AGENDA

Garden Grove City Council

Tuesday, July 25, 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. Update from the Orange County Water District as presented by Division 1 Director Dina L. Nguyen.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

   3.a. Acceptance of Project No. 2163101280-2 Garden Grove Park Improvements Phase 2 located at 9301 Westminster Boulevard, Garden Grove, as complete. (*Action Item*)

   3.b. Authorize issuance of a purchase order to Eberhard Equipment for one (1) new Kubota Loader Tractor. (Cost: $78,344.26) (*Action Item*)

   3.c. Authorize the issuance of a purchase order to National Auto Fleet Group for two (2) new trucks for the Custodial section in the Public Works Department. (Cost: $81,836.74) (*Action Item*)

   3.d. Authorize issuance of purchase orders to Simpson Chevrolet, DeLillo Chevrolet and Selman Chevrolet for auto parts. (Cost: $150,000) (*Action Item*)

   3.e. Authorize the issuance of a purchase order to PB Loader Corp. for one (1) new Asphalt Patch Truck. (Cost: $238,051.76) (*Action Item*)

   3.f. Approval of Amendment No. 4 to the Agreement with Stray Cat

Alliance for the Stray Cat Return to Field Program. (Cost: $70,000) (*Action Item*)

3.g. Approval of Amendment No. 2 of the Agreement with West Coast Arborists, Inc. to provide tree services. (Cost: $70,000) (*Action Item*)

3.h. Approval of a Cooperative Agreement with the Orange County Transportation Authority for implementing a Countywide Signal Synchronization Baseline Project. (*Action Item*)

3.i. Approval of a new lease agreement for the Garden Grove Regional Library – Main Library Branch. (*Action Item*)

3.j. Adoption of a Resolution Declaring Assessor Parcel Number 133-291-03, Garden Grove, Exempt Surplus Land. (*Action Item*)

3.k. Adoption of a Resolution Declaring Real Property located at 12281 W. Garden Grove Boulevard, Assessor Parcel Number 231-422-13, Garden Grove as exempt surplus land. (*Action Item*)

3.l. Adoption of a Resolution approving the updated employee salary schedule effective July 8, 2023. (*Action Item*)

3.m. Approval of the recommended salary allocation changes resulting from the 2023 Comprehensive Equity Study and adoption of a Resolution approving the amended employee salary schedule. (*Action Item*)

3.n. Receive and file minutes from the meeting held on June 13, 2023. (*Action Item*)

3.o. Receive and file warrants. (*Action Item*)

4. PUBLIC HEARINGS

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

4.a. Adoption of a Resolution amending certain user fees. *(Action Item)*

5. COMMISSION/COMMITTEE MATTERS

5.a. Appointments to the Parks, Recreation and Arts Commission and Traffic Commission to fill vacancies. (*Action Item*)

5.b. Appointment of a City Council Member to the Orange County Sanitation District. (*Action Item*)

6. ITEMS FOR CONSIDERATION

6.a. Approval to participate in the 2023-2024 Cannabis Tax Fund Grant Program. (Grant Amount: $250,000) (*Action Item*)

6.b. Award a contract to All City Management Services, Inc., for RFP No. S-1312 - Crossing Guard Services. (Cost: $302,076) (*Action Item*)

6.c. Approval of the Second Amendment to the agreement with the County of Orange to provide forensic services. (Cost: $640,743) (*Action Item*)

6.d. Authorize issuance of purchase orders to Autonation Ford Tustin, Villa Ford and Huntington Beach Ford for automotive parts. (Cost: $250,000) (*Action Item*)

6.e. Authorize issuance of a purchase order to National Auto Fleet Group for one (1) new Public Works CCTV van. (Cost: $489,610.50) (*Action Item*)

6.f. Authorize issuance of a purchase order to Nixon-Egli Equipment Co. for one (1) new asphalt paver. (Cost: $596,912.35) (*Action Item*)

6.g. Authorize the issuance of a purchase order to Hakker Equipment Co. for one (1) new Vactor Sewer Truck. (Cost: $638,015.58) (*Action Item*)

6.h. Authorize issuance of a purchase order to National Auto Fleet Group for seven (7) new Public Works Department utility trucks. (Cost: $664,766.26) (*Action Item*)

6.i. Award a contract to Parkwood Landscape Maintenance, Inc. for landscape maintenance services. (Cost: $950,753.93) (*Action Item*)

6.j. Award a contract to CEM Construction Corporation for the construction of the Anabel-Woodbury Water Improvement Project No. CP1287000. (Cost: $2,097,545) (*Action Item*)

6.k. Report for Be Well OC Mobile Response Team Program and approval of FY 23-24 through 27-28 Agreement with Be Well OC (Mind OC). (*Action Item*)

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

7.a. Update on the Civic Center Revitalization Project as requested by City Manager Kim.

7.b. Parks Master Plan Update as requested by City Manager Kim.

8. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, August 8, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

Happy Belated Birthday Council Member Nguyen

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	John Montanchez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Acceptance of Project No. 2163101280-2 Garden Grove Park Improvements Phase 2 located at 9301 Westminster Boulevard, Garden Grove, as complete. (*Action Item*)	Date:	7/25/2023

OBJECTIVE

For the City Council to accept Project No. 2163101280-2 Garden Grove Park Improvements Phase 2 located at 9301 Westminster Boulevard, Garden Grove, as complete.

BACKGROUND

On April 26, 2022, the City Council awarded a contract to Western State Builders, Inc., in the amount of $263,988 to complete the scope of work that included the installation of benches, storage and installation of new playground equipment, purchase and installation of new resilient surfacing, storage and installation of integrated shade canopies, adding concrete walkway, and electrical improvements that will allow for additional security lighting.

DISCUSSION

The contractor, Western State Builders, Inc., has completed the Garden Grove Park Improvements Phase 2 project in accordance with the plans, specifications, and other contract documents.

FINANCIAL IMPACT

There is no financial impact to the General Fund. The Project was completed within budget and funded by Citywide Park Fee funds. The retention payments will be released after recordation of the Notice of Completion.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. 2163101280-2 Garden Grove Park Improvements Phase 2 located at 9301 Westminster Boulevard, Garden Grove, as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Janet Pelayo
Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion Proj. No. 2163101280-2	7/20/2023	Notice	7.25.22_Notice_of_Completion_Project_No._2163101280-2_GG_Park_Improvement_Phase_2_(Playground)_(6).pdf

RECORDING REQUESTED BY

When Recorded Mail To:

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

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

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

PROJECT NO. 2163101280-2
GARDEN GROVE PARK IMPROVEMENTS – PHASE 2

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with Western State Builders, Inc., on the 26th day of April, 2022, 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 Project Manager has notified the City Council that he/she has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 25th day of JULY, 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 public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement herein above described and the use thereof after said completion; that the property herein above referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 2163101280-2
GARDEN GROVE PARK IMPROVEMENTS – PHASE 2

NAME OF SURETY on Labor and Material Bond is: Nationwide Mutual Insurance Company
500 North Brand Blvd., Suite 2000
Glendale, CA 91203
Tel No. (715) 530-3481

DATED this _____ day of _____ 20 ___

CITY OF GARDEN GROVE

By _____
City Manager
City of Garden Grove

ATTEST:

_____
City Clerk
City of Garden Grove

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the Project Manager for Project No. 2163101280-2.

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 July 25, 2023 *(Date)* at Garden Grove *(Place)*, California

_____
Janet Pelayo – Project Manager
Community Services Deputy Director

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of a purchase order to Eberhard Equipment for one (1) new Kubota Loader Tractor. (Cost: $78,344.26) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To secure City Council authorization to purchase one (1) new Kubota loader tractor from Eberhard Equipment through the Sourcewell Cooperative Purchasing competitive bid program, Contract #031121-KBA.

BACKGROUND

The Public Works Department has one (1) loader tractor that currently meets the City's guidelines for replacement and was approved in the adopted FY2023-24 budget. This vehicle is a 2007 Kioti tractor with 1994 hours, Serial#GT6500016.

DISCUSSION

Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment. Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #031121-KBA. The results deemed Eberhard Equipment as the lowest responsive bid.

Eberhard Equipment $78,344.26*

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The cost of $78,344.26 to acquire the tractor will be funded by the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of $78,344.26 to Eberhard Equipment for the purchase of one (1) new loader tractor.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Eberhard Equipment quote	7/10/2023	Backup Material	Eberhard_Equipment_quote.pdf
031121-KBA	7/20/2023	Backup Material	031121-KBA_Kubota_Contract_031121.pdf

Sourcewell
Utility Tractors & Mowers – 031121
CE and AG – 040319
Utility Vehicles 122220
Arkansas 4600041718
Delaware GSS-21673
Mississippi (CE Only) 8200056371
Mississippi 8200055841

L47TLB-LB WEB QUOTE #2686800
Date: 6/29/2023 4:34:16 PM
-- Customer Information --
Tapia, Luis
City of Garden Grove
mailto:luist@ggcity.org
(714)741-5386

Quote Provided By
EBERHARD EQUIPMENT
Froylan Araujo
2506 S. HARBOR BLVD.
SANTA ANA, CA 92704
email: faraujo@eberhardequipment.com
phone: 7143451104

-- Standard Features --

Kubota

Loader / Landscaper Series L47TLB-LB

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE
Model # V2403-CR-E4
Tier 4 Final Certified
4 Cyl., 148.5 cu. in.
47.1 HP Gross (SAE J1995)
44.7 HP Net (SAE J1349)
33.0 PTO HP
@ 2700 Eng. rpm
Direct Injection
Charging Output 45 Amps
12 V - 80 Amp Hour Battery
Dual Element Air Cleaner w/ cyclone Precleaner

HYDRAULICS
Open Center – Gear Type
Total Pump Capacity 25.0 gpm
Includes Power Steering
Front /Rear Remotes 11.8 gpm
BH Boom Swing Pump 6.6 gpm
Cat I 3-Point Hitch (Linkage Opt.)
24" Behind 2756 lbs.
@ Lift Points 3860 lbs.
Position Control

FRONT AXLE
Bevel Gear, 4WD
Hydrostatic Power Steering
Cast Iron - Heavy Duty
Tread Spacing, Nonadjustable

DRIVE TRAIN
HST Plus
3 Ranges
Low-Medium-High
Maximum Travel Speed 14.1 mph
Rear Differential Lock
Mechanical, Multiple Wet Disc Brakes
4 Wheel Drive

DIMENSIONS
Transport Length 234"
Width 71.2"
Height to ROPS top 95.1"
Wheelbase 72.5"
Ground Clearance 14.4"

POWER TAKE OFF
Hydraulic Independent Rear PTO
Running 540 rpm @ 2590 Eng. RPM
SAE – 1-3/8, 6 splines

SAFETY EQUIPMENT
Four Post ROPS / FOPS
Deluxe Seat w/retractable Seat Belt
Safety Start Switches
Electric Key Shut-Off
Parking Brake
SMV Sign

SELECTED TIRES
ALR9192 & ALR9195
FRONT - 27x10.50-15 R4 Titan Trac Loader
REAR - 15-19.5 R4 Titan Trac Loader TLB

FLUID CAPACITY
Fuel Tank 17.7 gal.
Crankcase 8.7 qts.
Engine Coolant 8.7 qts.
Transmission and
Hydraulics 12.2 gal.
Front Axle Case 7.4 qts.

