_and_Queen.pdf

Proclamation

Arlene Martin and Howard Whittaker
2023 Strawberry Ball King and Queen
Senior Volunteer Man and Woman of the Year

WHEREAS, The H. Louis Lake Senior Center named Arlene Martin and Howard Whittaker as the 2023 Garden Grove Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year for their spirit of service; and

WHEREAS, Arlene Martin was born in Fremont, Ohio, and has been a resident of Garden Grove for 48 years. After retiring as a mail carrier, Arlene has dedicated her time to volunteer and help the Garden Grove community; and

WHEREAS, Arlene has been a member of the Assistance League of Garden Grove for many years and currently holds a position as assistant treasurer. She is also a member of the Garden Grove Emblem Club #279; and

WHEREAS, Howard Whittaker, originally from Saskatchewan, Canada, has been a resident of Garden Grove for 70 years. He is a former U.S. Marine and served as a member of the City's Traffic Commission and Planning Commission in the 1970's. He is also a businessman, who once owned and operated an automotive business in Garden Grove for 35 years; and

WHEREAS, Howard spends his free time volunteering and providing service to his community. He has been a member of the Garden Grove Elks Lodge #1952 for over 64 years, where he received the Blake Barregar Award, Elk of the Month Award, Fred Morrison Award, and the Grand Exalted Ruler Award; and

WHEREAS, Arlene Martin and Howard Whittaker's service to the City and community of Garden Grove goes beyond words, and is further exemplified by their selection as the 2023 Garden Grove Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year.

NOW, THEREFORE, WE, the Garden Grove City Council do hereby proclaim and honor Arlene Martin and Howard Whittaker as the 2023 Garden Grove Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year.

June 27, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: John Montanez
Dept.: City Manager Dept.: Community Services
Subject: Adoption of a Proclamation celebrating the month of July as Parks Make Life Better Month. (*Action Item*) Date: 6/27/2023

Attached is a Proclamation celebrating July as Parks Make Life Better Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	6/22/2023	Agreement	6-27-23_July_is_PMLB_Month_Proclamation_2023.pdf

PROCLAMATION

Parks Make Life Better Month July 2023

WHEREAS, July is celebrated across the nation as Parks and Recreation Month; and

WHEREAS, Parks and recreation play a significant role in enhancing the quality of life in communities, while providing open space for people to engage in recreational activities, and gather and interact with others; and

WHEREAS, Investment in parks add value to homes and neighborhoods; increases economic growth and development; protects the ecosystem; and preserves the historic, natural and cultural resources in the community.

WHEREAS, Residents and visitors of Garden Grove value the parks and amenities available for access to safe outdoor spaces for children and adults to play and be active; and

WHEREAS, The City of Garden Grove continues to bring new improvements to its parks; and

WHEREAS, The City of Garden Grove encourages all residents to be active and healthy, utilize public parks and amenities, and participate in recreational activities.

WHEREAS, The California Park & Recreation Society has released a statewide public awareness campaign, "Parks Make Life Better!®" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services; now, therefore, be it resolved that the citizens of California recognize the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all Californians; and be it further resolved, that we declare the month of July 2023 as "Parks Make Life Better!®" Month.

NOW, THEREFORE, BE IT RESOLVED, that the Garden Grove City Council does hereby proclaim the month of July 2023 as Parks and Recreation Month in the city of Garden Grove.

June 27, 2023



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Acceptance of Project No. 5031021280 – City Hall Security Enhancement Project as complete. (<i>Action Item</i>)	Date:	6/27/2023

OBJECTIVE

For the City Council to accept Project No. 5031021280, Garden Grove City Hall Security Enhancement Project, as complete and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

On December 14, 2021, a construction contract was awarded to Thomco Construction, Inc. for public improvements to complete a comprehensive security enhancement remodel of the City Hall lobby. The project was located at Garden Grove City Hall.

DISCUSSION

The contractor, Thomco Construction, Inc., has completed the work in accordance with the plans, specifications, contract, and other related documents.

FINANCIAL IMPACT

Funding for the City Hall Security Enhancement project was provided by the 2015A Lease Revenue Bonds.

RECOMMENDATION

It is recommended that the City Council:

- Accept the Garden Grove City Hall Security Enhancement Project No. 5031021280 as complete;
- Authorize the City to Manager to execute the Notice of Completion of Public Works Improvements and Work, and

- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Shawn Park, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
City Hall Security Enhancement Project No. 5031021280 - Notice of Completion	6/14/2023	Notice	City_Hall_Security_Enhancement_Project_No._5031021280_-_Notice_of_Completion.doc

RECORDING REQUESTED BY

When Recorded Mail To:

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

This document is exempt from
payment of recording fee pursuant
to Section 27383 of the Government
Code. By:

**NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN that the City of Garden Grove, Orange County, California, has caused a project, to wit:

PROJECT NO. 5031021280
City Hall Security Enhancement Project No. 5031021280

Notice is hereby given by the undersigned that the City Hall Security Enhancement Project No. 5031021280 has been completed. The contract for furnishing of all labor, services, materials, equipment, transportation, and installation, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation, and completion of the above-described public improvement and work, was heretofore made and entered into with Thomco Construction, Inc., on the 14th day of December, 2021, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Staff has notified the City Council that City Staff has made and completed a final inspection of the materials furnished and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all labor, services, materials, equipment, transportation, installation, and the performing of all work necessary for the construction, installation, and completion of said public improvement project above described have been fully complied with to City Staff satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement project above described was made on the 27th day of June 2023; that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said improvement in fee upon which it was constructed of said public improvement and work hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 5031021280
City Hall Security Enhancement Project No. 5031021280

NAME OF SURETY on Labor and Material Bond is: SureTec Insurance Company

3131 Camino del Rio N. #1450,
San Diego, CA 92108
Tel. No. (619) 400-4100

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
Lisa L. Kim
City Manager

ATTEST:

By _____
Teresa Pomeroy
City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

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

Executed on _____ at Garden Grove, California
(Date) (Place)

Shawn Park
Senior Administrative Analyst, City
Manager's Office

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Acceptance of Project No. 01-2023 – 11277 Garden Grove Window Weatherization Project as complete. (<i>Action item</i>)	Date:	6/27/2023

OBJECTIVE

For City Council to accept Project No. 01-2023, 11277 Garden Grove Window Weatherization Project, as complete and authorize City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

On March 14, 2023, a construction contract was awarded to ABC Window Cleaning, Inc., for public improvements to install window wet glazing seals, 100% silicone as required by the plans and specifications for the two story structure located at 11277 Garden Grove Boulevard.

DISCUSSION

The contractor, ABC Window Cleaning, Inc., has completed the work in accordance with the plans, specifications, contract, and other related documents.

FINANCIAL IMPACT

There is no financial impact to the General Fund. The Project was completed within the budget. The retention payment will be released per schedule after recordation of the Notice of Completion.

RECOMMENDATION

It is recommended that the City Council:

- Accept the 11277 Garden Grove Window Weatherization Project, Project No. 01-2023 as complete;
- Authorize the City to Manager to execute the Notice of Completion of Public

Works Improvements and Work, and

- Authorize the Finance Director to release the retention payment when appropriate to do so.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	6/19/2023	Notice	City_of_Garden_Grove_- _ABC_Window_Cleaning__Inc_- _Project_No._01-2023_- _Notice_of_Completion_- _June_27__2023.pdf

RECORDING REQUESTED BY

When Recorded Mail To:

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

This document is exempt from
payment of recording fee pursuant
to Section 27383 of the Government
Code. By:

**NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN that the City of Garden Grove, Orange County, California, has caused an electrical project, to wit:

PROJECT NO. 01-2023

11277 Garden Grove Window Weatherization Project No. 01-2023

Notice is hereby given by the undersigned that the 11277 Garden Grove Window Weatherization Project No. 01-2023 has been completed. The contract for furnishing of all labor, services, materials, equipment, transportation, and installation, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation, and completion of the above-described public improvement and work, was heretofore made and entered into with ABC Window Cleaning, Inc., on the 27th day of June, 2023, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Staff has notified the City Council that City Staff has made and completed a final inspection of the materials furnished and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all labor, services, materials, equipment, transportation, installation, and the performing of all work necessary for the construction, installation, and completion of said public improvement project above described have been fully complied with to City Staff satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement project above described was made on the 27th day of June 2023; that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said improvement in fee upon which it was constructed of said public improvement and work hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 01-2023
11277 Garden Grove Window Weatherization Project No. 01-2023

NAME OF SURETY on Labor and Material Bond is: THE OHIO CASUALTY INSURANCE COMPANY
ATTENTION:
1411 NORTH BATAVIA STREET, SUITE 201
ORANGE, CA 92867
Tel. No. (714) 516-1232

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
Lisa L. Kim
City Manager

ATTEST:

By _____
Teresa Pomeroy
City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the Director of Community and Economic Development Department.

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

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

Executed on June 27, 2023 at Garden Grove, California
(Date) (Place)

Craig Beck
Director of Community and Economic
Development Department

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution to adopt the Measure M2 Local Traffic Signal Synchronization Plan. (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

For City Council to adopt a Resolution adopting the Local Traffic Signal Synchronization Plan pursuant to Renewed Measure M (Measure M2) Ordinance Number Three requirements and consistent with the Regional Traffic Signal Synchronization Master Plan.

BACKGROUND

Renewed Measure M is a 30-year, multi-million dollar program extension of the original Measure M (1991-2011) with a new slate of projects and programs planned. According to new eligibility guidelines, each jurisdiction is required to satisfy all requirements outlined by Measure M2, including the adoption and maintenance of a Local Traffic Signal Synchronization Plan. These procedures are necessary to maintain eligibility with Measure M2 and competitive funding cycles.

DISCUSSION

The Local Signal Traffic Synchronization Plan (Plan) is a local program consistent with the Regional Traffic Signal Synchronization Master Plan which provides a three-year plan identifying traffic signal synchronization, street routes and traffic signals to be improved in eligible jurisdictions. The Plan will outline the costs associated with the identified improvements, funding and phasing of capital, and the operations and maintenance of the street routes and traffic signals. The full Plan will be available for public review at the City Manager's Conference Room.

The proposed submittal is comprised of a resolution demonstrating that the Plan will be adopted by the City Council before June 30, 2023 and that it will be updated every three years thereafter. A completed Local Signal Synchronization Plan Consistency Review Checklist has also been included to establish consistency between the Local Signal Synchronization Plan and the Regional Traffic Signal

Synchronization Master Plan. The adoption of a Local Signal Synchronization Plan for Fiscal Years 2023-24 to 2025-26 including all required elements, as identified in the "Guidelines for the Preparation of Local Signal Synchronization Plans" has been incorporated as well.

FINANCIAL IMPACT

There is no impact to the General Fund. The City is expected to receive approximately \$3.7 million in Measure M2 funds for FY 2023-24. Non-compliance with eligibility requirements will disqualify the City from receiving any net revenue funding.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Measure M2 Local Signal Synchronization Plan Resolution.

By: Alexa Viramontes, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Local Synchronization Plan Resolution	6/21/2023	Resolution	LSSP_Resolution.docx
Local Signal Synchronization Plan 2023	6/20/2023	Backup Material	LSSP_2023.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY GARDEN GROVE CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM.

WHEREAS, the Orange County Transportation Authority has developed the Regional Traffic Signal Synchronization Master Plan to identify traffic signal synchronization street routes and traffic signals within and across jurisdictional boundaries, and defines the means of implementing the Regional Traffic Signal Synchronization Program; and

WHEREAS, the Regional Traffic Signal Synchronization Program requires that local jurisdictions adopt a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local jurisdictions' efforts to synchronizing traffic signals across local jurisdictions' boundaries; and

WHEREAS, the Local Signal Synchronization Plan must be updated by June 30, 2023 to continue to be eligible to receive Net Revenues as part of Measure M2;

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

- a) The City adopts and maintains a Local Signal Synchronization Plan which includes goals that are consistent with those outlined as part of the Regional Signal Synchronization Master Plan, including signal synchronization across jurisdictions.
- b) The Local Signal Synchronization Plan identifies traffic signal synchronization street routes, including all elements of the Regional Signal Synchronization Network located within the City.
- c) The Local Signal Synchronization Plan includes the traffic signal inventory for all traffic signal synchronization street routes.
- d) The Local Signal Synchronization Plan includes a three-year plan showing capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals.
- e) The Local Signal Synchronization Plan includes an update on the status and performance of traffic signal synchronization activities.
- f) The Local Signal Synchronization Plan includes a discussion on the review and revision, as may be necessary, on the timing of traffic signals on the traffic signal synchronization street routes.

June 30, 2023

Orange County Transportation Authority
ATTN: Alicia Yang
Regional Modeling and Traffic Operations
Planning Division
P.O. Box 14184
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Kim Bernice Nguyen
Council Member - District 6

**Subject: Local Signal Synchronization Plan Submittal as Part of the Measure M2
Eligibility Process**

Dear Ms. Yang:

The City of Garden Grove is pleased to submit its Local Signal Synchronization Plan as part of the Measure M2 eligibility process. The submittal includes the following components:

1. A completed "Local Signal Synchronization Plan Consistency Review Checklist" form establishing consistency between the Local Signal Synchronization Plan and the Regional Traffic Signal Synchronization Master Plan.
2. An updated Local Signal Synchronization Plan for Fiscal Years 2023/24 to 2025/26 including and all required elements as identified in the "Guidelines for the Preparation of Local Signal Synchronization Plans".

The City looks forward to continuing the implementation of the beneficial programs and construction projects required and made possible by Measure M2.

If you have any questions, please call me at (714) 741-5189.

Sincerely,



Dai Vu, P.E.
City Traffic Engineer

Enclosures

- A. Local Signal Synchronization Plan Consistency Review Checklist
- B. Local Signal Synchronization Plan

LOCAL SIGNAL SYNCHRONIZATION PLAN CONSISTENCY REVIEW CHECKLIST


The Local Agency Name: City of Garden Grove Plan Date: June 30, 2023

Local agencies must submit a copy of the Local Signal Synchronization Plan, a completed consistency review checklist, and any supporting documentation.

Complete the table below:

Local Agency Statement	Page(s) in LSSP	Provided or N/A
1) Signal synchronization goals of the agency are consistent with those outlined as part of the Regional Traffic Signal Synchronization Master Plan.	4-5	Provided
2) Traffic signal synchronization street routes are identified, including all corridors along the regional signal synchronization network located within the local agency.	6-7	Provided
3) Traffic signal inventory for all traffic signal synchronization street routes.	8-11	Provided
4) Three-year plan separately showing costs, available funding, and phasing for capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals, which may include unconstrained and build-out scenarios.	12-15	Provided
5) Signal synchronization review, revision, and assessment of synchronization activities along the traffic signal synchronization street routes and traffic signals.	16-21	Provided

I certify that the above statements are true to the best of my knowledge.


Signature

5/22/2023
Date

Dai Vu, City Traffic Engineer, City of Garden Grove
Printed Name, Title, & Local Agency

LOCAL SIGNAL SYNCHRONIZATION PLAN

SECTION ONE
TRAFFIC SIGNAL SYNCHRONIZATION GOALS, POLICIES AND
OBJECTIVES

The City of Garden Grove's Local Signal Synchronization Plan (LSSP) is an integral part in helping establish the City's goal to optimize the signal progression throughout the City.

The City of Garden Grove is continually changing with new developments and growing families. With these changes comes additional traffic along our corridors, by maintaining and updating our LSSP every 3 years, we can proactively accommodate this growth. The City's LLSP is consistent with OCTA's regional plan.

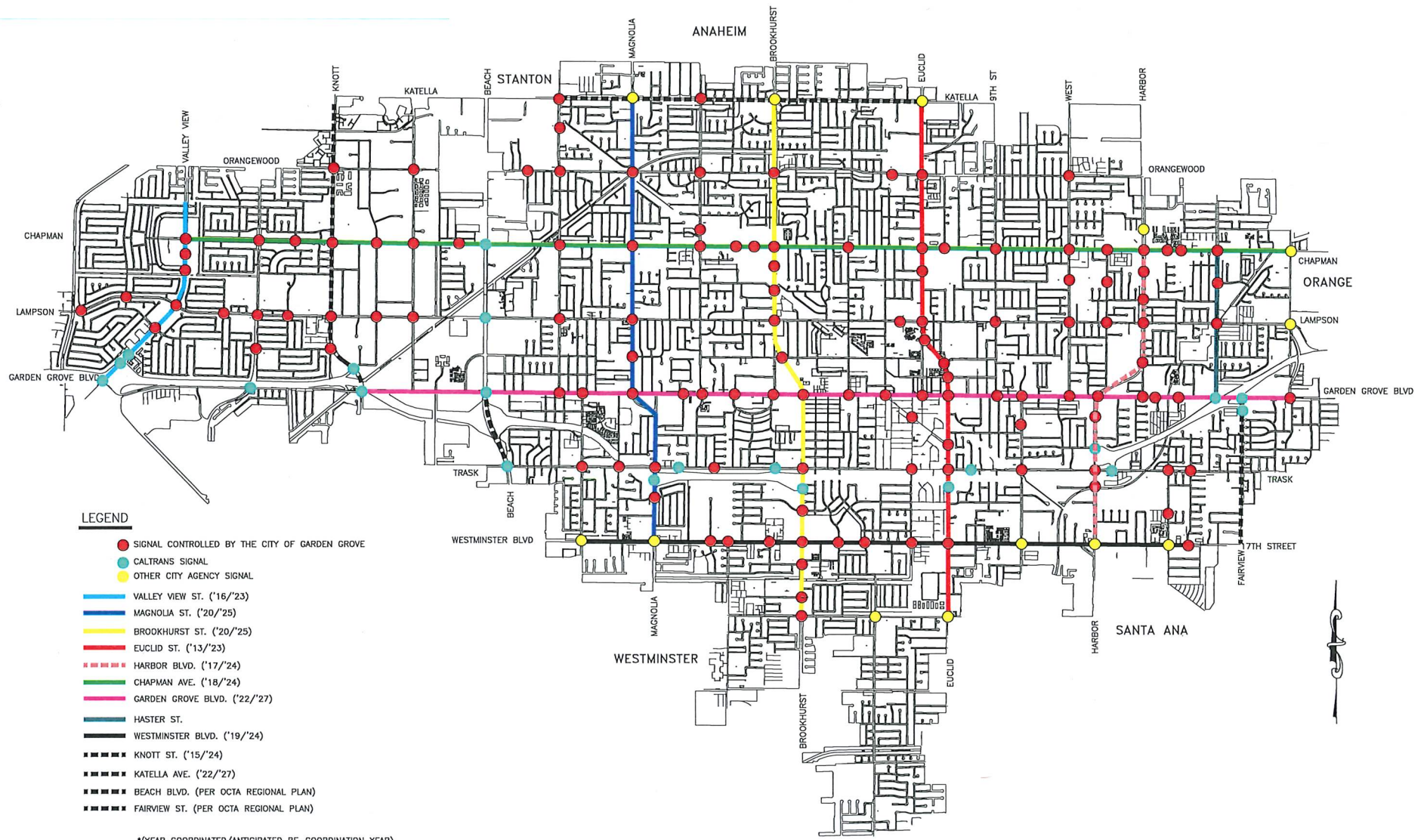
The City's Traffic Management Center (TMC) is an integral part of our signal synchronization network. The City currently uses Centrac's to communicate with all our signals on our fiber optic network. The TMC also allows staff to view the 38 video cameras that were strategically placed on our busiest corridors. The video is invaluable because it enables staff to monitor entire corridors at one time and Centrac's allows staff to monitor the timing and make any adjustments necessary right at the TMC.

The City currently has 112 of 134 total traffic signals connected to the fiber network. In order for the City to establish connectivity to the remaining 22 signals, certain equipment upgrades and infrastructure improvements need to be made. These upgrades and improvements are integral to keeping our network up to date and is an important part of the LSSP.

The City of Garden Grove has been a supporter and partner in multiple multi-jurisdictional signal coordination projects. These projects include Magnolia St., Brookhurst St., Garden Grove Blvd., Katella Ave., Valley View St. and Euclid St. The City currently does not have the staff to be a lead partner in any of these projects, but the City is always eager to be a participant and partner in these very important signal coordination projects.

SECTION TWO
TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES
(EXISTING AND PLANNED)

CITY OF GARDEN GROVE LOCAL SIGNAL COORDINATION PLAN



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SECTION THREE
TRAFFIC SIGNAL INVENTORY

Traffic Synchronization Inventory
City of Garden Grove

Corridor	Cross Street Intersection	Cycle Length				Maintenance Responsibility	Operations			Equipment										
		AM	MID	PM	WKND		Left	Right	Other	Cabinet	Type	Software	Detection	Bike Detection	CCTV	Power Backup	Comm	Other ITS	ATMS	Status
Valley View	Chapman	130	120	130	Free	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Fire Station	130	120	130	Free	Garden Grove				P (TS2 Type 1)	ASC/2	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Belgrave	130	120	130	Free	Garden Grove				P (TS2 Type 1)	ASC/2	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Lampson	130	120	130	Free	Garden Grove				P (TS2 Type 1)	ASC/2	Econolite (NEM)	Loops	No	Other	N/A	Fiber	N/A	Centracs	online
	Cenulean	130	120	130	Free	Garden Grove				P (TS2 Type 1)	ASC/2	Econolite (NEM)	Loops	No	Other	N/A	Fiber	CMS	Centracs	online
	Tiffany	120	Free	120	Free	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	WB 22 Off Ramp	Unkwn	Unkwn	Unkwn	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Garden Grove	Unkwn	Unkwn	Unkwn	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
Brookhurst	Orangewood	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Chapman	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Pavillion	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Bixby	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Lampson	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Stanford	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Garden Grove	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Trask	120	120	120	120	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	EB 22 On Ramp	140	140	140	140	Caltrans				Other	2070	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Woodbury	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Westminster	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	15th/ Reading	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	11th Street	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Hazard	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
Euclid	Orangewood	120	120	120	120	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	Bosch	N/A	Fiber	N/A	Centracs	online
	Chapman	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Marian	120	120	120	120	Garden Grove				Other	ASC/3	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Lampson	120	120	120	120	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	Other	N/A	Fiber	N/A	Centracs	online
	Main/College	120	120	120	120	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Stanford	120	120	120	120	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Acacia	120	120	120	120	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	Other	N/A	Fiber	N/A	Centracs	online
	Garden Grove	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Century	120	120	120	120	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	Other	N/A	Fiber	N/A	Centracs	online
	Trask	120	120	120	120	Garden Grove				Other	ASC/3	Econolite (NEM)	Loops	No	Other	N/A	Fiber	N/A	Centracs	online
	SR-22	120	120	120	120	Caltrans				Other	2070	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Westminster	140	140	140	140	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	Other	N/A	Fiber	N/A	Centracs	online
Harbor	Chapman	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Resort Way	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Twintree	130	130	130	130	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Lampson	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Great Wolf	130	130	130	130	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Palm	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Garden Grove	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Albertsons	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online

Corridor	Intersection	Cycle Length				Responsibility	Operations			Equipment										
		AM	MID	PM	WKND		Left	Right	Other	Cabinet	Type	Software	Detection	Detection	CCTV	Backup	Comm	Other ITS	ATMS	Status
Harbor	SR-22/Banner	120	120	140	120	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Trask	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	CMS	Centracs	online
	Cardinal	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
Chapman	Valley View	130	120	130	120	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Springdale	130	110	130	110	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Lamplighter	130	110	130	110	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Knott	130	110	130	110	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Monarch	130	110	130	110	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Western	130	110	130	110	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Ped Signal	65	55	65	55	Garden Grove				Other	ASC/3	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Beach	140	120	140	120	Caltrans				P (TS2 Type 1)	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Nearing	130	130	130	130	Orange County				Other	other	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Dale	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Magnolia	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Gilbert	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Promenade	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Covey	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Brookhurst	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Nutwood	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Euclid	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Delia	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	9th Street	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	West	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Buaro	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Harbor	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Willowbrook	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Somerset	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Haster	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
Garden Grove	Knott	Unkwn	Unkwn	Unkwn	Unkwn	Caltrans				Other	Other	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Beach	Unkwn	Unkwn	Unkwn	Unkwn	Caltrans				Other	Other	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Dale	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Newland	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Magnolia	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Casa Linda	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Gilbert	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Galway	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Brookhurst Way	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Brookhurst St	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Nutwood	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Nelson/ Century	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Main	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Euclid	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	9th Street	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Newhope	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	West	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Harbor	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online

	Palm	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
		Cycle Length					Operations			Equipment										
Corridor	Intersection	AM	MID	PM	WKND	Responsibility	Left	Right	Other	Cabinet	Type	Software	Detection	Detection	CCTV	Backup	Comm	Other ITS	ATMS	Status
Garden Grove	Ped Signal	70	70	70	70	Garden Grove				Other	Cobalt	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Partridge	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Haster	Unkwn	Unkwn	Unkwn	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Fairview	Unkwn	Unkwn	Unkwn	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Lewis	Free	Free	Free	Free	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	GPS	N/A	N/A	N/A
Magnolia	Orangewood	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Chapman	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Lampson	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Stanford	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Garden Grove	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Trask	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	EB 22 Ramp	120	120	120	120	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Mays	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
Trask	Beach	130	130	130	130	Caltrans				Other	2070	Other	Loops	No	N/A	N/A	Fiber	N/A	N/A	N/A
	Newland	Free	Free	Free	Free	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Yockey	Free	Free	Free	Free	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Magnolia	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	22 Fwy Off Ramp	120	Unkwn	120	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Ped Signal	Free	Free	Free	Free	Garden Grove				Other	ASC/3	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	22 on/off Ramps	120	Unkwn	120	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Brookhurst	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Taft	Free	Free	Free	Free	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Newhope	Free	Free	Free	Free	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Harbor	130	130	130	130	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	22 on/off Ramps	120	Unkwn	120	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Clinton	Free	Free	Free	Free	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Roxey	Free	Free	Free	Free	Garden Grove				P (TS2 Type 1)	ASC/3	econolite (NEM)	Video	Yes	N/A	N/A	Other	N/A	N/A	N/A
Westminster	Deodara	140	140	140	140	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
	Bushard	140	140	140	140	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Kerry	140	140	140	140	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Brookhurst St	140	140	140	140	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Bowen	140	140	140	140	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Taft	140	140	140	140	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Euclid	140	140	140	140	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Bosch	N/A	Fiber	N/A	Centracs	online
Knott	Orangewood	130	110	130	110	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Loops	No	N/A	N/A	Fiber	N/A	Centracs	online
	Chapman	130	110	130	110	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Lampson	130	110	130	110	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	Other	N/A	Fiber	N/A	Centracs	online
	Stanford	65	110	130	110	Garden Grove				P (TS2 Type 1)	ASC/3	Econolite (NEM)	Video	Yes	N/A	N/A	Fiber	N/A	Centracs	online
	Acacia	Unkwn	Unkwn	Unkwn	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	Garden Grove	Unkwn	Unkwn	Unkwn	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
Katella	Dale	140	130	140	130	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Loops	No	N/A	BBS	Other	N/A	N/A	N/A
	Gilbert	140	130	140	130	Garden Grove				P (TS2 Type 1)	Cobalt	Econolite (NEM)	Loops	No	N/A	BBS	Other	N/A	N/A	N/A
Fairview	22 Fwy On Ramp	Unkwn	Unkwn	Unkwn	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A
	22 Fwy Off Ramp	Unkwn	Unkwn	Unkwn	Unkwn	Caltrans				Other	170/170E	Other	Loops	No	N/A	N/A	Other	N/A	N/A	N/A

SECTION FOUR
TRAFFIC SIGNAL SYNCHRONIZATION SYSTEM AND THREE
YEAR PLAN

3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation (Constrained)

Reporting Jurisdiction Expenditures: City of Garden Grove

**Type of Traffic Signal Synchronization Expenditures in Year of Expenditure
Dollars**

MAINTENANCE

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Communication and Software Maintenance	40,000	40,000	40,000	120,000
Subtotal Maintenance	40,000	40,000	40,000	120,000

CONSTRUCTION

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Citywide Signal Synchronization	1,599,000	60,000	60,000	1,719,000
Subtotal Construction	1,599,000	60,000	60,000	1,719,000

OPERATIONS

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Citywide Signal Timing Maintenance	45,000	45,000	45,000	135,000
Subtotal Operations	45,000	45,000	45,000	135,000
Grand Total	1,684,000	145,000	145,000	1,974,000

3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation (Unconstrained)

Reporting Jurisdiction Expenditures: City of Garden Grove

Type of Traffic Signal Synchronization Expenditures in Year of Expenditure
Dollars

MAINTENANCE

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Communication and Software Maintenance	75,000	75,000	75,000	225,000
Subtotal Maintenance	75,000	75,000	75,000	225,000

CONSTRUCTION

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Citywide Signal Synchronization	1,800,000	1,000,000	1,000,000	3,800,000
Replace controllers, cabinets, switches, detection, fiber splicing and TMC upgrades.				
Subtotal Construction	1,800,000	1,000,000	1,000,000	3,800,000

OPERATIONS

PROJECT	FY23/24	FY24/25	FY25/26	TOTAL
Citywide Signal Timing Maintenance	90,000	90,000	90,000	270,000
Subtotal Operations	90,000	90,000	90,000	270,000
Grand Total	1,965,000	1,165,000	1,165,000	4,295,000

LSSP IMPLEMENTATION – CANDIDATE SIGNAL SYNCHORNIZATION PROJECTS WITH ESTIMATED COSTS

Reporting Jurisdiction Expenditures: City of Garden Grove

The City has secured funding for Valley View Street and Euclid Street. These 2 projects will be implemented in FY 23/24. Candidate corridors for future synchronization projects are Knott St., Harbor Blvd. and Chapman Ave. The City is planning to pursue grant funding for these two corridors in FY 24/25 to FY 25/26. The scope of the projects include upgrade signal timing, signal cabinets, fiber optic switches, video detection, CCTV cameras, as well as upgrade equipment in the Traffic Management Center (TMC).

CORRIDOR	IMPROVEMENT SUMMARY	ESTIMATED COST
Valley View St.	Upgrade timing, cabinets, switches, detection, CCTV cameras, and TMC upgrades.	\$578,000
Euclid St.	Upgrade timing, cabinets, switches, detection, CCTV cameras, and TMC upgrades.	\$1,332,000
Knott St.	Upgrade timing, cabinets, switches, detection, CCTV cameras, and TMC upgrades.	\$400,000
Harbor Blvd.	Upgrade timing, cabinets, switches, detection, CCTV cameras, and TMC upgrades.	\$1,000,000
Chapman Ave.	Upgrade timing, cabinets, switches, detection, CCTV cameras, and TMC upgrades.	\$2,100,000
Total Estimated Cost		\$5,410,000

SECTION FIVE
TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT REVIEW
AND REVISE, AS MAY BE NECESSARY, THE TIMING OF
TRAFFIC SIGNALS

Significant timing plan updates and projects completed FY
2020/2021 through 2022/2023

The City of Garden Grove in conjunction with several other government agencies and consultants completed the synchronization of 4 corridors since 2020. The corridors completed are shown in the Table on Page 19.

Optimizing progression along our major corridors is a priority in the City of Garden Grove. Reducing stops and travel times results reduced emissions, increase in safety, and overall driver satisfaction. As part of the synchronization projects, the selected consultant was required to perform before and after studies which included several measures of effectiveness. All the corridors showed a significant decrease in travel times as well as decrease in stops per mile. Speeds along Brookhurst St. were increased by 65% and stops per mile were decreased by 60%. Speeds along Magnolia St. were increased by 2.7% and stops per mile were decreased by 10.5%. Speeds along Garden Grove Ave. were increased by 17% and stops per mile were decreased by 31%. Finally, speeds along Katella Ave. were increased by 9.1% and stops per mile were decreased by 23.8%. The Corridor Synchronization Performance Index (CSPI) were improved for all corridors. The CSPI tier for Brookhurst St. was decreased from tier 5 to tier 1. The CSPI tier for Magnolia St. was decreased from tier 4 to tier 3. The CSPI tier for Garden Grove Blvd. was decreased from tier 4 to tier 2. Finally, the CSPI tier for Katella Ave. was decreased from tier 3 to tier 1.

As part of the Project P funded projects, consultants are required to maintain the synchronization for 3 years. This has been a useful tool in keeping our timing plans current. City staff also periodically drives the corridors to determine any problem areas in the synchronization that may have arisen. The City also monitors the progression along the corridors through the Centrac's central system and CCTV Cameras in the Traffic Management Center.

It is paramount to the City that the corridors in the Local Signal Coordination Plan be updated on a timely basis. The City understands that driving patterns, new developments, and population increases require that the synchronization on our corridors be kept up to date. The City of Garden Grove will be an eager participant in all multi-jurisdictional synchronization projects. However, because of staffing issues, the City currently cannot take the lead on any of the multi-jurisdictional synchronization project.

TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT, REVIEW, AND REVISION

LOCAL AGENCY CORRIDOR	TIMING REVIEWED (Past 3 Years)	DID TIMING REQUIRE AN UPDATE?	TIMING UPDATE RESULTS (if available)							
			Speed Travel		Stops per mile		Greens per red		CSPI Score (Tier)	
			Before	After	Before	After	Before	After	Before	After
Brookhurst St. ¹	2020	Yes	19.9	32.9	1.27	4.47	1.75	0.7	5	1
Magnolia St. ¹	2020	Yes	23.5	26.7	13.4	12	1.22	1.31	4	3
Garden Grove Blvd. ¹	2021	Yes	22.5	26.3	1.6	1.1	1.5	2.8	4	2
Katella Ave. ¹	2022	Yes	26.3	28.7	1.22	.93	2.1	3.2	3	1

¹ Project P

SIGNAL TIMING REVISIONS

PROJECT CORRIDOR	CROSS STREET	CYCLE LENGTH (Before/After)
Brookhurst St.	Entire Corridor	Before = 120 / After = 140
Magnolia St.	Entire Corridor	Before = 120 / After = 140
Garden Grove Blvd.	Entire Corridor	Before= 120 / After = 140
Katella Ave.	Entire Corridor	Before= 120 / After = 140

CSPI MAP

In 2009, OCTA identified a new parameter to gauge the signal synchronization performance of arterial corridors. The parameter is called Corridor Synchronization Performance Index (CSPI). The CSPI is categorized into five levels: Tier I through Tier V. Tier I indicates very good signal synchronization conditions while Tier V indicates that the corridor would greatly benefit from improvements to signal synchronization. Attached is the 2023 Corridor Operational Performance map for Garden Grove. The map shows the CSPI of the City's arterial corridors which helps City to evaluate traffic mobility and identify candidate corridors for future signal synchronization projects.



City of Garden Grove**INTER-DEPARTMENT MEMORANDUM**

To: Lisa L. Kim From: Craig Beck

Dept.: City Manager Dept.: Community and Economic Development

Subject: Approval of a Memorandum of Understanding with CalOptima to partner and support the establishment of the Street Medicine Support Center. (*Action Item*) Date: 6/27/2023

OBJECTIVE

To request City Council approval of the Memorandum of Understanding (MOU) between the City of Garden Grove and CalOptima to partner and support the establishment of a Street Medicine Support Center at 7900 Garden Grove Boulevard.

BACKGROUND

In the City's ongoing efforts to address homelessness, implementation of the City's 2021 Comprehensive Strategic Plan to Address Homelessness (CSPAH) has been a priority. The CSPAH serves as a five-year roadmap that aims to identify pathways to connect homeless individuals to necessary resources and programs. The table below outlines action items taken towards implementation of the CSPAH goals, particularly in the delivery of a new Central Cities Navigation Center and new permanent supportive housing for Garden Grove's unhoused individuals.

	Action Item(s)	Timeline	Description
1	CSPAH	Sept 2021	Adopted the City's 2021 Comprehensive Strategic Plan to Address Homelessness.
2	HOMELESSNESS WEBSITE	Sept 2021	Development a comprehensive website portal. https://ggcity.org/endhomelessness
3	HOMELESS DATA DASHBOARD	Sept 2021	Activated a Homeless Data Dashboard conveys the number of homeless and at-risk individuals assisted on a quarterly basis, as well as the funds expended to administer the six (6) eligible activities (Street Outreach, Emergency Shelter, Rapid Rehousing, Homelessness Prevention, and Workforce Development). https://ggcity.org/endhomelessness/dashboard

4	STREET OUTREACH	Ongoing	Provide Street Outreach services in coordination with the Garden Grove Police Department - Special Resource Team (SRT) and a local non-profit to support individuals who are homeless. https://ggcity.org/endhomelessness/street-outreach
5	BE WELL OC	Oct 2021	Deployment of an 18-month Mobile Response Team program address certain mental health calls for service. https://ggcity.org/be-well-oc-garden-grove
6	WEBINAR(S)	May 2021/ June 2022	Collaborated with United Way through their United to End Homelessness Initiative to facilitate informational webinars about Homelessness 101 and Navigation Center 101. https://ggcity.org/endhomelessness
7	TRI-CITIES MOU	June 2022	Approval of the Memorandum of Understanding (MOU) with the cities of Fountain Valley and Westminster to jointly collaborate, develop and contribute funding for a future navigation center. https://ggcity.org/navigation-center
8	ADDED NEW CCNC WEBPAGE	Aug 2022	Added a new Future Navigation Center resource webpage along with an FAQ summary. https://ggcity.org/navigation-center .
9	COMMUNITY ENGAGEMENT	Aug 2022	Hosted two (2) community meetings on August 17, and 30, 2022 to share information about the future navigation center. https://ggcity.org/navigation-center
10	PROJECT FUNDING	Sept 2022	Secured initial funding commitment from the County of Orange in the amount of \$11.3M
11	PROPERTY ACQUISITION	Sept 2022	Approval of a Purchase Agreement and Escrow Instruction for the acquisition of 13871 West Street. Accelerated escrow closing anticipated in November 2022.
12	DUE DILIGENCE WORK	Sept 2022	Scope of work associated with preparation of the Design Development Plans and the Construction Drawings/Technical Specifications is underway.
13	CAPER	Sept 2022	The City utilizes Federal funding to expand or preserve affordable housing opportunities, improve low-income neighborhoods through public infrastructure improvements, and assist special needs groups such as senior citizens, <i>homeless, and those who are 'at-risk' of becoming homeless.</i> The CAPER provides descriptions and financial information, and evaluates the City's progress toward the priority objectives addressing housing and community needs.

14	PERMANENT SUPPORTIVE HOUSING	Sept 2022	American Family Housing completed the City's first PSH project by redeveloping an aging apartment building in supportive housing. Eight of the ten refurbished units have been set aside for extremely low-income households who are exiting homelessness.
15	COMMUNITY ENGAGEMENT	Oct 2022	City of Westminster hosted a community meeting on October 13, 2022 to share information about the future CCNC.
16	COMPREHENSIVE TRI-CITIES MOU	Oct 2022	Approved a Memorandum of Understanding with the Cities of Fountain Valley and Westminster for a tri-cities partnership towards development and operation of a future CCNC.
17	COUNTY MOU	Nov 2022	Approved a Memorandum of Understanding with County of Orange providing for towards construction and operation of a future CCNC.
18	NEW UPDATE CONSTRUCTION MANAGEMENT	March 2023	Award of Contract to NEXTGEN Design Builders, Inc. for construction management services for the CCNC Project.
19	NEW UPDATE STREET MEDICINE (PHASE 1)	April 2023	CalOptima launched Phase 1 of the street outreach and medicine pilot program in Garden Grove.
20	NEW UPDATE CCNC SERVICE PROVIDER	April 2023	Award of Contract to Volunteers of America Los Angeles (VOALA) to operate the CCNC.
21	NEW UPDATE CCNC CONSTRUCTION	April 2023	Award of Contract to Thomco Construction Inc., Inc. for construction of the CCNC Project.
22	NEW UPDATE CALTRANS COOP AGREEMENT	May 2023	Cooperative Agreement with Caltrans for a fencing pilot program.
23	NEW UPDATE CCNC Ground Breaking Event	June 2023	Hosted the CCNC Ground Breaking Ceremony on June 13, 2023.

DISCUSSION

Leveraging partnerships at the regional, local and non-profit partner level has been essential to the City's success to achieving the goals outlined in the 2021 CSPAH. CalOptima has been a notable City partner with their recent deployment of the first Street Medicine Program in the City of Garden Grove. Since the program launch in April 2023, over 129 individuals have been engaged and 65 individuals have been enrolled into the program during the first three months of operation. The Street Medicine Program offers health and social services designed to address the unique needs and circumstances of unsheltered individuals. The program's approach directly engage individuals experiencing homelessness where they are and on their own terms to reduce barriers to care and access to services. The goal of the fully

operational Street Medicine Program is to develop a Street Medicine Support Center, a temporary supportive housing facility providing full wraparound services to individuals enrolled in the program.

CalOptima is currently under contract to acquire the Hospitality Inn motel located at 7900 Garden Grove Boulevard, with plans to reposition its use as the first Street Medicine Support Center in the County of Orange. The Street Medicine Support Center will feature 52 private guest rooms that will serve 52 clients. Each guest room will be furnished, and will include a kitchenette and a bathroom. The Support Center will also include staff administrative offices, laundry facilities, and an outdoor open space. The Support Center will offer priority placement to older adults, families, and veterans of the Street Medicine Program. Participants will receive three-meals a day, and on-site security will be provided 24 hours a day. While there is no limit of stay, it is estimated that individuals will remain for approximately 90 days. Project plans and a Fact Sheet of the Street Medicine Support Center are attached.

To achieve this project outcome, consideration by the City Council is requested for a Memorandum of Understanding (MOU) between the City and CalOptima to memorialize the City's support and assistance to the project by waiving land use entitlement processing fees and/or building fees in the amount not to exceed \$1,000. A copy of the MOU is attached.

FINANCIAL IMPACT

The request to waive appropriate land use entitlement processing fees and/or building fees up to \$1,000, would have minimal impact to the General Fund.

CalOptima is responsible for all project construction, program and operation costs associated with the new Street Medicine Support Center.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Memorandum of Understanding between the City of Garden Grove and CalOptima; and
- Authorize the City Manager to execute all documents on behalf of the City, and make minor modifications thereto as needed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Memorandum of Understanding	6/20/2023	Agreement	GG-CALOPTIMA_MOU.DOCX
Attachment 2: Street Medicine Support	6/20/2023	Backup Material	Street_Medicine_Support_Center_Plans_(C).pdf

Center Project Plans
Attachment 3: Street
Medicine Support
Center Fact Sheet

6/20/2023

Backup Material

Street_Medicine_Support_Center_Fact_Sheet-
_FINAL_6_20_23.pdf

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GARDEN GROVE
AND
THE ORANGE COUNTY HEALTH AUTHORITY (CALOPTIMA)
PERTAINING TO
THE ESTABLISHMENT OF A STREET MEDICINE SUPPORT CENTER
AT 7900 GARDEN GROVE BLVD.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into to be effective on June 27, 2023 ("Effective Date") by and between the City of Garden Grove, a municipal corporation ("CITY"), and the Orange County Health Authority, a public agency doing business as CALOPTIMA ("CALOPTIMA").

RECITALS

- A. CALOPTIMA created and deployed its first Street Medicine Program in the City of Garden Grove in April 2023. The Street Medicine Program offers health and social services designed to address the unique needs and circumstances of unsheltered individuals. The program's approach directly engage individuals experiencing homelessness where they are and on their own terms to reduce barriers to care and access to services. The goal of the fully operational Street Medicine Program is to develop a Street Medicine Support Center consisting of a temporary supportive housing facility providing full wraparound services to individuals enrolled in the Street Medicine Program.
- B. CALOPTIMA is in escrow to acquire the Hospitality Inn motel located at 7900 Garden Grove Blvd., with plans to establish its first Street Medicine Support Center in the County to supplement its Street Medicine Program established in the City of Garden Grove.
- C. The CITY wishes to partner with, and assist CALOPTIMA in the establishment of the Street Medicine Support Center at 7900 Garden Grove Blvd. by waiving certain land use entitlement processing and/or building permit fees to facilitate the project.

NOW, THEREFORE, in consideration of the foregoing Recitals and the promises, covenants and conditions set forth herein, CITY and GGTPC agree as follows:

1. **TERM AND TERMINATION**

The Term of this MOU shall commence on the Effective Date and continue until the MOU is terminated as provided for below. Either party may terminate this MOU upon ninety (90) days written notice to the other party. If not earlier terminated, this MOU shall automatically terminate upon issuance of the certificate of occupancy for the Street Medicine Support Center at 7900 Garden Grove Blvd.

2. WAIVER OF FEES

The CITY agrees to waive land use entitlement processing and/or building permit fees in the amount not to exceed one thousand dollars (\$1000.00) as contribution and financial support for the establishment of the Street Medicine Support Center at 7900 Garden Grove Blvd.

3. INDEMNIFICATION

Each party to this MOU hereby assumes any and all risks for personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Each party agrees to indemnify and hold each of the other party harmless from any obligations, costs, claims, judgments, attorney fees, and/or attachments in any way connected with the party's own acts or omissions and that of their respective officers and employees.

4. NO THIRD-PARTY BENEFICIARY

Nothing contained in this MOU is intended to confer, nor shall this MOU be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

5. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first set forth above.

"CITY"

CITY OF GARDEN GROVE, a municipal corporation

By _____
Lisa L. Kim, City Manager

ATTEST:

Teresa Pomeroy, City Clerk

APPROVED AS TO FORM:

City Attorney

"CALOPTIMA"

ORANGE COUNTY HEALTH
AUTHORITY, a public agency d.b.a.
CALOPTIMA

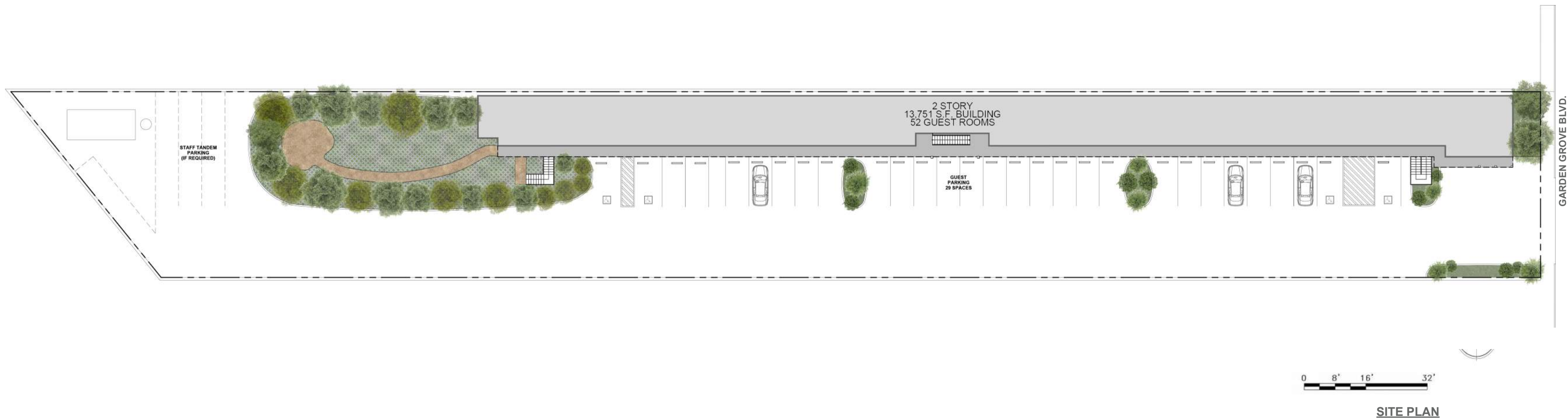
By _____
Its: CEO

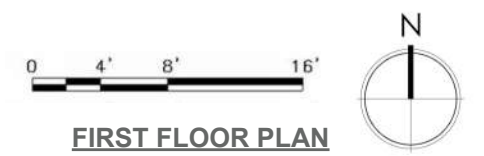
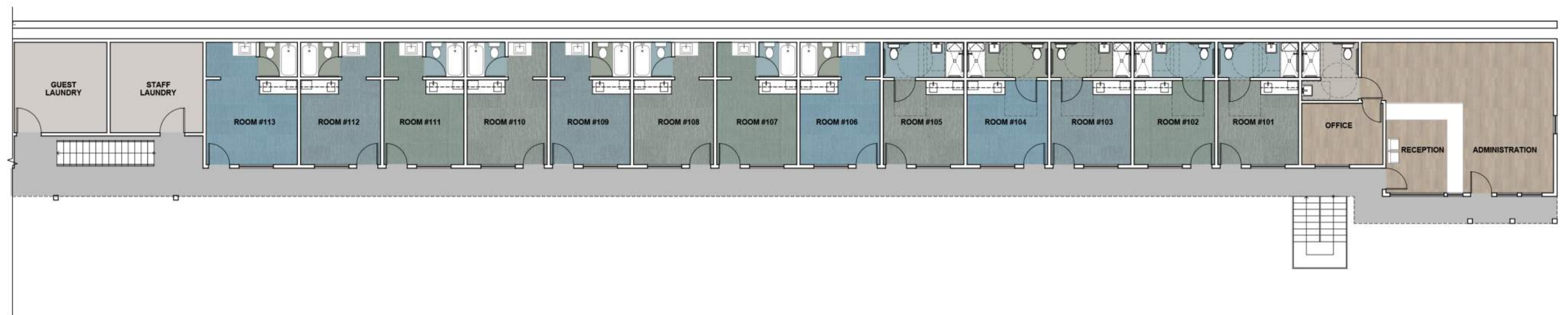
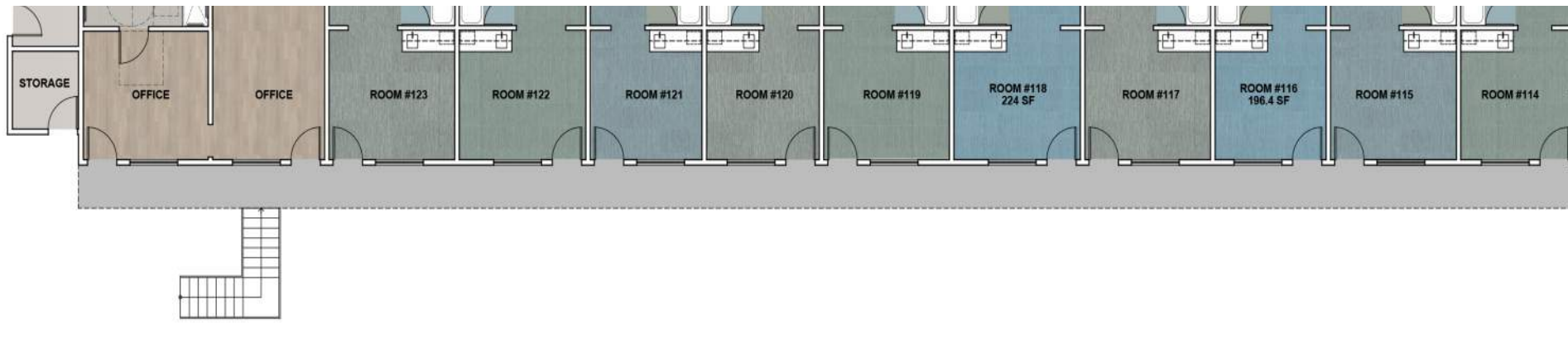
ATTEST:

Secretary

APPROVED AS TO FORM:

General Counsel



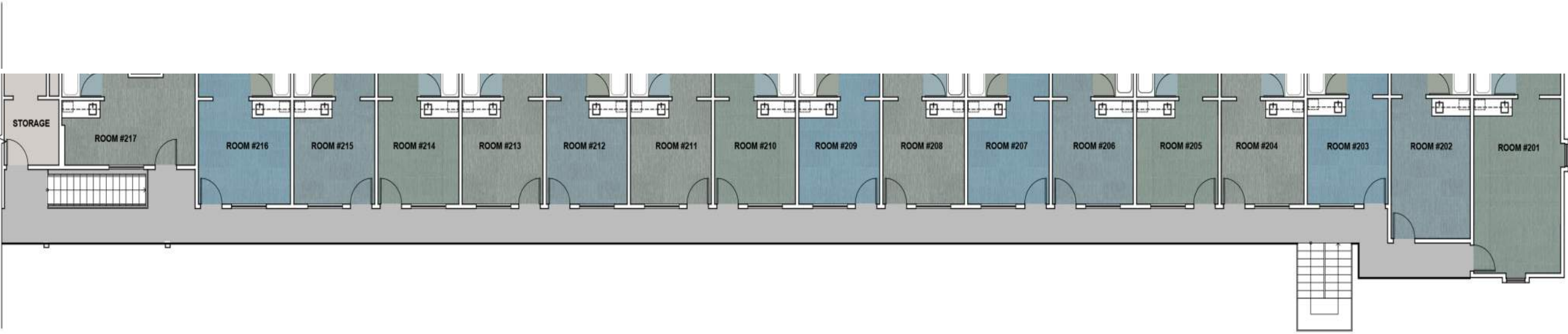


FIRST FLOOR PLAN

SECOND FLOOR PLAN

1/16" = 1'-0"

2



SECOND FLOOR PLAN



SECOND FLOOR PLAN





STREET MEDICINE SUPPORT CENTER

OVERVIEW/SERVICES OFFERED

Street Medicine includes health and social services developed specifically to address the unique needs and circumstances of unsheltered individuals. The fundamental approach of Street Medicine is to engage people experiencing homelessness where they are and on their own terms to maximally reduce or eliminate barriers to care access and follow-through services. Working in collaboration with various county, city, and community organizations, Street Medicine's ultimate goal is to address and improve the overall health outcomes of the unsheltered, unhoused individuals served. However, knowing that housing is health, this goal can only be fully accomplished through the provision of dignified temporary shelter and then ultimately housing.

When rapport is established and a member enrolled in Street Medicine is willing to leave the street, a location must be available where the individual can temporarily receive shelter along with the continued medical and wrap-around services of the Street Medicine program. Therefore, in order to fully operationalize CalOptima Health's Street Medicine program and accomplish the goals of the program, a Street Medicine Support Center is needed.

The Street Medicine Support Center is a service-enriched supportive housing facility focused on providing individuals enrolled in the Garden Grove Street Medicine Program with both continued medical wrap around services as well as housing navigation and Enhanced Care Management services. Outdoor space will be provided within the parameters of the facility for socialization and overall mental wellness and nutritious meals will be provided three times a day. Collectively these services will assist in retaining housing, improving health status, and maximizing each individual's ability to live and, when possible, work in the community.

PROGRAM INFORMATION

- **Rooms:** There will be 52 rooms. Each room will be furnished with:
 - Bed, nightstand, dresser, chair, table and television
 - Bathroom with toilet, sink, and shower or tub
 - Efficiency kitchen with sink, mini fridge, countertop and microwave
- **Number of Clients:** Rooms will be private, thereby providing a clean and dignified place to heal. Maximum number of clients at any one time is 52.
- **How will clients be referred:** All clients of the Street Medicine Support Center will be enrolled in both the street medicine program, as well as housing navigation and enhanced

care management services, Eligible client will have expressed a willingness to leave the street and the provider must determine the client is appropriate. No walk up or outside referrals will be accepted. The Street Medicine Support Center will work in partnership with the Garden Grove Navigation Center and as determined appropriate, will accept direct referrals from the Navigation Center.

- **Length of Stay:** While there will be no limit to the length of stay, it is estimated individuals will remain for approximately 90 days.
- **Priority:** Priority will be given to older adults, families, and Veterans.

MANAGEMENT AND SECURITY PLAN

The Street Medicine Support Center will be an extension of the Garden Grove Street Medicine program. Therefore, the provider of that service, HealthCare in Action, will also manage the support center. HealthCare in Action will follow policies and procedures that promote the utmost safety for the clients, staff, and the community. Specifically, Health Care in Action will:

- Provide security personnel on site 24 hours a day, 365 days per year.
- Implement a rounding program that ensures each client is engaged and monitored a minimum of 4 times per day.
- Ensure all staff will have communication with each other via portable electronic equipment.
- Install visible surveillance cameras both inside and outside the facility covering all public areas.
- Install security lighting both inside and outside the facility.
- Install an electronic gate for the entrance to the center.
- Ensure all guests enter the Community Living Center through the front entrance, utilize a coordinated sign in/out process.
- Ensure clients do not loiter in front of the building and instead use the outdoor space provided in the rear of the building.

The Street Medicine Support Center will be staffed to provide the safest, most dignified environment for all clients. Trauma informed staffing ratios (1:15) will be followed.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of an Amendment to the agreement with AME Builders, Inc. dba AME Roofing, for the Silicone Roofing Project, 11277 Garden Grove No. 02-2023. (Cost: \$33,305) (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

For City Council to approve Amendment No. 1 for additional funds to the contract with AME Builders, Inc. dba AME Roofing, for the construction of the Silicone Roofing Project, 11277 Garden Grove No. 02-2023 (Project).

BACKGROUND

On April 11, 2023, the City approved the award of a contract to AME Builders, Inc. dba AME Roofing, in the amount of \$131,736 for the construction of the Silicone Roofing Project, 11277 Garden Grove No. 02-2023 between the AME and the City. The City acquired the commercial building to become a part of the Civic Center strategic plan and for the operations of various City services.

DISCUSSION

After further inspection with the City's Public Works Facilities staff and taking into consideration the age and maintenance of the roof structure, additional work is required to complete the project. The additional improvement cost is \$33,305 and the improvements will add 15 additional working days to complete the contract work.

FINANCIAL IMPACT

The revised construction cost totals \$165,041. Costs will be paid from the Economic Development operational budget, GL-1112111280-51321, JL-CP1326276-51321.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 1 to increase the funds in the amount of \$33,305, and to add 15 additional working days to the contract with AME Builders, Inc. dba AME Roofing, for the Silicone Roofing Project, 11277 Garden Grove No. 02-2023;
- Authorize the City Manager, or her designee, to execute the contract, and make minor modifications, on behalf of the City, as appropriate thereto; and
- Authorize a 10 percent contingency for unforeseen increases or change orders for the term of the contracts available at the sole discretion of the City Manager.

By: Paul Guerrero, Real Property Agent

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proposal for Additional Work	6/19/2023	Backup Material	AME_Builders__Inc._dba_AME_Roofing_-_Proposal_for_Additional_Work.pdf
Agreement - Amendment No. 1	6/20/2023	Agreement	Amendment_No_1_AME_Builders_Inc.pdf



1242 Transit Ave.
Pomona, CA 91766
CSLB. 1057266
DIR. PW-LR-1000455020
DGS. SB / SBPW # 2017898
CUCP. DBE # 50620
LAC. LSBE # 090869
METRO. SBE # 9094

PROPOSAL

BID NUMBER 220517A-02
PREPARED BY Don Seo
EMAIL don.seo@amebuilders.net
PHONE (714) 719-4223
DATE 6/18/2023

TO
City of Garden Grove

PROJECT NAME / LOCATION
Silicone Roofing Project 02-2023
11277 Garden Grove Blvd.
Garden Grove, CA

DESIGN PHASE	ADDENDUM
WAGE SCALE	WARRANTY
Prevailing wage	

WE HEREBY SUBMIT A PROPOSAL TO FURNISH AND INSTALL

The work is including, but not limited to:

Asbestos Test \$ 1,075.00

Perform asbestos survey
Patch holes after sampling

Air Compressor Removal \$ 4,200.00

Remove/haul existing air compressor and its associated parts entirely
Remove the curb and fill with the same kind of adjacent material

Rotate Roof Hatch \$ 5,800.00

Modify existing curb to accommodate a new curb opening
Provide backing for a new ladder location
Remove and reinstall the existing ladder at the new location. **Reuse the existing ladder
Modify existing drywall soffit as needed

Coating Over Existing Coping Metal \$ 12,840.00

Prep the existing coping
Seal with One Flashing along the coping
Coat over the coping with silicone coating
Required additional working day(s): 7

New Coping at Equipment Screen \$ 2,600.00

New coping 80 lf only at the missing location

Asbestos Abatement - Roof Mastic \$ 6,790.00

Asbestos abatement
3rd party clearance

Required additional working day(s): 15

EXCLUSIONS

Permit fees
Owner's allowance/contingency
Night and weekend work

WE PROPOSE HEREBY TO FURNISH LABOR, MATERIAL AND EQUIPMENT TO COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF

Thirty Three Thousand Three Hundred Five Dollars

(\$ 33,305.00)

THIS PROPOSAL MAY BE WITHDRAWN BY US, IF NOT ACCEPTED WITHIN 30 DAYS.

Thank you so much for this opportunity.

CITY OF GARDEN GROVE
AMENDMENT NO. 1
CONSTRUCTION CONTRACT

This Construction Contract Amendment No. **1** to provide contractual construction services which includes, but not limited to, all labor, material, equipment, disposal, prep, parts, and safety measures as required by the City, is made and entered into this ____ day of June 2023, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **AME Builders, Inc. dba AME Roofing**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into a Construction Contract on **April 11th, 2023**.

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

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

1. Additional work is hereby added consisting of furnishing all labor, material, equipment, disposal, prep, parts, and safety measures to perform an asbestos test, asbestos abatement, air compressor removal, rotate roof hatch, silicone existing coping metal, and install new coping at equipment screen as specified in Attachment "A."
2. The additional work will add a total of fifteen (15) working days for the completion of the project, from fifteen (15) days to thirty (30) working days.
3. The contract price is increased by \$33,305.00 for a total contract price of **\$165,041.00**.

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

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
Lisa L. Kim, City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
AME Builder, Inc. dba AME Roofing

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No.: _____

DIR Registration No.: _____

Expiration Date: _____

Contractor's Classification: _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Attachment "A"

PROPOSAL



1242 Transit Ave.
Pomona, CA 91766
CSLB: 1057266
DIR. PW-LR-1000455020
DGS. SB / SBPW # 2017898
CUCP. DBE # 50620
LAC. LSBE # 090869
METRO. SBE # 9094

BID NUMBER 220517A-02
PREPARED BY Don Seo
EMAIL don.seo@amebuilders.net
PHONE (714) 719-4223
DATE 6/18/2023

TO
City of Garden Grove

PROJECT NAME / LOCATION
Silicone Roofing Project 02-2023
11277 Garden Grove Blvd.
Garden Grove, CA

DESIGN PHASE	ADDENDUM
WAGE SCALE	WARRANTY
Prevailing wage	

WE HEREBY SUBMIT A PROPOSAL TO FURNISH AND INSTALL

The work is including, but not limited to:

Asbestos Test	\$ 1,075.00
Perform asbestos survey	
Patch holes after sampling	
Air Compressor Removal	\$ 4,200.00
Remove/haul existing air compressor and its associated parts entirely	
Remove the curb and fill with the same kind of adjacent material	
Rotate Roof Hatch	\$ 5,800.00
Modify existing curb to accommodate a new curb opening	
Provide backing for a new ladder location	
Remove and reinstall the existing ladder at the new location. **Reuse the existing ladder	
Modify existing drywall soffit as needed	
Coating Over Existing Coping Metal	\$ 12,840.00
Prep the existing coping	
Seal with One Flashing along the coping	
Coat over the coping with silicone coating	
Required additional working day(s): 7	
New Coping at Equipment Screen	\$ 2,600.00
New coping 80 lf only at the missing location	
Asbestos Abatement - Roof Mastic	\$ 6,790.00
Asbestos abatement	
3rd party clearance	
Required additional working day(s): 15	

AME Builders, Inc.

1 of 2

Proposal v3.11 COR01 Various Changes R2

EXCLUSIONS

Permit fees
Owner's allowance/contingency
Night and weekend work

WE PROPOSE HEREBY TO FURNISH LABOR, MATERIAL AND EQUIPMENT TO COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF

Thirty Three Thousand Three Hundred Five Dollars (\$ 33,305.00)

THIS PROPOSAL MAY BE WITHDRAWN BY US, IF NOT ACCEPTED WITHIN 30 DAYS.

Thank you so much for this opportunity.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of a cost sharing agreement with the Municipal Water District of Orange County for dedicated irrigation meters area measurement for regulatory compliance. (Cost: \$71,100) (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

Approval of a cost sharing agreement with the Municipal Water District of Orange County (MWDOC) for dedicated irrigation meters area measurement for regulatory compliance.

BACKGROUND

In 2018, the California State Legislature enacted two policy bills, Senate Bill (SB) 606 and Assembly Bill (AB) 1668, to establish a new foundation for long-term improvements in water conservation and drought planning through a water-budget based approach. These bills are commonly referred to as the Conservation Framework. One component of the Conservation Framework requires each water supplier to calculate and report their Urban Water Use Objective for Outdoor Use with Dedicated Irrigation Meters, based on measurements of irrigated/irrigable area and local weather data.

DISCUSSION

MWDOC issued an RFP, on behalf of member agencies of which Garden Grove is a member, to facilitate a joint effort to retain one consulting firm to provide the required area measurement associated with dedicated irrigation meters. This coordinated effort allows for member agencies to benefit from increased economies of scale. A selection committee evaluated proposals and selected Quantum Spatial based on their competitive pricing and the staffing capacity for the project in addition to the most substantial, relevant experience. Other participating member agencies for this project include:

- City of Anaheim
- City of Brea
- City of Fountain Valley
- City of Fullerton
- Laguna Beach County Water District
- Moulton Niguel Water District
- City of Newport Beach
- City of Orange
- City of San Clemente
- City of Santa Ana
- City of Seal Beach
- South Cost Water District
- Trabuco Canyon Water District
- City of Tustin

The City's cost in participating in this project will be approximately \$71,100.

FINANCIAL IMPACT

There is no impact to the General Fund. This study will be funded from the City's adopted FY 2023-24 Water Enterprise Fund budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached agreement with Municipal Water District of Orange County to conduct area measurements of landscapes with dedicated irrigation meters to meet State regulatory compliance under SB 606 and AB 1668, not to exceed \$71,100; and
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	6/12/2023	Agreement	Adden_3D_FY_22-24_-_DIMM_Participation_-_Garden_Grove_(2).pdf

Addendum 3D to Water Conservation Participation Agreement FY 22-24
Dedicated Irrigation Meters Measurement Program
Participant Agency Election and Authorization (as of July 2022)
Page 1 of 8

Program Overview. State legislation signed by the Governor in 2018 – Assembly Bill (AB) 1668 and Senate Bill (SB) 606, also known as The Conservation Framework requires each Urban Water Supplier to calculate and report their Urban Water Use Objective by January 1, 2024, and to stay within their calculated annual water budget.

The Urban Water Use Objective is an estimate of aggregate efficient water use based on:

- Indoor Residential Use (population x gpcd standard);
- Outdoor Residential Use (based on measurements of irrigated and irrigable area and local weather data);
- Outdoor Use with Dedicated Irrigation Meters (based on irrigated and irrigable area and local weather data);
- Distribution System Water Losses;
- Approved Variances; and
- Potable Reuse Bonus.

Although the Department of Water Resources (DWR) will provide residential outdoor landscape measurements, Urban Water Suppliers are responsible for measuring landscape that is irrigated and irrigable by dedicated irrigation meters. As a way to provide assistance to MWDOC member Urban Water Suppliers (hereafter Participant Agency or Participant Agencies), MWDOC has entered into an Agreement with Quantum Spatial, Inc., also known as NV5 Geospatial (NV5G), and arranged for Metropolitan funding and Santa Ana Watershed Project Authority (SAWPA) funding, where applicable, to provide landscape area measurements associated with dedicated irrigation meters (the Program), which may include the creation of water efficiency budgets for dedicated landscape meter customers.

There are two main methods for capturing landscape areas: (1) remote measurement; and (2) in-field measurement. The remote method includes NV5G using 3", 4-band aerial imagery to map and measure irrigated and irrigable areas. The in-field method involves sending field crews to the site to obtain information necessary to measure the landscape area. A third option may be available, which includes utilizing statistical methods to create estimated area measurements. This could be utilized in a situation where customer contact is imperative, yet the site is unresponsive. All methodologies will result in irrigated and irrigable area measurements, following DWR's classification methodology as closely as possible. The area analysis (corrected for slope at slopes steeper than 15 degrees) will occur using GIS software once the irrigation areas, as mapped in the final database, are confirmed as final. A summary of NV5G's approach to mapping irrigated and irrigable areas for a meter service area using remotely sensed data, field verification, or statistical methodologies (Services) is set forth below.

Remotely Sensed Mapping Approach: The imagery source used for this project will be MWDOC-provided 3", 4-band imagery flown in Summer/Fall of 2020. If for any reason this imagery is unable to be used, MWDOC will direct NV5G which source to use in its place.

NV5G will define the meter service area and meter location, if the Participant Agency does not already have current data available. NV5G will run NV5G proprietary landscape area mapping models across each customer's meter service area. With this as the starting point for the

Addendum 3D to Water Conservation Participation Agreement FY 22-24
Dedicated Irrigation Meters Measurement Program
Participant Agency Election and Authorization (as of July 2022)
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irrigated and irrigable areas, NV5G will then 'heads-up' digitize to correct for any anomalies in the modeled output. Once a draft of the irrigation areas is complete, NV5G will schedule an online review session with each dedicated irrigation meter customer. Prior to the meeting, NV5G will send a series of maps to the customer (or GIS files if the customer can utilize them) to allow for review of the data prior to the collaborative meeting. During the web meeting, NV5G mapping technicians will share their screens and interactively walk through any requested and required edits with the customer. Once finalized, NV5G will receive formal sign off that the working session has concluded in an acceptable final product. NV5G will log the date, time, and customer name in the database records so there is a metadata trail showing that the review meeting occurred, and that the data were approved. It is possible that the end customer will not respond to the project requests and, under those circumstances, the Participant Agency or MWDOC (if directed by Participant Agency) can sign off on the classification and delineation.

In-Field Mapping Approach: If field mapping of irrigated and irrigable areas is deemed necessary for any customer, NV5G will employ the use of the **WaterviewCII™** field mapping application to capture key features and georeferenced locations of the meter, service area boundary, and areas of irrigated and irrigable areas. The **WaterViewCII™ Field App** developed by Eagle Aerial Solutions gives the user the ability to work in the field to accurately identify CII water meters, geolocate the meters, classify the meter type, and help measure the irrigated area that the individual meters serve by drawing a polygon corresponding to the observed coverage area served by that meter. The data can be seamless integrated into the **WaterViewCII™** software solution, described below, or exported for use in other GIS environments.

Working closely with the customer, NV5G field staff will walk the property with the GPS-enabled tablet and mark the boundaries using the field mapping application. After the extent of the irrigated and irrigable area has been defined in the field and marked on the application, the field crew will upload the file to NV5G's internally shared database location. Once loaded, NV5G in-office mapping technicians will finalize the mapping of the irrigated and irrigable areas with the field-collected information. This will be achieved by the dedicated irrigation customer via the same screen sharing conference call process outlined in the above. When appropriate, the Participant Agency or MWDOC (if directed by Participant Agency) can approve for the customer.

Statistical Mapping Approach: The statistical mapping approach will be used, with Participant Agency permission, under the conditions where there is no response from the customer and an inability to verify the meter boundary, either in the field or remotely. Under these conditions, NV5G will use the MWDOC-provided 3", 4-band imagery flown in Summer/Fall of 2020 as described above to derive the landscape area of the customer's parcel. Utilizing the best available boundary information, NV5G will create a map of the irrigated landscape area. Then using water use information provided by the Participant Agency via MWDOC, NV5G will assign water use rates to each landscape unit based on information gathered from adjacent mapped parcels. The meter area boundary will be incrementally adjusted using a series of logical steps until the actual water use recorded for the meter matches within 5% of the landscape area multiplied by the derived water use rates. These estimated areas and boundaries will be provided to MWDOC for sign off prior to completion.

Addendum 3D to Water Conservation Participation Agreement FY 22-24
Dedicated Irrigation Meters Measurement Program
Participant Agency Election and Authorization (as of July 2022)
Page 3 of 8

This approach will not be utilized unless agreed to by the Participant Agency or MWDOC (if directed by Participant Agency). It should be noted that the meter service point for this estimate will be approximate and will be based on information provided by the Participant Agency and not the customer.

Optional Additional Service: For any Participant Agency that would like an additional analysis that goes beyond the Premises level to the meter level, the process will be similar to that laid out for the Premises level. For the meter level analysis, the interaction with the customer will work to identify the boundaries associated with each meter and not just the Premises. This delineation of the boundary may take place in three ways, and the costs associated with each are set forth in Table 3 below:

1. The Participating Agency works either remotely or in person with the customer and provides a GIS dataset or paper map that delineates the boundary of the meters to NV5G.
2. Remote interaction with the customer will involve NV5G working remotely with the customer to delineate the boundaries associated with each meter.
3. NV5G conducts an in-field visit that coincides with the Premises visit and, instead of delineating the Premises, the meter boundaries are delineated.

Optional Service: Calculating Water Budgets NV5G will provide water efficiency budget calculations for the customers included in this project when specified by MWDOC for a specific Participant Agency or Participant Agency customer(s). The water budget will be calculated using the formula below and updated periodically with data from local CIMIS stations. NV5G's intent for the water budget is to mimic the aggregate outdoor water use budget recommended by DWR/SWRCB and adopted by the legislature. The formula set forth below (Water Budget Equation) is the current recommendation, but may be subject to change at MWDOC's request, to best fit with Conservation Framework methodology. This Water Budget Equation may also be adjusted per MWDOC approval and/or request by the Participant Agency.

$$(II + B) \times ETAF_{ii} \times (0.62) \times (ET_o - P_{eff}) = \text{Water Budget}$$

Where:

II = Irrigated Area

ETAF_{ii} = Evapotranspiration adjustment factor for Irrigated Area (TBD; note, areas irrigated with recycled water may be assigned a different ETAF)

INI = irrigable area (not currently irrigated)

ET_o = Reference evapotranspiration

P_{eff} = Effective precipitation

B = Buffer

Step 1: B= 0

Step 2: B= p x INI

P= .20

Addendum 3D to Water Conservation Participation Agreement FY 22-24
Dedicated Irrigation Meters Measurement Program
Participant Agency Election and Authorization (as of July 2022)
Page 4 of 8

There are two potential options for calculating water budgets: (1) the fee-based WaterView Portal - Eagle Aerial's designed application to manage this data and estimate water budgets, as well as provide analytical tools that districts can use to compare actual water use against estimated budgets; or (2) a no-cost Excel Model based approach, which involves the export of the landscape area for each parcel into an excel sheet and the modeling of the water budget using CIMIS data and the Water Budget Equation. This deliverable will include the data points needed for budget calculation such as CIMIS station, landscape area. The estimate will be based on a snapshot of daily ETo (as opposed to updated ETo data over time included in the WaterView Portal), summarized into monthly summaries.

In order to access NV5G's Services through MWDOC, Participant agency must complete and sign this Addendum 3D and provide upfront co-funding as set forth below. For access to the imagery files, the attached Non-Disclosure Agreement must be signed and returned.

Election to Participate in Dedicated Irrigation Meters Measurement Program.

By checking the box below, _____ hereby
Name of Participant Agency
elects to participate in the Program.

Election to Participate in Dedicated Irrigation Meter Measurement Program

☐

Participant Agency Obligations. As a condition of participation, Participant Agency understands and agrees to the following:

- Participant Agency will use reasonable efforts to assist MWDOC and NV5G with customer outreach within the Participant Agency's service area.
- Participant Agency will provide NV5G with an executed copy of NV5G's Non-Disclosure Agreement, customer billing service data for Participant Agency's selected dedicated irrigation meter accounts and, if available, other customer information such as assessor parcel numbers, GIS files, and/or NAIC codes.
- Based on the number of customers selected by Participant Agency for inclusion in the Program and the methods of measurement, providing MWDOC with upfront co-funding prior to the Program commencing in Participant Agency's service area.

Participant Agency Co-Funding. Participant Agency agrees to provide co-funding for the Program in the amounts specified in the Tables below. Co-funding will be provided on a per Customer basis up to the Not to Exceed funding limit. Participant Agency understands that cost calculations are based on the best available information and are subject to change:

Addendum 3D to Water Conservation Participation Agreement FY 22-24
Dedicated Irrigation Meters Measurement Program
Participant Agency Election and Authorization (as of July 2022)
Page 5 of 8

Participant Agencies that provided upfront co-funding in Fiscal Year 21-22 and are electing to roll over any unspent balance of said co-funding to the current funding cycle are to indicate so below:

Participant Agency hereby acknowledges that upfront co-funding was provided to MWDOC in Fiscal Year 21-22 and authorizes MWDOC to roll the unspent balance of that co-funding over to the current funding cycle:

Participant Agency Name	Amount of Upfront Co-Funding Provided in FY 21-22	Amount Spent in FY21-22	Amount to be rolled over to FYs 22-24	Authorization to Roll Over Remaining Balance of Co-Funding (Initial Below)
	N/A			

Table 1 below is to be completed by Participant Agencies enrolling in the Program for the first time and Participant Agencies needing to increase their upfront co-funding.

Table 1
Participant Agency Quantities and Funding

		MWDOC Cost Share				
Methodology	Cost per Customer/ Premises*	MET Funding	SAWPA Funding PER METER**	Quantity of Agency Premises	Quantity of Agency Meters	Estimated Funding For Fiscal Years 2022-2024
Remote Measurement	\$258.33	\$130.00	\$10.50	<u>570</u>	<u>816</u>	<u>\$64,580.00</u>
Field Measurement	\$465.52	\$233.00	\$10.50	<u>30</u>	<u>43</u>	<u>\$6,520.00</u>
Statistical Measurement	\$131.49	\$66.75	\$10.50	_____	_____	\$ _____
Estimated Funding Total						<u>\$71,100.00</u>

*Customer, also referred to as "Premises" is defined as one billing customer with one or more meter(s) that may irrigate one or more parcels, which are adjacent or within a spatially related area or premises (e.g. Master Association) **SAWPA funding is available only to those agencies located within the Santa Ana River watershed.

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Addendum 3D to Water Conservation Participation Agreement FY 22-24
Dedicated Irrigation Meters Measurement Program
Participant Agency Election and Authorization (as of July 2022)
Page 6 of 8

Table 2
Optional Additional Services

Description	Per Premises Cost in addition to Cost per Premises listed above	Quantity of Premises	Estimated Funding For Fiscal Years 2022-2024
Participant Agency works either remotely or in person with the Premises and provides a GIS dataset or paper map that delineates the boundary of the meters to NV5G.	\$80.00	_____	\$ _____
Remote interaction with the Premises. This will involve NV5G working remotely with the premises to delineate the boundaries associated with each meter.	\$120.00	_____	\$ _____
NV5G conducts an in-field visit that coincides with the visit to Premises and, instead of delineating the Premises, the meter boundaries are delineated.	\$250	_____	\$ _____
Estimated Funding Total			\$ _____

Table 3
Optional Waterview CII Database Viewer Platform (1st Year Subscription Only)

Category	Cost	Participant Agency Enrolling in Optional Platform (x)	Number of Customers	Estimated Funding For Fiscal Years 2022-2024
Flat Fee Per Retail Water Agency	\$10,560	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$_____
Cost per customer (per water agency)	\$33/customer		_____	Flat Fee + (\$33x No. of Customers)
Estimated Funding Total				\$_____

Grand Total Not to Exceed
Funding Limit for Fiscal Years 2022-2024 \$71,100
 (Sum of totals from Tables 1, 2, and 3)

Addendum 3D to Water Conservation Participation Agreement FY 22-24
Dedicated Irrigation Meters Measurement Program
Participant Agency Election and Authorization (as of July 2022)
Page 7 of 8

By signing below, Participant Agency understands that this is an addendum to the Water Conservation Participation Agreement between MWDOC and Participating Agency and that Participating Agency is bound by the terms and conditions of that Agreement. Addendum 3D is a MWDOC Administered Program as described in the Agreement. Participant Agency also understands and agrees that it is obligated to pay any co-funding amounts and/or optional Platform or Calculation fees, for any Services initiated during the term of this Addendum 3D, regardless of when the Service is completed.

This Addendum and funding authorization is effective as of the date signed below and continues through June 30, 2024 or until a replacement Addendum is approved and implemented by MWDOC, whichever comes first. All Program conditions and invoicing shall be pursuant to the terms of the Water Conservation Participation Agreement. Each form submitted shall include the total authorization of the Agency for the specified time period.

By signing, Participant Agency agrees to these terms.

Participant Agency City of Garden Grove

Authorizing Signature General Manager /Designee

Date

Date received: _____

Approved by _____

Comments:

Addendum 3D to Water Conservation Participation Agreement FY 22-24
Dedicated Irrigation Meters Measurement Program
Participant Agency Election and Authorization (as of July 2022)
Page 8 of 8

ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)
AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (“OCDAP”) AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“NDA”) is effective as of _____, 2022 by _____ (“Authorized User”).

1. Pictometry International Corp., a Delaware company with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 (“Pictometry”), and the Southern California Association of Governments (“SCAG”) have entered into that certain agreement dated June 25, 2020 (“Agreement”) for the delivery of licensed digital mapping data and software (“Licensed Products”) to SCAG. Under the Agreement, certain governmental entities, including SCAG departments and non-SCAG Authorized Participants, which participate in OCDAP (“OCDAP Member Agencies”) shall be granted copies of or otherwise provided access to the Licensed Products through a Participation Agreement (“Participation Agreement”) with SCAG. SCAG, OCDAP, and MWDOC entered into a joint Participation Agreement dated July 9, 2020.
2. Pursuant to that Participation Agreement and for purposes of this NDA, the OCDAP Member Agency includes Municipal Water District of Orange County.
3. Pursuant to Section 5 of the Participation Agreement, Licensed Products may only be accessed or otherwise used by other entities besides SCAG, such as OCDAP Member Agencies. OCDAP Member Agencies, which includes MWDOC, in turn may choose to share Licensed Products with other partners, contractors or consultants that use the Licensed Products either at their facilities or for any Project (as defined below), provided that such partners, contractors or consultants execute this NDA.
4. The undersigned (“Authorized User”) desires to use the Licensed Products solely for noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project (“Project”).
5. The undersigned Authorized User understands and agrees that the Licensed Products contain trade secret and/or confidential information (“Confidential Information”) of Pictometry. Therefore, by signing this NDA, the Authorized User agrees that it will use, and require any of its authorized employees, agents or consultants to use, the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA in perpetuity. The Authorized User understands and hereby acknowledges that it shall be solely responsible for assuring its authorized employees, agents, and consultants comply with the terms of this NDA and shall implement whatever methods it deems necessary to assure such compliance.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

AUTHORIZED USER:

Signature: _____	Address: _____
Name: _____	_____
Organization: _____	City/Zip: _____
Date: _____	Phone: _____
	Email: _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: John Montanez

Dept.: City Manager Dept.: Community Services

Subject: Approval of Amendment No. 3 to the Agreement with Cabco Yellow, Inc. for the Senior Mobility Program. (Cost: \$205,000) (*Action Item*) Date: 6/27/2023

OBJECTIVE

To request City Council approval of Amendment No. 3 to the Agreement with Cabco Yellow, Inc., for transportation services for the H. Louis Lake Senior Center Senior Mobility Program (SMP).

BACKGROUND

In June 2019, City Council approved a two-year Agreement with Cabco Yellow, Inc., to provide transportation services for the SMP at the H. Louis Lake Senior Center. The transportation services were split funded through the Orange County Transportation Authority, Meals on Wheels OC, and the City of Garden Grove for two twelve-month periods beginning July 1, 2019, and ending June 30, 2021. The Agreement provided the City the option to extend the agreement for additional three years, one year at a time. The City Council approved Amendment No. 1 on June 22, 2021 and Amendment No. 2 on June 28, 2022 respectively, and extended the agreement for two years. Current agreement will expire on June 30, 2023.

DISCUSSION

Staff would like to request that City Council approve Amendment No. 3 to the Agreement, which will extend the term of the agreement for the third option year, beginning July 1, 2023 through June 30, 2024, for an amount not to exceed \$205,000.

FINANCIAL IMPACT

Funding for transportation services for the City's SMP will continue to be split funded among the City, OCTA and Meals on Wheels OC. OCTA will provide grant funding for the City's SMP through June 2026, while Meals on Wheels OC will provide annual

grant-funding. Total available funding for the SMP during Fiscal Year 2023-2024 will be \$205,000; OCTA will provide approximately \$180,000, and Meals on Wheels OC will provide approximately \$25,000 for the twelve-month period.

The City is required to provide a twenty (20) percent match for the OCTA grant funding, which is an approximate total of \$34,000. The match can take the form of an in-kind or monetary contribution. The City will make an in-kind match of \$34,000 in staffing costs that are included in the adopted Fiscal Year 2023-24 Community Services Department's operating budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Amendment No. 3 to the Agreement with Cabco Yellow, Inc., for transportation services for the City's Senior Mobility Program at the H. Louis Lake Senior Center, in the amount not to exceed \$205,000 during Fiscal Year 2023-2024; and
- Authorize the City Manager to execute Amendment No. 3 on behalf of the City, including making minor modifications as appropriate and necessary.