LIGHTING
2 Halogen Headlight / Work Lights
2 Halogen Rear Work Lights
2 Tail Lights / Turn Signals

INSTRUMENTS
IntelliPanel™
Lighted Communications Symbols
Digital Display with Tachometer, Travel Speed, PTO Speed, Warnings, Maintenance Alerts, On-board Diagnostics

REAR AXLE
Heavy Duty Axle w/ Differential Lock
Helical gear final drives
Multiple Wet Disc Brakes

STANDARD EQUIPMENT
Four 55 W Halogen Work Lights
Electronic HST Transmission
Backhoe Crawling Mode
Full Flat Floor
Cast Steel Brake Pedal
Walk-through Step
Seat with Arm Rests
Seat Pivots In Place
Backup Alarm
Horn
Slanted Hood & Loader Arms
2 Lever Style Quick Coupler
Hydraulic Self-Leveling Loader
Braceless Loader Frame
Protected Hydraulic Hoses & Pipes
Bucket Level Indicator
Boom Lock
Arch Type Backhoe Boom
Independent Boom Swing Pump
Protected Hydraulic Hoses & Pipes
Thumb Bracket
Improved Inching Performance
High Quality Hydraulic Cylinders

-- Custom Options --

L47TLB-LB Base Price:	$70,252.00
(1) SINGLE LEVER QC/3RD FCTN VLV/TL1300V PNF TL1311-SINGLE LEVER QC/3RD FCTN VLV/TL1300V PNF	$749.00
(1) HYDRAULIC THUMB KIT K7545A-HYDRAULIC THUMB KIT	$3,839.00
(1) CLEVIS HITCH L-SERIES L9496G-CLEVIS HITCH L-SERIES	$101.00
(1) 24" QA TRENCHING BUCKET K7875A-24" QA TRENCHING BUCKET	$1,917.00
(1) 12" QA TRENCHING BUCKET K7872A-12" QA TRENCHING BUCKET	$1,416.00
(1) BOLT ON CUTTING EDGE FOR / TL1765A PNF TL1748A-BOLT ON CUTTING EDGE FOR / TL1765A PNF	$286.00
(2) AUXILARY WORK LIGHT FOR ROPS FRAME L8045-AUXILARY WORK LIGHT FOR ROPS FRAME	$386.00
(1) TOP-N-TILT KIT FOR L47 AND L45 TLB PNF L9554A-TOP-N-TILT KIT FOR L47 AND L45 TLB PNF	$1,031.00
(1) REAR REMOTE VALVE KIT / L45 & L39 L9553A-REAR REMOTE VALVE KIT / L45 & L39	$1,615.00
(1) Q.A. COUPLER / BT1400(V) /BT1000B(V) K7543A-Q.A. COUPLER / BT1400(V) /BT1000B(V)	$1,571.00
(2) RUBBER SHOE L9467-RUBBER SHOE	$314.00
(1) DRAWBAR HITCH L9475-DRAWBAR HITCH	$264.00
(1) 72" QC HEAVY DUTY ROUND BACK BKT/L47 PNF TL1765A-72" QC HEAVY DUTY ROUND BACK BKT/L47 PNF	$1,348.00
(1) 3P HITCH KIT / L39/L45 L3961-3P HITCH KIT / L39/L45	$640.00
(1) FRONT LOADER W/3RD FCTN VLV / L47TLB PNF TL1300V-FRONT LOADER W/3RD FCTN VLV / L47TLB PNF	inc.
(1) BACKHOE W/AUX HYD VALVE / L47TLB PNF BT1000BV-BACKHOE W/AUX HYD VALVE / L47TLB PNF	inc.
Configured Price:	$85,729.00
Sourcewell Discount:	($18,860.38)
SUBTOTAL:	$66,868.62
2Yr L47TLB-LB Extended Warranty (No Limit)	$1,400.00
2Yr BACKHOE W/AUX HYD VALVE / L47TLB PNF Extended Warranty	$650.00
Factory Assembly:	$530.00
Dealer Assembly:	$1,173.33
Freight Cost:	$1,018.75
PDI:	$400.00
Garden Grove Sales Tax 8.75 %	$6,303.56
Total Unit Price:	$78,344.26
Quantity Ordered:	1
Final Sales Price:	$78,344.26

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

Sourcewell

Solicitation Number: RFP #031121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control (including either pandemic or epidemic). A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds. . The Participating Entity must provide advance notification to Vendor if federal funds are being used for the purchase.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference. [Note - Vendor operates under California law and does not participate in or file Affirmative Action Plans.]

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. [Note – Vendor's products are not manufactured domestically and do not satisfy the second element of the Buy American Act test for domestically manufactured products.]

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Kubota Tractor Corporation
By: Jeremy Schwartz	By: Alex Woods
Jeremy Schwartz	Alex Woods
Title: Chief Procurement Officer	Title: Vice President
Date: 4/28/2021 | 12:20 PM CDT	Date: 4/28/2021 | 9:39 AM PDT

Approved:

By: Chad Coauette

Chad Coauette

Title: Executive Director/CEO

Date: 4/28/2021 | 12:30 PM CDT

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RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name:	Kubota Tractor Corporation
Address:	1000 Kubota Drive Grapevine, TX 76051
Contact:	Mike Spillars
Email:	mike.spillars@kubota.com
Phone:	817-532-5592
HST#:	95-2801513

Submission Details

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Submitter's IP Address:	74.84.168.187

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Kubota Tractor Corporation
2	Proposer Address:	1000 Kubota Drive Grapevine, TX 76051
3	Proposer website address:	www.kubotausa.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Alex Woods Vice President 1000 Kubota Drive, Grapevine, TX 76051 alex.woods@kubota.com PH: 817-756-1171
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rusty Pugh National Accounts Manager, Municipal and New Business 1000 Kubota Drive, Grapevine, TX 76051 rusty.pugh@kubota.com 817-716-3587
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Spillars National Accounts Business Development Manager 1000 Kubota Drive, Grapevine, TX 76051 mike.spillars@kubota.com 817-532-5592

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Who Kubota is, and will continue to be, is summed up in this statement; Kubota is passionate about, and dedicated to food, water, and life. Gonshiro Kubota demonstrated this with the founding of Kubota in 1890 as a casting company to serve a critical need for safe drinking water. In 1893 Kubota produced the first ever domestic cast iron pipes. Following WWII food was in short supply in Japan. Kubota developed the cultivator, a pioneering piece of equipment in the mechanization of agriculture and the revolution of the production of food. With small villages in Japan suffering from labor shortages, Kubota developed our first tractor to provide a stable and abundant food supply. In 1969 Kubota Corporation filled a void in sub-compact tractors by introducing its first tractor into the United States. The Kubota Tractor Corporation was formed in 1972 as a privately held corporation of Kubota Corporation, Osaka, Japan. It has been growing and expanding its offering in the United States ever since. Kubota Tractor Corporation serves Kubota Corporation as distribution in the United States for Kubota equipment. This includes all the products serving this contract in turf mowing and grounds maintenance equipment, tractors, and attachments, as well as compact construction equipment which includes excavators, skid steers, backhoes, wheel loaders and utility vehicles. Additionally, Kubota Corporation has a wholly owned subsidiary in Canada (Kubota Canada Limited "KCL"). KCL supports Canadian sales and distribution. Innovating products since 1890, Kubota continues today to innovate and bring new products and technology into the marketplace. One example is Kubota's revolutionary common rail system with exhaust gas recirculation (EGR), and diesel particulate filter (DPF) muffler. This combination produces more torque at low rpm's with less emissions and better fuel efficiency. This innovation is used across our products where possible. Another example is our inventive glide steer technology, found on our GR series of mowers. These mowers also feature Reverse Awareness Systems (KRS) for additional safety when mowing in reverse. These are but a few examples in action of Kubota's philosophy of creating new and innovative products that are dedicated to preserving our environment and life. Kubota continues to innovate and serve its customers today with the number one selling sub-compact tractor, mini excavator, diesel utility vehicle, and diesel engine in the United States along with a varied and respected product offering. Kubota's core values of dedication to food, water and life are tied to serving our customers. Our company is committed to working for the development of society by drawing on all our capabilities and know-how to offer superior products and technologies. Kubota's business philosophy and primary objective is not sales and profits, rather, to win the trust of our customers and contribute to society in a growing number of ways. Everything we do is for the customer and this can be seen below in the "Kubota Promise". a. Produce state of the art, quality products b. Lead the industry in engineering and technological firsts c. Respect the environment and protect our customer's safety d. Provide uncompromising service e. Listen and respond to the customer's needs f. Value each customer relationship with integrity and respect g. Support professional dealers and retailers h. Manage with vision and leadership Since our founding in 1890, Kubota continues to be a global leader in the products we produce and the markets we serve. Food, water, and the environment are indispensable for human beings. Kubota is looking to the future to support earth and humanity. By contributing products, like the utility vehicles in this proposal, and creating a superior living environment through superior products, technologies, and services, Kubota is living out its core values and business philosophy of being passionate about, and dedicated to food, water, and life.

8	What are your company's expectations in the event of an award?	If awarded the Sourcewell contract number 031121, Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States and Canada. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota will build into dealer training meetings, Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible. Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Manager for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support. Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talkin' Tactics Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Financial information has been attached. These documents include general information such as Dun and Bradstreet number and Federal I.D numbers as well as more specific financial information such as creditors and banking information. Beyond the numbers is more tangible evidence of strength and stability. Kubota can demonstrate this financial strength and stability in multiple ways. Kubota pays dividends on its stock. Dividends attract long-term investors and offering them is a sign of financial stability. Additionally, in 2020, Kubota announced a multi-year strategic alliance with Microsoft. Kubota is migrating its IT infrastructure and SAP mission-critical systems onto Microsoft's trusted cloud platform. This investment in long-term company infrastructure streamlines business operations, accelerates innovation, and shifts towards a solution provision model. Furthermore, this investmbint not only demonstrates financial strength and stability, it allows Kubota to develop AI-based solutions for businesses in the area of food, water, and the environment. Kubota Tractor Corporation's parent company, Kubota Corporation, carries an AA-issuer rating as well as a Long-Term Issue rating of AA-. This very high credit worthiness is supported by excellent factors. The short-term rating is a-1+. This rating denotes a high certainty of fulfillment of short-term obligation. In closing, a copy of the most recently available full year financial report has been included in documentation.
10	What is your US market share for the solutions that you are proposing?	Kubota has approximately 34% market share for the solutions being proposed.
11	What is your Canadian market share for the solutions that you are proposing?	Kubota's Canadian market share data mirrors that of the United States.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Kubota has never petitioned for bankruptcy protection.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Distributor. Kubota Tractor Corporation was incorporated under the laws of the state of California and is a wholly owned subsidiary of the holding company Kubota North America Corporation which is wholly owned by Kubota Corporation, a Japanese Corporation. Kubota Tractor Corporation and Kubota Canada Ltd sell Kubota equipment to the Kubota dealer network of over 1,100 independently owned Kubota dealerships. These dealers service and sell Kubota products in all 50 states and throughout Canada.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	No licenses and certifications are required to be held by Kubota. However, our commitment to environmental excellence is witnessed in achieving our ISO 14001 environmental certifications. ISO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved ISO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota's commitment to excellence in quality in design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota's operational excellence and our certifications.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None. There have been no suspensions or debarment in the past ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *

16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 • Landscape Business "Twenty for 2020 New Products Award • Pro Tool Innovation Awards – SZ series stand-on mowers • Rental Equipment Register 2020 "Innovative Product Award" – SVL65-2 • Pro Tool Innovation Awards – RTV-XG850 • Diesel International "Diesel of the Year" V5009 – first ever won by a Japanese manufacturer for this European award • "2020 Machine of the Year" Agraheute Audience Choice Award– M7003 • Georgia US Department of Economic Development GEAR Award Transportation Equipment Manufacturer of the Year. 2019 • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports (ranked number one every year since 2004). • The North American Dealers Association (NAEDA) Dealers-Manufacturers survey has ranked Kubota number one, six years in a row. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program". The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions. • Equipment Watch - Kubota U35-4 compact excavator wins Highest Retained Value Award. • Excellence Award in Environmental Reporting - 23rd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum. 2018 • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Excellence Award - CASBEE Sakai Environmental Building Awards for promoting environmentally buildings. • BLUE PROPER Award - Environment Minister Indonesia. This rating is only for companies found operating 100 percent in compliance with environmental regulations. • Green Award - Kubota Environmental Engineering (Shanghai) - Chinese Environmental Conference. • KBS Kubota Co., Ltd. - Environmental Contribution Award presented at the 2018 Logistics Awards sponsored by the Japan Institute of Logistics Systems. • Excellence Award in Environmental Reporting - 22rd annual Environmental Communication Awards co-sponsored by the Japanese Ministry of the Environment and the Global Environment Forum. 2017 • AE50 Outstanding Innovation Award – RTV X1140 Utility Vehicle • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • OEM Off-Highway Research – Worlds #1 selling compact excavator. • Green Industry Award from the Thai government. • Kubota obtained the highest rated "A-List Company" in "CDP Water Security Program" in 2017. The CDP is an international non-profit organization that conducts researches against companies and governments to reduce greenhouse gases and emissions. • AGRITECHNICA 2017 – Vicon Extra 7100T GEOMOW – Machine of the Year. • iF International Forum - Design Award – M7001 series 2016 • Japan Institute of Design Promotion – FY2016 Good Design Award. • Best-selling diesel utility vehicle in North America – Power Products Marketing North American Utility Vehicle Market Reports. • OEM Off-Highway Research – Worlds #1 selling compact excavator.
17	What percentage of your sales are to the governmental sector in the past three years	Government and education collectively comprise approximately 45% of Kubota's national accounts program reporting.
18	What percentage of your sales are to the education sector in the past three years	Government and education collectively comprise approximately 45% of Kubota's national accounts program reporting.

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell cooperative purchasing contract – 2020 - $34.5mm, 2019 - $33.8mm, 2018 - $26.3mm BuyBoard – 2020 - $8.03mm, 2019 - $9.9mm, 2018 – no contract HGAC cooperative purchasing contract - 2020 - $306k, 2019 - $595k, 2018 - $656k MAPO cooperative purchasing contract - 2020 - $1.4mm, 2019 - $1.7mm, 2018 - $1.16mm Louisiana state contract - 2020 - $199k, 2019 - $3.4mm, 2018 - $3.41mm Oregon state contract - 2020 - $396k, 2019 - $1.2mm, 2018 - $860k New York state contract (adopted Sourcewell contract, volume is included in Sourcewell totals) Pennsylvania state contract - 2020 - $2.07mm, 2019 - $2.2mm, 2018 - $44k
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kubota has multiple dealers holding General Services Administration contracts and can be found on https://www.gsaadvantage.gov/advantage/ws/main/start_page?store=ADVANTAGE. While dealer overall sales volumes are visible to Kubota, dealer GSA sales volumes are not reported Kubota.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Lodi Unified School District	Eric Wise	209-712-6346
Eugene Water and Electric Board	Gary Lentsch	503-484-2411
Samaritan's Purse	Matt Libby	207-551-8292
New York State Natural Heritage Trust	Bill Bohach	631-323-2440
Auburn University	Malcomb Pegues	251-928-2740

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Village of Holley	Government	New York - NY	Construction and grounds maintenance equipment - Kubota equipment purchases	$25,000-$50,000	$763,406
Miami Dade Parks and Recreation	Government	Florida - FL	Construction and grounds maintenance equipment - Kubota equipment purchases	$25,000-$50,000	$498,766
City of Greensboro	Government	North Carolina - NC	Construction and grounds maintenance equipment - Kubota equipment purchases	$25,000-$50,000	$384,395
Town of Fallsburg	Government	New York - NY	Construction and grounds maintenance equipment - Kubota equipment purchases	$25,000-$50,000	$355,798
City of Athens	Government	Alabama - AL	Construction and grounds maintenance equipment - Kubota equipment purchases	$25,000-$50,000	$342,345

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Kubota's sales force is strong and contains employees of our company as well as that of our dealer network numbering over 1,100 locations. Sales coverage is in place for all 50 states as well as Canada by both our dealers and Kubota commercial sales team. Our typical dealer averages four sales representatives leading to dealer sales representation that conservatively averages over 4,000 representatives. Kubota in Canada has 154 dealer locations with similar sales force averages. Additionally Kubota directly employs 51 region sales managers, five district sales managers, and five division sales managers. This Kubota sales force is essential for educating and instructing dealers in promoting and supporting government and education entities. This combined sales effort will also drive new Sourcewell member growth and engagement.
24	Dealer network or other distribution methods.	Kubota has five divisions in the United States that is served by three distribution warehouse in Georgia, Kansas, and California. These centers serve and support over 1,100 Kubota dealers serving all fifty states in the United States. In Canada, Kubota has 154 dealers who serve all of Canada.
25	Service force.	Kubota places a high level of importance on quality, dependability, and service support. In fact, Kubota dealers average over twice as many service technicians as sales representatives. With each Kubota dealer averaging 9 service technicians, Kubota's dealer network averages over nine thousand service representatives in the United States. Many of these have mobile service vehicles. Kubota's Canadian dealer network has similar averages of service technicians in its 154 dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. This factory training is facilitated by the Kubota corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Kubota has created a one-step process for customer service for Sourcewell members. Sourcewell members with one call or email can easily access parts, service, warranty work, or training locally with their servicing dealer. Kubota dealers are ready to make the process simple and quick for Sourcewell members. Dealers are responsible to in turn work with Kubota directly to provide the best parts and service turnkey solution for Sourcewell members. Our customer service model places the responsibility on the dealer, not the Sourcewell member, to understand and deal with the processes behind the scenes. Kubota's high expectations of its dealer networks extend to customer service and helping Sourcewell members with this quick and easy customer service process.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kubota will provide service and support to Sourcewell members in all 50 states in the United States.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide to Sourcewell members service and support in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions in the United States or Canada. There are no participating Sourcewell entities that Kubota will not be fully serving.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating Sourcewell entities that Kubota will not be fully serving. Kubota will support all Sourcewell members equally and fully.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Growth in government, non-profit, and education verticals has become a priority for Kubota corporately. Part of our strategy to grow these verticals is to track performance in these areas. Performance is now measured and is a key performance indicator for the Kubota corporate and region sales team and incorporated into their individual management plans. This demonstrates Kubota's commitment and desire for marketing our Sourcewell contracts locally, regionally, and nationally. We will leverage our extensive dealer network and corporate sales team to promote Sourcewell at all levels. For local marketing, Kubota will ensure our 1,100 plus dealers are made aware immediately of this contract if awarded. An electronic dealer sales bulletin will be issued that will update our entire dealer network as soon as possible. This puts several thousand Kubota dealer sales team members into motion marketing our contract locally if a contract is awarded. Further, Kubota will incorporate the new Sourcewell Supplier Portal into our dealer training and encourage dealers to utilize this tool. This portal will help our dealers sales teams as well as Kubota's corporate sales team get what they need, when they need it for information regarding our Sourcewell contracts. Engaging and supporting our dealers will drive marketing Sourcewell on a local level. Kubota's in-house, full-time marketing team will assist in creating engaging marketing materials as needed for dealers. Setting up dealers for success will ensure successful marketing at the local level. To this previous point, dealer training will be a priority in marketing this contract. We will incorporate this contract, if awarded, into our web-based dealer training. An important part of this training is leveraging our dedicated web-based dealer quote tool specifically designed for our Sourcewell contracts. This quote tool is prepopulated by Kubota with the agreed upon products and pricing to help eliminate errors in pricing to Sourcewell members. This helps dealers focus solely on marketing to Sourcewell members and building quick and accurate turn-key solutions. Part of contract engagement is also making our dealers aware of and encouraging dealers to participate in local Sourcewell events. Our corporate national accounts team attends local, regional, and national Kubota dealer meetings to market Sourcewell and make sure our dealers are fully equipped to support Sourcewell members. Kubota corporately will take ownership of marketing Sourcewell on a regional and national basis. Our dedicated National Account Manage for Municipal and New Business will drive our marketing, promoting, and supporting events in government entities; public and private, K-12 schools, colleges, universities, and non-profit organizations. Kubota is an eco-system of high expectations. We will carry these high expectation into marketing Sourcewell solutions.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Kubota has integrated digital resources into dealer training and education to support current Sourcewell contracts and this current proposed solution. Training videos are available online to help dealers understand and identify how to serve Sourcewell members and grow our business utilizing the Sourcewell contract. Dealers are instructed in how the process works and can be integrated into their individual dealer sales plans. Additionally, we have created dealer facing quotation tools dedicated to our Sourcewell contract to ensure ease of use and accuracy of information provided to Sourcewell members.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Kubota views Sourcewell as a partner in promoting a contract that would arise from this RFP. Kubota's experience is in the products, services and turnkey solutions we have created for the Grounds Maintenance contract. Sourcewell's experience is in facilitating competitive solicitations leading to solutions that empower community success. This partnership between Sourcewell and Kubota would deliver a world class, turnkey solution to Sourcewell members if a contract arises from this RFP. Sourcewell is our partner for contract adoption, promotion, and education. Kubota will partner with Sourcewell in seeking state adoption and acceptance of Sourcewell solutions. Sourcewell partnering with us in GTKU's has been and will continue to be effective in dealer sales education. We expect Sourcewell to continue creating content and marketing material we can use to promote Sourcewell in general and our solution specifically. We expect Sourcewell to continue engaging our dealers in person at our annual dealer meetings. Lastly, we will continue to expect to rely on our contract manager for input and guidance regarding our solutions. We expect a partnership in promoting, educating, and engagement so both organizations grow together.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	An e-procurement system is not currently in place. However, Kubota does use an e-quoting tool to ensure speed and accuracy for Sourcewell members. The complexity and customization involved in building solutions for Sourcewell members requires a consultative approach to best design individualized solutions for Sourcewell members. Working with dealers to fully understand the local terrain and environment, as well as taking advantage of the expertise of our local dealer network best serves Sourcewell members. The ability to use local dealers to tailor local member requirements with the available products, options, and services for Sourcewell members provides a distinct advantage over e-procurement.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is available for all products found in this contract through our dealer network. Training is tailored to the Sourcewell member's existing knowledge and requirements. Operator training is provided for every member upon delivery of each product. More advanced levels of training are available upon request. Other training such as additional on-site training may be requested by Sourcewell members. This training may be discussed with dealers and provided as an additional line-item in a Sourcewell member quote.
37	Describe any technological advances that your proposed products or services offer.	Innovation in technology is common and ongoing within our company. Kubota utilizes fuel efficient engine systems (water cooled diesel common rail systems and gasoline EFI). This is advanced electronic fuel injection systems which is an advancement from carburetors. EFI systems are more fuel efficient, constantly adjusting for air to fuel ratios. This burns less fuel and creates less pollutants and waste. Kubota also uses electronic fuel injection, otherwise known as common rail systems, in our diesel engines. Common rail systems and our Kubota Eco-Plus system prioritizes fuel economy, lowers noise and excess vibration providing for the health of the operator and our environment. Because of our technological advances, many of our competitors choose to use Kubota engines in their products. Concerning lawn, garden, and grounds maintenance care, Kubota's mulching systems on all products improve grass health, not requiring disposal. Kubota's technological advances are focused on fuel efficiency, reducing waste, pollution, and improving not just products performance, but improving our environment.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Kubota's has a deep commitment to green initiatives. In 1995 Kubota began the internal Environmental Audit System for environmental protection in accordance with standards stricter than existing laws and regulations and towards continuous environmental improvement. All domestic establishments achieved ISO 14001 environmental certifications from the International Organization for Standardization. In 2010 Kubota was certified as an Eco-First Company by Japan's Ministry for the Environment. The Kubota Group has established a Kubota Group Environmental Charter as well as involvement with environmental conservation activities and setting medium and long-term environmental conservation targets. These targets have resulted in actions that have achieved results. 2019 in comparison to 2014 has achieved the following results. CO2 emission per unit produced has been reduced by -17.1%. Energy use per unit of production was reduced by -14.3%. Waste discharge has reduced by -10% per unit of production. Water consumption per unit of production was reduced by -19.5%. VOC's (volatile organic compounds) was reduced per unit of production by -38.1% Our long-range plans and immediate actions of the present demonstrate Kubota's commitment to reducing CO2 and VOC emissions, reducing waste, conserving water, and preserving our environment. "For Earth, For Life", it is more than our motto, it is what we do. https://www.kubota.com/sustainability/environment/active/index.html
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All products in the proposed solution meet or exceed the highest applicable Environmental Protections Agency requirements and certifications.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	No proposal for this section.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	A unique attribute to Kubota is its blending of commitment to the environment with its commitment to improving our products. Progress and advancements in technology, design, and safety enhancement, go hand in hand in product improvements with environmental considerations in mind. Kubota designs safety into our products. 3M activity or method, man, machinery is employed in our design. Further, ISE or inherently safe equipment is a better choice compared to machinery lacking similar design considerations. This is, machinery designed with fewer ways of causing harm. Seeking continuous improvement is foundational to Kubota's philosophy and practice. Our company employs DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence and continuous improvement. 5-gen and PDCA (plan, do, check, act) continuous improvement is used in manufacturing and operations. Hydrostatic power steering, common rail systems, and reverse awareness systems and cameras, are just a few of the many, many features, all introduced and interwoven as a result of a focus on enhanced safety, performance, and concern for the environment. This is a unique attribute in our industry. Lastly, Kubota manufactures and/or markets products in more than 130 countries. This footprint that extends around the globes allows our company to pool "best practices" from across many languages, cultures, and geographic regions. We pool these ideas and innovations and share them across the entire business. This unique attribute of viewing people, products, and the environment as interrelated and global, is a unique attribute shared with Sourcewell members. Kubota is more than part of a supply chain; Kubota is part of a global value chain.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes. Warranty documents providing detail are included in this proposal.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not under the coverage of warranty. However, if Kubota issues a recall there may be reimbursement for travel time and/or mileage paid to the dealer/technician.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every authorized Kubota dealer is required to have one factory trained technician on staff. With 1,100 dealers in the United States with coverage in all 50 states as well as 154 dealers in Canada, Kubota dealers are well positioned to serve Sourcewell members with factory trained technicians. Kubota dealers are responsible to service and support all sales made by the dealer. Service for warranty repairs for Sourcewell members are made by the servicing dealer. Should, on a rare occasion, a dealer have difficulty due to remoteness or other circumstance, Kubota and the servicing dealer will work together to find resolution.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No items in our proposal are made by other manufacturers. Kubota is the sole manufacturer for all products in our proposal. All Kubota products are covered by a Kubota warranty.
47	What are your proposed exchange and return programs and policies?	All sales are final. However, at its discretion, Kubota may choose to work with a Sourcewell member if they purchase a product that is not matched to their needs. Kubota reserves the right to accept or deny any request for returns or exchanges. Please note, Kubota's number one dealer rating six years in a row by The North American Dealers Association (NAEDA) Dealers-Manufacturers survey speaks to our ability and willingness to resolve most any issue that arises. Lastly, any items found to be warrantable will be provided for under the terms of the warranty statement.
48	Describe any service contract options for the items included in your proposal.	Service contract options will be quoted as Open-Market items by local Kubota dealers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Terms of sale are net thirty days.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The proposed order process is established to best support Sourcewell members by letting members work closely with their local supporting Kubota dealers throughout the order process. Kubota dealers are included in our response. The process flow below describes both the Sourcewell member order process as well as the internal order process between Kubota and dealers. Sourcewell member process flow: • Sourcewell members contact their local Kubota dealer or Kubota Tractor Corporation directly for a quote. Additionally, Kubota dealers proactively marketing the Sourcewell contract may become aware of a need or quote request. If non-Sourcewell members request a quote, dealers have been instructed how to help prospective and qualifying non-members become a Sourcewell member. • The local Kubota dealer will provide the existing or new Sourcewell member with a Kubota authorized Sourcewell quote. This quote is created using the Kubota authorized dealer quote tool. • If Sourcewell members decide to move forward and acquire a Kubota product, Sourcewell members will issue a purchase order made to the Kubota dealer. • The servicing dealer will fulfill the order either from their dealer inventory, or the dealer will order the product from Kubota in the event the product is not located in the servicing dealer inventory. • The product is shipped to the Kubota dealer for the required inspections and any preparation needed for the Sourcewell member. • Delivery is coordinated with the Sourcewell member and upon delivery, operating instructions are reviewed and dealers assist with all needs and questions by the Sourcewell member. Sourcewell member satisfaction is ensured before the process moves on. The process continues and turns internally between Kubota and dealers. Kubota/Dealer process flow: • Dealers will settle the purchased unit indicating the sale is to a Sourcewell member in order to receive credit for the sale. • The supporting dealer will provide Kubota the quote as well as the Sourcewell member purchase order for reference. • Kubota will create quarterly reports for dealer sales to Sourcewell members. Kubota will submit this report to Sourcewell quarterly. • Kubota makes payment to Sourcewell based on the agreed upon administrative fee. For reference, this process is the currently established process for Sourcewell contract 040319.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step. The discount from published list price is as follows: Tractors B series – 22% BX series – 22% L series – 22% M series – 22% Turf F series – 22% GR series – 22% T series – 22% Z series – 22% TLB series - B26, L47 & M62 – 22% Land Management Disc mowers – 22% Rotary tedders – 22% Rotary rakes – 22% Spreaders – 22%
55	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota offers best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Requests for open market "sourced" or non-standard items can be added to Sourcewell members quotes at their request. Acceptance of these quoted sourced/non-standard items will be at the discretion of Sourcewell members.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs transparency prior to acquisition. These items will be shown clearly as line items on the quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rate will vary due to regional economic differences (e.g. Seattle, WA labor rates are typically higher than Greenville, SC). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor rate relative to $100/hr. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a BX1880 tractor weighs 1,407lbs, an M6 tractors weighs 11,387lbs). These will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. This solution best address the logistical variances in supporting all Sourcewell members equally.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition.