By: Janet Pelayo
Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment No. 3 Cabco Yellow Inc	6/20/2023	Agreement	AMENDMENT_3-Cabco_Yellow_Inc_FY24.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 3

To: Provide Transportation Services for the City of Garden Grove's Senior Mobility Program.

This Amendment No. 3 to Provide Transportation Services for the City of Garden Grove's Senior Mobility Program is made and entered into this ____ day of _____ 2023, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Cabco Yellow Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **B220006-002** effective **June 11, 2019**.

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

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

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

The CITY hereby extends the performance period through June 30, 2024.

Section 3: Compensation - shall be revised as follows:

The contract price is hereby increased by \$205,000.00 for the above term of the contract only and per the change in the participant fees collected in Attachment "A"

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

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Cabco Yellow Inc.

By:  _____
AA302C722724496...

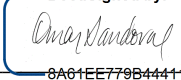
Name: Tim Conlon

Title: President

Date: 6/14/2023

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

APPROVED AS TO FORM:

 _____
8A01EE779B44411...
Garden Grove City Attorney

6/7/2023

Date





CITY OF GARDEN GROVE

June 6, 2023

Cabco Yellow, Inc.
520 W. Dyer Road
Santa Ana, CA 92707

Steve Jones
Mayor

George S. Brietigam
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Cindy Ngoc Tran
Council Member - District 3

Joe DoVinh
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

Dear Mr. Conlon,

This letter is to inform you the City of Garden Grove will be amending the agreement with Cabco Yellow, Inc. The amendment will extend the agreement for an additional one (1) year term, effective July 1, 2023 through June 30, 2024. Additionally, the City will be lowering the amount that Cabco Yellow, Inc. collects for the participant fare per trip, from four dollars (\$4) to two dollars (\$2) per trip. Please inform and implement this change with your team to be effective July 1st.

If you have any questions, please feel free to reach out to me at (714)741-5769.

Sincerely,

Gabriela O' Cadiz Hernandez

Gabriela O' Cadiz Hernandez
Human Services Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to Nixon-Egli Equipment Company for one (1) new Vogeles Super 700-3i Mini Paver. (Cost \$235,878.14) (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

To secure City Council authorization for the purchase of one (1) new Public Works Vogeles Super 700-3i Mini Paver from Nixon-Egli Equipment Company through the Sourcwell competitive bid program, Contract #060122-WAI.

BACKGROUND

The Public Works Department Street Division is requesting the addition of a new Path Mini Paver, valued at \$235,878.14 for the purpose of paving street alleys citywide. The City of Garden Grove does not currently pave public alleys due to the lack of proper equipment. The City's existing paver is 8 feet to 13 feet wide, and the proposed path paver is approximately 3 feet to 7 feet wide, allowing the Streets Division to work in narrower areas such as alleyways. By procuring a Path Mini Paver, the Streets Division will be able to rehabilitate the 169 deteriorating alleys, which encompass 32 centerline miles. This will benefit the City by extending the lifespan of the alleyways for an additional 15 to 20 years. The equipment was approved through the Fiscal Year 2023/24 budget process.

DISCUSSION

The City joins other public agencies to purchase fleet vehicles and equipment to enhance its purchasing power and improve efficiency during the selection process. Sourcwell nationally solicits, evaluates and awards contracts through a competitive bid process. Nixon-Egli Equipment Company was awarded as the lowest responsive bidder by Sourcwell via Contract #060122-WAI. The City is piggyback off the Sourcwell contract for the proposed purchase.

Nixon-Egli Equipment Company \$235,878.14*

*This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The proposed purchase is on the equipment replacement list of the Fleet Fund approved for Fiscal Year 2023-2024.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$235,878.14 to Nixon-Egli Equipment Company for the purchase of one (1) new Public Works Vogeles Super 700 3i Mini Paver.

By: Raul Leyva, Street Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Quote	6/19/2023	Backup Material	100839c_VOGEL SUPER_700-3I_CITY_OF_GARDEN_GROVE_QUOTE.pdf

-
- SO. CALIFORNIA: 2044 South Vineyard Avenue, Ontario, CA 91761 • (909) 930-1822 • FAX (909) 923-2356
 - NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884

City of Garden Grove
13802 Newhope St.
Garden Grove, CA 92843

June 7, 2023
Quote Number-100839c



Attention-Raul Leyva
Reference- **Vogele Super 700-3i**
Stock #220741

City of Garden Grove ID# 32278
Wirtgen Sourcewell 060122-WAI



Drive Unit

- Water-cooled Deutz diesel engine, type TCD 2.9 L4 with 55.4 kW at 2,200 rpm
- The engine complies with the emission standards of the European Union Stage V and USA EPA Tier 4f
- Electronic engine management with ECO mode and variable-speed fan drive

Screed

- AB 220 V Extending Screed

Undercarriage

- Controlled hydrostatic traction drive, closed loop
- Crawler tracks with rubber pads, ground contact 1,500mm x 180mm
- Low-maintenance multiple-disk brakes, lock on automatically with=out oil pressure

Material Feed, Conveyors and Augers

- Push-rollers, oscillating, can be displaced forwards by 100 mm and folded inwards to the basic width together with the hopper sides
- Hopper capacity 5.8 t, feed height 500 mm
- Hopper sides fold separately
- 3 separate hydrostatic drives on the conveyors and augers
- Mechanical sensor for controlling the conveyor
- Conveyor can briefly be reversed

-
- SO. CALIFORNIA: 2044 South Vineyard Avenue, Ontario, CA 91761 • (909) 930-1822 • FAX (909) 923-2356
 - NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884

- Augers can be reversed and adjusted in height
- Manual override for augers
- Automatic filling of the auger tunnel during interruptions in paving

Electrical System

- On-board voltage 24V
- 4 working light 24v (2x front, 2x rear)

Screed Heating

- Three-phase A.C. generator with generator management
- Screed is also heated when diesel engine is idling

Operator's Platform

- Ergonomically designed operator's workplace; operator platforms on the walkway behind the screed, with additional fold-down step for elevated operator position
 - Paver operator's ErgoBasic console
 - 2 ErgoBasic remote control units for the left and right sides of the screed working

Miscellaneous

- Machine documentation
- Rotary beacon, 1 piece
- Sensor for auger control, sonic, 2 pieces
- Auger height adjustment, manual
- Niveltronic Basic
- Reduction of Width

Selected Additional Options

- ❖ Remote control unit for Niveltronic Basic, 2 units
- ❖ Bracket for grade sensor, 2 pieces
- ❖ Multi-cell sonic sensor (Dash 3), 2 units

Sourcewell List Price:	\$ 254,885.08
Sourcewell Member Discount (18%):	\$ -(45,879.31)
Sourcewell Price w/ Discount:	\$ 209,005.76
Dealer Items:	\$ 7,250.00
Price:	\$ 216,255.76
Delivery Freight	\$ 700.00
Tax @ 8.75%	\$ 18,922.38
Total Price w/ Tax:	\$ 235,878.14

-
- ☐ SO. CALIFORNIA: 2044 South Vineyard Avenue, Ontario, CA 91761 • (909) 930-1822 • FAX (909) 923-2356
 - ☐ NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884

Special Notes:

- 1) Proposal F.O.B. City of Garden Grove Yard.
- 2) Sourcewell Pricing Includes Standard One Year Warranty.
- 3) Additional Discount only applies if both machines are ordered.
- 4) Quote Valid for 30 Days.
- 5) Both machines quoted are currently in stock and are subject to prior sale

Thank you for the opportunity to quote on your equipment needs. Should you have any further questions, please feel free to contact me.

Sincerely,

NIXON-EGLI EQUIPMENT CO.

Tray Hall

Tray Hall
Municipal Area Manager

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Receive and file minutes from the meetings held on May 23, 2023, and May 31, 2023. (*Action Item*) Date: 6/27/2023

Attached are the minutes from the meetings held on May 23, 2023, and May 31, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes - May 23, 2023	6/22/2023	Minutes	cc-min_05_23_2023.pdf
Minutes - May 31, 2023	6/22/2023	Minutes	cc-min_05_31_2023.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, May 23, 2023

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

CONVENE MEETING

At 6:33 p.m., Mayor Jones convened the meeting.

<u>ROLL CALL</u>	PRESENT:	(6)	Council Members O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Mayor Jones
	ABSENT:	(1)	Council Member DoVinh absent at Roll Call, but joined meeting at 6:34 p.m.

INVOCATION

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

RECESS

At 6:35 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 6:39 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ORAL COMMUNICATIONS

Speakers: Ana Parker, Nicholas Dibs

RECESS

At 6:51 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 6:55 p.m., Mayor Jones reconvened the meeting with all Council Members present.

PRESENTATION – COMMUNITY SPOTLIGHT IN RECOGNITION OF THE GARDEN GROVE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) VOLUNTEERS FOR THEIR VALUED SERVICE

ADOPTION OF A PROCLAMATION RECOGNIZING JUNE AS LGBTQ PRIDE MONTH (F: 83.1-2023)

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

A Proclamation recognizing June as LGBTQ Pride Month, be adopted.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

REJECTION OF ALL BIDS AND AUTHORIZATION TO RE-ADVERTISE FOR PROJECT NO. CP-1287000, ANABEL – WOODBURY WATER IMPROVEMENT PROJECT (F: 92.PROJ.CP1287000)

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

All bids received on Thursday, May 4, 2023 for Project No. CP-1287000 – Anabel – Woodbury Water Improvement Project be rejected; and

Staff be authorized to re-advertise the project.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROVAL OF ADDENDUM NO. 4 TO THE AGREEMENT WITH LFA TO CONDUCT A TWO-DAY MUSIC FESTIVAL AT VILLAGE GREEN PARK THE WEEKEND OF AUGUST 17 THROUGH AUGUST 18, 2024 (F: 55-LFA GROUP, LLC)

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

Addendum No. 4 to the agreement with LFA Group, LLC to conduct the 2024 Music Festival at Village Green Park, beginning Saturday, August 17 through Sunday, August 18, 2024, be approved; and

The City Manager, or her designee, be authorized to make minor modifications to, and execute Addendum No. 4 on behalf of the City.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

AWARD A CONTRACT TO H.L. MILLER, INC., FOR INTERIOR OFFICE IMPROVEMENT PROJECT, 11277 GARDEN GROVE NO. 03-2023 (JOINT ACTION ITEM WITH THE HOUSING AUTHORITY) (F: 55-H.L. MILLER, INC.)

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

The award of contract to H.L. Miller, Inc., in the amount of \$88,472.12, for the Interior Office Improvement Project, 11277 Garden Grove No. 03-2023, be approved;

The Finance Director be authorized to create a new Capital Improvement Project (CIP) for the Housing Authority and appropriate \$88,472.12 from the Housing Authority's existing operating funds for the CIP. In the case that the Housing Authority's operating funds are insufficient to cover the entire Project cost, the Finance Director shall allocate the General Fund money to subsidize for the balance; and

Authorize the City Manager/Director, or her designee, to execute the contract, and make minor modifications, on behalf of the City and the Housing Authority, as appropriate.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

HOUSING AUTHORITY ACTION

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

The award of contract to H.L. Miller, Inc., in the amount of \$88,472.12, for the Interior Office Improvement Project, 11277 Garden Grove No. 03-2023, be approved;

The Finance Director be authorized to create a new Capital Improvement Project (CIP) for the Housing Authority and appropriate \$88,472.12 from the Housing Authority's existing operating funds for the CIP. In the case that the Housing Authority's operating funds are insufficient to cover the entire Project cost, the Finance Director shall allocate the General Fund money to subsidize for the balance; and

Authorize the Director/City Manager, or her designee, to execute the contract, and make minor modifications, on behalf of the Housing Authority and the City, as appropriate.

The motion carried by an 8-0-1 vote as follows:

Ayes:	(8)	O'Neill, Tran, Jones, DoVinh, Klopfenstein, T. Nguyen, K. Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Beckles

AWARD A CONTRACT TO DAVIS FARR LLP TO PROVIDE ANNUAL AUDITING SERVICES FOR FISCAL YEARS 2022-23 AND 2023-24 (F: 55-DAVIS FARR, LLP)

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

Staff be authorized to dispense with bidding in the best interest of the City pursuant to Garden Grove Municipal Code 2.50.060(G);

A contract be awarded to Davis Farr for annual auditing services for fiscal years 2022-23 and 2023-24; and

The City Manager or her designee be authorized to execute the contract, approve minor modifications as needed, and exercise the option to extend the contract up to three years.

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

Ayes:	(7)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Jones
Noes:	(0)	None

RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON APRIL 11, 2023, APRIL 25, 2023, AND MAY 9, 2023 (F: VAULT)

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

The minutes from the meetings held on April 11, 2023, April 25, 2023, and May 9, 2023, be received and filed.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Jones
Noes: (0) None

WARRANTS

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

Payroll warrants issued on May 18, 2023, inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Jones
Noes: (0) None

PUBLIC HEARING - ADOPTION OF A RESOLUTION CONFIRMING THE GARDEN GROVE TOURISM IMPROVEMENT DISTRICT ADVISORY BOARD REPORT AND LEVYING AN ASSESSMENT FOR FISCAL YEAR 2023-24 (F: 32.1)

Following staff's presentation, Jay Burress, President and CEO, Visit Anaheim provided a presentation. Some key highlights were as follows:

- Tourism numbers were at peak levels in 2022 with trend normalizing back to 2019 levels this year
- City-wide events are on trend to meet 2019 numbers
- Hotel Centric Co-op Programs that include hotels like the Anaheim Marriott Suites, Embassy Suites by Hilton, Great Wolf Lodge, among others; these programs include room night sales through Expedia, Get Away Today, and Hotelbeds
- Garden Grove participation in Tourism Programs that include International Sales Missions, Familiarization (FAM) Tours, Wholesale

- Operator Events, Trade Shows, Domestic Initiatives, Spring Training Campaign, Destination Forecast Meeting and TPU Update Meeting
- New South Korea and Japan Sales Mission 2023 to coincide with Garden Grove's economic development campaign into that market
- Communications Plan through social media, newsletters, and media relations

Next, Kevin Schjei, General Manager, Marriot Suites provided an overview of Garden Grove Tourism Improvement District Advisory updates as follows:

- Landscaping – Budget has been restored to 2019 levels and will be bidding out landscaping agreement for resort district beautification
- Bus shelter updates
- Security – Recently hired new security company with expanded coverage for better pricing; Flock cameras which are license plate reading cameras, have been installed throughout the resort district; associate alert devices for all 10 hotels to be installed by the end of the year.

With no questions from the City Council, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council.

Speakers: Nicholas Dibs

There being no further response from the audience, the public hearing was declared closed.

The Deputy City Clerk announced that no protests were received; therefore, there was not a majority protest.

Council Member DoVinh suggested more collaboration with Sister Cities noting the importance to grow these relationships. As an advocate of public art, Council Member DoVinh also asked for consideration of wall space at local hotels where art created by local artists can be displayed.

With no further discussion, it was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

Resolution No. 9787-23 entitled: A Resolution of the City Council of the City of Garden Grove confirming the Annual Report of the Garden Grove Tourism Improvement District Advisory Board and levying the assessment for Fiscal Year 2023-24 for the Garden Grove Tourism Improvement District, be adopted.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,

Brietigam, Jones
Noes: (0) None

AWARD OF CONTRACTS TO: WRENCH REBEL COLLISION, LLC, CALIBER BODYWORKS INC. DBA CALIBER COLLISION CENTERS, AND WILSON E. GUZMAN DBA SHARP AUTO BODY AND PAINT FOR AUTO PARTS AND LABOR FOR REPAIR OF CITY VEHICLES (F: 55-WRENCH REBEL COLLISION, LLC; 55-CALIBER COLLISION CENTERS; 55-SHARP AUTO BODY AND PAINT)

Following staff introduction, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member Klopfenstein that:

Contracts for miscellaneous auto parts and labor be awarded to:

- Wrench Rebel Collision, LLC in the amount of \$125,000;
- Caliber Bodyworks Inc. dba Caliber Collision Centers in the amount of \$125,000; and
- Wilson E. Guzman dba Sharp Auto Body and Paint in the amount of \$50,000;

With four option years for a total of five years for each contract, to be reviewed annually by the City Manager; and

The City Manager be authorized to execute the contracts, and option year contracts, on behalf of the City.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

AWARD A CONTRACT TO PAVEMENT COATINGS CO. FOR THE 2023 ARTERIAL STREETS SLURRY SEAL PROJECT NO. CP-1355000 (F: 96.PROJ.CP1355000)

Following staff introduction and it was moved by Mayor Pro Tem Brietigam, seconded by Council Member K. Nguyen that:

A contract in the amount of \$4,643,865, be awarded to Pavement Coatings Co., for the Arterial Streets Slurry Seal Project 2023, for work on the following street segments:

Harbor Boulevard from Westminster Ave to Trask Ave; Clinton Street from Westminster Ave to Trask Ave; Chapman Avenue from 9th St to West St; Brookhurst Street from Trask Ave to Garden Grove Blvd; Brookhurst Street from Chapman Ave to Katella Ave; Westminster Avenue from Brookhurst St to Bowen St; Lampson Avenue from Valley

View St to Springdale Street; West Street from Garden Grove Blvd to Lampson Ave; Nutwood Street from Garden Grove Blvd to Chapman Ave; and Nelson Street from Garden Grove Blvd to Chapman Ave.

That the City Manager be authorized to execute an agreement with Pavement Coatings Co., and make minor modifications as appropriate thereto, on behalf of the City.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

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

Mayor Pro Tem Brietigam expressed enthusiasm for the upcoming Strawberry Festival to take place on Memorial Day weekend. He invited the public to come out and enjoy the parade, festivities, and food.

Council Member O'Neill encouraged the community to demonstrate cordialness and hospitality to visitors as he shared an anecdote about a recent encounter with a YouTuber from the East Coast named "Reggie" who was in town attending the NAMM event. He noted that visitors' positive experiences are good for the community as these visitors shop and lodge locally. Lastly, Council Member O'Neill shared the success of the recent District 2 Community Clean-up Event. He shared that this is the last of the citywide scheduled Community Events this year, but reminded the public that they can contact Republic Services for bulky-item pickup services three times a year.

Council Member Tran thanked City staff for their work and actions towards resolving a resident complaint. She shared that she attended the Innovating Commerce Serving Communities (ICSC) 2023 Las Vegas Conference and thanked the Office of Economic Development team and City Manager Lisa Kim for their hard work at the conference. It was a busy event with back-to-back meetings and highlighted the fact that Garden Grove was recognized and praised by other agencies and investors for the work that Garden Grove is doing. She was truly impressed by staff's work and noted the value of attending this conference.

Council Member DoVinh thanked City Council members for selecting him to attend the Innovating Commerce Serving Communities (ICSC) 2023 Las Vegas Conference. He highlighted the importance of this event where partnerships and relationships are fostered with other cities, developers, and businesses. He noted appreciation for staffs' ability to interconnect with developers, realtors, and existing partners. He further highlighted the importance of the business partnerships noting that these businesses contribute to the city's revenue and thus fund infrastructure projects and

Measure O funding. Lastly, he shared information on the upcoming We Care, Garden Grove Boost Program which assists with funding for in-home daycare micro businesses. The program is federally funded through Department of Housing and Urban Development (HUD). The application period will open July 1, 2023, and more information will be available on the City's website.

Council Member Klopfenstein thanked everyone that participated in the Garden Grove GEMS and winners will be announced soon. She also provided a Vector Control update sharing that the summer will be a season of high mosquito activity due to all the recent rain. She advised the public to dump and drain standing water and clean any overgrown plant coverage and weeds to reduce mosquito activity and avoid rat issues. Lastly, she expressed excitement for the upcoming Strawberry Festival and shared that the public can visit strawberryfestival.org for a list of events.

Council Member DoVinh shared information about Veterans House and their need for furniture donations. If the public has furniture to donate, they should contact John with Veterans House at (916) 470-3914 for more information.

Mayor Jones thanked the Office of Economic Development team and City Manager Lisa Kim for their hard work in the planning and preparation required for attendance and participation at the Innovating Commerce Serving Communities (ICSC) conference. Council Members Tran and DoVinh were able to experience first-hand the effectiveness of the city's economic development efforts where staff is in constant contact with property owners, developers and retailers in order to explore opportunities to keep property vacancies low in the City. Lastly, Mayor Jones also expressed excitement on the growing success of Graduates Reception where over 70 graduates were recognized this year. He noted that this event is an opportunity to reach out to the graduates and encourage them to stay, get involved and flourish in Garden Grove.

City Manager Kim stated that now that the ICSC conference has concluded, the Office of Economic Development will follow up with brokers, developers, property owners and retailers to seek opportunities in the City.

City Attorney Sandoval announced that City Council would be convening for closed session related to real property negotiations for subject property located at 12966 Euclid, Garden Grove.

RECESS

At 7:44 p.m., Mayor Jones recessed the meeting and convened Closed Session to discuss:

Conference with Real Property Negotiators

Pursuant to Government Code Section 54956.8

Property: 12966 Euclid Street, Garden Grove

City Negotiator: Lisa Kim, City Manager

Negotiating Parties: Peter Wells and Anthony DeLorenzo, CBRE

Under Negotiation: To obtain direction regarding the price and terms of payment for acquisition of the property

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

CONVENE CLOSED SESSION

At 7:45 p.m., Mayor Jones convened closed session in the Founders Room with all Council Members present.

ADJOURN CLOSED SESSION

At 8:00 p.m., Mayor Jones adjourned closed session.

RECONVENE MEETING

At 8:01 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

City Attorney Sandoval stated that there was no reportable action on the closed session matter.

ADJOURNMENT

At 8:02 p.m., Mayor Jones adjourned the Regular meeting. The next Regular City Council Meeting will be held on Tuesday, June 13, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez
Deputy City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Special Study Session

Wednesday, May 31, 2023

Community Meeting Center- B Room
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 6:35 p.m., Mayor Jones convened the meeting in the B Room of the Community Meeting Center.

ROLL CALL PRESENT: (6) Council Members O'Neill, Tran, DoVinh,
Klopfenstein, Nguyen, Mayor Jones

ABSENT: (1) Mayor Pro Tem Brietigam

ORAL COMMUNICATIONS

Speakers: None

DISCUSSION OF THE FISCAL YEAR 2023/2024 AND 2024/2025 BIENNIAL BUDGET (F: 34.1-FY2023-24 FY2024-25)

City Manager Kim introduced the budget discussion noting that Fiscal Year 2023/2024 budget funds are \$169 million and 2024/2025 budget funds are \$174 million with the all funds for the biennial budget at \$343 Million. The budget maintains a structural balance ensuring the projected expenditures with the projected revenues. She noted that Finance Director Song and her team prepared graphical slides to enhance and clarify the understanding of the budget numbers, and she thanked City staff for the work preparing the materials. Also provided to the City Council is an overview of the Biennial Budget of revenue estimates and proposed spending and a Budget in Brief that depicts revenue sources and breakdown of department costs.

Finance Director Song and Budget Manager Castellenos reviewed a PowerPoint presentation that covered the following: The Biennial Budget for FY2023-24 and FY2024-25 is balanced for both years, which added 17 full-time positions to address the City Council priorities; increased funding for various city programs; implemented the capital asset renewal and replacement program; and completed organization restructure to improve efficiency and promote succession planning.

Continued focus to carefully align recurring costs with ongoing revenue sources to ensure sufficient reserves, and continued focus on pension obligations; and strategically fund the implementation of the City's comprehensive infrastructure policy.

The Budget development process includes: Council priorities discussed at the March 17, 2023, workshop where six priorities were established; the baseline that identifies available resources and establishes mandatory costs; and supplemental requests that are given a preliminary review by the Finance Department along with budget committee meetings with staff budget coordinators.

The Council priorities identified for 2023-2025 include: Tier 1 – Homelessness, Public Safety, Economic Development and support of local businesses, and infrastructure; Tier 2 – Code Enforcement and opportunities to celebrate cultural diversity.

Revenue sources from sales tax, Measure O, property tax, hotel visitor's tax, and other general fund revenue for 2023-24 is projected in the amount of \$167 million and \$171.6 million for 2024-25. Expenses consist of labor, OCFA, services and supplies, internal service and debt service and transfers are projected at \$161.5 million in 2023-24 and \$168,146 million in 2024-25.

Workers Compensation fund has a \$3 million deficit fund balance as of June 30, 2022, with \$2 million transferred as of July 1, 2022, with a recommended annual transfer of \$2 million for the next two years. IT and City facilities new internal service funds is proposed at \$600K per year, which have additional ongoing funding needs. Supplemental requests support council priorities identified in the council workshop.

The proposed general fund budget for FY 2023-24 operating expenditure is \$165,796 million with recurring revenue at \$167,238 million; FY 2024-25 operating expenditure is \$173,065 million with recurring revenue at \$171,623 million.

The proposed general fund budget for each department is broken down by: Police at 48 percent, Fire at 19 percent, Public Works at 13 percent, Administration at 7 percent, Community Development at 4 percent, Community Services at 4 percent, Economic Development at 4 percent, and additional non departmental costs at one percent.

The five year Capital Improvement Plan includes Street Improvements, traffic improvements, park improvements, facility improvements, water infrastructure, and sewer infrastructure for a total of \$216,602 million that includes prior year costs and FY 2023-24 through FY 2027-28. Proposed CIP Budget in FY2023-24 includes: 40 percent street, 23 percent water, 16 percent sewer, 13 percent facility, 6 percent parks, and two percent traffic. FY 2024-25 includes: 35 percent streets, 34 percent water, 25 percent sewer, four percent traffic, and two percent parks.

Community Services User Fees were established over a decade ago and fee increases based on actual costs for providing programs along with a survey of other comparable cities in Orange County revealed the need for increased fees. Proposed increases would affect facility reservations and show mobile rentals along with park reservations, the community meeting center facilities, and the sports and recreation center.

The proposed water utility budget would include the review and update of water rates to develop a sustainable financial plan; continuation of implementing the Water Master Plan, continue with major capital replacement, compliance with mandates, and joint efforts on the PFOA/PFOS treatment facilities. The working capital includes operating revenue and bond proceeds and is projected at \$27,573 million in Fiscal Year 2023-24, and \$16,433 million in Fiscal Year 2024-25.

The proposed Sanitary District budget is to continue planned sewer capital program, manhole inspection and replacement, public education for fats, oils, and grease control to be in compliance with the National Pollutant Discharge Elimination System regulations; implement mandatory organics and recycling programs in compliance with SB 1383; street sweeping and bus shelter clean up; and landfill monitoring. Proposed sewer funds for FY 2023-24 are \$39,232 million and for FY 2024-25 are \$31,630 million; the proposed refuse funds are \$15,961 for FY 2023-24 and \$16,413 million for FY 2024-25.

The proposed Housing Authority budget includes the beginning fund balance and housing allocation sources of \$53,218 million in FY 2023-24 and \$55,228 million in FY 2024-25. The ending fund balances for FY 2023-24 minus the Voucher Program, HAP Portability, and the Administrative costs is \$4,189 million for FY 2023-24 and \$3,995 in FY 2024-25. The proposed Successor Agency budget is \$9,163 million in FY 2023-24 and \$9,172 million in FY 2024-25.

The total proposed budget for all funds in FY 2024 is \$382 million, and \$373 million in FY 2025; the total full time authorized positions is 569 in FY 2024 and 572 in FY 2025; total capital improvement plan budget is \$68 million in FY 2024 and \$30 million in FY 2025; and the total general fund supplemental requests in FY 2024 is \$7.3 million and \$5.8 million in FY 2025.

Mayor and Council Member consensus was appreciation for the presentation provided by staff. Council Member Klopfenstein commented that an additional Animal Care Officer and Code Enforcement Officer was critical, confirmed with staff that the landscaping and bridge improvements at the Community Meeting Center grounds is funded, and that attention is needed at Pioneer Park. Council Member DoVinh commented on the need for continuity with staffing as well as continuous open dialogue with department directors. Council Member Tran confirmed with staff that Garden Grove Park is slated for improvements. Council Member Nguyen commented on the need for culturally diverse events and for collaborating with the school district on open space use. Mayor Jones noted that the pandemic challenged

everyone and that the proposed budget is a positive reflection of a recovery. He thanked staff for their work, and expressed enthusiasm for City Manager Kim's vision for moving forward.

ADJOURNMENT

At 8:00 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, June 13, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

Teresa Pomeroy
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Receive and file warrants. Date: 6/27/2023
(*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	6/22/2023	Warrants	04192023.pdf
Warrants	6/22/2023	Warrants	04262023.pdf
Warrants	6/22/2023	Warrants	05012023.pdf
Warrants	6/22/2023	Warrants	05032023.pdf
Warrants	6/22/2023	Warrants	05102023.pdf
Warrants	6/22/2023	Warrants	05172023.pdf



City of Garden Grove
Certificate of Warrants
Register Dates:
4/19/2023

This is to certify the demands covered by Wire numbers 00001565 through 00001569, EFT numbers 00035936 through 00035960, and check numbers 00686335 through 00686418 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

A handwritten signature in black ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Apr 13, 2023 and Apr 19, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on May 10, 2023 5:08:49 PM

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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001565	V02724	DEPARTMENT OF THE TREA	04/19/2023	\$319,854.37
00001566	V01375	EMPLOYMENT DEVELOPMENT	04/19/2023	\$98,454.60
00001567	V02725	EMPOWER RETIREMENT, LL	04/19/2023	\$118,913.58
00001568	V02152	EXPERT PAY CHILD SUPPO	04/19/2023	\$2,456.30
00001569	V02091	MARYLAND CHILD SUPPORT	04/19/2023	\$343.38
00035936	V00093	ABSOLUTE INTERNATIONAL SECURITY	04/19/2023	\$1,007.04
00035937	V00585	ADMINSURE	04/19/2023	\$16,939.00
00035938	V00430	CANNON CORPORATION	04/19/2023	\$4,877.00
00035939	V00224	CDW-GOVERNMENT, INC	04/19/2023	\$26,909.00
00035940	V02708	CHC: CREATING HEALTHIER COMMUNITIES	04/19/2023	\$45.00
00035941	OTV000879	GARDEN GROVE POLICE ASSOCIATION	04/19/2023	\$17,595.83
00035942	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	04/19/2023	\$3,590.00
00035943	V00218	GRAINGER	04/19/2023	\$3,927.04
00035944	V00223	ICC INTERNATIONAL CODE COUNCIL	04/19/2023	\$272.53
00035945	V00283	JIG CONSULTANTS	04/19/2023	\$1,850.00
00035946	V01286	JTB SUPPLY CO, INC	04/19/2023	\$8,288.75
00035947	V00722	KEYSER/MARSTON ASSOCIATES, INC	04/19/2023	\$12,622.50
00035948	V02945	MITSOGO INC.	04/19/2023	\$309.34
00035949	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	04/19/2023	\$3,305.97
00035950	V00500	QUADIENT LEASING USA INC	04/19/2023	\$377.53
00035951	V00401	REPUBLIC WASTE SERVICES OF SO CALIFORNIA, LLC	04/19/2023	\$75,457.11
00035952	V03029	SIGNATURE PARTY RENTALS	04/19/2023	\$824.44
00035953	V00384	STOMMEL, INC	04/19/2023	\$630.00
00035954	V00261	STRICTLY TECHNOLOGY, LLC	04/19/2023	\$567.82
00035955	V02539	THE SOLIS GROUP	04/19/2023	\$1,678.25
00035956	V01460	TRAUMA INTERVENTION PROGRAMS, INC	04/19/2023	\$5,078.12
00035957	V00591	U S ARMOR CORP	04/19/2023	\$2,031.28
00035958	V03167	VORTEX USA INC.	04/19/2023	\$28,509.97
00035959	V00288	EMMA S CLARK	04/19/2023	\$1,344.00
00035960	V02089	SHANNON WAINWRIGHT	04/19/2023	\$553.85
00686335	V01254	AAOC	04/19/2023	\$99.00
00686336	V00280	ACA COMPLIANCE SERVICES, INC	04/19/2023	\$1,158.31
00686337	V00627	AKM CONSULTING ENGINEERS	04/19/2023	\$5,552.50

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00686338	V00635	ALL CITY MANAGEMENT SERVICES, INC	04/19/2023	\$6,711.00
00686339	V01113	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	04/19/2023	\$1,673.07
00686340	V00599	ARROW TOOLS FASTENERS & SAW, INC	04/19/2023	\$73.10
00686341	V00864	ASSOCIATED SOILS ENGINEERING, INC	04/19/2023	\$6,398.43
00686342	V00226	BADOUD, TOM	04/19/2023	\$480.00
00686343	V00150	BILL'S SOUND & SECURITY	04/19/2023	\$1,288.00
00686344	V00455	CA DEPARTMENT OF TAX AND FEE ADMINISTRATION	04/19/2023	\$1,023.00
00686345	V00561	CALIFORNIA BUILDING OFFICIALS	04/19/2023	\$70.00
00686346	OTV002727	MARIELLA CAMPOS	04/19/2023	\$510.00
00686347	V00554	CARL WARREN & CO	04/19/2023	\$1,800.00
00686348	V00352	ARMANDO CARRERA	04/19/2023	\$225.00
00686349	OTV001649	CENTURY PAVING INC	04/19/2023	\$2,058.60
00686350	V00749	CITY OF ORANGE	04/19/2023	\$404.71
00686351	V00664	CIVILTEC ENGINEERING, INC	04/19/2023	\$5,787.50
00686352	V02417	CONTINUITY FOCUS INC	04/19/2023	\$1,101.00
00686353	V00011	CORE AND MAIN, LP	04/19/2023	\$3,312.19
00686354	V00620	COUNTY OF ORANGE	04/19/2023	\$214,574.20
00686355	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	04/19/2023	\$36,081.50
00686356	V02819	D.S. CUSTOM LINENS, INC.	04/19/2023	\$431.79
00686357	V00481	DATA TICKET, INC	04/19/2023	\$510.15
00686358	V02871	DBS ADMINISTRATORS, INC.	04/19/2023	\$7,038.61
00686359	V02083	DEPARTMENT OF CONSERVATION	04/19/2023	\$3,893.73
00686360	V03120	DEWEY PEST CONTROL	04/19/2023	\$195.00
00686361	V00184	DIAMOND ENVIRONMENTAL SERVICES	04/19/2023	\$271.28
00686362	V01535	DLT SOLUTIONS, LLC	04/19/2023	\$25,269.68
00686363	V01292	EBERHARD EQUIPMENT	04/19/2023	\$983.25
00686364	V00336	EXCLUSIVE AUTO DETAIL	04/19/2023	\$480.00
00686365	V00233	FACTORY MOTOR PARTS CO BIN 139107	04/19/2023	\$1,155.02
00686366	V00412	FEDERAL EXPRESS CORP	04/19/2023	\$206.31
00686367	V00829	FERGUSON ENTERPRISES, INC 1350	04/19/2023	\$3,586.84
00686368	V00276	FG SOLUTIONS, LLC	04/19/2023	\$4,469.33
00686369	V00502	FIREMASTER	04/19/2023	\$1,057.25
00686370	V01379	FIVESTAR RUBBER STAMP ETC, INC	04/19/2023	\$98.22
00686371	V01207	FLEET SERVICES, INC	04/19/2023	\$3,081.22

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00686372	V02257	FRANCHISE TAX BOARD	04/19/2023	\$1,163.89
00686373	V00054	GALLS LLC	04/19/2023	\$3,084.53
00686374	V00696	GARDEN GROVE UNIFIED SCHOOL DIST	04/19/2023	\$250.00
00686375	V02335	HARDIN ENTERPRISES, INC.	04/19/2023	\$139,478.00
00686376	V00710	HILLCO FASTENER WAREHOUSE	04/19/2023	\$37.46
00686377	OTV002724	HUNG HOANG	04/19/2023	\$1,250.70
00686378	OTV002729	HOUSING AUTHORITY OF THE CITY OF LONG BEACH	04/19/2023	\$4,905.72
00686379	OTV001878	JOSH HULSTEIN	04/19/2023	\$350.00
00686380	OTV002725	DANIEL HUYNH	04/19/2023	\$1,000.00
00686381	OTV002722	INTERIOR PLUS INC	04/19/2023	\$1,000.00
00686382	OTV002723	J&M MANAGEMENT LLC	04/19/2023	\$1,000.00
00686383	V00038	JEANNE K DUNHAM LCSW	04/19/2023	\$3,360.00
00686384	V00683	JOHN B EWLES, INC	04/19/2023	\$2,960.00
00686385	V00721	KELLY PAPER	04/19/2023	\$141.92
00686386	V00725	KNORR SYSTEMS, INC	04/19/2023	\$477.49
00686387	V00725	KNORR SYSTEMS, INC	04/19/2023	\$593.02
00686388	OTV002726	ROCHELLE KOSTIUK	04/19/2023	\$500.00
00686389	V00769	LEGAL SHIELD	04/19/2023	\$650.75
00686390	V00151	MERCY HOUSE LIVING CENTERS	04/19/2023	\$104,874.91
00686391	V01177	METROLINK TRAINS	04/19/2023	\$777.00
00686392	OTV002728	M A CAMPOS MIRANDA	04/19/2023	\$1,000.00
00686393	V00557	NATIONAL CONSTRUCTION RENTALS	04/19/2023	\$582.40
00686394	V00371	OFFICE DEPOT, INC	04/19/2023	\$2,853.13
00686395	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	04/19/2023	\$50.00
00686396	V01530	ORANGE COUNTY SANITATION DIST, INC	04/19/2023	\$53,834.42
00686397	V00563	ORANGE COUNTY STRIPING SERV	04/19/2023	\$51,972.48
00686398	V00756	PARKHOUSE TIRE, INC	04/19/2023	\$1,818.47
00686399	V00760	PETTY CASH-COMMUNITY SERV	04/19/2023	\$773.87
00686400	V00010	PLUMBERS DEPOT, INC	04/19/2023	\$571.06
00686401	V00770	PROACTIVE CONSULTING GROUP, LLC	04/19/2023	\$4,900.00
00686402	V02618	R3 CONSULTING GROUP	04/19/2023	\$2,755.00
00686403	V00693	REPUBLIC SERVICES 676	04/19/2023	\$77.49
00686404	V01148	REVEL ENVIRONMENTAL MANUFACTURING, INC	04/19/2023	\$2,936.25
00686405	V01497	SC SIGNS & SUPPLIES LLC	04/19/2023	\$1,034.40

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Between Apr 13, 2023 and Apr 19, 2023
Bank(s): AP - Checking Account, WT - Checking Account

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Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00686406	V00785	SHRED CONFIDENTIAL, INC	04/19/2023	\$233.63	
00686407	V00792	SO CALIF GAS CO	04/19/2023	\$14.50	
00686408	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	04/19/2023	\$1,073.13	
00686409	V00160	SOUTHERN COUNTIES OIL COMPANY	04/19/2023	\$63,843.41	
00686410	V00656	STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS	04/19/2023	\$225.00	
00686411	V00798	STEVEN ENTERPRISES, INC	04/19/2023	\$4,626.89	
00686412	V00570	STRADLING, YOCCA,CARLSON & RAUTH	04/19/2023	\$19,778.25	
00686413	V00799	SUN BADGE COMPANY	04/19/2023	\$140.14	
00686414	V00475	T-MOBILE USA, INC	04/19/2023	\$25.00	
00686415	V00809	TURBO DATA SYSTEMS, INC	04/19/2023	\$12,833.23	
00686416	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	04/19/2023	\$12,798.69	
00686417	V00823	WATERLINE TECHNOLOGIES, INC	04/19/2023	\$1,251.84	
00686418	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	04/19/2023	\$3,937.70	
			EFT:	25	\$218,591.37
			Check:	89	\$1,396,926.79
			Total:	114	\$1,615,518.16



City of Garden Grove
Certificate of Warrants
Register Dates:
04/26/2023

This is to certify the demands covered by Wire numbers 00001570 through 00001603, EFT numbers 00035961 through 00035978 and check numbers 00686419 through 00686493 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Warrants 686429 and 686451 have been voided.

A handwritten signature in black ink, which appears to read 'Patricia Song'. The signature is written in a cursive, flowing style.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Apr 20, 2023 and Apr 26, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on May 26, 2023 4:08:33 PM

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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001570	V02724	DEPARTMENT OF THE TREA	04/26/2023	\$322,434.65
00001571	V01375	EMPLOYMENT DEVELOPMENT	04/26/2023	\$99,087.23
00001572	V02725	EMPOWER RETIREMENT, LL	04/26/2023	\$121,701.36
00001573	V02152	EXPERT PAY CHILD SUPPO	04/26/2023	\$2,456.30
00001574	V02091	MARYLAND CHILD SUPPORT	04/26/2023	\$343.38
00001575	V00789	SO CALIF EDISON CO	04/26/2023	\$505,573.04
00001576	V02724	DEPARTMENT OF THE TREA	04/26/2023	\$20.24
00001577	V01596	PUBLIC EMPLOYEES' RETI	04/26/2023	\$690,518.10
00001578	V00691	CITY OF GARDEN GROVE-W	04/26/2023	\$497,395.73
00001579	V00732	THE LINCOLN NATIONAL L	04/26/2023	\$7,448.82
00001580	V01579	ORANGE COUNTY FIRE AUT	04/26/2023	\$2,089,073.58
00001581	V01596	PUBLIC EMPLOYEES' RETI	04/26/2023	\$548,469.98
00001582	V01596	PUBLIC EMPLOYEES' RETI	04/26/2023	\$13,752.00
00001583	V00732	THE LINCOLN NATIONAL L	04/26/2023	\$8,806.00
00001584	V01545	CITY OF GARDEN GROVE-L	04/26/2023	\$75,441.10
00001585	V02088	VISION SERVICE PLAN -	04/26/2023	\$7,826.70
00001586	V01596	PUBLIC EMPLOYEES' RETI	04/26/2023	\$515,930.36
00001587	V01539	DELTA DENTAL OF CALIFO	04/26/2023	\$2,637.60
00001588	V01539	DELTA DENTAL OF CALIFO	04/26/2023	\$25,401.85
00001589	V02087	DELTA CARE USA	04/26/2023	\$5,493.61
00001590	V00789	SO CALIF EDISON CO	04/26/2023	\$143,754.30
00001591	V00792	SO CALIF GAS CO	04/26/2023	\$536.94
00001592	V00792	SO CALIF GAS CO	04/26/2023	\$24,187.31
00001593	V00819	VERIZON WIRELESS-LA	04/26/2023	\$17,306.99
00001594	V00813	UNION BANK	04/26/2023	\$416.02
00001595	V00732	THE LINCOLN NATIONAL L	04/26/2023	\$8,853.42
00001596	V02088	VISION SERVICE PLAN -	04/26/2023	\$7,695.70
00001597	V01545	CITY OF GARDEN GROVE-L	04/26/2023	\$62,007.40
00001598	V01596	PUBLIC EMPLOYEES' RETI	04/26/2023	\$516,875.54
00001599	V00789	SO CALIF EDISON CO	04/26/2023	\$18.58
00001600	V00789	SO CALIF EDISON CO	04/26/2023	\$61.45
00001601	V00789	SO CALIF EDISON CO	04/26/2023	\$209.98
00001602	PC000575	US BANK PCARD AUTO PAYMENT	04/21/2023	\$65,155.99

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001603	V01596	PUBLIC EMPLOYEES' RETI	04/26/2023	\$515,506.67
00035961	V00489	BAY ALARM COMPANY	04/26/2023	\$760.65
00035962	V01036	CITIBANK %CITIGROUP	04/26/2023	\$4,822.81
00035963	V00679	ENTERPRISE FLEET MGMT, INC	04/26/2023	\$4,215.74
00035964	V00218	GRAINGER	04/26/2023	\$5,540.62
00035965	V02883	INC. MOTION & FLOW CONTROL PRODUCTS	04/26/2023	\$159.34
00035966	V03089	NOBEL SYSTEMS, INC.	04/26/2023	\$14,000.00
00035967	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	04/26/2023	\$4,306.37
00035968	V02903	PRESENTATION FOLDER, INC	04/26/2023	\$80.00
00035969	V03137	SAMSARA INC.	04/26/2023	\$1,760.43
00035970	V02967	SIERRA ANALYTICAL LABS, INC	04/26/2023	\$4,148.00
00035971	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	04/26/2023	\$489.00
00035972	V02913	TOWNER FILTRATION	04/26/2023	\$6,286.07
00035973	V03040	TRACY MILLER CONSULTING, INC.	04/26/2023	\$4,400.00
00035974	V00817	VALLEY POWER SYSTEMS, INC	04/26/2023	\$364.98
00035975	V00104	WALLACE & ASSOCIATES	04/26/2023	\$6,336.00
00035976	V00828	WEST COAST SAND & GRAVEL	04/26/2023	\$2,178.39
00035977	V01474	WEX BANK	04/26/2023	\$2,086.95
00035978	V03114	FIELDTEK ELECTRIC LLC	04/26/2023	\$5,440.92
00686419	OTV002730	JAY MORGAN ADAME	04/26/2023	\$105.00
00686420	OTV002557	ADU PLANNING AND DESIGN	04/26/2023	\$1,000.00
00686421	V00639	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV	04/26/2023	\$2,025.00
00686422	V00847	APWA	04/26/2023	\$2,096.00
00686423	V00145	AUTONATION FORD TUSTIN	04/26/2023	\$4,508.94
00686424	V01188	BANNER BANK	04/26/2023	\$17,304.67
00686425	OTV002737	LESLIR BARRIGA	04/26/2023	\$43.00
00686426	V00285	MARK BEDOR	04/26/2023	\$300.00
00686427	V01494	C G LANDSCAPE, INC	04/26/2023	\$1,573.00
00686428	V01293	CALIFORNIA BUILDING STANDARDS COMMISSION	04/26/2023	\$1,120.50
00686430	V00660	CAMERON WELDING SUPPLY	04/26/2023	\$339.57
00686431	V00667	CONTINENTAL CONCRETE CUTTING	04/26/2023	\$2,388.00
00686432	V00668	CONTROL AUTOMATION DESIGN	04/26/2023	\$720.00
00686433	V02819	D.S. CUSTOM LINENS, INC.	04/26/2023	\$142.44
00686434	OTV002744	MAI DANG	04/26/2023	\$1,000.00

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00686435	OTV002742	CHELSEA DO	04/26/2023	\$1,000.00
00686436	OTV002739	DANNY DO	04/26/2023	\$1,000.00
00686437	V01379	FIVESTAR RUBBER STAMP ETC, INC	04/26/2023	\$244.89
00686438	V00054	GALLS LLC	04/26/2023	\$354.51
00686439	V01746	GMU GEOTECHNICAL, INC	04/26/2023	\$4,641.00
00686440	V00700	GOLDEN BELL PRODUCTS, INC	04/26/2023	\$4,176.00
00686441	V00707	HACH COMPANY, INC	04/26/2023	\$457.94
00686442	OTV001878	JOSH HULSTEIN	04/26/2023	\$350.00
00686443	OTV002734	SANTIAGO LARREA	04/26/2023	\$1,000.00
00686444	OTV002738	ANDREW LIDGARD	04/26/2023	\$800.00
00686445	OTV002731	JESSE LUCATERO	04/26/2023	\$2,500.00
00686446	V01411	MAGNUM OIL SPREADING, INC	04/26/2023	\$918.07
00686447	V01570	MEEDER PUBLIC FUNDS, INC	04/26/2023	\$6,000.00
00686448	V00557	NATIONAL CONSTRUCTION RENTALS	04/26/2023	\$1,851.53
00686449	OTV002733	QUAN NGUYEN	04/26/2023	\$1,000.00
00686450	V00551	OC HOUSING AUTHORITY	04/26/2023	\$6,000.00
00686452	V00209	WHJ OCN,IND	04/26/2023	\$500.00
00686453	OTV002735	TADASHI OKAMOTO	04/26/2023	\$1,000.00
00686454	V00530	ORANGE COUNTY APPLIANCE PARTS	04/26/2023	\$53.50
00686455	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	04/26/2023	\$50.00
00686456	V00560	ORANGE COUNTY FIRE PROTECTION	04/26/2023	\$588.95
00686457	V01649	ORANGE COUNTY TRANSIT AUTHORITY	04/26/2023	\$3,597.36
00686458	V00595	PACIFIC COAST CABLING, INC	04/26/2023	\$245.63
00686459	V00164	PACIFIC MEDICAL CLINIC	04/26/2023	\$7,360.00
00686460	OTV002740	LOUIS PAPAI	04/26/2023	\$1,000.00
00686461	V00756	PARKHOUSE TIRE, INC	04/26/2023	\$707.00
00686462	V00010	PLUMBERS DEPOT, INC	04/26/2023	\$519.57
00686463	V00100	PRO LOGO	04/26/2023	\$129.41
00686464	V00171	PVP COMMUNICATIONS	04/26/2023	\$2,032.17
00686465	V00744	R J NOBLE COMPANY	04/26/2023	\$328,788.69
00686466	OTV002732	FREDERICO RAMIREZ	04/26/2023	\$1,000.00
00686467	V00163	RETAIL MARKETING SERVICES INC	04/26/2023	\$2,083.00
00686468	V02412	RIVERSIDE COMMUNITY COLLEGE DISTRICT	04/26/2023	\$345.00
00686469	V02990	GLENN ROSS	04/26/2023	\$287.50

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00686470	V00155	RPW SERVICES, INC	04/26/2023	\$1,000.00
00686471	V00779	S C YAMAMOTO, INC	04/26/2023	\$77.00
00686472	V01612	SENFTEEN INC	04/26/2023	\$350.00
00686473	V00785	SHRED CONFIDENTIAL, INC	04/26/2023	\$26.25
00686474	V00787	SMITH PIPE & SUPPLY COMPANY, INC	04/26/2023	\$1,479.90
00686475	V00358	SO CAL INDUSTRIES	04/26/2023	\$1,577.24
00686476	V00795	SPARKLETTES	04/26/2023	\$210.74
00686477	V01119	STANDARD INSURANCE CO RAS EXECUTIVE BENEFITS	04/26/2023	\$884.27
00686478	V00798	STEVEN ENTERPRISES, INC	04/26/2023	\$1,197.96
00686479	V00570	STRADLING, YOCCA,CARLSON & RAUTH	04/26/2023	\$14,101.50
00686480	V00799	SUN BADGE COMPANY	04/26/2023	\$625.14
00686481	V00475	T-MOBILE USA, INC	04/26/2023	\$25.00
00686482	OTV002741	NANCY TANG	04/26/2023	\$1,000.00
00686483	V00528	THE ORANGE COUNTY HUMANE SOCIETY	04/26/2023	\$25,833.33
00686484	V00080	TIN LOCKSMITH, INC	04/26/2023	\$90.00
00686485	V00185	TRANSPORTATION STUDIES, INC	04/26/2023	\$135.00
00686486	V00812	UNIFIRST CORP	04/26/2023	\$1,071.79
00686487	V00501	US BEHAVIORAL HEALTH PLAN, CA	04/26/2023	\$2,929.80
00686488	OTV002743	JOHN VO	04/26/2023	\$3,000.00
00686489	OTV002745	TONY VU	04/26/2023	\$1,000.00
00686490	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	04/26/2023	\$79,177.08
00686491	V00823	WATERLINE TECHNOLOGIES, INC	04/26/2023	\$2,931.20
00686492	V01044	WESTERN WATER WORKS	04/26/2023	\$3,987.21
00686493	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	04/26/2023	\$15,255.49
			EFT:	18 \$67,376.27
			Check:	107 \$7,477,611.66
			Total:	125 \$7,544,987.93



City of Garden Grove
Certificate of Warrants
Register Dates:
05/01/2023

This is to certify the demands covered by EFT numbers 00035979 through 00037017 and check numbers 00686494 through 00686704 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

A handwritten signature in black ink, which appears to read 'Patricia Song'. The signature is fluid and cursive, with a horizontal line extending from the end of the signature.

Finance Director
Patricia Song

**CITY OF GARDEN GROVE
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00035979	H00252	12111 BAILEY STREET LLC	05/01/2023	\$1,271.00
00035980	H0951	12392 TO 12432 GROVEVIEW	05/01/2023	\$765.00
00035981	H00286	12909 CORDARY LLC	05/01/2023	\$6,892.00
00035982	H3409	12911 GALWAY ST, LLC	05/01/2023	\$3,372.00
00035983	H3297	13251 NEWLAND, LLC	05/01/2023	\$13,881.00
00035984	H00364	1512 W MISSION BLVD LLC	05/01/2023	\$1,695.00
00035985	H4567	15915 LA FORGE ST WHITTIER, LLC	05/01/2023	\$692.00
00035986	H3906	19822 BROOKHURST, LLC	05/01/2023	\$2,835.00
00035987	H00260	2175 S MULLUL DRIVE LLC	05/01/2023	\$3,172.00
00035988	H2617	2300 W EL SEGUNDO, LP DBA LOTUS GARDENS	05/01/2023	\$8,194.00
00035989	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	05/01/2023	\$3,595.00
00035990	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	05/01/2023	\$8,866.00
00035991	H2483	7632 21ST ST, LP	05/01/2023	\$7,908.00
00035992	H4654	8572 STANFORD, LLC	05/01/2023	\$2,450.00
00035993	H1044	ABCO CROWN VILLA,LTD	05/01/2023	\$2,178.00
00035994	H9002	ACACIAN APTS	05/01/2023	\$44,684.00
00035995	H00121	ADRIAN REALTY LLC	05/01/2023	\$3,020.00
00035996	H4389	ADRIATIC APTS	05/01/2023	\$1,031.00
00035997	H3401	AEGEAN APARTMENTS	05/01/2023	\$7,977.00
00035998	H4741	PARVIZ ALAI	05/01/2023	\$4,292.00
00035999	H00033	ALEXANY NGUYEN PROPERTIES, LLC	05/01/2023	\$1,508.00
00036000	H3512	ALFRED P VU & JULIE NG HO, LLC	05/01/2023	\$1,856.00
00036001	H1684	REHANA ALIBULLA	05/01/2023	\$2,167.00
00036002	H4121	ALLARD APARTMENT, LLC	05/01/2023	\$8,225.00
00036003	H3645	LYNN KATHLEEN ALLEN	05/01/2023	\$119.00
00036004	H2454	ALTEZA,INC	05/01/2023	\$1,299.00
00036005	H4668	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	05/01/2023	\$1,301.00
00036006	H2489	AMERICAN FAMILY HOUSING	05/01/2023	\$9,846.00
00036007	H00093	SALMAN M AMIR	05/01/2023	\$2,507.00
00036008	H2938	ANAHEIM SUNSET PLAZA APTS	05/01/2023	\$7,806.00
00036009	H00336	ANIME INVESTMENTS LLC	05/01/2023	\$1,615.00
00036010	H4371	CHUNG NAN AOU	05/01/2023	\$1,140.00

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00036011	H00181	AP TRUST DATED 01/20/21	05/01/2023	\$1,965.00
00036012	H4254	ARBOR VILLAS, LLC	05/01/2023	\$3,116.00
00036013	H00328	ARC EQUITIES LLC	05/01/2023	\$1,700.00
00036014	H00048	JESSIE WONG ARIAS	05/01/2023	\$1,945.00
00036015	H4027	TIMOTEO ARJON	05/01/2023	\$1,478.00
00036016	H3930	EIDA A ATTIA	05/01/2023	\$2,262.00
00036017	H4272	PAUL AUDUONG	05/01/2023	\$1,900.00
00036018	H4532	AUGUSTA GROUP INVESTMENTS INC	05/01/2023	\$1,274.00
00036019	H00435	AVALONBAY COMMUNITES CUSTOMER CARE CENTER	05/01/2023	\$2,105.00
00036020	H00180	AVANATH FESTIVAL LP	05/01/2023	\$2,150.00
00036021	H00084	AVANATH GROVE LP	05/01/2023	\$46,185.00
00036022	H2062	AYNEM INVESTMENTS, LP	05/01/2023	\$14,742.00
00036023	H00393	B&Y INDUSTRIES LLC	05/01/2023	\$1,130.00
00036024	H00210	B2B INVESTMENTS LLC	05/01/2023	\$1,763.00
00036025	H4505	BACH & JASON NGUYEN INVESTMENT LLC	05/01/2023	\$1,538.00
00036026	H4295	BAKER RANCH AFFORDABLE, LP	05/01/2023	\$2,954.00
00036027	H4403	HA BANH	05/01/2023	\$3,498.00
00036028	H00406	MINDY K BANH	05/01/2023	\$1,054.00
00036029	H2370	BARRY SAYWITZ PROP TWO, LP	05/01/2023	\$6,098.00
00036030	H4777	BDA INVESTMENTS, LLC	05/01/2023	\$1,328.00
00036031	H00092	BEACH BOULEVARD COTTAGES LLC	05/01/2023	\$994.00
00036032	H4797	BEACH CREEK PARTNERS II, LP	05/01/2023	\$1,576.00
00036033	H4735	BEACHWOOD VILLAGE APARTMENTS	05/01/2023	\$1,324.00
00036034	H4368	BEHRENS PROPERTIES, LLC	05/01/2023	\$993.00
00036035	H3168	BELAGE PRESERVATION, LP	05/01/2023	\$1,217.00
00036036	H00115	BELLECOUR APARTMENTS	05/01/2023	\$1,399.00
00036037	H4463	BERTINA PANG LOH CHANG	05/01/2023	\$166.00
00036038	H3365	JAIME OR MAGALI BERTRAN	05/01/2023	\$1,470.00
00036039	H00064	BEXAEW THE HAVENS LP	05/01/2023	\$3,277.00
00036040	H3115	ANIL BHALANI	05/01/2023	\$1,376.00
00036041	H0645	N C BHATT	05/01/2023	\$5,090.00
00036042	H00310	BHN MANAGEMENT INC	05/01/2023	\$3,999.00
00036043	H00347	WILLIAM RICHARDO BONNER	05/01/2023	\$1,640.00
00036044	H00167	DAVID BORTHWICK	05/01/2023	\$1,658.00

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00036045	H4331	BOWEN PROPERTY, LLC	05/01/2023	\$1,574.00
00036046	H0231	MAI BOZARJIAN	05/01/2023	\$20,633.00
00036047	H4085	MAI BOZARJIAN	05/01/2023	\$5,805.00
00036048	H4399	BRIAR CREST / ROSE CREST	05/01/2023	\$3,340.00
00036049	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	05/01/2023	\$2,251.00
00036050	H0968	SHARON OR NORMAN BROWN	05/01/2023	\$2,694.00
00036051	H4088	BACH BUI	05/01/2023	\$1,243.00
00036052	H4656	DANIEL D BUI	05/01/2023	\$1,970.00
00036053	H3590	DUNG BUI	05/01/2023	\$933.00
00036054	H4664	LONG BUI	05/01/2023	\$1,178.00
00036055	H0276	MINH Q BUI	05/01/2023	\$2,256.00
00036056	H3322	MONICA BUI	05/01/2023	\$1,571.00
00036057	H1510	NGA HUYNH BUI	05/01/2023	\$1,294.00
00036058	H4779	TAM BUI	05/01/2023	\$1,281.00
00036059	H4108	THUAN BUI	05/01/2023	\$4,707.00
00036060	H4075	TRiet THO-MINH BUI	05/01/2023	\$2,236.00
00036061	H3524	DAVID M BURLEY	05/01/2023	\$1,730.00
00036062	H2916	THU T CAI-NGUYEN	05/01/2023	\$694.00
00036063	H3272	CAMBRIDGE HEIGHTS, LP	05/01/2023	\$1,547.00
00036064	H00391	LARRY THANH CAN	05/01/2023	\$1,988.00
00036065	H2159	HUONG B CAO	05/01/2023	\$872.00
00036066	H4457	MYTRANG CAO	05/01/2023	\$1,621.00
00036067	H2856	PHUOC GIA CAO	05/01/2023	\$4,293.00
00036068	H00139	CASA CIENTO ASSOCIATES LP C/O ARNEL MANAGEMENT CO	05/01/2023	\$1,705.00
00036069	H4524	CASA MADRID	05/01/2023	\$1,289.00
00036070	H00380	CASA PALOMA	05/01/2023	\$5,506.00
00036071	H4073	CASCADE TERRACE APARTMENTS	05/01/2023	\$5,862.00
00036072	H4689	DAVID G CASCINO	05/01/2023	\$2,276.00
00036073	H3904	KOU LEAN CHAN	05/01/2023	\$1,064.00
00036074	H4135	CHIEN CHAN,MIN OR TRAN	05/01/2023	\$5,183.00
00036075	H1229	EVELYN CHANG	05/01/2023	\$3,178.00
00036076	H9008	SHERRI CHANG	05/01/2023	\$1,688.00
00036077	H1368	CHARLESTON GARDENS, LLC	05/01/2023	\$1,298.00

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00036078	H1239	CHATHAM VILLAGE APTS	05/01/2023	\$7,566.00
00036079	H3494	ALICE CHAU	05/01/2023	\$1,539.00
00036080	H3757	DENNIS KYINSAN CHEN	05/01/2023	\$5,363.00
00036081	H1362	SHIAO-YUNG CHEN	05/01/2023	\$7,796.00
00036082	H9010	T C CHEN	05/01/2023	\$22,322.00
00036083	H3490	CHERRY WEST PROPERTIES	05/01/2023	\$1,908.00
00036084	H1788	STEPHEN CHEUNG	05/01/2023	\$1,805.00
00036085	H3094	PAUL M CHEY	05/01/2023	\$2,767.00
00036086	H4707	NARITH CHHUM	05/01/2023	\$2,037.00
00036087	H0317	LI-YONG CHIANG	05/01/2023	\$1,326.00
00036088	H0159	DON J G CHONG	05/01/2023	\$5,745.00
00036089	H00396	VICKY CHU	05/01/2023	\$3,100.00
00036090	H1946	JOHN CHUN	05/01/2023	\$1,291.00
00036091	H9011	KYU B CHUNG	05/01/2023	\$5,877.00
00036092	H00438	CINDY ANDY LUU PROPERTY MANAGEMENT	05/01/2023	\$2,337.00
00036093	H4444	CITRUS GROVE, LP	05/01/2023	\$1,068.00
00036094	H00277	CITY OF COMPTON LOCAL HOUSING AUTHORITY	05/01/2023	\$1,435.12
00036095	H00129	CLEARWATER INVESTMENTS	05/01/2023	\$7,160.00
00036096	H3246	KATHLEEN P CLIFTON	05/01/2023	\$1,440.00
00036097	H4785	CM 2080 NEW, LLC	05/01/2023	\$1,316.00
00036098	H0776	PONCH CO	05/01/2023	\$1,266.00
00036099	H3137	KATHY D COLACION	05/01/2023	\$1,677.00
00036100	H4337	COMMUNITY GARDENS PARTNERS, LP	05/01/2023	\$6,536.00
00036101	H3359	NORMA S CONCEPCION	05/01/2023	\$1,393.00
00036102	H2193	CONCORD MGMT, LLC	05/01/2023	\$909.00
00036103	H00374	KIMCHI CONGTON	05/01/2023	\$1,541.00
00036104	H3752	CONNOR PINES, LLC	05/01/2023	\$14,762.00
00036105	H0642	CONTINENTAL GARDENS APTS	05/01/2023	\$14,237.00
00036106	H1134	CONTINENTAL GARDENS APTS	05/01/2023	\$1,897.00
00036107	H00080	COUNTRY SQUIRE TUSTIN LLC	05/01/2023	\$1,246.00
00036108	H0039	COURTYARD VILLAS	05/01/2023	\$7,556.00
00036109	H00294	LUIS CRESCITELLI	05/01/2023	\$763.00
00036110	H4556	CST CAPITAL, LLC	05/01/2023	\$1,548.00
00036111	H4686	CTC INVESTMENT GROUP, INC	05/01/2023	\$1,883.00

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00036112	H0017	KHANH CUNG	05/01/2023	\$2,706.00
00036113	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	05/01/2023	\$1,801.00
00036114	H2985	NGHIA HO OR PHAN VE TU DAC	05/01/2023	\$6,094.00
00036115	H4646	HUONG NGOC DAI	05/01/2023	\$1,223.00
00036116	H00082	DAISY APARTMENT HOMES LLC	05/01/2023	\$1,783.00
00036117	H2100	BINH DINH DAM	05/01/2023	\$1,497.00
00036118	H3947	ANNIE DANG	05/01/2023	\$1,771.00
00036119	H00327	DIEM LAY DANG	05/01/2023	\$530.00
00036120	H00382	HOANG ANH VU DANG	05/01/2023	\$1,591.00
00036121	H00300	LONG BILLY DANG	05/01/2023	\$2,744.00
00036122	H4561	MIKE M DANG	05/01/2023	\$2,349.00
00036123	H3065	DAVID DANG	05/01/2023	\$1,502.00
00036124	H0168	STACY HOA TUOI DANG	05/01/2023	\$1,540.00
00036125	H4598	THANH-THUY THI DANG	05/01/2023	\$1,151.00
00036126	H1895	JOSEPH N DAO	05/01/2023	\$1,506.00
00036127	H00157	MAI DAO	05/01/2023	\$1,970.00
00036128	H00050	MICHELLE DAO	05/01/2023	\$1,900.00
00036129	H1245	NELSON NGUYEN DAO	05/01/2023	\$4,328.00
00036130	H1750	TRU DAO	05/01/2023	\$5,394.00
00036131	H2184	TU VAN DAO	05/01/2023	\$952.00
00036132	H9413	TU VAN DAO	05/01/2023	\$2,495.00
00036133	H3021	NGOC-THUY DAO	05/01/2023	\$1,654.00
00036134	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	05/01/2023	\$2,706.00
00036135	H4239	RICHARD DAVIS	05/01/2023	\$2,125.00
00036136	H4607	DE ANZA PLAZA APTS II	05/01/2023	\$1,936.00
00036137	H4071	DEERING II FAMILY, LP	05/01/2023	\$1,207.00
00036138	H3626	CLARA J DEWYER	05/01/2023	\$893.00
00036139	H4583	HOI TUAN DIEP	05/01/2023	\$1,565.00
00036140	H00067	BIEN T DINH	05/01/2023	\$2,422.00
00036141	H2147	HANH DINH	05/01/2023	\$1,983.00
00036142	H4223	KATHLEEN DINH	05/01/2023	\$1,750.00
00036143	H1479	KIM DINH	05/01/2023	\$3,795.00
00036144	H4373	LAN THAI DINH	05/01/2023	\$3,713.00
00036145	H3629	LONG T DINH	05/01/2023	\$3,564.00

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00036146	H4372	NHU Y DINH	05/01/2023	\$1,540.00
00036147	H4594	TUAN DINH	05/01/2023	\$2,591.00
00036148	H4619	Y NHA DINH	05/01/2023	\$3,501.00
00036149	H3284	DNK PROPERTY, LLC	05/01/2023	\$16,235.00
00036150	H4498	BRANDON BINH DO	05/01/2023	\$2,967.00
00036151	H4717	BYRON DO	05/01/2023	\$2,514.00
00036152	H4718	DAITRANG DO	05/01/2023	\$2,581.00
00036153	H4418	DOMINIC HAU DO	05/01/2023	\$1,268.00
00036154	H00131	KEVIN HUNG DO	05/01/2023	\$1,882.00
00036155	H00426	KIM DO	05/01/2023	\$1,286.00
00036156	H00449	KIM TOAN T DO	05/01/2023	\$1,491.00
00036157	H1867	MINH C DO	05/01/2023	\$4,537.00
00036158	H4450	MY-PHUONG DO	05/01/2023	\$1,604.00
00036159	H1674	NANCY DO	05/01/2023	\$1,353.00
00036160	H4802	NGA N DO	05/01/2023	\$2,521.00
00036161	H00186	NOAN THI DO	05/01/2023	\$1,829.00
00036162	H00354	RUTHERFORD DO	05/01/2023	\$3,015.00
00036163	H3593	THUY THI DO	05/01/2023	\$340.00
00036164	H3181	TIM DO	05/01/2023	\$1,187.00
00036165	H3671	TINA DO	05/01/2023	\$1,506.00
00036166	H9016	TINA DO	05/01/2023	\$4,091.00
00036167	H3732	XUYEN THI DO	05/01/2023	\$1,222.00
00036168	H00137	CRYSTAL DOAN	05/01/2023	\$1,346.00
00036169	H00326	HANH DAO DOAN	05/01/2023	\$1,663.00
00036170	H0580	HARRY DOAN	05/01/2023	\$18.00
00036171	H4639	HIEP THI DOAN	05/01/2023	\$2,855.00
00036172	H4808	HUEY G DOAN	05/01/2023	\$3,770.00
00036173	H3999	HUY DOAN	05/01/2023	\$1,322.00
00036174	H4289	HUY DOAN	05/01/2023	\$1,234.00
00036175	H00417	KHA DUY DOAN	05/01/2023	\$2,960.00
00036176	H4420	KYLAM DOAN	05/01/2023	\$1,877.00
00036177	H3980	NHA & JOANNE TRANG VU DOAN	05/01/2023	\$1,818.00
00036178	H3855	PHUONGNGA THI DOAN	05/01/2023	\$2,177.00
00036179	H2424	JERRY DOIDGE	05/01/2023	\$1,376.00

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00036180	H3382	DOLCE VITA INVESTMENTS, LLC	05/01/2023	\$5,575.00
00036181	H1744	MINH TRANG DONG	05/01/2023	\$1,094.00
00036182	H2945	DORADO SENIOR APARTMENTS, LP	05/01/2023	\$2,190.00
00036183	H3228	DSN INVESTMENT GROUP, LLC	05/01/2023	\$7,591.00
00036184	H3510	DTP INVESTMENTS, LLC	05/01/2023	\$1,548.00
00036185	H1385	DAVID C DUNN	05/01/2023	\$2,246.00
00036186	H9021	DAVID F DUNNETT	05/01/2023	\$1,343.00
00036187	H3866	HONG MANH DUONG	05/01/2023	\$1,701.00
00036188	H00287	KAREN DUONG	05/01/2023	\$1,413.00
00036189	H1885	MINH B DUONG	05/01/2023	\$5,394.00
00036190	H3688	THAI VAN DUONG	05/01/2023	\$1,546.00
00036191	H3087	CHI THI DUONG	05/01/2023	\$2,322.00
00036192	H2869	HUNG Q DUONG	05/01/2023	\$1,487.00
00036193	H2781	GLADYS DYO	05/01/2023	\$591.00
00036194	H00091	E-Z HOUSING GROUP LLC	05/01/2023	\$1,669.00
00036195	H2422	EASTWIND PROPERTIES, LLC	05/01/2023	\$2,850.00
00036196	H4770	EBL, LLC	05/01/2023	\$3,915.00
00036197	H2036	DANIEL T EDLUND	05/01/2023	\$1,548.00
00036198	H00346	EFTFTB LLC	05/01/2023	\$2,090.00
00036199	H00233	EL NILE INVESTMENTS LLC	05/01/2023	\$1,209.00
00036200	H4250	EL PUEBLO APTS	05/01/2023	\$3,267.00
00036201	H4294	EL RAY PARTNERS, LLC	05/01/2023	\$8,829.00
00036202	H4438	ELIAS CAPITAL GROUP, LLC	05/01/2023	\$2,982.00
00036203	H00250	EMERALD RIDGE APARTMENTS	05/01/2023	\$1,769.00
00036204	H4234	TERRY C ENGEL	05/01/2023	\$1,700.00
00036205	H00282	ERP OPERATING LIMITED PARTNERSHIP	05/01/2023	\$9,168.00
00036206	H3299	EVERGREEN ESTATE EXPANSION, LLC	05/01/2023	\$9,864.00
00036207	H00030	FAIRECREST REAL ESTATE, LLC	05/01/2023	\$2,907.00
00036208	H1553	FAIRVIEW MGMT COMPANY	05/01/2023	\$2,488.00
00036209	H00299	FAMILY CUNG TUAN KHANH ACACIA LLC	05/01/2023	\$4,216.00
00036210	H3034	FBC APARTMENTS	05/01/2023	\$711.00
00036211	H4757	FG GOLDENWEST SENIOR APTS, LP	05/01/2023	\$21,846.00
00036212	H00372	FG RANCHO SANTA MARGARITA SENIOR APTS LP	05/01/2023	\$2,228.00
00036213	H00386	FG SEACLIFF SENIOR APARTMENTS LP	05/01/2023	\$1,742.00

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00036214	H1702	FLOYD H FIELDS	05/01/2023	\$1,255.00
00036215	H1689	WENDY FINCH	05/01/2023	\$983.00
00036216	H00049	FIVE POINTS HOUSING LP	05/01/2023	\$3,458.00
00036217	H3329	FOREVERGREEN EXPANSION, LLC	05/01/2023	\$1,694.00
00036218	H00200	FOUNTAIN VALLEY HOUSING PARTNERS LP	05/01/2023	\$1,542.00
00036219	H00051	FOUR SEASON 339 LLC	05/01/2023	\$1,543.00
00036220	H7410	FRANCISCAN GARDENS APTS	05/01/2023	\$29,909.00
00036221	H2569	WILLIAM FRECHTMAN	05/01/2023	\$1,485.00
00036222	H4610	FREEDOMPATH PROPERTIES, LLC	05/01/2023	\$6,194.00
00036223	H3691	FU CRAIG FA, LLC	05/01/2023	\$6,107.00
00036224	H2215	KARL GANZ	05/01/2023	\$1,084.00
00036225	H3384	ALBINO GARCIA	05/01/2023	\$3,922.00
00036226	H3194	GARDEN BAY APARTMENTS, LLC	05/01/2023	\$1,264.00
00036227	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	05/01/2023	\$6,137.00
00036228	H00452	GARDEN GROVE HOUSING ASSOC LLC C/O HCM PROP MGMT	05/01/2023	\$4,815.00
00036229	H4275	GARDEN GROVE HOUSING ASSOCIATE	05/01/2023	\$2,209.00
00036230	H00315	GARDEN GROVE PACIFIC ASSOCIATES LLC	05/01/2023	\$51,483.00
00036231	H00431	GARDEN VIEW TERRACE	05/01/2023	\$1,505.00
00036232	H00095	CHRIS ANN GARZA	05/01/2023	\$750.00
00036233	H2955	GB PARTNERS LP DBA HERITAGE PARK SENIOR APARTMENTS	05/01/2023	\$3,854.00
00036234	H2029	GEORGIAN APTS	05/01/2023	\$3,147.00
00036235	H4137	AARON GERMAIN	05/01/2023	\$1,508.00
00036236	H00112	GG8662 LLC C/O DEKKO PROPERTIES LLC	05/01/2023	\$2,631.00
00036237	H3857	GIA VU, INC	05/01/2023	\$930.00
00036238	H4037	BRIGITTE GIACALONE	05/01/2023	\$887.00
00036239	H4742	GIERS WELLS PARTNERSHIP	05/01/2023	\$1,755.00
00036240	H3894	GIGI APARTMENTS	05/01/2023	\$2,229.00
00036241	H4046	GLENHAVEN MOBILODGE	05/01/2023	\$1,137.00
00036242	H00123	GLS GROUP LLC	05/01/2023	\$1,351.00
00036243	H00321	GOLDEN COAST PACIFIC PROPERTIES LLC	05/01/2023	\$1,769.00
00036244	H4346	HENRY S GOMEZ	05/01/2023	\$1,667.00
00036245	H2737	WILLIAM GREEN	05/01/2023	\$1,277.00
00036246	H00172	GREENBROOK APARTMENTS LP	05/01/2023	\$1,310.00

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00036247	H3833	GREENFIELDSDIE, LLC	05/01/2023	\$3,377.00
00036248	H3639	GROVE PARK LP	05/01/2023	\$94,642.00
00036249	H9028	JIM GULMESOFF	05/01/2023	\$7,308.00
00036250	H3949	GINA GUYUMJYAN	05/01/2023	\$3,871.00
00036251	H4172	HA OF DEKALB COUNTY	05/01/2023	\$657.33
00036252	H4692	CASIE HA	05/01/2023	\$2,783.00
00036253	H4092	DAC T HA	05/01/2023	\$1,653.00
00036254	H1824	KHIEM Q HA	05/01/2023	\$2,514.00
00036255	H1629	MANH MINH HA	05/01/2023	\$1,165.00
00036256	H4562	TRAN D HA	05/01/2023	\$3,584.00
00036257	H3735	TRiet M HA	05/01/2023	\$1,600.00
00036258	H0550	HALL & ASSOCIATES, INC	05/01/2023	\$6,743.00
00036259	H1969	LINDA HAN	05/01/2023	\$2,325.00
00036260	H00421	VIENNA HANSEL-ASHLEY	05/01/2023	\$994.00
00036261	H00314	CAROLYN F HANSEN	05/01/2023	\$1,247.00
00036262	H5208	CLIFTON & BRENDA HANSON	05/01/2023	\$3,011.00
00036263	H3838	STEVEN HAU	05/01/2023	\$1,539.00
00036264	H4708	HIGHLAND FINANCE INVESTMENTS CORP	05/01/2023	\$1,565.00
00036265	H0250	SHERRY OR RICHARD HILLIARD	05/01/2023	\$1,829.00
00036266	H00173	HKT INVESTMENT	05/01/2023	\$3,772.00
00036267	H3921	HMZ RESIDENTIAL PARK, LP	05/01/2023	\$2,107.00
00036268	H00408	HO FAMILY BYPASS TRUST	05/01/2023	\$2,916.00
00036269	H00289	DAO HO	05/01/2023	\$1,477.00
00036270	H3255	HENRY HOI HO	05/01/2023	\$2,019.00
00036271	H1010	HO, HIEP or DAO, NGOC THUY	05/01/2023	\$9,851.00
00036272	H3653	LIEN KIM HO	05/01/2023	\$1,708.00
00036273	H00402	NA M HO	05/01/2023	\$1,556.00
00036274	H4827	PETER HO	05/01/2023	\$1,484.00
00036275	H4128	THOMAS P HO	05/01/2023	\$1,970.00
00036276	H00183	THUY HO	05/01/2023	\$1,620.00
00036277	H4268	TIM HO	05/01/2023	\$924.00
00036278	H00071	HOLLY HOANG	05/01/2023	\$1,432.00
00036279	H00312	HUAN HOANG	05/01/2023	\$2,527.00
00036280	H00301	KHANH HOANG	05/01/2023	\$1,508.00

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00036281	H1864	LIEN HOANG	05/01/2023	\$1,394.00
00036282	H3984	LONG HOANG	05/01/2023	\$1,861.00
00036283	H4783	THINH HOANG	05/01/2023	\$1,050.00
00036284	H4224	TRACY HOANG	05/01/2023	\$1,162.00
00036285	H2354	TRIEU HOANG	05/01/2023	\$1,234.00
00036286	H4542	TUAN HOANG	05/01/2023	\$2,517.00
00036287	H00278	VUONG HOANG	05/01/2023	\$1,909.00
00036288	H2662	LANG HOANG	05/01/2023	\$1,714.00
00036289	H2974	NHAN TIEN HOANG	05/01/2023	\$2,128.00
00036290	H3883	ROSEMARY LC HOLTZMAN	05/01/2023	\$856.00
00036291	H1120	SALLY HOPPE	05/01/2023	\$1,331.00
00036292	H00107	HOUSING AUTHORITY OF THE CITY OF VANCOUVER	05/01/2023	\$1,147.46
00036293	H2532	LUC HUA	05/01/2023	\$1,554.00
00036294	H1659	DON HUSS	05/01/2023	\$1,996.00
00036295	H00133	BAO TRINH HUYNH	05/01/2023	\$1,573.00
00036296	H0658	CHEN THI HUYNH	05/01/2023	\$2,866.00
00036297	H3641	FELIX HUYNH	05/01/2023	\$715.00
00036298	H4763	JOANNE HUYNH	05/01/2023	\$951.00
00036299	H3509	KELVIN HUYNH	05/01/2023	\$1,567.00
00036300	H00384	LINH M HUYNH	05/01/2023	\$1,931.00
00036301	H4405	LOAN HUYNH	05/01/2023	\$280.00
00036302	H4237	MINH HUY HUYNH	05/01/2023	\$2,162.00
00036303	H4271	PHILIP HUYNH	05/01/2023	\$645.00
00036304	H1574	SALLY B HUYNH	05/01/2023	\$1,508.00
00036305	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	05/01/2023	\$2,589.00
00036306	H4747	THAI C HUYNH	05/01/2023	\$2,507.00
00036307	H3117	LONG BAO HUYNH	05/01/2023	\$1,341.00
00036308	H1262	CM HWANG	05/01/2023	\$1,595.00
00036309	H3848	IMPERIAL NORTH HOLDINGS, LLC	05/01/2023	\$4,881.00
00036310	H3644	IMPERIAL NORTHWEST HOLDINGS	05/01/2023	\$5,103.00
00036311	H00309	INCOME PROPERTY ASSOCIATES LLC	05/01/2023	\$1,243.00
00036312	H00319	INFINITY RESIDENTIAL, INC	05/01/2023	\$1,023.00
00036313	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	05/01/2023	\$4,208.00
00036314	H00416	IP DEVELOPMENT COMPANY	05/01/2023	\$2,227.00

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00036315	H00401	IRES PROPERTY MANAGEMENT INC	05/01/2023	\$3,770.00
00036316	H4350	J & E ESTATES, LLC	05/01/2023	\$2,108.00
00036317	H3402	JERRY JANESKI	05/01/2023	\$1,600.00
00036318	H4427	JD PROPERTY MANAGEMENT, INC	05/01/2023	\$5,414.00
00036319	H00428	JDJT BAO LLC	05/01/2023	\$1,325.00
00036320	H4716	NARIYA JEAN	05/01/2023	\$2,522.00
00036321	H3040	JENSEN SOMMERVILLE CONZELMAN	05/01/2023	\$1,917.00
00036322	H3165	JG & B CORPORATION	05/01/2023	\$7,915.00
00036323	H3266	JGK GARDEN GROVE, LP	05/01/2023	\$39,738.00
00036324	H2936	JGKALLINS INVESTMENTS, LP	05/01/2023	\$1,526.00
00036325	H2530	NATHAN D JOHNSON	05/01/2023	\$2,041.00
00036326	H4579	JOSEPH & KIM CORP	05/01/2023	\$1,723.00
00036327	H4557	JTM BAYOU, LLC	05/01/2023	\$1,879.00
00036328	H9029	LIN J JU	05/01/2023	\$2,926.00
00036329	H2595	FRED JU	05/01/2023	\$1,214.00
00036330	H4042	JUNG SUN NOH	05/01/2023	\$8,019.00
00036331	H4077	JUNG SUN NOH	05/01/2023	\$1,610.00
00036332	H4078	JUNG SUN NOH	05/01/2023	\$1,656.00
00036333	H00390	SABRINA MARIAM KADIR-FAN	05/01/2023	\$3,424.00
00036334	H4467	KAID MALINDA INVESTMENT INC	05/01/2023	\$2,296.00
00036335	H00258	KAID TAFT INVESTMENT INC	05/01/2023	\$1,973.00
00036336	H4482	JAIDEEP KAMAT	05/01/2023	\$1,732.00
00036337	H4758	JUN-WEI KAO	05/01/2023	\$481.00
00036338	H3320	KASHI TRUST	05/01/2023	\$9,218.00
00036339	H4767	KATELLA FAMILY HOUSING PARTNER	05/01/2023	\$1,373.00
00036340	H3771	KATELLA MOBILE HOME ESTATES	05/01/2023	\$921.00
00036341	H3721	KCM INVESTMENTS, LLC	05/01/2023	\$2,449.00
00036342	H4696	KD RENT	05/01/2023	\$4,056.00
00036343	H1018	LU-YONG KEH	05/01/2023	\$5,441.00
00036344	H4374	KEITH AND HOLLY CORPORATION	05/01/2023	\$666.00
00036345	H9030	ROBERT KELLEY	05/01/2023	\$4,796.00
00036346	H3113	KENSINGTON GARDENS	05/01/2023	\$962.00
00036347	H1535	DAN VAN KHA	05/01/2023	\$1,364.00
00036348	H1888	LINDA KHA	05/01/2023	\$2,323.00