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	A unique aspect of Kubota's distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Sourcewell members within our 1,100+ location dealer network. This allows for Sourcewell members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehouses (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to Sourcewell members. Additionally, have a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Kubota self-audits multiple product group's regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing accuracy. These multiple layers of self-audit and review elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Kubota proposes paying a 1.5% administrative fee of total sales less freight, assembly fees, and pre-delivery inspection fees for Kubota products only.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The solutions being proposed by Kubota are broad and encompassing of professional grounds maintenance requirements. Kubota's turnkey solutions of whole goods, equipment, attachments, accessories, and related services as they relate to grounds maintenance is well established around the world for both professionals and consumers. Kubota offers in this proposal turf management with walk-behind mowers as small as 21 inches in cutting width up to over 13 feet in cutting width using disc mowers and many various sizes in between. This solves for mower cutting jobs as small as imaginable while providing extensive cutting widths across the range of 21 inches to 13 feet. Our solutions solve for the smallest and tightest areas (zero turn mowers) in grounds maintenance in and around walkways, landscaping, lawn and garden maintenance, up through large tracts of acreage needing to be maintained. This proposal includes small walk behind mowers, small riding mowers, mid-size lawn and garden tractors, commercial zero–turn mowers in both gas and diesel. All of these products are built by Kubota and Kubota engineered for professional performance. This proposal also includes a wide variety of tractors, attachments, and accessories. These tractors range in size from 1,407lbs to 11,387lbs. This range empowers Sourcewell members with a comprehensive selection of tractors and attachments suited to their specific needs. The tractors come with a sweeping assortment of accessories and attachments. These include but is not limited to, loaders, backhoes, buckets, grapple buckets, snow blowers, sweepers, a wide range of mower decks and grass mulching and catchers, forklift attachments, straight blades, angled blades. The loaders and backhoe options in this proposal offer ground engaging ability to dig, push and move material in professional grounds maintenance. Fork lift attachments for tractors provide forklift capability for moving product as needed. Lastly, while our mowing solutions maintain small to medium land size, our land management solutions solve for maintenance of large swaths of acreage. This is done with next generation disc mowing that moves on from sickle bar mowing. Disc mowing is better suited to fine-stemmed grasses leaving a clean evenly maintained area. With our many models, sizes, and series, of disc mowers, tedders, rakes, etc., along with options, accessories, attachments, and services, this proposal is broad in scope and robust enough to support any professional grounds maintenance requirements.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Along with the many various whole goods in this proposal is a long list of attachments, accessories, options, and services. These may be referred to as subcategories. The literature provided in additional documents shows these subcategories in better detail.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	(•) Yes ( ) No	Full spectrum of lawn, sod, grounds, and garden equipment and tools.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	(•) Yes ( ) No	Our solutions (ground engaging) can be used to install irrigation systems
68	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	The products we offer in our proposed solution can be used for grounds maintenance along waterfront areas.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	(•) Yes ( ) No	Full assortment and wide variety of attachments and accessories for grounds maintenance as well as service and training.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Kubota produces multiple sales reports on a monthly basis including our sales volume numbers for the Sourcewell contract. Our main report is the National Accounts Month End report. This report lists all of our sales through the national accounts programs in terms of dollar volume and model mix. Kubota Executives, Middle Management and Field Sales reps review the report(s) and monitor their dealer and dealer group performance with the Sourcewell contract. We also produce a contract usage report that is sorted by Region Sales manager so that each RSM has visibility to the dealers under his responsibility that are and are not using the contract to its fullest potential. Corrective action in the form of sales training is created for underperforming dealers. Sourcewell is a specific call out line item on all National Account sales reports and is thoroughly reviewed by all levels of management for increased monthly/yearly performance.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	Serviceability in the way of after sale support for Sourcewell members is easy and robust. With an extensive dealer network across the United States and Canada waiting to support Sourcewell members, the serviceability of the solutions proposed by Kubota is comprehensive. Local dealers will provide local expertise for parts, warranty work as well as regular service internals as needed. Our dealers are experts in our products. Sourcewell members will be able to sit down with these localized experts and map out any turnkey solution needed. Every Kubota dealer is required to have a factory trained technician on staff. To support this, Kubota dealers are required to participate annually in service school training. To also help ensure a high level of serviceability for parts, Kubota has added a parts component to measuring our dealers performance. The goal is to incentivize Kubota dealers to have parts on the shelf when needed. Parts on the shelf, factory trained technicians, and local experts in the solutions in this proposal ensure a high level of serviceability and dependability waiting for Sourcewell members.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Advancements are ongoing and constant as is total operational improvement. Some examples of our advancements follow here. Kubota has developed Reverse Awareness Systems for our GR series of mowers. These advancements enhance safety when mowing in reverse. Regarding life-cycle and longevity, Kubota offers multiple year warranties as standard for many products. For products with standard one year warranty's, most all products have extended warranty's available to Sourcewell members. Another advancement is Kubota's exclusive "Swift-Tach" loaders which allow for safe and easy removal and installation. "Swift-Connect" backhoes are likewise designed and performance matched for ease and safety. Another example of an advancement is the industry-exclusive optional one-lever quick couplers found on the LX series of tractors in this proposal. Likewise is the industry-exclusive mechanical self-leveling kit for easier material handling capabilities. Kubota engines with their next generation common rail systems and electronic fuel injections are examples of advancements that improve fuel cost savings and environmental enhancement. Throughout Kubota's product offering, our products are engineered to provide durable long life that reduce down time as well as minimize lifetime costs. The previous are but a few of the product advancements that will serve Sourcewell members.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rusty Pugh, National Account Manager Municipal and New Business, Kubota Tractor Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_ Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	☑	2
Addendum_10_ Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	☑	1
Addendum_9_ Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	☑	1
Addendum_8_ Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	☑	2
Addendum_7_ Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	☑	1
Addendum_6_ Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	☑	1
Addendum_5_ Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	☑	1
Addendum_4_ Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	☑	1
Addendum_3_ Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	☑	2
Addendum_2_ Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	☑	1
Addendum_1_ Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	☑	1

DocuSign Envelope ID: 40429D94-F635-44BD-A539-16DC297C80D9

AMENDMENT #1
TO
CONTRACT #031121-KBA

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Kubota Tractor Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services, to Sourcewell and its Participating Entities, effective April 28, 2021, through April 30, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. Section 6. Participating Entity Use and Purchasing–Subsection B. Additional Terms and Conditions/Participating Addendum, of the Contract, is deleted in its entirety and replaced with the following:

   B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between Participating Entity and the Vendor, or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Director of Operations/CPO
Date: 4/22/2022 | 11:25 AM CDT

Kubota Tractor Corporation

DocuSigned by:
By: Rusty Pugh
Rusty Pugh, National Accounts Manager
Date: 4/22/2022 | 8:27 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
Chad Coauette, Executive Director/CEO
Date: 4/22/2022 | 11:37 AM CDT

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 National Auto Fleet Group for two (2) new trucks for the Custodial section in the Public Works Department. (Cost: $81,836.74) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To secure City Council authorization to purchase two (2) Public Works Department vehicles from National Automotive Fleet Group through the Sourcewell Purchasing Competitive Bid Program, contract 091521-NAF.

BACKGROUND

The Fiscal Year 2023-2024 budget included the purchase of two (2) regular cab half ton pick up trucks to support Custodial Services to perform operational duties and transport equipment to various City facilities. In the past, this section has had to borrow vehicles from other sections or utilize vehicles that were aged-out of the fleet.

DISCUSSION

A bid was obtained for two (2) 2024 Chevrolet Silverado 1500 trucks through Sourcewell Cooperative Purchasing, who nationally solicits, evaluates and awards contracts under contract 09152-NAF. Past experience has shown that that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

National Auto Fleet Group $81,836.74*

*This price is for both trucks and includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. These additions to the City fleet were included in the Fleet Fund's Fiscal Year 2023-2024 operating budget. Total cost for these vehicles will be $81,836.74. Future replacement costs for the vehicles will be

factored in and collected through the equipment rental rate during the budget process.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order for $81,836.74 to National Auto Fleet Group for the purchase of two (2) new vehicles.

By: Rafael Robles, Custodial Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Quote	7/11/2023	Backup Material	National_Auto_Fleet_Group_quote_for_Custodial.pdf
091521-NAF	7/20/2023	Backup Material	091521-NAF_National_Auto_Fleet_Contract_091521.pdf

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/1/2023

Quote ID: **24695**

Order Cut Off Date: **TBA**

Mr Steve Sudduth
City of Garden Grove

11222 Acacia Parkway

Garden Grove, California, 92840

Dear Steve Sudduth,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2024 Chevrolet Silverado 1500 (CC10703) 2WD Reg Cab 126" Work Truck 6.6' Box,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	$38,305.00	$37,503.10	2.093 %	$75,006.20	$1,603.80
Tax (8.7500 %)		$3,281.52		$6,563.04	
Tire fee		$8.75		$17.50	
Transportation		$125.00		$250.00	
Total		$40,918.37		$81,836.74	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

Sourcewell Quote ID: 24695

Name
Mr Steve Sudduth
(714) 741-5390
stevesu@ci.garden-grove.ca.us

Organization Name
City of Garden Grove

Address
11222 Acacia Parkway
Garden Grove California
92840

Order Cut Off is TBA

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
FE9	Emissions, Federal requirements
NB8	Emissions override, California
ENGINE	
Code	**Description**
L3B	Engine, TurboMax, (STD)
TRANSMISSION	
Code	**Description**
MFC	Transmission, 8-speed automatic, electronically controlled, (STD)
AXLE	
Code	**Description**
GU6	Rear axle, 3.42 ratio
PREFERRED EQUIPMENT GROUP	
Code	**Description**
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	**Description**
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel, (STD)
TIRES	
Code	**Description**
QBN	Tires, 255/70R17 all-season, blackwall, (STD)
SPARE TIRE	
Code	**Description**
QBR	Tire, spare 255/70R17 all-season, blackwall, (STD)
PAINT	
Code	**Description**
GAZ	Summit White
SEAT TYPE	

Code	Description
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	**Description**
H2G	Jet Black, Vinyl seat trim
RADIO	
Code	**Description**
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
PEB	WT Value Package, includes (PCV) WT Convenience Package and (Z82) Trailering Package
PCV	WT Convenience Package, includes (AKO) tinted windows, (C49) rear-window defogger and (K34) cruise control
Z82	Trailering Package, includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance
JL1	Trailer brake controller, integrated
CGN	Chevytec spray-on bedliner, Black, (does not include spray-on liner on tailgate due to Black composite inner panel)
AKO	Glass, deep-tinted
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted
C49	Defogger, rear-window electric
CTT	Hitch Guidance, dynamic single line to aid in trailer alignment for hitching
R9L	Deleted 3 Years of Remote Access.
5H1	Key equipment, two additional key fobs
OPTION DISCOUNT	
Code	**Description**
___	Option/package discount
NOTE	
Code	**Description**
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **