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00036349	H2423	CAM MY KHA	05/01/2023	\$1,820.00
00036350	H00441	KAREEM ULLA KHAN	05/01/2023	\$2,997.00
00036351	H2624	SETH S KHEANG	05/01/2023	\$4,073.00
00036352	H3727	HENRY THAI KHUU	05/01/2023	\$1,480.00
00036353	H0890	DAVID S KIM	05/01/2023	\$954.00
00036354	H00436	LOAN P KIM	05/01/2023	\$1,336.00
00036355	H4527	MELVIN LEE KIM	05/01/2023	\$1,201.00
00036356	H9031	HARRY H KIM	05/01/2023	\$1,606.00
00036357	H9001	KING COUNTY HOUSING AUTHORITY	05/01/2023	\$1,117.43
00036358	H1797	KING INVESTMENT GROUP, INC	05/01/2023	\$6,890.00
00036359	H3591	BERNARD KING	05/01/2023	\$567.00
00036360	H3567	KENT M KITSELMAN	05/01/2023	\$1,551.00
00036361	H2960	MARILYN KLUNK	05/01/2023	\$2,629.00
00036362	H2460	KNK PROPERTIES	05/01/2023	\$10,096.00
00036363	H0082	EDWARD KUO	05/01/2023	\$887.00
00036364	H1193	EDWARD KUO	05/01/2023	\$1,262.00
00036365	H4804	SATOKO KURATA	05/01/2023	\$1,060.00
00036366	H4609	JOAQUIN KURZ	05/01/2023	\$2,906.00
00036367	H00381	LA RAMADA APARTMENTS HOMES	05/01/2023	\$2,120.00
00036368	H4737	TUYET B LA	05/01/2023	\$2,133.00
00036369	H4712	LADERA WNG II, LLC	05/01/2023	\$2,425.00
00036370	H3611	LAGUNA HILLS TRAVELODGE, LLC	05/01/2023	\$33,425.00
00036371	H3793	LAGUNA STREET APARTMENTS, LLC	05/01/2023	\$3,126.00
00036372	H4253	JULIE LALLY	05/01/2023	\$1,773.00
00036373	H3552	ANDRE LAM	05/01/2023	\$1,023.00
00036374	H00028	ANH LAN LAM	05/01/2023	\$1,969.00
00036375	H3711	CAM THI T LAM	05/01/2023	\$1,238.00
00036376	H1224	CHAU LAM	05/01/2023	\$5,637.00
00036377	H00045	CHRISTINE M LAM	05/01/2023	\$1,747.00
00036378	H00213	DAVID LAM	05/01/2023	\$1,804.00
00036379	H2396	HAI LAM	05/01/2023	\$5,073.00
00036380	H4631	HUNG LAM	05/01/2023	\$2,159.00
00036381	H00088	QUYHN GIAO LAM	05/01/2023	\$677.00
00036382	H00042	STEVEN LAM	05/01/2023	\$838.00

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00036383	H2873	MAI LAM	05/01/2023	\$1,184.00
00036384	H4454	LAMPLIGHTER VILLAGE APTS	05/01/2023	\$12,537.00
00036385	H4745	LAMPSON EP, LLC	05/01/2023	\$1,236.00
00036386	H4504	LAMY OANH, LLC	05/01/2023	\$6,295.00
00036387	H4663	LAS PALMAS APTS	05/01/2023	\$2,450.00
00036388	H4402	STEPHEN LAU	05/01/2023	\$3,001.00
00036389	H00151	CATHERINE LAZARAN	05/01/2023	\$1,651.00
00036390	H3945	JOHN LAZENBY	05/01/2023	\$2,449.00
00036391	H4471	LE MORNINGSIDE, LLC	05/01/2023	\$5,272.00
00036392	H4754	ANH LE	05/01/2023	\$3,102.00
00036393	H00153	BENJAMIN BAO LE	05/01/2023	\$1,600.00
00036394	H4421	BILL BQ LE	05/01/2023	\$1,780.00
00036395	H00104	CELINE LE	05/01/2023	\$2,142.00
00036396	H4133	HIEP THI LE	05/01/2023	\$3,050.00
00036397	H00179	HUONG THI LE	05/01/2023	\$1,548.00
00036398	H1258	JIMMY T LE	05/01/2023	\$2,180.00
00036399	H4555	JOHN LE	05/01/2023	\$2,125.00
00036400	H4142	JOHN TOAN LE	05/01/2023	\$3,602.00
00036401	H00375	KENT THANH LE	05/01/2023	\$1,869.00
00036402	H4462	LAN V LE	05/01/2023	\$393.00
00036403	H4319	LANH C LE	05/01/2023	\$1,710.00
00036404	H3796	LY PHUONG LE	05/01/2023	\$1,990.00
00036405	H00148	MAN MINH LE	05/01/2023	\$1,226.00
00036406	H3623	MICHAEL LE	05/01/2023	\$2,364.00
00036407	H0918	NANCY NGAT THI LE	05/01/2023	\$3,873.00
00036408	H4428	RICHARD TUANANH LE	05/01/2023	\$1,234.00
00036409	H0948	STEPHANIE THU LE	05/01/2023	\$5,480.00
00036410	H00209	TAI LE	05/01/2023	\$2,586.00
00036411	H00099	TAN LE	05/01/2023	\$1,407.00
00036412	H00214	THAM T LE	05/01/2023	\$1,673.00
00036413	H3661	THANH TIEN LE	05/01/2023	\$3,027.00
00036414	H00069	THOMAS T LE	05/01/2023	\$1,564.00
00036415	H00360	TRAN-QUOC LE	05/01/2023	\$1,927.00
00036416	H00202	TRINA TRINH LE	05/01/2023	\$1,518.00

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00036417	H00135	TUYEN NIKKI LE	05/01/2023	\$415.00
00036418	H0167	BAO GIA LE	05/01/2023	\$4,810.00
00036419	H2548	XAN NGOC LE	05/01/2023	\$1,034.00
00036420	H4547	LEMON GROVE, LP	05/01/2023	\$1,271.00
00036421	H1602	ROGER LEUNG	05/01/2023	\$2,204.00
00036422	H4002	SOL M LI	05/01/2023	\$1,820.00
00036423	H1533	DAVID LIN	05/01/2023	\$2,800.00
00036424	H4344	LINCOLN VILLAS APT HOMES, LLC	05/01/2023	\$8,763.00
00036425	H4592	LINCOLN WOODS APARTMENTS	05/01/2023	\$2,409.00
00036426	H1960	KATHERINE LITTON	05/01/2023	\$1,384.00
00036427	H2080	LLE, LLC	05/01/2023	\$639.00
00036428	H00090	LOGAN MT LLC	05/01/2023	\$2,097.00
00036429	H3888	TROY LONG, TU-ANH & DUONG	05/01/2023	\$1,197.00
00036430	H3311	CINDY W LOUIE	05/01/2023	\$2,332.00
00036431	H00143	KATHERINE LU	05/01/2023	\$1,726.00
00036432	H2120	QUYNH THUY LU	05/01/2023	\$3,196.00
00036433	H00177	CHRISTOPHER LAC LUONG	05/01/2023	\$947.00
00036434	H1424	KHANH LUONG	05/01/2023	\$1,502.00
00036435	H4603	LONG DUC LUONG	05/01/2023	\$1,102.00
00036436	H4157	TRA THI-PHUONG LUONG	05/01/2023	\$3,843.00
00036437	H4572	ALLEN LUU	05/01/2023	\$1,213.00
00036438	H4491	TUAN V LUU	05/01/2023	\$1,544.00
00036439	H4820	VIVIAN Q LUU	05/01/2023	\$1,883.00
00036440	H3696	XUYEN LUU	05/01/2023	\$2,112.00
00036441	H4669	ANDY LY	05/01/2023	\$2,103.00
00036442	H3717	DUC T LY	05/01/2023	\$681.00
00036443	H1613	MING LY	05/01/2023	\$1,836.00
00036444	H00166	MINH N LY	05/01/2023	\$1,394.00
00036445	H3754	TAN Q LY	05/01/2023	\$1,356.00
00036446	H3390	TRANH LY	05/01/2023	\$4,441.00
00036447	H4154	TUYEN X LY	05/01/2023	\$2,840.00
00036448	H00219	M FORTUNE LLC	05/01/2023	\$1,684.00
00036449	H00311	MEI CI MA	05/01/2023	\$1,549.00
00036450	H1705	MAGIC LAMP MOBILE HOME PARK	05/01/2023	\$1,478.00

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00036451	H00136	MAGNET SENIOR HOUSING PARTNERS LP C/O MONTAIRA	05/01/2023	\$1,988.00
00036452	H3201	ANN N MAI	05/01/2023	\$3,316.00
00036453	H00192	ANNIE MAI	05/01/2023	\$2,136.00
00036454	H4308	JENNIE THUY MAI	05/01/2023	\$4,553.00
00036455	H1499	LINDA MAI	05/01/2023	\$1,489.00
00036456	H00191	TUNG THANH MAI	05/01/2023	\$1,194.00
00036457	H2451	CHUCK MAI	05/01/2023	\$2,439.00
00036458	H4298	JAIMIE MAI-NGO	05/01/2023	\$1,304.00
00036459	H00341	LATA MAJITHIA	05/01/2023	\$1,926.00
00036460	H4539	KONSTANTINOS P MANDAS	05/01/2023	\$3,219.00
00036461	H4796	HARALAMBOS & GEORGIA MANTAS	05/01/2023	\$2,109.00
00036462	H4818	LLOYD MANTONG	05/01/2023	\$966.00
00036463	H6865	MARIPOSA PROPERTIES	05/01/2023	\$1,558.00
00036464	H00443	SUZANNE MATHERLY	05/01/2023	\$2,994.00
00036465	H4816	MATTAR REAL ESTATE INVESTMENT	05/01/2023	\$821.00
00036466	H7370	LEOPOLD MAYER	05/01/2023	\$2,677.00
00036467	H2135	JOHN MC GOFF	05/01/2023	\$903.00
00036468	H00318	MCCOMBER CREEK LLC	05/01/2023	\$3,890.00
00036469	H00407	JAMES M MCGOUGALL	05/01/2023	\$1,784.00
00036470	H2842	GRACE OR GERALD MCGRATH	05/01/2023	\$1,443.00
00036471	H8490	GRACE OR GERALD MCGRATH	05/01/2023	\$2,711.00
00036472	H00269	MCP KENSINGTON LP	05/01/2023	\$1,305.00
00036473	H4793	MEAGHER FAMILY BYPASS TRUST	05/01/2023	\$821.00
00036474	H1653	MANH MEAK	05/01/2023	\$1,397.00
00036475	H4435	JAGDISH P MEHTA	05/01/2023	\$1,330.00
00036476	H2110	MIDWAY INTEREST, LP	05/01/2023	\$8,925.00
00036477	H2638	MIKE & KATHY LEE, LP	05/01/2023	\$3,557.00
00036478	H4814	MITTAL LEGACY, LP	05/01/2023	\$4,095.00
00036479	H00205	JOHN MKHAIL	05/01/2023	\$1,560.00
00036480	H3256	MONARCH POINTE	05/01/2023	\$2,075.00
00036481	H3534	ANTHONY MONTEBELLO	05/01/2023	\$1,276.00
00036482	H2976	MONTECITO VISTA APT HOMES	05/01/2023	\$2,019.00
00036483	H4658	BACH MORALES	05/01/2023	\$2,223.00

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00036484	H4715	MORNINGSIDE APTS, LLC	05/01/2023	\$10,729.00
00036485	H00154	MT VERNON APARTMENTS	05/01/2023	\$1,405.00
00036486	H00350	JEFFREY MULLEN	05/01/2023	\$838.00
00036487	H00077	RANDALL MYCORN	05/01/2023	\$647.00
00036488	H00145	STEVEN B NACHAM	05/01/2023	\$1,251.00
00036489	H00403	NAM VIET A - U.S.	05/01/2023	\$30,023.00
00036490	H2622	PATRICK NAMSINH	05/01/2023	\$2,140.00
00036491	H3834	NEW HORIZONVIEW, LLC	05/01/2023	\$1,485.00
00036492	H3865	NEW KENYON APARTMENTS, LLC	05/01/2023	\$1,547.00
00036493	H00383	NEW TAMERLANE LLC DBA TAMERLANE APARTMENTS	05/01/2023	\$3,754.00
00036494	H4029	NEWPORT ESTATE EXPANSION, LLC	05/01/2023	\$1,760.00
00036495	H2745	DALE XUAN NGHIEM	05/01/2023	\$1,209.00
00036496	H3956	DANIEL NGHIEM	05/01/2023	\$20,864.00
00036497	H4751	DUNG T NGO	05/01/2023	\$1,614.00
00036498	H3630	HONG DIEP LE NGO	05/01/2023	\$906.00
00036499	H4184	KIM NGO	05/01/2023	\$950.00
00036500	H0314	LOC T NGO	05/01/2023	\$492.00
00036501	H00196	MIMI T NGO	05/01/2023	\$1,301.00
00036502	H4550	TAMMY NGO	05/01/2023	\$1,284.00
00036503	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	05/01/2023	\$5,236.00
00036504	H4691	AN MANH NGUYEN	05/01/2023	\$2,150.00
00036505	H4719	ANA-KARINA A NGUYEN	05/01/2023	\$1,514.00
00036506	H4645	ANDREA NGUYEN	05/01/2023	\$1,376.00
00036507	H3734	ANDREW Q NGUYEN	05/01/2023	\$1,796.00
00036508	H4401	ANH NGUYEN	05/01/2023	\$2,029.00
00036509	H1938	ANH-DAO NGUYEN	05/01/2023	\$1,284.00
00036510	H3749	ANTHONY NGUYEN	05/01/2023	\$1,493.00
00036511	H00176	BICH LIEN T NGUYEN	05/01/2023	\$1,498.00
00036512	H1457	BINH NGOC NGUYEN	05/01/2023	\$2,669.00
00036513	H1430	BINH QUOC NGUYEN	05/01/2023	\$3,018.00
00036514	H3958	BRIAN BAO-KHA NGUYEN	05/01/2023	\$3,305.00
00036515	H4297	CALVIN H NGUYEN	05/01/2023	\$2,450.00
00036516	H00276	CAM NGUYEN	05/01/2023	\$1,226.00
00036517	H00111	CHARLES NGUYEN	05/01/2023	\$1,869.00

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00036518	H00339	CHIEU-ANH NGUYEN	05/01/2023	\$1,474.00
00036519	H4511	CHRISTINE NGUYEN	05/01/2023	\$1,817.00
00036520	H2274	CHRISTOPHER NGUYEN	05/01/2023	\$1,770.00
00036521	H3777	CHUONG NGUYEN	05/01/2023	\$886.00
00036522	H00304	CINDY L NGUYEN	05/01/2023	\$432.00
00036523	H9043	CUONG NGUYEN	05/01/2023	\$4,249.00
00036524	H4641	DAN NGUYEN	05/01/2023	\$1,284.00
00036525	H4569	DAT NGUYEN	05/01/2023	\$1,906.00
00036526	H4015	LOAN T NGUYEN, DAVID / HA	05/01/2023	\$1,815.00
00036527	H1881	DIEM-THUY NGUYEN	05/01/2023	\$2,086.00
00036528	H4558	DONG NGUYEN	05/01/2023	\$1,355.00
00036529	H4679	DUNG KIM NGUYEN	05/01/2023	\$1,856.00
00036530	H3872	DUONG NGUYEN	05/01/2023	\$1,751.00
00036531	H1143	DZUNG DAN NGUYEN	05/01/2023	\$2,737.00
00036532	H2551	ERIC NGUYEN	05/01/2023	\$1,754.00
00036533	H3910	FRANK M NGUYEN	05/01/2023	\$1,562.00
00036534	H4621	HANG NGUYEN	05/01/2023	\$2,418.00
00036535	H3953	HANH V NGUYEN	05/01/2023	\$1,662.00
00036536	H3370	HAO & HUONG T NGUYEN	05/01/2023	\$1,184.00
00036537	H00234	HENRY HAO VAN NGUYEN	05/01/2023	\$2,782.00
00036538	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	05/01/2023	\$12,473.00
00036539	H4460	HUAN NGOC NGUYEN	05/01/2023	\$1,294.00
00036540	H4479	HUE THI NGUYEN	05/01/2023	\$2,278.00
00036541	H3276	HUNG NGUYEN	05/01/2023	\$2,832.00
00036542	H00272	HUNG T NGUYEN	05/01/2023	\$1,542.00
00036543	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	05/01/2023	\$3,846.00
00036544	H00039	JANET NGUYEN	05/01/2023	\$3,552.00
00036545	H3242	JEANNIE NGUYEN	05/01/2023	\$1,636.00
00036546	H00245	JOHN NGUYEN	05/01/2023	\$1,783.00
00036547	H3241	JULIE NGUYEN	05/01/2023	\$1,434.00
00036548	H4697	KEVIN NGUYEN	05/01/2023	\$1,718.00
00036549	H4285	KHAI HUE NGUYEN	05/01/2023	\$2,348.00
00036550	H3497	KHANH DANG NGUYEN	05/01/2023	\$1,282.00
00036551	H3149	KIEN NGUYEN	05/01/2023	\$5,672.00

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00036552	H4652	KIEN THI NGUYEN	05/01/2023	\$1,803.00
00036553	H3919	KIMCHI THI NGUYEN	05/01/2023	\$591.00
00036554	H4713	LAN HUONG NGUYEN	05/01/2023	\$2,250.00
00036555	H4195	LANIE NGUYEN	05/01/2023	\$4,198.00
00036556	H4700	LE B NGUYEN	05/01/2023	\$1,960.00
00036557	H00451	LIEM Q NGUYEN	05/01/2023	\$1,637.00
00036558	H00255	LIEN B NGUYEN	05/01/2023	\$1,463.00
00036559	H1687	LINDA NGUYEN	05/01/2023	\$3,941.00
00036560	H4079	LINDA LIEN NGUYEN	05/01/2023	\$1,453.00
00036561	H4623	LINDA MAI NGUYEN	05/01/2023	\$2,365.00
00036562	H00363	LINH NGOC NGUYEN	05/01/2023	\$2,225.00
00036563	H2331	LONG HUYEN DAC NGUYEN	05/01/2023	\$4,784.00
00036564	H4478	LUONG NGUYEN	05/01/2023	\$1,747.00
00036565	H00165	LUU PHUONG NGUYEN	05/01/2023	\$2,132.00
00036566	H1380	LYNDA NGUYEN	05/01/2023	\$1,475.00
00036567	H2391	MAN M NGUYEN	05/01/2023	\$1,349.00
00036568	H3526	MICHAEL THANG NGUYEN	05/01/2023	\$2,337.00
00036569	H00307	MICHELLE NGUYEN	05/01/2023	\$1,773.00
00036570	H4738	MINH NGUYEN	05/01/2023	\$1,548.00
00036571	H00040	MY DUNG THI NGUYEN	05/01/2023	\$827.00
00036572	H3170	MYRA D NGUYEN	05/01/2023	\$1,420.00
00036573	H1717	NANCY NGUYEN	05/01/2023	\$9,336.00
00036574	H3713	NANCY NGUYEN	05/01/2023	\$1,571.00
00036575	H00122	NATHAN V NGUYEN	05/01/2023	\$1,563.00
00036576	H1899	NGHI NGUYEN	05/01/2023	\$2,103.00
00036577	H00448	NGHIEM NGUYEN	05/01/2023	\$3,308.00
00036578	H4744	NGOC NGUYEN	05/01/2023	\$1,818.00
00036579	H4469	OSCAR THUAN NGUYEN	05/01/2023	\$2,408.00
00036580	H4423	PETER NGUYEN	05/01/2023	\$4,250.00
00036581	H00068	PHUC T NGUYEN	05/01/2023	\$1,906.00
00036582	H00298	PHUONG T NGUYEN	05/01/2023	\$1,769.00
00036583	H2197	PHUONG MY THI NGUYEN	05/01/2023	\$5,737.00
00036584	H00340	PHUONG N NGUYEN	05/01/2023	\$890.00
00036585	H4439	QUAN NGUYEN	05/01/2023	\$1,272.00

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00036586	H3853	QUANG M NGUYEN	05/01/2023	\$1,136.00
00036587	H4680	SHAWN B NGUYEN	05/01/2023	\$2,063.00
00036588	H4559	SKY NGUYEN	05/01/2023	\$3,395.00
00036589	H4118	STEVE NGUYEN	05/01/2023	\$1,721.00
00036590	H3425	STEVEN NGUYEN	05/01/2023	\$1,124.00
00036591	H4670	STEVEN NGUYEN	05/01/2023	\$1,842.00
00036592	H4340	STEVENS NGUYEN	05/01/2023	\$1,824.00
00036593	H00262	TAI ANH NGUYEN	05/01/2023	\$1,721.00
00036594	H00439	TAI PHUOC NGUYEN	05/01/2023	\$2,783.00
00036595	H3317	TAM N NGUYEN	05/01/2023	\$1,310.00
00036596	H00348	TAM-TRUNG NGUYEN	05/01/2023	\$1,404.00
00036597	H3373	THAI DUC NGUYEN	05/01/2023	\$2,229.00
00036598	H4586	THANG XUAN NGUYEN	05/01/2023	\$961.00
00036599	H00059	THANH-HAI NGUYEN	05/01/2023	\$1,510.00
00036600	H3978	THANH-LE NGUYEN	05/01/2023	\$1,653.00
00036601	H3313	THANH-NHAN NGUYEN	05/01/2023	\$1,480.00
00036602	H00281	THIEN NGUYEN	05/01/2023	\$1,553.00
00036603	H00239	THIEU KIM NGUYEN	05/01/2023	\$1,769.00
00036604	H3755	THINH QUOC NGUYEN	05/01/2023	\$87.00
00036605	H4749	THOMAS NGUYEN	05/01/2023	\$2,434.00
00036606	H4734	THU-DUNG TRAN NGUYEN	05/01/2023	\$1,492.00
00036607	H1302	THUY NGUYEN	05/01/2023	\$1,235.00
00036608	H3331	THUYHUONG THI NGUYEN	05/01/2023	\$1,330.00
00036609	H9045	TIEP NGUYEN	05/01/2023	\$2,001.00
00036610	H00046	TIM NGUYEN	05/01/2023	\$1,187.00
00036611	H00409	TIM NGUYEN	05/01/2023	\$1,544.00
00036612	H2473	TIMMY NGUYEN	05/01/2023	\$3,302.00
00036613	H00126	TOM NGUYEN	05/01/2023	\$1,780.00
00036614	H4349	TRACY TRUC NGUYEN	05/01/2023	\$1,165.00
00036615	H4805	TRAM ANH NGUYEN	05/01/2023	\$1,902.00
00036616	H00086	TRINH NGUYEN	05/01/2023	\$1,933.00
00036617	H3469	TUAN HOANG NGUYEN	05/01/2023	\$2,199.00
00036618	H4243	TUAN NGOC NGUYEN	05/01/2023	\$1,054.00
00036619	H3737	TUNG QUOC NGUYEN	05/01/2023	\$2,922.00

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00036620	H4643	TUYET MAI NGUYEN	05/01/2023	\$1,144.00
00036621	H1937	TUYET TRINH NGUYEN	05/01/2023	\$1,619.00
00036622	H4166	TUYET TRINH NGUYEN	05/01/2023	\$1,477.00
00036623	H4766	UYEN NGUYEN	05/01/2023	\$1,407.00
00036624	H3655	VAN HUY NGUYEN	05/01/2023	\$2,017.00
00036625	H3852	SOAN P NGUYEN, VANANH & DO	05/01/2023	\$404.00
00036626	H4570	VIVIAN NGUYEN	05/01/2023	\$548.00
00036627	H4755	NGUYEN, VY & THI	05/01/2023	\$1,585.00
00036628	H4630	YVONNE QUYEN NGUYEN	05/01/2023	\$1,735.00
00036629	H2501	CANG NGUYEN	05/01/2023	\$1,474.00
00036630	H2550	CUONG CHI NGUYEN	05/01/2023	\$4,727.00
00036631	H2337	DUNG VAN NGUYEN	05/01/2023	\$1,212.00
00036632	H3012	HAN NGUYEN	05/01/2023	\$957.00
00036633	H1766	HUNG C NGUYEN	05/01/2023	\$2,170.00
00036634	H3061	HUY NGUYEN	05/01/2023	\$2,551.00
00036635	H2956	JAMES NGUYEN	05/01/2023	\$1,325.00
00036636	H1552	LAN PHUONG THI NGUYEN	05/01/2023	\$2,614.00
00036637	H2409	LAN-NGOC NGUYEN	05/01/2023	\$1,423.00
00036638	H3086	LANI LAN T NGUYEN	05/01/2023	\$1,146.00
00036639	H2812	MINH NGOC NGUYEN	05/01/2023	\$1,625.00
00036640	H2511	PERRY NGUYEN	05/01/2023	\$1,467.00
00036641	H2610	THANH-TUYEN NGUYEN	05/01/2023	\$1,430.00
00036642	H2479	THINH THI NGUYEN	05/01/2023	\$6,829.00
00036643	H2561	TIFFANY NGUYEN	05/01/2023	\$3,530.00
00036644	H2912	XUAN YEN NGUYEN	05/01/2023	\$5,287.00
00036645	H3802	DIANA NGUYEN-THIEN-NH	05/01/2023	\$2,039.00
00036646	H00218	NH SEABREEZE LLC	05/01/2023	\$1,798.00
00036647	H00168	NNT PROPERTIES 4 LLC	05/01/2023	\$1,818.00
00036648	H00029	NOGAL FELIZ APARTMENTS	05/01/2023	\$1,970.00
00036649	H3952	NORMANDY APARTMENTS, LLC	05/01/2023	\$1,194.00
00036650	H00198	NOVAVILLE LLC	05/01/2023	\$5,582.00
00036651	H4597	JOHN OMDAHL	05/01/2023	\$1,810.00
00036652	H00158	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	05/01/2023	\$1,853.00
00036653	H00161	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	05/01/2023	\$1,776.00

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00036654	H00162	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	05/01/2023	\$5,202.00
00036655	H00163	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	05/01/2023	\$13,421.00
00036656	H00164	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	05/01/2023	\$8,103.00
00036657	H00412	ORANGE PLAZA APARTMENTS LLC	05/01/2023	\$1,995.00
00036658	H1622	ORANGE TREE APTS	05/01/2023	\$12,759.00
00036659	H4761	ORRWAY APTS HOMES, LLC	05/01/2023	\$470.00
00036660	H00345	STEVE ORTLOFF	05/01/2023	\$2,659.00
00036661	H2516	SUIKO OZAKI	05/01/2023	\$1,795.00
00036662	H4495	P & J PROPERTY MANAGEMENT	05/01/2023	\$3,193.00
00036663	H1776	BRADRAKUMAR L PAHU	05/01/2023	\$2,688.00
00036664	H00447	HOPE PAK	05/01/2023	\$3,685.00
00036665	H1328	PALM ISLAND	05/01/2023	\$11,993.00
00036666	H4644	PALMA VISTA APTS, LLC	05/01/2023	\$1,495.00
00036667	H4477	PARISIAN APARTMENTS, LP	05/01/2023	\$1,456.00
00036668	H00296	A CA LP PARK CITY APARTMENTS	05/01/2023	\$2,037.00
00036669	H4487	PARK LANDING APARTMENTS	05/01/2023	\$2,512.00
00036670	H0254	PARK STANTON PLACE LP	05/01/2023	\$6,180.00
00036671	H4307	JIN PARK	05/01/2023	\$1,502.00
00036672	H8794	PATEL DILIP M	05/01/2023	\$7,235.00
00036673	H3249	SMITA DIPAK PATEL	05/01/2023	\$1,088.00
00036674	H3111	PELICAN INVESTMENTS #6, LLC	05/01/2023	\$2,702.00
00036675	H4370	PELICAN INVESTMENTS #8, LLC	05/01/2023	\$2,332.00
00036676	H3544	PELICAN INVESTMENTS, LLC	05/01/2023	\$254.00
00036677	H00222	AGNES PHAM	05/01/2023	\$1,613.00
00036678	H4176	BINH Q PHAM	05/01/2023	\$1,616.00
00036679	H4210	CAROLINE PHAM	05/01/2023	\$2,936.00
00036680	H3408	CHIEN DINH PHAM	05/01/2023	\$2,035.00
00036681	H1651	DAVID DUNG PHAM	05/01/2023	\$2,606.00
00036682	H9709	DAVID LINH PHAM	05/01/2023	\$2,481.00
00036683	H00368	DUY HOANG PHAM	05/01/2023	\$2,942.00
00036684	H3912	HIEU PHAM	05/01/2023	\$2,022.00
00036685	H1080	HOANG PHAM	05/01/2023	\$4,017.00
00036686	H00357	HONG V PHAM	05/01/2023	\$1,423.00
00036687	H00330	HUNG T PHAM	05/01/2023	\$1,918.00

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00036688	H1971	KHANH CONG PHAM	05/01/2023	\$2,002.00
00036689	H1117	LUCY PHAM, KIM ANH OR PHAM	05/01/2023	\$4,003.00
00036690	H0788	LAN VAN PHAM	05/01/2023	\$3,033.00
00036691	H4095	LIEN PHAM	05/01/2023	\$1,490.00
00036692	H00089	LILY H PHAM	05/01/2023	\$1,168.00
00036693	H4033	NGHIA PHAM	05/01/2023	\$1,903.00
00036694	H4724	NHAC T PHAM	05/01/2023	\$1,739.00
00036695	H4683	PAULINE TRAM PHAM	05/01/2023	\$2,008.00
00036696	H3773	PHUONG T PHAM	05/01/2023	\$1,344.00
00036697	H4501	QUYNH GIAO PHAM	05/01/2023	\$1,532.00
00036698	H3786	QUYNH-ANH HOANG PHAM	05/01/2023	\$1,817.00
00036699	H4213	SON THAI PHAM	05/01/2023	\$2,702.00
00036700	H00400	SOPHIA PHAM	05/01/2023	\$2,897.00
00036701	H00275	TAM T PHAM	05/01/2023	\$2,084.00
00036702	H00432	THIEN PHAM	05/01/2023	\$1,657.00
00036703	H2255	TIM PHAM	05/01/2023	\$3,502.00
00036704	H4651	TRANG PHAM	05/01/2023	\$4,358.00
00036705	H2065	TRI PHAM	05/01/2023	\$2,127.00
00036706	H4593	TRUONG TAI PHAM	05/01/2023	\$2,090.00
00036707	H4105	TUAN A PHAM	05/01/2023	\$1,972.00
00036708	H3880	VAN LOAN THI PHAM	05/01/2023	\$1,239.00
00036709	H4503	VERONIQUE PHAM	05/01/2023	\$1,646.00
00036710	H3967	VU PHAM	05/01/2023	\$1,502.00
00036711	H2328	XUANNHA T PHAM	05/01/2023	\$1,730.00
00036712	H0595	HAI MINH PHAM	05/01/2023	\$12,526.00
00036713	H1932	HELEN PHAM	05/01/2023	\$1,187.00
00036714	H1851	LOAN ANH THI PHAM	05/01/2023	\$1,502.00
00036715	H0651	QUANG PHAM	05/01/2023	\$1,772.00
00036716	H4685	KATHY PHAN	05/01/2023	\$2,323.00
00036717	H4188	OANH PHAN	05/01/2023	\$4,387.00
00036718	H4781	STEVEN PHAN	05/01/2023	\$1,511.00
00036719	H4408	TAMMY PHAN	05/01/2023	\$1,508.00
00036720	H3820	THANH T PHAN	05/01/2023	\$198.00
00036721	H00232	WILSON M PHAN	05/01/2023	\$1,595.00

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00036722	H3257	DON PHAN	05/01/2023	\$1,368.00
00036723	H1101	TOAN CONG PHAN	05/01/2023	\$1,110.00
00036724	H00225	VICKY T PHAN-VO	05/01/2023	\$1,683.00
00036725	H3698	ART S PHARN	05/01/2023	\$1,941.00
00036726	H00141	PHOENIX PREMIER LLC	05/01/2023	\$3,377.00
00036727	H2863	PINE TREE PROPERTY, LLC	05/01/2023	\$1,906.00
00036728	H3505	PJP PROPERTIES, LLC	05/01/2023	\$1,481.00
00036729	H00418	PLACENTIA 422 LP	05/01/2023	\$1,779.00
00036730	H00231	PLATINUM TRI BLOC LLC	05/01/2023	\$1,731.00
00036731	H1493	PLAZA PATRIA COURT LTD	05/01/2023	\$1,471.00
00036732	H3769	PNB GREEN EXPANSION MGMT, LLC	05/01/2023	\$4,641.00
00036733	H4795	POST STERLING COURT, LP	05/01/2023	\$1,416.00
00036734	H00434	PRINCE ACACIAWOOD PROPERTY LLC	05/01/2023	\$1,350.00
00036735	H3668	PRINCE NEW HORIZON VILLAGE	05/01/2023	\$5,315.00
00036736	H00194	QN INVESTMENT LLC	05/01/2023	\$14,329.00
00036737	H4306	SAN T QUACH	05/01/2023	\$1,389.00
00036738	H3994	DERRICK WILLIAM QUAN	05/01/2023	\$1,818.00
00036739	H4620	JEANNIE QUAN	05/01/2023	\$436.00
00036740	H4357	VAN-LAN QUAN	05/01/2023	\$4,967.00
00036741	H1448	GARY L QUINN	05/01/2023	\$767.00
00036742	H00335	RAINTREE BROOKS LP	05/01/2023	\$1,782.00
00036743	H00169	RANCHO MONTEREY APARTMENTS	05/01/2023	\$5,030.00
00036744	H0978	RAVART PACIFIC, LP	05/01/2023	\$1,273.00
00036745	H3808	RAVENWOOD PROPERTIES, LLC	05/01/2023	\$2,729.00
00036746	H4801	RBJ INVESTMENTS CORP	05/01/2023	\$1,324.00
00036747	H00285	REAL ESTATE SOURCE	05/01/2023	\$1,669.00
00036748	H00367	RED CORAL LLC	05/01/2023	\$1,200.00
00036749	H3184	ROGER LEE REED	05/01/2023	\$2,858.00
00036750	H3573	REO INTERNATIONAL CORPORATION	05/01/2023	\$3,852.00
00036751	H4932	RAYMOND REYES	05/01/2023	\$1,300.00
00036752	H1100	ROBERTA APTS, LP	05/01/2023	\$2,458.00
00036753	H00425	PATRICIA A RODRIGUEZ	05/01/2023	\$2,957.00
00036754	H00266	BRADLEY A ROMSTEDT	05/01/2023	\$1,499.00
00036755	H3631	CHARLENE ROSSIGNOL	05/01/2023	\$1,115.00

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00036756	H00128	RUSSELL REAL ESTATE LLC	05/01/2023	\$3,159.00
00036757	H00203	S & P PACIFIC PROPERTIES LLC	05/01/2023	\$4,214.00
00036758	H1149	MIHRAN SABUNJIAN	05/01/2023	\$13,351.00
00036759	H00246	SAGE PARK CA LP	05/01/2023	\$1,235.00
00036760	H00324	FARZANEH SAJADIEH	05/01/2023	\$3,526.00
00036761	H4231	SALSOL PROPERTIES, LLC	05/01/2023	\$1,353.00
00036762	H00305	SAN CARLOS	05/01/2023	\$7,765.00
00036763	H4681	SAN MARINO	05/01/2023	\$449.00
00036764	H00097	SAN MIGUEL APTS / SAN MIGUEL PROPERTIES LP	05/01/2023	\$1,293.00
00036765	H00174	CYNTHIA SANCHEZ	05/01/2023	\$1,085.00
00036766	H0858	PAT SARGENT	05/01/2023	\$1,553.00
00036767	H3340	JILL ANN SCHLEIFER	05/01/2023	\$3,433.00
00036768	H00187	SCOTT G JOE C/O PACIFIC TRUST MANAGEMENT	05/01/2023	\$1,119.00
00036769	H4485	SCWJ, LLC	05/01/2023	\$1,502.00
00036770	H4072	SERRANO WOODS, LP	05/01/2023	\$344.00
00036771	H00228	MARY E SHEN	05/01/2023	\$1,863.00
00036772	H00103	DAHNING SHIH	05/01/2023	\$2,125.00
00036773	H3699	SHREEVES PROPERTIES, LLC	05/01/2023	\$4,538.00
00036774	H00365	ANTHONY AND PATIENCE SHUTTS	05/01/2023	\$1,900.00
00036775	H3779	IRV D SIGEL	05/01/2023	\$1,790.00
00036776	H4150	SILVER COVE APARTMENTS, LP	05/01/2023	\$2,243.00
00036777	H4451	IRVIN SILVERSTEIN	05/01/2023	\$1,074.00
00036778	H1182	SINGING TREE	05/01/2023	\$1,475.00
00036779	H3459	BAY SIU	05/01/2023	\$1,623.00
00036780	H00293	SOBER SOLUTIONS	05/01/2023	\$1,805.00
00036781	H4778	SOCF, LLC	05/01/2023	\$944.00
00036782	H00243	SOMMERVILLE CONZELMAN CO LP	05/01/2023	\$5,966.00
00036783	H00288	JENNIFER SON	05/01/2023	\$1,970.00
00036784	H00055	LLC SOUTHCOAST CAPITAL HOLDINGS	05/01/2023	\$565.00
00036785	H1686	JAMES SPEARS	05/01/2023	\$2,531.00
00036786	H00244	SPICY LIVING LLC	05/01/2023	\$3,553.00
00036787	H4145	SPRINGDALE STREET APARTMENTS	05/01/2023	\$2,810.00
00036788	H3835	SPRINGSIDE, LLC	05/01/2023	\$10,791.00
00036789	H00337	STANDARD HERITAGE ANAHEIM OWNER LP	05/01/2023	\$1,923.00

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00036790	H4458	TRUST STANLEY A SIROTT	05/01/2023	\$1,872.00
00036791	H3038	STANTON GROUP THREE, LLC	05/01/2023	\$3,429.00
00036792	H4566	STANTON GROUP, LLC	05/01/2023	\$1,025.00
00036793	H1277	STEWART PROPERTIES	05/01/2023	\$1,585.00
00036794	H00142	PATRICIA J STEWART	05/01/2023	\$1,646.00
00036795	H0403	ERICA STIDHAM	05/01/2023	\$5,986.00
00036796	H00297	THUY NHIEU STRICKLAND	05/01/2023	\$1,867.00
00036797	H0359	STUART DRIVE/ROSE GARDEN APTS	05/01/2023	\$109,662.00
00036798	H1147	UN SU	05/01/2023	\$3,075.00
00036799	H2049	SUNGROVE SENIOR APTS	05/01/2023	\$24,865.00
00036800	H3805	SUNNYGATE, LLC	05/01/2023	\$14,026.00
00036801	H00108	SUNRISE APARTMENT HOMES	05/01/2023	\$2,744.00
00036802	H3766	SUNRISE VILLAGE PROPERTIES, LLC	05/01/2023	\$9,060.00
00036803	H4484	EMILE J SWEIDA	05/01/2023	\$1,424.00
00036804	H00170	EVELYN SY	05/01/2023	\$1,750.00
00036805	H4543	SYCAMORE COURT APARTMENTS	05/01/2023	\$14,062.00
00036806	H4449	VINH TA	05/01/2023	\$1,195.00
00036807	H4081	ALI TAHAMI	05/01/2023	\$1,963.00
00036808	H00094	TAMARACK WOODS A CALIFORNIA LP	05/01/2023	\$1,941.00
00036809	H3432	ENLIANG T TANG	05/01/2023	\$1,582.00
00036810	H00268	TARA HILL APARTMENT	05/01/2023	\$2,050.00
00036811	H00229	TDDM INVESTMENTS CORP	05/01/2023	\$2,913.00
00036812	H3527	TDT WASHINGTON, LLC	05/01/2023	\$3,989.00
00036813	H4653	TH 12622 MORNINGSIDE, LLC	05/01/2023	\$1,757.00
00036814	H2875	HENRY THACH	05/01/2023	\$2,764.00
00036815	H4731	LYNN THAI	05/01/2023	\$1,417.00
00036816	H00185	JAI PAUL THAKUR	05/01/2023	\$889.00
00036817	H00076	THE ARBORS-LAKE FOREST OWNER LLC	05/01/2023	\$1,368.00
00036818	H00052	THE CAMBRIDGE	05/01/2023	\$3,941.00
00036819	H00445	THE EDWARD APARTMENTS LLC	05/01/2023	\$1,418.00
00036820	H4391	THE FLORENTINE APTS	05/01/2023	\$1,964.00
00036821	H4390	THE MEDITERRANEAN APTS	05/01/2023	\$1,124.00
00036822	H4591	THE PALM GARDEN APTS LP	05/01/2023	\$1,385.00
00036823	H1007	THE ROSE GARDEN APTS	05/01/2023	\$13,149.00

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00036824	H4633	THSW PARTNERS, LLC	05/01/2023	\$6,162.00
00036825	H3260	ANA MARIA THULSIRAJ	05/01/2023	\$1,190.00
00036826	H00053	TIC INVESTMENT COMPANY LLC	05/01/2023	\$4,369.00
00036827	H00062	TIC INVESTMENT COMPANY	05/01/2023	\$4,553.00
00036828	H4599	TIC INVESTMENT COMPANY, LLC	05/01/2023	\$1,524.00
00036829	H4600	TIC INVESTMENT COMPANY, LLC	05/01/2023	\$1,274.00
00036830	H00060	TIC INVESTMENT LLC	05/01/2023	\$593.00
00036831	H00308	TJAC-PI LLC	05/01/2023	\$5,543.00
00036832	H4494	TLHA DOTY, LLC	05/01/2023	\$3,247.00
00036833	H4219	TLHA PALM, LLC	05/01/2023	\$1,823.00
00036834	H00207	TN INVESTMENTS GROUP LLC	05/01/2023	\$3,164.00
00036835	H00378	TN INVESTMENTS GROUP LLC	05/01/2023	\$2,237.00
00036836	H3827	TN INVESTMENTS GROUP, LLC	05/01/2023	\$13,135.00
00036837	H3828	TN INVESTMENTS GROUP, LLC	05/01/2023	\$1,437.00
00036838	H3829	TN INVESTMENTS GROUP, LLC	05/01/2023	\$1,545.00
00036839	H3831	TN INVESTMENTS GROUP, LLC	05/01/2023	\$1,355.00
00036840	H3939	TN INVESTMENTS PROPERTIES, LLC	05/01/2023	\$17,566.00
00036841	H4753	TNL PROPERTY, LLC	05/01/2023	\$2,451.00
00036842	H1212	KIMTRUNG THI TO	05/01/2023	\$1,581.00
00036843	H0855	VAN THU TO	05/01/2023	\$6,294.00
00036844	H4492	TOC TOC, LLC	05/01/2023	\$4,393.00
00036845	H00189	TRUSTEE TOMMY YING TUAN	05/01/2023	\$1,447.00
00036846	H1454	KHANH TON	05/01/2023	\$802.00
00036847	H3377	TAP THAT TON	05/01/2023	\$2,075.00
00036848	H00444	NANCY YAPING TONG	05/01/2023	\$1,916.00
00036849	H3902	TOPADVANCED, LLC	05/01/2023	\$3,544.00
00036850	H00370	TOWNE CENTRE AT ORANGE	05/01/2023	\$1,945.00
00036851	H00178	TR ENTERPRISE LLC	05/01/2023	\$2,779.00
00036852	H1789	TRAN'S APARTMENTS	05/01/2023	\$5,512.00
00036853	H4099	ANDREW TRAN	05/01/2023	\$746.00
00036854	H4407	ANDREW TRAN	05/01/2023	\$1,980.00
00036855	H7723	ANH TUYET T TRAN	05/01/2023	\$1,837.00
00036856	H4727	ANNA THI TRAN	05/01/2023	\$1,159.00
00036857	H4012	CATHY TRAN	05/01/2023	\$1,754.00

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00036858	H00156	DAT DOAN TRAN	05/01/2023	\$1,166.00
00036859	H00392	DUC M TRAN	05/01/2023	\$1,805.00
00036860	H3577	EDWARD T TRAN	05/01/2023	\$1,583.00
00036861	H2027	FREDERICK M TRAN	05/01/2023	\$1,179.00
00036862	H00102	HELENA TRAN	05/01/2023	\$1,896.00
00036863	H3646	HENRY TRAN	05/01/2023	\$1,269.00
00036864	H1203	JACLYN TRAN, HIEP OR TRAN	05/01/2023	\$1,234.00
00036865	H3554	HO VAN TRAN	05/01/2023	\$6,712.00
00036866	H3896	HOA TRAN	05/01/2023	\$737.00
00036867	H00124	HUE THI DANG TRAN	05/01/2023	\$1,619.00
00036868	H3456	HUNG QUOC TRAN	05/01/2023	\$1,528.00
00036869	H00044	HUONG TRAN	05/01/2023	\$2,735.00
00036870	H00057	HUYEN TRAN	05/01/2023	\$930.00
00036871	H3403	JANE TRAN	05/01/2023	\$1,838.00
00036872	H4270	JIM DUC TRAN	05/01/2023	\$1,658.00
00036873	H4698	JOHNNY TRAN	05/01/2023	\$4,316.00
00036874	H4251	JOSEPH QUANG TRAN	05/01/2023	\$963.00
00036875	H4499	JOSEPHINE TRAN	05/01/2023	\$2,226.00
00036876	H00171	KENNY TRAN	05/01/2023	\$2,466.00
00036877	H00195	KEVIN TRAN	05/01/2023	\$2,398.00
00036878	H4158	KEVIN THANH TRAN	05/01/2023	\$1,306.00
00036879	H00058	KIEU VAN TRAN	05/01/2023	\$2,539.00
00036880	H3517	KIM VAN TRAN	05/01/2023	\$3,541.00
00036881	H4276	LAY THI TRAN	05/01/2023	\$1,921.00
00036882	H4130	LOC H TRAN	05/01/2023	\$2,159.00
00036883	H4788	LONG QUOC TRAN	05/01/2023	\$1,371.00
00036884	H3775	LUCIA THUY TRAN	05/01/2023	\$1,055.00
00036885	H3442	MARY TRAN	05/01/2023	\$1,074.00
00036886	H4732	MINH TRAN	05/01/2023	\$1,152.00
00036887	H4059	MY T TRAN	05/01/2023	\$2,409.00
00036888	H4687	NGAN TRAN	05/01/2023	\$3,693.00
00036889	H3211	NGOC THI TRAN	05/01/2023	\$2,169.00
00036890	H4378	NHUT NGUYEN TRAN	05/01/2023	\$3,219.00
00036891	H3530	TAM ANH TRAN	05/01/2023	\$1,744.00

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00036892	H4198	TAM MINH TRAN	05/01/2023	\$1,847.00
00036893	H3742	THERESA T TRAN	05/01/2023	\$385.00
00036894	H3744	THERESA T TRAN	05/01/2023	\$1,491.00
00036895	H4291	THONG TRAN	05/01/2023	\$1,287.00
00036896	H3371	THU HUONG THI TRAN	05/01/2023	\$934.00
00036897	H4394	TIM TRAN	05/01/2023	\$2,093.00
00036898	H4573	TINA TRAN	05/01/2023	\$2,225.00
00036899	H00025	TONY TRAN	05/01/2023	\$2,074.00
00036900	H00073	TRANG P TRAN	05/01/2023	\$1,074.00
00036901	H3709	TRI TRAN	05/01/2023	\$1,548.00
00036902	H4507	TRUNG H TRAN	05/01/2023	\$1,383.00
00036903	H3163	TRUYEN & HELEN TRAN	05/01/2023	\$2,401.00
00036904	H3220	TU TRAN	05/01/2023	\$1,620.00
00036905	H3253	VICTORIA TRAN	05/01/2023	\$1,641.00
00036906	H0386	BAU TRAN	05/01/2023	\$1,040.00
00036907	H3227	PAUL TUAN DUC TRAN	05/01/2023	\$1,615.00
00036908	H2712	PHUONG THUY TRAN	05/01/2023	\$2,070.00
00036909	H1903	THU-HANG TRAN	05/01/2023	\$9,134.00
00036910	H2776	TUAN HUY TRAN	05/01/2023	\$930.00
00036911	H1166	TOM TRANG	05/01/2023	\$1,284.00
00036912	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	05/01/2023	\$508.00
00036913	H4136	HONG QUANG TRIEU	05/01/2023	\$1,433.00
00036914	H4266	NANCY TRIEU	05/01/2023	\$1,532.00
00036915	H2231	EMMA TRINH	05/01/2023	\$1,400.00
00036916	H00453	TAM T TRINH	05/01/2023	\$3,078.00
00036917	H3759	THANH-MAI TRINH	05/01/2023	\$3,090.00
00036918	H00385	THU XUAN TRINH	05/01/2023	\$1,193.00
00036919	H4356	TUAN TRINH	05/01/2023	\$1,871.00
00036920	H0536	TUNG XUAN TRINH	05/01/2023	\$1,841.00
00036921	H00351	TRIPLETS CASTLE LLC	05/01/2023	\$4,186.00
00036922	H3993	DUNG T TRUONG	05/01/2023	\$615.00
00036923	H00356	HOAN VU MINH TRUONG	05/01/2023	\$275.00
00036924	H00188	HUE AI TRUONG	05/01/2023	\$1,513.00

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00036925	H00201	JOHN TRUONG	05/01/2023	\$1,228.00
00036926	H2729	QUYEN MY TRUONG	05/01/2023	\$1,478.00
00036927	H1813	CAROLINE TSAI	05/01/2023	\$3,825.00
00036928	H4445	YUNGLIN & SHU-MEI TSAO	05/01/2023	\$1,885.00
00036929	H3867	TU BI THIEN TAM	05/01/2023	\$1,285.00
00036930	H8168	TUDOR GROVE	05/01/2023	\$81,738.00
00036931	H4536	TUSTIN AFFORDABLE HOUSING	05/01/2023	\$3,187.00
00036932	H4030	TUSTIN SOUTHERN APTS - OFFICE	05/01/2023	\$1,314.00
00036933	H00388	UDR HUNTINGTON VISTA LP DBA HUNTINGTON VISTA	05/01/2023	\$3,771.00
00036934	H9100	V W PROPERTY	05/01/2023	\$4,894.00
00036935	H00410	V&L PROPERTIES LLC	05/01/2023	\$1,825.00
00036936	H1541	CONNIE VALDEZ	05/01/2023	\$1,267.00
00036937	H00361	VALLEY VIEW SENIOR APARTMENTS LLC	05/01/2023	\$17,686.00
00036938	H00199	LISA TO VAN	05/01/2023	\$1,417.00
00036939	H0814	MINH XUONG VAN	05/01/2023	\$897.00
00036940	H4661	RONALD VAN	05/01/2023	\$3,606.00
00036941	H2755	ARTURO ENRIQUEZ VAZQUEZ	05/01/2023	\$2,784.00
00036942	H4392	VERSAILLES APTS	05/01/2023	\$3,386.00
00036943	H4553	VINTAGE CANYON SR APTS	05/01/2023	\$1,050.00
00036944	H4625	VINTAGE FLAGSHIP, LLC	05/01/2023	\$2,878.00
00036945	H3689	VJ SURGICAL, LLC	05/01/2023	\$2,430.00
00036946	H3628	VLE RENTAL, LLC	05/01/2023	\$10,290.00
00036947	H3132	HUNG MINH VO	05/01/2023	\$2,086.00
00036948	H4205	JEFF VO	05/01/2023	\$1,468.00
00036949	H2134	KHANH MAI VO	05/01/2023	\$6,954.00
00036950	H4531	LOAN VO	05/01/2023	\$1,906.00
00036951	H3938	LOC ANH VO	05/01/2023	\$1,185.00
00036952	H4787	MICKEY VO	05/01/2023	\$2,375.00
00036953	H00394	TRACY TRANG VO	05/01/2023	\$2,363.00
00036954	H1481	TINA NGA VOLE	05/01/2023	\$1,238.00
00036955	H3718	NIPA D VORA	05/01/2023	\$3,590.00
00036956	H3907	ANNIE VU	05/01/2023	\$1,662.00
00036957	H2123	DAT VU	05/01/2023	\$19,151.00
00036958	H00259	DIANA VU	05/01/2023	\$975.00

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00036959	H4560	HOA VU	05/01/2023	\$1,341.00
00036960	H3918	HUAN VU	05/01/2023	\$1,205.00
00036961	H00206	JADE NGOC VU	05/01/2023	\$1,826.00
00036962	H00211	KHUAT VU	05/01/2023	\$1,956.00
00036963	H4657	KRYSTINA VU	05/01/2023	\$1,485.00
00036964	H4197	LEO M VU	05/01/2023	\$1,873.00
00036965	H4549	MINH VU	05/01/2023	\$1,102.00
00036966	H3760	NAM H VU	05/01/2023	\$1,437.00
00036967	H3274	PHUONG MINH VU	05/01/2023	\$1,169.00
00036968	H00306	SHAWN VU	05/01/2023	\$1,484.00
00036969	H00074	SU T VU	05/01/2023	\$2,234.00
00036970	H00249	SUONG N VU	05/01/2023	\$1,284.00
00036971	H3823	TAN DUY VU	05/01/2023	\$3,259.00
00036972	H2823	TRUNG QUOC VU	05/01/2023	\$1,217.00
00036973	H0883	TUONG MANH VU	05/01/2023	\$2,536.00
00036974	H3612	VINCE HUNG VU	05/01/2023	\$2,514.00
00036975	H3928	VIVIAN VU	05/01/2023	\$866.00
00036976	H4807	YEN T VU	05/01/2023	\$2,075.00
00036977	H00034	HAO DUC VUONG	05/01/2023	\$1,392.00
00036978	H00226	HOA THI VUONG	05/01/2023	\$2,734.00
00036979	H00313	KAITHLYN VUONG	05/01/2023	\$1,719.00
00036980	H4642	DAVID WALD	05/01/2023	\$931.00
00036981	H9105	WALDEN APTS	05/01/2023	\$4,263.00
00036982	H1725	WALDEN GLEN APTS	05/01/2023	\$1,894.00
00036983	H4489	HO PONG WAN	05/01/2023	\$1,588.00
00036984	H2084	CHARLES WANG	05/01/2023	\$5,647.00
00036985	H2253	SUZY WANG	05/01/2023	\$3,503.00
00036986	H0867	IRVING WEISER	05/01/2023	\$2,250.00
00036987	H00419	WEISSER INVESTMENTS LLC	05/01/2023	\$9,749.00
00036988	H4530	WESLEY VILLAGE APARTMENTS	05/01/2023	\$3,050.00
00036989	H0442	HENRY B WESSELN	05/01/2023	\$2,058.00
00036990	H1238	WESTCHESTER PARK, LP	05/01/2023	\$1,748.00
00036991	H00144	WESTERN NATIONAL EL DORADO PARTNERS LP	05/01/2023	\$1,409.00
00036992	H3468	WESTLAKE APARTMENTS, LLC	05/01/2023	\$8,205.00

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00036993	H2684	WESTMINSTER HOUSING PARTNER, LP	05/01/2023	\$10,053.00
00036994	H1025	WESTPARK APTS	05/01/2023	\$2,108.00
00036995	H2986	CINDY OR ED WICK	05/01/2023	\$934.00
00036996	H00437	WILLIAMS STRATTON FAMILY LLC	05/01/2023	\$1,670.00
00036997	H0029	WILLOWICK ROYAL	05/01/2023	\$476.00
00036998	H4424	WILSHIRE CREST	05/01/2023	\$1,950.00
00036999	H4523	WINDMILL APARTMENTS	05/01/2023	\$4,853.00
00037000	H4608	WINDWOOD GLEN APTS	05/01/2023	\$1,195.00
00037001	H9109	WINNIE INVESTMENT	05/01/2023	\$7,311.00
00037002	H3286	WINSTON PLACE, LLC	05/01/2023	\$1,221.00
00037003	H4232	WONDERFUL IDEA, LLC	05/01/2023	\$1,462.00
00037004	H5169	GIN O WONG	05/01/2023	\$8,499.00
00037005	H00413	JULIA WONG	05/01/2023	\$1,604.00
00037006	H3592	PHILLIP WONG	05/01/2023	\$1,643.00
00037007	H4709	WOODBIDGE VILLAS APARTMENT HOMES	05/01/2023	\$1,216.00
00037008	H4762	WOODBIDGE WILLOWS	05/01/2023	\$4,141.00
00037009	H00184	XIAOLIN WU	05/01/2023	\$1,380.00
00037010	H00398	TINA PI-YU YAO	05/01/2023	\$1,356.00
00037011	H0165	LEON SHU YAU	05/01/2023	\$1,699.00
00037012	H4806	JIYUN YEOM	05/01/2023	\$2,808.00
00037013	H00190	JAIMIE L YIANG	05/01/2023	\$1,508.00
00037014	H00333	YORBA LINDA ALTRUDY LP	05/01/2023	\$1,008.00
00037015	H4168	HENRY H YOUNG	05/01/2023	\$1,686.00
00037016	H4596	EUGENIA ZASLAVSKY	05/01/2023	\$4,750.00
00037017	H3730	GEORGE ZHAO	05/01/2023	\$1,427.00
00686494	H00411	1600 W BROADWAY LLC	05/01/2023	\$1,939.00
00686495	H00284	8550 COMMONWEALTH AVENUE LLC	05/01/2023	\$1,302.00
00686496	H4194	WILLIAM ADAMS	05/01/2023	\$1,150.00
00686497	H00238	ADVANCE GLOBAL ASSET GROUP INC	05/01/2023	\$915.00
00686498	H00248	ADVANCED GROUP 05-85 A CAL LTD PARTNERSHIP	05/01/2023	\$1,428.00
00686499	H4534	ALISO VIEJO 621, LP	05/01/2023	\$1,306.00
00686500	H00290	ALLEPHESIANS 1, LLC	05/01/2023	\$1,730.00
00686501	H2616	ANAHEIM REVITALIZATION II PART	05/01/2023	\$2,628.00
00686502	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	05/01/2023	\$1,541.00

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00686503	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	05/01/2023	\$1,769.00
00686504	H7330	BAHIA VILLAGE MOBILEHOME PARK	05/01/2023	\$931.00
00686505	H00070	BRIDGE WF CA CRYSTAL VIEW LP	05/01/2023	\$2,499.00
00686506	H0950	RICHARD BUI JR	05/01/2023	\$2,428.00
00686507	H00155	CRYSTAL BUI	05/01/2023	\$1,904.00
00686508	H3596	JIMMY QUOC BUI	05/01/2023	\$3,813.00
00686509	H4355	LAN HUYNH NGOC BUI	05/01/2023	\$997.00
00686510	H0432	PHAT BUI	05/01/2023	\$2,945.00
00686511	H1455	SON MINH BUI	05/01/2023	\$1,400.00
00686512	H4756	TAN H BUI	05/01/2023	\$1,460.00
00686513	H4238	TINH TIEN BUI	05/01/2023	\$1,910.00
00686514	H00130	BUNGALOWS	05/01/2023	\$1,816.00
00686515	H00247	CASA LA VETA ASSOCIATES	05/01/2023	\$1,920.00
00686516	H00261	CASTILIAN A CA LP	05/01/2023	\$2,144.00
00686517	H9009	CHANTECLAIR APTS	05/01/2023	\$1,315.00
00686518	H00127	RICHARD N CHAO	05/01/2023	\$1,301.00
00686519	H2701	DAVID CHEN	05/01/2023	\$1,295.00
00686520	H4671	ROBERT CHRISTMAN	05/01/2023	\$2,646.00
00686521	H00358	ANH CHU	05/01/2023	\$1,818.00
00686522	H4617	MEI-LING CHU	05/01/2023	\$1,036.00
00686523	H4773	CMIF III CORONADO PALMS, LLC	05/01/2023	\$1,439.00
00686524	H00227	CORDOVA A CA LP	05/01/2023	\$3,988.00
00686525	H00344	CORTESIA AT RANCHO SANTA MARGARITA	05/01/2023	\$2,596.00
00686526	H4380	CRESTWOOD ON 7, LLC	05/01/2023	\$2,460.00
00686527	H00072	KHANH DANG	05/01/2023	\$1,382.00
00686528	H00106	HAROLD E DELONG	05/01/2023	\$1,347.00
00686529	H00323	NHI DIEP	05/01/2023	\$1,508.00
00686530	H4690	KIM-ANH T DINH	05/01/2023	\$6,769.00
00686531	H00446	CHINH DO	05/01/2023	\$2,581.00
00686532	H4533	MINH TAM DO	05/01/2023	\$1,344.00
00686533	H4222	THUAN DO	05/01/2023	\$1,338.00
00686534	H3422	DINH T DOAN	05/01/2023	\$1,310.00
00686535	H00043	MICHAEL DOAN	05/01/2023	\$1,206.00
00686536	H1395	HELMUT DONNER	05/01/2023	\$2,450.00

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00686537	H4348	LAN DUONG	05/01/2023	\$1,401.00
00686538	H00377	EIGHT 80 NEWPORT BEACH	05/01/2023	\$1,504.00
00686539	H4187	EL CAMINO LU, LLC	05/01/2023	\$1,793.00
00686540	H3075	EMERALD GARDENS APT	05/01/2023	\$805.00
00686541	H5060	EUCLID PARK APTS	05/01/2023	\$1,763.00
00686542	H00236	FENWAY APTS	05/01/2023	\$1,769.00
00686543	H4813	FENWAY PROPERTIES	05/01/2023	\$1,490.00
00686544	H00399	FIVE COVES	05/01/2023	\$1,911.00
00686545	H2768	DALE A FULLWOOD	05/01/2023	\$1,332.00
00686546	H00415	FUSION PROPERTY MANAGMENT COMPANY	05/01/2023	\$1,491.00
00686547	H4193	GROVE PARK, LLC	05/01/2023	\$4,082.00
00686548	H00389	HANNA PROPERTY INVESTMENTS LLC	05/01/2023	\$2,108.00
00686549	H3218	KULJIT HARA	05/01/2023	\$1,141.00
00686550	H1979	STEVE HARA	05/01/2023	\$6,490.00
00686551	H00221	HAUPT PROPERTIES, LLC C/O DROUIN REALTY	05/01/2023	\$1,040.00
00686552	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	05/01/2023	\$2,427.00
00686553	H1873	JAMES HOANG	05/01/2023	\$1,438.00
00686554	H3022	NICK HOFFMAN	05/01/2023	\$2,298.00
00686555	H00355	HOYT REAL ESTATE INC	05/01/2023	\$1,762.00
00686556	H00429	HTN RENTALS LLC	05/01/2023	\$2,525.00
00686557	H3140	CHONG WEI HUANG	05/01/2023	\$952.00
00686558	H00240	HUNTINGTON POINTE 2019 LP	05/01/2023	\$1,471.00
00686559	H4810	DOANH HUYNH	05/01/2023	\$1,628.00
00686560	H3473	NATALIE N HUYNH	05/01/2023	\$1,359.00
00686561	H00404	STEPHANIE HUYNH	05/01/2023	\$860.00
00686562	H3095	TRANG HUYNH	05/01/2023	\$4,198.00
00686563	H00329	IHLLC HOLDINGS I LLC	05/01/2023	\$2,501.00
00686564	H3801	IRVINE APARTMENT COMMUNITIES LP	05/01/2023	\$4,110.00
00686565	H00224	JAMES K SKEOCH DECEDENT'S TRUST	05/01/2023	\$3,732.00
00686566	H00254	STEPHEN JOHNSON	05/01/2023	\$1,477.00
00686567	H3109	LINDA JOHNSON	05/01/2023	\$2,598.00
00686568	H4584	JOON CHOI VDS APARTMENT LLC	05/01/2023	\$11,993.00
00686569	H2641	KDF HERMOSA, LP	05/01/2023	\$4,644.00
00686570	H3083	KDF MALABAR, LP	05/01/2023	\$35,689.00

**CITY OF GARDEN GROVE
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00686571	H2403	KDF SEA WIND, LP	05/01/2023	\$869.00
00686572	H00217	VI KIM	05/01/2023	\$1,548.00
00686573	H3683	WILLIAM KUNZMAN	05/01/2023	\$1,611.00
00686574	H00302	LA COSTA	05/01/2023	\$3,480.00
00686575	H00117	ANH T LAM	05/01/2023	\$796.00
00686576	H4284	LE FAMILY TRUST	05/01/2023	\$819.00
00686577	H1638	DON LE	05/01/2023	\$974.00
00686578	H00450	MICHAEL PHUC LE	05/01/2023	\$3,133.00
00686579	H1531	TRACEY LE	05/01/2023	\$1,420.00
00686580	H1423	VIET Q LE	05/01/2023	\$1,309.00
00686581	H0298	YENNHI LE	05/01/2023	\$1,133.00
00686582	H4132	HOABINH LE-MUNZER	05/01/2023	\$1,369.00
00686583	H00223	LAWRENCE B LEBLANC	05/01/2023	\$12,281.00
00686584	H4694	DOUG LEONG	05/01/2023	\$1,539.00
00686585	H00440	LEXINGTON COURTYARD MANAGEMENT LLC	05/01/2023	\$1,837.00
00686586	H0216	ALICE LIAO	05/01/2023	\$3,189.00
00686587	H00066	DAVID A LO	05/01/2023	\$1,741.00
00686588	H4765	MAI LUONG	05/01/2023	\$3,400.00
00686589	H00442	ANH KIM MA	05/01/2023	\$2,489.00
00686590	H0958	WILLIAM T MACDONALD	05/01/2023	\$5,595.00
00686591	H00132	DAVID E MADJE	05/01/2023	\$11,714.00
00686592	H00423	JOSE L MADRIGAL	05/01/2023	\$1,686.00
00686593	H1188	LARRY MAH	05/01/2023	\$1,230.00
00686594	H2333	HANH T MAI-NGUYEN	05/01/2023	\$1,585.00
00686595	H1861	TERRY MAMMEN	05/01/2023	\$4,963.00
00686596	H4675	ZHIYAN MAO	05/01/2023	\$2,836.00
00686597	H00279	ODETTE MIKHAIL	05/01/2023	\$1,715.00
00686598	H3043	MONARK, LP	05/01/2023	\$5,711.00
00686599	H0780	MONTEJO APARTMENTS	05/01/2023	\$3,662.00
00686600	H00353	MONTICELLO PROPERTY MANAGEMENT	05/01/2023	\$1,365.00
00686601	H00274	NEWPORT HOUSING PARTNERS LP	05/01/2023	\$1,782.00
00686602	H00152	BRIGHTON QUOC SI NGO	05/01/2023	\$1,387.00
00686603	H2386	MARY NGO	05/01/2023	\$6,188.00
00686604	H00114	AN NGUYEN	05/01/2023	\$802.00

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00686605	H00420	BAONGOC NGUYEN	05/01/2023	\$3,500.00
00686606	H1184	BICHLE T NGUYEN	05/01/2023	\$4,371.00
00686607	H00270	HAIHA NGUYEN	05/01/2023	\$1,651.00
00686608	H2192	HOC VAN NGUYEN	05/01/2023	\$2,237.00
00686609	H00397	JENNY NGUYEN	05/01/2023	\$2,027.00
00686610	H4473	MAI NGUYEN	05/01/2023	\$300.00
00686611	H00271	MINDY NGUYEN	05/01/2023	\$2,019.00
00686612	H00175	NAM V NGUYEN	05/01/2023	\$1,271.00
00686613	H4061	NGUYEN, NICOLE U	05/01/2023	\$609.00
00686614	H00405	RYAN NGUYEN	05/01/2023	\$2,159.00
00686615	H4529	STEVEN NGUYEN	05/01/2023	\$987.00
00686616	H9044	THANH VAN NGUYEN	05/01/2023	\$1,541.00
00686617	H4682	THUY T NGUYEN	05/01/2023	\$889.00
00686618	H00424	TU VAN NGUYEN	05/01/2023	\$1,783.00
00686619	H00332	TUAN NGUYEN	05/01/2023	\$1,595.00
00686620	H3103	NICOLE UYEN NGUYEN	05/01/2023	\$480.00
00686621	H2879	PAULINE KIMPHUNG NGUYEN	05/01/2023	\$4,799.00
00686622	H2526	SHERRY LIEU NGUYEN	05/01/2023	\$1,606.00
00686623	H1027	TON SANH NGUYEN	05/01/2023	\$1,305.00
00686624	H3114	TRACY NGUYEN	05/01/2023	\$2,493.00
00686625	H2699	THUY-TIEN NGUYEN-TU	05/01/2023	\$2,222.00
00686626	H3404	NORTHWOOD PLACE	05/01/2023	\$4,781.00
00686627	H00212	OCEAN BREEZE VILLAS	05/01/2023	\$4,471.00
00686628	H00041	OLIVIA THANH CAPITALS LLC	05/01/2023	\$2,397.00
00686629	H00291	PALM ISLAND SENIOR APARTMENTS	05/01/2023	\$8,115.00
00686630	H00395	PARK CENTER PLACE	05/01/2023	\$2,048.00
00686631	H00193	PARK RIDGE ENTERPRISE LP	05/01/2023	\$1,420.00
00686632	H2739	CHONG PIL PARK	05/01/2023	\$1,550.00
00686633	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	05/01/2023	\$1,994.00
00686634	H4582	ANH THI PHAM	05/01/2023	\$1,523.00
00686635	H00414	CUONG KIM PHAM	05/01/2023	\$1,865.00
00686636	H4800	DAVID VU PHAM	05/01/2023	\$1,687.00
00686637	H00150	DON PHU PHAM	05/01/2023	\$2,781.00
00686638	H00182	JULIE NGOC PHAM	05/01/2023	\$1,218.00

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00686639	H3817	QUYEN PHAM	05/01/2023	\$1,346.00
00686640	H1049	TUNG PHAM	05/01/2023	\$1,573.00
00686641	H00349	HARRISON PHAN	05/01/2023	\$1,450.00
00686642	H4786	HUNG PHAN	05/01/2023	\$2,873.00
00686643	H00303	JENNIFER PHAN	05/01/2023	\$1,247.00
00686644	H00316	PINES APARTMENTS	05/01/2023	\$2,150.00
00686645	H4509	PLAZA WOODS, LLC	05/01/2023	\$4,325.00
00686646	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	05/01/2023	\$1,748.00
00686647	H00320	PRALLE AND CASE NO. 2 LP	05/01/2023	\$1,559.00
00686648	H4353	RAYMOND AND LYNN RUAIS	05/01/2023	\$595.00
00686649	H00427	SAN JUAN A CA LP	05/01/2023	\$1,042.00
00686650	H00283	SANTA ANA HOUSING AUTHORITY	05/01/2023	\$6,463.65
00686651	H00325	SAVANNA BANANA LLC	05/01/2023	\$1,321.00
00686652	H3488	CELESTE SCHWERMANN	05/01/2023	\$1,150.00
00686653	H00322	SEA WIND 2016 LP	05/01/2023	\$567.00
00686654	H00317	SEQUOIA EQUITIES HIDDEN HILLS	05/01/2023	\$1,819.00
00686655	H4241	SILO NORTHEAST, LLC	05/01/2023	\$3,526.00
00686656	H4590	CATHY TA	05/01/2023	\$1,730.00
00686657	H00147	DANNY HOANG TA	05/01/2023	\$1,545.00
00686658	H00342	TDT BUSHARD, LLC	05/01/2023	\$866.00
00686659	H4409	TERESINA APARTMENTS	05/01/2023	\$1,311.00
00686660	H00113	THE HUNTINGTON PARTNERSHIP	05/01/2023	\$1,836.00
00686661	H00087	THE RETREAT AT MIDWAY CITY (WSH MANAGEMENT)	05/01/2023	\$3,087.00
00686662	H1959	THOMSON EQUITIES	05/01/2023	\$1,294.00
00686663	H6710	THOMSON EQUITIES	05/01/2023	\$1,369.00
00686664	H00422	TIC INVESTMENT COMPANY LLC	05/01/2023	\$2,041.00
00686665	H4720	TIC INVESTMENT COMPANY, LLC	05/01/2023	\$2,449.00
00686666	H4726	TIC INVESTMENT COMPANY, LLC	05/01/2023	\$7,961.00
00686667	H00257	TKN DBA GROVESIDE LLC	05/01/2023	\$1,410.00
00686668	H00343	TOMMY LEE & TIFFANY THUY PHAM	05/01/2023	\$1,313.00
00686669	H4616	VINH THAT TON	05/01/2023	\$1,887.00
00686670	H00075	IVY TONNU-MIHARA	05/01/2023	\$1,346.00
00686671	H00331	ANTHONY P TRAN	05/01/2023	\$1,355.00
00686672	H4688	ERIC TRAN	05/01/2023	\$486.00

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00686673	H00454	KELLY KHUONG TRAN	05/01/2023	\$2,927.00
00686674	H3686	LIEN KIM TRAN-NGUYEN	05/01/2023	\$1,006.00
00686675	H00273	TRIDER CORPORATION	05/01/2023	\$794.00
00686676	H4493	TRANG N TRINH	05/01/2023	\$1,301.00
00686677	H00056	LUCKY LUC TRUONG	05/01/2023	\$1,199.00
00686678	H2335	THUAN BICH TRUONG	05/01/2023	\$3,854.00
00686679	H2410	SON BICH TRUONG	05/01/2023	\$1,523.00
00686680	H0146	ANGELO S TURI	05/01/2023	\$2,721.00
00686681	H00338	UDR THE RESIDENCES AT BELLA TERRA	05/01/2023	\$1,907.00
00686682	H2982	MARCO VELASTEGUI	05/01/2023	\$1,754.00
00686683	H3943	VILLA CAPRI ESTATES	05/01/2023	\$2,116.00
00686684	H2717	THUA VINH	05/01/2023	\$857.00
00686685	H00373	VINKAYLA LLC	05/01/2023	\$2,119.00
00686686	H4662	VISTA DEL SOL APARTMENTS	05/01/2023	\$1,501.00
00686687	H9103	VISTA DEL SOL APTS	05/01/2023	\$1,375.00
00686688	H00430	BINH NGUYEN VO	05/01/2023	\$1,539.00
00686689	H1723	KIMCHI VO	05/01/2023	\$2,091.00
00686690	H00369	SAMANTHA VO	05/01/2023	\$1,616.00
00686691	H3476	TIN TRUNG VO	05/01/2023	\$1,502.00
00686692	H1805	VPM BRIDGES APTS	05/01/2023	\$707.00
00686693	H3637	VPM MANAGEMENT	05/01/2023	\$1,328.00
00686694	H3088	VPM SHER LANE, LP	05/01/2023	\$2,497.00
00686695	H00065	HUNG TRONG VU	05/01/2023	\$1,690.00
00686696	H00146	LONG DUC VU	05/01/2023	\$768.00
00686697	H2900	DANNY VU	05/01/2023	\$1,644.00
00686698	H00359	JIA PEIR WANG	05/01/2023	\$1,548.00
00686699	H0719	NEIL E WEST	05/01/2023	\$1,372.00
00686700	H00376	WHISPERING FOUNTAINS AT LAGUNA WOODS	05/01/2023	\$992.00
00686701	H1934	WINDSOR-DAWSON, LP	05/01/2023	\$4,743.00
00686702	H3429	WINDWOOD KNOLL APARTMENTS	05/01/2023	\$4,029.00
00686703	H00118	WOODBRIAGE APARTMENTS	05/01/2023	\$1,969.00
00686704	H3506	WOODBURY SQUARE	05/01/2023	\$1,748.00

EFT:	1,039	\$3,325,883.34
Check:	211	\$500,415.65
Total:	1,250	\$3,826,298.99



City of Garden Grove
Certificate of Warrants
Register Dates:
05/03/2023

This is to certify the demands covered by EFT numbers 00037018 through 00037047 and check numbers 00686705 through 00686789 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Warrant 00686788 has been voided

A handwritten signature in black ink, which appears to read 'Patricia Song'. The signature is written in a cursive, flowing style.

Finance Director
Patricia Song

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00037018	V03075	A3 COMMUNICATIONS, INC.	05/03/2023	\$44,953.74
00037019	V00093	ABSOLUTE INTERNATIONAL SECURITY	05/03/2023	\$111.38
00037020	V00422	ARC DOCUMENT SOLUTIONS, LLC	05/03/2023	\$152.01
00037021	V00657	CALIF FORENSIC PHLEBOTOMY, INC	05/03/2023	\$1,763.36
00037022	V00175	CALIFORNIA YELLOW CAB	05/03/2023	\$8,682.50
00037023	V00224	CDW-GOVERNMENT, INC	05/03/2023	\$277.58
00037024	V02708	CHC: CREATING HEALTHIER COMMUNITIES	05/03/2023	\$45.00
00037025	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	05/03/2023	\$3,178.28
00037026	V00259	DTNTECH MARKETING	05/03/2023	\$1,565.50
00037027	V01305	FLEMING ENVIRONMENTAL, INC	05/03/2023	\$450.00
00037028	V00103	GARDEN GROVE AUTOMOTIVE	05/03/2023	\$2,000.00
00037029	OTV000879	GARDEN GROVE POLICE ASSOCIATION	05/03/2023	\$17,595.83
00037030	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	05/03/2023	\$3,590.00
00037031	V00218	GRAINGER	05/03/2023	\$666.98
00037032	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	05/03/2023	\$55,223.48
00037033	V03068	NEXUS HOLDING LLC	05/03/2023	\$986.30
00037034	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	05/03/2023	\$3,311.67
00037035	V00136	ORANGE COUNTY WELDING, INC	05/03/2023	\$7,920.00
00037036	V00425	PETDATA	05/03/2023	\$2,378.00
00037037	V00222	SCP DISTRIBUTORS, LLC	05/03/2023	\$758.32
00037038	V01775	SHI INTERNATIONAL CORP	05/03/2023	\$5,164.14
00037039	V00250	SIMPSON CHEVROLET OF GG	05/03/2023	\$39.15
00037040	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	05/03/2023	\$915.00
00037041	V00228	SUPERION, LLC	05/03/2023	\$2,843.75
00037042	V01458	TOYOTA OF GARDEN GROVE	05/03/2023	\$7,500.00
00037043	V00826	WEST COAST ARBORISTS, INC	05/03/2023	\$30,124.25
00037044	V00341	ALLISON ASH-BURKE	05/03/2023	\$1,400.00
00037045	V03009	FAGO, TRAVIS	05/03/2023	\$1,225.00
00037046	V03169	WILFREDO COMBE LEON PRADO	05/03/2023	\$1,500.00
00037047	V02089	SHANNON WAINWRIGHT	05/03/2023	\$553.85
00686705	V00605	AARDVARK	05/03/2023	\$2,786.82
00686706	V01122	ADVANCED CAR CARE, INC	05/03/2023	\$3,194.51

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00686707	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	05/03/2023	\$2,895.83
00686708	V01113	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	05/03/2023	\$1,836.00
00686709	V00641	AQUA-METRIC SALES CO	05/03/2023	\$41,473.48
00686710	V00033	AT&T CORP	05/03/2023	\$11,955.39
00686711	V00145	AUTONATION FORD TUSTIN	05/03/2023	\$482.52
00686712	OTV002747	BOBERG ENGINEERING	05/03/2023	\$1,824.20
00686713	V01494	C G LANDSCAPE, INC	05/03/2023	\$1,573.00
00686714	V00655	C WELLS PIPELINE MATERIALS, INC	05/03/2023	\$22,735.47
00686715	V00176	CALIBER BODYWORKS, INC	05/03/2023	\$8,222.76
00686716	V02960	CAMDEN TRADESHOW AND EVENT FURNISHING, LLC	05/03/2023	\$3,426.25
00686717	V00660	CAMERON WELDING SUPPLY	05/03/2023	\$390.98
00686718	OTV002727	MARIELLA CAMPOS	05/03/2023	\$40.00
00686719	OTV002658	MINH CAO	05/03/2023	\$1,000.00
00686720	V03125	CHAMPION FIRE SYSTEMS, INC	05/03/2023	\$18,296.80
00686721	V00638	CITY OF ANAHEIM	05/03/2023	\$583.33
00686722	V00832	CITY OF WESTMINSTER	05/03/2023	\$600.00
00686723	V00579	COASTLINE EQUIPMENT	05/03/2023	\$725.12
00686724	V01151	COUNTY OF ORANGE DA'S OFFICE, ASSET FORFEITURE	05/03/2023	\$100,024.00
00686725	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	05/03/2023	\$63,599.90
00686726	OTV001891	FRANCIS CRUZ	05/03/2023	\$327.50
00686727	V00978	CUMMINS CAL PACIFIC, INC	05/03/2023	\$9,267.88
00686728	OTV002750	LANG DANG	05/03/2023	\$1,000.00
00686729	V00537	DANIELS TIRE SERVICE	05/03/2023	\$1,591.13
00686730	V00481	DATA TICKET, INC	05/03/2023	\$683.18
00686731	V02871	DBS ADMINISTRATORS, INC.	05/03/2023	\$7,038.61
00686732	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	05/03/2023	\$160.00
00686733	OTV002389	CURT ENSIGN	05/03/2023	\$1,000.00
00686734	V00233	FACTORY MOTOR PARTS CO BIN 139107	05/03/2023	\$2,059.65
00686735	V01196	FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY	05/03/2023	\$402.54
00686736	V00412	FEDERAL EXPRESS CORP	05/03/2023	\$16.50
00686737	V02053	FIELDMAN,ROLAPP & ASSC., INC	05/03/2023	\$3,075.00
00686738	V00502	FIREMASTER	05/03/2023	\$217.72
00686739	V01379	FIVESTAR RUBBER STAMP ETC, INC	05/03/2023	\$42.25

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00686740	V01207	FLEET SERVICES, INC	05/03/2023	\$187.44
00686741	V02257	FRANCHISE TAX BOARD	05/03/2023	\$1,167.70
00686742	V00686	FRONTIER COMMUNICATIONS	05/03/2023	\$1,291.65
00686743	V00054	GALLS LLC	05/03/2023	\$3,856.07
00686744	V01382	GARDEN GROVE NISSAN, LP	05/03/2023	\$3,500.00
00686745	V00097	GOLDENWEST LAWNMOWERS & SCOOTERS	05/03/2023	\$130.44
00686746	V02034	ICC OEC	05/03/2023	\$25.00
00686747	V00135	IMPERIAL SPRINKLER SUPPLY, INC	05/03/2023	\$1,391.08
00686748	V00297	KNOTT'S BERRY FARM	05/03/2023	\$3,550.00
00686749	V01411	MAGNUM OIL SPREADING, INC	05/03/2023	\$2,192.41
00686750	V00617	MEMA	05/03/2023	\$275.00
00686751	V00270	MONTROSE ENVIRONMENTAL SOLUTIONS	05/03/2023	\$9,405.57
00686752	H2386	MARY NGO	05/03/2023	\$5,848.00
00686753	OTV002749	JAMIE NGUYEN	05/03/2023	\$1,000.00
00686754	V00459	O'REILLY AUTO PARTS	05/03/2023	\$1,239.35
00686755	V00209	WHJ OCN,IND	05/03/2023	\$350.00
00686756	V00371	OFFICE DEPOT, INC	05/03/2023	\$3,706.69
00686757	OTV002748	JESSICA OLDENKAMP	05/03/2023	\$307.00
00686758	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	05/03/2023	\$150.00
00686759	V00756	PARKHOUSE TIRE, INC	05/03/2023	\$3,483.05
00686760	V01031	PL HAWN COMPANY, INC AIR FILTRATION & POLLUTION CO	05/03/2023	\$2,469.74
00686761	V00770	PROACTIVE CONSULTING GROUP, LLC	05/03/2023	\$2,100.00
00686762	V00070	RAY ALLEN MANUFACTURING, LLC	05/03/2023	\$145.06
00686763	H4353	RAYMOND AND LYNN RUAIS	05/03/2023	\$697.00
00686764	V01432	RAYMOND HANDLING SOLUTIONS, INC	05/03/2023	\$108.00
00686765	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	05/03/2023	\$33.35
00686766	V01157	SAF-T-FLO WATER SERVICES	05/03/2023	\$1,430.35
00686767	V00784	SHOETERIA	05/03/2023	\$1,188.29
00686768	OTV002751	KEVIN SMITH	05/03/2023	\$1,000.00
00686769	V01442	SOCIALWISE CONSULTING, LLC	05/03/2023	\$5,375.00
00686770	V00793	SOUTHERN CALIFORNIA GAS CO ML 711D	05/03/2023	\$575.00
00686771	V01784	SOUTHLAND MEDICAL, LLC	05/03/2023	\$324.48
00686772	V00795	SPARKLETTS	05/03/2023	\$188.88

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00686773	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	05/03/2023	\$24,543.25
00686774	V00213	STATE INDUSTRIAL PRODUCTS	05/03/2023	\$1,417.24
00686775	V00799	SUN BADGE COMPANY	05/03/2023	\$280.28
00686776	V01206	TOPAZ ALARM CORP	05/03/2023	\$75.00
00686777	V01123	TRANSAMERICA EMPLOYEE BENEFITS	05/03/2023	\$3,622.52
00686778	V00812	UNIFIRST CORP	05/03/2023	\$998.91
00686779	V01465	VOLKSWAGEN OF GARDEN GROVE	05/03/2023	\$1,000.00
00686780	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	05/03/2023	\$57,201.21
00686781	V00527	WALTERS WHOLESALE ELECTRIC	05/03/2023	\$2,373.66
00686782	V01634	WATER SOURCE SOLUTIONS, INC	05/03/2023	\$76.11
00686783	V00823	WATERLINE TECHNOLOGIES, INC	05/03/2023	\$2,923.52
00686784	V00564	WEST COUNTY TIRE & AUTO, INC	05/03/2023	\$1,118.73
00686785	V00134	WILLIAMS & MAHER, INC	05/03/2023	\$1,644.75
00686786	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	05/03/2023	\$36,555.44
00686787	V02962	YUNEX LLC	05/03/2023	\$2,316.94
00686789	V03059	SELECT ELECTRIC, INC.	05/03/2023	\$13,125.54
			EFT:	30 \$206,875.07
			Check:	84 \$522,513.02
			Total:	114 \$729,388.09



City of Garden Grove
Certificate of Warrants
Register Dates:
5/10/2023

This is to certify the demands covered by EFT numbers 00037048 through 00037074, and check numbers 00686790 through 00686961 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

A handwritten signature in black ink, appearing to read 'Patricia Song', positioned above a horizontal line.

Finance Director
Patricia Song

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AP - Checking Account

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00037048	V01479	AMAZON WEB SERVICES, INC	05/10/2023	\$3,922.43
00037049	V02922	AMERICAN WATER COLLEGE, LLC	05/10/2023	\$249.00
00037050	V00657	CALIF FORENSIC PHLEBOTOMY, INC	05/10/2023	\$2,534.83
00037051	V01042	CHARLES P CROWLEY CO, INC	05/10/2023	\$2,859.46
00037052	V00456	CIVOS, INC	05/10/2023	\$25,000.00
00037053	V00562	DOOLEY ENTERPRISES, INC	05/10/2023	\$5,701.59
00037054	V00259	DTNTECH MARKETING	05/10/2023	\$1,200.61
00037055	V03018	FLO-SERVICES, INC.	05/10/2023	\$7,000.60
00037056	V00218	GRAINGER	05/10/2023	\$3,047.25
00037057	V01779	GREENFIELDS OUTDOOR FITNESS	05/10/2023	\$68,428.68
00037058	V00243	INDOFF, INC	05/10/2023	\$3,795.46
00037059	V01391	INTELEPEER CLOUD COMMUNICATIONS, LLC	05/10/2023	\$2,246.54
00037060	V02883	INC. MOTION & FLOW CONTROL PRODUCTS	05/10/2023	\$61.19
00037061	V00082	NFINIT	05/10/2023	\$115.49
00037062	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	05/10/2023	\$939.49
00037063	V00210	PEST OPTIONS, INC	05/10/2023	\$1,905.00
00037064	V02733	PITNEY BOWES GLOBAL FINANCIAL SERVICES	05/10/2023	\$1,732.67
00037065	V00506	REDFLEX TRAFFIC SYSTEMS, INC	05/10/2023	\$32,986.80
00037066	V00615	STRAY CAT ALLIANCE	05/10/2023	\$6,275.88
00037067	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	05/10/2023	\$2,590.00
00037068	V00591	U S ARMOR CORP	05/10/2023	\$2,153.91
00037069	V02803	VALLEY MAINTENANCE CORP.	05/10/2023	\$11,846.00
00037070	V00817	VALLEY POWER SYSTEMS, INC	05/10/2023	\$798.59
00037071	V00035	VERITIV OPERATING COMPANY	05/10/2023	\$2,579.55
00037072	V00828	WEST COAST SAND & GRAVEL	05/10/2023	\$712.85
00037073	V03144	BRAZILIA ALTERATIONS	05/10/2023	\$553.00
00037074	V00288	EMMA S CLARK	05/10/2023	\$425.00
00686790	V00629	A-1 FENCE COMPANY	05/10/2023	\$1,151.00
00686791	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	05/10/2023	\$256.05
00686792	V00635	ALL CITY MANAGEMENT SERVICES, INC	05/10/2023	\$13,383.75
00686793	V01324	ALLIED NETWORK SOLUTIONS, INC	05/10/2023	\$14,320.00
00686794	OTV002044	RAMONA ROSEANNE ALVAREZ	05/10/2023	\$89.00
00686795	V00640	ANGELUS QUARRIES, INC	05/10/2023	\$60.68

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00686796	OTV002706	STEPHANIE MARIA ARANDA	05/10/2023	\$33.00
00686797	OTV002777	REYES ARELLANO	05/10/2023	\$50.61
00686798	OTV002200	ZHANNA ARUTYUNOVA	05/10/2023	\$13.00
00686799	V00145	AUTONATION FORD TUSTIN	05/10/2023	\$375.36
00686800	OTV002581	FARZANA BANIKZAI	05/10/2023	\$11.00
00686801	V00645	BARR AND CLARK, INC	05/10/2023	\$1,025.00
00686802	V00644	BC WIRE ROPE & RIGGING	05/10/2023	\$2,109.18
00686803	V00429	BEE REMOVERS	05/10/2023	\$145.00
00686804	OTV002752	JANNA BRADLEY	05/10/2023	\$2,500.00
00686805	V00649	BROWNELLS, INC	05/10/2023	\$556.42
00686806	V01038	BRUCE HALL LAND SURVEYOR, INC	05/10/2023	\$6,400.00
00686807	V02670	MYAH CHERIE BRUNSWICK	05/10/2023	\$21.00
00686808	OTV001837	PHUONG BUI	05/10/2023	\$105.00
00686809	V00561	CALIFORNIA BUILDING OFFICIALS	05/10/2023	\$2,820.00
00686810	V00660	CAMERON WELDING SUPPLY	05/10/2023	\$26.00
00686811	OTV002769	CANTOR GROUP II C/O VIERERGRUPPE MGMT	05/10/2023	\$1,532.11
00686812	OTV002582	MARICELA CARDENAS-CORDOVA	05/10/2023	\$134.00
00686813	V00554	CARL WARREN & CO	05/10/2023	\$1,350.00
00686814	OTV002405	CHRISTOPHER MICHAEL CASEY	05/10/2023	\$117.00
00686815	OTV002772	PATRICIA CASTILLO	05/10/2023	\$13.18
00686816	V01059	CHEMEX INDUSTRIES	05/10/2023	\$927.11
00686817	OTV002702	DESIREE MONIQUE CISNEROS	05/10/2023	\$41.00
00686818	OTV002773	RACHELE CONCEPTION	05/10/2023	\$13.95
00686819	V00667	CONTINENTAL CONCRETE CUTTING	05/10/2023	\$5,720.00
00686820	V00620	COUNTY OF ORANGE	05/10/2023	\$437.97
00686821	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	05/10/2023	\$58,712.00
00686822	V02819	D.S. CUSTOM LINENS, INC.	05/10/2023	\$8.86
00686823	OTV002753	DAISY NAIL PRODUCTS, INC.	05/10/2023	\$2,221.66
00686824	OTV002784	IAN DALMACIO	05/10/2023	\$1.35
00686825	OTV002767	LONG DANG	05/10/2023	\$8.54
00686826	V00481	DATA TICKET, INC	05/10/2023	\$448.00
00686827	V02600	DAVE BANG ASSOCIATES INC OF CA	05/10/2023	\$2,954.66
00686828	OTV002255	ELIZABETH ASCENCION DE LA CRUZ	05/10/2023	\$133.00
00686829	V00184	DIAMOND ENVIRONMENTAL SERVICES	05/10/2023	\$1,035.14

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00686830	V02200	DIANA LING CHEN	05/10/2023	\$9.00
00686831	V01089	DISPENSING TECHNOLOGY CORP	05/10/2023	\$2,452.58
00686832	OTV002768	THI DUONG	05/10/2023	\$14.30
00686833	V00233	FACTORY MOTOR PARTS CO BIN 139107	05/10/2023	\$136.78
00686834	V02204	FAMILIES FORWARD, INC.	05/10/2023	\$6,836.24
00686835	V00412	FEDERAL EXPRESS CORP	05/10/2023	\$59.05
00686836	V00276	FG SOLUTIONS, LLC	05/10/2023	\$9,061.04
00686837	OTV002758	JOSEPHINE L FISH	05/10/2023	\$164.73
00686838	V01207	FLEET SERVICES, INC	05/10/2023	\$247.28
00686839	OTV002775	TERRI FORD	05/10/2023	\$17.03
00686840	V00009	FORENSIC NURSE SPECIALISTS, INC	05/10/2023	\$1,800.00
00686841	V00143	FRYE SIGN CO	05/10/2023	\$193.95
00686842	V00054	GALLS LLC	05/10/2023	\$179.32
00686843	V00696	GARDEN GROVE UNIFIED SCHOOL DIST	05/10/2023	\$596.15
00686844	OTV002404	BRYAN D GILMORE	05/10/2023	\$89.00
00686845	V00588	GMS AUTOGLASS	05/10/2023	\$516.52
00686846	V01746	GMU GEOTECHNICAL, INC	05/10/2023	\$11,658.50
00686847	OTV002585	EZRA JOSIAH GOMEZ	05/10/2023	\$31.00
00686848	OTV002705	RODOLFO GOMEZ	05/10/2023	\$16.00
00686849	OTV002506	IESHA LINETTE GONZALEZ SALAZAR	05/10/2023	\$16.00
00686850	OTV002762	GRACES HOME CARE	05/10/2023	\$750.57
00686851	OTV002764	GRISWOLD LAW APC	05/10/2023	\$70.94
00686852	V00706	HAAKER EQUIPMENT COMPANY	05/10/2023	\$6,166.07
00686853	OTV001961	PAUL ST JOHN HARDIE	05/10/2023	\$93.00
00686854	OTV002004	ROBERT JAMES HARVEY	05/10/2023	\$122.00
00686855	V00602	HDL COREN & CONE	05/10/2023	\$6,041.25
00686856	OTV002201	BRIAN ANTHONY HILDBRAND SR	05/10/2023	\$26.00
00686857	V00711	HILL'S BROS LOCK & SAFE, INC	05/10/2023	\$194.55
00686858	V00712	HINDERLITER, DE LLAMAS & ASSOCIATES	05/10/2023	\$2,250.00
00686859	OTV002652	ALAN HO	05/10/2023	\$36.00
00686860	OTV002507	THOMAS JEFFREY HURST	05/10/2023	\$91.00
00686861	V01060	IAPMO	05/10/2023	\$325.00
00686862	V00135	IMPERIAL SPRINKLER SUPPLY, INC	05/10/2023	\$1,198.49
00686863	V00717	J & M SERVICE, INC	05/10/2023	\$125.01

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00686864	V00719	JAY'S CATERING	05/10/2023	\$402.36
00686865	V00071	JM NURSERY	05/10/2023	\$348.00
00686866	OTV001154	JOHN PAUL ZEMPOALTECA	05/10/2023	\$45.00
00686867	V00724	KLEINFELDER WEST, INC	05/10/2023	\$1,763.00
00686868	OTV002785	GREG KOSEK	05/10/2023	\$74.00
00686869	V00435	LANGUAGE LINE SERVICES	05/10/2023	\$120.32
00686870	OTV002584	BETHANY RACHEL LARSON	05/10/2023	\$32.00
00686871	V00728	LAWSON PRODUCTS, INC	05/10/2023	\$985.39
00686872	OTV002776	KEVIN LE	05/10/2023	\$54.32
00686873	OTV001999	ANH THI LE	05/10/2023	\$29.00
00686874	OTV002783	LAN THITUYET LE	05/10/2023	\$58.85
00686875	OTV002786	LONG V. LE	05/10/2023	\$520.00
00686876	V02341	THAIHIEN DINHPHUONG LE	05/10/2023	\$55.00
00686877	OTV002771	TAK MING LEUNG	05/10/2023	\$3.38
00686878	V00402	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	05/10/2023	\$495.00
00686879	V01563	LIFE-ASSIST, INC	05/10/2023	\$194.01
00686880	V01411	MAGNUM OIL SPREADING, INC	05/10/2023	\$424.78
00686881	OTV002327	SUN YEONG MOON	05/10/2023	\$17.00
00686882	OTV002782	VERA MORGAN	05/10/2023	\$22.08
00686883	OTV002703	HOI GIA NGO	05/10/2023	\$154.00
00686884	V02035	JULIE NGUYEN	05/10/2023	\$119.00
00686885	OTV002701	KHANH HONG NGUYEN	05/10/2023	\$53.00
00686886	OTV002781	MINH-HUNG NGUYEN	05/10/2023	\$43.38
00686887	OTV002656	PHUONG TUYET NGUYEN	05/10/2023	\$177.00
00686888	OTV002756	STEVEN NGUYEN	05/10/2023	\$1,078.90
00686889	OTV002505	THUY NGUYEN	05/10/2023	\$12.00
00686890	OTV002043	LYNDA OAKLEY-HARE	05/10/2023	\$30.00
00686891	V00209	WHJ OCN, IND	05/10/2023	\$1,095.00
00686892	V01424	PACIFIC COAST ENTERTAINMENT	05/10/2023	\$420.00
00686893	V00164	PACIFIC MEDICAL CLINIC	05/10/2023	\$30.00
00686894	OTV002757	PACIFIC WEST COMMUNITIES	05/10/2023	\$10,000.00
00686895	V00756	PARKHOUSE TIRE, INC	05/10/2023	\$1,957.56
00686896	V00598	PARKWOOD LANDSCAPE MAINTENANCE, INC	05/10/2023	\$13,552.25
00686897	OTV002704	RICHARD ARMANDO PEREZ	05/10/2023	\$112.00

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00686898	V00761	PETTY CASH - MUN SRVC CTR	05/10/2023	\$701.23
00686899	V00762	PETTY CASH-SPEC INVESTIGATIONS	05/10/2023	\$8,479.00
00686900	OTV002761	ROBERT P POITRAS	05/10/2023	\$63.20
00686901	OTV002766	ZINA QUIGLEY	05/10/2023	\$239.51
00686902	OTV002654	MARIELA Y DIAZ RAMIREZ	05/10/2023	\$46.00
00686903	OTV002252	RAMONA MARIE RAMOS	05/10/2023	\$34.00
00686904	OTV000693	CASSANDRA MARIE RAZO	05/10/2023	\$70.00
00686905	OTV001898	PATRICIA PENA RODRIGUEZ	05/10/2023	\$70.00
00686906	OTV001839	EDGAR ROMAN	05/10/2023	\$43.00
00686907	OTV002699	JASMIN ROSE ROMERO	05/10/2023	\$235.00
00686908	OTV002406	DAVID DONALD ROOTEN	05/10/2023	\$120.00
00686909	OTV001153	ROSA NGUYEN	05/10/2023	\$16.00
00686910	V02990	GLENN ROSS	05/10/2023	\$137.50
00686911	OTV002755	RHEA SOMER RUSTAN	05/10/2023	\$129.00
00686912	V00525	RYAN HERCO PRODUCTS CORP	05/10/2023	\$165.88
00686913	OTV002698	ALEXUS FAITH SALDATE	05/10/2023	\$95.00
00686914	V02926	SCA OF CA, LLC	05/10/2023	\$119,641.23
00686915	OTV002481	MICHAL ALFRED SCOTT JR	05/10/2023	\$89.00
00686916	OTV002655	MELINDA KAY SEAMAN	05/10/2023	\$36.00
00686917	V01612	SENFTEEN INC	05/10/2023	\$700.00
00686918	OTV002780	GRACE SHIM	05/10/2023	\$25.49
00686919	V00784	SHOETERIA	05/10/2023	\$240.00
00686920	OTV002770	CHERYL SHULTS	05/10/2023	\$71.24
00686921	V00003	SIGNARAMA	05/10/2023	\$765.00
00686922	V01434	SIMON PETTROW	05/10/2023	\$1,991.22
00686923	V00225	SITEONE LANDSCAPE SUPPLY HLDING	05/10/2023	\$1,110.83
00686924	V00788	SOUTH COAST AQMD	05/10/2023	\$153.23
00686925	V00788	SOUTH COAST AQMD	05/10/2023	\$153.23
00686926	V00367	SOUTHERN COMPUTER WAREHOUSE	05/10/2023	\$649.05
00686927	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	05/10/2023	\$1,257.20
00686928	V00795	SPARKLETTS	05/10/2023	\$57.60
00686929	V00799	SUN BADGE COMPANY	05/10/2023	\$140.14
00686930	OTV002477	FRANK DELANO SWIFT	05/10/2023	\$64.00
00686931	V01389	THE HOME DEPOT PRO	05/10/2023	\$529.22

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00686932	V00200	THE OLSON COMPANY	05/10/2023	\$972.00
00686933	V00212	THE SHERWIN-WILLIAMS CO	05/10/2023	\$601.20
00686934	OTV001857	JENNIFER D. TILZER	05/10/2023	\$20.00
00686935	OTV002746	ANTHONY TON	05/10/2023	\$14.30
00686936	OTV002760	BICHHUYEN TONG	05/10/2023	\$13.32
00686937	OTV002480	SALLY TORRES	05/10/2023	\$45.00
00686938	OTV002778	VINCENT TRAN	05/10/2023	\$58.54
00686939	OTV001694	DUNG KIM TRAN	05/10/2023	\$102.00
00686940	OTV002779	HAO TRAN	05/10/2023	\$36.51
00686941	OTV001743	NIKKI TRAN	05/10/2023	\$78.00
00686942	OTV002774	TAI TRAN	05/10/2023	\$55.70
00686943	OTV002763	DAVID TREICHLER	05/10/2023	\$14.51
00686944	V02019	MY-NGOC THI TRINH	05/10/2023	\$13.00
00686945	OTV001918	KHAI DUC TU	05/10/2023	\$16.00
00686946	OTV002754	LYNN HUE TRUONG TU	05/10/2023	\$22.00
00686947	V01975	DOMINGA TURNER	05/10/2023	\$39.00
00686948	V03138	U.S. NATIONAL CORP	05/10/2023	\$39,000.00
00686949	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	05/10/2023	\$653.22
00686950	V00814	UNITED PARCEL SERVICE	05/10/2023	\$16.93
00686951	V01948	RENEE LYNN VICTOR	05/10/2023	\$31.00
00686952	OTV002700	RUBEN VILLA	05/10/2023	\$42.00
00686953	OTV002736	HUE VAN VO	05/10/2023	\$20.83
00686954	OTV002759	TRUNG M VO	05/10/2023	\$48.20
00686955	OTV002407	DEASIRAY ERICA WADE	05/10/2023	\$125.00
00686956	OTV001921	KIMBERLY WEST	05/10/2023	\$7.00
00686957	V01044	WESTERN WATER WORKS	05/10/2023	\$3,730.13
00686958	OTV002765	JOSEPH WITT	05/10/2023	\$20.46
00686959	V00112	WM OF SOUTHERN CALIFORNIA	05/10/2023	\$442.00
00686960	V00582	WOODRUFF & SMART, A PROFESSIONAL CORP	05/10/2023	\$1,774.74
00686961	V01208	YO-FIRE SUPPLIES	05/10/2023	\$1,130.28
			EFT: 27	\$191,661.87
			Check: 172	\$394,783.38
			Total: 199	\$586,445.25



City of Garden Grove
Certificate of Warrants
Register Dates:
05/17/2023

This is to certify the demands covered by Wire number 00001604, EFT numbers 00037075 through 00037111, and check numbers 00686962 through 00687063 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Warrant 687032 has been voided

A handwritten signature in black ink, which appears to read 'Patricia Song'. The signature is fluid and cursive, written over a horizontal line.

Finance Director
Patricia Song

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

**Check Dates Between May 11, 2023 and May 17, 2023
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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001604	V00792	SO CALIF GAS CO	05/17/2023	\$1,378.80
00037075	V00133	2-1-1 ORANGE COUNTY	05/17/2023	\$2,560.50
00037076	V02878	ADMIRAL PEST CONTROL, INC.	05/17/2023	\$654.00
00037077	V00422	ARC DOCUMENT SOLUTIONS, LLC	05/17/2023	\$325.39
00037078	V00430	CANNON CORPORATION	05/17/2023	\$1,998.00
00037079	V01042	CHARLES P CROWLEY CO, INC	05/17/2023	\$2,838.75
00037080	V02708	CHC: CREATING HEALTHIER COMMUNITIES	05/17/2023	\$45.00
00037081	V01036	CITIBANK %CITIGROUP	05/17/2023	\$15,513.25
00037082	V00281	DAVIS FARR, LLP	05/17/2023	\$25,435.00
00037083	V00259	DTNTECH MARKETING	05/17/2023	\$437.18
00037084	V00679	ENTERPRISE FLEET MGMT, INC	05/17/2023	\$4,623.80
00037085	V01305	FLEMING ENVIRONMENTAL, INC	05/17/2023	\$1,647.20
00037086	OTV000879	GARDEN GROVE POLICE ASSOCIATION	05/17/2023	\$17,595.83
00037087	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	05/17/2023	\$3,590.00
00037088	V00218	GRAINGER	05/17/2023	\$4,875.07
00037089	V00223	ICC INTERNATIONAL CODE COUNCIL	05/17/2023	\$23.92
00037090	V00716	INTERVAL HOUSE	05/17/2023	\$22,312.39
00037091	V01286	JTB SUPPLY CO, INC	05/17/2023	\$5,296.13
00037092	V03000	LANCE, SOLL & LUNGHARD LLP	05/17/2023	\$220.00
00037093	V02861	LUBRICATION ENGINEERS, INC.	05/17/2023	\$521.64
00037094	V02752	MICHAEL BAKER INTERNATIONAL, INC.	05/17/2023	\$26,740.00
00037095	V02866	MIND OC	05/17/2023	\$74,675.76
00037096	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	05/17/2023	\$46,433.15
00037097	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	05/17/2023	\$3,347.67
00037098	V02946	PAT WEST LLC	05/17/2023	\$2,750.00
00037099	V02870	PLACEWORKS, INC.	05/17/2023	\$468.78
00037100	V03020	PROJECT FINANCE ADVISORY LIMITED	05/17/2023	\$82,913.68
00037101	V00401	REPUBLIC WASTE SERVICES OF SO CALIFORNIA, LLC	05/17/2023	\$584,282.04
00037102	V00222	SCP DISTRIBUTORS, LLC	05/17/2023	\$262.64
00037103	V02950	SHELTER PROVIDERS OF ORANGE COUNTY, INC	05/17/2023	\$1,437.50
00037104	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	05/17/2023	\$1,197.00
00037105	V03085	T.E. ROBERTS INC.	05/17/2023	\$379,054.42

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037106	V02539	THE SOLIS GROUP	05/17/2023	\$222.00
00037107	V00817	VALLEY POWER SYSTEMS, INC	05/17/2023	\$94.20
00037108	V00104	WALLACE & ASSOCIATES	05/17/2023	\$18,992.00
00037109	V01469	WEST YOST ASSOCIATES, INC.	05/17/2023	\$26,932.17
00037110	V03009	FAGO, TRAVIS	05/17/2023	\$600.00
00037111	V02089	SHANNON WAINWRIGHT	05/17/2023	\$553.85
00686962	V00029	SIEMENS INDUSTRY, INC	05/17/2023	\$3,061.31
00686963	V01500	ACTION DOOR REPAIR CORP	05/17/2023	\$993.98
00686964	V01697	AECOM TECHNICAL SERVICES, INC	05/17/2023	\$718.50
00686965	V01502	AGRI-TURF DISTRIBUTING	05/17/2023	\$71.42
00686966	V00635	ALL CITY MANAGEMENT SERVICES, INC	05/17/2023	\$13,319.55
00686967	V00507	AMERICAN ASPHALT SOUTH, INC	05/17/2023	\$79,530.28
00686968	V00639	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV	05/17/2023	\$1,050.00
00686969	V02328	APPLEONE EMPLOYMENT SERVICES	05/17/2023	\$656.37
00686970	V00641	AQUA-METRIC SALES CO	05/17/2023	\$29,174.74
00686971	V00599	ARROW TOOLS FASTENERS & SAW, INC	05/17/2023	\$110.10
00686972	V00391	AUTOZONE STORES, INC	05/17/2023	\$2,543.71
00686973	V00645	BARR AND CLARK, INC	05/17/2023	\$1,595.00
00686974	V00150	BILL'S SOUND & SECURITY	05/17/2023	\$9,897.00
00686975	V01512	BROCO, INC	05/17/2023	\$1,185.25
00686976	OTV002792	KAREN BUI	05/17/2023	\$1,000.00
00686977	OTV002791	BUILDPRO	05/17/2023	\$1,000.00
00686978	V00561	CALIFORNIA BUILDING OFFICIALS	05/17/2023	\$2,750.00
00686979	V00561	CALIFORNIA BUILDING OFFICIALS	05/17/2023	\$70.00
00686980	OTV002658	MINH CAO	05/17/2023	\$1,000.00
00686981	V00554	CARL WARREN & CO	05/17/2023	\$6,359.00
00686982	V00076	CELLEBRITE USA, INC	05/17/2023	\$5,307.00
00686983	V01059	CHEMEX INDUSTRIES	05/17/2023	\$2,891.76
00686984	V00664	CIVILTEC ENGINEERING, INC	05/17/2023	\$360.00
00686985	V00579	COASTLINE EQUIPMENT	05/17/2023	\$677.32
00686986	V02224	COLETTE'S CHILDREN'S HOME, INC.	05/17/2023	\$6,713.01
00686987	V00546	COMMUNITY SENIORSERV	05/17/2023	\$5,000.00
00686988	V00667	CONTINENTAL CONCRETE CUTTING, INC.	05/17/2023	\$1,542.00
00686989	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	05/17/2023	\$33,102.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00686990	V02871	DBS ADMINISTRATORS, INC.	05/17/2023	\$7,038.61
00686991	V03026	ENCORE GROUP (USA) LLC	05/17/2023	\$14,441.18
00686992	OTV002793	SANDRA ESTRADA	05/17/2023	\$1,000.00
00686993	V00682	EWING IRRIGATION PRODUCTS, INC	05/17/2023	\$118.62
00686994	V00336	EXCLUSIVE AUTO DETAIL	05/17/2023	\$918.00
00686995	V00684	EXPERIAN INFO SOLUTIONS, INC	05/17/2023	\$78.00
00686996	V00233	FACTORY MOTOR PARTS CO BIN 139107	05/17/2023	\$295.60
00686997	V00623	FAIR HOUSING FOUNDATION	05/17/2023	\$5,755.04
00686998	V00829	FERGUSON ENTERPRISES, INC 1350	05/17/2023	\$1,822.80
00686999	V00502	FIREMASTER	05/17/2023	\$613.13
00687000	V01379	FIVESTAR RUBBER STAMP ETC, INC	05/17/2023	\$162.25
00687001	V02257	FRANCHISE TAX BOARD	05/17/2023	\$686.51
00687002	V00054	GALLS LLC	05/17/2023	\$717.74
00687003	V01055	GARDEN GROVE POLICE ASSOC RETIREE MEDICAL TRUST	05/17/2023	\$46,138.00
00687004	OTV002204	AIMEE GURNEA	05/17/2023	\$160.00
00687005	OTV002789	ADRIANA GUTIERREZ	05/17/2023	\$1,000.00
00687006	V02116	HABITAT FOR HUMANITY OF ORANGE COUNTY, INC.	05/17/2023	\$28,236.59
00687007	V02182	HARMONY LAB & SAFETY SUPPLIES	05/17/2023	\$150.88
00687008	V00503	HF&H CONSULTANTS, LLC	05/17/2023	\$10,523.90
00687009	V00711	HILL'S BROS LOCK & SAFE, INC	05/17/2023	\$3,202.84
00687010	V02308	HIRSCH PIPE & SUPPLY CO. INC	05/17/2023	\$998.24
00687011	OTV002794	XUAN HOANG	05/17/2023	\$1,000.00
00687012	V00531	IRV SEAVER MOTORCYCLES	05/17/2023	\$658.63
00687013	V00720	JOHNSTONE SUPPLY	05/17/2023	\$368.43
00687014	V03172	JRBADGES, LLC	05/17/2023	\$1,303.13
00687015	V01750	KELLY ASSOCIATES MANAGEMENTGROUP, LLC	05/17/2023	\$550.00
00687016	V00725	KNORR SYSTEMS, INC	05/17/2023	\$713.62
00687017	V00435	LANGUAGE LINE SERVICES	05/17/2023	\$111.86
00687018	V00769	LEGAL SHIELD	05/17/2023	\$650.75
00687019	V00610	LT PROPERTIES	05/17/2023	\$19,458.55
00687020	V01411	MAGNUM OIL SPREADING, INC	05/17/2023	\$781.04
00687021	OTV002787	MONICA MARTINEZ	05/17/2023	\$210.00
00687022	V00206	MCCALL'S METER SALES & SERVICE	05/17/2023	\$570.89

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687023	V00020	MCFADDEN DALE INDUSTRIAL HARDWARE	05/17/2023	\$73.92
00687024	V00737	MERCHANTS BLDG MAINT, LLC	05/17/2023	\$5,748.32
00687025	V00151	MERCY HOUSE LIVING CENTERS	05/17/2023	\$3,853.55
00687026	V01177	METROLINK TRAINS	05/17/2023	\$777.00
00687027	V03178	DANNY MORENO	05/17/2023	\$275.00
00687028	V01280	NATIONAL CREDIT REPORTING	05/17/2023	\$111.60
00687029	OTV002790	BINH CONG NGUYEN	05/17/2023	\$1,000.00
00687030	OTV002788	TERRI NGUYEN	05/17/2023	\$1,244.36
00687031	V00551	OC HOUSING AUTHORITY	05/17/2023	\$6,000.00
00687033	V00530	ORANGE COUNTY APPLIANCE PARTS	05/17/2023	\$85.44
00687034	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	05/17/2023	\$100.00
00687035	V01649	ORANGE COUNTY TRANSIT AUTHORITY	05/17/2023	\$4,196.92
00687036	V01586	PACIFIC TRUCK EQUIPMENT INC	05/17/2023	\$11,313.54
00687037	OTV002693	HUYEN THI KHAI PHAM	05/17/2023	\$196.14
00687038	V00744	R J NOBLE COMPANY	05/17/2023	\$502,146.25
00687039	V02618	R3 CONSULTING GROUP	05/17/2023	\$2,137.50
00687040	V00525	RYAN HERCO PRODUCTS CORP	05/17/2023	\$84.94
00687041	V00779	S C YAMAMOTO, INC	05/17/2023	\$77.00
00687042	V00780	SAFETY 1st PEST CONTROL, INC	05/17/2023	\$2,900.00
00687043	V02926	SCA OF CA, LLC	05/17/2023	\$66,116.83
00687044	V00542	SCHORR METALS, INC	05/17/2023	\$30.56
00687045	V00785	SHRED CONFIDENTIAL, INC	05/17/2023	\$232.31
00687046	V00160	SOUTHERN COUNTIES OIL COMPANY	05/17/2023	\$32,081.99
00687047	V00213	STATE INDUSTRIAL PRODUCTS	05/17/2023	\$2,360.75
00687048	V00656	STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS	05/17/2023	\$675.00
00687049	V01389	THE HOME DEPOT PRO	05/17/2023	\$2,673.58
00687050	V02203	THE ILLUMINATION FOUNDATION	05/17/2023	\$15,500.04
00687051	V00809	TURBO DATA SYSTEMS, INC	05/17/2023	\$11,918.21
00687052	V00812	UNIFIRST CORP	05/17/2023	\$1,235.82
00687053	V00814	UNITED PARCEL SERVICE	05/17/2023	\$392.74
00687054	OTV001847	GIANG S. VO	05/17/2023	\$1,000.00
00687055	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	05/17/2023	\$44,343.20
00687056	V00527	WALTERS WHOLESALE ELECTRIC	05/17/2023	\$1,070.07

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687057	V00823	WATERLINE TECHNOLOGIES, INC	05/17/2023	\$4,124.16
00687058	V01044	WESTERN WATER WORKS	05/17/2023	\$467.62
00687059	V01731	WILLDAN ENGINEERING	05/17/2023	\$12,635.00
00687060	V00134	WILLIAMS & MAHER, INC	05/17/2023	\$380.00
00687061	V01208	YO-FIRE SUPPLIES	05/17/2023	\$3,014.35
00687062	V00115	YORBA LINDA FEED STORE, INC	05/17/2023	\$102.34
00687063	V02962	YUNEX LLC	05/17/2023	\$3,681.24
				EFT: 37 \$1,361,469.91
				Check: 102 \$1,109,850.22
				Total: 139 \$2,471,320.13

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of Resolutions Confirming the Annual Levy of Fiscal Year 2023-24 Assessments for the Garden Grove Street Lighting District, the Garden Grove Street Lighting District No. 99-1, and the Garden Grove Park Maintenance District. (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

For the City Council to hold public hearings prior to adoption of the Fiscal Year 2023-24 assessments for: 1) the Garden Grove Street Lighting District, 2) the Garden Grove Street Lighting District No. 99-1, and 3) the Garden Grove Park Maintenance District.

BACKGROUND

On June 13, 2023, City Council adopted Resolution Nos. 9798-23, 9796-23, 9794-23, 9792-23, 9790-23, 9795-23, 9793-23, 9791-23, and 9797-23 declaring its intention to levy and collect Fiscal Year 2023-24 assessments to pay for street lighting and park maintenance services.

DISCUSSION

The purpose of the public hearings are to hear testimony on the question of the annual assessments for parcels located within the Street Lighting District, Street Lighting District No. 99-1, and Park Maintenance District. The proposed assessments are based on rates and methodology as previously adopted in Fiscal Year 2022-23 by the City Council for the Garden Grove Street Lighting District and the Garden Grove Park Maintenance District. There will not be an increase in the assessments this fiscal year.

FINANCIAL IMPACT

The adoption of street lighting and park maintenance assessments will raise

approximately \$1,350,000 in street lighting revenues and \$700,000 in park maintenance revenues. The assessments will be collected by the County.

RECOMMENDATION

It is recommended that the City Council:

1. For the Garden Grove Street Lighting District:

- Conduct the public hearing for the proposed annual levy of assessments;
- Receive the report of the City Clerk regarding protests received; and
- Assuming there is no majority protest, adopt the Resolution confirming the assessment in the Garden Grove Street Lighting District for FY 2023-24

2. For the Garden Grove Street Lighting District No. 99-1:

- Conduct the public hearing for the proposed annual levy of assessments;
- Receive the report of the City Clerk regarding protests received; and
- Assuming there is no majority protest, adopt the Resolution confirming the assessment in the Garden Grove Street Lighting District No. 99-1 for FY 2023-24

3. For the Garden Grove Park Maintenance District:

- Conduct the public hearing for the proposed annual levy of assessments;
- Receive the report of the City Clerk regarding protests received; and
- Assuming there is no majority protest, adopt the Resolution confirming the assessment in the Garden Grove Park Maintenance District for FY 2023-24

By: Alexa Viramontes, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Public Hearing Resolution for Lighting Assessment District	6/20/2023	Resolution	Public_Hearing_Resolution_Lighting_6-27-23.pdf
Public Hearing Resolution for Lighting Assessment District 99-1	6/20/2023	Resolution	Public_Hearing_Resolution_Lighting_99-1__6-27-23.pdf
Public Hearing Resolution for Park Maintenance Assessment District	6/20/2023	Resolution	Public_Hearing_Resolution_Park_Maintenance_6-27-23.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE MAKING DETERMINATIONS AND
CONFIRMING THE DIAGRAM AND ASSESSMENT FOR 2023-24 FISCAL YEAR FOR THE CITY OF GARDEN
GROVE STREET LIGHTING DISTRICT

WHEREAS, the City Council of the City of Garden Grove initiated proceedings to order the installation, maintenance, and servicing of certain public street lighting facilities in the City of Garden Grove Street Lighting District (Resolution No. 9790-23 for FY 2023-24 under the provisions of the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code;

WHEREAS, at its meeting of June 13, 2023, the City Council considered and approved a report prepared by the City Engineer under and pursuant to the California Streets and Highways Code;

WHEREAS, the report contained an estimate of the costs of improvements, a diagram showing the assessment district and the boundaries and dimensions of the subdivisions of the land within the district, and a proposed assessment of the total amount of the costs and expenses of the improvements in relation to special benefits that parcels receive from the improvements;

WHEREAS, the City Council by Resolution No. 9796-23 fixed June 27, 2023, at 6:30 p.m., or as soon thereafter as practicable, in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, as the time and place for the Public Hearing on the question of the levy of the proposed assessment;

WHEREAS, the City Clerk has given notice of the passage of the Resolution of Intention, Resolution No. 9796-23 and of the time and place and purpose of the Public Hearing;

WHEREAS, the City Clerk has filed with the City Council an affidavit setting forth the time and manner of the compliance with the requirements of the California Streets and Highways Code;

WHEREAS, at the time and place stated in the notice, the Public Hearing was opened by the City Council and the report was considered, and all persons appearing and desiring to be heard were heard;

WHEREAS, the City Council has examined the evidence presented at the Public Hearing;

WHEREAS, protests were not made by the owners of more than one-half of the area of the property to be assessed for the improvements proposed; and

WHEREAS, any and all protests and objections, written and oral, made or filed in the matter of the report or assessments have been overruled and denied.

NOW, THEREFORE, the City Council of the City of Garden Grove does hereby resolve, determine, and order as follows:

SECTION 1. The Public Hearing has been duly held, and notices thereof given as set forth in the recitals of this Resolution, and each and every step in the proceedings has been duly taken. The City Council is satisfied with the correctness of the report, including the assessment and diagram, the

proceedings, and all matters relating thereto; and all protests, objections, or appeals have been heard and the same are hereby overruled and denied.

SECTION 2. Based upon its review of the report, and other reports and information presented to it, the City Council hereby finds and determines that: (i) the land within the District will be benefited by the improvements described in the report; (ii) the District includes all of the lands so benefited; (iii) the net amount to be assessed upon the lands within the District for FY 2023-24, in accordance with the report described above, is apportioned by a formula and method that fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) no assessment imposed on any parcel exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 3. The City Council finds that the assessment is in compliance with the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution and that the City Council has complied with all laws pertaining to the levy of an annual assessment.

SECTION 4. The City Council hereby confirms the diagram and assessment for the District for FY 2023-24. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024, as set forth in the report.

SECTION 5. The City Council hereby orders the proposed improvements to be made in accordance with the report and these proceedings.

SECTION 6. The City Engineer is hereby authorized to update the report and assessments to the most current available parcel listings as provided by the Orange County Auditor's Office.

SECTION 7. The City Clerk is hereby directed to file and record the diagram and assessment, or a certified copy thereof, with the Orange County Auditor for collection of the assessment on the tax roll.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE MAKING DETERMINATIONS AND
CONFIRMING THE DIAGRAM AND ASSESSMENT FOR 2023-24 FISCAL YEAR FOR THE CITY OF GARDEN
GROVE STREET LIGHTING DISTRICT NO. 99-1

WHEREAS, the City Council of the City of Garden Grove initiated proceedings to order the installation, maintenance, and servicing of certain public street lighting facilities in the City of Garden Grove Street Lighting District No. 99-1 (Resolution No. 9791-23 for FY 2023-24 under the provisions of the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code;

WHEREAS, at its meeting of June 13, 2023, the City Council considered and approved a report prepared by the City Engineer under and pursuant to the California Streets and Highways Code;

WHEREAS, the report contained an estimate of the costs of improvements, a diagram showing the assessment district and the boundaries and dimensions of the subdivisions of the land within the district, and a proposed assessment of the total amount of the costs and expenses of the improvements in relation to special benefits that parcels receive from the improvements;

WHEREAS, the City Council by Resolution No. 9797-23 fixed June 27, 2023, at 6:30 p.m., or as soon thereafter as practicable, in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, as the time and place for the Public Hearing on the question of the levy of the proposed assessment;

WHEREAS, the City Clerk has given notice of the passage of the Resolution of Intention, Resolution No. 9797-23 and of the time and place and purpose of the Public Hearing;

WHEREAS, the City Clerk has filed with the City Council an affidavit setting forth the time and manner of the compliance with the requirements of the California Streets and Highways Code;

WHEREAS, at the time and place stated in the notice, the Public Hearing was opened by the City Council and the report was considered, and all persons appearing and desiring to be heard were heard;

WHEREAS, the City Council has examined the evidence presented at the Public Hearing;

WHEREAS, protests were not made by the owners of more than one-half of the area of the property to be assessed for the improvements proposed; and

WHEREAS, any and all protests and objections, written and oral, made or filed in the matter of the report or assessments have been overruled and denied.

NOW, THEREFORE, the City Council of the City of Garden Grove does hereby resolve, determine, and order as follows:

SECTION 1. The Public Hearing has been duly held, and notices thereof given as set forth in the recitals of this Resolution, and each and every step in the proceedings has been duly taken. The City Council is satisfied with the correctness of the report, including the assessment and diagram, the

proceedings, and all matters relating thereto; and all protests, objections, or appeals have been heard and the same are hereby overruled and denied.

SECTION 2. Based upon its review of the report, and other reports and information presented to it, the City Council hereby finds and determines that: (i) the land within the District will be benefited by the improvements described in the report; (ii) the District includes all of the lands so benefited; (iii) the net amount to be assessed upon the lands within the District for FY 2023-24, in accordance with the report described above, is apportioned by a formula and method that fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) no assessment imposed on any parcel exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 3. The City Council finds that the assessment is in compliance with the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution and that the City Council has complied with all laws pertaining to the levy of an annual assessment.

SECTION 4. The City Council hereby confirms the diagram and assessment for the District for FY 2023-24. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024, as set forth in the report.

SECTION 5. The City Council hereby orders the proposed improvements to be made in accordance with the report and these proceedings.

SECTION 6. The City Engineer is hereby authorized to update the report and assessments to the most current available parcel listings as provided by the Orange County Auditor's Office.

SECTION 7. The City Clerk is hereby directed to file and record the diagram and assessment, or a certified copy thereof, with the Orange County Auditor for collection of the assessment on the tax roll.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE MAKING DETERMINATIONS FOR THE CITY OF GARDEN GROVE PARK MAINTENANCE DISTRICT AND CONFIRMING THE DIAGRAM AND ASSESSMENT FOR 2023-24 FISCAL YEAR

WHEREAS, the City Council of the City of Garden Grove initiated proceedings to order the maintenance of public parks in the City of Garden Grove (Resolution No. 9792-23 for FY 2023-24 under the provisions of the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code;

WHEREAS, at its meeting of June 13, 2023, the City Council considered and approved a report prepared by the City Engineer under and pursuant to the California Streets and Highways Code;

WHEREAS, the report contained an estimate of the costs of improvements, a diagram showing the assessment district and the boundaries and dimensions of the subdivisions of the land within the district, and a proposed assessment of the total amount of the costs and expenses of the improvements in relation to special benefits that parcels receive from the improvements;

WHEREAS, the City Council by Resolution No. 9798-23 fixed June 27, 2023, at 6:30 p.m., or as soon thereafter as practicable, in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, as the time and place for the Public Hearing on the question of the levy of the proposed assessment;

WHEREAS, the City Clerk has given notice of the passage of the Resolution of Intention, Resolution No. 9798-23 and of the time and place and purpose of the Public Hearing;

WHEREAS, the City Clerk has filed with the City Council an affidavit setting forth the time and manner of the compliance with the requirements of the California Streets and Highways Code;

WHEREAS, at the time and place stated in the notice, the Public Hearing was opened by the City Council and the report was considered, and all persons appearing and desiring to be heard were heard;

WHEREAS, the City Council has examined the evidence presented at the Public Hearing;

WHEREAS, protests were not made by the owners of more than one-half of the area of the property to be assessed for the improvements proposed; and

WHEREAS, any and all protests and objections, written and oral, made or filed in the matter of the report or assessments have been overruled and denied.

NOW, THEREFORE, the City Council of the City of Garden Grove does hereby resolve, determine, and order as follows:

SECTION 1. The Public Hearing has been duly held, and notices thereof given as set forth in the recitals of this Resolution, and each and every step in the proceedings has been duly taken. The City Council is satisfied with the correctness of the report, including the assessment and diagram, the proceedings, and all matters relating thereto; and all protests, objections, or appeals have been heard and the same are hereby overruled and denied.

SECTION 2. Based upon its review of the report, and other reports and information presented to it, the City Council hereby finds and determines that: (i) the land within the District will be benefited by the improvements described in the report; (ii) the District includes all of the lands so benefited; (iii) the net amount to be assessed upon the lands within the District for FY 2023-24, in accordance with the report described above, is apportioned by a formula and method that fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) no assessment imposed on any parcel exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 3. The City Council finds that the assessment is in compliance with the provisions of the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution and that the City Council has complied with all laws pertaining to the levy of an annual assessment.

SECTION 4. The City Council hereby confirms the diagram and assessment for the District for FY 2023-24. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024, as set forth in the report.

SECTION 5. The City Council hereby orders the proposed improvements to be made in accordance with the report and these proceedings.

SECTION 6. The City Engineer is hereby authorized to update the report and assessments to the most current available parcel listings as provided by the Orange County Auditor's Office.

SECTION 7. The City Clerk is hereby directed to file and record the diagram and assessment, or a certified copy thereof, with the Orange County Auditor for collection of the assessment on the tax roll.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution to Confirm the Annual Levy of Fiscal Year 2023-24 Assessment for the Downtown Assessment District. (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

For the City Council to hold a public hearing and to adopt the Resolution to confirm Fiscal Year 2023-24 assessment for the Downtown Assessment District.

BACKGROUND

On June 13, 2023, City Council adopted Resolutions 9800-23, 9801-23, and 9799-23 which in general, described the proposed improvements, directed the City Engineer to prepare and file an Engineer's Report, and stated the intention to levy and collect assessments for FY 2023-24, setting the public hearing date for June 27, 2023.

DISCUSSION

These proceedings and the notification regarding the levying of an annual assessment have been followed in accordance to the Landscaping and Lighting Act of 1972. The remaining action for City Council is to hold the public hearing and, after conducting the hearing, adopt the proposed resolution to levy FY 2023-24 assessments for the Downtown Assessment District.

FINANCIAL IMPACT

There is no impact to the General Fund. The City will collect \$27,200 in assessment revenues for the Downtown Assessment District.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing for the proposed annual levy of assessments;

- Receive the report of the City Clerk regarding protests received; and
- Assuming there is no majority protest, adopt the Resolution confirming the proceedings and levying assessments against the individual parcels in the Downtown Assessment District.

By: Alexa Viramontes, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Public Hearing Resolution for Downtown Assessment District	6/20/2023	Resolution	Downtown_Public_Hearing_Resolution__6-27-23.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE MAKING DETERMINATIONS AND CONFIRMING THE DIAGRAM AND ASSESSMENTS IN THE MATTER OF THE DOWNTOWN ASSESSMENT DISTRICT.

WHEREAS, the City Council has, by its Resolution No. 9799-23 declared its intention to order the maintenance of certain improvements and appurtenances within the Downtown Assessment District under the provisions of the Landscaping and Lighting Act of 1972, Division 15, Part 2 (commencing with Section 22500) of the California Streets and Highways Code (herein "the Act");

WHEREAS, by Resolution No. 9800-23 the City Council has approved an Engineer's Report under and pursuant to the Act and, in particular Section 22622 of the Streets and Highways Code;

WHEREAS, the report contained among other things, an estimate of the cost of maintenance, a diagram showing the assessment district and boundaries and dimensions of the subdivisions of land within the assessment district (Attachment "A"), and a proposed assessment of the total amount of the costs and expenses of maintenance upon several subdivisions of land in the assessment district in direct proportion to the estimated benefits to be received by the subdivisions respectively from the maintenance;

WHEREAS, by Resolution No. 9801-23 the City Council fixed the date of June 27, 2023, at 6:30 p.m. (or as soon thereafter as the City Council may hear same) in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, as the time and place for the Public Hearing on the question of the levy of the proposed assessment;

WHEREAS, the City Clerk has given notice of the passage of the Resolution of Intention, Resolution No. 9801-23 and of the time and place of purpose of the hearing, all as required by the Act;

WHEREAS, the City Clerk has filed with the City Council its affidavit setting forth the time and manner of the compliance with the requirements of the Act for publishing of the notice;

WHEREAS, at the time and place stated in the notice, a Public Hearing was conducted by the City Council at which hearing the report was duly presented and public testimony solicited and heard in the matter of the proposed assessment, and a full, fair, and complete hearing has been held and the City Council has been fully informed;

WHEREAS, the City Council has examined and considered the assessment prepared in the report and proceedings prior thereto, and the evidence presented at the hearing;

WHEREAS, protests were not made by the owners of more than one-half of the area of the property to be assessed for the improvements proposed; and

WHEREAS, any and all protests and objections, written and oral, made or filed in the matter of the report or assessments have been overruled and denied.

NOW, THEREFORE, the City Council of the City of Garden Grove does hereby resolve, determine, and order as follows:

SECTION 1. The Public Hearing has been duly held, and notice given as set forth in the recitals, and each and every step in the proceedings prior to and including the hearing has been duly and regularly taken. The City Council is satisfied with the correctness of the report, including the assessment and diagram, the proceedings, and all matters relating thereto; and all protests, objections, or appeals have been heard and the same are hereby overruled and denied. The City Council does hereby confirm the proceedings and the assessment.

SECTION 2. The City Council orders the proposed maintenance to be made in accordance with the report and these proceedings.

SECTION 3. The City Council does hereby determine that the amounts to be assessed against the individual parcels shown on the assessment diagram contained in the report are hereby approved and confirmed, and the City Clerk is hereby directed to endorse the fact and date of approval of the report.

SECTION 4. The adoption of this Resolution constitutes the levy of an assessment for FY 2023-24 as set forth in the report.

SECTION 5. The City Clerk is hereby directed to file and record the diagram and assessment, as required by Section 22641 of the California Streets and Highways Code, with the County Auditor for collection of the assessment on the tax roll.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Appointments to the Planning Commission to fill two vacancies. (Continued from the June 13, 2023, meeting) (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

For the Mayor, with City Council approval, to appoint commissioners to fill two vacancies on the Planning Commission.

BACKGROUND

At the March 14, 2023, City Council Meeting, Ms. Daisy Perez and Mr. Matthew Montano were appointed to the Planning Commission. However both Commissioners resigned soon after being appointed, and at the meeting held on May 9, 2023, the City Council accepted their resignations.

DISCUSSION

Pursuant to Municipal Code 2.21.013 and Government Code 54974(a), when an unscheduled vacancy occurs whether due to resignation, removal, or other cause, a special vacancy notice shall be posted and published in a local newspaper, within 20 days after the vacancy occurs. A final appointment to the board, committee, or commission to fill the vacancy shall not be made for at least ten working days after posting of the notice. The attached vacancy notice was published and posted by the City Clerk's Office on Friday, May 12, 2023, and also attached is a list of applicants for consideration.

FINANCIAL IMPACT

The appointment of commissioners on the Planning Commission does not have a financial impact to the City. The Commission Vacancy notice was advertised in the Orange County News, a locally adjudicated newspaper, at a publishing cost of \$130.00. Legal advertising costs were included in the City's operating budget.

RECOMMENDATION

It is recommended that the Mayor, with City Council approval, appoint two Planning Commissioners to continue the terms for Ms. Daisy Perez and Mr. Matthew Montano.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Legal Notice	6/5/2023	Backup Material	Vacancy_Notice_(May_23)_Planning_Commission_Affidvit_of_Publication_OCN_GG_130937.pdf
Updated Planning Commission Applicant List	6/19/2023	Backup Material	Garden_Grove_Planning_Commission_Applicants_List.pdf

AFFP

130937 Vacancy Notice Planning

Affidavit of Publication

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

CITY OF GARDEN GROVE

PLANNING COMMISSION VACANCY NOTICE

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of ORANGE COUNTY NEWS, a newspaper of general circulation, published ONCE WEEKLY in the city of GARDEN GROVE, County of ORANGE, which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of ORANGE, State of California under the date of March 20, 1964, Case Number A-31502; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

May 12, 2023

Pursuant to Garden Grove Municipal Code Section 2.21.013, notice is hereby given that the Planning Commission has two unscheduled vacancies with the term expiring December 2024. Information and a Commission application can be obtained by accessing the City's website at: www.ggcity.org or by visiting the City Clerk's Office, City Hall, 11222 Acacia Parkway, Garden Grove, California, or by calling (714) 741-5040.

Commissioners are non-compensated volunteers. The Planning Commission consists of seven members who are electors residing in Garden Grove. The current vacancies are to complete the term held by Commissioners Daisy Perez and Matthew Montano. Planning Commission meetings are regularly scheduled on the 1st and 3rd Thursday of each month at 7:00 p.m., and are held in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

/s/ TERESA POMEROY, CMC
City Clerk

Date: May 10, 2023
Publish: May 12, 2023
Orange County News 5/12/2023-130937

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Orange County News--

Subscribed to and sworn by me this 12th day of May 2023.

00007270 00130937

75 LEGAL
OCN-CITY OF GARDEN GROVE
P.O. BOX 3070
GARDEN GROVE, CA 92842

Garden Grove Planning Commission Applicants

Aimee McAfee
Alejandra Colon
Andrew Nguyen
Calvin Van
Christian Jose Lopez
Dale Gilbert
Duy Nguyen
Fernando Cueva
James Webb
Joel Silverthorn
Linda Le
Linda Zamora
Minh-Tri Vu
Ngoc Tran
Ramiro Landeros
Reza Geramy
Roger Flanders
Roger Matsunaga
Tonya Martin
Vincent Arzaga
Joseph Laricchia

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager/Director	Dept.:	Community and Economic Development Department
Subject:	Adoption of a Resolution approving the Purchase and Sale Agreement between the City of Garden Grove and the Garden Grove Housing Authority for real property located at 11390-11400 Stanford Avenue. <i>(Joint Action Item with the Housing Authority.)</i>		
		Date:	6/27/2023

OBJECTIVE

For the City Council and Housing Authority to consider approval of a Purchase and Sale Agreement between City of Garden Grove and the Garden Grove Housing Authority, for disposition of property located at 11390-11400 Stanford Avenue.

BACKGROUND

The City is the owner of real property located at the southwest corner of Stanford Avenue and Eighth Street (11390-11400 Stanford Avenue, Garden Grove, CA)(north portion of a larger assessor's parcel APN No. 090-154-57)(the "Property"). An appraisal obtained by the City determined the highest and best use of the property is for multi-family residential development in accordance with the existing zoning and the properties fair market value of \$8,550,000.

On June 13, 2023, the City Council Adopted Resolution No. 9788-23 declaring the Property to be "exempt surplus land". Section 103(b)(3)(D) of the Surplus Land Act Guidelines issued by HCD, states that local agency surplus land that is transferred to another local agency for the transferee agency's use is exempt from the provisions of Articles II and III of the SLA/HCD Guidelines. Additionally, per Government Section Code 54221(b)(1) and 54221(f)(1)(D), exempt surplus land is defined to include surplus land that is transferred to another local agency for the agency's use.

DISCUSSION

The Garden Grove Housing Authority (GGHA) serves as "Housing Successor" to the former Garden Grove Agency for Community Development ("Former Agency"). The GGHA has the authority and power under Housing Authority Law and Housing Successor Law to provide funding for the production, improvement, or preservation of affordable housing.

The City intends to sell and convey the Property to the GGHA for the development of affordable housing. The GGHA agrees to bear all costs associated with the conveyance of the Property and pay the fair market value of \$8,550,000 to the City, of which \$3,000,000 will be in cash and the remainder in the form of a Promissory Note.

The property is subject to a ground lease with the Garden Grove Public Finance Authority as security associated with the City's Lease Revenue Bonds, Series 2015A. The sale will be contingent upon substitution of collateral used to secure the bond in exchange for this parcel; and the

California Department of Housing and Community Development approving the City's determination of the Property as exempt surplus land.

FINANCIAL IMPACT

The GGHA will make a lump sum payment of \$3,000,000 upon the execution of Purchase and Sale agreement and the successful removal of the contingencies. The remaining amount of \$5,550,000 will be paid over time with an interest rate of 5% per annum per the Promissory Note (Exhibit C of the Agreement). The City will recognize a revenue in the amount of \$8,550,000 when all conditions are met.

RECOMMENDATION

It is recommended that City Council and Housing Authority:

- Approve the Purchase and Sale Agreement and other related documents between the City of Garden Grove and the Garden Grove Housing Authority in regards to the sale of real property located at 11390-11400 Stanford Avenue by the City to the Housing Authority in the amount of \$8,550,000; and
- Authorize the City Manager/Director to execute the Purchase and Sale Agreement, Grant Deed, Promissory Note, pertinent documents, and make minor modifications as needed, on behalf of the City.

By: Monica Covarrubias
Sr. Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Purchase and Sale Agreement	6/20/2023	Agreement	PURCHASE_AND_SALE_AGREEMENT_CITY_PROPERTY_SALE_TO_HOUSING_AUTHORITY(2).DOCX
Appraisal	6/20/2023	Backup Material	City_of_Garden_Grove_-_Appraisal_Report_-_CC_Parcel_1_Update_Report_-_11390_Stanford_Ave_-_APN_090-154-57.pdf

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the “Agreement”), dated as of June 27, 2023, is entered into by and between the CITY OF GARDEN GROVE, a municipal corporation (the “City”), and the GARDEN GROVE HOUSING AUTHORITY, a public body, corporate and politic (the “Authority”).

WHEREAS, the City is the owner of the property located at 11390-11400 Stanford Avenue in the City of Garden Grove, County of Orange, State of California, which is the northern portion of Assessor’s Parcel Number 090-154-57, as described in Exhibit “A” attached hereto and made a part hereof, together with any improvements thereon, and all rights and appurtenances, if any, pertaining to such land including all adjacent streets, alleys or rights-of-way (collectively, the “Property”).

WHEREAS, the Property is suitable for development of affordable housing; and

WHEREAS, the City recently rezoned the Property (Ordinance No. 2925) to be within the CC-3 (Civic Center Core Mixed Use) zone district and the permitted base density was increased to 60 units per acre, which base density is before consideration of use for affordable housing or application of a density bonus or other incentives; and

WHEREAS, the CC-3 zone is established to encourage civic, educational, commercial, high-density residential, and compatible uses that enliven the City’s core and work together to create a walkable, lively district that encourages interaction and engagement in community activities; the zoning allows shared parking facilities, promotes pedestrian orientation of buildings, high-quality architecture, pedestrian-scale landscaping, pathways, and signage reinforce the goal to create places where people, not cars, predominate; and

WHEREAS, the Garden Grove Housing Authority (“Authority”) is a California housing authority acting under the California Housing Authorities Law, Part 2 of Division 24, Section 34200, et seq., of the Health and Safety Code (“HAL”); and

WHEREAS, further, the Authority serves as the “housing successor” to the former Garden Grove Agency for Community Development, a dissolved redevelopment agency (“Former Agency”) pursuant to Part 1.85 of Division 24 of the Health and Safety Code, in particular HSC Section 34176.1 (“Dissolution Law” or “Housing Successor Law”) and the Dissolution Law references and incorporates certain affordable housing laws set forth in Health and Safety Code Section 33000, et seq. that survived the dissolution of all California redevelopment agencies and remain effective as to housing successors, including the Authority (“CRL”); and

WHEREAS, the Authority is authorized and empowered under the HAL, CRL and Dissolution Law to provide funding for the production, improvement, or preservation of affordable housing and appurtenant improvements, and maintains accounts thereunder including funds on deposit in the Low to Moderate Income Housing Fund pursuant to HSC Section 34176.1 (“LMIHAF”); and

WHEREAS, while the City has broad powers and purposes, a housing authority (including as a housing successor) is more limited in statutory purpose and focus to carry out affordable housing functions, including, without limitation, the power to finance housing such as through issuance of loans, grants, bonds, or other tax exempt obligations, to construct, maintain, and operate housing, to monitor and enforce covenants and applicable laws, etc.; and

WHEREAS, in more simple wording, a housing authority is an affordable housing specialist entity, with specific regulations, policies, powers, and tools to accomplish the housing duties imposed on the City via State and local law, and thereby best suited, between the two entities (City and Authority), to advance the community's affordable housing goals; and

WHEREAS, pursuant to GC Section 54221(b)(l) and 54221(f)(1)(D) of the California Surplus Land Act (GC Sections 54220-54234) ("SLA"), on June 13, 2023, the City Council adopted Resolution No. 9788-23 declaring the Property to be "exempt surplus land" as land that is transferred to another local agency for the agency's use; and

WHEREAS, pursuant to Section 103(b)(3)(D) of the Surplus Land Act Guidelines ("SLA/HCD Guidelines") issued by the State of California, Department of Housing and Community Development ("HCD"), local agency surplus land that is transferred to another local agency for the transferee agency's use is exempt from the provisions of Articles II and III of the SLA/HCD Guidelines; and

WHEREAS, pursuant to the SLA/HCD Guidelines, the City provided its exemption finding to HCD for its review on June 14, 2023; and

WHEREAS, the Property is subject to a ground lease with the Garden Grove Public Finance Authority as security associated with the City's \$24,790,000 Garden Grove Public Financing Authority Lease Revenue Bonds, Series 2015A.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. CONVEYANCE OF PROPERTIES AND PURCHASE PRICE. City agrees to convey the Property to Authority. Authority agrees to bear all costs associated with the conveyance of the Property to Authority. Conveyance is to be completed by use of a grant deed substantially in the form of Exhibit "B" hereto ("Grant Deed"). Authority shall pay to City the sum of EIGHT MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$8,550,000.00) to the City (the "Purchase Price"), \$3,000,000.00 of which will be in cash and the remainder in the form of a Promissory Note in the form of Exhibit "C" (the "Promissory Note").

SECTION 2. LIABILITY AND INDEMNIFICATION. In contemplation of the provision of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895.4 and 895.6 of such Code, each of the Parties, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of such Code, will each assume the full liability imposed on

it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of such Code. To achieve the above-stated purposes, each Party indemnifies and holds harmless the other Party for any loss, costs or expense that may be imposed upon such other Party solely by virtue of such Section 895.2. The provisions of Section 2778 of the California Civil Code are made part hereof as if fully set forth herein.

SECTION 3. EFFECTIVE DATE; REGULATORY COMPLIANCE; PAYMENT OBLIGATIONS. This Agreement shall take effect on the date of approval by the Authority's Board and the City Council, provided that recording of the Grant Deed and transfer of title shall not occur until completion of the parties' compliance with regulatory requirements, including HCD's approval of City's "exempt surplus land" finding, release of the Property from the Garden Grove Public Financing Authority ground lease, payment of the initial funds by Authority, and delivery of the executed promissory note to City. It is anticipated that the completion of regulatory compliance and transfer of title will occur on or before October 30, 2023.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

AUTHORITY:

GARDEN GROVE HOUSING
AUTHORITY, a public body

Executive Director

Attest:

Secretary

CITY:

CITY OF GARDEN GROVE, a California
municipal corporation

City Manager

Attest:

City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1 OF PARCEL MAP NO. 97-149, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 300, PAGES 9 AND 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 090-154-57 (NORTHERN PORTION)

EXHIBIT B
FORM OF GRANT DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

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

[SPACE ABOVE FOR RECORDER'S USE ONLY]

No fee document pursuant to Government Code Section 27383

APN: 090-154-57 (Northern Portion)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF GARDEN GROVE, a California municipal corporation ("Grantor") hereby grants to THE GARDEN GROVE HOUSING AUTHORITY, a public body, the real property located in the City of Garden Grove, County of Orange, State of California that is described on "Exhibit A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: _____

City Manager

Attest:

City Clerk

EXHIBIT “A” to GRANT DEED

LEGAL DESCRIPTION OF THE PROPERTY

APN: 090-154-57 (NORTHERN PORTION)

PARCEL 1 OF PARCEL MAP NO. 97-149, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 300, PAGES 9 AND 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____, 2023, from the City of Garden Grove to the Garden Grove Housing Authority is hereby accepted by order of the Board of Directors of the Garden Grove Housing Authority, pursuant to the authority conferred by the Board of Directors of the Garden Grove Housing Authority by minute action adopted on _____, 2023, and the grantee consents to recordation thereof by its duly authorized officer.

CITY OF GARDEN GROVE

BY: _____

Name: Lisa L. Kim

Title: Executive Director

DATED: _____, 2023

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 2023, before me, _____, Notary Public,
personally appeared Lisa L. Kim, who proved to me on the basis of satisfactory evidence to be
the person whose name is subscribed to the within instrument and acknowledged to me that she
executed the same in her authorized capacity, and that by her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature _____

EXHIBIT "C"

Promissory Note

Principal Amount: \$5,550,000.00

_____, 2023

FOR VALUE RECEIVED, the undersigned, the Garden Grove Housing Authority, a public body ("Borrower") promises to pay to the City of Garden Grove, a California municipal corporation ("City") or to order at 11222 Acacia Parkway, Garden Grove, California, 92840, or such other place as City may designate in writing, the principal sum of FIVE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$5,550,000.00), with interest as set forth in this Note, as funds become available to Borrower on the terms specified below. The principal amount of this Note shall bear interest at the rate of Five percent (5%) per annum (calculated on the basis of a 360-day year).

1. Agreement. This Note is given in accordance with that certain Purchase and Sale Agreement, as defined hereafter.

2. Repayment.

(a) Repayment in Full. Borrower will pay principal and interest payments thereon as funds become available. At the end of the Term of this Note, the entire unpaid principal balance and all accrued interest, if any, shall be due and payable.

(b) Terms of Payment. All amounts due and payable under the Note are payable at the Office of City at the address provided above, or at such other place or places as City may designate to Borrower in writing from time to time. Any payment under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts and which on the respective dates on which such payments are due shall be in immediately available funds.

(d) Prepayments. Borrower may prepay all or part of the principal balance plus applicable interest due under this Note without penalty.

3. Waivers.

(a) Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at City's sole discretion and that City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by City with any person or party now or hereafter liable for payment of this Note shall

operate to release, discharge, modify, change, or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights: (i) to offset, deduct, or withhold any payments or charges due under this Note for any reasons whatsoever; (ii) of presentment for payment, demand, protest and notices of dishonor and protest made by City; and (iii) with respect to City's diligence in taking any action to collect any sums owing under this Note or in proceeding against any of City's rights and interests in and to properties securing payment of this Note.

4. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

5. Severability. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6. No Waiver by City. No waiver of any breach, default, or failure of condition under the terms of this Note or the Deed of Trust or the obligations secured thereby shall be implied from any failure of City to take, or any delay by City in taking, action with respect to such breach, default or failure, or any form of previous waiver of any similar or unrelated breach, default or failure; and waiver of any term of this Note or the Deed of Trust or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

7. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and City.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

GARDEN GROVE HOUSING AUTHORITY

By: _____
Lisa L. Kim
Executive Director

Date: _____

ATTEST:

By: _____
Secretary

Date: _____

EXHIBIT "A" TO PROMISSORY NOTE
LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1 OF PARCEL MAP NO. 97-149, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 300, PAGES 9 AND 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 090-154-57 (NORTHERN PORTION)

APPRAISAL REPORT

PARCEL 1
11390-11400 STANFORD AVENUE
GARDEN GROVE, CALIFORNIA
APN: 090-154-57 (PORTION)



**R. P. LAURAIN
& ASSOCIATES**
INCORPORATED

APPRAISAL REPORT

PARCEL 1
11390-11400 STANFORD AVENUE
GARDEN GROVE, CALIFORNIA
APN: 090-154-57 (portion)

Effective Date
of
Market Value Study
March 15, 2023

Prepared for
CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, CA 92842

Prepared by
R. P. LAURAIN & ASSOCIATES, INC.
3353 Linden Avenue, Suite 200
Long Beach, California 90807

Date of Report
March 23, 2023

R . P . LAURAIN
& ASSOCIATES

INCORPORATED



3353 LINDEN AVENUE, SUITE 200
LONG BEACH, CALIFORNIA 90807
TELEPHONE (562) 426-0477
FACSIMILE (562) 988-2927
RPLA@RPLAURAIN.COM

March 23, 2023

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842

Attention: Mr. Paul Guerrero
Real Property

Subject: Parcel 1
11390-11400 Stanford Avenue
Garden Grove, California
APN: 090-154-57 (portion)

In accordance with your request and authorization, I have personally inspected and appraised the above-referenced property. The appraisal study included (1) an inspection of the subject property, (2) a review of market data, and (3) the valuation analysis.

The subject property is located at the southwest corner of Stanford Avenue and Eighth Street, in the Civic Center area of the City of Garden Grove. The subject property identified herein as Parcel 1 contains 96,073 square feet of land area. The site has a corner location on two secondary streets. The subject property was recently re-zoned and is located in the CC-3 (Civic Center Core Mixed Use) zone district. The subject site is currently improved with (1) a bank building occupied by a credit union containing 3,926 square feet, and (2) a police annex (office) building containing 5,938 square feet, occupied by the City of Garden Grove Police Department plus related on-site improvements (RV storage building, parking areas, landscaping, paving, etc.).

It will be demonstrated in the accompanying report, however, that the maximally productive use, and therefore, the highest and best use of the subject property is multiple family residential development in accordance with the existing zoning.

City of Garden Grove
Attention: Paul Guerrero
March 23, 2023
Page 2

After considering the various factors which influence value, the fee simple market value of the subject property, as of March 15, 2023, is estimated at:

EIGHT MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS
\$8,550,000

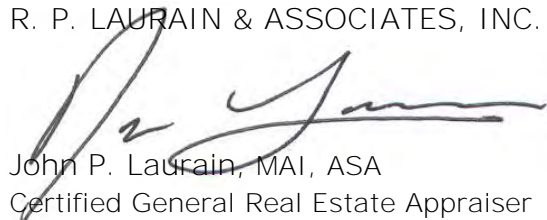
The foregoing value is subject to the assumptions and limiting conditions set forth in the Preface Section, and the valuation study in the Valuation Analysis Section. No portion of this report shall be amended or deleted.

This appraisal complies with the reporting requirements set forth in the Uniform Standards of Professional Appraisal Practice, under Standard Rule 2-2(a), for an Appraisal Report. This report has been submitted in duplicate; an electronic (PDF) copy has also been provided.

If you have any questions regarding the report, please contact the undersigned at your convenience.

Very truly yours,

R. P. LAURAIN & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'John P. Laurain', is written over the printed name and title of the appraiser.

John P. Laurain, MAI, ASA
Certified General Real Estate Appraiser
California Certification No. AG 025754

JPL:jlr

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Ownership History
Assessment Data
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Highest and Best Use Analysis
Valuation Methods
Sales Comparison Approach
Final Estimate of Value
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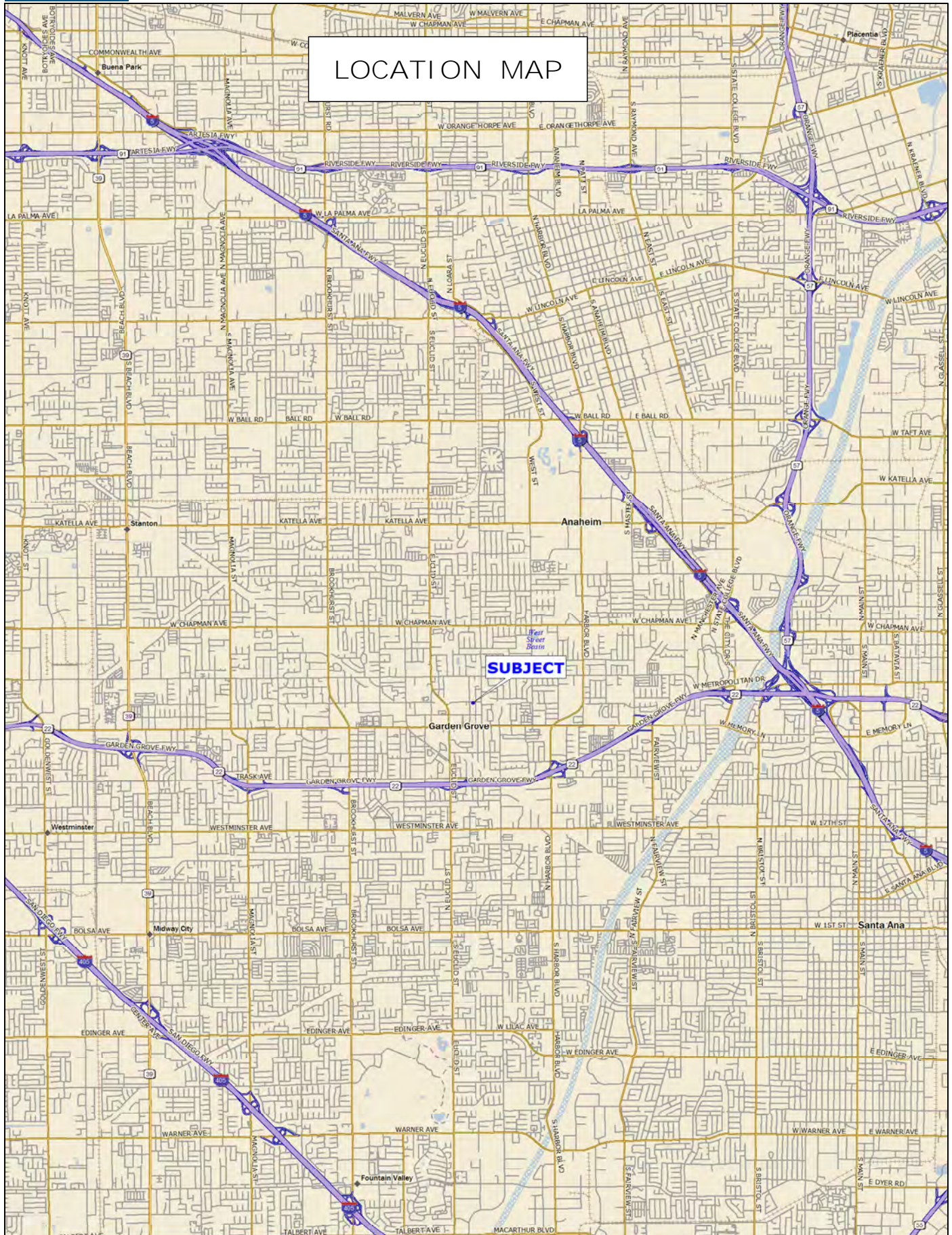
MARKET DATA

Summary of Land Value Indicators
Land Sales Data and Photographs
Market Data Map

ADDENDA

Additional Photographs
CoStar Multiple Family Submarket Report Excerpt
Orange County Regional Data
Qualifications of Appraiser

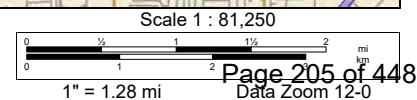
PREFACE



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www.delorme.com



DATE OF VALUE

The date of value (effective date) employed in this report, and all opinions and computations expressed herein, are based on March 15, 2023. Said date being generally concurrent with the inspection of the subject property, and the valuation analysis process.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal report is to express an estimate of market value, in fee simple, for the subject property, absent any liens, leases, or other encumbrances, as of the date of value set forth above. The definition of market value is set forth in the following portion of this section following the heading **"Terms and Definitions."**

Further, it is the purpose of this appraisal report to describe the subject property, and to render an opinion of the highest and best use based on (1) the character of potential development of the property appraised, (2) the requirements of local governmental authorities affecting the subject property, (3) the reasonable demand in the open market for properties similar to the subject property, and (4) the location of the subject property considered with respect to other existing and competitive districts within the immediate and general subject market area.

Further, it is the purpose of this appraisal report to provide an outline of certain factual and inferential information which was compiled and analyzed in the process of completing this appraisal study.

PROPERTY RIGHTS APPRAISED

The property rights appraised herein are those of the fee simple interest. Fee simple is defined as, "An absolute fee; a fee without limitations to any particular class of heirs, or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation. An inheritable estate."

INTENDED USER OF APPRAISAL

It is understood that the intended user of the appraisal will be the client, the City of Garden Grove, and specific representatives thereof.

INTENDED USE OF APPRAISAL

It is understood that this appraisal will be utilized by the City of Garden Grove and specific representatives thereof to establish the market value of the subject property for the possible disposition (sale) of the property appraised.

CERTIFICATION

The undersigned does hereby certify that:

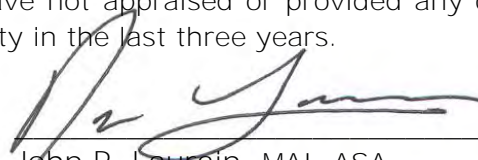
I have personally inspected the subject property; I have no present or contemplated future interest in the real estate which is the subject of this appraisal report. Also, I have no personal interest or bias with respect to the subject matter of this appraisal report, or the parties involved in this assignment.

My engagement in this assignment and the amount of compensation are not contingent upon the reporting or development of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a predetermined or stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Also, to the best of my knowledge and belief the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the assumptions and limiting conditions (imposed by the terms of this assignment or by the undersigned), affecting my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The reported analyses, opinions, and conclusions, were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institutes, and the Uniform Standards of Professional Appraisal Practice. As of the date of this report I have completed the continuing education program for Designated Member of the Appraisal Institute, the State of California and the American Society of Appraisers; note that duly authorized representatives of said organizations have the right to review this report. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

No one other than the undersigned prepared the analyses, conclusions, and opinions for this appraisal study. Abigail Penksaw assisted with market research, the appraisal inspection, and the valuation analysis. No other person provided significant professional assistance. I have not appraised or provided any other services pertaining to the subject property in the last three years.



John P. Laurain, MAI, ASA
Certified General Real Estate Appraiser
California Certification No. AG 025754
Renewal Date: April 16, 2025

SCOPE OF THE APPRAISAL

The appraiser, in connection with the following appraisal study, has:

1. Been retained, and has accepted the assignment, to make an objective analysis and valuation study of the subject property and to report, without bias, the estimate of fair market value. The subject property is particularly described in the following portion of this report in the section entitled Subject Property Description.
2. Toured the general area by automobile to become acquainted with the extent, condition, and quality of nearby developments, sales and offerings in the area, density and type of development, topographical features, economic conditions, trends toward change, etc.
3. Walked within the subject property, and some of the nearby neighborhood, to become acquainted with the current particular attributes, or shortcomings, of the subject property.
4. Completed an inspection of the subject property for the purpose of becoming familiar with certain physical characteristics.
5. Made a visual observation concerning public streets, access, drainage, and topography of the subject property.
6. Obtained information regarding public utilities and sanitary sewer available at the subject site.
7. Made, or obtained from other qualified sources, calculations on the area of land contained within the subject property. Has made, or caused to be made, plats and plot plan drawings of the subject property, and has checked such plats and plot plan drawings for accuracy and fair representation.
8. Taken photographs of the subject property, together with photographs of the immediate environs.
9. Made, or caused to be made, a search of public records for factual information regarding recent sales of the subject property.

SCOPE OF THE APPRAISAL (Continued)

10. Reviewed current maps, zoning ordinances, and other material for additional background information pertaining to the subject property, and sale properties.
11. Attempted to visualize the subject property as it would be viewed by a willing and informed buyer, as well as a willing and informed seller.
12. Interviewed various persons, in both public and private life, for factual and inferential information helpful in this appraisal study.
13. Formed an opinion of the highest and best use applicable to the subject property appraised herein.
14. Made, or caused to be made, a search for recent sales of comparable properties. Has viewed, confirmed the sale price, and obtained certain other information pertaining to each sale property contained in this report.
15. Formed an estimate of market value of the subject property, as of the date of value expressed herein, by application the Sales Comparison Approach; the Cost and Income Capitalization Approaches were not considered applicable in the subject case.
16. Prepared and delivered this appraisal report in accordance with the Uniform Standards of Professional Appraisal Practice, and in summation of all the activities outlined above.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is made with the following understanding as set forth in items No. 1 through 17, inclusive:

1. That this narrative Appraisal Report is intended to comply with reporting requirements set forth in the Uniform Standards of Professional Appraisal Practice, under Standard Rule 2-2(a), for an Appraisal Report. The information contained in this appraisal report is specific to the needs of the client; no responsibility is assumed for the unauthorized use of this report.
2. That title to the subject property is assumed to be good and merchantable. Liens and encumbrances, if any, have not been deducted from the final estimate of value. The subject property has been appraised as though under responsible ownership. The legal description is assumed accurate.
3. That the appraiser assumes there are no hidden or unapparent conditions of the subject property, subsoil, structures, or other improvements, if any, which would render them more or less valuable, unless otherwise stated. Further, the appraiser assumes no responsibility for such conditions or for the engineering which might be required to discover such conditions. That mechanical and electrical systems and equipment, if any, except as otherwise may be noted in this report, are assumed to be in good working order. The property appraised is assumed to meet all governmental codes, requirements, and restrictions, unless otherwise stated.
4. That no soils report of the subject property was provided to the appraiser; therefore information, if any, provided by other qualified sources pertaining to these matters is believed accurate, but no liability is assumed for such matters. Further, information, estimates and opinions furnished by others and contained in this report pertaining to the subject property and market data were obtained from sources considered reliable and are believed to be true and correct. No responsibility, however, for the accuracy of such items can be assumed by the appraiser.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

5. That unless otherwise stated herein, it is assumed there are no encroachments, easements, soil toxics/contaminants, or other physical conditions adversely affecting the value of the subject property.
6. That no report(s) pertaining to mold, organic toxins, or chemical substances at the subject property was provided to the appraiser; therefore, information, if any, provided by other qualified sources pertaining to these matters is believed accurate, but no liability is assumed by the appraiser for such matters. That unless otherwise stated herein, the subject property has been appraised assuming the absence of mold, organic toxins, the presence of asbestos, or other organic and/or chemical substances which may adversely affect the value of the subject property.
7. That no opinion is expressed regarding matters which are legal in nature or which require specialized investigation or knowledge ordinarily not employed by real estate appraisers, even though such matters may be mentioned in the report.
8. That no oil rights have been included in the opinion of value expressed herein. Further, that oil rights, if existing, are assumed to be at least 500 feet below the surface of the land, without the right of surface entry.
9. That the distribution of the total valuation in this report between land and improvements, if any, applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
10. That the valuation of the property appraised is based upon economic and financing conditions prevailing as of the date of value set forth herein. Further, the valuation assumes good, competent, and aggressive management of the subject property.
11. That the appraiser has conducted a visual inspection of the subject property and the market data properties. Should subsequent information be provided relative to changes or differences in (1) the quality of title, (2) physical condition or characteristics of the property, and/or (3) governmental

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

restrictions and regulations, which would increase or decrease the value of the subject property, the appraiser reserves the right to amend the final estimate of value.

12. That the appraiser, by reason of this appraisal, is not required to give testimony in court or at any governmental or quasi-governmental hearing with reference to the property appraised, unless contractual arrangements have been previously made therefor.
13. That drawings, plats, maps, and other exhibits contained in this report are for illustration purposes only and are not necessarily prepared to standard engineering or architectural scale.
14. That this report is effective only when considered in its entire form, as delivered to the client. No portion of this report will be considered binding if taken out of context.
15. That possession of this report, or a copy thereof, does not carry with it the right of publication, nor shall the contents of this report be copied or conveyed to the public through advertising, public relations, sales, news, or other media, without the written consent and approval of the appraiser, particularly with regard to the valuation of the property appraised and the identity of the appraiser, or the firm with which he is connected, or any reference to the Appraisal Institute, or the American Society of Appraisers, or designations conferred by said organizations.
16. That the form, format, and phraseology utilized in this report, except the Certification, and Terms and Definitions, shall not be provided to, copied, or used by, any other real estate appraiser, real estate economist, real estate broker, real estate salesperson, property manager, valuation consultant, investment counselor, or others, without the written consent and approval of Ronald P. Laurain.
17. That this appraisal study is considered completely confidential and will not be disclosed or discussed, in whole or in part, with anyone other than the client, or persons designated by the client.

TERMS AND DEFINITIONS

Certain technical terms have been used in the following report which are defined, herein, for the benefit of those who may not be fully familiar with said terms.

MARKET VALUE (or Fair Market Value):

Market value is sometimes referred to as Fair Market Value; the latter is a legal term and a common synonym of Market Value. Market value as defined in Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) is defined as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing, or sales concessions granted by anyone associated with the sale."

SALES COMPARISON APPROACH:

One of the three accepted methods of estimating Market Value. This approach consists of the investigation of recent sales of similar properties to determine the price at which said properties sold. The information so gathered is judged and considered by the appraiser as to its comparability to the subject properties. Recent comparable sales are the basis for the Sales Comparison Approach.

TERMS AND DEFINITIONS (Continued)

COST-SUMMATION APPROACH:

Another accepted method of estimating Market Value. This approach consists of estimating the new construction cost of the building and yard improvements and making allowances for appropriate amount of depreciation. The depreciated reconstruction value of the improvements is then added to the Land Value estimate gained from the Sales Comparison Approach. The sum of these two figures is the value indicated by the Cost-Summation Approach.

INCOME CAPITALIZATION APPROACH:

The Income Capitalization Approach consists of capitalizing the net income of the property under study. The capitalization method studies the income stream, allows for (1) vacancy and credit loss, (2) fixed expenses, (3) operating expenses, and (4) reserves for replacement, and estimates the amount of money which would be paid by a prudent investor to obtain the net income. The capitalization rate is usually commensurate with the risk, and is adjusted for future depreciation or appreciation in value.

DEPRECIATION:

Used in this appraisal to indicate a lessening in value from any one or more of several causes. Depreciation is not based on age alone, but can result from a combination of age, condition or repair, functional utility, neighborhood influences, or any of several outside economic causes. Depreciation applies only to improvements. The amount of depreciation is a matter for the judgment of the appraiser.

HIGHEST AND BEST USE:

Used in this appraisal to describe that private use which will (1) yield the greatest net return on the investment, (2) be permitted or have the reasonable probability of being permitted under applicable laws and ordinances, and (3) be appropriate and feasible under a reasonable planning, zoning, and land use concept.