2024 Fleet/Non-Retail Chevrolet Silverado 1500 2WD Reg Cab 126" Work Truck 6.6' Box

WINDOW STICKER

2024 Chevrolet Silverado 1500 2WD Reg Cab 126" Work Truck 6.6' Box

CODE	MODEL	MSRP
CC10703	2024 Chevrolet Silverado 1500 2WD Reg Cab 126" Work Truck 6.6' Box	$36,800.00
	OPTIONS	
FE9	Emissions, Federal requirements	$0.00
NB8	Emissions override, California	$0.00
L3B	Engine, TurboMax, (STD)	$0.00
MFC	Transmission, 8-speed automatic, electronically controlled, (STD)	$0.00
GU6	Rear axle, 3.42 ratio	$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel, (STD)	$0.00
QBN	Tires, 255/70R17 all-season, blackwall, (STD)	$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall, (STD)	$0.00
GAZ	Summit White	$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	$0.00
PEB	WT Value Package, includes (PCV) WT Convenience Package and (Z82) Trailering Package	$1,045.00
PCV	WT Convenience Package, includes (AKO) tinted windows, (C49) rear-window defogger and (K34) cruise control	INC
Z82	Trailering Package, includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance	INC
JL1	Trailer brake controller, integrated	$275.00
CGN	Chevytec spray-on bedliner, Black, (does not include spray-on liner on tailgate due to Black composite inner panel)	$545.00
AKO	Glass, deep-tinted	INC
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted	INC
C49	Defogger, rear-window electric	INC
CTT	Hitch Guidance, dynamic single line to aid in trailer alignment for hitching	INC
R9L	Deleted 3 Years of Remote Access.	($300.00)
5H1	Key equipment, two additional key fobs	$45.00
___	Option/package discount	($2,000.00)
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$36,410.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,895.00
TOTAL PRICE	**$38,305.00**

Est City: 19 (2023) MPG
Est Highway: 22 (2023) MPG
Est Highway Cruising Range: 528.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine.)
Rear axle, 3.42 ratio

EXTERIOR

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
Tires, 255/70R17 all-season, blackwall (STD)
Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

BODY CODE

Durabed, pickup bed

GVWR

GVWR, 6700 lbs. (3039 kg) (Requires 2WD Regular Cab Standard Bed model.)

ADDITIONAL EQUIPMENT

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
Rear wheel drive
Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
Frame, fully-boxed, hydroformed front section
Suspension Package, Standard
Steering, Electric Power Steering (EPS) assist, rack-and-pinion
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill
Exhaust, single outlet
Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
Bumpers, front, Black (semi-gloss)
Bumpers, rear, Black (semi-gloss)
CornerStep, rear bumper
Cargo tie downs (12), fixed rated at 500 lbs per corner
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
Taillamps with incandescent tail, stop and reverse lights
Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)
Glass, solar absorbing, tinted
Door handles, Black
Tailgate and bed rail protection cap, top
Tailgate, standard
Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
Tailgate, gate function manual, no EZ Lift
Sirius XM, delete
Audio system feature, 2-speaker system (Requires Regular Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone, connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Seat trim, Vinyl

Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Steering column, Tilt-Wheel, manual with wheel locking security feature
Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry, with 2 transmitters
Power outlet, front auxiliary, 12-volt
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone manual
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera
Lane Keep Assist with Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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Sourcewell

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	72 Hour LLC dba: National Auto Fleet Group
By: Jeremy Schwartz	By: Jesse Cooper
Jeremy Schwartz	Jesse Cooper
Title: Chief Procurement Officer	Title: Fleet Manager
Date: 11/4/2021 | 1:28 PM CDT	Date: 11/4/2021 | 10:46 AM CDT

Approved:

By: Chad Coauette

Chad Coauette

Title: Executive Director/CEO

Date: 11/4/2021 | 1:34 PM CDT

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized quality suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, Kia, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV	Over 15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of 35,730.00. A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks." "I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. " "I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. " "We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected." Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers. Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities. Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company. With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs. Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities. Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG. *

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36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects. *
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company. *

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38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote. *

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle. *
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application. *
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.fivevehfleet.org *
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient. *
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities. *
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution. *

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

Bid Number: RFP 091521 Vendor Name: 72 HOUR LLC

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of purchase orders to Simpson Chevrolet, DeLillo Chevrolet and Selman Chevrolet for auto parts. (Cost: $150,000) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To secure City Council approval to award purchase orders to Simpson Chevrolet, Selman Chevrolet, and DeLillo Chevrolet for the purchase of Chevrolet parts.

BACKGROUND

The Public Works Department Vehicle Maintenance Division is responsible for maintaining the City's fleet of Chevrolet vehicles. The fleet routinely requires parts that are only distributed by Chevrolet dealers. To avoid delays in the purchase and delivery of parts and to meet the needs of our customers in a timely manner, it is essential that Public Works have the ability to purchase these items from more than one vendor. The lowest Bidder, DeLillo Chevrolet, will be designated as the primary vendor. Selman Chevrolet and Simpson Chevrolet will be the second and third vendors utilized.

DISCUSSION

Specifications were prepared and sent to prospective bidders. The variety and quantity of Chevrolet parts quoted was limited to simplify the bidding process. Specifications included ten (10) Chevrolet parts that are used on a regular basis.

FINANCIAL IMPACT

Total amount for the purchase of Chevrolet parts will not exceed $150,000 per fiscal year. This amount is included in the adopted budget for the Fleet Management Fund . There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue three (3) separate purchase orders for Chevrolet auto parts to Simpson Chevrolet, Selman Chevrolet, and DeLillo Chevrolet, with a combined amount not to exceed $150,000 per year for five (5) years.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Simpson	7/20/2023	Backup Material	Simpson_PQ45296.pdf
Selman	7/20/2023	Backup Material	Selman_PQ109629.pdf
DeLillo	7/20/2023	Backup Material	DeLillo_Q80868.pdf

ALL ROADS LEAD TO **Simpson** SINCE 1951

of Garden Grove CHEVROLET

10150 TRASK AVE.
GARDEN GROVE, CA 92843
(714) 534-2700
SimpsonGM.com

DIRECT PARTS LINE
(714) 534-5732

0201GPQ45296

IF THERE IS A PART YOU ARE LOOKING FOR, WE WILL GLADLY FIND IT FOR YOU.

DIRECT FAX NUMBER
(714) 638-8976

CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
4014		B220381	1	CHARGE	FRANK CARBAJAL	06/27/23	PQ45296 CVR

ANIBAL@GGCITY.ORG
714-741-5391

714-741-5390

BILL TO
CITY OF GARDEN GROVE
11222 ACACIA PKWY
GARDEN GROVE, CA 92840

SHIP TO
CITY OF GARDEN GROVE SHOP
13802 NEWHOPE ST
GARDEN GROVE, CA 92842

1GCHSCEA6L1185024

QUANTITY SHIP	QUANTITY B. O.	PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
1	0	13520817 GENERATOR 2.275 Y		255.61	255.61	255.61
1	0	12657797 STARTER 2.041 Y		162.36	162.36	162.36
1	0	88866271 48G 2.330	BATT	236.16	150.00	150.00
		OLD# - GM88866151				
1	0	84864994 REGULATOR 10.783 Y	2024H	176.90	106.14	106.14
		OLD# - GM84319134				
1	0	84630991 HEADLAMP 2.725 N	2048B	718.42	516.23	516.23
		OLD# - GM84169786				
1	0	84916711 LAMP 2.679 N	2046C	273.50	196.52	196.52
		OLD# - GM84169777				
2	0	94775725 ROTOR 5.809 Y	B025B	231.50	138.90	277.80
2	0	23387173 ROTOR 5.809 Y	B007D	183.72	110.23	220.46
		OLD# - GM94778644				
1	0	23251497 HUB 6.307 * Y		130.54	130.54	130.54
1	0	94775933 ELEMENT 3.410 Y	1088C	58.00	34.80	34.80

SPECIAL MESSAGE:

I UNDERSTAND ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO REFUNDS AFTER 10 DAYS. **35 PERCENT HANDLING ON RETURNED GOODS.** SPECIAL ORDERS PAID FOR IN ADVANCE. **NO RETURN ON ELECTRICAL PARTS OR SPECIAL ORDERS.** IF YOU PAY BY CHECK A 20 DAY WAITING PERIOD MUST BE OBSERVED BEFORE ANY REFUND CHECKS ARE PROCESSED.

I have read, understand and accept all provisions of the Warranty Statement above.

CUSTOMER'S SIGNATURE X _____

SUBTOTAL	2050.46
RESTOCK CHARGE	0.00
TAX	179.42
FREIGHT	0.00
PAY THIS AMOUNT	2229.88

The Reynolds and Reynolds Company ERAINTPTCE CC705420 Q (05/22)

11:02:52 CUSTOMER COPY ** PRICE QUOTE ** NET507 PAGE 1 OF 1

Chevrolet Cadillac BUICK Oldsmobile PONTIAC GMC

Selman Chevrolet Company

1800 East Chapman
ORANGE, CALIFORNIA 92867
Direct Parts Line (714) 633-3516

GENUINE GM Parts
Your Source for All GM Parts

CUST NO.	TAX EXAMPT NUMBER	CUST. P.O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE NO.
81451		QUOTE		CASH	TOM BETTIS	06/27/23	**PQ109629** CVR

BILL TO
STEVESU@GARDEN-GROVE.ORG
CITY OF GARDEN GROVE
PO BOX 3070
GARDEN GROVE, CA 92842-3070

SHIP TO
CORE REMOVED FOR QUOTE

SHIP QTY	B.O. QTY	PART NUMBER / DESCRIPTION		BIN	LIST	NET	AMOUNT
-1	0	GM88866271 CORE RETURN				12.25	-12.25
1	0	88866271 30M BATTE	48G	535	175.00	131.25	131.25
			CORE PRICE			12.25	12.25
1	0	94775725 ROTOR	5.809	547	231.50	121.54	121.54
1	0	84654063 *HUB	6.307	549	253.34	133.00	133.00
1	0	23387173 ROTOR	5.809	551	183.72	96.45	96.45
1	0	94775933 ELEMENT	3.410	607	58.00	30.45	30.45
-1	0	GM84916711 CORE RETURN				50.00	-50.00
1	0	84916711 LAMP	2.679	615	272.95	171.96	171.96
						SUBTOTAL	
						PAY THIS AMOUNT	

PARTS DEPARTMENT HOURS
MONDAY THRU FRIDAY
7:30 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 4:00 P.M.

Thank You!

PLEASE OPEN PACKAGES CAREFULLY! MANY PARTS ARE RETURNABLE FOR CREDIT BUT ONLY IN ORIGINAL, UNDAMAGED BOX!

GENUINE GM PARTS CARRY A 12 MONTH WARRANTY

ALL MERCHANDISE MUST BE ACCOMPANIED BY THIS INVOICE.
NO MERCHANDISE RETURNED AFTER 30 DAYS
NO RETURN ON ELECTRICAL PARTS OR SPECIAL ORDERS
15% CHARGE ON ALL RETURNED PARTS

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturors of those products. This dealership t,oreby expressly disclaims all warranties, either express or Implied, including any Implied wnrranlies ol morchantnbility or fitness for o porticular purpose, and this dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

RECEIVED BY/ I AGREE TO THE ABOVE TEAMS X

ACCOUNTING COPY

** PRICE QUOTE **
11:34:45 PAGE 1 OF 2
NET505
FORM: SC 1258S

Perforation, Not printed

PARTS INVOICE

FORM: SC 1258S

CUST NO.	TAX EXAMPT NUMBER	CUST. P.O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE NO.
81451		QUOTE		CASH	TOM BETTIS	06/27/23	**PQ109629** CVR

BILL TO
STEVESU@GARDEN-GROVE.ORG
CITY OF GARDEN GROVE
PO BOX 3070
GARDEN GROVE, CA 92842-3070

SHIP TO
CORE REMOVED FOR QUOTE

SHIP QTY	B.O. QTY	PART NUMBER / DESCRIPTION		BIN	LIST	NET	AMOUNT
-1	0	GM88866271 CORE RETURN				12.25	-12.25
1	0	88866271 30M BATTE	48G	535	175.00	131.25	131.25
			CORE PRICE			12.25	12.25
1	0	94775725 ROTOR	5.809	547	231.50	121.54	121.54
1	0	84654063 *HUB	6.307	549	253.34	133.00	133.00
1	0	23387173 ROTOR	5.809	551	183.72	96.45	96.45
1	0	94775933 ELEMENT	3.410	607	58.00	30.45	30.45
-1	0	GM84916711 CORE RETURN				50.00	-50.00
1	0	84916711 LAMP	2.679	615	272.95	171.96	171.96
						SUBTOTAL	
						PAY THIS AMOUNT	

PARTS DEPARTMENT HOURS
MONDAY THRU FRIDAY
7:30 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 4:00 P.M.

Thank You!

PLEASE OPEN PACKAGES CAREFULLY! MANY PARTS ARE RETURNABLE FOR CREDIT BUT ONLY IN ORIGINAL, UNDAMAGED BOX!