SUBJECT PROPERTY DESCRIPTION

SUBJECT PROPERTY



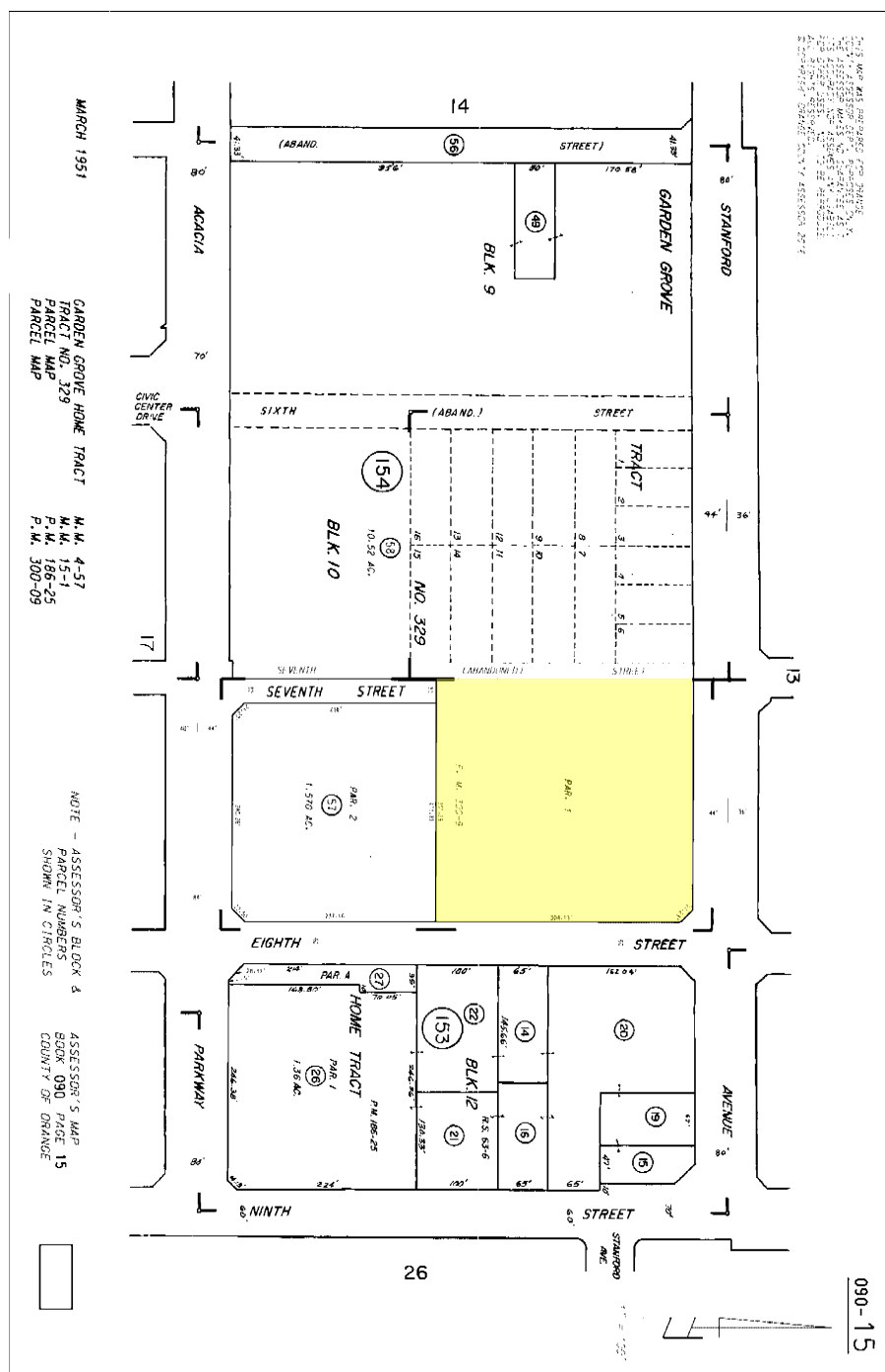
Aerial photograph of the subject property (Parcel 1).

VESTEE:	City of Garden Grove
ADDRESS:	11390-11400 Stanford Avenue Garden Grove, CA 92840
LEGAL DESCRIPTION:	Parcel 1, per map recorded in Book 300, Page 09 of Maps, in the office of the County Recorder, County of Orange, California.
COMMENT:	The subject property identified herein as Parcel 1 represents the north portion of the larger Assessor's Parcel Number (APN) 090-154-57.

SITE DESCRIPTION

LOCATION:	The subject property is located at the southwest corner of Stanford Avenue and Eighth Street, in the City of Garden Grove.
LAND SHAPE:	Effectively rectangular land configuration.
DIMENSIONS:	Various dimensions, per Assessor's map.
LAND AREA:	96,073 square feet, per information provided by the City of Garden Grove.
TOPOGRAPHY:	Effectively level.
DRAINAGE:	Appears to be adequate.
FLOOD HAZARD:	The subject property is located on FEMA Flood Zone Map 06059C0143J, dated December 3, 2009; per said map, the subject site is located in Flood Zone X, an area of 0.2% chance of flood. Flood insurance (for improved properties) is not federally required by lenders for loans on properties in Flood Zone X.
SOIL STABILITY:	Appears to be adequate based on the subject development, as well as developments in the immediate area. A soils report, however, was not provided for review.
SOIL CONTAMINATION:	None known or observed, however, an environmental assessment report was not provided for review. The subject site has been appraised as though free of soil contaminants requiring remediation.

APN: 090-154-57 (portion)



R. P. LAURAIN
& ASSOCIATES
APPRAISERS - ANALYSTS

SITE DESCRIPTION (Continued)

OIL/MINERAL RIGHTS:	The subject appraisal specifically excludes any existing oil or mineral rights. Further, oil or mineral rights, if existing, are assumed to be at least 500 feet below the surface of the land, without the right of surface entry.
EARTHQUAKE FAULT:	While the greater Southern California area is prone to earthquakes, no seismic or geological studies were provided for review. No responsibility is assumed for the possible impact of seismic activity or earthquakes.
FRONTAGE:	The subject property has 295± feet of frontage on Stanford Avenue and 304.13 feet of frontage on Eighth Street.
RIGHT OF WAY WIDTH:	Stanford Avenue: 80 feet. Eighth Street: 60 feet.
STREET SURFACING:	Asphalt paved traffic lanes.
CURB, GUTTER, SIDEWALK:	Concrete curbs, gutters, and sidewalks.
STREET LIGHTS:	Street lights mounted ornamental standards.
UTILITIES:	Water, gas, electric power, telephone service, and sanitary sewer are available in the immediate area.
ENCROACHMENTS:	None apparent, however, a survey pertaining to the subject property was not provided for review.

SITE DESCRIPTION (Continued)

EASEMENTS:

A Preliminary Title Report was not provided for review. Easements, if existing, are assumed to be located along the property boundaries and/or not interfering with the existing or any future highest and best use development. It is **assumed there are no "cross-lot" or "blanket"** easements which will preclude a highest and best use development.

ILLEGAL USES:

None observed.

PRESENT USE:

Credit Union of Southern California and City of Garden Grove Police annex facility.

ZONING:

The subject property was recently re-zoned per Ordinance No. 2925 to be within the CC-3 (Civic Center Core Mixed Use) zone district which "is established to encourage civic, educational, commercial, high-density residential, and compatible uses that enliven the **City's core and work together to create a** walkable, lively district that encourages interaction and engagement in community activities. Shared parking facilities, pedestrian orientation of buildings, high-quality architecture, pedestrian-scale landscaping, pathways, and signage reinforce the goal to create places where people, not cars, predominate."

The permitted base density was also recently increased from 42 units per acre to 60 units per acre, which base density is before consideration of any affordable housing or other bonus incentives. The minimum lot size is 15,000 square feet. The site is within a 75-foot height district, with a 45-foot height limitation along certain property boundaries.

SITE DESCRIPTION (Continued)

HIGHEST AND BEST USE:

The reader is referred to the first portion of the Valuation Analysis Section for a discussion regarding the highest and best use of the subject site.

IMPROVEMENTS

COMMENT:

The subject property is improved with a bank building utilized by a credit union, a public annex building utilized by the Garden Grove Police Department, an RV storage building, paved parking areas, landscaping, etc. It will be demonstrated in the Valuation Analysis Section, however, that the highest and best use of the subject property is demolition and clearing of the existing building and site improvements to make way for a multiple family residential development.

BANK BUILDING:

The bank building is located at 11390 Stanford Avenue and is occupied by Credit Union of Southern California. The building contains 3,925 square feet and is in overall average-good condition. Construction details include concrete block exterior walls; rolled asphalt roofing; anodized frame windows and doors; acoustic tile set in T-bar and drywall ceilings; ceramic tile and carpet floor coverings; painted drywall interior walls; two 2-piece restroom facilities; and a forced air heating and cooling system.

IMPROVEMENTS (Continued)

ANNEX BUILDING:

The annex building is located at 11400 Stanford Avenue and is currently occupied by the Garden Grove Police Department. The building contains 5,937 square feet and is in overall average condition. Construction details include wood frame and stucco construction; rolled asphalt roofing; anodized frame windows and doors; acoustic tile set in T-bar ceilings; ceramic tile and carpet floor coverings; two 3-piece restrooms; and a forced air heating and cooling system.

OWNERSHIP HISTORY

COMMENT:

Information regarding the date of acquisition by the City of Garden Grove was not provided to the appraiser. The acquisition of the property by a public agency, however, may not be reflective of, or relevant to, the current fair market value.

ASSESSMENT DATA

ASSESSOR'S PARCEL NO.: 090-154-57 (entire parcel)*

ASSESSED VALUATIONS: Land: \$1,428,607
Improvements: \$1,145,612

TAX RATE AREA: 18030

TAX YEAR: 2022-2023

REAL ESTATE TAXES: \$3,897.02*

*As noted, the subject property represents a portion of the larger APN. Real estate taxes will be adjusted in the event the subject property is sold to a private party. The adjusted **real estate taxes will be 1.02±% of the sale price, or Assessor's "cash value."** In the absence of a sale, transfer, or capital improvements, the maximum allowable increase in the assessed valuations is 2% per year, per Real Estate Tax Initiative of 1978 (Proposition 13).

NEIGHBORHOOD ENVIRONMENT

LOCATION:

The subject property is located in the central portion of the City of Garden Grove, in the Civic Center area. The immediate area is developed with certain public uses (library, city hall, police department, etc.), as well as private uses. The subject property is located within a quarter mile of the Garden Grove Fire Department, City Hall, and Garden Grove High School.

ACCESS:

Major north-south thoroughfares in the subject area include Euclid Street, Harbor Avenue, and Brookhurst Street. Major east-west thoroughfares include Garden Grove Boulevard, Trask Avenue, and Lampson Avenue. The Santa Ana (5) Freeway is located approximately three miles to the east and the Garden Grove (22) Freeway is located approximately 0.75 miles to the south of the subject property. Said freeways are part of the greater freeway network serving the Southern California region.

LAND USES:

The immediate neighborhood is zoned CC-3 (Civic Center Core). Primary streets are generally developed with multiple family residential uses as well as certain commercial retail, office, and related uses. The majority of secondary streets in the immediate subject area are developed with multiple family residential developments. Further, as stated, there are various public uses in the immediate area.

The City of Garden Grove encompasses 18 square miles populated by just under 175,000 residents within the corporate limits of the City. The predominant land use in the City is residential (51%), followed by commercial and industrial (14%). Office use make up less than 1% of the land within the city limits. The remaining land area is open space, institutional/-government, vacant land parcels, and street and railroad rights of way.

NEIGHBORHOOD ENVIRONMENT (Continued)

BUILT-UP: The subject neighborhood is effectively 95% built-up, including public parks, public facilities, parking lots and school sites.

PRICE RANGE: Single family residential properties generally range from \$500,000 to exceeding \$800,000, exclusive of condominium developments.

The indicated price range is dependent upon the various elements of comparability which include location, building size, building condition, design, number of bedrooms and baths, and the overall land size.

PRICE TREND: There was an upward value trend affecting residential properties in the greater subject market area from the first part of 2013 through the mid portion of 2018, after which the rate of increase subsided. Residential property values, however, continued to increase, though at lower rates of appreciation, from the first portion of 2019 through the first portion of 2020, after which there was a significant decrease in residential sales activity and property values. Note that single family residential property values were not negatively affected by the COVID-19 pandemic and **resultant "Stay-at-home" orders (lockdown)**, which began in March 2020, however, certain multiple family properties experienced a stabilization in pricing and sales volumes due, in part, to rent ordinances which precluded rent increases in certain markets.

While the number of sale transactions decreased at the start of the lockdown, a number of agents, as well as various published articles, have indicated that after some limited activity, residential buying activity surged, with many residential property listings receiving multiple **offers, sometimes at "above asking" prices.**

NEIGHBORHOOD ENVIRONMENT (Continued)

PRICE TREND: (continued)

In the first portion of 2021, there was a significant increase in the single family residential market, which experienced annual increases in property values in excess of 20%. Said increases continued through the latter portion of 2021, due to historically low mortgage interest rates, as well as a lack of inventory. Multiple family residential properties likewise saw some slight increases in property values throughout 2021. In the first portion of 2022 the rate of appreciation for single family properties began to decrease slightly, and the market generally stabilized in the latter portion of 2022 through the present time, due primarily to inflationary concerns and a significant rise in interest rates. Multiple family residential property values remained relatively stable through the first portion of 2022, however, based on discussions with brokers and other market participants there has been a **"softening" in the multiple family residential** market, especially for vacant land parcels, from the mid portion of 2022 through the present time, due primarily to the rise in interest rates and difficulty in obtaining construction financing.

AGE RANGE:

The age range of residential buildings in the immediate and general subject market area is generally from 25 to 70 years. Single family residential properties within the immediate subject market area range from effectively new to 70 years.

OTHER:

The availability and adequacy of public facilities, transportation, schools, commercial facilities, recreational opportunities, and residential housing are rated fair-average. The City of Garden Grove provides police protection and fire protection. Refer to the CoStar Central OC West market report, as well as the Orange County Regional Data, in the Addenda Section.

VALUATION ANALYSIS

VALUATION ANALYSIS

The purpose of this valuation study is the estimation of market value of the subject property, as of the date of value set forth herein. Prior to the application of the appraisal process, which in this case employs the Sales Comparison Approach, it is necessary to consider and analyze the highest and best use of the subject property.

HIGHEST AND BEST USE ANALYSIS:

The 14th Edition of The Appraisal of Real Estate, by the Appraisal Institute, defines highest and best use on Page 332, as follows:

"The reasonably probable use of property that results in the highest value."

In the process of forming an opinion of highest and best use, consideration must be given to various environmental and political factors such as zoning restrictions, probability of zone change, private deed restrictions, location, land size and configuration, topography, and the character/quality of land uses in the immediate and general subject market area.

There are four basic criteria utilized in the highest and best use analysis of a property as if vacant, as well as presently improved. The four criteria are summarized as follows:

1. Physically possible.
2. Legally permissible.
3. Financially feasible.
4. Maximally productive.

The foregoing are typically considered sequentially; for example, a specific use may prove to be maximally productive, however, if it is not legally permissible, or physically possible, the productivity is irrelevant.

The subject property is located at the southwest corner of Stanford Avenue and Eighth Street, in the Civic Center area of the City of Garden Grove. The subject property identified herein as Parcel 1 contains 96,073 square feet of land area. The site has a corner location on two secondary streets.

VALUATION ANALYSIS (Continued)

HIGHEST AND BEST USE ANALYSIS: (Continued)

The site has a generally rectangular land configuration. The subject property is rated average-good with respect to overall corner location/access.

All public utilities including water, gas, electric power, telephone, as well as sanitary sewer are available to the site. The physical characteristics of the subject parcel are considered adequate to accommodate legally permissible uses.

The subject property was recently re-zoned and is located in the CC-3 (Civic Center Core Mixed Use) zone district. The permitted base development density, before affordable housing or other incentives and bonuses, is 60 units per acre. The subject site contains 96,073 square feet, or 2.206 acre, allowing a base density of 132 units. The minimum lot size is 15,000 square feet and the maximum building height is generally 75 feet, however, the height is reduced to 45 feet along property boundaries.

The subject property is currently improved with (1) a bank building occupied by a credit union containing 3,926 square feet, and (2) a police annex (office) building containing 5,938 square feet, occupied by the City of Garden Grove Police Department, and related on-site improvements (RV storage building, parking areas, landscaping, paving, etc.). Said uses are considered legally permissible, with the credit union occupancy considered as a pre-existing legal nonconforming use. The buildings contain 9,864 total square feet.

The credit union building was leased for \$5,390 per month (effective December 1, 2019), or \$1.37 per square foot of building area, with a one-year option. The police annex building is a public use. For the purpose of a feasibility analysis, the value as improved has been considered assuming a conversion of the police annex building to an office use.

Under the feasibility study a rental rate at or above the upper end of office rental rates of \$2.50 per square foot has been employed. A vacancy factor of 5% and an expense ratio of 35% is applied to derive the net operating income (NOI). The NOI is then capitalized at 5.0% in the feasibility analysis to derive an indicated value of \$3,654,612, as follows:

VALUATION ANALYSIS (Continued)

HIGHEST AND BEST USE ANALYSIS: (Continued)

Annual Market Rent:	
9,864 sf x \$2.50 x 12 =	\$ 295,920
Vacancy rate: 5%	- 14,796
Effective Gross Income:	\$ 281,124
Expenses: 35%	- 98,393
Net Operating Income:	\$ 182,731
Capitalization Rate:	5.0%
Indicated Value as Improved:	\$ 3,654,612

As stated, the subject site contains 96,073 square feet of land area. The foregoing value of \$3,654,612 equates to \$38.04 per square foot of land area, as presently improved.

It will be demonstrated in the latter portion of this section that the value of the underlying land, as if vacant and available for a private highest and best use development, is \$89.00 per square foot, adjusted to \$8,550,000. As such, it is apparent that the value of the subject site, as if vacant, significantly exceeds the value as improved.

After considering the physical characteristics of the subject property, as well as the legally permissible and financially feasible uses, the maximally productive use, and therefore, the highest and best use of the subject property is multiple family residential development at or near the maximum allowable density. Any interim value of the existing improvements is considered offset by demolition and clearing of the same to make way for a highest and best use multiple family residential development. The subject property has been appraised accordingly.

VALUATION ANALYSIS (Continued)

VALUATION METHODS:

There are three conventional methods (approaches) which can be used to estimate value. They are the Sales Comparison Approach, Cost-Summation Approach, and Income Capitalization Approach. The reader is referred to the last portion of the Preface Section, following the heading "Terms and Definitions," for a brief description of each approach to value.

There are three conventional methods (approaches) which can be used to estimate value. They are the Sales Comparison Approach, Cost-Summation Approach, and Income Capitalization Approach. The Sales Comparison Approach is the only valuation method considered reliable as an indicator of land value.

SALES COMPARISON APPROACH:

The Sales Comparison Approach takes into account properties which have sold in the open market. This approach, whether applied to vacant or improved property, is based on the Principle of Substitution which states, "The maximum value of a property tends to be set by the cost of acquiring an equally desirable substitute property, assuming no costly delay is encountered in making the substitution." Thus, the Sales Comparison Approach attempts to equate the subject property with sale properties by reviewing and weighing the various elements of comparability.

The Sales Comparison Approach has been applied to the subject property after an investigation was conducted of reasonably comparable industrial land having recently sold within the immediate and general subject market area. The reader is referred to the Market Data Section for detailed information pertaining to each sale property. Refer also to the Market Data Map in the Market Data Section, for an illustration of the location of each sale property.

The reader is referred to the summary of Land Value Indicators on the following page. The sale properties surveyed consist of effectively vacant land parcels, and improved parcels acquired for redevelopment, ranging in size from 20,366 to 244,466 square feet. The purchase prices per square foot of land area range from \$74.31 to \$147.30. The sales are set forth in chronological order and took place between February 2021 and December 2022. Due to the lack of sale properties in the immediate subject area it was necessary to expand the geographical and chronological search parameters.

LAND VALUE INDICATORS:

<u>Data</u>	<u>Date</u>	<u>Zoning</u>	<u>Land Size</u>	<u>Corner</u>	<u>Sale Price</u>	<u>Units Density</u>	<u>\$ Per SF \$/Unit</u>
1	2-21	R3	27,989 sf	no	\$2,080,000	18 28 du/ac	\$74.31 \$115,556
	7935-7941 Greenleaf Ave., Whittier						
2	7-21	HDR	244,466 sf	yes	\$19,500,000	139 25 du/ac	\$79.77 \$140,288
	445 S. Van Buren St., Placentia						
	entitled						
3	9-21	CC-3	41,778 sf	yes	\$3,800,000	58 60 du/ac	\$90.96 \$65,517
	11432 Stanford Ave., Garden Grove						
4	10-21	CCA	33,750 sf	yes	\$3,220,000	23 30 du/ac	\$95.41 \$140,000
	2212 E. 7th St., Long Beach						
	entitled						
5	12-21	R-4	46,440 sf	no	\$4,800,000	24 23 du/ac	\$103.36 \$200,000
	13800 Milton Ave., Westminster						
	entitled						
6	3-22	R3-1XL-CPIO	20,503 sf	yes	\$2,650,000	25 53 du/ac	\$129.25 \$106,000
	1627 Beacon St., San Pedro						
7	12-22	C2-1	20,366 sf	yes	\$3,000,000	36 77 du/ac	\$147.30 \$83,333
	16101 S. Figureroa St., Gardena						
	entitled						

VALUATION ANALYSIS (Continued)

SALES COMPARISON APPROACH: (Continued)

Financing and Cash Equivalency Adjustments:

Sale properties are adjusted for financing arrangements involved in transactions which are not market-typical. A cash equivalency adjustment is generally made in those cases where the cash down payment is generally less than 10% of the purchase price and the financing is other than conventional. The less-than-typical cash down payment, combined with other than conventional financing (such as seller financing), could influence a higher purchase price.

All of the sale properties involved all cash transactions, conventional or construction financing which were deemed typical of the market with the exception of Data 7, which involved seller financing based on a short-term (six month) **"bridge" loan. The listing agent indicated the buyer has been unable to** obtain construction financing and is currently in default on the short term loan and, absent the seller loan the asking price would have been reduced. As such, a downward adjustment of 20% is applied to Data 7 for seller financing. A cash equivalency adjustment, therefore, has not been applied to any of the sale transactions.

Market Conditions:

An adjustment for market conditions (date of sale) is appropriate when certain sales occur during a rising or declining market. The adjustments are based upon observations of the real estate market and value appreciation/declining cycles dating back more than 15 years.

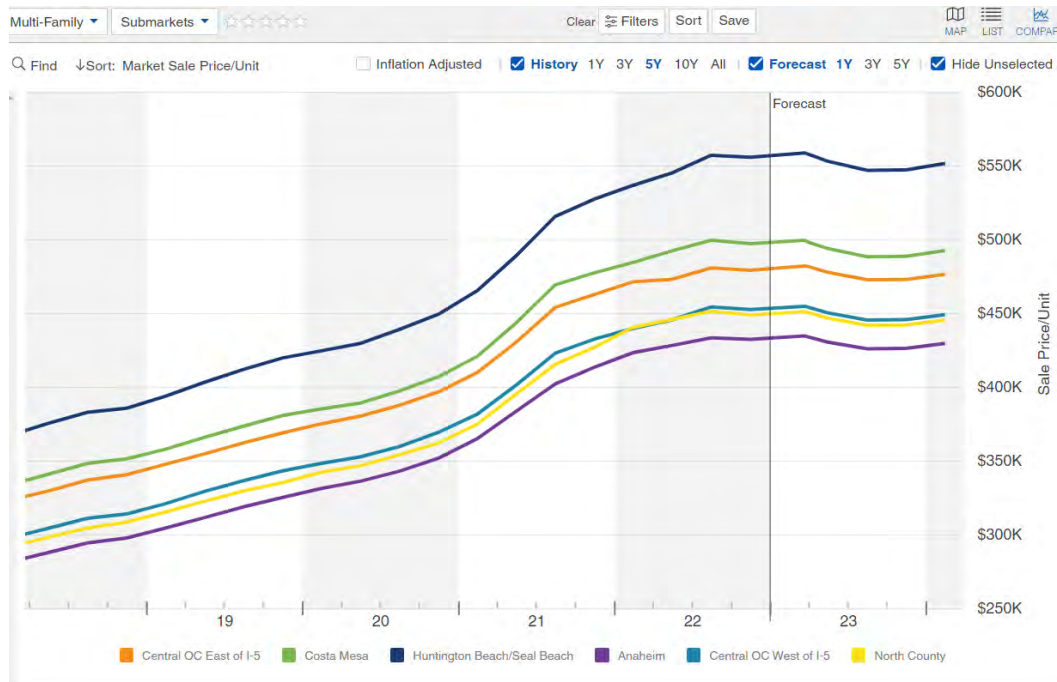
Real estate trends affecting residential properties in the subject market area experienced an upward value trend starting in 2013 and the rate of increase accelerated in 2015 through 2021. Note that single family residential property values were not negatively affected by the COVID-19 pandemic and resultant **"Stay-at-home" orders (lockdown), which began in March 2020**, however, certain multiple family properties experienced a stabilization in pricing and sales volumes due, in part, to rent ordinances which precluded rent increases in certain markets, which stabilization is not necessarily reflected in certain data.

VALUATION ANALYSIS (Continued)

SALES COMPARISON APPROACH: (Continued)

Multiple family residential properties saw some slight increases in property values throughout 2021. In the first portion of 2022 the rate of appreciation for single family properties began to decrease slightly, and the market generally stabilized in the latter portion of 2022 through the present time, due primarily to inflationary concerns and a significant rise in interest rates. Multiple family residential property values remained relatively stable through the first portion of 2022, however, based on discussions with brokers and other market participants there has been a “softening” in the multiple family residential market, especially for vacant land parcels, from the mid portion of 2022 through the present time, due primarily to the rise in interest rates and difficulty in obtaining construction financing.

The reader is referred to the following CoStar graph pertaining to various multiple family residential markets in the general subject area. The reader is also referred to excerpts from the Multiple Family Submarket report, Central OC West, as obtained from CoStar, in the Addenda Section containing additional data and information pertaining to multiple family residential trends.



VALUATION ANALYSIS (Continued)

SALES COMPARISON APPROACH: (Continued)

Based on the foregoing, the market conditions adjustment applied to the sale properties is based on the following schedule:

January-December 2021:	+ 6.0% per year,	or	+ 0.5% per month
January-June 2022:	0.0% per year,	or	0.0% per month
January-December 2022:	- 6.0% per year,	or	- 0.50% per month
January-March 2023:	- 6.0% per year,	or	- 0.50% per month

Given the current uncertainty in the market due to recent inflationary and interest rate concerns, the adjustments for market conditions are applied to the various sale properties beginning the first full month following the date of sale through and including March 2023.

Elements of Comparability:

All of the sales employed herein conveyed title to the fee simple interest, and represent arms-length transactions. After viewing all of the land sale properties, an analysis was made of the various elements of comparability. Some of those elements include, but are not limited to, the following:

General location.	Corner location/access.
Best use/zoning.	Topography.
Development density.	Plans or entitlements.
Land size.	Off-site improvements.
Land configuration and utility.	Improvements/demolition

As stated, the marketability of each sale property was considered. Marketability is the practical aspect of selling a property in view of all the elements constituting value, and certain economic and financing conditions prevailing as of the date of sale.

It should be noted that the above elements of comparability were not assigned equal weight in making the analysis of each property. The general location, best use/zoning density, land configuration, corner location/access, freeway proximity, and improvements/demolition were considered the most important factors when analyzing the various sale properties, in the subject case.

VALUATION ANALYSIS (Continued)

SALES COMPARISON APPROACH: (Continued)

The reader is referred to the Land Sales Comparison Grid on the following page. As stated, quantitative adjustments have been applied to the various sale properties for market conditions (date of sale). The elements of comparability have been considered on a qualitative basis due to the lack of direct market evidence regarding quantitative adjustments in the subject market. Note that the various elements of comparability were not assigned similar weight; the overall comparability of each sale property is set forth on the bottom of the Comparison Grid.

Data 1 and 7, located in Whittier and Gardena, respectively, are deemed inferior to the subject property regarding general location. Data 6, located in San Pedro with an ocean view, is deemed superior with respect to location. The remaining sell properties are considered generally similar regarding location.

Note that larger properties, whether improved or vacant land, sometimes sell at overall lower rates per square foot in accordance with general economic principals, however, this is partially offset when considering the development density. As such, Data 1, 4 and 7, which represent smaller lot and block parcels, are deemed superior to the subject site (on a rate per square foot basis). Conversely, Data 2, representing a larger acreage parcel, is deemed inferior with respect to land size, on a rate per square foot basis.

The subject property has a base development density of 60 units per acre, or one unit per 726 square feet of land area. In such consideration, Data 7, having a higher development density, is deemed superior to the subject property when considered on a rate per square foot basis. Data 1, 2, 4 and 5, having lower development densities, are deemed inferior accordingly. Data 3 and 6 are considered to have generally comparable development densities.

MARKET ANALYSIS COMPARISON GRID								
Data		1	2	3	4	5	6	7
Purchase price:		\$2,080,000	\$19,500,000	\$3,800,000	\$3,220,000	\$4,800,000	\$25	\$36
Rate per sq. ft.:		\$74.31	\$79.77	\$90.96	\$95.41	\$103.36	\$129.25	\$147.30
Property rights:	fee simple	fee simple	fee simple	fee simple	fee simple	fee simple	fee simple	fee simple
Conditions of sale:	- - - - -	typical	typical	typical	typical	typical	typical	typical
Financing:	- - - - -	cash	typical	typical	0.0%	typical	cash	seller -20%
Date of sale:	- - - - -	2-21	7-21	9-21	10-21	12-21	3-22	12-22
Market conditions:	- - - - -	0.50%	-2.00%	-3.00%	-3.50%	-4.50%	-4.50%	-1.50%
Adjusted unit rate:								
Rate per sq. ft.:		\$74.68	\$78.17	\$88.23	\$92.07	\$98.71	\$123.43	\$115.63
Comparability:	<u>Subject</u>							
General location:	average	Sale is: inferior	Sale is: similar	Sale is: similar	Sale is: similar	Sale is: similar	Sale is: superior	Sale is: inferior
Land size (sf):	96,073	superior	inferior	similar	superior	similar	superior	superior
Best use / zoning density:	MFR; 60 du/ac	inferior	inferior	similar	inferior	inferior	similar	superior
Land configuration:	typical	similar	inferior	sl. inferior	sl. inferior	similar	similar	sl. inferior
Corner location / access:	avg.-good	inferior	inferior	similar	similar	inferior	similar	similar
Topography:	level	similar	similar	similar	similar	similar	similar	similar
Improvements/demolition:	interim	similar	similar	similar	similar	similar	similar	similar
Plans/Entitlements:	no	similar	superior	similar	superior	superior	similar	superior
Off-site improvements:	average	similar	similar	similar	similar	similar	similar	similar
Data		1	2	3	4	5	6	7
Overall comparability:		inferior	inferior	slightly inferior	superior	superior	superior	superior

VALUATION ANALYSIS (Continued)

SALES COMPARISON APPROACH: (Continued)

The subject property has a rectangular land configuration. Data 2 is has an irregular land configuration and is deemed inferior, while Data 3, 4, and 7 have slightly irregular land configurations and are deemed slightly inferior.

The subject property has a corner location and overall access is rated average-good. Data 1, 2 and 5, having inside locations, are deemed inferior regarding corner location/access.

Data 2, 4 and 5 sold as entitled sites and Data 7 sold with "ready to issue" plans. Said sale properties are deemed superior regarding plans/entitlements.

No other adjustments were warranted in the subject case.

The reader is referred to the following array of the land sale properties utilized herein. The sales are placed in order within the array by rating with respect to overall comparability, i.e. superior, similar, inferior. Based on the foregoing, the market conditions adjusted unit rates applicable to the land sale properties range from \$43.84 to \$88.58 per square foot of land area, as follows:

<u>Data</u>	<u>Overall Comparability</u>	<u>Rate Per SF Land</u>
6	superior	\$123.43
7	superior	\$115.63
5	superior	\$ 98.71
4	superior	\$ 92.07
Subject	- - -	\$ 89.00
3	slightly inferior	\$ 88.23
2	inferior	\$ 78.17
1	inferior	\$ 74.68

All of the sale properties were considered helpful in the analysis, however, it is noted that Data 3 is located across the street from the subject property, and is in the same zone district. The selling broker indicated, however, that the buyer of Data 3 is proposing a senior residential care facility. Further, Data 3 is deemed superior regarding market conditions (and was adjusted downward 3.0%), but is deemed slightly inferior regarding land configuration. As such, the implied rate applicable to the subject property is considered to be slightly above the market conditions adjusted rate of \$88.23 indicated by Data 3.

VALUATION ANALYSIS (Continued)

SALES COMPARISON APPROACH: (Continued)

Based on the foregoing, the unit rate considered applicable to the subject property, is estimated at \$89.00 per square foot of land area, as follows:

Land Value:

96,073 SF @ \$89.00 = \$8,550,497.

Adjusted: \$8,550,000.

FINAL ESTIMATE OF VALUE:

Based on the foregoing valuation, the fee simple market value of the subject property, as of March 15, 2023, is estimated at:

\$8,550,000

MARKETING EXPOSURE:

The marketing exposure of a particular property is a direct function of supply and demand within a particular market segment. Generally, a higher demand results in a shorter marketing period. During the course of market research for the subject valuations, interviews were conducted with parties involved in the transactions employed in the Sales Comparison Approach. Based on said interviews, as well interviews with real estate brokers specializing in the subject market area, the marketing exposure estimated for the subject property, assuming an aggressive and comprehensive marketing program, is approximately 3 to 9 months.

MARKET DATA

MARKET DATA SUMMARY

LAND VALUE INDICATORS

<u>Data</u>	<u>Date</u>	<u>Zoning</u>	<u>Land Size</u>	<u>Corner</u>	<u>Sale Price</u>	<u>Units Density</u>	<u>\$ Per SF \$/Unit</u>
1	2-21	R3	27,989 sf	no	\$2,080,000	18	\$74.31
	7935-7941 Greenleaf Ave., Whittier					28 du/ac	\$115,556
2	7-21	HDR	244,466 sf	yes	\$19,500,000	139	\$79.77
	445 S. Van Buren St., Placentia					25 du/ac	\$140,288
3	9-21	CC-3	41,778 sf	yes	\$3,800,000	58	\$90.96
	11432 Stanford Ave., Garden Grove					60 du/ac	\$65,517
4	10-21	CCA	33,750 sf	yes	\$3,220,000	23	\$95.41
	2212 E. 7th St., Long Beach					30 du/ac	\$140,000
5	12-21	R-4	46,440 sf	no	\$4,800,000	24	\$103.36
	13800 Milton Ave., Westminster					23 du/ac	\$200,000
6	3-22	R3-1XL-CPIO	20,503 sf	yes	\$2,650,000	25	\$129.25
	1627 Beacon St., San Pedro					53 du/ac	\$106,000
7	12-22	C2-1	20,366 sf	yes	\$3,000,000	36	\$147.30
	16101 S. Figureroa St., Gardena					77 du/ac	\$83,333

MARKET DATA # 1

7935-7941 Greenleaf Avenue
Whittier



GRANTOR:	SNW Development, Inc.	APN:	8141-027-015, 036
GRANTEE:	KK Properties Group, LLC	LAND SIZE:	27,989 sq.ft
SALE DATE:	February 24, 2021	ZONING:	R3
DOC. NO.:	309619	TOPOGRAPHY:	Effectively level
SALE PRICE:	\$2,080,000	PRESENT USE:	Vacant land
TERMS:	All cash	BLDG. IMPS.:	None

VALUE INDICATION: \$74.31 per SF land

MARKET DATA #2

445 South Van Buren Street
Placentia



GRANTOR:	Placentia VB, LLC	APN:	346-164-22, 25, 26
GRANTEE:	LCG-Placentia, LLC	LAND SIZE:	244,466 sq.ft
SALE DATE:	July 30, 2021	ZONING:	HDR
DOC. NO.:	484216	TOPOGRAPHY:	Effectively level
SALE PRICE:	\$19,500,000	PRESENT USE:	139 townhomes in construction phase
TERMS:	All cash	BLDG. IMPS.:	Demolished subsequent to sale

VALUE INDICATION: \$79.77 per SF land

MARKET DATA # 3

11432 Stanford Avenue
Garden Grove



GRANTOR:	Lora L. Umphress, et al	APN:	090-153-19
GRANTEE:	Threek Investments, LLC	LAND SIZE:	41,778 sq.ft
SALE DATE:	September 22, 2021	ZONING:	CC-3
DOC. NO.:	589096	TOPOGRAPHY:	Effectively level
SALE PRICE:	\$3,800,000	PRESENT USE:	SFRs scheduled for demolition
TERMS:	\$600,000 private	BLDG. IMPS.:	Older SFRs

VALUE INDICATION: \$90.96 per SF land

MARKET DATA # 4

2212 East 7th Street
Long Beach



GRANTOR:	Project Verve, LLC	APN:	7262-027-001, 2, 3, 16
GRANTEE:	ADC Long Beach, LLC	LAND SIZE:	33,750 sq.ft
SALE DATE:	October 15, 2021	ZONING:	CCA
DOC. NO.:	1559441	TOPOGRAPHY:	Effectively level
SALE PRICE:	\$3,220,000	PRESENT USE:	23 apartment units in construction phase
TERMS:	All cash	BLDG. IMPS.:	Demolished subsequent to sale

VALUE INDICATION: \$95.41 per SF land

MARKET DATA #5

13800 Milton Avenue
Westminster



GRANTOR:	Milton Avenue 24, LLC	APN:	203-311-13, 16, 24
GRANTEE:	RHF Holding Group	LAND SIZE:	46,440 sq.ft
SALE DATE:	December 17, 2021	ZONING:	R4
DOC. NO.:	757372	TOPOGRAPHY:	Effectively level
SALE PRICE:	\$4,800,000	PRESENT USE:	Vacant land
TERMS:	All cash	BLDG. IMPS.:	None

VALUE INDICATION: \$103.36 per SF land

MARKET DATA #6

1627 Beacon Street
San Pedro



GRANTOR:	1627 Beacon LLC	APN:	7456-019-027
GRANTEE:	Redondo 100 LLC	LAND SIZE:	20,503 sq.ft
SALE DATE:	March 31, 2022	ZONING:	R3-1XL-CPIO
DOC. NO.:	358254	TOPOGRAPHY:	Effectively Level
SALE PRICE	\$2,650,000	PRESENT USE:	Vacant lot
TERMS:	All cash	BLDG. IMPS.:	None
VALUE INDICATION:		\$129.25 per SF land	

MARKET DATA # 7

16101 South Figueroa Boulevard
Gardena



GRANTOR:	Sarashaool, LLC	APN:	6120-023-034
GRANTEE:	Alondra Property, LLC	LAND SIZE:	20,366 sq.ft
SALE DATE:	December 20, 2022	ZONING:	C2-1
DOC. NO.:	1186616	TOPOGRAPHY:	Effectively level
SALE PRICE:	\$3,000,000	PRESENT USE:	Vacant land
TERMS:	\$2,136,240 seller	BLDG. IMPS.:	None

VALUE INDICATION: \$147.30 per SF land

[illegible]

www.delorme.com



1" = 2.96 mi

Data Zoom 10-1

ADDENDA

See Photo No. 1 on first page of Subject Property Description Section.



PHOTO NO. 2: View looking southeasterly at the subject property from Stanford Avenue.



PHOTO NO. 3: View looking southwesterly at subject property from the intersection of Stanford Avenue and Eighth Street.



PHOTO NO. 4: View looking southeasterly at the bank facility.



PHOTO NO. 5: View looking southeasterly at the annex building.



PHOTO NO. 6: View looking west along Stanford Avenue.



PHOTO NO. 7: View looking east along Stanford Avenue.



PHOTO NO. 8: View looking south along Eighth Street.



PHOTO NO. 9: View looking north along Eighth Street.

COSTAR MULTIPLE FAMILY
SUBMARKET REPORT EXCERPT



Multi-Family Submarket Report

Central OC West of I-5

Orange County - CA

PREPARED BY

John Laurain
Vice President

Overview

Central OC West of I-5 Multi-Family

12 Mo. Delivered Units

865

12 Mo. Absorption Units

(413)

Vacancy Rate

4.7%

12 Mo. Asking Rent Growth

2.8%

Orange County's government is located in Santa Ana. The area is strategically located along several arterial freeways which provide easy access into Orange County's primary employment nodes further south and toward the coast.

Demand has filtered into new supply which has helped keep the vacancy rate at 4.7%, while averaging only 3.3% over the past five years. Yet, overall demand has been negative since the start of 2022 as household formation has ground to a halt due to factors including high rents, persistent inflation and high interest rates. Central OC West does have a heavy pipeline consisting of about 1,100 units which should apply upward pressure to the vacancy rate, at least in the near-term forecast. In fact, the pipeline reached its highest level in the past decade at the start of 2023 before Park on First

delivered.

Rents are up 2.8% year over year, although rent growth has moderated off its peak of 12.9% in early 2022. Historically high rent growth, although since retreating, has placed further pressure on renters by necessity in the submarket who have fewer affordable options to choose from.

Investors have shown steady interest in the submarket over the years. However, recently implemented rent control in the city of Santa Ana could deter some investors as the law mandates a rent cap of 3% annually or 80% of inflation. Similarly, rising interest rates have led many investors to show more restraint due to a period of pricing discovery.

KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	7,214	13.9%	\$2,838	\$2,804	49	603	765
3 Star	12,485	3.4%	\$2,324	\$2,314	(14)	0	353
1 & 2 Star	21,600	2.4%	\$1,751	\$1,744	(7)	0	0
Submarket	41,299	4.7%	\$2,209	\$2,194	28	603	1,118

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	3.1%	3.8%	4.8%	6.3%	2009 Q4	1.4%	2021 Q4
Absorption Units	(413)	168	360	1,641	2010 Q3	(535)	2022 Q4
Delivered Units	865	201	588	1,423	2010 Q3	0	2018 Q3
Demolished Units	0	11	13	190	2007 Q4	0	2022 Q4
Asking Rent Growth (YOY)	2.8%	3.2%	2.0%	12.9%	2022 Q1	-5.0%	2009 Q4
Effective Rent Growth (YOY)	2.4%	3.2%	1.9%	13.3%	2022 Q1	-5.3%	2009 Q4
Sales Volume	\$215M	\$245.9M	N/A	\$551.4M	2022 Q1	\$37.3M	2011 Q4

The vacancy rate has shifted by 3.0% year over year after a net of -400 units have been absorbed in the past 12 months. Absorption fell every quarter in 2022 as many renters have been financially squeezed out of the submarket due to rising rents coupled with persistent inflation and rising interest rates. Net absorption in luxury communities has been marginal year over year while it has plummeted in 2 and 3 Star properties over that period.

Many landlords have also noted that many renters are reluctant to move due to concern about finding another rental that isn't costlier. That is compelling some landlords to try to create vacancy in their communities so that they have more room to raise rents on the vacant unit. Looking ahead, supply additions are likely to apply further upward pressure to the rate heading in the coming quarters.

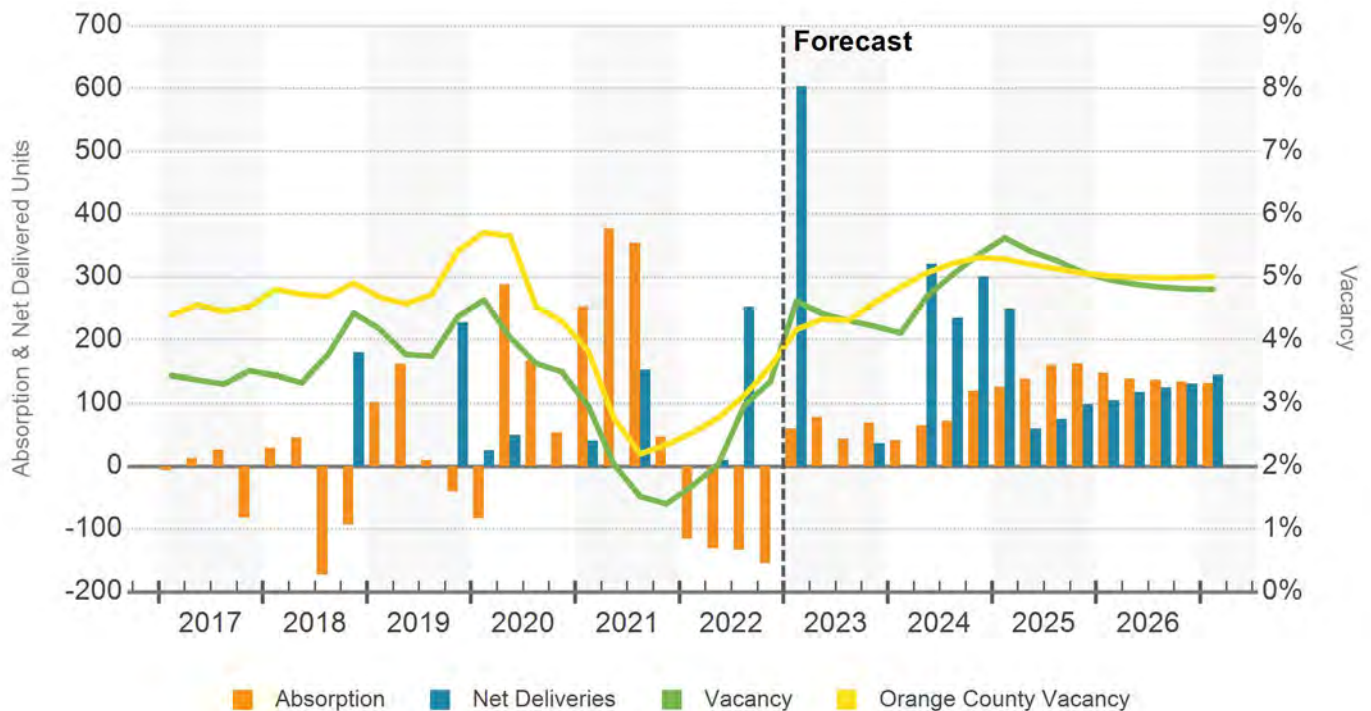
Downtown Santa Ana continues to gentrify and add restaurants, theaters and shops in the hope of attracting younger residents and visitors to the area. Apartment developers have joined the fray, looking to secure renters that are interested in the area's centrality and

affordability. In addition to gentrification downtown, work is underway on the \$400 million light rail project called the OC Streetcar that will connect Downtown Santa Ana with Garden Grove, providing another outlet for residents to expand their employment opportunities when the line opens in 2023.

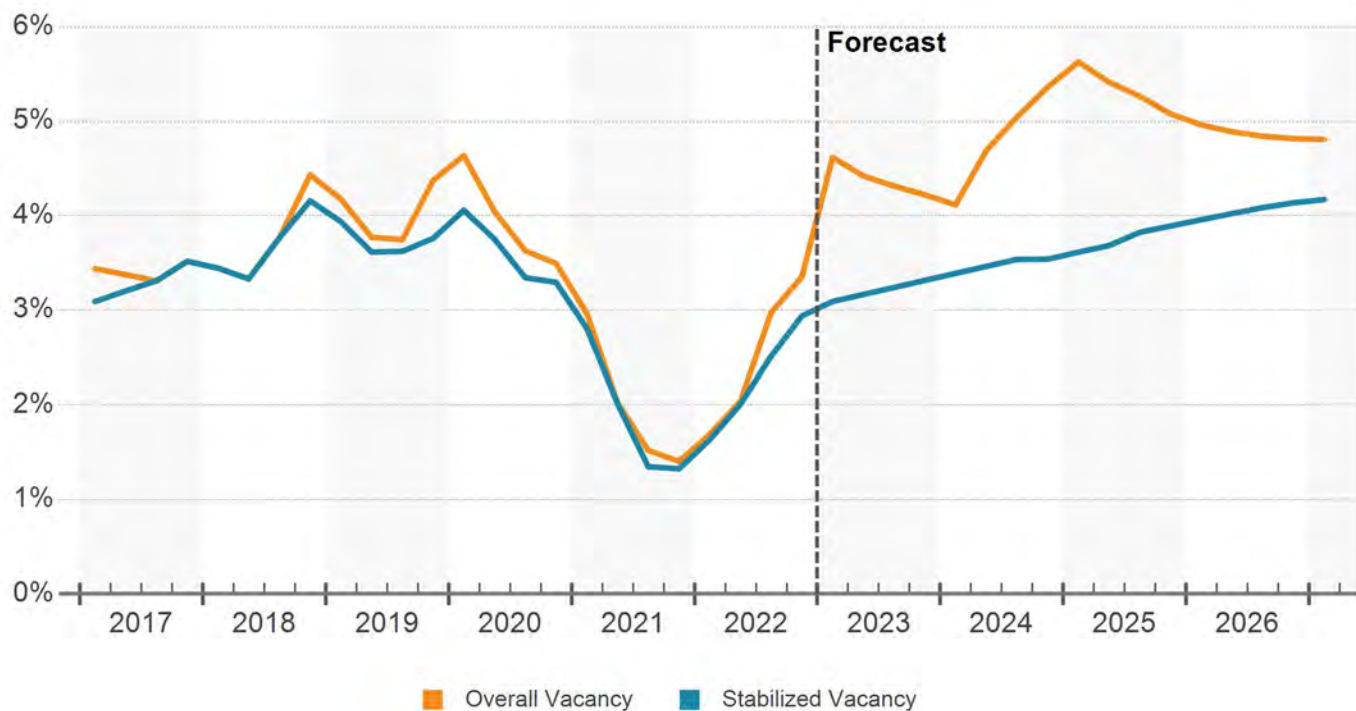
The submarket also includes a few Opportunity Zones, primarily in Downtown Santa Ana. The city hopes that developers will be enticed to build and renovate buildings in these areas due to the federal program's tax benefits, and several investors have done so with commercial properties.

Santa Ana passed rent control in November 2021 that covers properties built before 1996. The rent cap is set at 3% annually or 80% of inflation on these units, whichever is less. The city was the first to pass rent control in Orange County. And while other cities throughout the county had been considering this measure, the deceleration in rent growth across the region has made it less of a priority. Santa Ana followed up the rent control measure with a rental registry. The registry will track available units and rent increases.

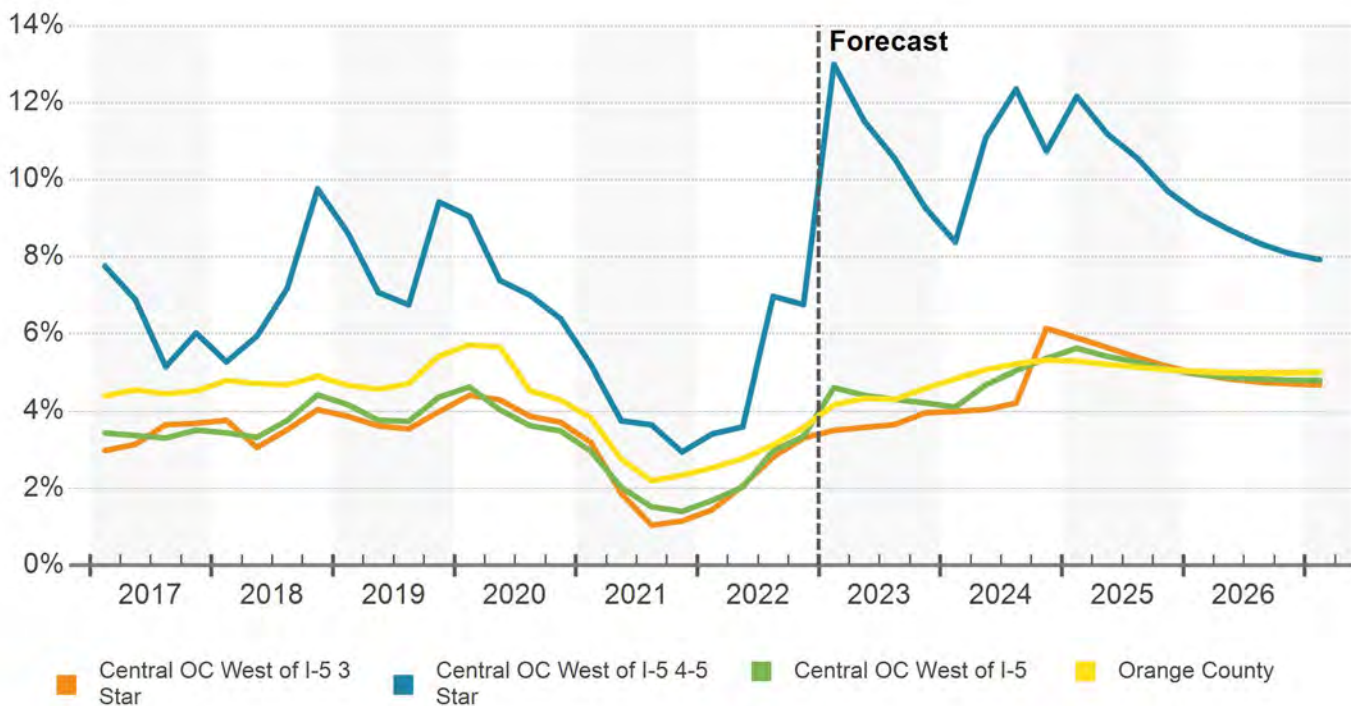
ABSORPTION, NET DELIVERIES & VACANCY



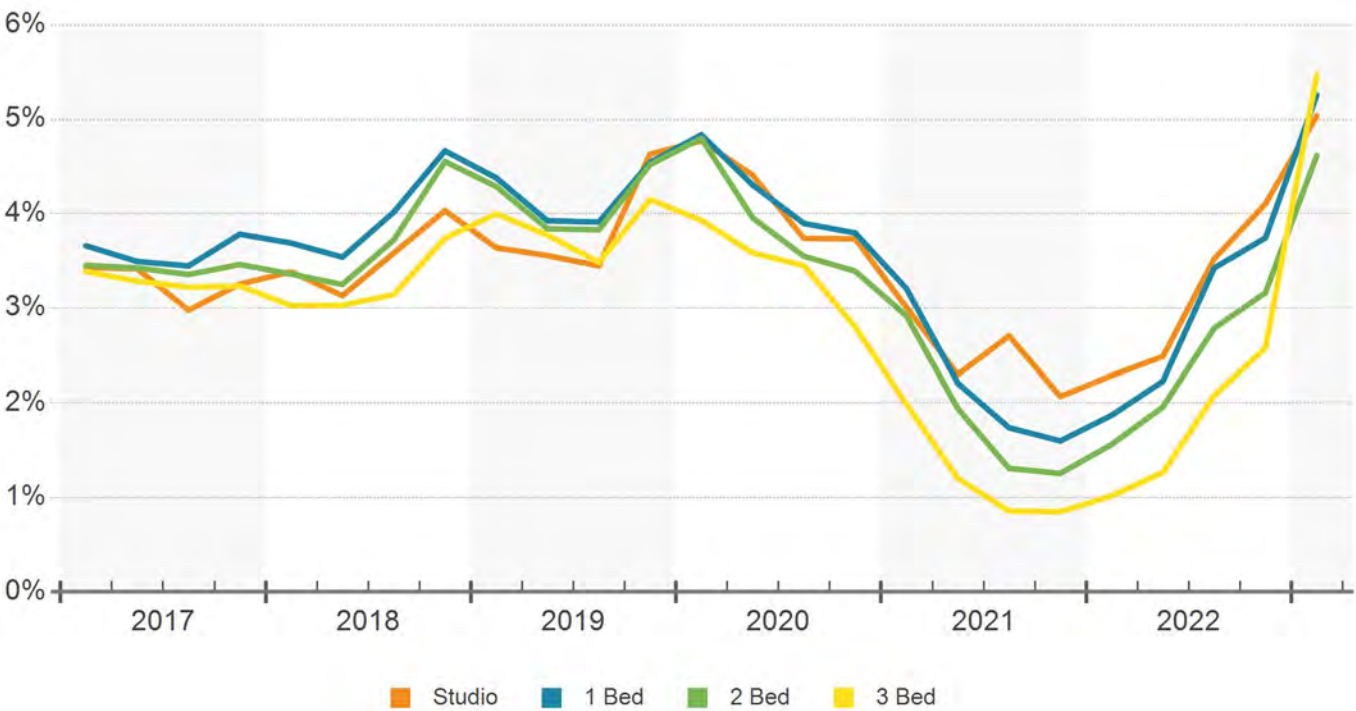
OVERALL & STABILIZED VACANCY



VACANCY RATE



VACANCY BY BEDROOM



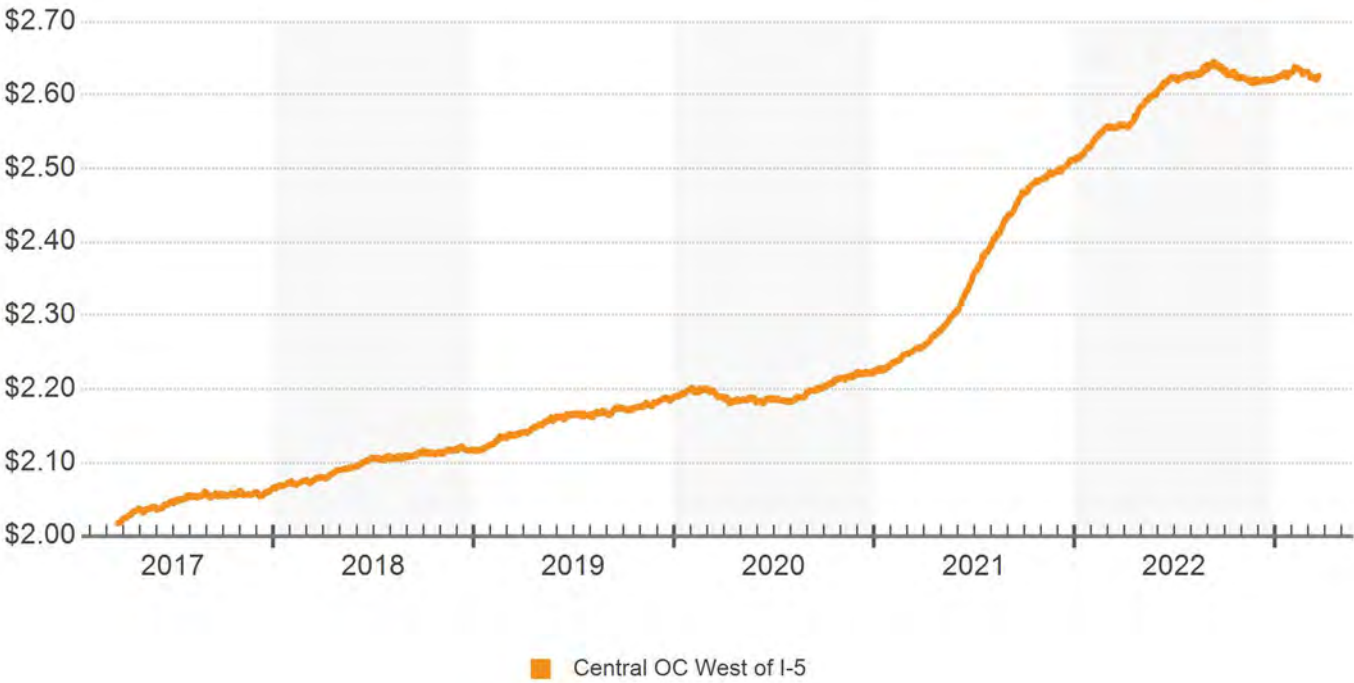
Year-over-year rent growth currently sits at 2.8%, compared with the five-year average of 4.8%. Annual rent growth has moderated from its historical peak of 12.9% in early 2022, following the county-wide trend as demand has fallen. Average rents have been largely flat since mid-2022.

Luxury apartments, although seeing the most consistent demand in the past year, have seen rent growth moderate most notably. Properties rated 1 & 2 Star will be most affected by the recently passed rent control in the city of Santa Ana because the vast majority were built before 1995. Most 3 Star communities also fall

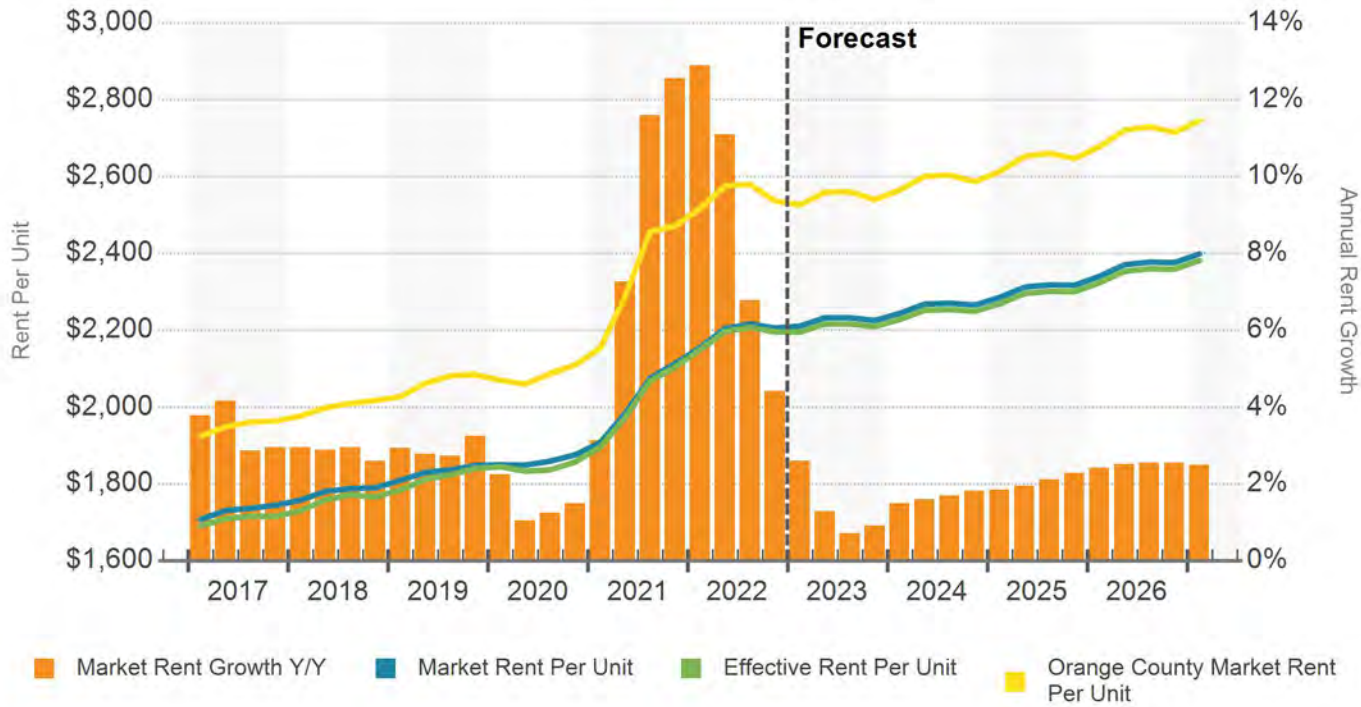
under that umbrella.

Median household income in Central OC West is among the lowest in the metro. Residents with lower-than-average incomes might be most comfortable in 1 & 2 Star and 3 Star apartments, where rent still makes up about 35% of income. Inventory rated 4 & 5 Star in the submarket is often out of reach for many residents, accounting for more than 50% of a renter's household income. This has caused many new developments to look outside the submarket for renters, while also being more permissive of higher rent-to-income ratios than what was seen in the past.

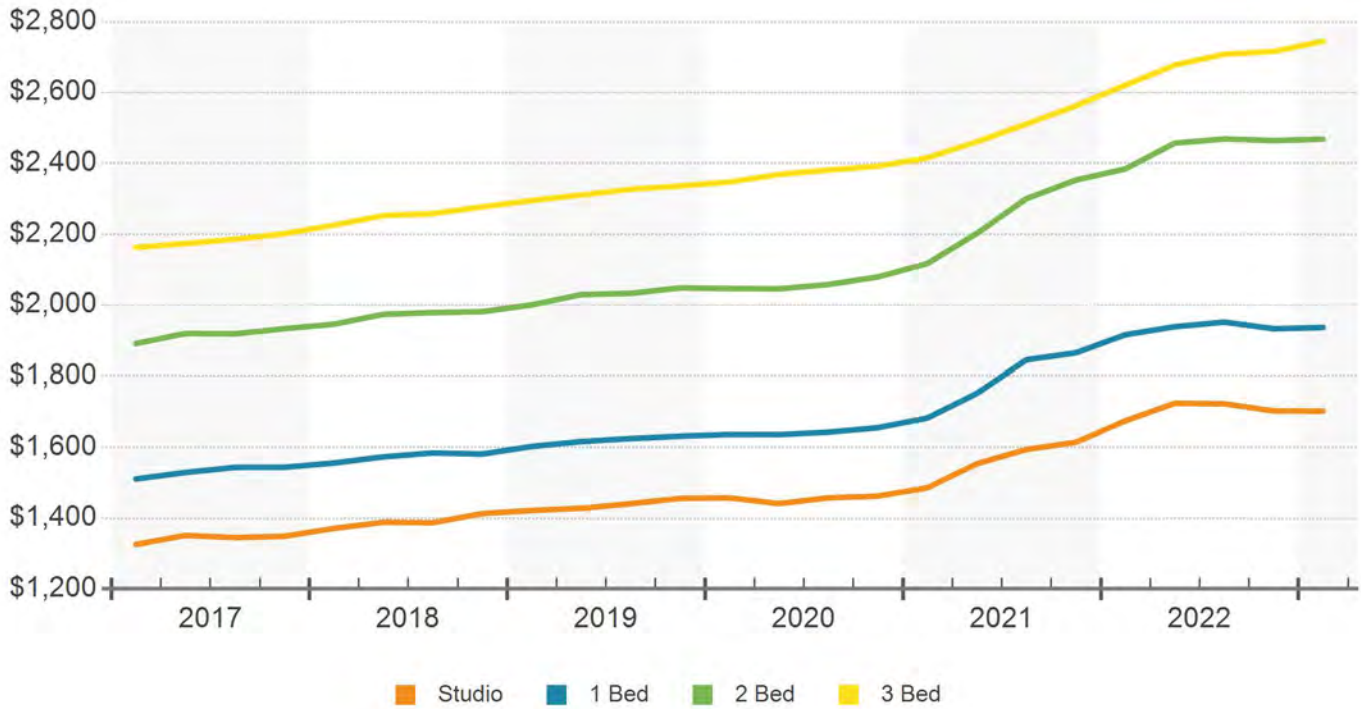
DAILY ASKING RENT PER SF



MARKET RENT PER UNIT & RENT GROWTH



MARKET RENT PER UNIT BY BEDROOM



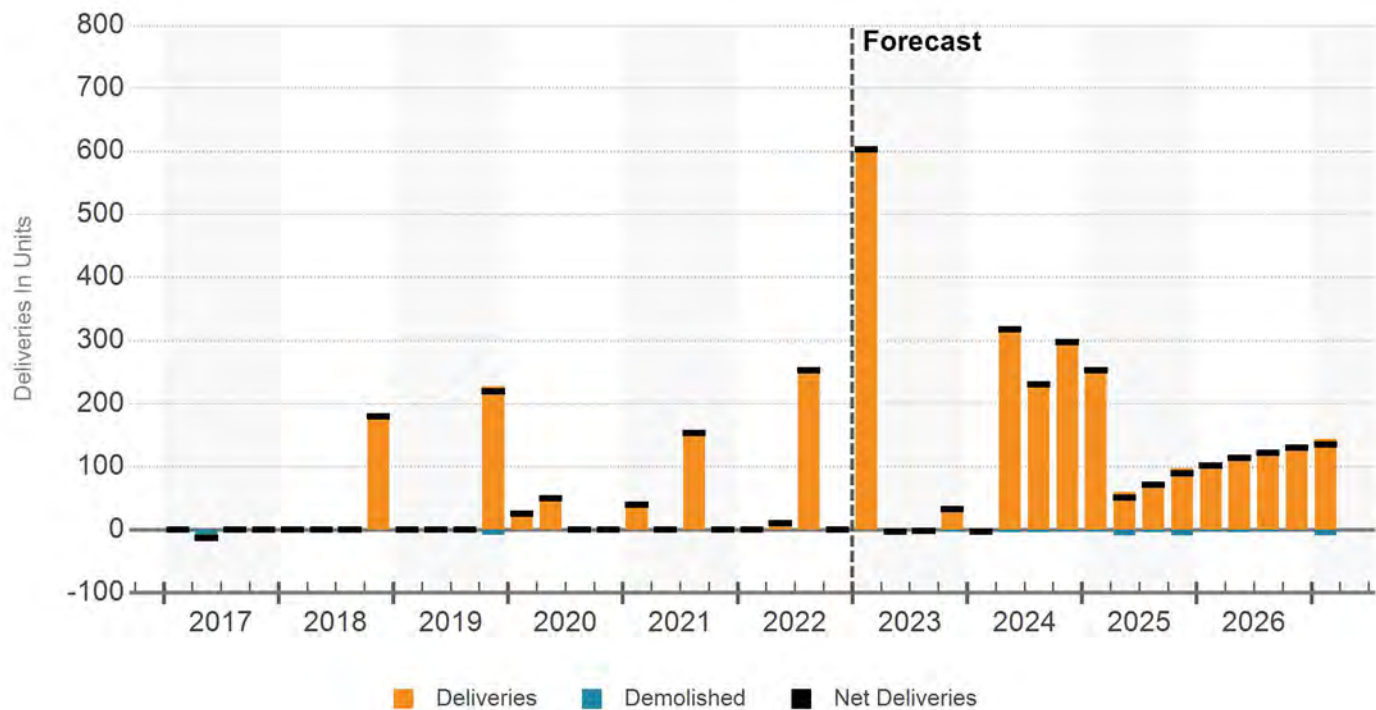
After a long drought in the pipeline, development activity has picked up in Central OC West of I-5 in recent years and much of it is concentrated in Opportunity Zones in Santa Ana. All told, a net of about 1,500 units have opened over the past five years, and roughly 1,100 units are under construction. That level, which has reached its highest level in 10 years, will apply upward pressure to vacancy as those properties begin delivering this year.

One of the largest recent projects was Park on First at Prentice Park in Santa Ana. The 603-unit property opened at the beginning of 2023 offering one month free on 12-month leases. The property is adjacent to I-5 and is within a mile of downtown Santa Ana and the Amtrak station. Amenities are similar to other new construction in Orange County, and it includes a gateway to the Santa Ana Zoo. It is one of the largest communities in the submarket.

DWS Group and Legacy Partners broke ground on the 226-unit Bloom in the southern part of Santa Ana in early 2021. It is scheduled to open in 2023 and is within striking distance of South Coast Plaza and high-paying jobs in Irvine, Tustin and Costa Mesa.

While not the norm, some developers are building outside Santa Ana city limits. Bonanni Development is building 300 units at 12736 Beach Blvd in Stanton called VRV. The low-rise project is expected to open by mid-2023. Bonanni is also building Cloud House in Stanton. The project will include more than 300 units. The central feature of the development is the rooftop skydeck, which is one of the largest in Orange County. Included on the sixth level of the parking structure, the expansive roof deck will be equipped with a lounge, pool and spa and fitness studio. The project will also include ground floor leasing, co-working spaces, and multiple courtyards throughout with its scheduled opening in 2024.

DELIVERIES & DEMOLITIONS



Central OC West of I-5 is often among the top targets for investors in Orange County, and the submarket has averaged 66 market-rate deals annually over the past five years. Although foreign investors have shown interest in the submarket occasionally, sales activity is driven by local and national capital. Transactional pricing has averaged about \$330,000/unit during the past 12 months, which is substantially lower than the Orange County average. Properties typically sell at a cap rate near 4%. The average size of communities to have sold in the past year was about 20 units.

Newly passed rent control could hinder investment in the near term, as local and middle-market investors are interested in Santa Ana properties built in 1995 or earlier. Similarly, rising interest rates have made investment less attractive given the cost of debt, and investment activity has taken a step back since the middle of 2022.

Investment volume has averaged \$335 million annually over the past five years, with a 12-month peak of \$551 million over that period. Buyers have received an average discount of roughly 7% off the asking price in

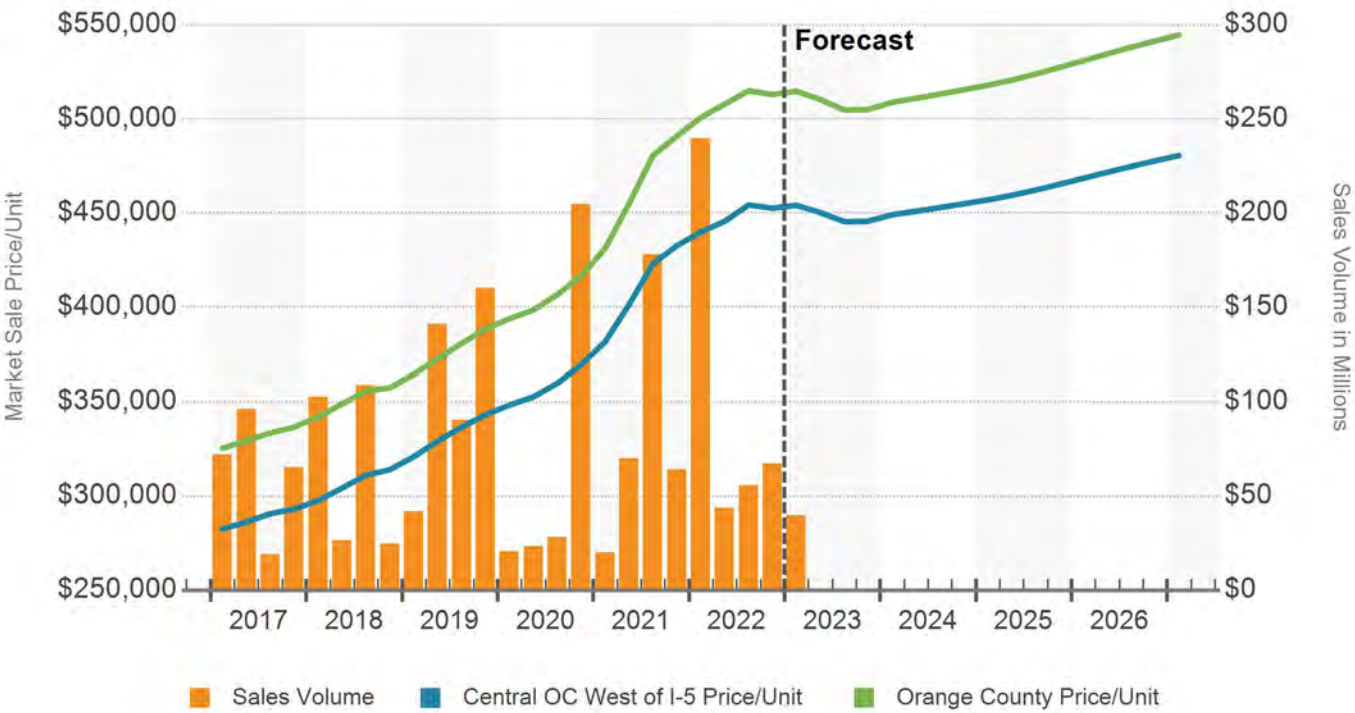
the past year, which is higher than historical trends.

Private local investors were involved on both ends of the sale for the Village Courtyard Apartments located at 8080 Bever Pl in Stanton at the end of 2022. The 58-unit community sold for \$19 million, or about \$328,000/unit, at a 3.2% cap rate. That was one of the lower cap rates in recent quarters here.

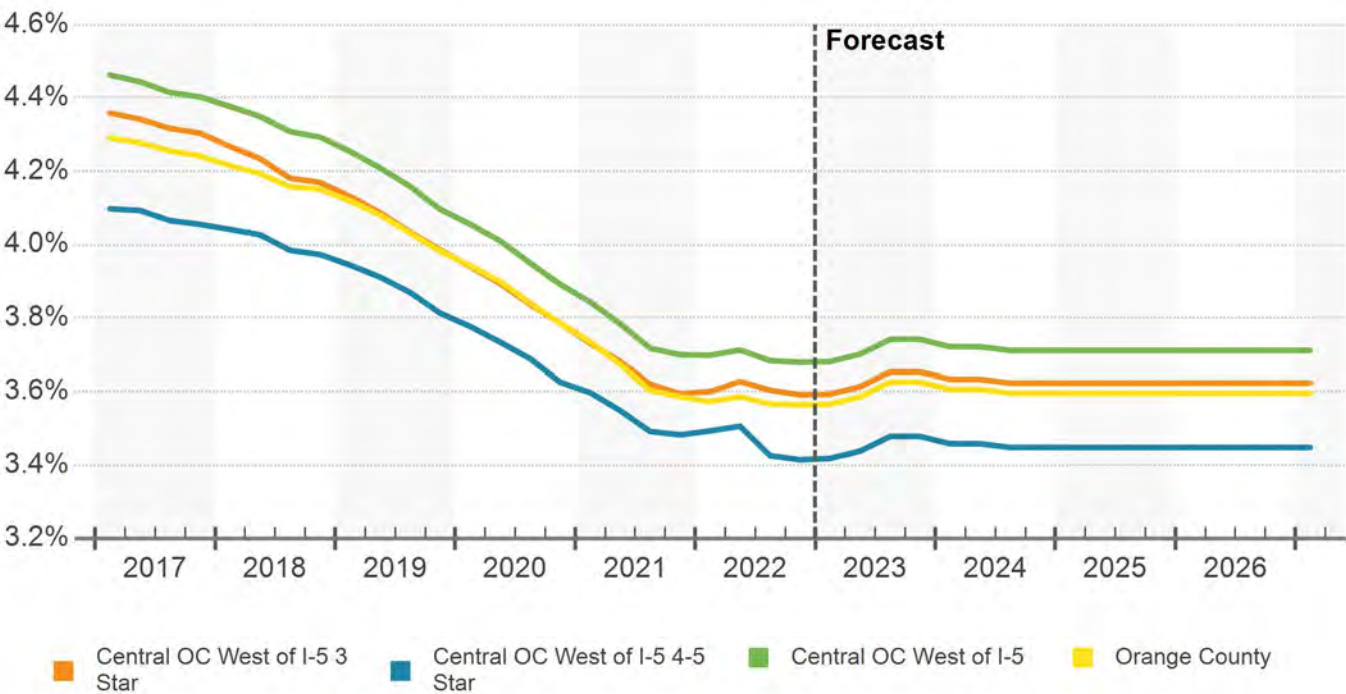
During 22Q3, a private investor purchased the 15-unit community located at 13871 Shady Ln in Garden Grove for \$7.7 million, or about \$516,000/unit, at a 4.1% cap rate. There was a credit of roughly \$210,000 to cover the cost of deferred maintenance. The buyer will likely undertake a capital improvement program. The property last sold in 2011 for \$3.2 million.

A private investor acquired the 25-unit Garden Apartments located at 7920 Trask Ave in Westminster during 22Q2 for \$9.3 million, or about \$372,000/unit, at a 3.96% cap rate. The buyer was expected to improve the units. This deal represented the seller's downleg in a 1031 exchange.

SALES VOLUME & MARKET SALE PRICE PER UNIT



MARKET CAP RATE



Sales Past 12 Months

Central OC West of I-5 Multi-Family

Sale Comparables

Avg. Price/Unit (thous.)

Average Price (mil.)

Average Vacancy at Sale

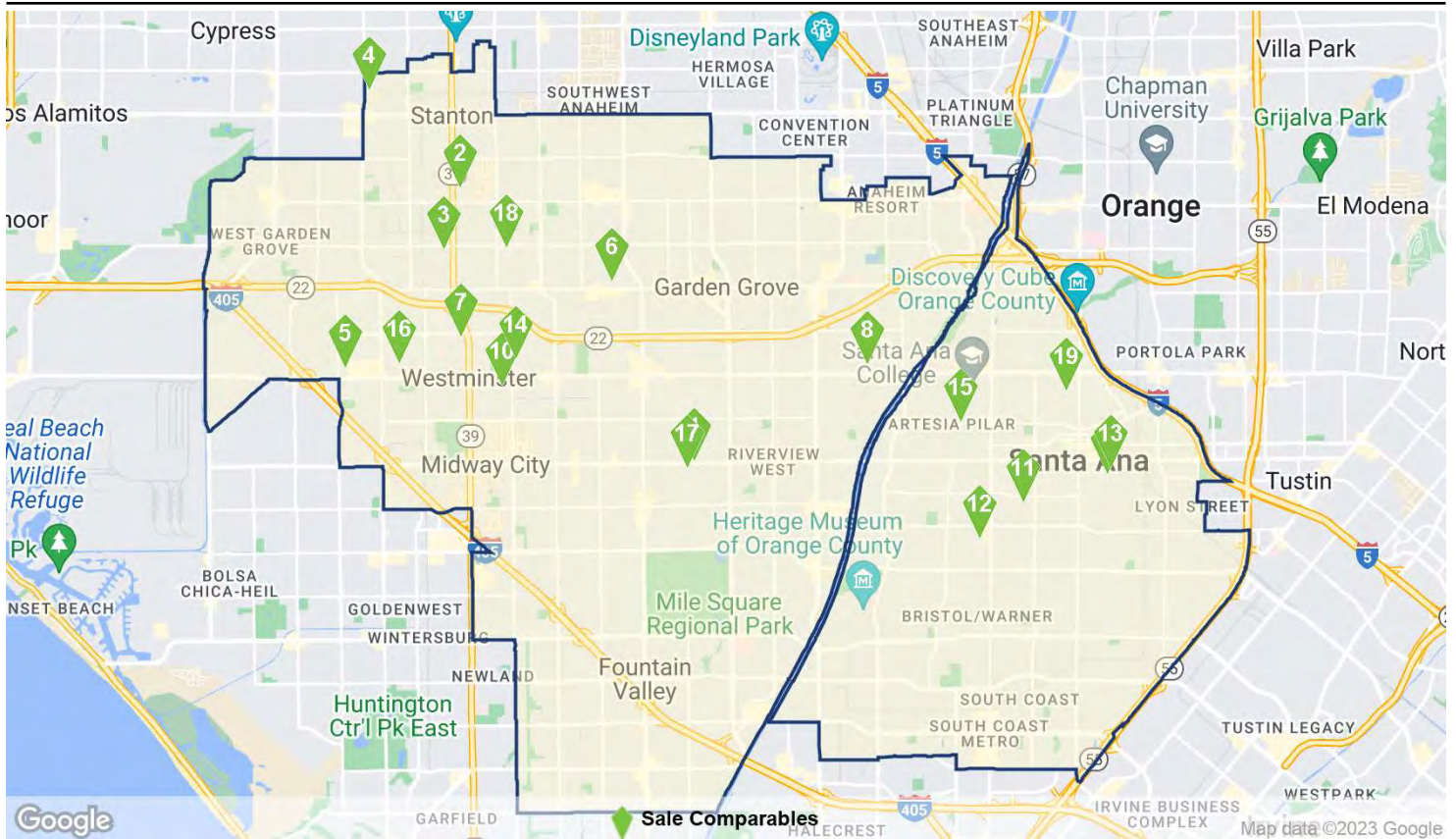
46

\$324

\$4.7

1.7%

SALE COMPARABLE LOCATIONS



SALE COMPARABLES SUMMARY STATISTICS

Sales Attributes	Low	Average	Median	High
Sale Price	\$1,500,000	\$4,674,674	\$2,750,000	\$20,000,000
Price/Unit	\$189,928	\$324,336	\$309,167	\$516,000
Cap Rate	3.2%	4.5%	4.3%	10.0%
Vacancy Rate At Sale	0%	1.7%	0%	6.8%
Time Since Sale in Months	0.3	6.3	6.4	12.0
Property Attributes	Low	Average	Median	High
Property Size in Units	5	14	10	60
Number of Floors	1	1	2	2
Average Unit SF	163	823	845	2,205
Year Built	1906	1966	1963	1988
Star Rating	★★★★★	★★★★★ 2.1	★★★★★	★★★★★

Sales Past 12 Months

Central OC West of I-5 Multi-Family

RECENT SIGNIFICANT SALES

Property Name/Address		Property Information				Sale Information			
		Rating	Yr Built	Units	Vacancy	Sale Date	Price	Price/Unit	Price/SF
1	Bolsa West Apartments 10621 Bolsa Ave	★★★★★	1977	60	0%	11/17/2022	\$20,000,000	\$333,333	\$262
2	Village Courtyard Apartments 8080 Bever Pl	★★★★★	1971	58	0%	10/5/2022	\$19,025,000	\$328,017	\$370
3	Kwan Yin Apartments 7932 Lampson Ave	★★★★★	1963	45	6.8%	1/17/2023	\$16,785,000	\$373,000	\$343
4	Heritage Point 10680 Knott Ave	★★★★★	1964	28	0%	6/8/2022	\$10,390,000	\$371,071	\$383
5	13872 La Pat Pl	★★★★★	1963	30	3.3%	3/2/2023	\$10,000,000	\$333,333	\$465
6	Acacia Villa Apartments 9832-9858 Acacia Ave	★★★★★	1962	24	4.2%	12/15/2022	\$10,000,000	\$416,666	\$404
7	Garden Apartments 7920 Trask Ave	★★★★★	1964	25	0%	6/9/2022	\$9,300,000	\$372,000	\$487
8	13871 Shady Ln	★★★★★	1986	15	0%	8/15/2022	\$7,740,000	\$516,000	\$414
9	502 E Pine St	★★★★★	1982	18	0%	9/28/2022	\$6,215,000	\$345,277	\$319
10	8361 15th St	★★★★★	1963	20	0%	9/13/2022	\$5,960,000	\$298,000	\$480
11	Richland Apartments 1003 Richland Ave	★★★★★	1986	17	0%	6/27/2022	\$5,500,000	\$323,529	\$267
10	8361 15th St	★★★★★	1963	20	0%	5/12/2022	\$5,300,000	\$265,000	\$427
12	1140 S Poplar St	★★★★★	1960	20	0%	3/31/2022	\$5,000,000	\$250,000	\$331
13	520 E Walnut St	★★★★★	1983	16	0%	8/30/2022	\$4,975,000	\$310,937	\$320
14	13784-13792 Newland	★★★★★	1964	10	0%	7/20/2022	\$4,200,000	\$420,000	\$427
15	1629 Civic Center Dr W	★★★★★	1987	13	0%	8/8/2022	\$4,100,000	\$315,384	\$333
16	13811 Cherry St	★★★★★	1978	8	0%	11/22/2022	\$3,650,000	\$456,250	\$475
17	15052 Ward St	★★★★★	1981	7	0%	9/7/2022	\$3,425,000	\$489,285	\$482
18	12551 Adelle St	★★★★★	1970	12	0%	4/1/2022	\$3,350,000	\$279,166	\$127
19	1408 N Broadway St	★★★★★	1929	12	0%	5/16/2022	\$3,250,000	\$270,833	\$329



ORANGE COUNTY
REGIONAL DATA



ORANGE COUNTY PROFILE

PLACE/LAND USE



799

LAND AREA
(SQ MILES)



4,040

PERSONS
PER SQ MILE



42

MILES OF
COASTLINE



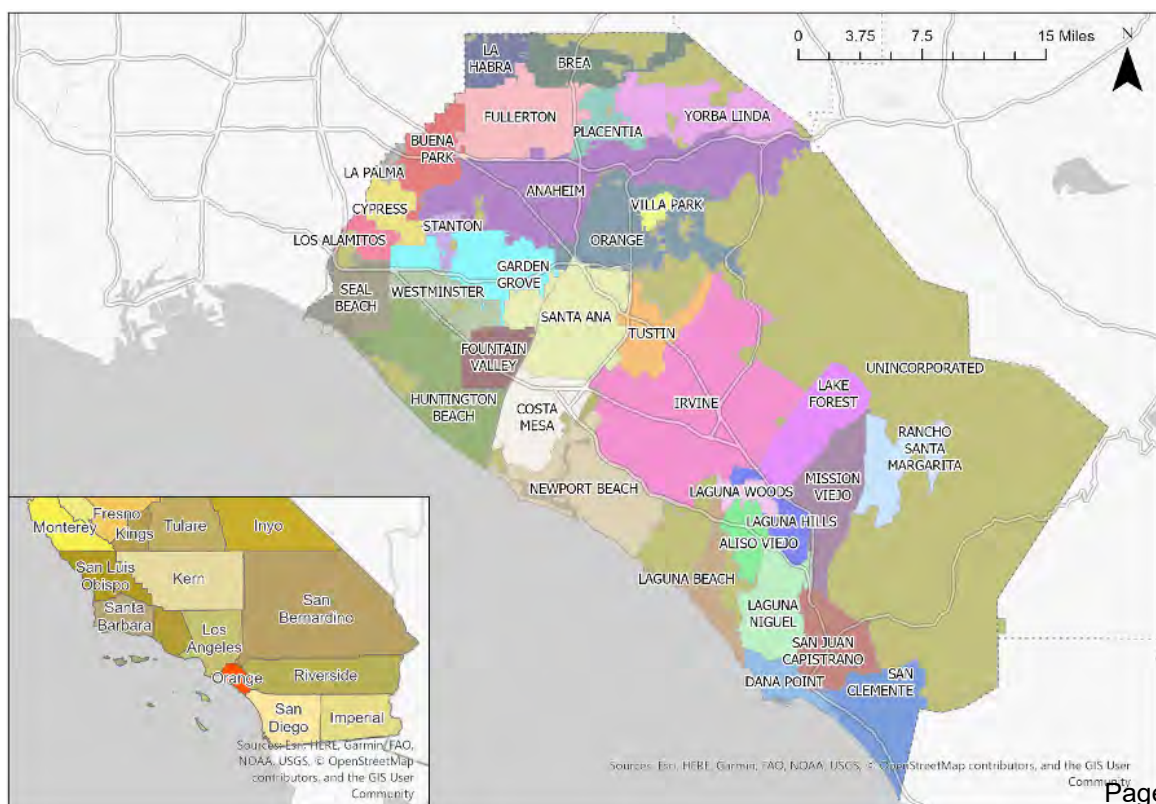
34

CITIES
& SEVERAL LARGE
UNINCORPORATED
AREAS

ORANGE COUNTY HAS **8%** OF CALIFORNIA'S POPULATION
BUT ONLY **0.5%** OF ITS LAND AREA

Southern California, which spans over 42,000 square miles with 209 cities and a population of over 22 million people, remains a global travel and business destination with a diverse culture and economy. Located in the heart of Southern California, Orange County neighbors nearly every county in the region, allowing access to the region's lucrative job market and entrepreneurial business environment.

SOUTHERN CALIFORNIA AND ORANGE COUNTY, 2020



Orange County had a population of 3,228,519 in 2020, making it the sixth-largest county in the nation. After growing from a bedroom community into an economic powerhouse and then dramatically recovering from the Great Recession, Orange County faces perhaps its greatest economic challenge. While the COVID-19 pandemic may rival the Great Recession in its economic impact, Orange County's demonstrated economic resilience, combined with its broad range of competitive advantages and industry clusters, suggests the region is well-positioned to weather these disruptions.

POPULATION DENSITY

Orange County had an average population density of 4,040 residents per square mile, 6.0 percent more than in 2010. Orange County is significantly denser than neighboring counties.

ORANGE COUNTY POPULATION PER SQUARE MILE, 2020

COUNTY	POPULATION PER SQUARE MILE
Orange	4,040
Los Angeles	2,527
Riverside	339
San Bernardino	109
San Diego	797
California (Statewide)	163

Source: California Department of Finance, Demographic Research Unit





ORANGE COUNTY PROFILE

PEOPLE/DEMOGRAPHICS/DIVERSITY



3,222,498

**CURRENT
POPULATION**
(2020)



3,696,326

**PROJECTED
POPULATION**
(2060)



**PERCENT GROWTH IN
POPULATION**

ORANGE COUNTY - 6TH LARGEST COUNTY IN THE U.S.

Orange County's population is large and growing; it is the third-largest county in California and the sixth-largest in the nation. It has more residents than 21 states, including Utah, Iowa, Nevada, Arkansas, and Mississippi.

BECOMING OLDER

Orange County's average age continues to increase as younger populations shrink, and older populations increase in overall size. The county had a median age of 38.3 years in 2018, higher than the national average (38.2 years), which it lagged the previous year, and well above the state average (36.7 years).

NEW BIRTHS, INTERNATIONAL MIGRATION FUELING GROWTH

Natural increase - births minus deaths - has driven population growth in Orange County for decades, with population growth averaging 22,656 since 2010. While foreign immigration remains strong, averaging 15,169 annually since 2010, net migration, on the other hand, has turned increasingly negative due in large part to high housing costs. Orange County's strong labor market, research universities, and high quality of life continue to attract immigrants from around the world. 30 percent of the county's population was foreign-born in 2018, compared to only 6 percent in 1970.

OLDER POPULATION SET TO EXPAND

Residents aged 65 and older are the only segment of the population expected to see growth between 2020 and 2060, at which point they are projected to represent 25 percent of the county's population.

TOP 10 COUNTRIES OF ORIGIN, 2018

COUNTRY	FOREIGN-BORN POPULATION
Mexico	303,392
Vietnam	157,670
Korea	75,793
China	61,238
Philippines	52,954
India	36,507
Iran	24,147
Taiwan	23,142
El Salvador	22,023
Canada	13,913

Source: U.S. Census Bureau, American Community Survey, 1-Year Estimates, Table B05006

ORANGE COUNTY REMAINS A STANDOUT IN SOUTHERN CALIFORNIA

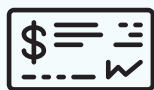
BY THE NUMBERS SNAPSHOT: ORANGE COUNTY CHARACTERISTICS COMPARED TO REGIONAL PEERS, 2020

COUNTY	MEDIAN HOUSEHOLD INCOME	MEDIAN AGE	POVERTY LEVEL (%)	MEAN COMMUTE TIME (IN MINUTES)
Orange	\$89,759	38.3	10.5%	28.3
San Diego	\$79,079	36.1	11.4%	26.6
Los Angeles	\$68,093	36.7	14.1%	32.2
Riverside	\$66,964	35.8	12.7%	33.6
San Bernardino	\$63,857	33.6	14.9%	31.7
California (Statewide)	\$75,277	36.7	12.8%	30.2

Source: Economic Modeling Specialists International; U.S. Census Bureau, American Community Survey, 1-year Estimates

ECONOMY/BUSINESS COMMUNITY/LABOR MARKET

ORANGE COUNTY'S ECONOMY DEMONSTRATING RESILIENCE IN THE FACE OF UNCERTAINTY



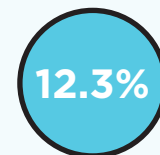
\$89,759

**MEDIAN
HOUSEHOLD
INCOME**
(2018)



\$870,000

**MEDIAN EXISTING
SINGLE-FAMILY
HOME PRICE**
(JUNE 2020)



**UNEMPLOYMENT
RATE**
(JULY 2020)

EVEN DURING COVID-19, OC'S UNEMPLOYMENT RATE OUTPERFORMING REGIONAL PEERS

ORANGE COUNTY INCOME AND UNEMPLOYMENT
RATE REGIONAL COMPARISON

	MEDIAN HOUSEHOLD INCOME	UNEMPLOYMENT RATE (JULY 2020)
Orange	\$89,759	12.3%
Los Angeles	\$68,093	18.2%
Riverside	\$66,964	13.7%
San Bernardino	\$63,857	13.1%
San Diego	\$79,079	12.3%
California	\$75,277	13.7%
United States	\$61,937	10.5%

Source: U.S. Census Bureau, American Community Survey, 1-Year Estimates, Table B19013; California Employment Development Department

ORANGE COUNTY'S LARGEST EMPLOYERS WILL PLAY KEY ROLE IN RECOVERY

LARGEST EMPLOYERS IN ORANGE COUNTY, 2020

COMPANY	EMPLOYMENT IN ORANGE COUNTY
The Walt Disney Co.	32,000
University of California, Irvine	24,174
County of Orange	17,365
St. Joseph Health	14,000
Kaiser Permanente	8,200
Albertsons Southern California Division	7,535
Boeing Co.	6,500
Hoag Memorial Hospital Presbyterian	6,500
Walmart Inc.	6,200
Target Corp.	6,000
MemorialCare Health System	5,400
Bank of American Corp.	5,000
Edwards Lifesciences Corp.	4,998
California State University-Fullerton	4,349
Irvine Company	4,120
Home Depot Inc.	4,100
Cedar Fair LP	4,000
Children's Hospital of Orange County	3,938
Costco Wholesale Corp.	3,915
UnitedHealth Group Inc.	3,900



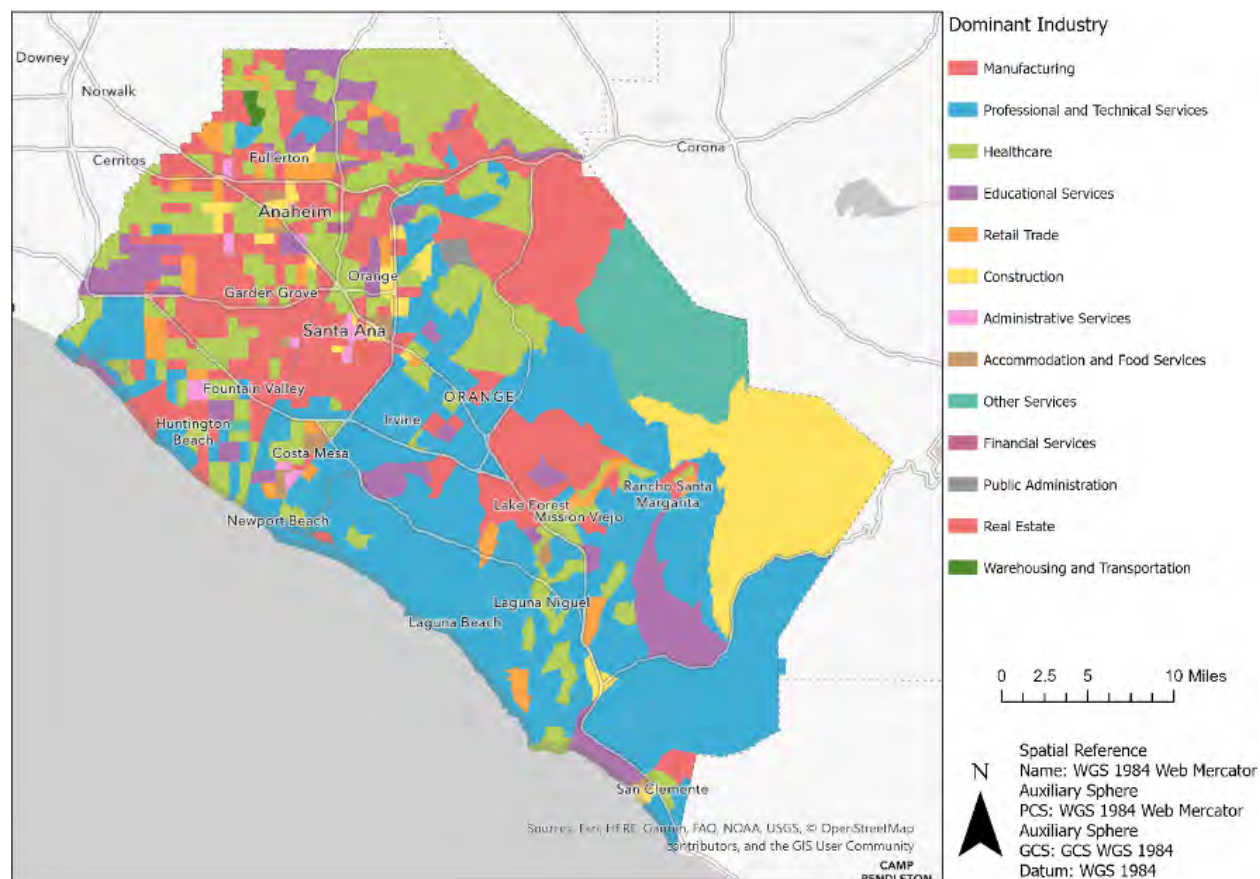
Source: Orange County Business Journal, 2020 Book of Lists



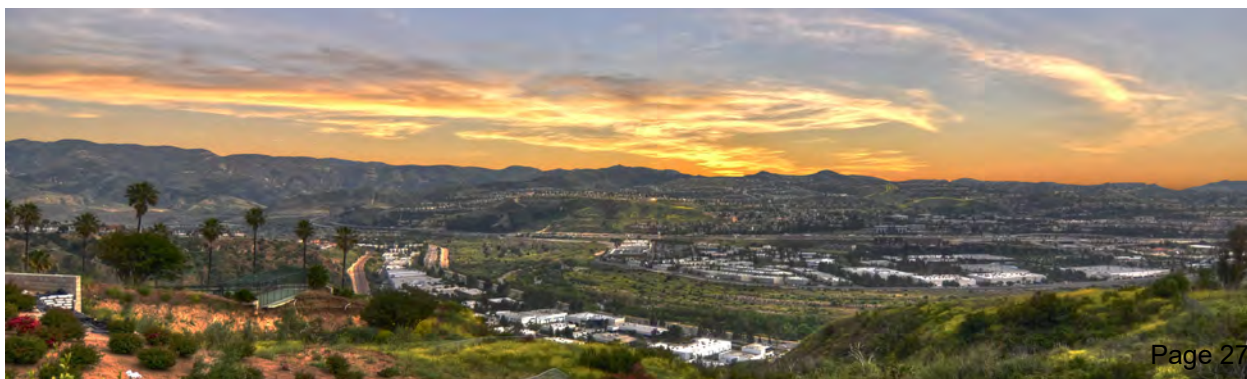
ORANGE COUNTY PROFILE

ORANGE COUNTY'S DIVERSE INDUSTRY SECTORS: MANUFACTURING AND HEALTHCARE IN CENTRAL OC, PROFESSIONAL AND TECHNICAL DOMINATE IN SOUTH AND ALONG COAST

DOMINANT INDUSTRY BY CENSUS TRACT IN ORANGE COUNTY, 2020



Tied for second place nationally for its diversity of high-tech sectors, Orange County maintains a diverse mix of industry clusters, ranging from tourism and real estate to medical devices and aerospace equipment. The following table highlights industry location quotients in Orange County. Location quotients highlight how concentrated an industry is compared to the national average; a quotient of 2.5 means industry is two and a half times more concentrated in a particular region than the national average.



TOP ORANGE COUNTY INDUSTRIES BY LOCATION QUOTIENT, 2020

	LOCATION QUOTIENT
Amusement Parks and Arcades	12.60
Apparel Knitting Mills	5.57
Medical Equipment and Supplies Manufacturing	5.47
Audio and Video Equipment Manufacturing	4.92
Land Subdivision	4.82
Cut and Sew Apparel Manufacturing	3.99
Semiconductor and Other Electronic Component Manufacturing	3.20
Manufacturing and Reproducing Magnetic and Optical Media	3.11
Navigational, Measuring, Electromedical, and Control Instruments Manufacturing	2.99
Electric Lighting Equipment Manufacturing	2.63
Computer and Peripheral Equipment Manufacturing	2.56
Nondepository Credit Intermediation	2.47
Offices of Real Estate Agents and Brokers	2.37
Drugs and Druggists' Sundries Merchant Wholesalers	2.34
Other Investment Pools and Funds	2.30
Activities Related to Real Estate	2.24
Building Finishing Contractors	2.22
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	2.19
Apparel, Piece Goods, and Notions Merchant Wholesalers	2.18
Other Schools and Instruction	2.17
Coating, Engraving, Heat Treating, and Allied Activities	2.17
Activities Related to Credit Intermediation	2.13
Other Transportation Equipment Manufacturing	2.10
Aerospace Product and Parts Manufacturing	2.07
Medical and Diagnostic Laboratories	2.01

Source: Economic Modeling Specialists International



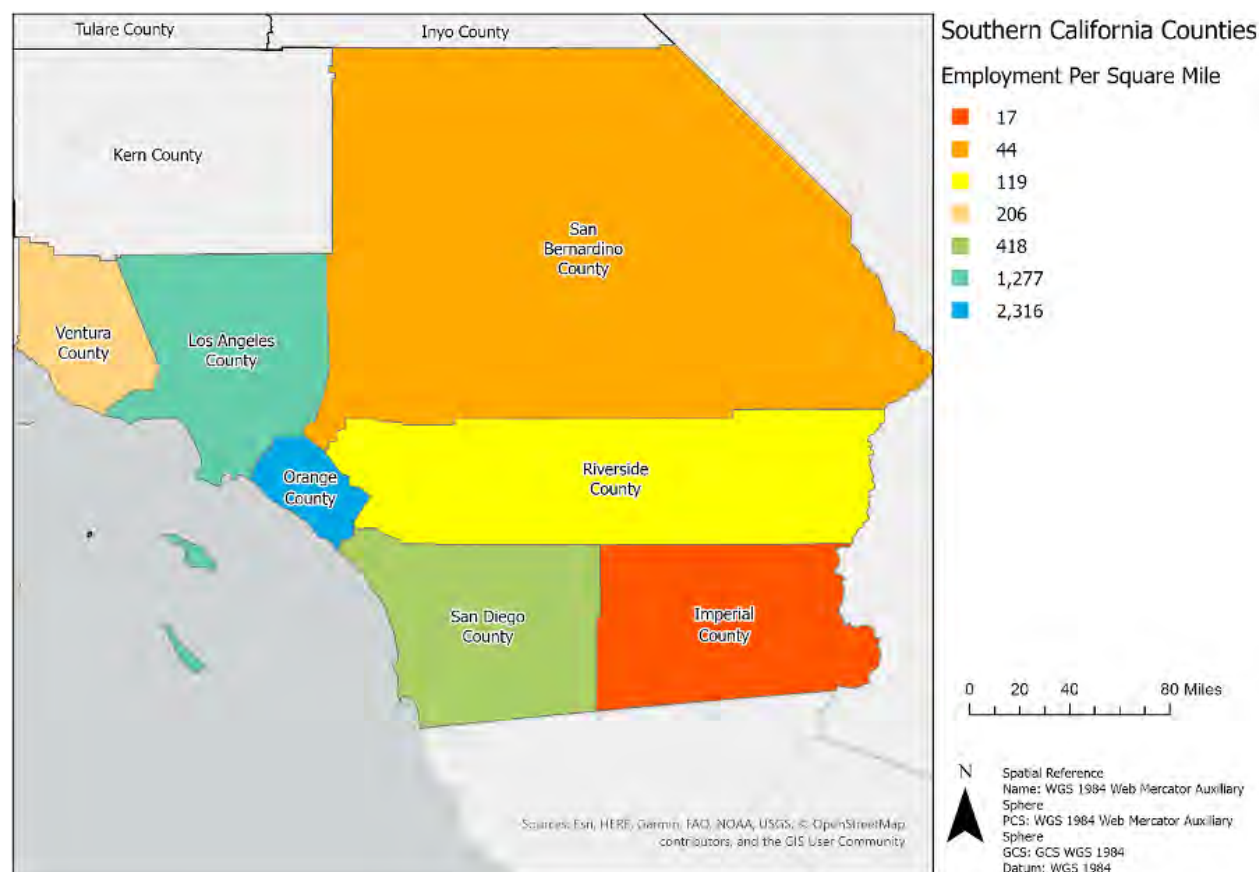
ORANGE COUNTY PROFILE

GROSS REGIONAL PRODUCT AND EMPLOYMENT COMPARISON BY SOUTHERN CALIFORNIA COUNTY, 2019

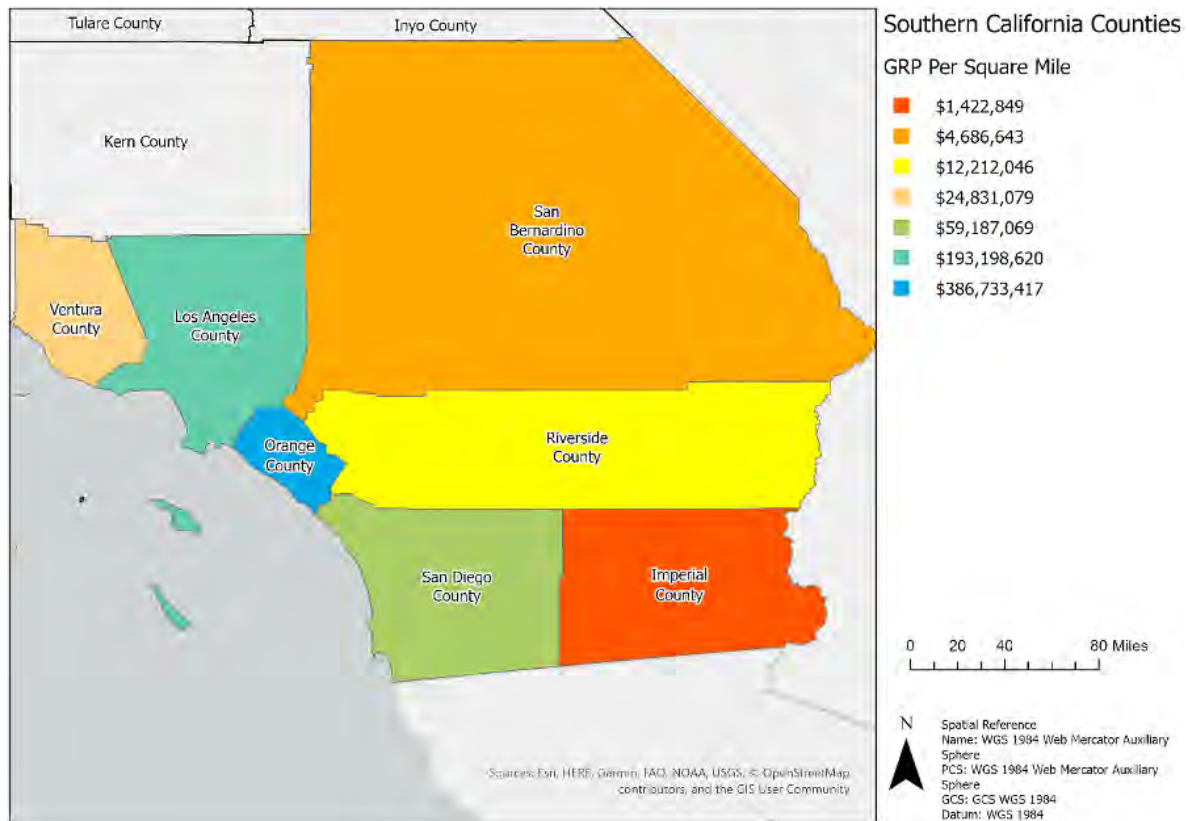
COUNTY	TOTAL POPULATION	TOTAL EMPLOYMENT	TOTAL REGIONAL PRODUCT (\$ IN B)	EMPLOYMENT PER CAPITA	GRP PER CAPITA	GRP PER SQUARE MILE	EMPLOYMENT PER SQUARE MILE	MEDIAN HOUSEHOLD INCOME
Orange	3,222,498	1,850,669	\$309	0.57	\$95,888	\$386,733,417	2,316	\$89,759
Los Angeles	10,253,716	5,180,777	\$784	0.51	\$76,435	\$193,198,620	1,277	\$68,093
San Diego	3,351,786	1,757,819	\$249	0.52	\$74,381	\$59,187,069	418	\$79,079
San Bernardino	2,192,203	875,106	\$94	0.40	\$42,887	\$4,686,643	44	\$63,857
Riverside	2,440,124	860,924	\$88	0.35	\$36,137	\$12,212,046	119	\$66,964

Source: Economic Modeling Specialists International; California State University, Fullerton

EMPLOYMENT PER SQUARE MILE BY SOUTHERN CALIFORNIA COUNTY, 2020



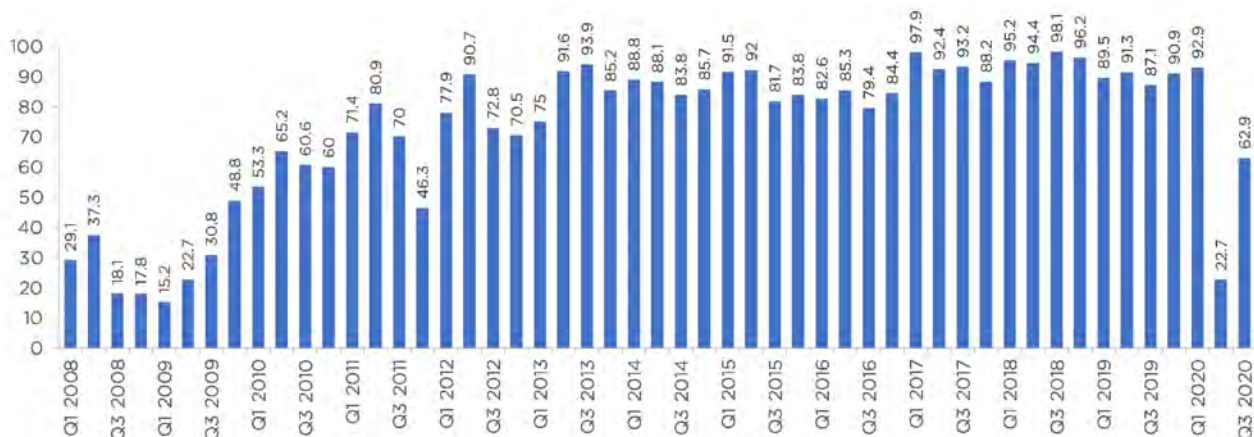
GROSS REGIONAL PRODUCT PER SQUARE MILE BY SOUTHERN CALIFORNIA COUNTY, 2020



AFTER COVID PLUNGE, OCBX SEES LARGEST IMPROVEMENT SINCE GREAT RECESSION

The Orange County Business Expectations Index (OCBX) provides the results of a survey of Orange County business executives regarding their projected future business activity. After hitting 92.9 at the start of the year, the OCBX sank to 22.7 as stay-at-home orders resulted in massive business disruptions and painted a bleak outlook. However, it jumped back to 62.9 by the third quarter of 2020; 24.3 percent of surveyed businesses expected to get back to pre-pandemic activity levels by the end of the year, while 20 percent put the recovery further out until after 2021.

ORANGE COUNTY BUSINESS EXPECTATIONS INDEX, Q1 2008 - Q3 2020 AN INDEX ABOVE 50 INDICATES EXPANSION



Source: California State University, Fullerton

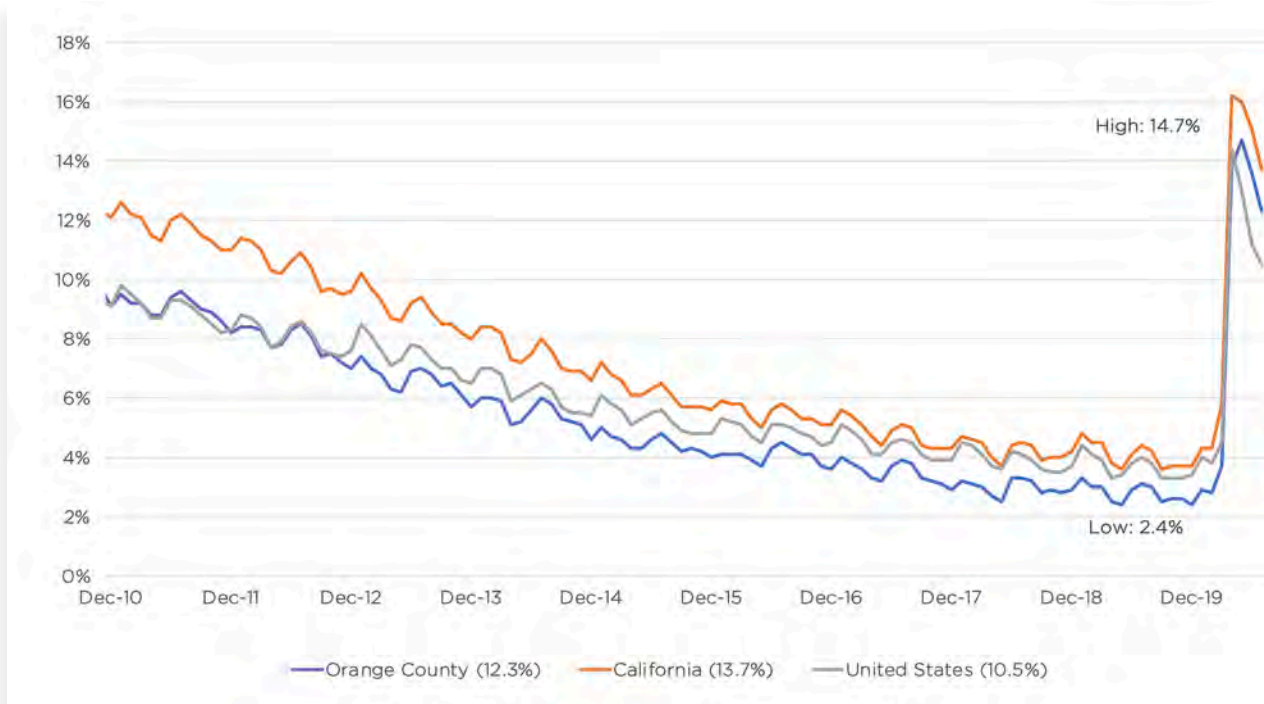


EMPLOYMENT

Orange County unemployment skyrocketed during the COVID-19 pandemic; its July 2020 unemployment rate of 12.3 percent was 9.2 percentage points higher than July 2019. While the unemployment rate has dropped from its May 2020 peak of 14.7 percent, it remains at a historically high level. The county's July unemployment rate was 1.4 percentage points low than the state average but 1.8 percentage points higher than the national average. Over the past year, employment in Orange County has declined by 191,600 jobs to 1,384,200, with 75 percent of these losses - 144,400 jobs - occurring from March 2020 to July 2020. Total unemployment increased by 283 percent over the same time period, reaching 194,400 in July.

COVID-19 PUSHES UNEMPLOYMENT RATES WELL ABOVE RECESSION-ERA HIGHS

UNEMPLOYMENT RATE IN ORANGE COUNTY,
CALIFORNIA AND UNITED STATES, 2010-2020



Source: California Employment Development Department, Bureau of Labor Statistics

Orange County had 522,156 unique job postings between July 2019 and July 2020, with a median posting duration of 33 days and an average advertised of \$50,000. Irvine continued to drive the demand for labor with over 125,000 job postings during the same time period, followed by Santa Ana (52,947) and Anaheim (51,529). Employers with the most job openings included University of California, Anthem, and Marriott International Inc., reflecting the county's competitive advantages in higher education, healthcare, and hospitality.

COVID-19 slashed job postings in Orange County, with monthly job postings falling from 140,585 in July 2019 to 80,877 by July 2020. Between July 2019 and July 2020, Registered Nurses had the highest number of job postings (22,906) in Orange County, followed by Software Developers and Software Analysts and Testers (22,714).



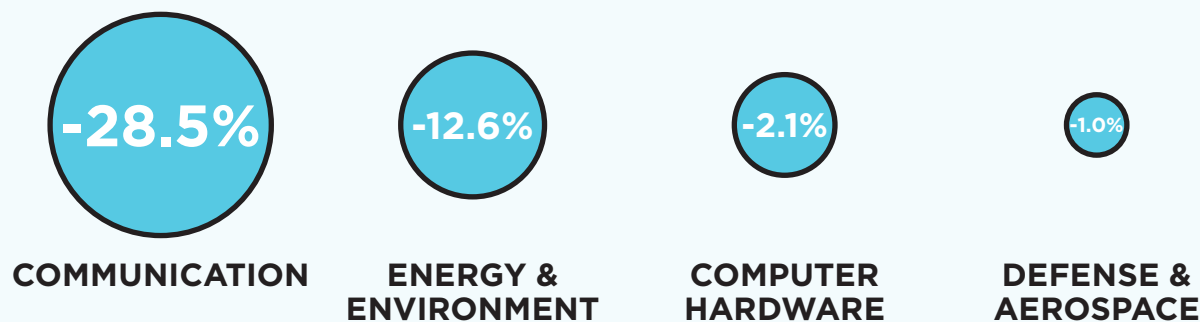
ECONOMY

The 10 Orange County industry clusters highlighted below account for more than half of all county employment. Together, these clusters created more than 180,000 jobs between 2011 and 2019, totaling more than 1 million jobs as of 2019.

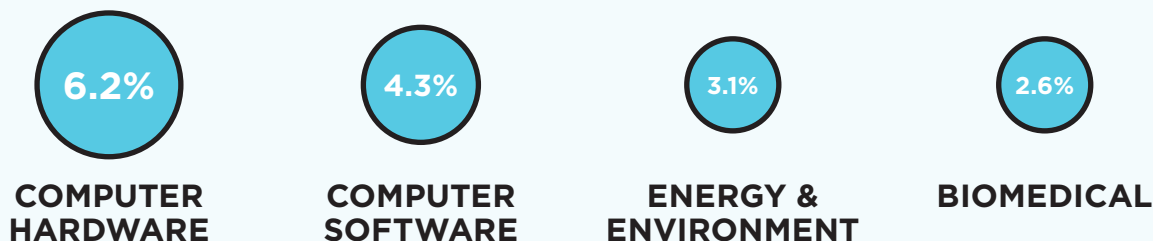
The most significant percentage growth over the past 10 years occurred in:



Four industry clusters saw employment declines since 2011:



Between 2018 and 2019, industries with the fastest salary growth included:

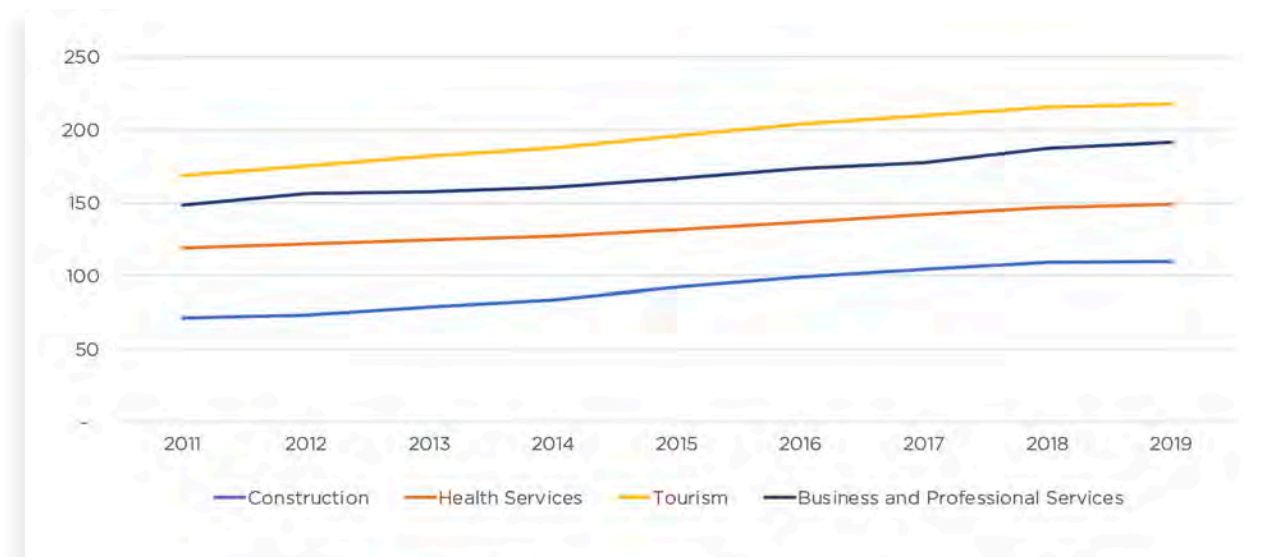


All industry clusters have seen earnings improve since 2011, with the fastest growth taking place in Computer Hardware (33.5 percent) and Construction (27.7 percent).

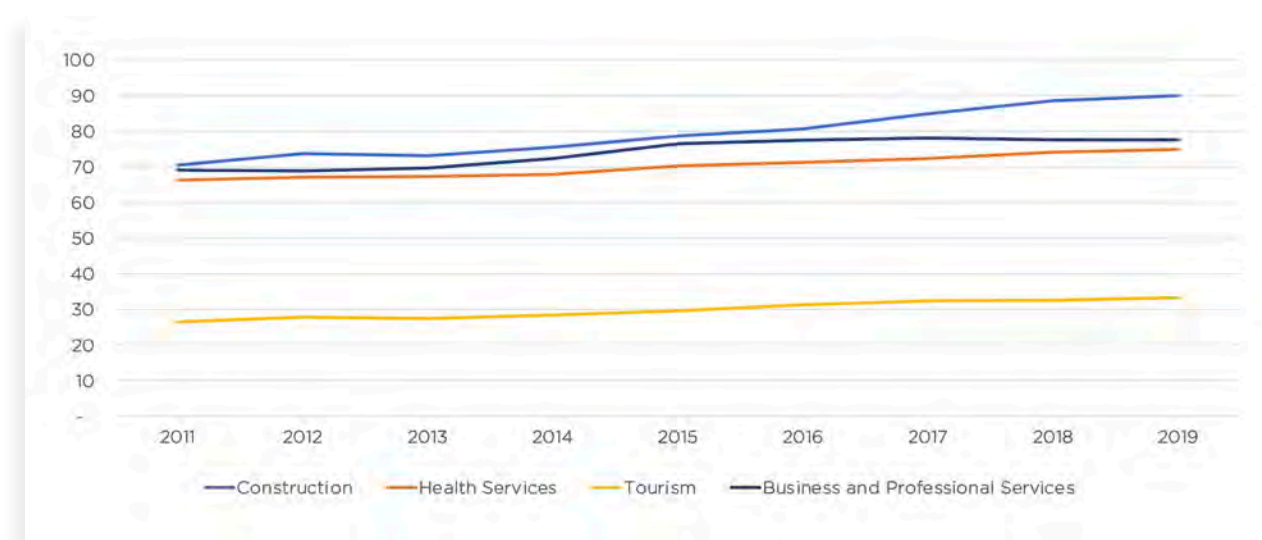
PRE-COVID-19 DATA SHOW THAT MAJOR ORANGE COUNTY SECTORS CONTINUED TO GROW

EMPLOYMENT AND AVERAGE SALARIES IN ORANGE COUNTY CLUSTERS WITH MORE THAN 50,000 JOBS, 2011-2019

Jobs, In Thousands



Salaries, In Thousands



Sources:

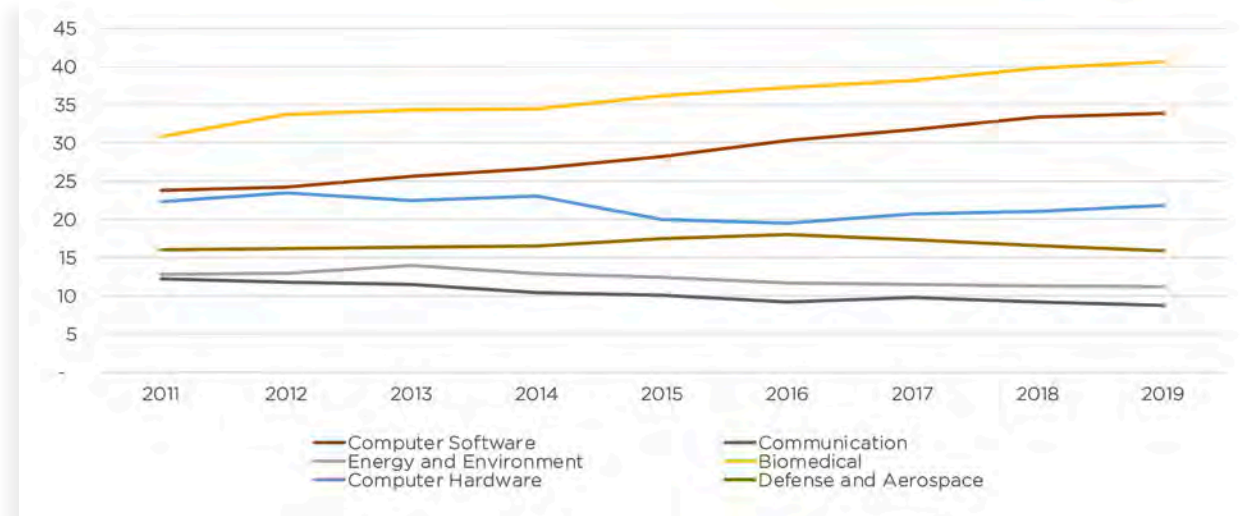
California Employment Development Department

U.S. Inflation Calculator, reporting Consumer Price Index (CPI-U) data provided by the U.S. Department of Labor, Bureau of Labor Statistics (www.usinflationcalculator.com)

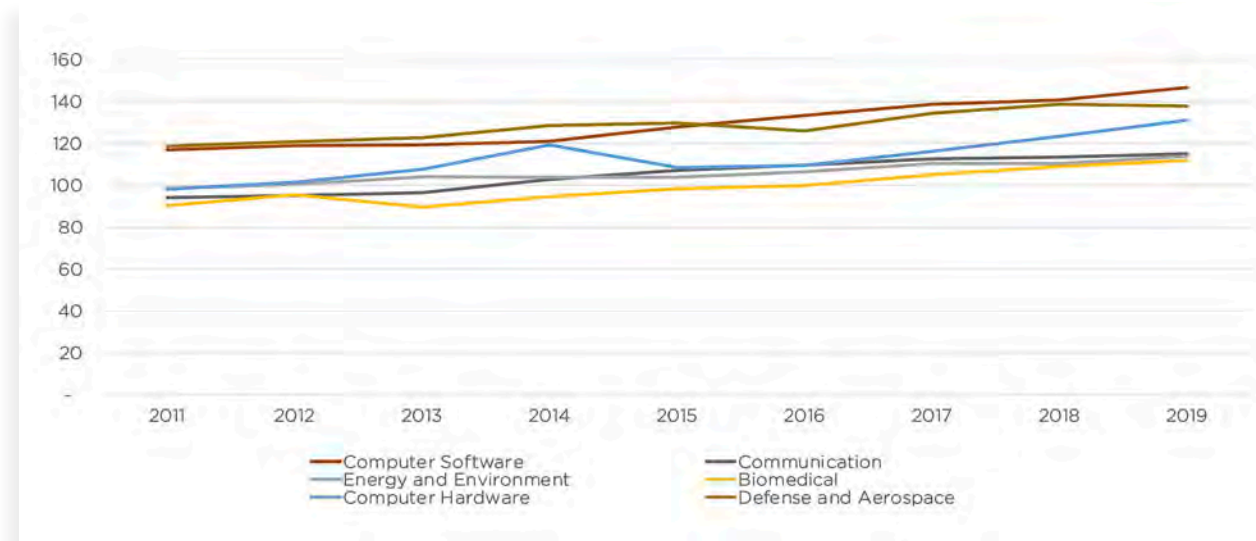


EMPLOYMENT AND AVERAGE SALARIES IN ORANGE COUNTY CLUSTERS WITH 50,000 JOBS OR FEWER, 2011-2019

Jobs, In Thousands



Salaries, In Thousands



Sources:

California Employment Development Department

U.S. Inflation Calculator, reporting Consumer Price Index (CPI-U) data provided by the U.S. Department of Labor, Bureau of Labor Statistics (www.usinflationcalculator.com)

DATA NOTES:

Average salaries have been inflation-adjusted to 2019 dollars.

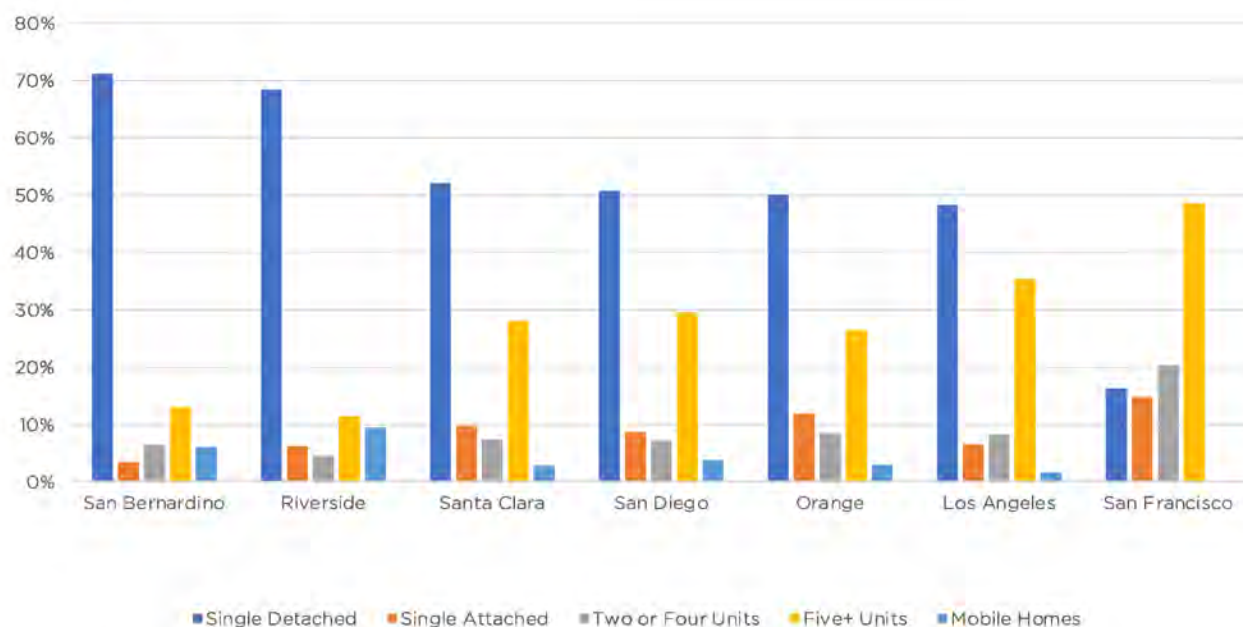


HOUSING LANDSCAPE

More than half (51 percent) of Orange County's housing consists of single-family detached homes, the result of a trend stretching back decades; multi-unit housing accounts for only 33.7 percent of the county's housing structures. Similar trends are seen in all peer regions except San Francisco, where multi-unit housing dominates, and San Bernardino and Riverside, which have significantly higher proportions of single-family detached housing.

MULTI-UNIT HOMES GROW IN IMPORTANCE AS SINGLE-FAMILY HOUSING SUPPLY STAYS TIGHT

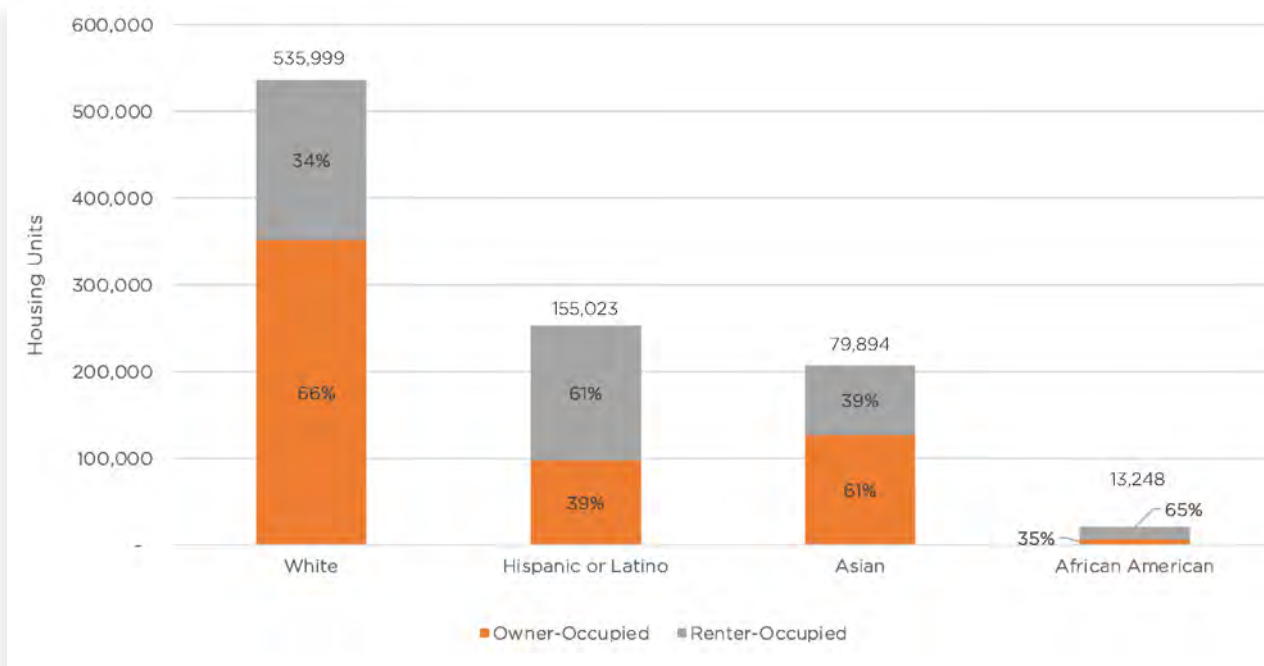
HOUSING STRUCTURES BY TYPE FOR PEER CALIFORNIA REGIONS, 2020



Source: State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State — January 1, 2011-2020. Sacramento, California, May 2020.

Orange County's homeownership rate was largely unchanged from 2017 to 2018 at 57 percent, slightly above the state rate of 55 percent, yet below the national rate of 64 percent. White communities had the highest rate of homeownership at 66 percent, followed by Asians (61 percent) and Hispanics or Latinos (39 percent). Homeownership has a significant effect on the net worth of individuals, especially in Orange County, where residential real estate prices have seen significant appreciation.

OWNER- AND RENTER-OCCUPIED RATES OF HOMEOWNERSHIP BY MAJOR ETHNIC GROUPS IN ORANGE COUNTY, 2018

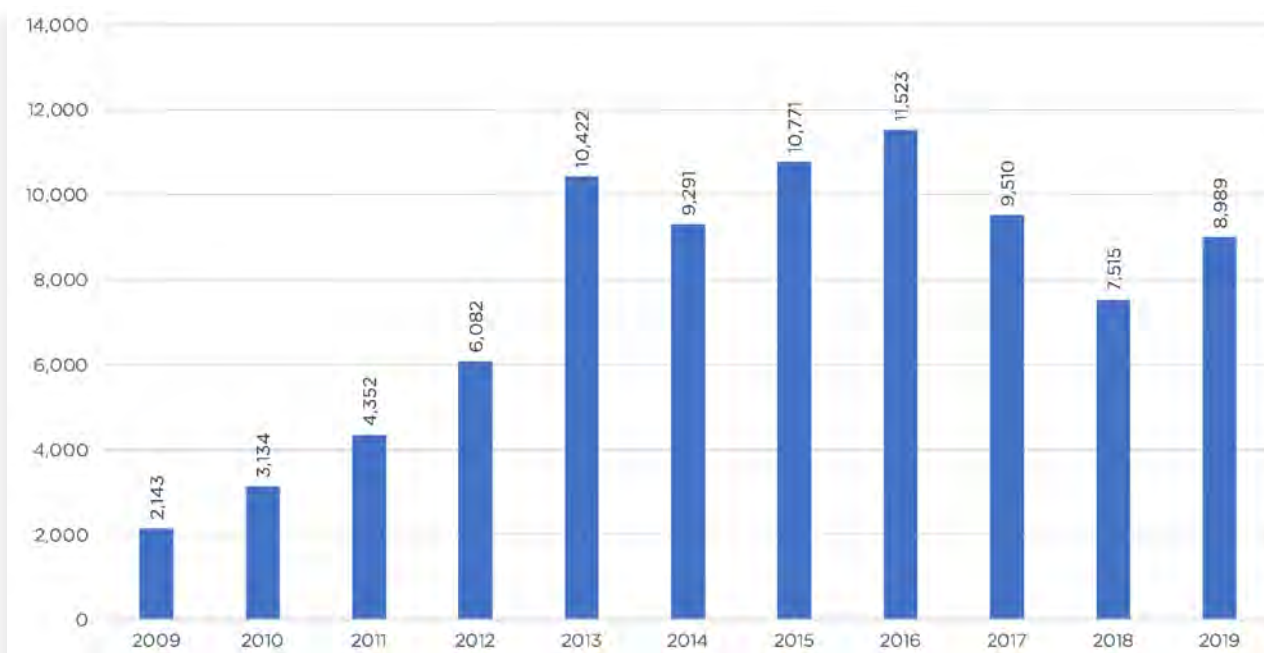


Source: U.S. Census Bureau, American Community Survey, 1-Year Estimates, Table S2502

The number of county building permits increased by 19.6 percent between 2018 and 2019, reaching an annual total of 8,989; this increase reflects the continuing demand to live and work in Orange County. While annual building permits remain well below 2016's total, developers are building more affordable, multifamily housing units, which are crucial for keeping younger workers in Orange County.

BUILDING PERMITS BOUNCE HIGHER IN 2019

ORANGE COUNTY BUILDING PERMIT ANNUAL TRENDS, 2009-2019



Source: U.S. Census Bureau's Building Permits Survey

HOUSING AFFORDABILITY

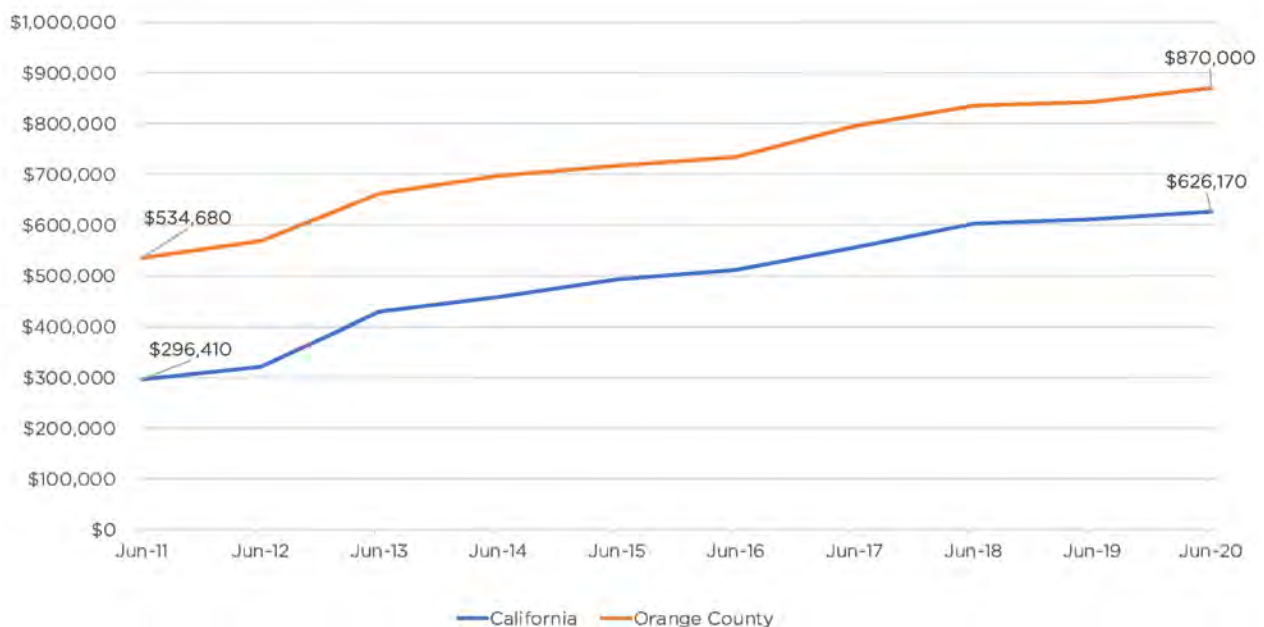
Orange County's median home price grew by 63 percent between June 2011 and June 2020, when it reached a new record high of \$870,000. A first-time home buyer in the county would need a minimum qualifying income of \$110,700 to afford an entry-level home priced at \$730,150. While housing prices continue to reach new highs, the percentage of first-time homebuyers who can afford an entry-level home actually increased from 41 percent in Q2 2019 to 42 percent in Q2 2020. Despite this improvement in affordability, this level of first-time homebuyer affordability remains well below the quarterly average of 59 percent in 2011.

While the full impacts of COVID-19 on Orange County's housing market remain to be seen, many expect to see prices softening as demand drops in the face of an economic downturn. Up to this point, however, rock bottom interest rates have kept demand levels higher, and supply remains tight, which has helped buoy prices in recent months.

While the Great Recession was caused in large part by a bursting housing bubble, the current economic downturn is unlikely to include a similarly dramatic decline in home prices.

HOUSING PRICES CLIMBED HIGHER BEFORE COVID-19 IMPACTS

**MEDIAN EXISTING SINGLE-FAMILY HOME SALE PRICE IN
ORANGE COUNTY AND CALIFORNIA, JUNE 2011 - JUNE 2020**



Source: California Association of Realtors, Current Sales & Price Statistics



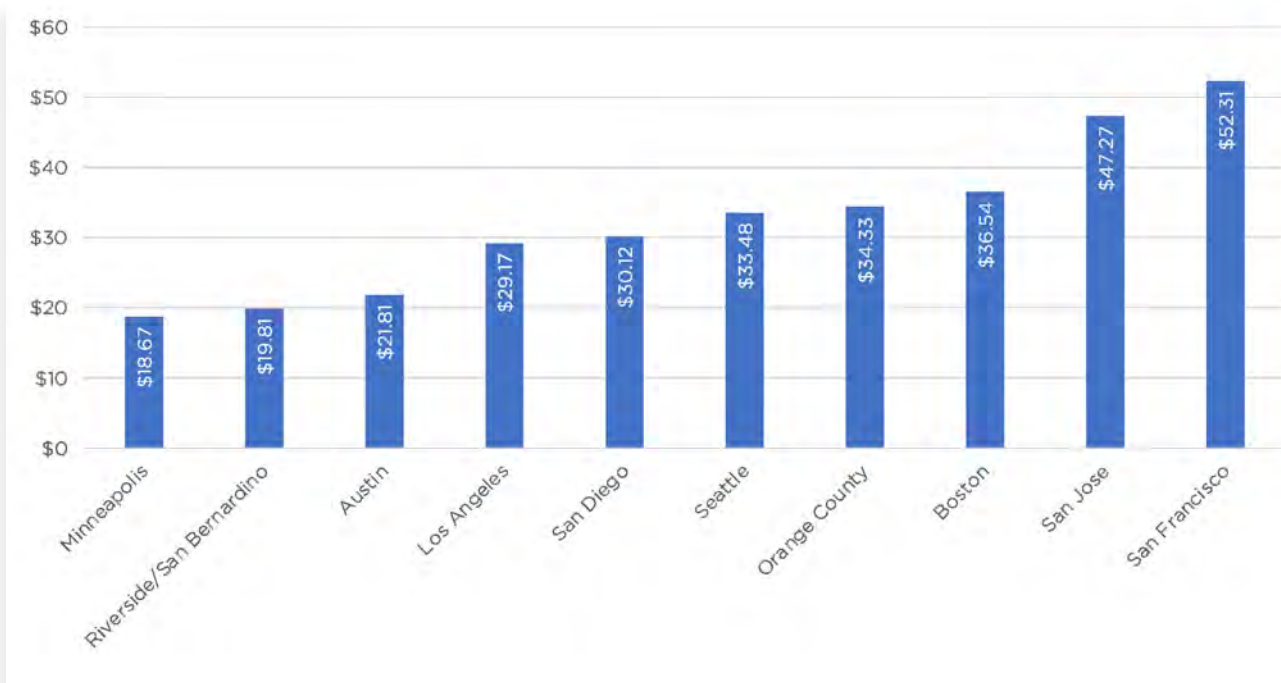
RENTAL AFFORDABILITY

In 2020, a resident of Orange County would have to make \$34.33 an hour, or \$71,406 per year, in order to afford a median-priced one-bedroom apartment. This “housing wage” rose by 9.4 percent over the past year. A minimum-wage worker would need to work 106 hours per week to afford a one-bedroom apartment, 131 hours per week to afford two bedrooms, and 183 hours per week to afford three bedrooms.

While rents in Orange County have been consistently increasing for the past decade, they marked their first decline in the second quarter of 2020. Marred by increasing vacancy and regional labor market exposure to tourism-related job losses, Orange County’s average monthly rent dropped by \$27 to \$2,066 per month. Prior to the pandemic, rents in the region had largely plateaued due to new construction coming online. Looking forward, rent in Orange County is expected to drop further by 0.5 percent, the smallest drop among 30 metro areas. Affordability concerns were already an issue well before the current pandemic and have since only been amplified. COVID-19 will undoubtedly affect the local, regional, and national housing markets, potentially driving up rental demand as was the case during the Great Recession.

ORANGE COUNTY RENTALS SEE LARGE INCREASE IN PRICE

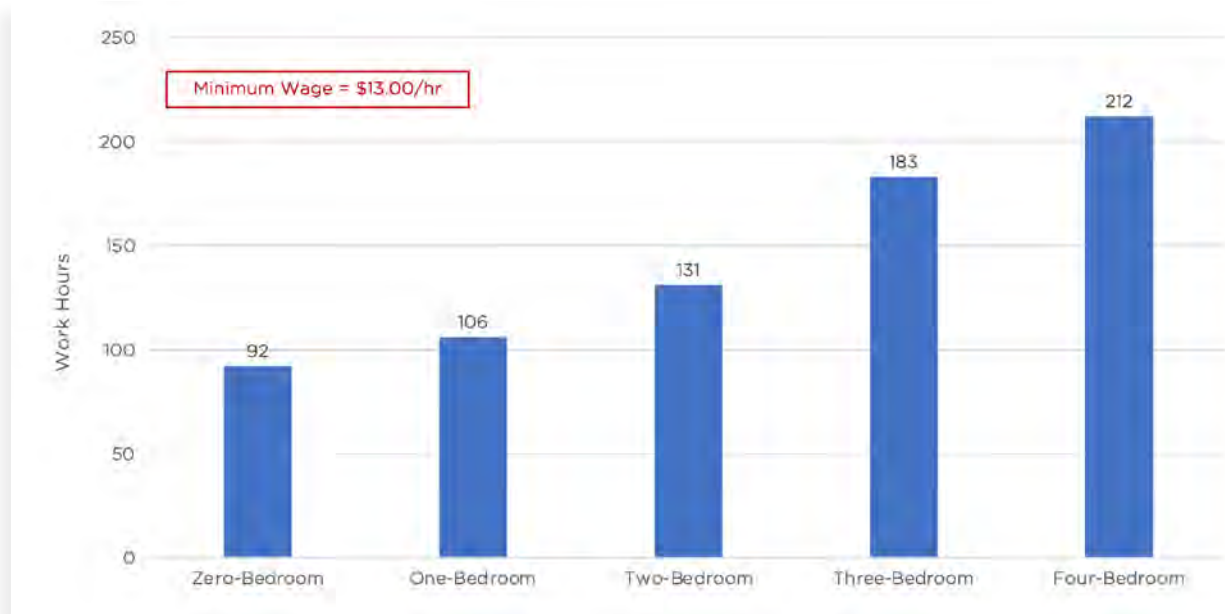
REGIONAL COMPARISON OF THE HOURLY WAGE NEEDED
TO AFFORD A ONE-BEDROOM UNIT, 2020



Source: Community Indicators Report analysis of Fair Market Rent data from the U.S. Department of Housing and Urban Development using the methodology of the National Low Income Housing Coalition

WITH CURRENT AFFORDABILITY RATES, RENTERS SHOULD BRACE FOR IMPACTS FROM COVID-19

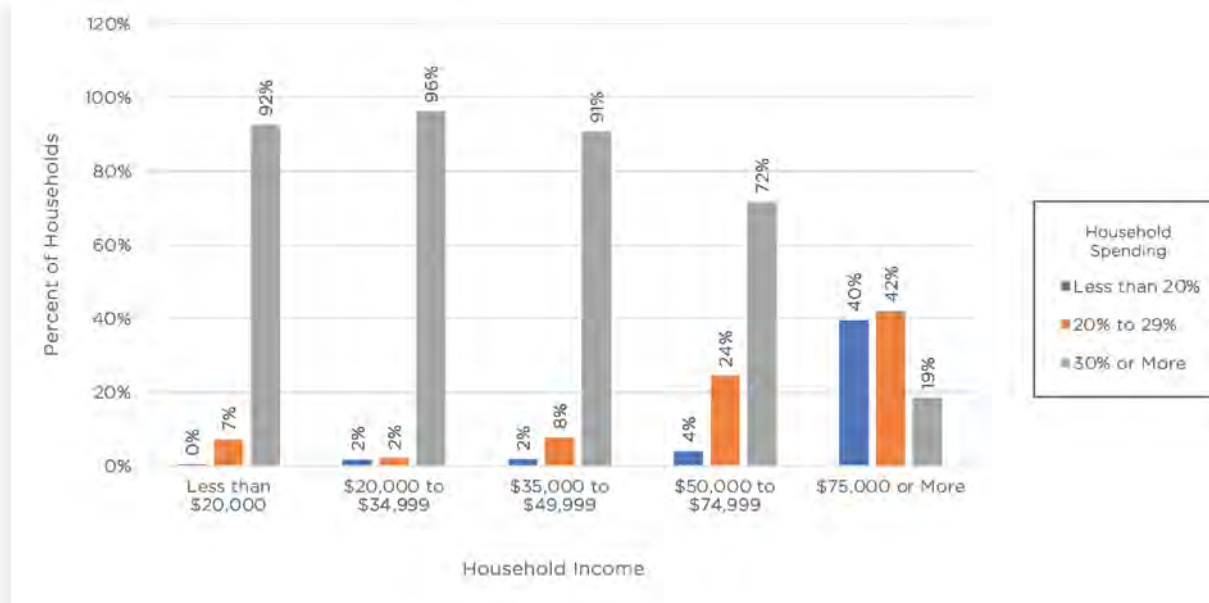
ORANGE COUNTY WORK HOURS REQUIRED BY HOUSING SIZE
FOR MINIMUM WAGE WORKERS, 2020



Source: Community Indicators Report analysis of Fair Market Rent data from the U.S. Department of Housing and Urban Development using the methodology of the National Low Income Housing Coalition

LOW-INCOME RENTERS CONTINUE TO SEE THE MOST SIGNIFICANT RENT BURDEN

ORANGE COUNTY RENTER-OCCUPIED HOUSING COSTS
AS A PERCENT OF INCOME, 2018



Source: U.S. Census Bureau, 2018 American Community Survey 5-Year Estimate, Table B25106

QUALIFICATIONS
OF
APPRAISER

BACKGROUND AND QUALIFICATIONS

John P. Laurain, MAI, ASA
Certified General Real Estate Appraiser
California Certification No. AG 025754

PRESIDENT:

R. P. Laurain & Associates, Inc.
3353 Linden Avenue, Suite 200
Long Beach, California 90807
Office: (562) 426-0477 - Fax: (562) 988-2927
rpla@rplaurain.com

PROFESSIONAL ORGANIZATION AFFILIATIONS:

The Appraisal Institute
MAI Designated Member

American Society of Appraisers
Senior member; hold professional endorsement and
designation "ASA" in urban real estate.

American Arbitration Association
Associate arbitrator in title insurance matter.

Certified General Real Estate Appraiser by the
Office of Real Estate Appraisers, State of California.
Certification No. AG 025754.

APPRAISAL BACKGROUND:

Real estate appraisal and valuation consultation services conducted for public purposes include eminent domain studies, street widening and grade separation (bridge) projects, public school and university expansion projects, relocation studies, housing and public loan programs, Navy housing, senior housing, public bond measures, leasing of publicly-owned properties, Quimby Act park fee studies, Fair Political Practices Commission analyses, budgetary studies, and transfers (exchanges) of properties between public agencies. Private real estate appraisal services have been conducted for lending institutions, insurance companies, attorneys, estates for tax and donation purposes, private subdivision development studies, and other private uses.

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Residential Property:

Residential properties appraised include single family, condominiums, own-your-own, townhouse, low and medium density multiple family, 100+ unit apartment complexes, waterfront properties, boat docks, mobile home parks, vacant single-family lot and acreage parcels, and low to high density vacant land parcels.

Commercial and Industrial Property:

Commercial property appraisal studies have included single and multi-tenant retail, strip centers, shopping centers, low-rise and high-rise office buildings, medical offices, restaurants and fast-food developments, nightclubs, convenience stores, theaters, automobile repair and service facilities, service stations, truck fueling and washing stations, car wash facilities, automobile sales, mixed-use properties including single resident occupancy (SRO) developments, as well as hotel and motel properties, and vacant land.

Industrial property appraisals have included warehouses, light and heavy manufacturing, distribution and transit facilities, food processing, cold storage, lumber yards, recycling centers, open storage, vacant land, remnant and landlocked parcels, properties encumbered with oil and water injection wells, sites with soil contamination and land fill properties.

Special Purpose and Special Use Properties:

Appraisal services and valuation studies of public, quasi-public, special use, and nonprofit facilities include, among others, seaport properties, airport properties (FBO, hangars, warehouse, office, land, etc.), submerged land, river rights-of-way, reservoirs, agricultural land, conservation/mitigation and wetland properties, utility and railroad rights-of-way, flood control channels, city hall buildings and civic center complexes, courthouses, libraries, fire and police stations, post offices, public parking structures, parks, public and private schools, adult learning centers, athletic facilities and gyms, bowling alleys, tennis centers, youth homes, after school facilities, daycare facilities, hospitals, skilled nursing facilities, churches, meeting halls and veteran facilities.

Valuation Methodologies:

In addition to the three conventional valuation methods (Sales Comparison Approach, Cost-Summation Approach, and Income Capitalization Approach), valuation methodologies have included discounted cash flow analyses, leased fee, and leasehold analyses, absorption discounts, deferred maintenance, cost-to-cure, bonus value, excess rent, across-the-fence, value-in-use, fractional interests, hypothetical valuations, and reuse studies.

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Property interests appraised for eminent domain purposes include full and partial takings, as well as severance damage and project benefit studies. Valuation of various types of easements have included permanent surface, street, temporary construction, slope, utility, pipeline and subsurface, aerial, bridge structure, signal light, exclusive and nonexclusive surface rights, multi-layered, battered pilings, tie-back, railroad, drainage ditch, and flood control easements.

Clients:

Real estate research, analysis and appraisal services performed on projects for various public agencies and private corporations while associated with R. P. Laurain & Associates, Inc., since 1986. Following is a partial list of public agencies for which appraisal services have been provided:

Cities:

City of Alhambra	City of Downey	City of Norwalk
City of Anaheim	City of El Monte	City of Oceanside
City of Artesia	City of El Segundo	City of Ontario
City of Arvin	City of Garden Grove	City of Palmdale
City of Azusa	City of Glendale	City of Palm Springs
City of Baldwin Park	City of Hawaiian Gardens	City of Paramount
City of Bell	City of Huntington Beach	City of Pasadena
City of Bell Gardens	City of Huntington Park	City of Perris
City of Bellflower	City of Industry	City of Redondo Beach
City of Beverly Hills	City of Inglewood	City of Riverside
City of Brea	City of Irwindale	City of Rosemead
City of Buena Park	City of Laguna Beach	City of San Juan Capistrano
City of Burbank	City of Laguna Woods	City of San Marino
City of Carson	City of Lakewood	City of Santa Ana
City of Cathedral City	City of La Mirada	City of Santa Fe Springs
City of Chino	City of Lawndale	City of Seal Beach
City of Chino Hills	City of Long Beach	City of Signal Hill
City of Compton	City of Los Alamitos	City of South El Monte
City of Corona	City of Los Angeles	City of South Gate
City of Covina	City of Monrovia	City of Tustin
City of Cudahy	City of Montebello	City of Upland
City of Cypress	City of Monterey Park	City of West Hollywood
City of Diamond Bar	City of Newport Beach	City of Whittier

BACKGROUND AND QUALIFICATIONS (Continued)

APPRAISAL BACKGROUND: (Continued)

Other Public and Quasi-Public Agencies:

Alameda Corridor Engineering Team
Alameda Corridor Transportation Authority
California High Speed Rail Authority
Caltrans
Castaic Lake Water Agency
Hawthorne School District
Kern County
Long Beach Community College District
Long Beach Airport
Long Beach Unified School District
Long Beach Water Department
Los Angeles County Department of Beaches and Harbors
Los Angeles County Chief Executive Office
Los Angeles County Internal Services Department
Los Angeles County Metropolitan Transportation Authority
Los Angeles County Public Works
Los Angeles Unified School District
Los Angeles World Airports
Lynwood Unified School District
Orange County Transportation Authority
Orange County Public Works
Orange County Counsel
Port of Hueneme
Port of Long Beach
Port of Los Angeles
Riverside County Transportation Commission
San Bernardino County
Southern California Edison
State of California, Santa Monica Mountains Conservancy
U. S. Department of the Navy
U. S. Postal Service

Other:

Various attorneys, corporations, lending institutions, and private individuals.

Gold Coast Appraisals, Inc.:

Associate appraiser, as independent contractor, during portions of 1991 and 1992, specializing in appraisal of single family residential through four-unit residential properties.

BACKGROUND AND QUALIFICATIONS (Continued)

EXPERT WITNESS:

Qualified as an expert witness in the Los Angeles County Superior Court, Central District.

Qualified as an expert witness Orange County Superior Court.

Qualified as an expert witness in an arbitration matter before Judicial Arbitration and Mediation Services in the Counties of Los Angeles and Orange.

Provided testimony as an expert witness in conjunction with eminent domain matters before the San Bernardino and Riverside County Superior Courts.

ACADEMIC BACKGROUND:

Cypress Community College - Basic curriculum.

Long Beach Community College - Basic curriculum.

Real estate and related courses taken through and at various Community Colleges, Universities, the Appraisal Institute, and business schools, in accordance with the Continuing Education Requirements of the State of California, as follows:

- Fundamentals of Real Estate Appraisal
- Appraisal Principles and Techniques
- California Real Estate Principles
- Real Estate Appraisal: Residential
- California Real Estate Economics
- Basic Income Capitalization Approach
- Advanced Income Capitalization Approach
- Advanced Market Analysis and Highest & Best Use
- Advanced Applications
- Advanced Concepts and Case Studies
- Quantitative Analysis
- Eminent Domain and Condemnation
- Complex Properties
- Real Estate Escrow
- California Real Estate Law
- Uniform Standards of Professional Appraisal Practice
- Federal and State Laws and Regulations
- Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
- Valuation of Conservation Easements

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Authorization to participate with the Organized Retail Theft Prevention Grant Program from the California Board of State and Community Corrections. (Grant Amount: \$1.3 million) (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

To obtain City Council approval to apply for the California Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention (ORT) Grant. The City is eligible to receive up to \$6,125,000, and the total amount being requested is approximately \$1,302,231. The funds are designed to combat organized retail theft, motor vehicle and motor vehicle accessory theft, and cargo theft.

BACKGROUND

The California Board of State and Community Corrections Organized Retail Theft Prevention Grant Program (the Program) is established in 2022 with the passage of the State Budget Act (Assembly Bill 154, Chapter 43, Statutes of 2022). The Program provides \$242,250,000 million for city police departments, sheriff departments, and probation departments to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, and/or cargo theft.

DISCUSSION

Eligible activities under the Program are categorized into three "Program Purpose Areas" (PPA). Grant funding request can be in one or multiple PPA's.

PPA 1: Organized Retail Theft

For the purposes of this PPA, eligible activities, strategies, or programs, include but are not limited to:

- Programs that promote collaboration and coordination between law enforcement and retailers to reduce organized retail theft.

- Programs that promote collaboration and coordination between law enforcement and District Attorney Offices to prosecute organized retail theft.
- Development of organized retail theft policies and procedures, memorandum of understanding (MOU), and/or formal agreements between law enforcement and retailers.
- Deployment of law enforcement officers and taskforces to combat organized retail theft.
- Use of proactive approaches to minimize organized retail theft risks (e.g., anti-theft devices, use of cameras and security systems).
- Use of databases, equipment, software, and technology to combat organized retail theft.

PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft

For the purposes of this PPA, eligible activities, strategies, or programs, include but are not limited to:

- Investigations of motor vehicle and motor vehicle accessory theft.
- Motor vehicle theft prevention public awareness campaigns.
- Programs that deter motor vehicle or motor vehicle accessory theft.
- Use of databases, equipment, software, and technology to track stolen motor vehicles and/or motor vehicle accessories to combat organized retail theft.

PPA 3: Cargo Theft

For the purposes of this PPA, eligible activities, strategies, or programs, include but are not limited to:

- Investigations of cargo theft.
- Programs that promote collaboration and coordination between law enforcement and commercial cargo operators (trains, truck, busses, etc.) to reduce organized cargo theft.
- Programs that promote collaboration and coordination between commercial cargo operators and District Attorney Offices to prosecute organized cargo theft.
- Use of databases, equipment, software, and technology to prevent and track stolen cargo.

The Garden Grove Police Department is focusing the grant application on PPA 1 and PPA 2 (Organized Retail Theft and Motor Vehicle or Motor Vehicle Accessory Theft). The funds being requested are for 80 Flock License Plate Reader (LPR) cameras, 6 Flock LPR Mobile cameras, and to fund monthly directed enforcement operations related to PPA 1 and PPA 2. The total amount being requested to fund these items is approximately \$1,302,231. Information regarding this program is available at California BSCC: <https://www.bscc.ca.gov/organized-retail-theft-grant-program>

FINANCIAL IMPACT

Authorizing the grant application will allow the Garden Grove Police Department to submit its application to the Program. Depending on the amount approved by the Program, an appropriation up to the requested amount of \$1,302,231 shall be added to the Police Department's operating budget, offset by the corresponding grant revenue. There will be no fiscal impact to the General Fund. Supplanting is strictly prohibited for all BSCC grant funds.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Garden Grove Police Department to apply for the California Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention Grant Program in the amount of \$1,302,231.00;
- Designate the Garden Grove Police Department as the Lead Public Agency (LPA) for the grant application and grant operations on behalf of the City;
- Approve to appropriate the amount equivalent to the Program funds awarded to the City of Garden Grove Police Department for the purchase Flock LPR cameras and to fund related enforcement operations for the duration of the grant period; and
- Authorize the Finance Director to issue purchase orders for the procurement of the Flock LRP cameras and related equipment.

By: Sergeant Willie Holloway

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Award a contract to Jon Gilmer Construction for the Magnolia Park Improvements City Project No. S-1311. (Cost: \$557,940.) (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

For the City Council to award a contract to Jon Gilmer Construction for the Magnolia Park Improvements City Project No. S-1311.

BACKGROUND

The Magnolia Park Improvements City Project No. S-1311 is part of the capital improvement priorities outlined in the 2019 Parks and Facilities Master Plan. In November 2022, the City Council approved the request to issue a purchase order for Innovative Playground Company, Inc., for the purchase of new playground equipment at Magnolia Park through the Sourcewell competitive bid program, Contract #010521-BUR. Following this approval, staff processed the purchase order for the new playground equipment that will be installed by the selected contractor for this city project bid.

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.52.010. Seven (7) bids were received and opened by the City Clerk's office at 11:00 a.m. on Monday, June 19, 2023. Staff reviewed the bid documents submitted by the lowest qualified contractor, Jon Gilmer Construction, with a total bid of \$557,940. This bid amount is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The major components of the project includes, installation of said playground, rubberized play surfacing, demolition and replacement of picnic shelter, demolition and replacement of perimeter pool fencing, and concrete work for new exercise equipment, as well as ADA compliance paths of travel.

The anticipated contract schedule is as follows:

Award Contract - June 27, 2023

Begin Pre-Construction- July 19, 2023 (estimated)

Complete Construction- Late Fall 2023 (estimated)

FINANCIAL IMPACT

There is no impact to the General Fund. The amount of \$117,754.33 will be funded by the Prop 68 Per Capita grant, and the remaining amount of \$440,185.67 is included in the Community Services 5-year Capital Improvement budget funded by Citywide Park Fee and Park Fee funds.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract for City Project No. S-1311 to Jon Gilmer Construction for the Magnolia Park improvements in the amount of \$557,940; and
- Authorize the City Manager to execute the agreement on behalf of the City, and make minor modifications as appropriate.