GENUINE GM PARTS CARRY A 12 MONTH WARRANTY

ALL MERCHANDISE MUST BE ACCOMPANIED BY THIS INVOICE.
NO MERCHANDISE RETURNED AFTER 30 DAYS
NO RETURN ON ELECTRICAL PARTS OR SPECIAL ORDERS
15% CHARGE ON ALL RETURNED PARTS

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturors of those products. This dealership t,oreby expressly disclaims all warranties, either express or Implied, including any Implied wnrranlies ol morchantnbility or fitness for o porticular purpose, and this dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

RECEIVED BY/ I AGREE TO THE ABOVE TEAMS X

CUSTOMER COPY

** PRICE QUOTE **
11:34:45 PAGE 1 OF 2
NET505

REORDER: CALIFORNIA AUTO PRINT (714) 870-1334

Chevrolet Cadillac BUICK Oldsmobile PONTIAC GMC

Selman Chevrolet Company
1800 East Chapman
ORANGE, CALIFORNIA 92867
Direct Parts Line (714) 633-3516

GENUINE GM Parts
Your Source for All GM Parts

Chevrolet Cadillac BUICK Oldsmobile PONTIAC GMC

Selman Chevrolet Company

1800 East Chapman
ORANGE, CALIFORNIA 92867
Direct Parts Line (714) 633-3516

GENUINE GM Parts
Your Source for All GM Parts

CUST NO.	TAX EXAMPT NUMBER	CUST. P.O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE NO.
81451		QUOTE		CASH	TOM BETTIS	06/27/23	**PQ109629** CVR

BILL TO
STEVESU@GARDEN-GROVE.ORG
CITY OF GARDEN GROVE
PO BOX 3070
GARDEN GROVE, CA 92842-3070

SHIP TO
CORE REMOVED FOR QUOTE

SHIP QTY.	B.O. QTY	PART NUMBER / DESCRIPTION		BIN	LIST	NET	AMOUNT
		CORE PRICE				50.00	50.00
-1	0	GM84630991 CORE RETURN				125.00	-125.00
1	0	84630991 HEADLAMP	2.725	632	716.98	451.70	451.70
		CORE PRICE				125.00	125.00
1	0	84864994 REGULATOR	10.783	655	176.90	92.87	92.87
1	0	12657797 STARTER	2.041	SPORD	262.74	142.07	142.07
1	0	13520817 GENERATOR	2.275	SPORD	425.18	223.66	223.66

SUBTOTAL	1594.95
RESTOCK CHARGE	0.00
TAX	123.61
FREIGHT	0.00
PAY THIS AMOUNT	**1718.56**

PARTS DEPARTMENT HOURS
MONDAY THRU FRIDAY
7:30 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 4:00 P.M.

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DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturors of those products. This dealership t,oreby expressly disclaims all warranties, either express or Implied, including any Implied wnrranlies ol morchantnblllty or fitness for o porticular purpose, and this dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

RECEIVED BY/ I AGREE TO THE ABOVE TEAMS X

ACCOUNTING COPY

** PRICE QUOTE **
11:34:45 PAGE 2 OF 2
NET505
FORM: SC 1258S

Perforation, Not printed

PARTS INVOICE

FORM: SC 1258S

CUST NO.	TAX EXAMPT NUMBER	CUST. P.O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE NO.
81451		QUOTE		CASH	TOM BETTIS	06/27/23	**PQ109629** CVR

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1	0	13520817 GENERATOR	2.275	SPORD	425.18	223.66	223.66

SUBTOTAL	1594.95
RESTOCK CHARGE	0.00
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FREIGHT	0.00
PAY THIS AMOUNT	**1718.56**

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MONDAY THRU FRIDAY
7:30 A.M. TO 6:00 P.M.
SATURDAY
8:00 A.M. TO 4:00 P.M.

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** PRICE QUOTE **
11:34:45 PAGE 2 OF 2
NET505

REORDER: CALIFORNIA AUTO PRINT (714) 870-1334

Chevrolet Cadillac BUICK Oldsmobile PONTIAC GMC

Selman Chevrolet Company
1800 East Chapman
ORANGE, CALIFORNIA 92867
Direct Parts Line (714) 633-3516

GENUINE GM Parts
Your Source for All GM Parts

INVOICE

DeLillo CHEVROLET

18211 Beach Boulevard, P.O. Box G
Huntington Beach, CA 92648-1308
Telephone: (714) 847-6087
Parts Direct: (714) 847-6088

Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and t parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil batteries, brakes, and wheel balancing weights. When you service, clean or our car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and s or other reproductive harm. **To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.** (Posted in with Proposition 65 in Cal. Health & Safety Code §25249.5 *et seq.*) For further information about Proposition 65: *http://www.oehha.org/prop65.html.*

'ERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
R 23		25 APR 23		Q80868

QUOTE

ACCOUNT NO. 15

CITY OF GARDEN GROVE

SHIP TO

PAGE 1 OF 1

	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	324		CASH-WHOLESALE	HUNTINGTON BEACH

ANTITY SHIP	B.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1		13520817	(S)GENERAT	425.18	234.31	234.31
1		12657797	(S)STARTER	262.74	148.83	148.83
1	PA4	88866271	48G	169.95	134.44	134.44
		batt	nonrefundable californi			2.00
1		84630991	HEADLAMP	716.98	473.21	473.21
1	301	84916711	LAMP	272.95	180.15	180.15
1	127	94775725	(S)ROTOR	231.50	127.33	127.33
1		23387173	(S)ROTOR	183.72	101.05	101.05
1		23251497	B-(S)HUB	217.58	119.67	119.67
1	162	94775933	(S)ELEMENT	58.00	31.90	31.90
		**** I N V O I C E Q U O T E - DO NOT PAY ****				

Thank You For Your Business!

ILLO CHEV. PARTS DEPT. HOURS **
RI 8:00-5:00 AND SAT 8:00-2:00*
RTS CALL (714) 847-6088.....
RANTY OVER THE COUNTER 12 MO'S
FOR YOUR BUSINESS..COME AGAIN.

CUSTOMER'S SIGNATURE I HAVE READ ALL TERMS FRONT AND BACK
X

PARTS	1,552.89
SUBLET	
FREIGHT	0.00
SALES TAX	0.00
TOTAL	$1,552.89

NOTICE TO CUSTOMER

ING THIS RECEIPT WITH YOU FOR ANY REFUND OR EXCHANGE. NO REFUNDS ON SPECIAL ORDERS. NO RETURNS ON ELECTRICAL FUNDS ON PURCHASES PAID BY CHECK ARE REFUNDED AFTER CHECK CLEARS. ALL PARTS RETURNED MUST MEET GMPD RETURN STATED ON REVERSE SIDE. PARTS MAY OR MAY NOT BE MANUFACTURED BY GENERAL MOTORS.

x1pi1.100_1

CUSTOMER COPY

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 PB Loader Corp. for one (1) new Asphalt Patch Truck. (Cost: $238,051.76) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To secure City Council authorization to purchase one (1) new Asphalt Patch truck from PB Loader Corp. through the Sourcewell Cooperative Purchasing competitive bid program, Contract #080521-PBL.

BACKGROUND

The Public Works Department has one (1) Asphalt Patch truck that currently meets the City's guidelines for replacement and was approved through Fiscal Year 2023/24 budget process. This vehicle is a 2007 GMC 7500 with 81,996 miles, VIN# 1GDM7C1G97F410163. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #080521-PBL. The results deemed PB Loader Corp. as the lowest responsive bid.

PB Loader Corp. $238,051.76*

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The replacement cost of $238,051.76 is budgeted in and will be funded by the Fleet internal service fund. The surplus equipment will be sold at public auction, and proceeds if any, will go back to the Fleet Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of $238,051.76 to PB Loader Corp. for the purchase of one (1) new Asphalt Patch Truck.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
PB Loader path truck quote	6/8/2023	Backup Material	PB_Loader_patch_truck_quote.pdf
080521-PBL	7/20/2023	Backup Material	080521-PBL_PB_Loader_Contract_080521.pdf

QUOTATION NO. 11617.R1

CITY OF GARDEN GROVE

SOURCEWELL MEMBER ID# 32278

PB LOADER CONTRACT NO. 080521-PBL SOURCEWELL CONTRACT - LISTED PRICES

QUOTE DATE	6/8/2023
TERMS	Net 30
FOB	FRESNO
MFG PRODUCT ARO	See Below
INSTALL AROT	See Below

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PATCHER		
1	51534-00	MODEL B-4 ASPHALT PATCHER (4 CUBIC YARD CAPACITY) EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, MODEL 316 SHOVELING APRON, NTEA CLASS 50 HOIST, HAND TORCH, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK	$87.009.00	$87.009.00
		EMULSION SYSTEM		
1	BH-100-15	PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 15 GAL. SOLVENT TANK, 85 GAL. EMULSION, WAND WITH 25' HOSE, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK	$12,866.00	$12,866.00
		EMULSION SYSTEM OPTIONS		
1	55320-35	BOLT-ON CLEANOUT PANEL (BH & PS SYSTEMS ONLY)	$1,407.00	$1,407.00
		HOSE REELS		
1	5438-00	HOSE REEL - 1/2" X 25' FOR EMULSION	$569.00	$569.00
1	5437-00t	HOSE REEL - 3/8" X 25' FOR TORCH	$506.00	$506.00
1	5437-00s	HOSE REEL - 3/8" X 25' FOR SOLVENT	$506.00	$506.00
2	5396-00	HOSE REEL - 3/4" X 50' FOR AIR HAMMER	$1,114.00	$2,228.00
		CHASSIS		
1	FORD-04	2021 FORD F-750 CHASSIS, 33,000 GVWR, 7.3L V8 GASOLINE 350HP ENGINE, TORQSHIFT AUTOMATIC TRANSMISSION WITH OVERDRIVEAND PTO PROVISION, TOW PROVISIONS, LEAF SPRING SUSPENSION, 50 GALLON FUEL TANK, STEEL WHEELS, CAB PAINTED WHITE 2 KEYS W/ FOB, AUX SWITCHES	$73.013.00	$73.013.00
		HEATING		
1	50555-00	LPG TANK 35 GAL - IN LIEU OF 25GAL.	$1,625.00	$1,625.00
1	6024-00	THERMOMETER 0-300	$238.00	$238.00
		WANDS		
1	50560-00	SOLVENT PUMP & WAND WITH 25FT HOSE	$1,461.00	$1,461.00
		WORK PLATFORMS		
1	MODS-51	20" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS	$3,465.00	$3,465.00
		CONTROLS		
1	50635-00	CAB CONTROLS (TOP LIDS) AIR TOGGLE	$700.00	$700.00
1	50635-10	DUAL CONTROLS AIR TOGGLE - STREET SIDE	$1,980.00	$1,980.00
		STORAGE		
1	7000-36	TOOL BOX 36"	$1,062.00	$1,062.00
1	7000-20	TOOL BASKET - OPEN TOP	$675.00	$675.00
1	2001-10a	HOLDER - SPRING ASPHALT LUTE - STAINLESS STEEL	$149.00	$149.00
		HAMMER SYSTEMS		
2	7021-00	LOCKABLE HAMMER HANGER	$353.00	$706.00
		WARNING SYSTEMS		
2	695-50A	STROBE - WHELEN 500 SERIES LED (SET OF TWO)	$1,419.00	$2,838.00
1	695-51A	STROBE - WHELEN 500V 5V1A LED (SET OF TWO)	$1,720.00	$1,720.00
		SAFETY ACCESSORIES		
2	7300-00	FRONT BUMPER CONE HOLDER (MALE)	$179.00	$358.00
		MARKET RATE ITEMS		
1	CUSTOM	WHELEN TA125NF2 12-LAMP 15" HIGH TRAFFIC ADVISOR, MOUNTED REAR	$3,746.00	$3,746.00
1	CUSTOM	UPGRADE CHASSIS TO 2024 MODEL YEAR	$18.416.00	$18.416.00

SOURCEWELL LISTED TOTAL:	$195,081.00
MARKET RATE ITEMS TOTAL PRICE:	$22,162.00
FREIGHT, PDI, AND TRAINING TO CUSTOMER:	$1,800.00
8.75% SALES TAX:	$19,008.76
GRAND TOTAL:	**$238,051.76**
GRAND TOTAL FOR 1 UNITS:	$238,051.76

1. LEAD TIME FOR PRODUCTION IS 90-120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECIEPT OF CHASSIS AND BODY. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER.