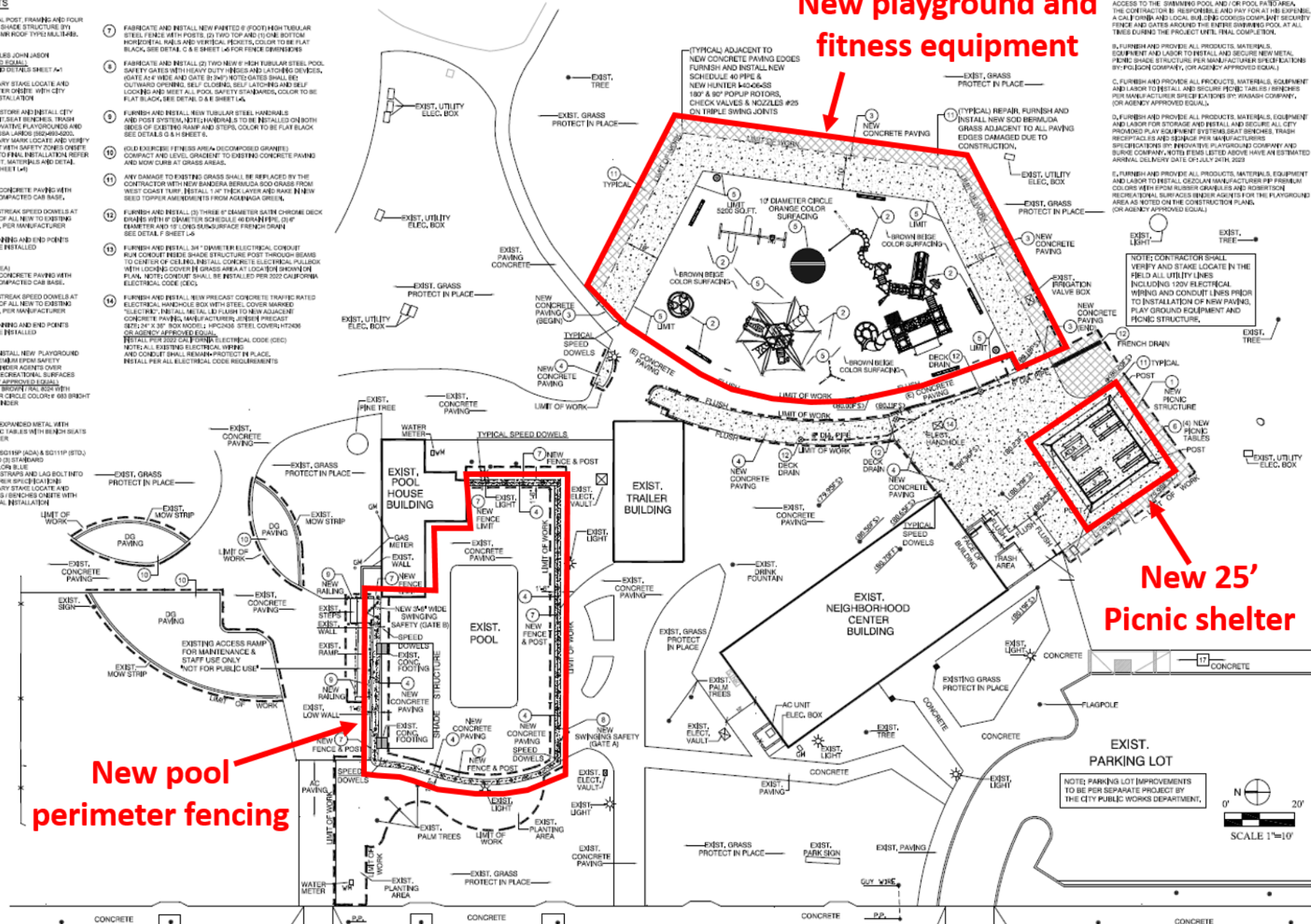
By: Mark Freeman, Recreation Division Supervisor

ATTACHMENTS:

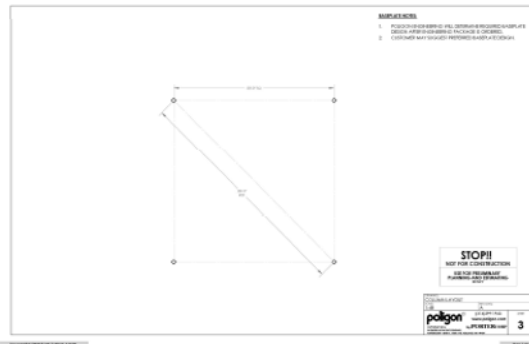
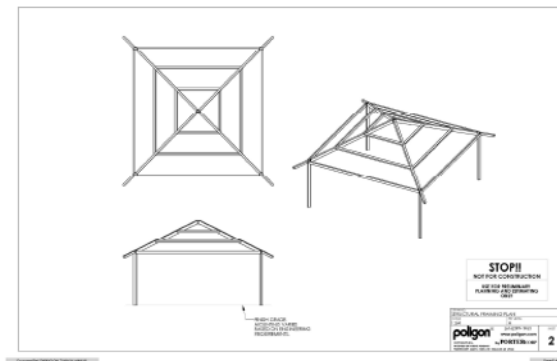
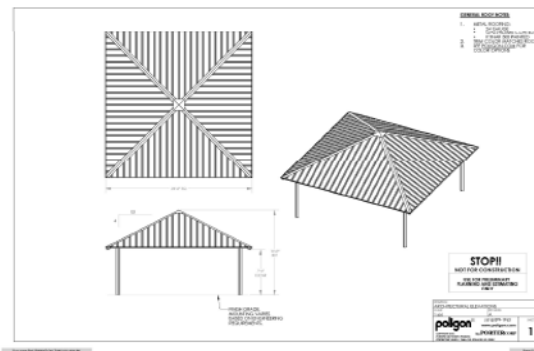
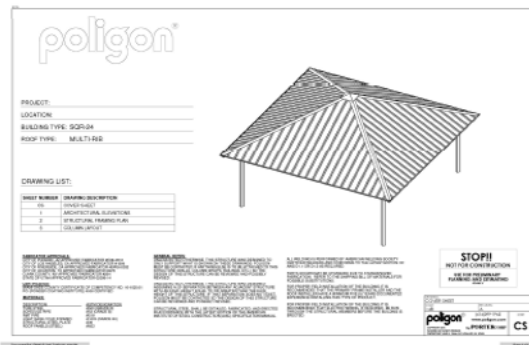
Description	Upload Date	Type	File Name
Magnolia Park Layout	6/21/2023	Backup Material	L-2_plans_wth_labels.png
Magnolia Park New Shelter	6/21/2023	Backup Material	Shelter_cover_page.png
Playground Rendering w/Orange in PIP	6/21/2023	Backup Material	Magnolia_Park_Playground_3.jpg
Playground Rendering Front View	6/21/2023	Backup Material	Magnolia_Park_Playground_4.jpg

New playground and fitness equipment

- NOTE: CONTRACTOR SHALL VERIFY AND STAKE LOCATE IN THE FIELD ALL UTILITY LINES INCLUDING 120V ELECTRICAL WIRING AND CONDUIT LINES PRIOR TO INSTALLATION OF NEW PAVING. PLAY GROUND EQUIPMENT AND FENCE STRUCTURE.



NOTE: PARKING LOT IMPROVEMENTS
TO BE PER SEPARATE PROJECT BY
THE CITY PUBLIC WORKS DEPARTMENT



Frame & Roof Finish Technical Data



We are certified by the Powder Coating Institute as ISO 9001. This means that we ensure all of our products are produced with a high quality powder coating system. As a certified facility, we have developed a methodology for our quality assurance and deliver our powder coating process, giving you the best product available in the market.

Poli-5000® Durability & Longevity Testing

Test Description	Test Method	Poli-5000® Results
Salt Water Resistance	ASTM D1708-03 Salt Water Immersion	1000 hours, no visible loss of finish, color or gloss
UV Resistance	ASTM D1708-03 UV Radiation	1000 hours, no visible loss of finish, color or gloss
Cracking Resistance	ASTM D1708-03 1000 hours of exposure to moisture	0.5% crack formation
Chemical Resistance	ASTM D1708-03 1000 hours of exposure to moisture	0.5% chemical resistance
Impact Resistance	ASTM D1708-03 1000 hours of exposure to moisture	0.5% impact resistance
Adhesion	ASTM D1708-03 1000 hours of exposure to moisture	0.5% adhesion
Flexibility	ASTM D1708-03 1000 hours of exposure to moisture	0.5% flexibility
Corrosion Resistance	ASTM D1708-03 1000 hours of exposure to moisture	0.5% corrosion resistance

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High resistance to staining

High resistance to film / coating / erosion

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Page 1 of 1





City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of a Cooperative agreement with the City of Santa Ana for the Westminster Avenue Rehabilitation Project from Newhope Street to Harbor Boulevard. (Cost: \$550,000) (<i>Action Item</i>)	Date:	6/27/2023

OBJECTIVE

For City Council to approve a Cooperative Agreement between the City of Santa Ana and the City of Garden Grove for the Westminster Avenue Rehabilitation Project from Newhope Street to Harbor Boulevard (CP-1196273).

BACKGROUND

The City of Santa Ana is preparing a rehabilitation project for Westminster Avenue from Newhope Street to Harbor Boulevard and has offered to improve the City of Garden Grove's portion. Approximately one-sixth of the work lies within the City of Garden Grove.

The City of Santa Ana is preparing a rehabilitation project for Westminster Avenue from Newhope Street to Harbor Boulevard and has offered to improve the City of Garden Grove's portion. Approximately one-sixth of the work lies within the City of Garden Grove.

This proposed agreement is for construction costs and construction administration of Garden Grove's portion of the project. The City of Santa Ana is serving as lead agency.

DISCUSSION

Staff has reviewed the plans, specifications, and construction estimate of the project, and verified the location of Garden Grove's portion. The project cost for City of Garden Grove's portion is estimated at \$550,000.

FINANCIAL IMPACT

There is no impact to the General Fund. The Westminster Avenue Rehabilitation Project from Newhope Street to Harbor Boulevard is included in the Fiscal Year 2023-24 adopted Capital Improvement Plan budget and are funded by Gas Tax Funds.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Cooperative Agreement with the City of Santa Ana, in the amount of \$550,000, for the Westminster Avenue Rehabilitation Project from Newhope Street to Harbor Boulevard (CP-1196273); and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Nick Hsieh, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
AGREEMENT	6/6/2023	Agreement	6-2023_COOPERATIVE_COST_REIMBURSEMENT_AGREEMENT__(CSA-GG).pdf

COOPERATIVE COST REIMBURSEMENT AGREEMENT

WESTMINSTER BOULEVARD (NEWHOPE ST. TO HARBOR BLVD.) STREET REHABILITATION PROJECT

COOPERATIVE COST REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between the CITY OF SANTA ANA, a California charter city ("Santa Ana"), and the CITY OF GARDEN GROVE, a California municipal corporation ("Garden Grove"). In this Agreement, Santa Ana and Garden Grove may each be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, Santa Ana has initiated a street rehabilitation project (the "Project") to improve the street condition of Westminster Blvd. from Newhope St. to Harbor Blvd; and

WHEREAS, Westminster Boulevard within the Project limits contain a portion of property within Santa Ana and a portion of the street within the boundary of Garden Grove; and

WHEREAS, In an effort to efficiently utilize Garden Grove resources, Garden Grove wishes to improve the portion of Westminster Boulevard within its boundary at the same time the Santa Ana Westminster Boulevard Project is conducted; and

WHEREAS, the Parties desire to improve Westminster Boulevard, within their respective boundaries, as part of the "Project".

NOW, THEREFORE, based upon the foregoing Recitals, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

1. The City of Santa Ana will advertise for bids, hire a contractor, approve the work and administer the contract for street rehabilitation.

2. Garden Grove is responsible for:

- (a) Garden Grove shall pay Santa Ana for the actual cost of the work within the Garden Grove portion based upon unit prices bid of the Successful Contractor and quantities actually used on the Garden Grove portion as set forth in the Project Location Map (Exhibit A) and the City Cost Sharing (Exhibit B), attached hereto and incorporated by this reference. Garden Grove will remit payment to Santa Ana within thirty (30) days of receipt of invoice evidencing Project work performed within Garden Grove city boundary.
- (b) Garden Grove shall pay Santa Ana for the actual cost of design engineering and construction engineering services provided for the work within the Garden Grove portion based upon the time spent by Santa Ana staff. Garden Grove will remit payment to Santa Ana within thirty (30) days of receipt of invoice evidencing Project work performed within Garden Grove city boundary.

3. Garden Grove will coordinate the relocation of all affected utility company facilities within the City limits of Garden Grove in a timely manner.

4. Santa Ana and Garden Grove shall extend cooperation to each other and proceed under this Agreement in good faith to facilitate timely completion of the Project. The Parties agree that when any component of this Project is subject to the approval of Garden Grove, such approval shall not be unreasonably withheld.

5. Garden Grove will be notified as to the official advertising dates, bid opening date, construction start date, and overall construction schedule. Also, a representative from Garden Grove will be invited to attend pre-construction, Project status, and final walk through meetings.

6. Change orders for work within Garden Grove must receive the written approval of the Public Works Department Engineering Manager of Garden Grove or his/her designee prior to implementation. Garden Grove is responsible for change order cost within Garden Grove respective boundaries.

7. The following staff members, or as otherwise designated in writing by the Executive Director of Public Works of Santa Ana or the Public Works Department Engineering Manager of Garden Grove, shall be the selected representatives of each City to act on each respective City's behalf with respect to this agreement. Any notices, requests, approvals, plan submittals or communications shall be provided to each representative noted below:

City of Santa Ana:

ATTN: Rodolfo Rosas, P.E.
City Engineer
Public Works Agency
Santa Ana, CA 92701
20 Civic Center Plaza, M-21
Phone: (714) 647-3379
E-Mail: rrosas@santa-ana.org

City of Garden Grove:

ATTN: Dan Candelaria, P.E., TE
City Engineer
Public Works Department
11222 Acacia Parkway
Garden Grove, CA 92840
Phone: (714) 741-5185
E-Mail: danc@ci.garden-grove.ca.us

8. Santa Ana shall cause its contractor for the Project to guarantee the Garden Grove improvements against defects in workmanship and materials for a period of one (1) year from the date of acceptance by Santa Ana. It is further agreed that Santa Ana shall assume the responsibility for causing the Garden Grove improvements to be brought or restored to full compliance with the requirements of the Plans and Specifications for any portion of the Project which during said one (1) year period are found not to be in conformance with the provisions of the Plans and Specifications.

9. The City of Santa Ana shall have its contractor provide insurance as follows:

9.1 INSURANCE AMOUNTS. Contractor shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A- Class VII or better, as approved by the City. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy shall designate the City of Santa Ana, the City of Garden Grove, their officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the Contractor. Contractor shall provide to City proof of insurance and endorsement forms that conform to City's requirements, as approved by the City.

- (b) Automobile liability in the amount of \$1,000,000 combined single limit, including mobile equipment if applicable; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City.

An Additional Insured Endorsement for the policy shall designate the City of Garden Grove, the City of Santa Ana, their officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the Contractor. Contractor shall provide to City proof of insurance and endorsement forms that conform to City's requirements, as approved by the City.

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

9.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, Contractor and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the City of Garden Grove, the City of Santa Ana, their officers, officials, agents, employees, and volunteers.

9.3. CONTRACTOR shall not commence work until all certificates and endorsements have been received and approved by Santa Ana. All insurance required shall contain a Statement of Obligation on the part of the carrier to notify City of any material change, cancellation, or termination at least thirty (30) days in advance.

10. This Agreement contains all of the agreements of the Parties regarding the Project and all previous understandings, negotiations and agreements regarding the Project are integrated into and superseded by this Agreement.

11. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

12. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

13. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

14. This Agreement shall be binding upon and shall endure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

15. This Agreement may be executed by the Parties and counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

16. This Agreement is to be governed by the laws of the State of California, in Orange County California.

17. Each party agrees to defend, hold harmless, and indemnify the other as to any and all claims, judgments, liabilities or damages for injuries and damages directly arising out of each party's own performance under this Agreement, except to the extent such damage or expense is caused in whole or in part by the other party's negligence or willful misconduct.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF SANTA ANA

Kristine Ridge
City Manager

ATTEST:

Jennifer L. Hall
Clerk of the Council City Clerk

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: _____
JOHN M. FUNK
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

Nabil Saba, P.E.
Executive Director
Public Works Agency

CITY OF GARDEN GROVE

Lisa Kim
City Manager

ATTEST:

TERESA POMEROY
City Clerk

APPROVED AS TO FORM:



OMAR SANDOVAL
City Attorney

Exhibit A

Location Map

Westminster Boulevard (Newhope St. to Harbor Blvd.) Street Rehabilitation Project

Legend

 - Project Location

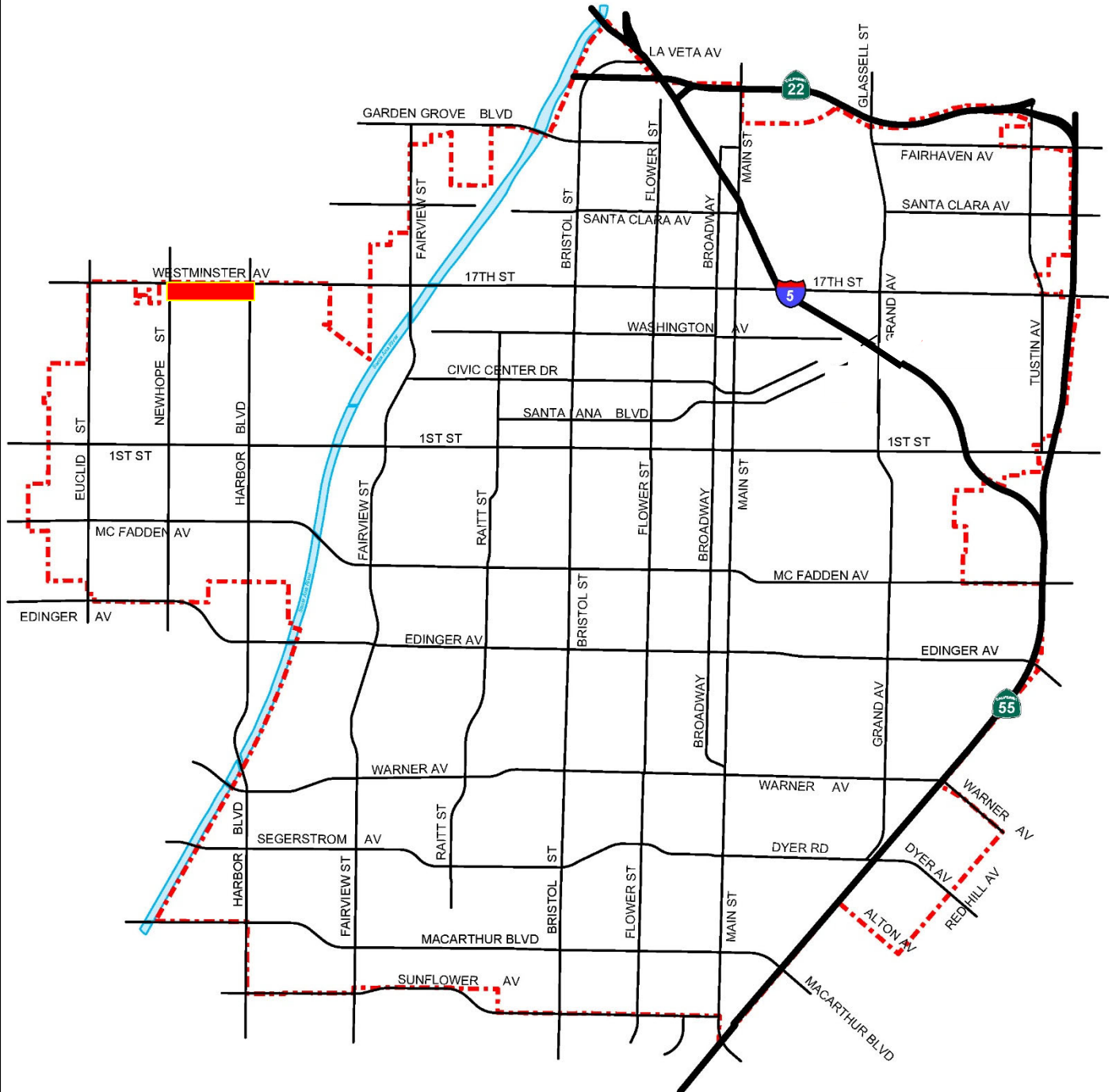


Exhibit A



**Project No. 22-6989:
Westminster Ave Rehabilitation
From Newhope St to Harbor Blvd**



EXHIBIT B

City Cost Sharing

Westminster Boulevard (Newhope St. to Harbor Blvd.) Street Rehabilitation Project

City of Santa Ana Cost

Table 1

City of Garden Grove Cost

Table 2

CITY OF SANTA ANA

Preparer: AV

Reviewer: GC

Project No.: 22-6989

Date Revised: 06/06/23

Date Reviewed:

EXHIBIT B - TABLE 1
COST ESTIMATE-SANTA ANA
22-6989 - Westminster Avenue Rehabilitation
 Newhope St to Harbor Blvd

Item No.	NO.	DESCRIPTION	UNIT	QUANTITY	ENGINEER	
					UNIT PRICE	COST
	1	Unclassified Excavation	CY	870	\$ 280.00	\$ 243,600.00
	2	Asphalt Concrete	TN	1,240	\$ 200.00	\$ 248,000.00
	3	Cold Mill (2")	SF	178,000	\$ 1.00	\$ 178,000.00
	4	Asphalt Rubber Hot Mix (ARHM)	TN	2,500	\$ 260.00	\$ 650,000.00
	5	PCC Sidewalk (T=4")	SF	5,800	\$ 14.00	\$ 81,200.00
	6	PCC Driveway Approach (T=8")	SF	1,100	\$ 25.00	\$ 27,500.00
	7	PCC Curb Ramp	SF	800	\$ 18.00	\$ 14,400.00
	8	PCC Curb and Gutter (Type A-2-8)	LF	500	\$ 50.00	\$ 25,000.00
	9	PCC (B-1) Curb (Including Steel Rebar Dowels)	LF	100	\$ 25.00	\$ 2,500.00
	10	Root Shave*	EA	5	\$ 650.00	\$ 3,300.00
	11	Adjust Water Valve Frame and Cover Per CSA STD.	EA	22	\$ 1,100.00	\$ 24,200.00
	12	Adjust Water Vault Frame and Cover Per CSA STD.	EA	1	\$ 1,600.00	\$ 1,600.00
	13	Adjust Water Meter Frame and Cover Per CSA STD.	EA	6	\$ 800.00	\$ 4,800.00
	14	Adjust Manhole Frame and Cover Per CSA STD.	EA	23	\$ 1,200.00	\$ 27,600.00
	15	Adjust Manhole Frame and Cover Per OCFCD STD.	EA	3	\$ 2,000.00	\$ 6,000.00
	16	Parkway Culver Type B	EA	2	\$ 400.00	\$ 800.00
	17	Furnish and Install New #6 Pullbox	EA	4	\$ 1,100.00	\$ 4,400.00
	18	Adjust Survey Monument Frame and Cover	EA	2	\$ 2,000.00	\$ 4,000.00
	19	Furnish and Install Traffic Loops Type D †	EA	28	\$ 500.00	\$ 14,000.00
	20	Furnish and Install Traffic Loops Type E †	EA	56	\$ 500.00	\$ 28,000.00
	21	Furnish and Install Traffic Loops Type Q †	EA	2	\$ 500.00	\$ 1,000.00
	22	Project Advertisement Sign	EA	1	\$ 1,000.00	\$ 1,000.00
	23	Signing and Striping	LS	1	\$ 44,370.00	\$ 44,400.00
	24	As-Built Plans	LS	1	\$ 3,500.00	\$ 3,500.00
	25	Construction Permits	EA	1	\$ 7,000.00	\$ 7,000.00
	SUBTOTAL CONSTRUCTION COST					\$ 1,645,800.00
	Contingency		10%			\$ 165,000.00
	Construction Engineering		15%			\$ 247,000.00
	TOTAL PROJECT COST					\$ 2,058,000.00
	SURPLUS / DEFICIT					

CITY OF SANTA ANA

Preparer: AV

Reviewer: GC - Nick Hsieh

Project No.: 22-6989

Date Revised: 06/06/23

Date Reviewed:

EXHIBIT B - TABLE 2
COST ESTIMATE- GARDEN GROVE
22-6989 - Westminster Avenue Rehabilitation
Newhope St to Harbor Blvd

Item No.	NO.	DESCRIPTION	UNIT	QUANTITY	ENGINEER	
					UNIT PRICE	COST
	1	Unclassified Excavation	CY	170	\$ 280.00	\$ 47,600.00
	2	Asphalt Concrete	TN	210	\$ 200.00	\$ 42,000.00
	3	Cold Mill (2")	SF	35,000	\$ 1.00	\$ 35,000.00
	4	Asphalt Rubber Hot Mix (ARHM)	TN	500	\$ 260.00	\$ 130,000.00
	5	PCC Sidewalk (T=4")	SF	1,400	\$ 14.00	\$ 19,600.00
	6	PCC Curb Ramp	SF	1,000	\$ 18.00	\$ 18,000.00
	7	Truncated Domes	EA	3	\$ 1,500.00	\$ 4,500.00
	8	PCC Curb and Gutter (Type A-2-8)	LF	300	\$ 50.00	\$ 15,000.00
	9	Furnish and Install Water Valve Lid and Slip Can Per GG STD	EA	26	\$ 1,200.00	\$ 31,200.00
	10	Adjust Manhole Frame and Cover Per GG STD.	EA	2	\$ 2,000.00	\$ 4,000.00
	11	Adjust Manhole Frame and Cover Per OCSD STD.	EA	2	\$ 2,000.00	\$ 4,000.00
	12	Furnish and Install Manhole Per GG STD.	EA	1	\$ 2,500.00	\$ 2,500.00
	13	Install FABCO CPS Unit	EA	5	\$ 3,800.00	\$ 19,000.00
	14	Catch Basin Top Slab Reconstruction	LS	1	\$ 10,000.00	\$ 10,000.00
	15	Project Advertisement Sign	EA	1	\$ 1,000.00	\$ 1,000.00
	16	Signing and Striping	LS	1	\$ 7,830.00	\$ 7,800.00
	17	As-Built Plans	LS	1	\$ 1,500.00	\$ 1,500.00
	SUBTOTAL CONSTRUCTION COST					\$ 392,700.00
		Design Engineering		15%		\$ 59,000.00
		Contingency		10%		\$ 39,000.00
		Construction Engineering		15%		\$ 59,000.00
	TOTAL PROJECT COST					\$ 550,000.00
	SURPLUS / DEFICIT					

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Craig Beck

Dept.: City Manager Dept.: Community and Economic Development

Subject: Award contract to WGJ Enterprises, Inc. dba PCI , for the construction of the Bicycle Corridor Improvement Project (BCIP), includes improved bicycle signing and striping upgrades Citywide. (Cost:\$1,272,469.55) (Action Item) Date: 6/27/2023

OBJECTIVE

For the City Council to award a contract to WGJ Enterprises, Inc. dba PCI for the construction of the Bicycle Corridor Improvement Project (BCIP) located Citywide, City Project No. 2312.

BACKGROUND

The BCIP is a \$20 million grant program for projects that make bicycling and walking easier and safer in Orange County. Funding for the program comes from the Congestion Mitigation and Air Quality Improvement Program, a federal program that provides funding for transportation projects that help meet Federal Clean Air Act requirements and for implementation of goals from the Garden Grove Active Streets Bicycle and Pedestrian Master Plan.

In 2018, the Community and Economic Development Department was awarded \$1.018 million in Caltrans grant funds to provide resources to improve on-street bicycle infrastructure by 75%. The project scope incorporates approximately 15 miles of new and improved bicycle signing and striping upgrades located at Brookhurst Avenue (From Trask Avenue to Katella Avenue), West Street (From Garden Grove Boulevard to Orangewood Avenue), Chapman Avenue (From Valley View Street To Beach Boulevard), Gilbert Street (From Deodora Drive to Katella Avenue), and Lampson Avenue (From Dale Street to Haster Street). **See Attachment No. 3 BCIP Bike Lane Project Street Map.**

- Phase 1:Environmental study completed in 2019
- Phase 2: Design and Engineering completed in 2020
- Phase 3: Right-of-Way (ROW) certification completed in 2021
- Phase 4: Construction is anticipated to be completed in September 2023

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.52.010. The Invitation to Bids for construction of the BCIP project was posted on the City PlanetBid Portal.

Two (2) qualified bid proposals were received at the City Clerk’s Office by 11:00 a.m. on March 9, 2023. The bid amount from PCI, was the lowest responsible bidder at \$1,272,469.55. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The bid results are as follows:

BIDDERS AMOUNT OF BID

PCI	\$1,272,469.55
Superior Pavement Markings	\$1,389,057.00

The anticipated contract schedule is as follows:

<u>MILESTONE</u>	<u>DATE</u>
Award of Contract	June 27, 2023
Begin Construction (estimated)	July 17, 2023
Complete Construction (estimated)	September 15, 2023

FINANCIAL IMPACT

These improvements were included in the Fiscal Year 2023-2024 Capital Improvement Plan budget and are funded by General Fund, Caltrans BCIP Cycle 2 grant, and AQMD funds. Funds are available in the Fiscal Year 2023-24 Economic Development's operational budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to WGJ Enterprises, Inc. dba PCI, in the amount of \$1,272,469.55 for the Bicycle Corridor Improvement Project (BCIP); and
- Authorize the City Manager, or her designees, to execute the Agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Alana Cheng, Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Bid Summary	6/20/2023	Backup Material	Attachment_1._BID_SUMMARY._6.27.23.doc
Attachment 2: PCI Construction Agreement & Exhibits	6/22/2023	Agreement	Attachment_2._PCI_Construction_Agreement_w._Fed_Exhibits._6.27.23.pdf
Attachment 3: Project Street Map	6/20/2023	Exhibit	Attachment_3._BCIP_Bike_Lane_Project_Street_Map._incl_CIP_street_project_coordination._6.27.23.pdf



BID DEADLINE: Thursday, March 09, 2023 at 11:00 a.m.
City Clerk's Office – Planning conf. room

PROJECT NO.: BCIP Project No. PKG 2312

BIDDERS (Name & Address)	BID BOND	ADDENDUM	AMOUNT OF BID
PCI 975 West 1 st St Azusa, CA 91702	YES	YES	\$1,272,469.55
Superior Pavement Markings 5312 Cypress St Cypress, CA 90630	YES	YES	\$1,389,057.00

SECTION 5 - AGREEMENT

CONSTRUCTION AGREEMENT

WGJ ENTERPRISES INC. (dba PCI)

THIS AGREEMENT is made this **27th day of June, 2023** by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **WGJ ENTERPRISES, INC. (dba PCI)** 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 **__27th day of June, 2023.**
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **Bicycle Corridor Improvements at Various Locations, City Project No. 2312.**
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications, and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY'S Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

SECTION 5 - AGREEMENT

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 Project.** The PROJECT is described as: Bicycle Corridor Improvements at Various Locations, City Project No. 2312.
- 5.4 Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: Bicycle Corridor Improvements at Various Locations, City Project No. 2312. Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.
- 5.5 Time of Commencement and Completion.** CONTRACTOR shall have **ten (10) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

The Contract time shall commence on the fifteenth (15th) calendar day following the Notice to Proceed issued by the City and the CONTRACTOR agrees to submit shop drawings **within fourteen (14) calendar days**. The working day clock for both projects starts on the same day, fifteen calendar days after the Notice to Proceed is issued. The CONTRACTOR shall diligently prosecute the work within **forty-five (45) working days** to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

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

Contractor shall have **fourteen (14) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract

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Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the fourteen (14) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsible and responsive bidder.

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

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

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

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

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

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

5.9 Changes in Project.

- 5.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

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

- 5.9.2** A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within

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thirty (30) days of receipt of the request either approving or denying the request.

5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

5.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.

5.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

5.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **Three Thousand Six Hundred Dollars (\$3,600) per day** for each and every calendar day during which completion of the project has not been completed within **forty-five (45)** working day period. 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.

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5.11 Contract Price and Method of Payment.

CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum not to exceed **\$1,272,469.55 (One Million Two Hundred Seventy-Two Thousand Four Hundred Sixty Nine Dollars and Fifty-Five Cents)**, as set forth in the Contract Documents, to be paid as provided in this Agreement.

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 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

5.13 Completion. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 CONTRACTOR 's Employees Compensation

5.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the

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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 one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

5.14.3 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

5.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

5.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same.

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The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.* Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

5.14.6 Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

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

5.14.7 Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

5.15 Surety Bonds. CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY."

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5.16 Insurance.

5.16.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

5.16.2 CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

5.16.3 CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

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

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU and on the **Contractors' Pollution Liability policy**, if available. 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. (ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 28; **and** CG 20 37 forms if later versions used). 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).

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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. 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. Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. 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 at least as broad as ISO CG 20 01 04 13 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

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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.

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 Risk and Indemnification. All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the 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.

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5.18 Termination.

5.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

5.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

5.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

5.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or

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Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

- 5.21 Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO CITY:

City of Garden Grove.
CED Department
ATTN: Alana Cheng/Christy Le
11222 Acacia Parkway
Garden Grove, CA 92840
alanac@ggcity.org
christyle@ggcity.org

TO CONTRACTOR:

WGJ Enterprises Inc. dba PCI
ATTN: William G. Jacob, President
Attn: Evan Gurney, Project Manager
975 West 1st Street
Azusa, CA 91702
bjacob@lineuppci.com
egurney@lineuppci.com

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5.22 Required Federal-Aid Contract Language. The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the

SECTION 5 - AGREEMENT (Continued)

DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non- DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be

SECTION 5 - AGREEMENT (Continued)

construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

SECTION 5 - AGREEMENT (Continued)

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors

SECTION 5 - AGREEMENT (Continued)

(DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

A. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

SECTION 5 - AGREEMENT (Continued)

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Contractors*.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible bidder.
5. **CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).
6. **CHANGED CONDITIONS**

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

SECTION 5 - AGREEMENT (Continued)

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Garden Grove.

The work shall be diligently prosecuted to completion before the expiration of 45 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract. The working day clock starts on the fifteen calendar days after the Notice to Proceed is issued.

The Contractor shall pay to the City of Garden Grove the sum of **\$3,600.00 per day** for each and every calendar day during which completion of the project has not been completed within their **forty-five (45)** working day period.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

SECTION 5 - AGREEMENT (Continued)

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The local agency (City of Garden Grove) may examine the records and reports of tests the Contractor performs if they are available at the job site. Schedule work to allow time for QAP.

SECTION 5 - AGREEMENT (Continued)

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

Local Assistance Procedures Manual

Exhibit 12-G
Required Federal-Aid Contract Language

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

SECTION 5 - AGREEMENT (Continued)

1. **Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

SECTION 5 - AGREEMENT (Continued)

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Exhibit 12-G Required Federal-Aid Contract Language

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

SECTION 5 - AGREEMENT (Continued)

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

SECTION 5 - AGREEMENT (Continued)**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA	
	Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA 7485	
	Santa Cruz, CA	14.9
	CA Santa Cruz	
177	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	14.3
178	Non-SMSA Counties	
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
	Stockton-Modesto, CA:	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus 8120	
	Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA CA	19.1
	Kern	
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY,
FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

-
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is_____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of_____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of_____ approval for this submitted information before the prime contractor starts work. The City/County of_____

_____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list

before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

WGJ ENTERPRISES, INC. (dba PCI)

CONTRACTOR'S State License No. 415490
(Expiration Date: 07/31/2023)

CONTRACTOR'S DIR NO. 1000813536
Attach a copy of your DIR Certificate.

By: _____

Title: _____

Date: _____

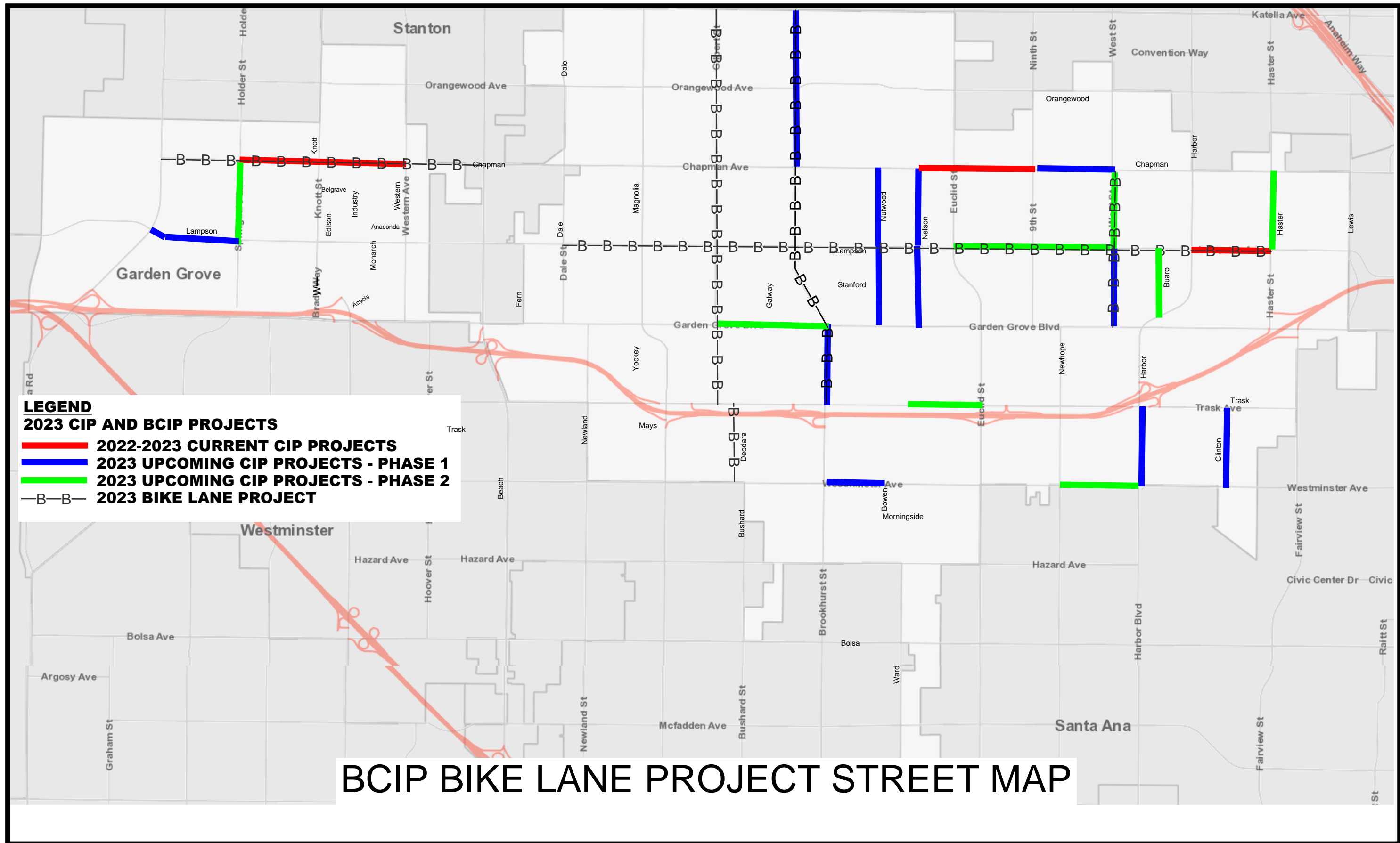
APPROVED AS TO FORM:

Garden Grove City Attorney

Date _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to Leed Electric, Inc, for construction of Project No. CP1268010 - Trask & Westhaven Reservoir/BPS SCADA Improvements. (Cost: \$1,455,100) (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

For the City Council to award a contract to LEED Electric, Inc. for construction of Project No. CP1268010 – Trask & Westhaven Reservoir/BPS SCADA Improvements Project.

BACKGROUND

In the 2020 the Supervisory Control And Data Acquisition (SCADA) Master Plan, it had identified a list of 22 projects to be implemented over a 5-year period with an overall estimated budget of \$7.8 million, which includes design and construction.

Trask & Westhaven Reservoir/BPS SCADA Improvements Project is one of the projects identified which will upgrade the SCADA software and hardware equipment to control and operate the Trask & Westhaven Reservoirs and Booster Pump Stations. This project consists of demolishing and retrofitting Programmable Logic Controller (PLC) Control Panels, installation of new control panels, installation of new chemical dosing skids, replacement of select field instrumentation and valve controls, and replacement of engine control panels. New conduit, conductors, and junction boxes will be installed as indicated on the Drawings.

DISCUSSION

Two bids were received and opened by the City Clerk's Office on May 31, 2023, at 11:00 a.m. (see Bid Summary Sheet).

The apparent lowest bidder was R2Build dba R2B Engineering. However, R2Build was disqualified for not providing proper references and past experience to show required project experience specified in the bid documents, Section A.1, which

provides:

Minimum Qualifications – General Contractor and Electrical Subcontractor: General Contractor shall have a current Class "A" license in good standing with the California Department of Consumer Affairs - Contractors State License Board. Electrical Subcontractor shall have a current Class "C-10" license in good standing with the California Department of Consumer Affairs - Contractors State License Board. The General Contractor shall provide a Field Instrument Technician with the following qualifications: Certified Control Systems Technician (CCST) registration or completion of the relevant core courses in the Technical Skills Training program as certified by ISA. Both the General Contractor and the Electrical Subcontractor shall have a minimum of three years relevant project experience and five successfully executed projects of a similar scope and size. Contractor shall provide the relevant experiences in the reference section as requested in Section 4C.

Minimum Qualifications – Panel Fabricator: Panel Fabricator shall be a single source of responsibility for control panel fabrication and wiring and shall provide qualified personnel to complete the work specified for this project. Have at least five years relevant project experience fabricating control panels using Modicon PLCs. Panel Fabricator shall submit the following Evidence of Experience:

1. Five similar successful projects in the last five years with one project currently in progress or completed within the last two years.
2. Submit project descriptions with contact names, addresses, and telephone numbers from the project Owner.

Staff notified R2Build that its proposal was found non-responsive for failure to comply with Section A.1 of the specification pertaining to the Minimum Qualifications. In particular, the requirements that requested a minimum of five similar successful projects in the last five years with one project currently in progress or completed within the last two years. R2Build's bid only provided 3 projects and not all of the provided projects had the similar scope as Project CP1268010. A copy of R2Build's bid is attached. In response, R2Build submitted the attached appeal of the non-responsiveness finding. However, an appeal is only available for a finding that a contractor is non-responsible, which is different from a finding that a bid is non-responsive (for failing to comply with the bid requirements). Nevertheless, staff recommends that the City Council uphold the staff's finding of non-responsiveness and let the contract to the second lowest responsive bidder.

The second lowest responsive bidder was LEED Electrics, Inc., with a total bid of \$1,455,100. The licenses and references of LEED Electrics, Inc. have been reviewed and verified by staff, and all other documentation is in order. A copy of LEED Electrics, Inc.'s bid is attached. The anticipated contract schedule is as follows:

Award contract	June 27, 2023
Project Kickoff	July 17, 2023
Procurement of Long	
Lead Items (8+ months)	March 27, 2024

Begin construction
Complete construction

March 28, 2024
November 20, 2024

FINANCIAL IMPACT

There is no impact to the General Fund. This project is included in the 2023-2024 Capital Improvements Budget, and will be financed with Water Funds, in the amount of \$1,455,100.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to LEED Electric, Inc. for \$1,455,100 for the construction of Project No. CP1268010 – Trask and Westhaven Reservoir/BPS Improvements Project; and
- Authorize the City Manager to execute the contract on behalf of the City, and make minor modifications as appropriate.

By: Rebecca Li, Senior Civil Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment No. 1 _ Bid Summary	6/19/2023	Backup Material	Att_No._1_StaffAwd_Const_LEED_Electric_CP1268010_BidSummary.pdf
Attachment No. 2 R2Build Bid	6/21/2023	Backup Material	BidProposal_R2Build.pdf
Attachment No. 3 R2Build Appeal Letter	6/21/2023	Backup Material	signed_letter.pdf
Attachment No. 4. LEED Electronics Bid	6/21/2023	Backup Material	BidProposal_LEEDElectrics.pdf
Construction Agreement	6/19/2023	Agreement	GG_HP_Pkg._1_-_ConstructionAgreement_preSignature.pdf

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

BID SUMMARY SHEET

PROJECT: CP 1268010 – Trask & Westhaven
Reservoir/BPS SCADA Improvements
Project

BID OPENING
DATE: **May 31, 2023**
TIME: **11:00 AM**

<u>Facility Name</u>	<u>Engineer's Estimate</u>	<u>Contract Amount</u>
Trask and Westhaven Reservoirs/BPS sites	\$1,046,980	\$1,455,100

Bidder's Name	Total Bid	%Under /Over Engineers Estimate
1. R2Build dba R2B Engineering	\$1,255,000	19.7%
2. LEED Electric, Inc.	\$1,455,100	38.8%

SECTION 2 - CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME: R2BUILD dba R2B Engineering Inc
THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840
SUBJECT PROJECT:

SPECIFICATION NO. 779

SCADA MASTER PLAN IMPLEMENTATION TRASK & WESTHAVEN RESERVOIR/BPS SCADA IMPROVEMENTS PROJECT

PROJECT NO. CP1268010 -- DRAWING NO. W-627

Gentlemen/Ladies:

The undersigned, having carefully examined the Plans and Specifications for the above subject project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the unit prices named in the following bid proposal. Furthermore, the following bid items include removal and replacement of Concrete and/or AC pavement, markers, and striping.

TOTAL BID PROPOSAL

Item	Approx. Quantity	Unit	Item With Unit Price Written In Words *	Unit Price	Item Total
1	8	%	Clearing, Grubbing, Mobilization / Demobilization.	\$ 100,000	\$ 100,000
Per Percentage					
2	1	LS	Trask Reservoir/BPS: Demolition and modifications to existing control panel (PLC-TSK) as indicated on the Drawings.	\$ 84,000	\$ 84,000
Per Lump Sum					
3	1	LS	Trask Reservoir/BPS: Route new conduit(s), conductors, junction boxes as indicated on the Drawings.	\$ 36,500	\$ 36,500
Per Lump Sum					
4	1	LS	Trask Reservoir/BPS: Demolition and replacement of existing chemical dosing skid as indicated on the Drawings.	\$ 165,000	\$ 165,000
Per Lump Sum					

SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)

Item	Approx. Quantity	Unit	Item With Unit Price Written In Words *	Unit Price	Item Total
5	1	LS	Trask Reservoir/BPS: Modify existing chemical pump starter, replace receptacle, install cord cap.	\$ 22,000	\$ 22,000
Per Lump Sum					
6	2	EA	Trask Reservoir/BPS: Demolition and replacement of solenoid controls on North and South Altitude Valves (two solenoids per altitude valve) as indicated on the Drawings.	\$ 38,000	\$ 76,000
Per Each					
7	1	LS	Trask Reservoir/BPS: Demolition and replacement of Station Flowmeter as indicated on the Drawings.	\$ 22,000	\$ 22,000
Per Lump Sum					
8	2	EA	Trask Reservoir/BPS: Demolition and replacement of existing MurCal control panel as indicated on the Drawings.	\$ 94,000	\$ 188,000
Per Each					
9	900	LF	Trask Reservoir/BPS: Route new single-mode, fiber optic cable from PLC-TSK (located at Trask pump station) to RIO-W20 (located at Well 20 Building) as indicated on the Drawings.	\$ 15	\$ 13,500
Per Linear Foot					
10	1	LS	Trask Reservoir/BPS: Install and connect new Remote I/O (RIO) enclosure (RIO-W20) at the Well 20 Building as indicated on the Drawings.	\$ 25,000	\$ 25,000
Per Lump Sum					
11	1	LS	Trask Reservoir/BPS: Site Acceptance Test, Loop Check, and Commissioning Support	\$ 4,000	\$ 4,000
Per Lump Sum					
12	1	LS	Westhaven Reservoir/BPS: Demolition and modifications to existing control panel (RIO-WH) as indicated on the Drawings.	\$ 85,000	\$ 85,000
Per Lump Sum					

SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)

Item	Approx. Quantity	Unit	Item With Unit Price Written In Words *	Unit Price	Item Total
13	1	LS	Westhaven Reservoir/BPS: Route new conduit(s), conductors, junction boxes as indicated on the Drawings.	\$ 35,000	\$ 35,000
Per Lump Sum					
14	1	LS	Westhaven Reservoir/BPS: Demolition and replacement of existing chemical dosing skid as indicated on the Drawings.	\$ 165,000	\$ 165,000
Per Lump Sum					
15	1	LS	Sawcut and patch asphalt.	\$ 12,000	\$ 12,000
Per Lump Sum					
16	1	LS	Westhaven Reservoir/BPS: Modify existing chemical pump starter, replace receptacle, install cord cap.	\$ 22,000	\$ 22,000
Per Lump Sum					
17	1	EA	Westhaven Reservoir/BPS: Demolition and replacement of solenoid controls on the Altitude Valve (two solenoids per altitude valve) as indicated on the Drawings.	\$ 38,000	\$ 38,000
Per Each					
18	4	EA	Westhaven Reservoir/BPS: Installation of new intrusion switches for tank vents and tank access hatches as indicated on the Drawings.	\$ 2,500	\$ 10,000
Per Each					
19	1	LS	Westhaven Reservoir/BPS: Trench and install new duct bank with 3x 1-1/2" conduits between the Pump Room and the Sodium Hypochlorite Room as indicated on the Drawings.	\$ 16,500	\$ 16,500
Per Lump Sum					
20	1	LS	Westhaven Reservoir/BPS: Demolish existing OPL panel (RP-WH) and retrofit with relay controls as indicated on the Drawings.	\$ 35,000	\$ 35,000
Per Lump Sum					

SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)

Item	Approx. Quantity	Unit	Item With Unit Price Written In Words *	Unit Price	Item Total
21	1	EA	Westhaven Reservoir/BPS: Retrofit existing PFAS PLC panel (CP-0021) as indicated on the Drawings.	\$ 11,000	\$ 11,000
Per Each					
22	1	EA	Westhaven Reservoir/BPS: Demolish existing Station Pressure Transmitter as indicated on the Drawings.	\$ 4,000	\$ 4,000
Per Each					
23	1	EA	Westhaven Reservoir/BPS: Install new Pressure Transmitter enclosure (PIT-WH) as indicated on the Drawings.	\$ 12,500	\$ 12,500
Per Each					
24	1	EA	Westhaven Reservoir/BPS: Install new chlorine analyzer in the Pump Room as indicated on the Drawings.	\$ 14,000	\$ 14,000
Per Each					
25	1	LS	Westhaven Reservoir/BPS: Site Acceptance Test, Loop Check, and Commissioning Support	\$ 4,000	\$ 4,000
Per Lump Sum					
26	1	LS	Allowance to Accommodate Unknown Underground Obstructions, as Directed by City and Only If Required.	\$ 55,000	\$ 55,000
Per Lump Sum					

* Each Bid Item includes: Furnishing all labor, equipment and materials

TOTAL BID PROPOSAL: \$ 1,255,000

TOTAL BID PROPOSAL WRITTEN IN WORDS: One Million Two Hundred Fifty Five Thousand Dollars

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City of Garden Grove does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer.

SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)

NOTE: The contract will be awarded to the lowest responsible bidder, based on the amount shown under TOTAL BID PROPOSAL. IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

It is understood and agreed that:

(a) Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates set forth in the Department of Transportation publication entitled General Prevailing Wage Rates, which is a part of the contract shall be posted by the CONTRACTOR at a prominent place at the site of the work.

If there is a difference in the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of Industrial Relations, for similar classifications of labor, the CONTRACTOR and its SUBCONTRACTORS shall pay not less than the highest wage rate.

(b) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.

(c) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up their bid, nor will bidders be released because of errors.

(d) The undersigned is licensed in accordance with the laws of the State of California.

(e) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid; or any other person, firm or corporation to refrain from bidding, that the undersigned has not in any manner sought, by collusion, to secure for itself an advantage over any other bidder and that the unit prices proposed herein shall remain fully in effect for 180 calendar days from bid opening.

I declare under penalty of perjury that all statements or representations made herein are true and correct.

R2BUILD dba R2B Engineering

BIDDER'S NAME


AUTHORIZED SIGNATURE

Khalil Ahmad Sanwari

DATE: May-30-2023

Corporation

TYPE OF ORGANIZATION: INDIVIDUAL,
PARTNERSHIP OR CORPORATION

23441 S. Pointe Dr. Suite 280 , Laguna Hills , Ca 92653

ADDRESS

949-299-6426

TELEPHONE

FAX

10/31/2023

Expiration Date

1031564

STATE OF CALIFORNIA LICENSE NUMBER

SECTION 3 - DESIGNATION OF SUBCONTRACTORS/REFERENCES

- The undersigned certifies that the sub-bids of the following listed SUBCONTRACTORS have been used in making up this bid, and that the SUBCONTRACTORS listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of the Specifications.

Bidder's Name _____

LIST OF PROPOSED SUBCONTRACTORS

Each bidder is to set forth below the name and business address of each SUBCONTRACTOR with whom the bidder intends to enter into subcontracts for the performance of any work in excess of one-half of one percent of the bidder's total bid, and the portion of the work to be performed by each SUBCONTRACTOR. Substitution of bidders may only be made in accordance with Section 4107 of the Government Code of the State of California.

	Name of SUBCONTRACTOR	Address	Phone No.	Item of Work
1.	Consult Construction Corp.	4623 Maytime Lane Culver City, CA 90230	310-404-3065	Electrical & Instrumentation
				Amount \$ 716,500
			License Number:	1021010
			Expiration Date:	11/24
2.				
				Amount \$
			License Number:	
			Expiration Date:	
3.				
				Amount \$
			License Number:	
			Expiration Date:	
4.				
				Amount \$
			License Number:	
			Expiration Date:	
5.				
				Amount \$
			License Number:	
			Expiration Date:	

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL

USE THIS FORM WHEN BIDDER IS AN INDIVIDUAL

State of California)
) ss.
County of Orange)

(Name) _____, Affiant,
being first duly sworn, deposes and says:

That it is the bidder who makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me _____

This _____ day of _____, 20_____.

Signature: _____

Notary Public in and for the County of _____, State of _____

USE THIS FORM WHEN BIDDER IS A CORPORATION

State of California)
County of Orange) ss.

Khalil Ahmad Samawi affiant, the *Secretary* _____
Pres., Sec. or Mgr. Ofcr
of *R2 Build dba R2B Engineering* _____
Name of Corporation

The corporation who makes the accompanying proposal, having first been duly sworn, deposes and says: That such proposal is genuine and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.



Signature
President, Secretary or Managing Officer

Subscribed and sworn to before me _____

This _____ day of _____, 20_____

Notary Public in and for the County of _____, State of _____

Signature: _____

NOTARY PUBLIC JURAT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this 30 day of MAY / 2023, by KHALIL AHMAD SARWAR

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature of Notary Public



Notary Seal

OPTIONAL ENTRIES

Type or Kind of Document: AFFIDAVIT TO ACCOMPANY PROPOSAL

Name of Other Party(ies) Involved: -

Date of Document: 05/30/2023 No. of Pages: - Type of ID. Used: CDL

Additional Notes: -

Sample Oath Wording: Do you swear and affirm that the statements in this document are the truth, the whole truth and nothing, but the truth, so help you God?

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

USE THIS FORM WHEN BIDDER IS A CO-PARTNERSHIP

State of California)
) ss.
County of Orange)

_____, Affiant(s),
Being first duly sworn, each for itself deposes and says:

That _____
(Names of all Partners)

are partners, doing business under the firm name and style of

_____ and that said co-partnership
(Name of Firm)

makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me _____

This _____ day of _____, 20_____.

Notary Public in and for the County of _____,
_____, State of _____

Signature: _____

SECTION 4-A - PREVIOUS DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bid, ever been disqualified, removed, or otherwise prevented from bidding on; or completing a federal, state, or local government project because of a violation of law of a safety regulation?

Yes _____

No _____

X

If the answer is yes, explain the circumstances in the following space.

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

SECTION 4-B - QUESTIONNAIRE TO GENERAL CONTRACTORS

1. Were bid depository or registry services used in obtaining SUBCONTRACTOR bid figures in order to compute your bid?
Yes () No (X)
2. If the answer to No. 1 is "yes," please forward a copy of the rules of each bid depository you used with this questionnaire.
3. Did you have any source of SUBCONTRACTORS' bids other than bid depositories?
Yes (X) No ()
4. Has any person or group threatened you with SUBCONTRACTOR boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?
Yes () No (X)
5. If the answer to No. 4 is "yes," please explain the following details:
 - (a) Date(s):
 - (b) Name of person or group:
 - (c) Job involved (if applicable):
 - (d) Nature of threats:
 - (e) Additional comments:
(Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 30 day of May, 2023.

R2BUILD dba R2B Engineering

Name of Company

By

Khalil Ahmad Sarwari / Secretary

Title

SECTION 4-C - QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name

_____.

List of last five contracts performed which show experience in work of a nature similar to that covered in this proposal. If none, so indicate.

Year	Type of Work	Contract Amt	Location	For Whom Performed	Phone Number
2021	Whittier Narrow Water Reclamation Plant Security Fence and Entrance Improvement	1,042,000.00	Whittier, Ca	LACSD	562-908-4288 ext 2129
2020	Safety Portable Office at Santiago Canyon College	964,000.00	Orange , Ca	Rancho Santiago Community College District	714-322-1192
2020	Emergency Generator	824,000.00	Lynwood, Ca	City of Lynwood, Ca	951-285-9789

REFERENCES:

Following are the names, addresses and telephone numbers of firms or agencies with which you may confirm the past performances of the company in performing work of a similar nature and scope:

Firm/Address	Type of Work	Contact Person Telephone No.	Contract Amount
LACSD 1955 Workman Mill Rd, Whittier, Ca 90601	Whittier Narrow Water Reclamation Plant Security Fence and Entrance Improvement	562-908-4288 ext 2129	1,042,000.00
Rancho Santiago Community College District/ 2323 N Broadway, Santa Ana CA 92706	Safety Portable Office at Santiago Canyon College	714-322-1192	964,000.00
City of Lynwood, Ca 11330 Bullis Rd, Lynwood, CA 90262	Emergency Generator	951-285-9789	824,000.00


Bidder's

Name:

R2BUILD dba R2B Engineering

Authorized

Signature:

 Khadil Ahmad Samwari

May, 30, 2023

Date:

State of California CONTRACTOR's License No. 1031564

CONTRACTOR's License Expiration Date 10/31/2023

SECTION 4-D - CONTRACTOR'S QUESTIONNAIRE

1. List any lawsuit(s) filed against you or your firm over the past ten (10) years for breach or non-performance of contract: _____
None

2. List the results of any lawsuit(s): _____
None

3. List any claim(s) filed by SUBCONTRACTORs against you or your firm over the past ten (10) years: _____
None

4. List the results of each claim: _____
None

5. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your firm by the State CONTRACTOR's License Board: _____
None

6. List projects similar to the type applied for herein which you have worked on and how recently the project was performed: _____

1. Mile 12 - CRA improvements
2. Lywood Well 9 reservoir improvements
3. Garden Grove PMI

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.

Dated: May , 30, 2023 _____



CONTRACTOR's Signature

Khalil Ahmad Sarwari



R2BUILD dba R2B Engineering, Inc
23441 S. Point Dr., #280 Laguna Hills, CA
CSLB #1031564 A, B
P: 949-466-5543 Email: info@r2-build.com

Via Email: citymanager@ggcity.org
rebeccal@ggcity.org

Monday, June 19th, 2023

Ms. Lisa Kim
City Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Re: Specification No. 779 CIP 1268010
SCADA Master Plan Implementation – TRASK & WESTHAVE RESERVIOR
SCADA IMPROVEMNTS PRJOECT

Subject: **Letter of Appeal**

Ms. Lisa Kim:

R2BUILD was the apparent low bidder for the above referenced City of Garden Grove's project that bid on May 31st, 2023. We are writing to appeal the non-responsive determination email we received from Rebecca Li (Senior Civil Engineer) on June 13th, 2023.

I understand that the application was deemed non-responsive due to a technicality, but we believe this decision was made in error. We have carefully reviewed the requirements and guidelines for the bid proposal, and we are confident that we have met all the necessary criteria. R2BUILD is primarily a public works General Engineering Contractor that was founded in 2016. We have successfully completed all the projects awarded. R2BUILD has no past, present or outstanding legal issues with either the client or subvendors. We are financially strong and do not have any outstanding disputes or unresolved payment issues with any vendors.

We are including the following additional information for your consideration:

- List of (6) Public works projects that are similar in size and nature and 1 active project in progress.
- Resume for Field Instrument Technician - Victor Espinoza
- Panel Fabricator references- JFR Controls

List of Public Works Projects:

Project 1: CRA MILE 12 Improvements

Description of work: Scope of Work included installation new 32 flowmeters in underground two 12'0 barrel with a critical limited shut down timeframe. Work included working on maintaining a existing infrastructure to minimize interruptions. Included design build of new off-grid solar PV system, 40' antenna pole, antennas, cameras, design build emergency propane generator system with dual redundancy control panels to operate propane tanks. New Generator control panel, pump control panel, integrated SCADA through RTU & RTU-TC. Included underground electrical ductbanks, vaults, new ATS, working in confined spaces - installation of complete functioning security & intrusion detection system. Project valued at \$2,200,000 and is similar in nature as it involved maintaining existing industrial infrastructure, close coordination during critical shutdowns, new control panels fabricated by same shop intended for this project. Project loop drawings are attached for reference.

Project 2: Irvine Cove Lift Station – Emergency Generator

Description of work: Scope of Work included construction UG 10'x10'x20' vault for emergency generator. Included new Generator Control panel, integrated Motorola Radio to the City's SCADA. New Natural Gas, new UG ductbank, large 30" SS exhaust and 36" intake lines. New switchboard, subpanel. concrete pad, & asphalt restoration. Working in a sensitive area while maintaining high public pedestrian traffic. Close coordination of final shut down, switch over. Valued \$700,000 with primarily electrical work and working directly with City of Laguna Beach.

Project 3: Whittier Narrows – Site Security Improvements

Description of work: Scope of Work included construction of approx.. 4000' of prefab fence and rolling gates. Underground electrical duct-banks, underground Vaults, installation of new control panels integrating new security and intrusion detection system with existing. Project valued at \$1,100,000 and is similar in nature due maintaining a fully functioning industrial facility with critical infrastructure.

Project 4: Siting Generator of Well 8

Description of Work: Scope of work included UG electrical duct-bank, Grading, OverEx, New CMU building - concrete pad footing, CMU, fire rated openings, Roof Structural Steel, metal deck that included mechanical attachment and welding in place. New site concrete, new/restore existing irrigation. New Power to existing Water well, booster pumps, flowmeter, chlorine room. Furnish and install switchboard, MCC, VFD, RTU cabinet, fire alarm system. Install 350 KW diesel generator, Particle Filter and ATS. Close coordination of final shut down, switch over and restart of Water Well, Booster Pump Facility. Project valued \$1,000,000 and is similar industrial water reservoir facility that required maintaining existing infrastructure and close coordination required for minimum interruptions to critical infrastructure.

Project 5: Construction of Safety Portables

Description of work: Scope of Work included construction of Underground electrical duct-banks, New ATS, working in confined spaces - underground Vaults, installation of complete functioning intrusion detection system, site security system, main addressable



R2BUILD dba R2B Engineering, Inc
23441 S. Point Dr., #280 Laguna Hills, CA
CSLB #1031564 A, B
P: 949-466-5543 Email: info@r2-build.com

fire alarm system. New fire water/fire hydrant, portable water, sewer and storm drain system. Scope included concrete foundation for 3600 sqft bldg and site restoration consisting of concrete, asphalt and grading. Project valued at \$964,000 and is similar in nature due maintaining a fully functioning commercial facility with critical infrastructure.

Project 6: CNG electrical - City of Commerce

Description of work: Scope of Work included construction of over +1,000' of UG electrical ductbank along commercial paved road. Electrical Work in Class 2 Div 2 area of Compressed Natural Gas. New switchboard, subpanel. New CMU retaining wall, concrete pad, & asphalt restoration. Close coordination of final shut down, switch over and restart of CNG facility. Valued \$400,000 with primarily electrical work and working directly with City of Commerce.

Project 7: GARDEN GROVE PMI (in Progress)

Description of Work: Scope of work includes design, fabrication and installation of 6 pedestals and Pressure monitoring control panels (Fabricated by JFR Controls) at various locations around the City of Garden Grove. Scope of work to include demo, underground electrical ductbank, concrete pad. Includes coordination with Utility provider. Project valued \$420,000 and similar in nature due to fabrication of control panels and working with City of Garden Grove.

We understand that there may have been some confusion or miscommunication regarding information provided in the bid document, but we'd like to request that you reconsider your decision. We are eager to participate in this project with City of Garden Grove and we believe we have a lot to offer your team for the successful completion of this project.

Per the Notice To Contractor Section B item 6 we'd like to request the City Manager or a designee of City Manager to independently reevaluate R2BUILD's qualifications and conduct a hearing as allowed in the bid documentation.

I would be happy to provide any additional information or clarification that you may need in order to reconsider your evaluation. I appreciate your time and consideration. We are confident that R2BUILD has the required qualifications to complete this project. R2BUILD should be deemed responsible and awarded the project.

Should you have any questions, please do not hesitate to contact me at 949.466.5543

Sincerely,

Massoud Jami
President



R2BUILD dba R2B Engineering, Inc
23441 S. Point Dr., #280 Laguna Hills, CA
CSLB #1031564 A, B
P: 949-466-5543 Email: info@r2-build.com

Attachments:

1. Resume for Field Instrument Technician - Victor Espinoza
2. Panel Fabricator references- JFR Controls
3. Sample As-built Loop Drawings for Project 1

Name	Victor H. Espinoza (858) 305 9961
Title	Instrumentation and PLC Controls Systems Engineer
E-mail	Victor_hech@hotmail.com , victor@consultcc.com

COMPUTER SKILL

Operating Systems and Virtualization: NT, XP, Vista, Windows 8, Windows 10, Windows 11, TeamViewer, Remote Desktop Connection, VMWare.

2D Cad drawing: Autocad Electrical, **Computer Languages:** Assembler, Visual basic, C++, Python, MySQL Data Base, **PLC Programs:** RSlogix, Rslinx, ISaGRAF, Telepace Studio, Do-more Desinger 2.5, 2.6, 2.7, 2.8 **HMI:** PanelBuilder32, C-MORE, Maple System (Easy Builder 500), EZWarePlus, Wonderware 9.5, RSView32, RSView Studio, Lookout, Ignition (Inductive Automation), Clear Scada, C-more EA9 Series.

Hardware: VFDs, Micrologix, SLC 5, SLC 500, Controllogix, PanelView, PanelView Plus, etc.

Radios: MDS iNET-II 900, ESTeems, Airmux 400, Nanostation Ubiquiti, Guardian Calamp, Viper Calamp, Phoenix Contact 900Mhz Radios, SCADALink RIO 900Mhz etc.

2016 to Present

- Provide support and service to **City of Pico Rivera**, Troubleshooting PLC's, VFD, Analog signals, Digital signals, Airlink Modem, Modify HMI (Ignition), Create Reports, do service remotely are some of the tasks that are performed daily.
- Provide support service to **City of South Gate**, Troubleshooting PLC's, Analog signals, Digital signals, Esteem Radios, Add signal to HMI (Clear Scada), are some of the tasks that are performed daily.
- Participated in 5 Station (Pumping Plant with Gate Controller, River Pump Station, River Pipeline Intake with Gate Controller base on Flow or Level, Enos Lane take flow and Level measurements, State-takeout take flow and Level measurements for **KWBA** (Kern Water Bank Authority), Programming PLC's in Telepace, HMI Ignition, MDS Radios for Communication, create a mobile app for HMI Ignition.
- Participated in improvement of Well 28 for the **City of South Gate**, added a water Tank and 3 Boosters, Programming PLC's in Telepace Studio, HMI Clear Scada.
- Participated in a new Well 29 for the **City of South Gate**, Programming PLC's in Telepace Studio, HMI Clear Scada and commissioning and startups.
- Participated in the installation of 7 security cameras for **KWBA** (Kern Water Bank Authority), Programming cameras Hikvision, Programming radios Ubiquiti Nanostation, Programming NVR, commissioning and startups.
- Create a Design to control 3 Gates base on Level, Flow or Position, program PLC Telepace Studio, HMI Clear Scada, programming OIT (Operator Interface Terminal) EZWarePlus, Cellular modem Sierra Wireless RV50, Drawings Autocad Electrical, Participated in the Electrical Installation, commissioning and startups for **Madera Irrigation District**.
- Participated and Install 19 SDR's (Stage Digital Recorder), Write and Install Mimics for Clear Scada, Programming and Setup Cellular Modems (Sierra Wireless RV50), Design and provide Control schematic for panels and submittals for **Madera Irrigation District**.
- Create and Design Level Alarm, Design and provide Control schematic for panels and submittals, Arduino Board with Ultrasonic Sensor, SIM Card to send Alarms Text Messages for the High and Low Level and the ability to program from a Text Message.
- Added 13 Rubicon Gates into SCADA (Clear Scada) Using Calamp Radios (Guardian and Viper), Installation of radios, antenna, interface, programming radios, Screens on SCADA and startup for **Madera Irrigation District**.
- Design, Build and Install a Control Panel with Controller (Rug3), Cellular Modem (RV50), Lever Transmitter (Flowline ECHOPD) Solar Panel and Batteries to register Level and send to SCADA at Abbey's Hole for **Madera Irrigation District**.
- Build Network Drawings for **Madera Irrigation District**.
- Install remote display and put in SCADA Siemens Magmeter 5000 for **City of South Gate**.
- Replace Ultrasonic Transducer and commissioning for Siemens Hydro Ranger 200 **City of South Gate**.
- Alignment and troubleshooting Radio repeater from Santa Fe Tank to Yard **City of South Gate**.
- Installation and commissioning for Existing sensor for Panametrics Flow Meter at **Kern Water Bank Authority**.
- Created a Daily Flow Report for 7 sites in Ignition SCADA at **Kern Water Authority**.
- Participated on Fabrication and Design of 7 control Panels for UPGRADE WWTP SYSTEM MAIN BASE & AFRL EDWARDS AIR FORCE BASE, CALIFORNIA.
- Troubleshooting and fix Issues at the CL2 High and Low alarm for Well 29 **City of Southgate** and created the function for Low **Flow-Cutoff** saving between 1 to 4 hours of pumping water.
- Estimating for Control Panel Drawings Design and Integration to ClearSCADA for Well18 **City of South Gate**.
- Estimating SITING OF EMERGENCY GENERATORS & SITE IMPROVEMENTS PROJECT, PROJECT NO. 4011.67.901 & 4011.67.910, Well 8, Control Panel, Instrumentation and Control, **City of Lynwood**.
- Submittal and Control Panel Design, PLC and OIT Programming, Malibu Pier Lift Station Replacement, **City of Malibu**.
- Estimating and Control Panel Drawings Design, Integration for two actuators at Metering Station **Kern Water Authority**.
- Estimating and Control Panel Drawings Design, Integration for Strand Pump Station and Bypass Pump Station Projects at **Kern Water Bank Authority**.
- Estimating and Control Panel Drawings Design, Integration for a Lift Station at City Of Laguna Beach, Victoria 1 Lift Station, Rehabilitation.
- Participate in Cad Drawings and design for a Lift Station, PLC and OIT Programming, at City Of Malibu Pier lift Station Replacement.

- Create Drawings for existing Gate Controller at LOS ANGELES COUNTY SANITATION DISTRICTS Whittier Narrows Water Reclamation Plant Security Fence and Entrance Gate Improvements.
- Control Panel Design, Fabrication, Installation, termination, Programming PLC (Telepace Studio) and SCADA (Ignition) for Integration of two actuators at Headwork for KWBA (Kern Water Bank Authority).
- Participated on By Pass Project on Integration of actuator control, flow meter, level indicator, Programming PLC (Telepace Studio) and SCADA (Ignition) for KWBA (Kern Water Bank Authority).
- Emigrated SCADA (Ignition) to a new Server with data base, remotely.
- Create Submittals and Drawings for COLORADO RIVER AQUEDUCT MILE 12 MONITORING STATION UPGRADES Metropolitan Water District, Control Valve 50LCP-135 and 50LCP-165, Sump Pump 50LCP-142, 50LCP-136 Generator Control Panel, RTU-TC, Schematic, Point to Point and Loop Drawings.
- Created Submittal and Drawings for IEUA RMPU BASIN IMPROVEMENT PROJECT AT RP-3 BASIN NETWORK CABINET NC-1 AND NC-2 for MetroBuilders.
- Create Submittal for CROCKETT TERMINAL TIDE ENVIRONMENTAL ENCLOSURE NEXSENS RADIO for NuStar.
- Create Submittal and Drawings for Solar Level Monitoring Station Control Panel 99-CP-270, CRA MILE 12 FLOW & CHLORINE STATION UPGRADE.
- Create Drawings for industrial panel IRVINE COVE SEWER LIFT STATION EMERGENCY GENERATOR INSTALLATION PROJECT.
- Participated on the chlorine system upgrade for Well 26, Well 27, South Gate Park and Hawkins, Startup, PLC and SCADA Programming this for **City of South Gate**.
- Recovery Clear SCADA using backup on **City of Southgate**.
- Startup and commissioning Solar Panels, Sol-Ark Inverter, Fortress Batteries and Propane Generator, Programed PLC Micro 800 for Generator Control Panel 50LCP-136, created O&M Manual for COLORADO RIVER AQUEDUCT MILE 12 MONITORING STATION UPGRADES Metropolitan Water District

2008 to 2015

Technical department of the company. Electrical control panel fabrication, PLC & HMI programming, O&M user manuals, engineering diagrams, troubleshooting, commissioning and start ups are some of the tasks that are performed daily

Accomplishments:

- Participated PLC and HMI instrumentation for Del Campo, Ca. And Otay Water Distric for San Diego, Ca. and City of Oceanside
- Participated in the electrical design and control and startup for the WESP “wet electrostatic system precipitator” Units at a Lead recycling facility in Indianapolis, US.
- Participated Design, Fabrication, Programming, and Start up of the PLC section of a pump house project for the city of Coronado, Ca
- Participated Design, fabrication and Installation of PLC Scada panels for three pump houses for the City of Poway, San Diego, Ca
- Participated for the installation phase of a project developed in Fort Irwin, Ca. that consist in the installation and start up of 21 PLC SCADA panels plus 1 Master Central Unit that integrates the Remote monitoring via radio of the 95% of all Lift Stations inside the military base and 100% of the Wells and Reservoir Tanks.
- Participated Implementation for a Telemetry system that watches the level for a Reservoir tank and a new PID system capable of maintaining the residual CL2 from a Chlorine contact chamber in a water treatment plant within specs. Reports generation, autodialer, etc. That provides clean water for Wild Animal Park in CA.
- Participated Fabrication, Programming, installation of a 3 new Telemetry cabinet for a Lift Station in Camp Wilson Twentynine Palms, Ca.
- Participated Fiber Optic Network Installation in addition to an existing Network in Camp Wilson Twentynine Palms, Ca.
- Renewing the Chlorine system for a disinfection process in the Waste Water Treatment Plant No. 9 in Camp Pendleton, CA. In this project HMI development and PLC programming was required.
- Participated Fabrication, Programming, installation of a 3 new Telemetry cabinet for a Lift Station in Camp Wilson Twentynine Palms, Ca.
- Participated on upgrade PLC Control Panel, Modify and Startup on GKN AEROSPACE INC. EL CAJON, SAN DIEGO, CA. This Panel control the temperature for different chemicals to create the aircraft or naval metal parts.

2006 to 2007

HMI Programmer performing several projects at a time, conduct troubleshooting on PLC systems already installed. Writing user manuals and engineering diagrams.

Accomplishments:

- Participated Calibration for Motor Vibration sensors, Motor Temperature sensors, analog ultrasonic height level sensor meters, in three waste water pump house These facilities were working with Moscad PLC units and Intouch 9.5 from Wonderware in “CESPM (Estate Commission of Potable water services in Mexicali) Estate Water waste and water distribution, Mexicali”
- Participated HMI work for CESPT (Estate Commission of Potable water services in Tijuana) ActiveFactory from Lookout in two potable pumping water plants.
- Install an Electricity demand watcher program in “Delphi connection systems” that monitors in real time energy consuming from building elements like: Lights, Chillers, air blowers, HVAC. Development software: ASI Expert, Wonderware Intouch 9.5.
- Assist several companies in the area with Electrical or Electronic problems such as SAMSUNG, ICHIA, DUCAMEX, etc.

Kern Water Bank Authority

kwb.org

Contact: Nick Torres, Operation & Maintenance Manager, ntorres@kwb.org (661) 398-4900

Provide electrical engineer services, computers, Programmable Logic Controllers (PLC), SCADA Software (Ignition) new remote units (RTU), Electrical equipment's., maintenance and Integration from 2016 to 2022. For the sites: State Intake, Main Pumping Station, Strand Pump Station, Enos Lane, River Pump Station, Headworks and CRP.

City Of South Gate

cityofsouthgate.org

Contact: Ramiro Hernandez, Water Operations Foreman, rhernandez@sogate.org (323) 595-9119

Contact: Daniel Dhayer, Water System Lead Operator, ddhayer@sogate.org, (323) 357-9653

Provide electrical engineer services, computers, Programmable Logic Controllers (PLC), SCADA Software (Clear SCADA), remote units (RTU), Electrical equipment's., maintenance and Integration from 2016 to 2022 for the sites: Well26, Well27, Well28 Elizabeth Booster Station, Well29, CB7, CB11, Park Reservoir, Park Repeater, West Site Reservoir, Hawkins and Control Room.

Acme Automation Corp

Contact: Robert Tran, President, robert.tran@acmeautomation.com (858) 603-0390

Work with several project from 2008 to 2015 in Control System, Integration and Scada Upgrades
Control Panel Design and Fabricate PLC and RTU Control Panels for Manufacturing and Process industries, Provide Electrical Installation Services, provide electrical engineer services, computers, Programmable Logic Controllers (PLC), remote units (RTU), SCADA Software's, Electrical equipment's.

Madera Irrigation District

madera-id.org

Contact: Charles Contreras, Operation & Maintenance Manager, ccontreras@madera-id.org

Provide electrical engineer services, Control System, Integration and Scada Upgrades

Design, Install, commission, program and integrate 3 Actuators at Burgess @ Motel, Burgess Diversion and Avenue 12.

Integration and commissioning of 12 Rubicon Gates for flow monitoring and control.

Design, commission, Integration (Clear SCADA) of 19 SDR for flow monitoring on different sites.

Design, Install, commission, program and integrate (Clear SCADA) Abby's Hole for flow monitoring.

JFR CONTROLS

1651 San Luis Rey Ave
Vista, Ca 92084
Cell: 760.822.4708

RE: Minimum Qualifications – Panel Fabricator:

15 June 2023

R2BUILD

Attn: Massoud Jami

To whom it may concern,

JFR Controls is a single source for control panel modification and wiring. All provided by qualified personnel to complete work specified by this project. JFR has been building UL508a listed control panels since 2010 and 15 years prior to that. All forms of PLC(s) used during that time (Modicon, IDEC, Allen Bradley, Siemens, Mitsubishi & Opto22. See attached UL508a Certificate of Qualification Manufacture Technical Representative (MTR).

2018 Price Electric (owner) (end user) Pacira WFI ICP Allen Bradley Plc's
Brad Price (619) 843-2383

2019 Neal Electric (owner) (end user) Caltrans ICP Allen Bradley Plc's
Danny Rivera (951) 538-7230


2020 Electrical Sales Inc (owner) (end user) WinWater Skid Hot Springs ICP Siemens Plc's
Ryan Sullivan (760) 598-1510 ext.1100

2021 Rwsmith & Co (owner) (end user) Kite Pharma ICP's Allen Bradley plc's
Laura Baily (760) 717-9819

2022 Cascade Thermal Solutions (owner) (end user) Illumina ICP's Idec Plc's
Aaron Essley (619) 550-7228

2023 Enthim Industries LLC, (owner) (end user) Spa's Rec Sports ICP's Opto22 plc's
Evan Kuklinski (503) 504-9818

Sincerely,



COLORADO RIVER AQUEDUCT
MILE 12 MONITORING STATION UPGRADES
LOOP DRAWINGS

DRAWING INDEX

DRAWING NUMBER	DESCRIPTIONS	SITE
DWG_LOOP01	FLOW METERS 50-FIT-140 & 50-FIT-141.	ELECTRICAL ROOM
DWG_LOOP02	UPS SYSTEM 50-UPS-166, COMMUNICATION & ACP PANEL.	ELECTRICAL ROOM
DWG_LOOP03	LEVEL SWITCH ALARM, DOOR ALARM & SMOKE DETECTOR.	ELECTRICAL ROOM
DWG_LOOP04	CHLORINE ANALYZER, TEMPERATURE TRANSMITTER.	ELECTRICAL ROOM
DWG_LOOP05	TRANSFER VALVE 50LCP-135	GENERATOR ROOM
DWG_LOOP06	TRANSFER VALVE 50LCP-165	GENERATOR ROOM
DWG_LOOP07	GENERATOR CONTROL PANEL 50LCP-136	GENERATOR ROOM
DWG_LOOP08	GENERATOR CONTROL PANEL 50LCP-136	GENERATOR ROOM
DWG_LOOP09	PROPANE ANALYZER, TEMPERATURE TRANSMITTER, DOOR ALARM & SMOKE DETECTOR.	GENERATOR ROOM
DWG_LOOP10	LEVEL INDICATOR 50LIT-131, 50LIT-132 & PROPANE ANALYZER	GENERATOR PIPING
DWG_LOOP11	INVERTER 50INV-167	BATTERY ROOM
DWG_LOOP12	HYDROGEN TRANSMITTER, TEMPERATURE TRANSMITTER, DOOR ALARM & SMOKE DETECTOR.	BATTERY ROOM
DWG_LOOP13	SUMP PUMP 50P-142	YARD PIPING

NOTES:

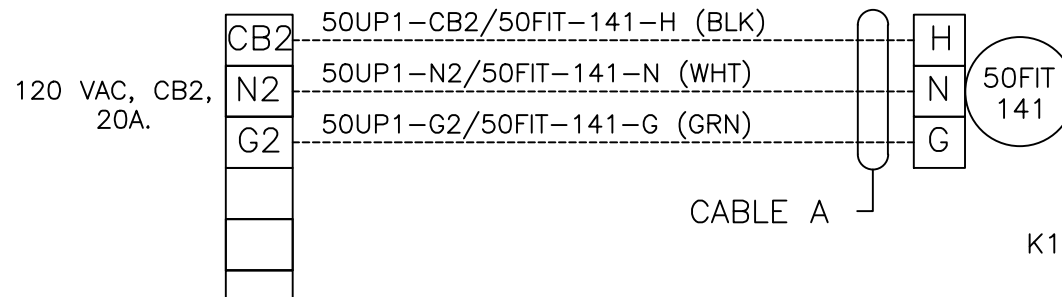
1. USE SHIELDED CABLE SUITABLE FOR 300 VOLTS, RATED AT LEAST 90 DEG. C #18/2, AS REQUIRED FOR LOW LEVEL ANALOG SIGNAL.
2. USE #14 STRANDED MTW OR THHN SINGLE CONDUCTOR WIRE FOR ALL DISCRETE SIGNAL WIRE EXCEPT AS NOTED IN THE DRAWINGS.
3. RUN LOW VOLTAGE WIRES (24VDC DISCRETE OR ANALOG SIGNAL WIRES) AND 120VAC SIGNAL WIRES IN DIFFERENT CONDUITS.
4. DASH LINE (-----) REPRESENTS FIELD WIRING.
5. SOLID LINE (————) REPRESENTS INSIDE PANEL WIRING.
6. COMPONENTS WITH NOTE (F) REPRESENTS FIELD MOUNTED DEVICES.