2. CHASSIS PRICING SUBJECT TO MODEL YEAR ESCALATORS AND SURCHARGES.

3. PRICES VALID FOR 90 DAYS FROM DATE OF QUOTATION.

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Sourcewell

Solicitation Number: RFP #080521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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080521-PBL

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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080521-PBL

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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080521-PBL

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	PB Loader Corporation
DocuSigned by: Jeremy Schwartz	DocuSigned by: Jason Thompson
By: _____	By: _____
Jeremy Schwartz	Jason Thompson
Title: Chief Procurement Officer	Title: President
Date: 10/5/2021 | 8:33 PM CDT	Date: 10/5/2021 | 3:34 PM CDT

Approved:

DocuSigned by: Chad Coauette

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 10/5/2021 | 8:47 PM CDT

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name:	PB Loader Corporation
Address:	5778 W Barstow Ave. Fresno, CA 93722
Contact:	Jason Thompson
Email:	jthompson@pbloader.com
Phone:	559-273-0006
HST#:	77-0307955

Submission Details

Created On:	Tuesday July 06, 2021 18:23:44
Submitted On:	Thursday August 05, 2021 14:04:49
Submitted By:	Jason Thompson
Email:	jthompson@pbloader.com
Transaction #:	82b52ea7-2722-479e-b521-ebd128b3a348
Submitter's IP Address:	12.22.224.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	PB Loader Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a
4	Proposer Physical Address:	5778 W Barstow Ave, Fresno, CA 93722
5	Proposer website address (or addresses):	www.pbloader.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stuart Smith, Inside Sales Manager, 5778 W Barstow Ave, Fresno, CA 93722, ssmith@pbloader.com, Tel: 559-277-7370, Cell: 559-999-5148. Michael Munoz, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mmunoz@pbloader.com, Tel: 559-277-7370, Cell: 661-342-1755. Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PB Loader Corporation began operation in 1954 with the invention of the PB Front Loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance. As a family founded and run company, relationships in business are at the center of what PB Loader stands for and is reflected in day-to-day operations. PB believes in making a quality product which their customers can rely on year-in and year-out. PB does not believe in a one-size-fits-all approach. PB custom configures and engineers products to meet the exact needs of their customers. When a customer chooses PB they know they are going to be able to rely on quality construction materials assembled by experienced professionals. PB stands behind their products with not only a successful network of dealers but also production, engineering, and sales staff who are available for troubleshooting and repair. PB Loader has found that conducting business in an honest and attentive way, providing a quality, proven product, and listening to their customers are the best business practices possible. When you call PB with a question they listen and act. It is in this way that PB Loader continues to be synonymous with reliability in their industry and the world over. When we joined Sourcewell nine years ago, we found that their philosophy and values fell in line with the core values of PB Loader. From this, we have adopted Sourcewell as our company's predominate method of procurement. We wholeheartedly believe the present and future of government procurement lies with cooperative purchasing and Sourcewell, along with PB, leading the field.

10	What are your company's expectations in the event of an award?	We expect to provide growth through the use of this contract in the marketplace and with our customers. We are firm believers that contract buying is the way of the future with its ease of use for the customer… and customers need to do more with less. We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. Our commitment to Sourcewell and contract buying… We have risen to the top of our Sourcewell category over the last two contracts and expect to continue with this success. We expect growth by continuing to broaden our offering of additional road maintenance manufacturers and equipment beyond our asphalt patchers and front loaders. We have added to our current contract with: Hook Lifts Light, Medium, and Heavy Duty Dump Bodies Custom Bodies Flatbed and platform bodies Arbor Bodies Contractor Flatbeds Air Compressors Dumping Flatbeds Cargo Bodies Chipper Bodies Landscape Bodies Standard & Mechanic Service Bodies Liftgates Chassis Message Board & Light Trailers Mechanic Truck Cranes Numerous Body & Equipment Accessories Truck Winches Truck Generators & Inverters We will continue to search for additional road maintenance equipment and accessories that will grow our Sourcewell product offering. We have and will always add customer specific models to serve our customers' requirements. Using the contract to meet our customers' needs exactly so they can make repeat equipment purchases effortlessly. For example, we have added a massive listing of custom road maintenance products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company. PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in more than doubling the size of our company. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.
12	What is your US market share for the solutions that you are proposing?	Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product. Patcher – Depending on the state, we have 45%-90% of the market share. We typically have high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America. Since our last contract we have even better representation. We are committed to find local dealers who can serve our customers.
13	What is your Canadian market share for the solutions that you are proposing?	We represent 40% of the Canadian market with our asphalt patchers and it continues to be an area of growth.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PB Loader is best described as a manufacturer who works through a network of dealers along with our own sales staff to sell our product. We have 29 dealers with 44 branches covering the US states and Canada (see map). We are continually looking for dealers in the few areas we do not currently have one. We are always reviewing our dealers to ensure the quality needed to fulfill our customers' needs. To support our dealers, we have a total of 16 sales and support staff: President, two National Sales Directors who manage the dealers, two Territory Sales representatives, five Inside Sales and Customer Support staff members, a Parts & Service Manager, a Warranty Coordinator, two dedicated Sales Engineers, a Trade Show Support Specialist, and Sales Assistant.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PB Loader has local and California state resale/business licenses, Louisiana Motor Vehicles license, and Oregon business license. We are a final stage vehicle installer as well as a California licensed used vehicle dealer.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PB Loader has never had any suspension or debarments applied.

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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Truck Equipment Association (NTEA) – MVP Member Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.
19	What percentage of your sales are to the governmental sector in the past three years	The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector. Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.
20	What percentage of your sales are to the education sector in the past three years	Our product offering is geared toward public works agencies, however, there is occasional overlap with school district ground maintenance equipment needs.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PB holds an HGAC contract. We see less than three sales a year and dimensioning due to the fact of our continued efforts to convert HGAC customers to Sourcewell.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our product offering is rarely sold to the federal government except for a few military air bases and national parks. We do not currently hold any federal contracts (GSA, SOSA) because the market demand is very limited. When approached, we inform the federal agency of the benefits of Sourcewell.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles	Ray Perez	323-526-9221
City of Colorado Springs	Michael Shill Jr.	719-385-6711
County of San Diego	Jim Whitlock	619-709-2171
County of Fresno	Mike Downing	559-600-7528
City of Tucson	Jerry Robles	520-837-6602

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Los Angeles	Government	California - CA	Dump Bodies (52), Flatbed (31), Chipper Bodies (15), Truck Mounted Loaders (11), Patchers (5), Utility Bodies (2)	$50,000 to $200,000 depending on unit	$23,698,990
County of Fresno	Government	California - CA	Loaders (6), Dump Bodies (4), Patchers (1)	$50,000 to $200,000 depending on unit	$3,074,364
City of Ontario	Government	California - CA	Flatbeds (12), Dump Bodies (3), Service Bodies (2), Chassis (2), Patchers (1)	$50,000 to $200,000 depending on unit	$2,617,946
County of San Diego	Government	California - CA	Truck Mounted Loaders (11), Message Board Trailers (9), Patchers (3), Sprayers (2)	$50,000 to $200,000 depending on unit	$2,124,900
City of Portland	Government	Oregon - OR	Patchers (5)	$50,000 to $200,000 depending on unit	$869,675

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

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25	Sales force.	Our sales force is designed to support our dealer network and at the same time work directly with the end user government agencies. We take it upon ourselves to ensure our end users receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure our dealers and customers utilize Sourcewell as their primary procurement method. Each team member listed below is committed to growing our company revenue through Sourcewell. Our team consists of twenty-two (22) sales and support professionals: Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives who visit dealers and end users throughout the country. Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support. One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allows our sales team more time to respond to customers. One (1) Parts/Service Salesperson who is dedicated to meeting the aftermarket needs of our customers to ensure quick response to customers' needs. One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure quick response to any situation that arises. One (1) Trade Show Support who provides extra sales assistance at booths and other event functions. We have an Engineering team of eight (8) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs. We are currently in the process of expanding our Sales team. We have job openings for two additional outside sales personnel and two inside. The company also utilizes our engineering, operations, and production personnel to support the sales team and customers.
26	Dealer network or other distribution methods.	PB Loader sells through a network of dealers throughout North America. It is our belief that utilizing local dealers provides the best customer service for our end users. Please see attached dealer list and map. We currently have 29 dealers totaling 44 branch locations in the US and Canada, totaling 148 dealer salespeople. Of that total, we have four (4) dealers with eight (8) branches in Canada. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada. Our sales team regularly visits our dealers to ensure they are trained on our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement of our products.
27	Service force.	The above-mentioned dealer network employs factory trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities. The PB Loader sales team provides service support by being the first point of contact for customer questions on the operation and product usage. We provide an initial delivery training and for added value, free training for the life of the unit. We want to ensure that our customers can utilize our product safely and effectively. Replacement manuals and decals are also provided at no charge for the life of the unit. PB Loader utilizes its service team that can be sent around the country to support our dealers and end users. Our dealer network has a total of 295 service and 122 parts staff. PB Loader also supports them with our service and engineering personnel. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference. Per customer request, we utilize additional local third-party repair shops that are closer for a quicker turn around than some dealer locations. We also provide support for customers who provide their own service and a reimbursement program for customers who are required to do their own warranty work.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directly to PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes training. Once payment is received, it is recorded, and placed on our Sourcewell quarterly reports.