ABBREVIATIONS

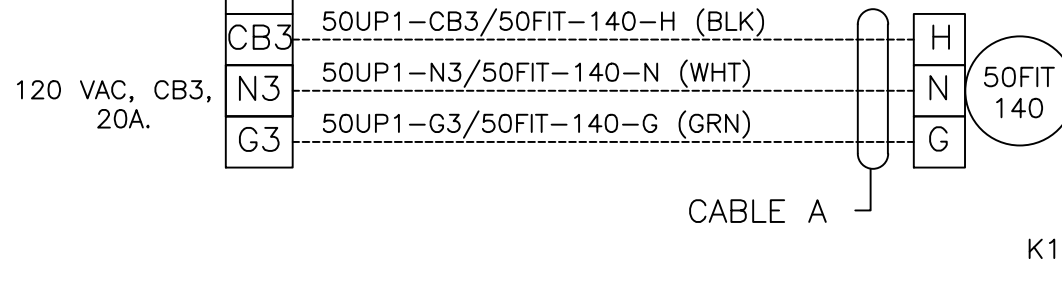
- CB = CIRCUIT BREAKER
- CR = CONTROL RELAY
- PS = POWER SUPPLY

50FIT-141 FLOWMETER
NO.1

50UP1
DIST. PANEL



50FIT-140 FLOWMETER
NO.2



REFERENCE TABLE MORE DETAIL ON
1760A CONSOLIDATED DRAWING
SHEET E-7
DRAWING B-172694

DESCRIPTION	TAG NO.	RTU POINT INDENTIFICATION	RTU	CABLE A	CABLE E	CABLE F
				1-3/C#12 (W/GND)	1-2/C#18 SHLD	1-3/C#14 SHLD (1SP)
MILE 12 SIPHON 1	50FIT-141	50FI-141	GEN016	50UP102PA	50FT141IB	50FT141CA
MILE 12 SIPHON 2	50FIT-140	50FI-140	GEN016	50UP103PA	50FT140IB	50FT140CA

NO.	DATE	REVISIONS	CK.BY
0	7/27/21	FIRST ISSUE	RN
1	3/08/22	UPDATED INFORMATION FROM POINT LIST	VE
2	4/05/22	FU, PLC AND TB INFORMATION DELETED	VE
3	4/24/23	AS BUILT	SM

APPROVED _____ 2021
DRAWN BY: V.ESPINOZA
CHECKED BY: S.MUDALIYAR
SCALE: NONE

COLORADO RIVER AQUEDUCT MILE 12 MONITORING STATION UPGRADE
ELECTRICAL ROOM
FLOWMETERS No.1 & No.2

R2BUILD
23441 S Pointe Dr #280, Laguna Hills, CA 92653
TEL. 818-856-0326 ap@consultcc.com
DRAWING No. : DWG_LOOP01

PROJECT NO. 203
SHEET 02 OF 14

ELECTRICAL ROOM

GEN016 RTU-TC

GEN016 RTU

SCADA

LP1
DIST. PANEL

50UPS-166 UPS SYSTEM
CABLE B

CABLE C

TB-D1

SHLD

UPS SYSTEM
RS485
DATALINK

50UP1 DIST. PANEL

CABLE A

COMMUNICATION PANEL

ACP PANEL

120 VAC
INPUT

REFERENCE TABLE MORE DETAIL ON
1760A CONSOLIDATED DRAWING
SHEET E-10
DRAWING B-172697

DESCRIPTION	TAG NO.	RTU POINT INDENTIFICATION	RTU	CABLE A	CABLE B	CABLE C
				1-4/C #8 (W/GND)	1-3/C #8 (W/GND)	ARMORED CAT6A
FROM DIST. PANEL LP-1 TO UPS 50UPS166	LP-1	-	50UPS-166	50LP128PA		
FROM DIST. PANEL 50UP-1 TO UPS 50UPS-166	50UP-1	-	50UPS-166		50UPS1PA	
FROM 50UPS-166 TO RTU-TC	50UPS-166	-	GEN016			50UP166IA

NO.	DATE	REVISIONS	CK.BY
0	7/27/21	FIRST ISSUE	RN
1	3/08/22	UPDATED INFORMATION FROM POINT LIST	VE
2	4/05/22	FU, PLC AND TB INFORMATION DELETED	VE
3	4/24/23	AS BUILT	SM

APPROVED _____ 2021
DRAWN BY: <u>V.ESPINOZA</u>
CHECKED BY: <u>S. MUDALIYAR</u>
SCALE: NONE

COLORADO RIVER AQUEDUCT MILE 12 MONITORING STATION UPGRADE
ELECTRICAL ROOM
UPS SYSTEM

R2BUILD 23441 S Pointe Dr #280, Laguna Hills, CA 92653 TEL. 818-856-0326 ap@consultcc.com
DRAWING No. : DWG_LOOP02

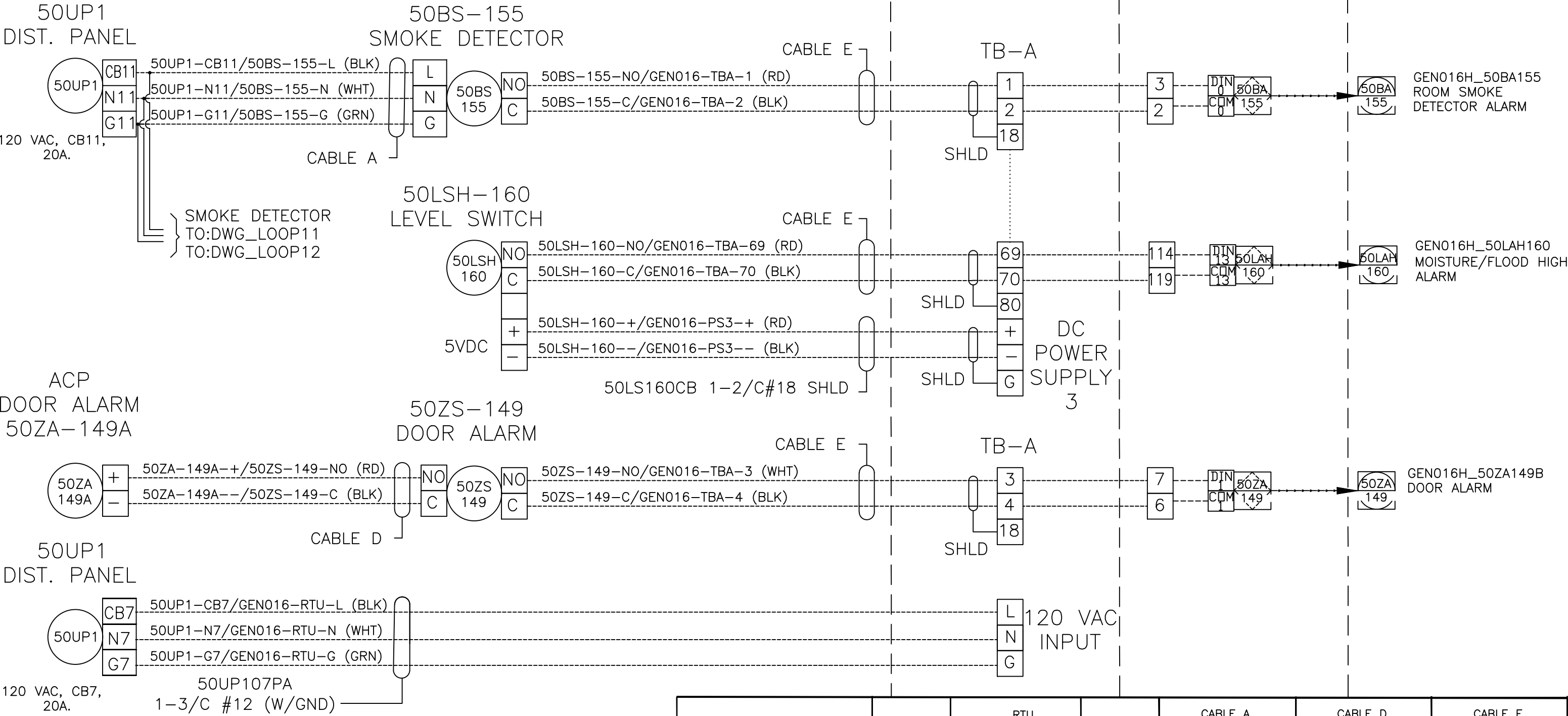
PROJECT NO. 203
SHEET 03 OF
14

ELECTRICAL ROOM

GEN016 RTU-TC

GEN016 RTU

SCADA



REFERENCE TABLE MORE DETAIL ON
1760A CONSOLIDATED DRAWING
SHEET E-11
DRAWING B-172698

DESCRIPTION	TAG NO.	RTU POINT IDENTIFICATION	RTU	CABLE A	CABLE D	CABLE E
				1-3/C#12 (W/GND)	1-3/C#14 SHLD (1SP)	1-3/C#14 SHLD (1SP)
SMOKE DETECTOR	50BS-155	GEN016H_50BA155	GEN016	50UP111PA		50BA155CA
LEVEL SWITCH	50LSH-160	5GEN016H_50LAH160	GEN016			50LS160CA
DOOR ALARM	50ZS-149	GEN16H_50ZA149B	GEN016		50ZS149CA	50ZS149CB

NO.	DATE	REVISIONS	CK.BY
0	7/27/21	FIRST ISSUE	RN
1	3/9/22	INFORMATION UPDATED	VE
2	4/5/22	FU, PLC AND TB INFORMATION DELETED	VE
3	4/24/23	AS BUILT	SM

APPROVED _____ 2021
DRAWN BY: <u>V.ESPINOZA</u>
CHECKED BY: <u>S.MUDALIYAR</u>
SCALE: NONE

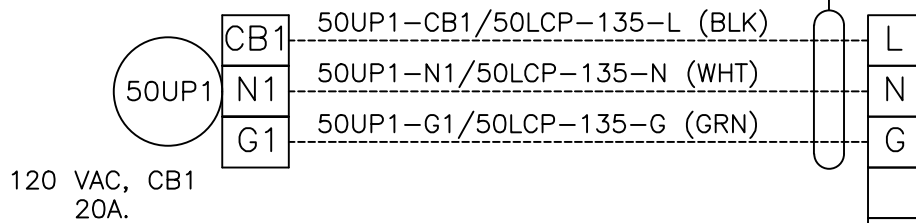
COLORADO RIVER AQUEDUCT MILE 12 MONITORING STATION UPGRADE
ELECTRICAL ROOM
SMOKE DET, LEVEL SW, DOOR ALM

R2BUILD
23441 S Pointe Dr #280, Laguna Hills, CA 92653
TEL. 818-856-0326 ap@consultcc.com
DRAWING No. : DWG_LOOP03

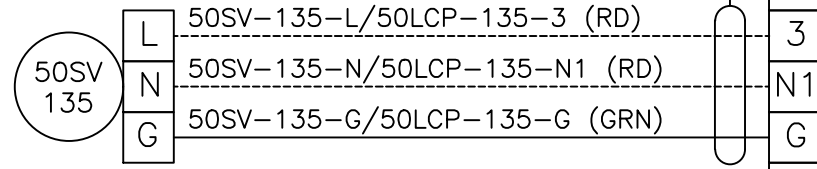
PROJECT NO. 203
SHEET 04 OF 14

50LCP-135
PROPANE TRANSFER VALVE

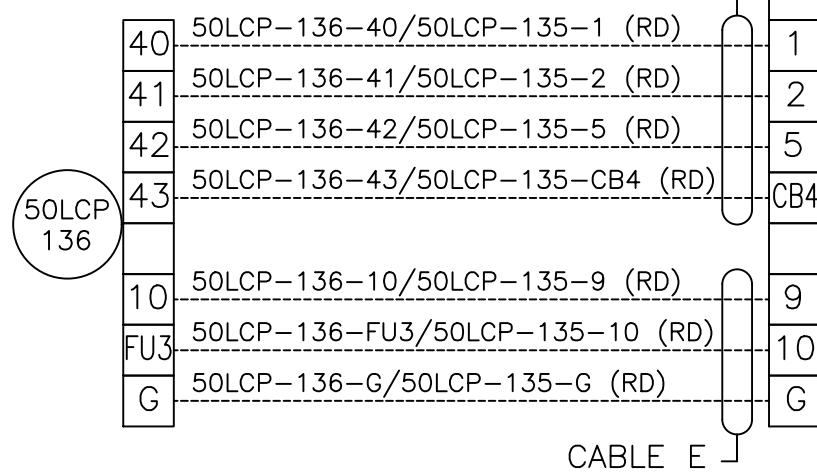
50UP1
DIST. PANEL



50SV-135
VALVE



50LCP-136
GENERATOR CONTROL PNL



OPEN CMD FROM:
50LCP-136

CLOSE CMD FROM:
50LCP-136

OPEN STATUS
50LCP-135

REFERENCE TABLE FOR CABLE A-D
MORE DETAIL ON 1760A
CONSOLIDATED DRAWING
SHEET E-8
DRAWING B-172695

DESCRIPTION	TAG NO.	RTU POINT IDENTIFICATION	RTU	CABLE A	CABLE B	CABLE C	CABLE D	CABLE E
				1-3/C#12 (W/GND)	1-5/C#14 (1 SP)	1-3/C#14 (1 SP)	1-5/C#14 SHLD (2 SP)	1-3/C#14 SHLD (1 SP)
FROM PANEL 50UP-1 TO PROPANE TRANSFER VALVE CONTROL PNL	50UP-1	-	50LCP-135	50UP101PA				
FROM GENERATOR CONTROL PANEL TO PROPANE TRANSFER VALVE CONTROL PNL	50LCP-136	-	50LCP-135		50SV135CA			
FROM PROPANE TRANSFER VALVE CONTROL PNL TO SOLENOID VALVE	50LCP-135	-	50SV-135			50SV135CB		
FROM PROPANE TRANSFER VALVE CONTROL PNL TO RTU-TC	50LCP-135	-	GEN016				50SV135CC	
FROM GENERATOR CONTROL PANEL TO PROPANE TRANSFER VALVE CONTROL PNL	50LCP-136	-	50LCP-135					50SV135CD

NO.	DATE	REVISIONS	CK.BY
0	7/27/21	FIRST ISSUE	RN
1	3/09/22	UPDATED INFORMATION FROM POINT LIST	VE
2	4/05/22	FU, PLC AND TB INFORMATION DELETED	VE
3	5/15/23	AS BUILT	SM

APPROVED _____ 2021

DRAWN BY: V.ESPINOZA

CHECKED BY: S.MUDALIYAR

SCALE: NONE

COLORADO RIVER AQUEDUCT
MILE 12 MONITORING STATION UPGRADE

GENERATOR ROOM

PROPANE TRANSFER VALVE 50LCP-135

R2BUILD

23441 S Pointe Dr #280, Laguna Hills, CA 92653

TEL. 818-856-0326
ap@consultcc.com

DRAWING No. : DWG_LOOP05

PROJECT NO.
203

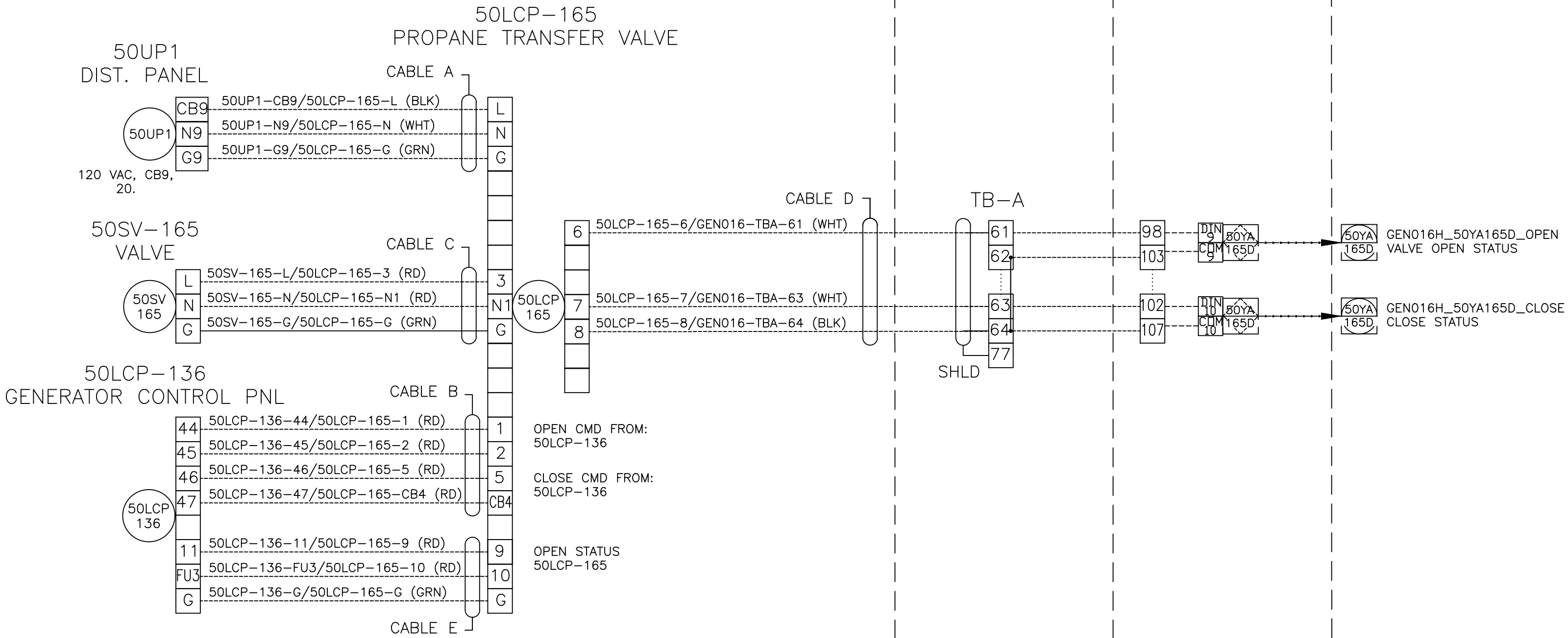
SHEET **06** OF
14

GENERATOR ROOM

GEN016 RTU-TC

GEN016 RTU

SCADA



REFERENCE TABLE MORE DETAIL ON
1760A CONSOLIDATED DRAWING
SHEET E-8
DRAWING B-172695

DESCRIPTION	TAG NO.	RTU POINT INDENTIFICATION	RTU	CABLE A	CABLE B	CABLE C	CABLE D	CABLE E
				1-3/C#12 (W/GND)	1-5/C#14 (1 SP)	1-3/C#14 (1 SP)	1-5/C#14 SHLD (2 SP)	1-3/C#14 SHLD (1 SP)
FROM PANEL 50UP-1 TO PROPANE TRANSFER VALVE CONTROL PNL	50UP-1	-	50LCP-165	50UP109PA				
FROM GENERATOR CONTROL PANEL TO PROPANE TRANSFER VALVE CONTROL PNL	50LCP-136	-	50LCP-165		50SV165CA			
FROM PROPANE TRANSFER VALVE CONTROL PNL TO SOLENOID VALVE	50LCP-165	-	50SV-165			50SV165CB		
FROM PROPANE TRANSFER VALVE CONTROL PNL TO RTU-TC	50LCP-165	-	GEN016				50SV165CC	
FROM GENERATOR CONTROL PANEL TO PROPANE TRANSFER VALVE CONTROL PNL	50LCP-136	-	50LCP-165					50SV165CD

NO.	DATE	REVISIONS	CK.BY
0	7/27/21	FIRST ISSUE	RN
1	3/09/22	UPDATED INFORMATION FROM POINT LIST	VE
2	4/05/22	FU, PLC AND TB INFORMATION DELETED	VE
3	5/15/23	AS BUILT	SM

APPROVED _____ 2021

DRAWN BY: V.ESPINOZA

CHECKED BY: S.MUDALIYAR

SCALE: NONE

COLORADO RIVER AQUEDUCT
MILE 12 MONITORING STATION UPGRADE

GENERATOR ROOM

PROPANE TRANSFER VALVE 50LCP-165

R2BUILD

23441 S Pointe Dr #280, Laguna Hills, CA 92653

TEL. 818-856-0326
ap@consultcc.com

DRAWING No. : DWG_LOOP06

PROJECT NO.
203

SHEET **07** OF
14

GENERATOR ROOM

GEN016 RTU-TC

GEN016 RTU

SCADA

50LCP-136
GENERATOR CONTROL PNL

CABLE G

TB-A

INVERTER

50INV167IB 1-4/C#14 (1SP)

LOW BATTERY

50INV
167

50INV-167-7/50LCP-136-67 (RD)

50INV-167-8/50LCP-136-68 (RD)

50INV-167-9/50LCP-136-60 (RD)

50INV-167-10/50LCP-136-61 (RD)

GENERATOR RUNNING

69 50LCP-136-69/GEN016-TBA-41 (RD)

70

31 50LCP-136-31/GEN016-TBA-43 (RD)

30

33 50LCP-136-33/GEN016-TBA-45 (RD)

32

35 50LCP-136-35/GEN016-TBA-47 (RD)

34

39 50LCP-136-39/GEN016-TBA-49 (RD)

38

29 50LCP-136-29/GEN016-TBA-51 (RD)

28

37 50LCP-136-37/GEN016-TBA-53 (RD)

36

50 50LCP-136-50/GEN016-TBA-55 (RD)

51 50LCP-136-51/GEN016-TBA-56 (BLK)

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99

IN 0 50TAH
CLIM 136B

IN 1 50YL
CLIM 136A

IN 2 50YA
CLIM 136B

IN 3 50YA
CLIM 136

IN 4 50YA
CLIM 136

IN 5 50YA
CLIM 136C

IN 6 50YL
CLIM 136D

IN 7 50YL
CLIM 136E

50TAH
136B

50YL
136A

50YA
136B

50TAH
136

50YA
136

50YA
136C

50YL
136D

50YL
136E

GEN016H_50TAH136B
PLC ENCLOSURE
TEMPERATURE HIGH ALARM

GEN016H_50YL136A
GENERATOR RUNNING

GEN016H_50YA136B
COMMON SHUTDOWN

GEN016H_50TAH136
HIGH OIL TEMPERATURE

GEN016H_50YA136
LOW OIL LEVEL

GEN016H_50YA136C
COMMON WARNING

GEN016H_50YL136D
REMOTE START
ON LOAD

GEN016H_50YL136E
PLC SYSTEM HEALTHY

GENERATOR

CONTROL MODULE

50PG136IA 1-10/C#14 (1SP)

COMMON WARNING ALARM

50PGP-136-5/50LCP-136-0 (RD)

COMMON SHUTDOWN ALARM

50PGP-136-6/50LCP-136-1 (RD)

LOW OIL LEVEL

50PGP-136-14/50LCP-136-2 (RD)

HIGH OIL TEMPERATURE

50PGP-136-15/50LCP-136-3 (RD)

GENERATOR RUNNING

50PGP-136-4/50LCP-136-4 (RD)

50PGP-136-0/50LCP-136-FU3 (RD)

50PGP-136-13/50LCP-136-55 (RD)

50PGP-136-1/50LCP-136-56 (RD)

50PGP-136-ES+/50LCP-136-62 (RD)

50PGP-136-ES-/50LCP-136-63 (RD)

50LCP
136

50PGP
136

CR14

START/STOP
COMMAND

E-STOP

SHLD

REFERENCE TABLE MORE DETAIL ON
1760A CONSOLIDATED DRAWING
SHEET E-9
DRAWING B-172696

DESCRIPTION	TAG NO.	RTU POINT IDENTIFICATION	RTU	CABLE G
				1-12/C#14 SHLD (5 SP)
FROM GENERATOR 50LCP-136 TO RTU-TC	50LCP-136	-	GEN016	50PG136CB

NO.	DATE	REVISIONS	CK.BY
0	7/27/21	FIRST ISSUE	RN
1	3/10/22	UPDATED INFORMATION FROM POINT LIST	VE
2	4/05/22	FU, PLC AND TB INFORMATION DELETED	VE
3	7/06/22	ADDED SIGNALS ON GENERATOR PLN	VE
4	5/15/23	AS BUILT	SM

APPROVED _____ 2021

DRAWN BY: V.ESPINOZA

CHECKED BY: S.MUDALIYAR

SCALE: NONE

COLORADO RIVER AQUEDUCT
MILE 12 MONITORING STATION UPGRADE

GENERATOR ROOM

GENERATOR CONTROL PANEL 50LCP-136

R2BUILD

23441 S Pointe Dr #280, Laguna Hills, CA 92653

TEL. 818-856-0326
ap@consultcc.com

DRAWING No. : DWG_LOOP07

PROJECT NO.

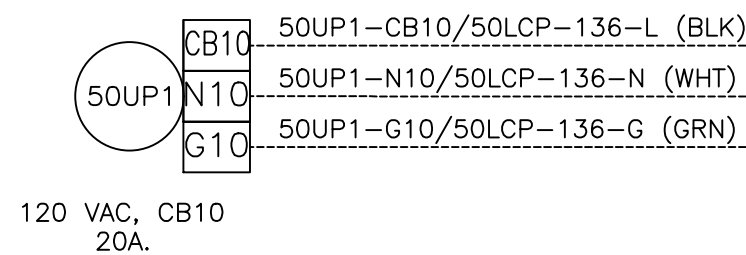
203

SHEET 08 OF

14

50LCP-136
GENERATOR CONTROL PNL

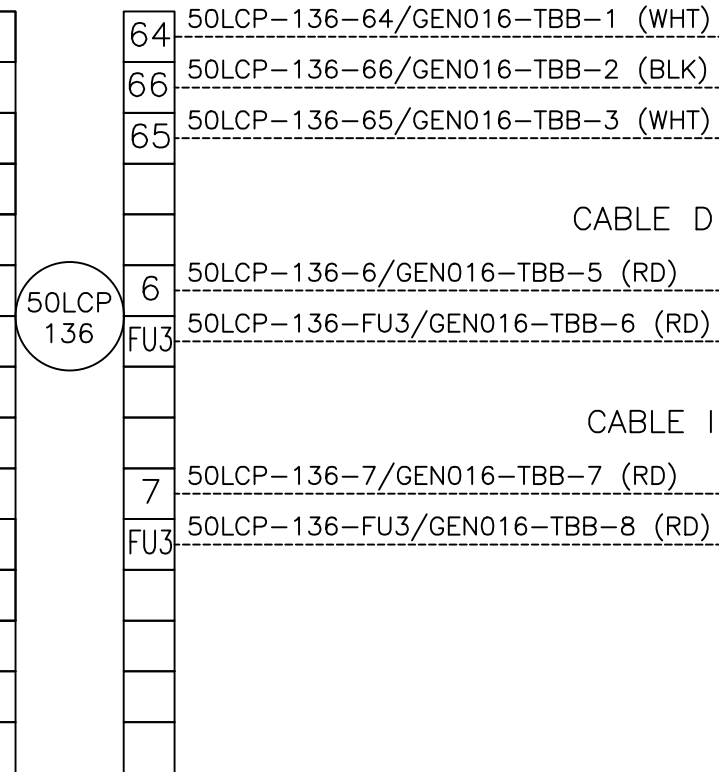
50UP1
DIST. PANEL



CABLE A

CABLE C

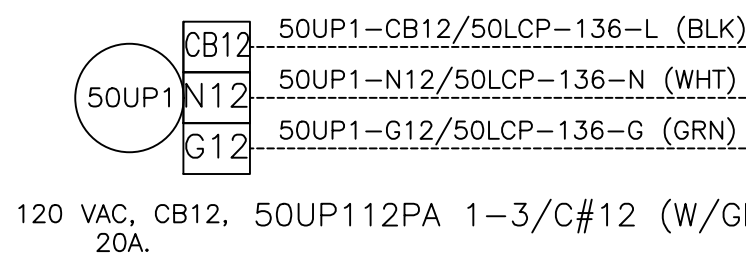
TB-B



CABLE D

CABLE I

50UP1
DIST. PANEL



BATTERY CHARGE
CONTROLLER

REFERENCE TABLE MORE DETAIL ON
1760A CONSOLIDATED DRAWING
SHEET E-9
DRAWING B-172696

DESCRIPTION	TAG NO.	RTU POINT IDENTIFICATION	RTU	CABLE A	CABLE C	CABLE D	CABLE I
				1-3/C#12 (W/GND)	1-5/C#14 (2SP)	1-5/C#14 (1SP)	1-5/C#14 (1SP)
FROM PANEL 50UP1 TO GENERATOR LCP	50UP-1	-	50LCP-136	50UP110PA			
FROM GENERATOR TO RTU-TC	50LCP-136	-	GEN016		50PB136CA		
FROM GENERATOR FUEL LEVEL 50LI-132 TO RTU-TC	50LIT-132	GEN016H_50LI132	GEN016			50LA131CA	
FROM RTU 50LAL-132 TO RTU-TC	50LAL-132	5GEN016H_50LAL-132	GEN016				50LA132CA

NO.	DATE	REVISIONS	CK.BY
0	7/27/21	FIRST ISSUE	RN
1	3/09/22	UPDATED INFORMATION FROM POINT LIST	VE
2	4/05/22	FU, PLC AND TB INFORMATION DELETED	VE
3	5/15/23	AS BUILT	SM

APPROVED _____ 2021
DRAWN BY: V.ESPINOZA
CHECKED BY: S.MUDALIYAR
SCALE: NONE

COLORADO RIVER AQUEDUCT
MILE 12 MONITORING STATION UPGRADE
GENERATOR ROOM
GENERATOR CONTROL PANEL 50LCP-136

R2BUILD
23441 S Pointe Dr #280, Laguna Hills, CA 92653
TEL. 818-856-0326
ap@consultcc.com
DRAWING No. : DWG_LOOP08

PROJECT NO.
203
SHEET **09** OF
14

50TIT-155
TEMP INDICATION TRANSMITTER

ACP
DOOR ALARM
50ZA-151A

50ZS-151
DOOR ALARM

50BS-157
SMOKE DETECTOR

FROM:DWG_LOOP03
50UP1, CB11

DESCRIPTION	TAG NO.	RTU POINT INDENTIFICATION	RTU	CABLE A	CABLE B	CABLE C	CABLE D	CABLE E
				1-3/C#12 (W/GND)	VENDOR FURNISHED CABLE	1-2/C#18 SHLD	1-3/C#14 (1SP)	1-3/C#14 SHLD (1SP)
PROPANE GAS ANALYZER	50AIT-146	GEN016H_50A146	GEN016		50AT146IA	50AT146IB		
TEMPERATURE INDICATOR TRANSMITTER	50TIT-155	GEN016H_50TI155	GEN016			50TT155IA		
DOOR ALARM	50ZS-151	GEN016H_50ZA151B	GEN016				50ZS151CA	50ZS151CB
SMOKE DETECTOR	50BS-157	GEN016H_50BA157	GEN016	50UP111PA				50BA157CA

REFERENCE TABLE 1 MORE DETAIL
ON 1760A CONSOLIDATED DRAWING
SHEET E-11
DRAWING B-172698

REFERENCE TABLE 2 MORE DETAIL
ON 1760A CONSOLIDATED DRAWING
SHEET E-11
DRAWING B-172698

NO.	DATE	REVISIONS	CK.BY
0	7/27/21	FIRST ISSUE	RN
1	3/10/22	UPDATED INFORMATION FROM POINT LIST	VE
2	4/05/22	FU, PLC AND TB INFORMATION DELETED	VE
3	5/15/23	AS BUILT	SM

APPROVED _____ 2021
DRAWN BY: <u>V.ESPINOZA</u>
CHECKED BY: <u>S.MUDALIYAR</u>
SCALE: NONE

COLORADO RIVER AQUEDUCT MILE 12 MONITORING STATION UPGRADE
GENERATOR ROOM
50AIT-146,50TIT-155,50ZS-151 & 50BS-157

R2BUILD
23441 S Pointe Dr #280, Laguna Hills, CA 92653
TEL. 818-856-0326 ap@consultcc.com
DRAWING No. : DWG_LOOP09

PROJECT NO. 203
SHEET 10 OF 14

GENERATOR ROOM

GEN016 RTU-TC

GEN016 RTU

SCADA

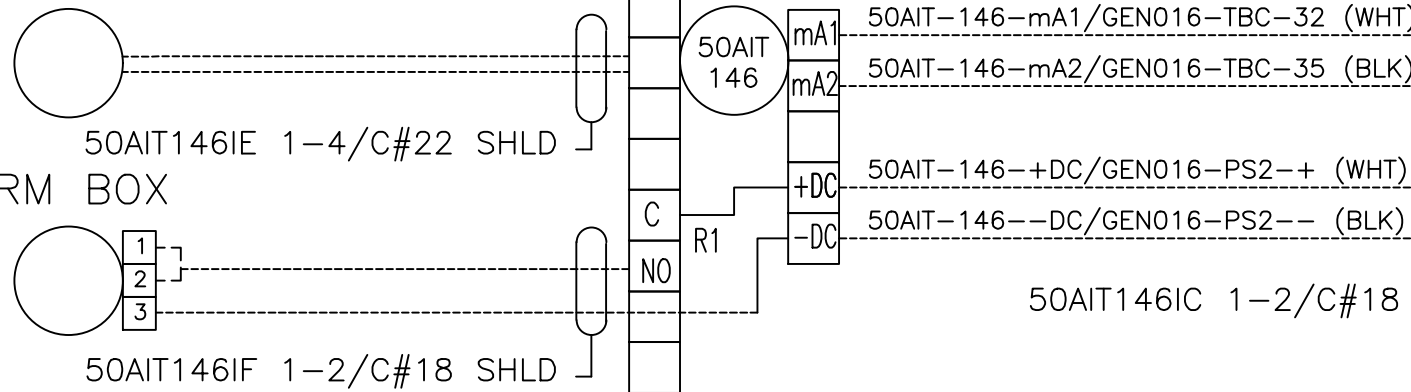
50AIT-146
PROPANE ANALYZER

ANALYZER ELEMENT

ALARM BOX

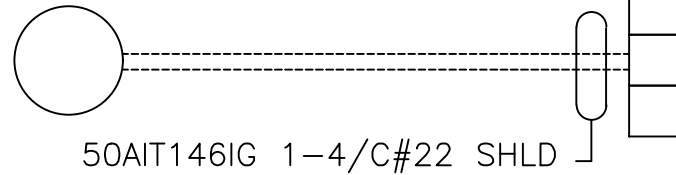
CABLE C

TB-C



GEN016H_50AI146A
PROPANE ANALYZER
(0-25)%
INIT SETTING 20% LEL
4-20mA
INTERNALLY POWERED

ANALYZER ELEMENT



GEN016H_50AI146B
PROPANE ANALYZER
(0-25)%
INIT SETTING 20% LEL
4-20mA
INTERNALLY POWERED

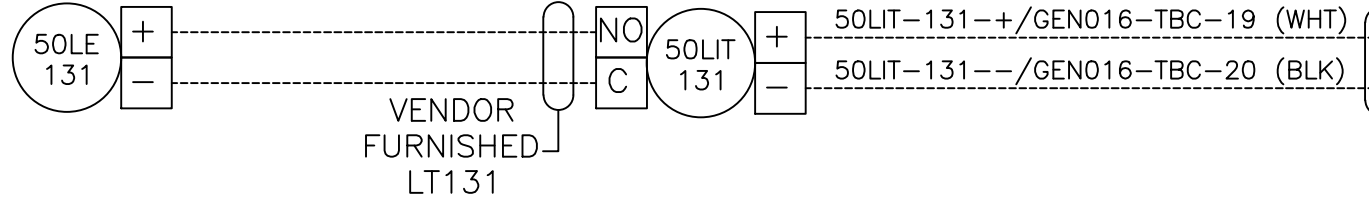
GENERATOR PIPING

50LE-131
LEVEL ELEMENT

50LIT-131
FUEL LEVEL

CABLE E

TB-C



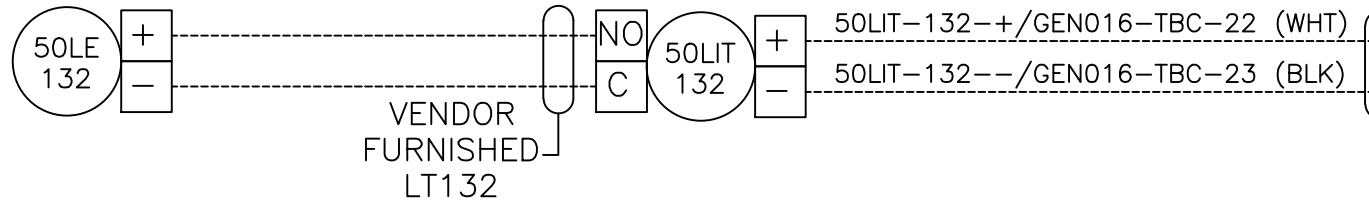
GEN016H_50LI131
PROPANE TANK (50-TK-131)
50LI-131 LEVEL INDICATION
(0-XX) FT
4-20mA
LOOP POWERED

50LE-132
LEVEL ELEMENT

50LIT-132
FUEL LEVEL

CABLE E

SHLD



GEN016H_50LI132
PROPANE TANK (50-TK-132)
50LI-132 LEVEL INDICATION
(0-XX) FT
4-20mA
LOOP POWERED

REFERENCE TABLE
MORE DETAIL ON 1760A
CONSOLIDATED DRAWING
SHEET E-9
DRAWING B-172641

DESCRIPTION	TAG NO.	RTU POINT IDENTIFICATION	RTU	CABLE B	CABLE C	CABLE E
				VENDOR FURNISHED CABLE	1-2/C#18 SHLD	1-2/C#18 SHLD
FROM GENERATOR FUEL LEVEL 50LI-131 TO RTU-TC	50LIT-131	GEN016H_50LI131	GEN016			50LT131IB
FROM GENERATOR FUEL LEVEL 50LI-132 TO RTU-TC	50LIT-132	GEN016H_50LI132	GEN016			50LT132IB

NO.	DATE	REVISIONS	CK. BY
0	7/27/21	FIRST ISSUE	RN
1	3/10/22	UPDATED INFORMATION FROM POINT LIST	VE
2	5/15/23		SM

APPROVED _____ 2021

DRAWN BY: V. ESPINOZA

CHECKED BY: S. MUDALIYAR

SCALE: NONE

COLORADO RIVER AQUEDUCT
MILE 12 MONITORING STATION UPGRADE

GENERATOR PIPING

50LIT-131, 50LIT-132 & 50ATI-135

R2BUILD

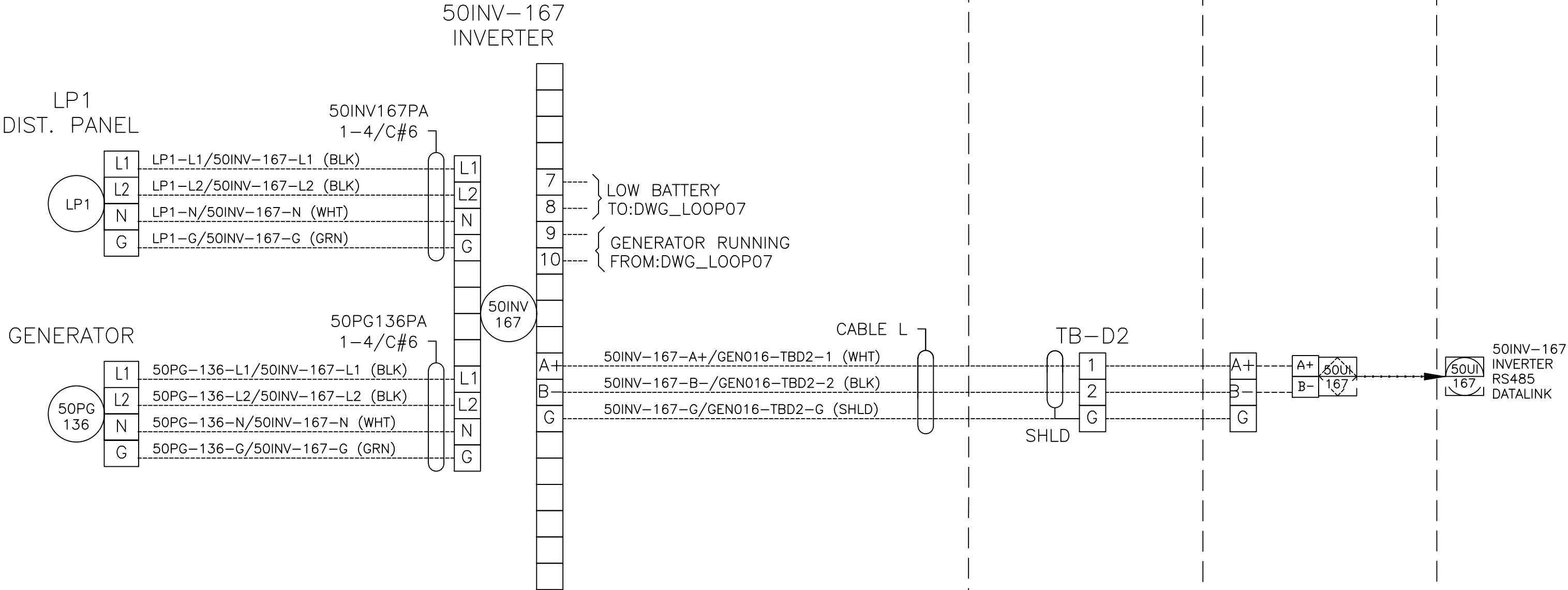
23441 S Pointe Dr #280, Laguna Hills, CA 92653

TEL. 818-856-0326
ap@consultcc.com

DRAWING No. : DWG_LOOP10

PROJECT NO.
203

SHEET **11** OF **14**



REFERENCE TABLE MORE DETAIL ON
1760A CONSOLIDATED DRAWING
SHEET E-9
DRAWING B-172696

DESCRIPTION	TAG NO.	RTU POINT INDENTIFICATION	RTU	CABLE L
				RS485
FROM INVERTER TO RTU	50INV-167	-	GEN016	50INV167IA

NO.	DATE	REVISIONS	CK.BY	APPROVED _____ 2021	COLORADO RIVER AQUEDUCT MILE 12 MONITORING STATION UPGRADE	<div><i>R2BUILD</i></div> <div>23441 S Pointe Dr #280, Laguna Hills, CA 92653</div> <div>TEL. 818-856-0326 ap@consultcc.com</div> <div>DRAWING No. : DWG_LOOP11</div>	PROJECT NO. 203
0	7/27/21	FIRST ISSUE	RN				SHEET 12 OF 14
1	3/10/22	UPDATED INFORMATION FROM POINT LIST	VE				
2	4/05/22	FU, PLC AND TB INFORMATION DELETED	VE	DRAWN BY: <i>V.ESPINOZA</i>			
3	5/15/23	AS BUILT	SM	CHECKED BY: <i>S. MUDALIYAR</i>			
				SCALE: NONE	BATTERY ROOM		
					INVERTER 50INV-167		

BATTERY ROOM

GEN016 RTU-TC

GEN016 RTU

SCADA

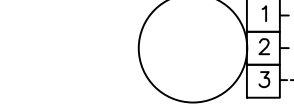
ANALYZER ELEMENT

50AIT-164
HYDROGEN TRANSMITTER

CABLE C

TB-C

ALARM BOX



ACP
DOOR ALARM
50ZS-150A

50TIT-154
TEMP INDICATION TRANSMITTER

CABLE C

TB-C

50ZS-151
DOOR ALARM

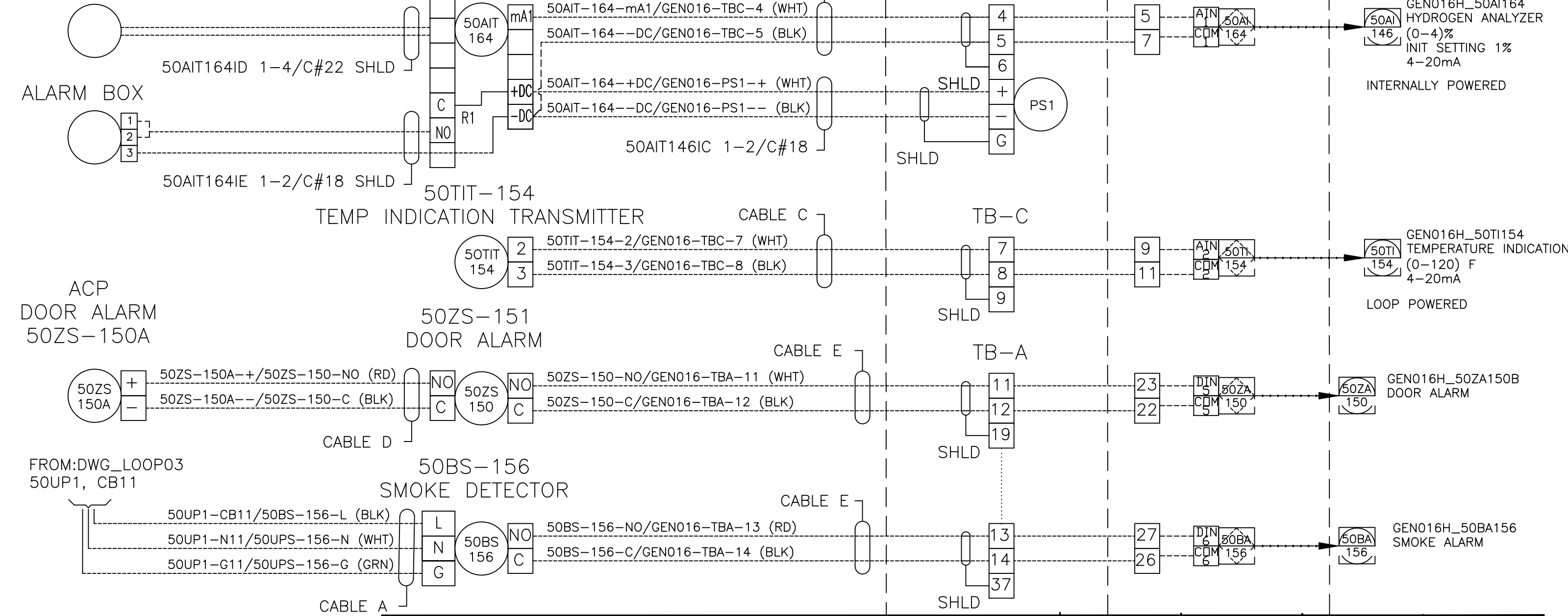
CABLE E

TB-A

50BS-156
SMOKE DETECTOR

CABLE E

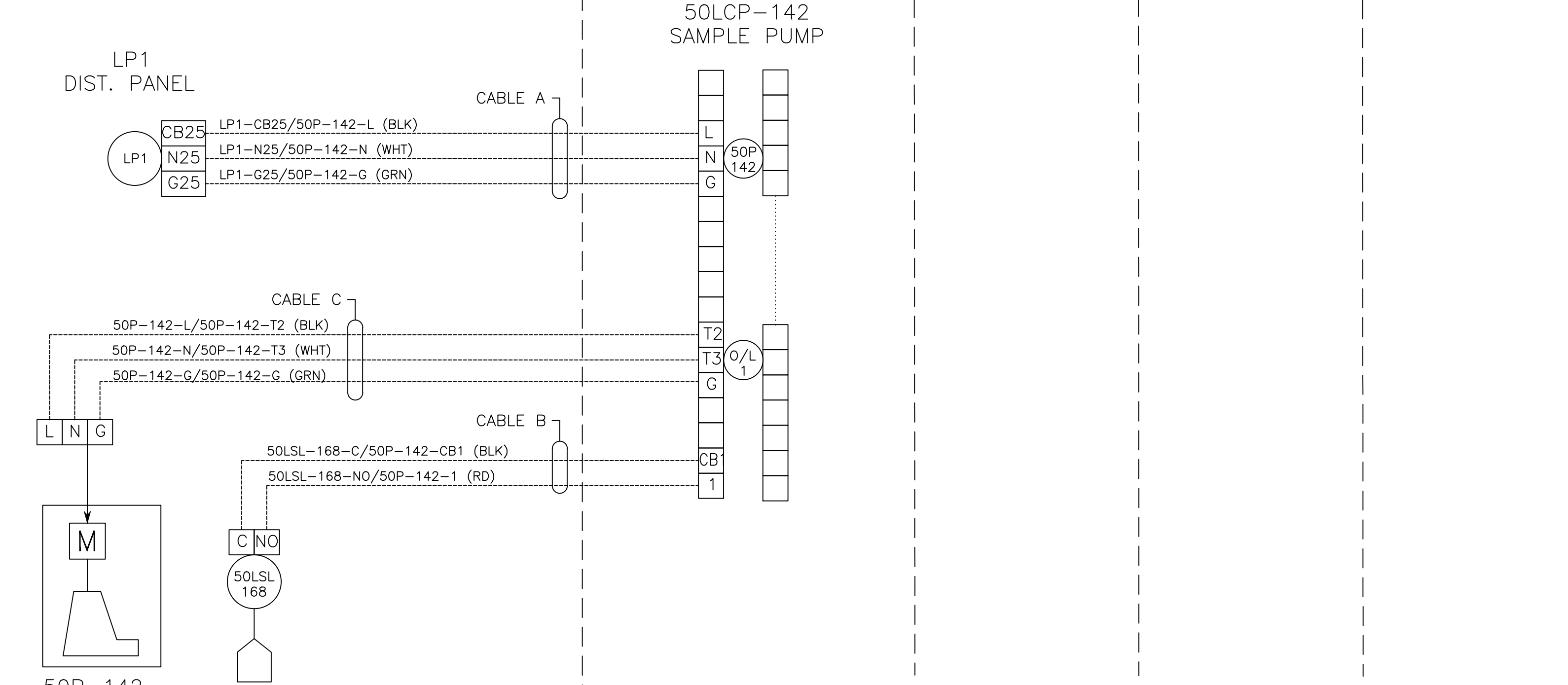
FROM:DWG_LOOP03
50UP1, CB11



REFERENCE TABLE 1 MORE DETAIL
ON 1760A CONSOLIDATED DRAWING
SHEET E-11
DRAWING B-172698

REFERENCE TABLE 2 MORE DETAIL
ON 1760A CONSOLIDATED DRAWING
SHEET E-11
DRAWING B-172698

DESCRIPTION	TAG NO.	RTU POINT IDENTIFICATION	RTU	CABLE A	CABLE B	CABLE C	CABLE D	CABLE E
				1-3/C#12 (W/GND)	VENDOR FURNISHED CABLE	1-2/C#18 SHLD	1-3/C#14 (1SP)	1-3/C#14 SHLD (1SP)
HYDROGEN ANALYZER TRANSMITTER	50AIT-164	GEN016H_50AI164	GEN016		50AT164IA	50AT164IB		
TEMPERATURE INDICATOR TRANSMITTER	50TIT-154	GEN016H_50TI154	GEN016			50TT154IA		
DOOR ALARM	50ZS-150	GEN016H_50ZA150B	GEN016				50ZS150CA	50ZS150CB
SMOKE DETECTOR	50BS-156	GEN016H_50BA156	GEN016	50UP111PA			50UP111PA	50BA156CA



50P-142
WATER SAMPLING
PUMP (MFE)

REFERENCE TABLE MORE DETAIL ON
1760A CONSOLIDATED DRAWING
SHEET E-8
DRAWING B-172695

DESCRIPTION	TAG NO.	RTU POINT INDENTIFICATION	RTU	CABLE A	CABLE B	CABLE C
				1-3/C#10 (W/GND)	1-3/C#14 (1 SP)	1-3/C#12 (W/GND)
DIST. PANEL LP1 TO SAMPLE PUMP PNL	LP1	-	50P-142	50LP125PA		
SAMPLE PUMP PNL TO LOW LEVEL SWITCH	50P-142	-	50LSL-168		50P142CA	
SAMPLE PUMP PNL TO WATER SAMPLING PUMP	50P-142	-	50P-142			50P142BA

SECTION 2 - CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME: LEED Electric, Inc.

THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840
SUBJECT PROJECT:

SPECIFICATION NO. 779

SCADA MASTER PLAN IMPLEMENTATION TRASK & WESTHAVEN RESERVOIR/BPS SCADA IMPROVEMENTS PROJECT

PROJECT NO. CP1268010 -- DRAWING NO. W-627

Gentlemen/Ladies:

The undersigned, having carefully examined the Plans and Specifications for the above subject project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the unit prices named in the following bid proposal. Furthermore, the following bid items include removal and replacement of Concrete and/or AC pavement, markers, and striping.

TOTAL BID PROPOSAL

Item	Approx. Quantity	Unit	Item With Unit Price Written In Words *	Unit Price	Item Total
1	8	%	Clearing, Grubbing, Mobilization / Demobilization.	\$ 76,750	\$ 76,750
Per Percentage					
2	1	LS	Trask Reservoir/BPS: Demolition and modifications to existing control panel (PLC-TSK) as indicated on the Drawings.	\$ 187,000	\$ 187,000
Per Lump Sum					
3	1	LS	Trask Reservoir/BPS: Route new conduit(s), conductors, junction boxes as indicated on the Drawings.	\$ 60,600	\$ 60,600
Per Lump Sum					
4	1	LS	Trask Reservoir/BPS: Demolition and replacement of existing chemical dosing skid as indicated on the Drawings.	\$ 164,000	\$ 164,000
Per Lump Sum					

SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)

Item	Approx. Quantity	Unit	Item With Unit Price Written In Words *	Unit Price	Item Total
5	1	LS	Trask Reservoir/BPS: Modify existing chemical pump starter, replace receptacle, install cord cap.	\$ 1,400	\$ 1,400
Per Lump Sum					
6	2	EA	Trask Reservoir/BPS: Demolition and replacement of solenoid controls on North and South Altitude Valves (two solenoids per altitude valve) as indicated on the Drawings.	\$ 2,950	\$ 5,900
Per Each					
7	1	LS	Trask Reservoir/BPS: Demolition and replacement of Station Flowmeter as indicated on the Drawings.	\$ 54,700	\$ 54,700
Per Lump Sum					
8	2	EA	Trask Reservoir/BPS: Demolition and replacement of existing MurCal control panel as indicated on the Drawings.	\$ 69,000	\$ 138,000
Per Each					
9	900	LF	Trask Reservoir/BPS: Route new single-mode, fiber optic cable from PLC-TSK (located at Trask pump station) to RIO-W20 (located at Well 20 Building) as indicated on the Drawings.	\$ 25.5	\$ 15,300
Per Linear Foot					
10	1	LS	Trask Reservoir/BPS: Install and connect new Remote I/O (RIO) enclosure (RIO-W20) at the Well 20 Building as indicated on the Drawings.	\$ 51,500	\$ 51,500
Per Lump Sum					
11	1	LS	Trask Reservoir/BPS: Site Acceptance Test, Loop Check, and Commissioning Support	\$ 50,700	\$ 50,700
Per Lump Sum					
12	1	LS	Westhaven Reservoir/BPS: Demolition and modifications to existing control panel (RIO-WH) as indicated on the Drawings.	\$ 145,000	\$ 145,000
Per Lump Sum					

SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)

Item	Approx. Quantity	Unit	Item With Unit Price Written In Words *	Unit Price	Item Total
13	1	LS	Westhaven Reservoir/BPS: Route new conduit(s), conductors, junction boxes as indicated on the Drawings.	\$ 84,900	\$ 84,900
Per Lump Sum					
14	1	LS	Westhaven Reservoir/BPS: Demolition and replacement of existing chemical dosing skid as indicated on the Drawings.	\$ 172,100	\$ 172,100
Per Lump Sum					
15	1	LS	Sawcut and patch asphalt.	\$ 9,700	\$ 9,700
Per Lump Sum					
16	1	LS	Westhaven Reservoir/BPS: Modify existing chemical pump starter, replace receptacle, install cord cap.	\$ 20,600	\$ 20,600
Per Lump Sum					
17	1	EA	Westhaven Reservoir/BPS: Demolition and replacement of solenoid controls on the Altitude Valve (two solenoids per altitude valve) as indicated on the Drawings.	\$ 6,500	\$ 6,500
Per Each					
18	4	EA	Westhaven Reservoir/BPS: Installation of new intrusion switches for tank vents and tank access hatches as indicated on the Drawings.	\$ 4,650	\$ 18,600
Per Each					
19	1	LS	Westhaven Reservoir/BPS: Trench and install new duct bank with 3x 1-1/2" conduits between the Pump Room and the Sodium Hypochlorite Room as indicated on the Drawings.	\$ 21,000	\$ 21,000
Per Lump Sum					
20	1	LS	Westhaven Reservoir/BPS: Demolish existing OPL panel (RP-WH) and retrofit with relay controls as indicated on the Drawings.	\$ 46,450	\$ 46,250
Per Lump Sum					

SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)

Item	Approx. Quantity	Unit	Item With Unit Price Written In Words *	Unit Price	Item Total
21	1	EA	Westhaven Reservoir/BPS: Retrofit existing PFAS PLC panel (CP-0021) as indicated on the Drawings.	\$ 7,000	\$ 7,000
Per Each					
22	1	EA	Westhaven Reservoir/BPS: Demolish existing Station Pressure Transmitter as indicated on the Drawings.	\$ 2,400	\$ 2,400
Per Each					
23	1	EA	Westhaven Reservoir/BPS: Install new Pressure Transmitter enclosure (PIT-WH) as indicated on the Drawings.	\$ 17,400	\$ 17,400
Per Each					
24	1	EA	Westhaven Reservoir/BPS: Install new chlorine analyzer in the Pump Room as indicated on the Drawings.	\$ 2,800	\$ 2,800
Per Each					
25	1	LS	Westhaven Reservoir/BPS: Site Acceptance Test, Loop Check, and Commissioning Support	\$ 40,000	\$ 40,000
Per Lump Sum					
26	1	LS	Allowance to Accommodate Unknown Underground Obstructions, as Directed by City and Only If Required.	\$ 55,000	\$ 55,000
Per Lump Sum					

* Each Bid Item includes: Furnishing all labor, equipment and materials

TOTAL BID PROPOSAL: \$ 1,455,100.00

TOTAL BID PROPOSAL WRITTEN IN WORDS: One Million, Four Hundred fifty-five Thousand, One Hundred Dollars, and Zero Centers.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City of Garden Grove does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer.

SECTION 2 – CONTRACTOR’S PROPOSAL (Continued)

NOTE: The contract will be awarded to the lowest responsible bidder, based on the amount shown under TOTAL BID PROPOSAL. IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

It is understood and agreed that:

(a) Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates set forth in the Department of Transportation publication entitled General Prevailing Wage Rates, which is a part of the contract shall be posted by the CONTRACTOR at a prominent place at the site of the work.

If there is a difference in the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of Industrial Relations, for similar classifications of labor, the CONTRACTOR and its SUBCONTRACTORS shall pay not less than the highest wage rate.

(b) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.

(c) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up their bid, nor will bidders be released because of errors.

(d) The undersigned is licensed in accordance with the laws of the State of California.

(e) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid; or any other person, firm or corporation to refrain from bidding, that the undersigned has not in any manner sought, by collusion, to secure for itself an advantage over any other bidder and that the unit prices proposed herein shall remain fully in effect for 180 calendar days from bid opening.

I declare under penalty of perjury that all statements or representations made herein are true and correct.

LEED Electric, Inc.

BIDDER'S NAME



AUTHORIZED SIGNATURE

DATE: 5/31/2023

Corporation

TYPE OF ORGANIZATION: INDIVIDUAL,
PARTNERSHIP OR CORPORATION

13138 Arctic Circle, Santa Fe Springs CA 90670

ADDRESS

(562) 270-9500

TELEPHONE

(562) 863-5723

FAX

7/31/2023

Expiration Date

379096

STATE OF CALIFORNIA LICENSE NUMBER

SECTION 3 - DESIGNATION OF SUBCONTRACTORS/REFERENCES

1. The undersigned certifies that the sub-bids of the following listed SUBCONTRACTORS have been used in making up this bid, and that the SUBCONTRACTORS listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of the Specifications.

Bidder's Name LEED Electric, Inc.

LIST OF PROPOSED SUBCONTRACTORS

Each bidder is to set forth below the name and business address of each SUBCONTRACTOR with whom the bidder intends to enter into subcontracts for the performance of any work in excess of one-half of one percent of the bidder's total bid, and the portion of the work to be performed by each SUBCONTRACTOR. Substitution of bidders may only be made in accordance with Section 4107 of the Government Code of the State of California.

	Name of SUBCONTRACTOR	Address	Phone No.	Item of Work
1.	316 Engineering & Construction, Co Inc.	7434 Garvalia Ave. Rosemead, CA 91770	(818) 395-7989	Civil
				Amount \$ 14,000.00
			License Number:	986498
			Expiration Date:	09/30/2023
2.	316 Engineering & Construction, Co Inc.	7434 Garvalia Ave. Rosemead, CA 91770	(818) 395-7989	Mechanical
				Amount \$ 13,650.00
			License Number:	986498
			Expiration Date:	09/30/2023
3.				
				Amount \$
			License Number:	
			Expiration Date:	
4.				
				Amount \$
			License Number:	
			Expiration Date:	
5.				
				Amount \$
			License Number:	
			Expiration Date:	

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL

USE THIS FORM WHEN BIDDER IS AN INDIVIDUAL

N/A

State of California)
County of Orange) ss.
)

(Name) _____, Affiant,
being first duly sworn, deposes and says:

That it is the bidder who makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me _____

This _____ day of _____, 20_____.

Signature: _____

Notary Public in and for the County of _____, State of _____

USE THIS FORM WHEN BIDDER IS A CORPORATION

State of California)
County of Orange) ss.

Sayed A. Jamali Dinan, affiant, the _____ Chief Executive Officer

Pres., Sec., or Mgr. Ofcr
 of _____ LEED Electric, Inc. _____
Name of Corporation

The corporation who makes the accompanying proposal, having first been duly sworn, deposes and says: That such proposal is genuine and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.



Signature

President, Secretary or Managing Officer

Subscribed and sworn to before me

This _____ day of _____, 20____.

Notary Public in and for the County of _____, State of _____

Signature: _____

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

USE THIS FORM WHEN BIDDER IS A CO-PARTNERSHIP

N/A

State of California)
) ss.
County of Orange)

_____, Affiant(s),
Being first duly sworn, each for itself deposes and says:

That _____
(Names of all Partners)

are partners, doing business under the firm name and style of

_____ and that said co-partnership
(Name of Firm)

makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me _____

This _____ day of _____, 20_____.

Notary Public in and for the County of

_____, State of _____

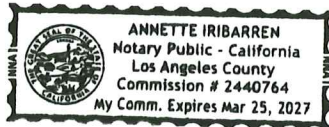
Signature: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 11th
day of May, 2023, by Seyed A. Jamali-Dinan

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Annette Iribarren

SECTION 4-A - PREVIOUS DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bid, ever been disqualified, removed, or otherwise prevented from bidding on; or completing a federal, state, or local government project because of a violation of law of a safety regulation?

Yes _____

No  _____

If the answer is yes, explain the circumstances in the following space.

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

SECTION 4-B - QUESTIONNAIRE TO GENERAL CONTRACTORS

1. Were bid depository or registry services used in obtaining SUBCONTRACTOR bid figures in order to compute your bid?
Yes () No ☒
2. If the answer to No. 1 is "yes," please forward a copy of the rules of each bid depository you used with this questionnaire. N/A
3. Did you have any source of SUBCONTRACTORS' bids other than bid depositories?
Yes () No ☒
4. Has any person or group threatened you with SUBCONTRACTOR boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?
Yes () No ☒
5. If the answer to No. 4 is "yes," please explain the following details:
- (a) Date(s): N/A
- (b) Name of person or group:
- (c) Job involved (if applicable):
- (d) Nature of threats:
- (e) Additional comments:
(Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 31st day of May, 2023.

LEED Electric, Inc.

Name of Company

By  _____

Seyed A. Jamali Dinan

Title Chief Executive Officer

SECTION 4-C - QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name

44

List of last five contracts performed which show experience in work of a nature similar to that covered in this proposal. If none, so indicate.

Year	Type of Work	Contract Amt	Location	For Whom Performed	Phone Number
2018	Electrical, SCADA	\$2.1 Million	Willmington, CA	LACDPW Adam Lee	626-458-6185
2019	Electrical, SCADA	\$765,305.00	Hermosa Beach, CA	LACDPW Cody Snider	626-458-6197
2022	Electrical, I&C	\$1,495,669.00	Valencia, CA	LACSD Irene Chang	(562) 908-4288x5817
2021	Electrical, I&C	\$2,310,747.00	Perris, CA	EMWD Dustin Wetter	(951) 928-3777x4322
2018	Electrical, SCADA, I&C	\$4,039,000.00	Carson, CA	MWD of SoCAL Joe Robles	(909) 392-2586

REFERENCES:

Following are the names, addresses and telephone numbers of firms or agencies with which you may confirm the past performances of the company in performing work of a similar nature and scope:

Firm/Address	Type of Work	Contact Person Telephone No.	Contract Amount
County of LA Department of Public Works 900 S Fremont Ave, Alhambra, CA 91803	Furnish & Install 9 Miles of Fiber Optics, Power and Instrumentation Cable for SCADA and Telemetry System and Flow Diversion.	Adam Lee, P.E. (626) 458-6185	\$2.1 Million
Metropolitan Water District of So. Cali. 700 Alameda St, Los Angeles, CA 90012	See Below.	Damien Romo (213) 220-4096	\$1,161,253.00
Eastern Municipal Water District 2270 Trumble Rd, Perris, CA 92570	Ductbank, Medium Voltage Switchgear, Control Panels, Motor Control Center, Electrical switchgear, QTY (4) 200HP AFV VFD's 480V, PLC and bypass system.	Dustin Wetter 951-928-3777	\$2,310,747.00
West Basin Municipal Water District 17140 Avalon Blvd, Carson, CA 90746	Ductbank, Medium Voltage Switchgear, Control Panels, DCS System, Motor Control Center and Pumps, 4160V, Qty (2) 600A with Main-Tie-Main Circuit Breaker	Kevin Cullen, MSCE (310) 660-6259	\$3,080,000.00
Metropolitan Water District of So. Cali. 700 Alameda St, Los Angeles, CA 90012	New Ground up Advanced Water Treatment Demo Facility with 0.5MGD Clean Water Production. Systems installed MSR, Chemical Feed System, RO System, Advanced Oxidization UV. Turn Key Electrical and Instrumentation which included Prefabricated Electrical Building, Service Switchboard, 5kV Substation, MCC, VFD's, Main PLC (1,500 I/O's), RTU, Local Control Panels, (11) Analyzer Racks, 3,000I/O's, Ammonia, PLC & SCADA, Programming, Testing, Start-up & Commissioning	Joe Robles, P.E. (909) 392-2586	\$4,039,000.00

Bidder's

Name:

LEED Electric, Inc.

Authorized

Signature:

Seyed A. Jamali Dinan, CEO

Date: 5/31/2023

State of California CONTRACTOR's License No. 379096CONTRACTOR's License Expiration Date 7/31/2023

Below: Constructing a new 15 feet by 50 feet concrete water quality instrumentation building; installing sample piping, instrumentation, analyzers, reservoir inlet sample pumps, backflow preventers, drain lines, potable water line, and electrical equipment; tying into existing utilities. Installation of 15kVA 480V UPS System.

SECTION 4-D - CONTRACTOR'S QUESTIONNAIRE

1. List any lawsuit(s) filed against you or your firm over the past ten (10) years for breach or non-performance of contract: None.

_____.
2. List the results of any lawsuit(s): N/A

_____.
3. List any claim(s) filed by SUBCONTRACTORs against you or your firm over the past ten (10) years: N/A

_____.
4. List the results of each claim: N/A

_____.
5. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your firm by the State CONTRACTOR's License Board: None.

_____.
6. List projects similar to the type applied for herein which you have worked on and how recently the project was performed: Dominguez Gap Barrier Telemetry Systems, Completed June 2018
West Coast Basin Barrier Telemetry System Phase IIB, January 2019
Mission Village Temporary Pumping Plant and Force Main, February 2019
Pala Lift Station Electrical Equipment Upgrade, July 2021
Advanced Water Treatment Demonstration Facility, December 2019

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.

Dated: 5/31/2023



CONTRACTOR's Signature
Seyed A. Jamali Dinan, CEO

SECTION 5 - AGREEMENT

SECTION 5 - CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this **27** day of **June, 2023**, by the **CITY OF GARDEN GROVE** ("CITY"), and **LEED Electric, Inc.**, hereinafter referred to as ("**CONTRACTOR**")

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City of Garden Grove Council Authorization dated **June 27, 2023**.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for **SCADA MASTER PLAN IMPLEMENTATION TRASK & WESTHAVEN RESERVOIR/BPS SCADA IMPROVEMENTS PROJECT - Project No. CP1268010 -- Drawing No. W-627**.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its SUBCONTRACTORS, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY'S Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR's own risk and expense. The decision of the Engineer shall be final.

SECTION 5 - AGREEMENT (Continued)

- 5.2 **Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 **Project.** The PROJECT is described as: **SCADA MASTER PLAN IMPLEMENTATION TRASK & WESTHAVEN RESERVOIR/BPS SCADA IMPROVEMENTS PROJECT - Project No. CP1268010 -- Drawing No. W-627.**
- 5.4 **Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **SCADA MASTER PLAN IMPLEMENTATION TRASK & WESTHAVEN RESERVOIR/BPS SCADA IMPROVEMENTS PROJECT - Project No. CP1268010 -- Drawing No. W-627.**

Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.

- 5.5 **Time of Commencement and Completion.** CONTRACTOR shall have **twenty-one (21) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the twenty-one (21) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

Due to long lead items require in this project, two Notices to Proceed will be issued for this contract. The first Notice to Proceed will be issued upon the contract is awarded to place order of the long lead items. Upon receipt of the Notice to Proceed, CONTRACTOR agrees to submit shop drawings for all long lead items (i.e. control panels and their components) **within twenty (20) working days**. The Contractor shall work closely with manufacturers to provide the delivery of the long lead items within **two-hundred and forty (240) calendar days** from the first Notice to Proceed excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8, and 5.9 hereof. A second Notice to Proceed will be issued for the construction of the project once the long lead items are close to / being delivered. Upon receipt of the second Notice to Proceed, the CONTRACTOR shall diligently prosecute the work to completion within **one-hundred and sixty-six (166) total working days** excluding

SECTION 5 - AGREEMENT (Continued)

delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof. The Reservoir, Booster Pump Station, and all facilities associated with Trask Reservoir/BPS & Westhaven Reservoir/BPS shall maintain normal operations until the second Notice to Proceed.

Construction shall begin at Trask Reservoir/BPS and be completed within twenty three (23) working days. Once work is complete at Trask Reservoir/BPS and the site is functioning properly, construction shall begin at Westhaven Reservoir/BPS and shall be completed within thirty three (33) calendar days. Site preparation activities that do not require an interruption to the process (ie. Conduit routing, cable routing, installation of new instruments, etc.) may be executed concurrently and prior to site shutdown. However, there shall be no overlap in shutdown times between Trask Reservoir/BPS and Westhaven Reservoir/BPS.

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

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

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

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2009 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

SECTION 5 - AGREEMENT (Continued)

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

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

5.9 **Changes in Project.**

- 5.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

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

- 5.9.2** A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall 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.

SECTION 5 - AGREEMENT (Continued)

- 5.9.3** Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.
- 5.9.4** Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 5.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.
- 5.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.
- 5.10** **Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **One Thousand Five Hundred dollars (\$1,500.00) per day** for each and every calendar day during which completion of the Project is so delayed. The liquidated damages will be applied separately for the two Notices to Proceed: the delivery of long lead items, and for the project completion (See Section 5.5). CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

SECTION 5 - AGREEMENT (Continued)

- 5.11 Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **One Million Four Hundred Fifty-Five Thousand and One Hundred dollars and 00/100 (\$ 1,455,100.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 35 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

- 5.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to Public Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

- 5.13 Completion.** Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all SUBCONTRACTORS upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any SUBCONTRACTOR, laborer or material supplier.

5.14 CONTRACTOR's Employees Compensation

- 5.14.1 General Prevailing Rate.** CITY has ascertained that State prevailing wage requirements of the California Labor Code including Sections 1770, 1771.5, 1773, 1777.5, and 1776 are required to execute this Contract. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONTRACTOR and the SUBCONTRACTORS shall pay not less than the higher wage rate. The CITY will not accept the lower State wage rates. This includes "helper" (or other classifications based on hours of experience) or any other classification. A copy of the prevailing rate of per diem wages shall be posted at the job site.

SECTION 5 - AGREEMENT (Continued)

- 5.14.2 Forfeiture for Violation.** CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any SUBCONTRACTOR under it) less than the greater of State minimum wage rate associated with the duties of the employee in question, in accordance with the State prevailing wage requirements of the California Labor Code, including Sections 1770, 1771.5, 1773, 1777.5, and 1776.
- 5.14.3 Apprentices.** The greater of Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty CONTRACTORS not bidding for work through the general or prime CONTRACTOR are two thousand dollars (\$2,000.00) or more for five (5) working days or more.
- 5.14.4 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California, and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any SUBCONTRACTOR for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.
- 5.14.5 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual State prevailing wage paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its SUBCONTRACTORS does the same. The applicable CONTRACTOR or SUBCONTRACTOR or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its SUBCONTRACTORS shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for laborers, every week to the CITY. Certified payroll and cancelled checks submittals are due one month after start of construction and every week thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working*

SECTION 5 - AGREEMENT (Continued)

days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be cease in an orderly, safe fashion with all vehicle access restored, should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

- 5.14.6 Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.
- 5.14.7 Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).
- 5.14.8 Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 5.15 Surety Bonds.** CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
- 5.16 Insurance.**
- 5.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- 5.16.2** CONTRACTOR and all SUBCONTRACTORS shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its Officers, Official Agents Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the City and shall issue an insurance certificate and waiver of subrogation to the policy evidencing same.
- 5.16.3** CONTRACTOR shall at all times carry, on all operations hereunder, bodily injury, including death, and property damage liability insurance, including automotive operations bodily injury and property damage coverage; and builders' all risk insurance. Follows Form excess liability insurance shall be provided for any

SECTION 5 - AGREEMENT (Continued)

underlying policy that does not meet the policy limits required by this contract. All insurance coverage shall be in amounts specified by the CITY in the Insurance Requirements and shall be evidenced by the issuance of a certificate and additional insured endorsement in forms prescribed by the CITY and shall be underwritten by insurance companies satisfactory to the CITY for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Claims made and modified occurrence policies shall not be accepted. Said insurance coverage obtained by the CONTRACTOR, excepting workers' compensation coverage, shall name the CITY, its Officers, Official, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY, as additional insured on said policies. Additional insured status shall be evidenced in the form of an Additional insured Endorsement (CG 20 10 1185). A sample is included in the appendix of the specifications for reference.

For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and not contribute with it.

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

COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a **waiver of subrogation for each policy**.

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

SECTION 5 - AGREEMENT (Continued)

Workers' Compensation	As required by the State of California.
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including operations, products and completed operations, and not excluding XCU)	\$5,000,000 per occurrence for bodily injury, personal injury and property damage. Coverage shall include mobile equipment.
Automobile Liability, including non-owned and hired vehicles	\$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.

Excess liability, follows form coverage, shall be provided for any underlying policy that does not meet the policy limits required and set forth herein. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, and including mobile equipment, for the Commercial General Liability policy shall designate CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by the CITY.

An Additional Insured Endorsement for Automobile Liability policy shall designate CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

A Loss Payee Endorsement for the Course of Construction policy shall designate CITY as loss payee. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide coverage under an excess liability policy. The policy must be a follows form excess/umbrella policy. CONTRACTOR shall provide the **schedule of underlying policies** for an excess/umbrella liability policy, state that the excess/umbrella policy **follows form** on the insurance certificate, and provide an **additional insured endorsement** for the excess/umbrella liability policy designating CITY, its

SECTION 5 - AGREEMENT (Continued)

Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds.

A primary/non-contributory endorsement shall be provided to CITY for each policy. For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, agents, employees, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees as determined by CITY. Any insurance or self-insurance maintained by CITY, its officers, officials, agents, employees, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

CITY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

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

5.17 Risk and Indemnification. All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

5.18 Termination.

5.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

SECTION 5 - AGREEMENT (Continued)

5.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

5.19 **Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY 's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

5.20 **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any SUBCONTRACTOR to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

5.21 **Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

SECTION 5 - AGREEMENT (Continued)

To CITY:

City of Garden Grove
Public Works Department
Attention: Rebecca Li, P.E.
13802 Newhope Street
Garden Grove, CA 92843
(714) 741-5562
(714) 638-9906 Fax

To CONTRACTOR:

Seth A. Jamali-Dinan
LEED Electric, Inc.
13138 Artic Circle
Santa Fe Springs, CA 90670

SIGNATURES ON NEXT PAGE

SECTION 5 - AGREEMENT (Continued)

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

"CITY"
CITY OF GARDEN GROVE

Date: _____

By: _____

Lisa Kim
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

CONTRACTOR'S State License No. _____
(Expiration Date: _____)

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City of Garden Grove
City Attorney

Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to RJ Noble Company for construction of the Arterial Streets Rehabilitation Project 2023, City Project No. CP-1356000. (Cost: \$6,985,336.50) (<i>Action Item</i>)		
		Date:	6/27/2023

OBJECTIVE

For City Council to award a contract to RJ Noble Company for Arterial Streets Rehabilitation Project 2023, City Project No. CP-1356000, for the following street segments: Trask Avenue from Benton Street to Euclid Street; Haster Street from Lampson Avenue to Chapman Avenue; Garden Grove Boulevard from Gilbert Street to Brookhurst Street; Springdale Street from Lampson Avenue to Chapman Avenue; West Street from Lampson Avenue to Chapman Avenue; Lampson Avenue from Euclid Street to West Street; and Buaro Street from Harbor Boulevard to Lampson Avenue.

BACKGROUND

Each street will be addressed with different rehabilitation measures to properly manage the unique circumstances and will involve some or most of the following elements: removing and reconstructing failed pavement areas, cold milling, asphalt rubber aggregate membrane (ARAM), asphalt paving, replacement of concrete curb and gutter, cross gutter, local depression, driveway, sidewalk, and curb ramps, adjustment of utility covers to finish grade, catch basin inlet screens, closed circuit television cameras, push button pole relocation, conduit and pull-box installation, restoration of traffic striping, signing, pavement marking and markers, reestablishment of centerline ties and monuments.

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.52.010. Two (2) qualified bids were received at the City Clerk's office by 11:00 a.m. on June 14, 2023. The lowest qualified contractor was RJ Noble Company, with a total bid of

\$6,985,336.50. This bid amount is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

<i>Award contract</i>	- June 27, 2023
<i>Begin construction (estimated)</i>	- July 17, 2023
<i>Complete construction (estimated)</i>	- March 05, 2024

FINANCIAL IMPACT

The Arterial Streets Rehabilitation Project 2023 is included in the Fiscal Year 2023-24 adopted Capital Improvement Plan budget and is funded by Gas Tax and the General Fund. Funding from the General Fund is from the Pavement Management Acceleration Program which was approved by the City Council in June 2021. No additional appropriation is needed to approve the contract.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to RJ Noble Company, in the amount of \$6,985,336.50 for Arterial Streets Rehabilitation Project 2023, City Project No. CP-1356000, for the following street segments: Trask Avenue from Benton Street to Euclid Street; Haster Street from Lampson Avenue to Chapman Avenue; Garden Grove Boulevard from Gilbert Street to Brookhurst Street; Springdale Street from Lampson Avenue to Chapman Avenue; West Street from Lampson Avenue to Chapman Avenue; Lampson Avenue from Euclid Street to West Street; and Buaro Street from Harbor Boulevard to Lampson Avenue; and
- Authorize the City Manager to execute the contract with RJ Noble Company, and make minor modifications as appropriate thereto, on behalf of the City.

By: Nick Hsieh, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
BID SUMMARY	6/15/2023	Exhibit	1_Bid_Summary_Sheet.pdf
AGREEMENT	6/15/2023	Agreement	2_Construction_Agreement.pdf

ATTACHMENT 1

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

BID SUMMARY SHEET

FOR

**ARTERIAL STREETS REHABILITATION PROJECT 2023
CITY PROJECT NO. CP-1356000**

BID OPENING: DATE: JUNE 14, 2023

TIME: 11:00 A.M.

ENGINEER'S ESTIMATE: \$ 7,272,835.00

<i>Bidder's Name</i>	<i>Total Bid</i>	<i>% Under/Over Engrs. Est</i>
RJ Noble Company, Orange	\$6,985,336.50	3.95% Under
Sully-Miller Contracting Company, Brea	\$8,438,860.00	16.03% Over

CONSTRUCTION AGREEMENT

RJ NOBLE COMPANY

THIS AGREEMENT is made this 27th day of June, 2023 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and RJ NOBLE COMPANY, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council Authorization dated June 27, 2023.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **ARTERIAL STREETS REHABILITATION PROJECT 2023, City Project No. CP – 1356000**.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications, and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY'S Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

SECTION 5 - AGREEMENT (Continued)

5.2 Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

5.3 Project. The PROJECT is described as: **ARTERIAL STREETS REHABILITATION PROJECT 2023, City Project No. CP – 1356000.**

5.4 Plans and Specifications. The work to be done is shown in a set of detailed Plans and Specifications entitled: **ARTERIAL STREETS REHABILITATION PROJECT 2023, City Project No. CP – 1356000.** Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.

5.5 Time of Commencement and Completion. CONTRACTOR shall have **ten (10) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

The Contract time shall begin on July 17, 2023 per 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 **150 (One Hundred and Fifty) working days** to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

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

Contractor shall have **fourteen (14) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and 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 responsive and responsible bidder.

SECTION 5 - AGREEMENT (Continued)

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

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

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

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

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

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

5.9 Changes in Project.

5.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

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

5.9.2 A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall 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.

SECTION 5 - AGREEMENT (Continued)

- 5.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.
- 5.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.
- 5.10 Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **One Thousand Dollars (\$1,000.00) 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.
- 5.11 Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Six Million, Nine Hundred Eighty Five Thousand, Three Hundred and Thirty Six Dollars and Fifty Cents (\$6,985,336.50)** 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

SECTION 5 - AGREEMENT (Continued)

payments of the Contract price shall not be considered as an acceptance of any part of the work.

5.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

5.13 Completion. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 CONTRACTOR's Employees Compensation

5.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of 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 one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1778 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

5.14.3 Apprentices. Section 1778.5, 1778.6 and 1778.7 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).

SECTION 5 - AGREEMENT (Continued)

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).

SECTION 5 - AGREEMENT (Continued)

5.14.8 Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

5.15 Surety Bonds. CONTRACTOR shall, 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 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made and modified occurrence** policies **shall not be accepted** for any policy, unless otherwise indicated. 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 and on the **Contractors' Pollution Liability policy**, if available. 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

SECTION 5 - AGREEMENT (Continued)

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 (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 28; **and** CG 20 37 forms if later revisions used). 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.

Contractor's Pollution Legal Liability: Insurance companies must be acceptable to City and have a Best's Guide Rating of A- Class VII or better, as approved by Authority. If policy is written on a claims-made form:

- 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of three (3) years after completion of the contract work.
- 4) A copy of the claims reporting requirements must be submitted to the CITY for review.

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. Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's. 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 at least as broad as ISO CG 20 01 04 13 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,

SECTION 5 - AGREEMENT (Continued)

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:

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.
Contractor's Pollution Legal Liability	Not less than \$1,000,000 per occurrence
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

SECTION 5 - AGREEMENT (Continued)

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

- 5.17 **Risk and Indemnification.** All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the sole negligence or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

5.18 Termination.

5.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

5.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

- 5.19 **Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the

SECTION 5 - AGREEMENT (Continued)

CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

5.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

5.21 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO CITY:

*City of Garden Grove
Public Works Department
Attention: Navin Maru or Nick Hsieh
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5180 or 5190
(714) 741-5578 Fax*

TO CONTRACTOR:

*RJ Noble Company
Attention: Jacob Breedlove
15505 E. Lincoln Ave.
Orange, CA 92865
(714) 637-1550
(714) 637-6321*

[SIGNATURES ON NEXT PAGE]

SECTION 5 - AGREEMENT (Continued)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Lisa Kim
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"
RJ NOBLE COMPANY

CONTRACTOR'S State License No. 782908 Class A & C12
(Expiration Date: 08/31/2024)

CONTRACTOR'S DIR No. 1000004235
Attached Copy of your DIR Certificate.

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Second reading and adoption Date: 6/27/2023
of Ordinance No. 2942

Attached is Ordinance No. 2942 recommended for second reading and adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance	6/21/2023	Ordinance	2942_GG_Ordinance_Parademic_Ad_Valorem_Tax_Override.docx

ORDINANCE NO. 2942

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

City Attorney's Summary

City Council Resolution No. 4547-74 submitted to the voters for approval an ad valorem tax for paramedic services in an amount not to exceed 10¢ per \$100 of assessed valuation. The measure was approved by the voters in June 1974. State law requires that the City Council set the annual levy of the tax by ordinance or resolution. This Ordinance sets the levy of the tax at 8¢ per \$100 of assessed valuation for FY 2023-2024.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1: In June 1974, over sixty percent (60%) of the Garden Grove voters approved an ad valorem tax override to provide emergency medical care service (Paramedic Services) to the community, whether it be provided by the City of Garden Grove or on a regional basis, and thereby incurring a debt consisting of personnel and equipment and contractual payment obligations for the provision of Paramedic Services.

SECTION 2: Property taxes for indebtedness approved by the voters prior to July 1, 1978, are authorized pursuant to Section 93 of the Revenue and Taxation Code.

SECTION 3: The City Council of the City of Garden Grove hereby declares it is necessary to raise an estimated \$14,900,000 through the use of an ad valorem tax override on the taxable property within the City of Garden Grove to maintain and pay for the emergency medical care services. Such indebtedness to be paid includes personnel salaries, training costs, equipment, maintenance of all equipment acquired, and contractual obligations for the provision of paramedic services to the community.

SECTION 4: The tax rate for the authorized ad valorem tax override as approved by voters of all assessable real and personal property for the Fiscal Year 2023-2024 shall be 8.0 cents (\$.080) per one-hundred dollars (\$100) of assessed valuation, using as a basis the value of the property as assessed and equalized by the County of Orange, State of California, and shown on the 2023-2024 assessment roll of said county.

SECTION 5: This ordinance shall exclude from Section 4 annexations of assessable, real and personal property to the City of Garden Grove after July 1, 1978, indicated by the listing on the attached document designated Exhibit "A".

SECTION 6: Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

SECTION 7: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

DEPUTY CITY CLERK

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

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on June 13, 2023, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(6)	O'NEILL, TRAN, DOVINH, KLOPFENSTEIN, NGUYEN K., BRIETIGAM
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(1)	JONES

EXHIBIT "A"

Listed Annexations Finalized after July 1, 1978 and
Not Subject to Paramedic Tax Override

Annexation No./ Reorganization No.	City Resolution No.	Date Completed
1-78	5573-78	August 8, 1978
2-78	5634-78	October 24, 1978
3-78	5637-78	November 28, 1978
4-78	5670-78	November 30, 1978
5-78	5671-78	November 30, 1978
7-78	5731-79	March 30, 1979
1-79	5813-79	July 30, 1979
141	7875-96	May 29, 1996