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29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our customers. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers. We also have a free lifetime replacement program for our manuals and all instruction/safety decals. PB Loader provides phone/video technical support to both dealers and end users. This is supported by our engineering/sales teams. When we are contacted with a service/warranty issue, a ticket is created within our MRP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involve in rectifying the problem, solutions develop quicker and response times are improved.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are looking forward to expanding Sourcewell procurement utilizing the new Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. We retain more than 40% market share in Canada with our asphalt patchers. Canada has been a major customer base for us and will continue to be.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We fully serve all geographic areas within North America.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We fully serve all Sourcewell participating entities within North America.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories. We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is integrated and promoted heavily into our sales process. A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method to purchase PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and apparel. We have committed to display the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles. The most important part of our strategy is having direct conversations with end user agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and more than 100 dealer salespeople these conversations occur daily.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have begun the process of implementing a new forward-thinking social media and metadata program along with the redevelopment of our website. This began with signing a long-term contract with a respected digital marketing firm who will partner with us to develop and distribute a continuous campaign of all our social media, digital marketing, and website. Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, and new features. The campaign will include purchasing advertising banners on industry sites as well as an extensive GoogleAds. Each post and banner will include a Sourcewell presence, which is another way to make PB and Sourcewell synonymous. We are excited for the roll-out of the new e-purchase vendor showcase of which we will take full advantage.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell. We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use corporative purchasing. The sales integration process and Sourcewell becoming the primary method for our customers to purchase PB products began nine years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolve and improve that strategy as new ideas come to the forefront.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not a robust enough of a process to fulfill our customers' needs. We are, however, looking forward to the roll-out of the new e-purchase vendor showcase of which we will take full advantage.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer free operator training and maintenance training onsite when the end user puts the unit into service. We also provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. Also, we provide free manuals, and instructional/safety decals for the life of the unit. We have a dedicated person at the factory that customers can call for any kind of troubleshooting or operational advice. This in addition to the sales staff that can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide patcher training school which we encourage Sourcewell members to attend.
40	Describe any technological advances that your proposed products or services offer.	We like to be in the forefront of the technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel. We also offer an electric heated unit which is powered by an onboard generator on current chassis. We have begun to work closely with several electric chassis manufactures so that we can be on the forefront of the technology and offer fully electric road maintenance equipment. As a company we feel our carbon footprint is important with our products and how we operate. We are completing a new facility wide conversion to highly efficient LED lighting. We also have several recycling programs for steel, cardboard, e-waste, among others. Within the next few years, we are planning a solar program initiative which will significantly reduce our footprint.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not know of any third parties that label road maintenance equipment specifically. As stated in question 41, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners: Cicero Brothers (SBE) Westcoast Materials (SBE, DVBE) Main Street Materials (SBE)
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product's lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction. What makes our products unique is that we do not believe in the one size fits all solution; agencies have very different needs because of their geographic locations, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. But more importantly, we offer hundreds of options and will custom build additional features based off the customer's needs. We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customer and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact. We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the end user is completely satisfied.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranty does not have any usage restriction or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	PB or the authorized dealer will cover travel time and mileage for any Sourcewell members warranty claim.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	In regions where we do not have a certified technician, we offer over the phone technical support. If a problem is not resolved we may send a PB Loader technician to fix unit or utilize local third-party repair shops. Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. Many repairs don't require a certified technician and third-party shops can be utilized when appropriate.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service to the end user.
50	What are your proposed exchange and return programs and policies?	Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.
51	Describe any service contract options for the items included in your proposal.	PB Loader offers starter spare parts kits and a base refurbish package for our pothole patching products. We also offer extended warranty packages on the contract.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	We make every effort to track the original promised delivery at time of quotation and actual delivery performance. We use this information to notify our customers of any deviation from the original quoted delivery.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We utilize a KPI system that tracks turn around time for part sales. It is imperative to get parts to the customer to minimize their down time.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.
55	Describe any leasing or financing options available for use by educational or governmental entities.	For any customers seeking finance or leasing options, we partner with NCL Government Capital.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card payments with no additional processing fee.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.
60	Describe any quantity or volume discounts or rebate programs that you offer.	In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes. For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units are built as turnkey work ready products, so they can be delivered directly to the end user and are ready for operation.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	To encourage Sourcewell sales we offer the best pricing to its members compared to any other pricing models.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or end user is cross checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders make it on the quarterly report and a dealer cannot sell an Sourcewell product without our knowledge.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have been an awarded vendor for two contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer an enormous range of road maintenance equipment from pothole patchers to cone trucks, dump trucks, flatbed, message board trailers, and countless others. Asphalt (Pothole) Patchers PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that. Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch. PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day. Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer Eight (8) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8, 10 cubic yards Hundreds of options and custom configurations such as: (refer to catalog for complete list) Flasher, safety Spoils bins Tool boxes and baskets Arrow boards Vibratory compactors and rollers Back up alarms and camera equipment Air compressors Generators Jack hammers Hose reels Work decks Water containers Fire Extinguisher, first aid kits, triangle kits Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer. PB Patchers come in two formats, a "V" hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models. Proven Features Heavy Duty Design All Hydraulic Operation Radiant Heat System Burner Systems Available in LPG, Diesel, and Electric Generator Fully Insulated Asphalt Container Hand Torch with 200,000 BTU Output Convenient Operator Controls Emulsion Spray System Emulsion Sprayers PB offers emulsion sprayers with more sizes and features than anyone else in the industry. Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers' needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailer, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations. Truck Mounted Styles: 15-200 gallons Trailer Mounted and Slip-In Styles: 200-700 gallons Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters. Compressor Type Sprayers - Compressor type emulsion sprayers are available in the many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor. Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform. PB Truck Mounted Loaders PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment. PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations. Options include air or joystick controls, automatic grease lines, tool boxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more. Road Maintenance Support Equipment PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency. Chassis: PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example: Ford Freightliner Western Star Peterbilt Isuzu Volvo Dump Bodies: PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example: Small Contractor Bodies Rigid and/or Fold-Down Sides Medium Duty Bodies Bobtail Bodies Heavy Duty Bodies Square Bodies Elliptical Bodies Demolition Bodies Flatbeds / Stake Bodies / Platform Bodies: PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay tool boxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example: Smooth Floor Tread Plate Floor Wood Deck Aluminum Body Rancher Body Dumping Bodies Stake Sides (wood, steel, aluminum) Various Lengths and Widths Chipper Boxes / Landscape / Arbor Bodies: PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example: Open Top Chipper Box Closed Top Chipper Box Side Open and barn door landscape bodies (rugby and reading) Arbor Bodies with included storage for saws and tree trimming equipment Utility Bodies: PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example: Steel Constructed Bodies Aluminum Constructed Bodies Single and Dual Wheel Canopy Bodies Mechanics Bodies Mechanics Crane Bodies Message Boards Trailers: PB Loader partners with Wanco to offer a full line of trailer and truck mounted message boards and traffic control products to provide reliable traffic safety for roads and highways. Traffic safety is paramount to all road maintenance work. By providing these products in conjunction with our full line of equipment we give our customers complete solutions. We work with Wanco's national dealer network by convincing them to sell their safety equipment with Sourcewell in their local markets. For example: Arrow Board Trailers and Truck Mount Message Board Trailers and Truck Mount Speed Radar Trailers Light Tower Trailers Swaploader Hook Lifts: We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example: Single axle from 7,500 lbs. to 24,000 lbs. capacity Tandem axle from 33,000 lbs. to 65,000 lbs. capacity Lift Gates: Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example: Tommy Lift Gate Pick Up Truck Utility Body Flatbed Box Body Rail Gate Tuck under Dump Through Palfinger Lift Gates Cantilever Pick Up Truck Utility Body Flatbed Box Body Rail Gate Tuck Under Compressor Systems: Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example: Vanair Under deck rotary screw compressors from 60 to 185 CFM Hydraulic driven compressors from 30 to 85 CFM Engine driven compressors from 30 to 85 CFM All-In-One systems combines air, electric generators, welder, and hydraulic into one unit Sullivan-Palletek Above deck skid mount, engine driven, 185 CFM Other brands Small engine reciprocating compressor Electric 12V compressor Attenuator: Trailer and truck mounted Trafflx Scorpion truck mounted and trailer crash attenuator systems MASH rated. Attenuators provide that additional safety to the road maintenance crews allowing them to work on the road with confidence. The models presently on our contract provide for safety at highway speeds. Water Trucks: We are offering truck mounted water tanks for the use during road maintenance projects for dust control and clean up. For example: Single axle 2,000 gallon Tandem axle 4,000 gallon Cranes: We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example: Electric Hydraulic Folding, compact Outriggers Spitzlif Palfinger/Reading Venturo Customer Specific Custom Road Maintenance Equipment: As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions. Additional Accessories: On this contract PB offers many additional accessories to upfit any truck or support body with all the tools that road crews need. For example, but not limited to: Whelen safety lights PSE Code3 Safety Lights Work lights and spotlights Warn Wenches Tool boxes and baskets Tool holders Back up cameras and sensors Bed vibrators Pull Tarps Inverter Systems with electrical outlets Fire extinguishers and triangle kits Water coolers Wash tanks Ladder and material racks Vises Reflective safety tape and panels
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers and emulsion transport and sprayers. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs. Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalt support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Asphalt recycles and reclaimers	○ Yes ◉ No	We are in development to produce asphalt hotbox trailers that have asphalt reclaiming features. Product launch is expected First Quarter 2022. We are committing to ultimately producing a full line of these trails and heavily competing in this market.
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	◉ Yes ○ No	We are the leading producer of truck mounted pothole patching systems in North America. PB does not manufacture seal coaters, crack sealers, and mastic and adhesive melters.
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	○ Yes ◉ No	We do not manufacture any of these products.
75	Pavement marking application and removal equipment	○ Yes ◉ No	We do not manufacture any of these products.
76	Other	◉ Yes ○ No	We are the leading producers of truck mounted emulsion spray systems. We also offer a multitude of road maintenance support equipment as mentioned in Table 14A.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
n/a	n/a	n/a

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

DocuSign Envelope ID: 532CA49D-A48F-4868-825B-7A04EE816FE6

Bid Number: RFP 080521 Vendor Name: PB Loader Corporation

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Bid Number: RFP 080521 Vendor Name: PB Loader Corporation

- Pricing - 1_Pricing.zip - Thursday August 05, 2021 13:44:55
- Financial Strength and Stability - 2_Financial Stregth & Stability.zip - Thursday August 05, 2021 13:45:06
- Marketing Plan/Samples - 3_Marketing Plans & Samples.zip - Tuesday August 03, 2021 18:00:46
- WMBE/MBE/SBE or Related Certificates - 4_WMBE-MBE-SBE Certifications.zip - Tuesday August 03, 2021 18:01:17
- Warranty Information - 5_Warranty.zip - Tuesday August 03, 2021 18:01:36
- Standard Transaction Document Samples - 6_Standard Transactiom Document Samples.zip - Tuesday August 03, 2021 18:01:48
- Upload Additional Document - 7_Additional Documents.zip - Thursday August 05, 2021 13:56:19

DocuSign Envelope ID: 532CA49D-A48F-4868-825B-7A04EE816FE6

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Thompson, President, PB Loader Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

Bid Number: RFP 080521 Vendor Name: PB Loader Corporation

DocuSign Envelope ID: 532CA49D-A48F-4868-825B-7A04EE816FE6

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	☑	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	☑	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	☑	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	☑	1

Bid Number: RFP 080521 Vendor Name: PB Loader Corporation

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Amendment No. 4 to the Agreement with Stray Cat Alliance for the Stray Cat Return to Field Program. (Cost: $70,000) (*Action Item*)	Date:	7/25/2022

OBJECTIVE

To secure City Council authorization to approve Amendment No. 4 with Stray Cat Alliance (SCA) to continue the current contract amount of $70,000 and authorize the City Manager to extend the performance period through June 30, 2024.

BACKGROUND

In July 2020, the City entered into a one-year, sole source agreement with SCA, which was extended in 2021 and 2022, for continuation of the City's Return to Field (RTF) cat trapping program. The RTF program allows residents to trap feral or stray cats so that they can be sterilized, given a rabies vaccination and a medical examination, and then be returned back to the location they came from. Animal Care Services has administered this program with SCA since 2018.

DISCUSSION

The RTF program has been well received by the community. The goal of the program is to limit the cat's reproductive cycle and reduce the number of kittens being born to feral or stray cats and reduce shelter intake. The cost per cat will continue at $241.38, which is reflected in Attachment A, Scope of Services.

FINANCIAL IMPACT

There is no additional impact to the General Fund. Funds will be used from the adopted Fiscal Year 2023-24 Public Works' operating budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 4 to the agreement with Stray Cat Alliance to extend the contract through June 30, 2024, in an amount not-to-exceed $70,000; and

- Authorize the City Manager to sign Amendment No. 4, and to make minor modifications as appropriate on behalf of the City.

By: Ana Neal, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment No. 4	7/10/2023	Backup Material	AMENDMENT_4-Stray_Cat_Alliance_FY24_(REV_1).pdf

DocuSign Envelope ID: DB92B17A-8ADB-4E34-8364-BAD97D65F488

CITY OF GARDEN GROVE

AMENDMENT NO. 4

To: Perform the Return to Field Program per Scope of Work, Attachment "A"

This Amendment No. 4 to Perform the Return to Field Program per Scope of Work, Attachment "A" for the City of Garden Grove is made and entered into this _____ day of _____ 2023, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Stray Cat Alliance**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **B200007** effective **July 10, 2020**.

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 2: Services to be Provided, shall be per Attachment A hereto.

Section 3: Compensation - shall be revised as follows:

The contract price is hereby increased to $70,000.00 for the above term of the contract only.

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

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have caused this Amendment No. **4** to the Agreement 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"
Stray Cat Alliance

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

_____

Garden Grove City Attorney

_____

Date

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ATTACHMENT "A"
SCOPE OF WORK

This Scope of Work establishes roles and responsibilities between Stray Cat Alliance (SCA), and the City of Garden Grove, Garden Grove Animal Care Services (GGACS).

I. PURPOSE & SCOPE

Spay and neuter continues to be one of the most effective methods of reducing shelter euthanasia, especially for cats. GGACS and SCA wish to work together to decrease the number of cats euthanized at Garden Grove's contracted shelter.

II. PROGRAM

Return to Field (RTF) Program. This program involves stray and trapped cats that are brought to the shelter by the public and GGACS. Trapped and stray cats that qualify for this program will be medically evaluated, altered, micro chipped, vaccinated and treated for fleas then given to SCA along with information regarding the origin of the cat. The cats will be taken to the area of their origin and released back to the community by SCA. To control costs, this program will operate on a modified schedule with RTF activities performed by SCA occurring up to three days per week, with all feral cats picked up by SCA the following day after surgery, unless otherwise directed by the veterinarian.

III. PROGRAM TASKS

The parties agree to the following tasks:

• SCA will appoint a representative(s) with appropriate knowledge and decisionmaking authority to attend monthly program update meetings. In addition, SCA will:

- Utilize best efforts to return cats (greater than three months of age) impounded by GGACS or dropped off at the contracted shelter who have been through the RTF program stated above.
- Provide microchips and flea treatments for administration during surgery

• GGACS will appoint representatives with appropriate knowledge and decisionmaking authority to attend monthly program update meetings. In addition, GGACS will work with its contacted shelter to:

- Spay/neuter, microchip, give the Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine,1 year rabies vaccine and treat for fleas.
- To the maximum extent possible, the City will work with its contracted shelter to facilitate all aspects of this agreement, including:
  - Release stray or feral cats to SCA regardless of temperament, location, or means of intake (i.e., in a trap or otherwise) unless GGACS or its contracted shelter has the capacity to provide the cat with a live outcome or identified an issue preventing inclusion in the program.

IV. PAYMENT FOR SERVICES

The SCA shall provide monthly billing reports on a per cat basis at a rate of $241.38. Report shall include, but is not limited to, ID number, description of animal, and date of release. GGACS shall pay Stray Cat Alliance within 30 days of received invoice.

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The cost per cat is to include the cost of the spay/neuter, microchip, Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, rabies vaccine and flea treatment.

SCA shall maintain records and documents, which sufficiently and properly reflect all direct and indirect costs related to this program. Records shall be made available for review by the city or its representative at any time.

V. PUBLICITY
In connection with the Programs and Tasks described above, no party will use another party's name, marks or logos in any advertising, promotional material, press release, publication, public announcements, or through other media, whether written or oral, without prior written consent of the other parties.

VI. NO PARTNERSHIPS
No party to this Agreement is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither party shall be bound to the act or conduct of the other.

VII. TERMINATION
This Agreement is binding on all the parties, however any party can terminate the Agreement so long as the terminating party gives thirty (30) days written notice to other parties to this Agreement.

VIII. RESPONSIBILITIES
Each party will appoint a person to serve as the official contact and coordinate the Program Tasks of each organization in carrying out the Agreement.

IX. COMMUNICATION
All communication shall be through email to the GGACS general email, animalcare@ggcity.org. A representative will respond within 12 hours. For emergencies and urgent issues, phone contact between the parties is preferred.

X. MEDICAL ISSUES
For any sick or injured cats brought into the City’s contracted shelter or other facility for the specific purpose of RTF, the medical team will provide reasonable care of the sick or injured cat. Reasonable care will be defined by the licensed veterinarian who is treating the cat. Reasonable care will be in the best interest of the animal and include, but is not limited to, treatment for upper respiratory infections, minor skin infections, and minor injuries.

The City will work with its contracted shelter to notify SCA or another rescue organization if euthanasia of any cat or kitten is being considered.

GGACS is not responsible for transporting any cat or kitten from its contracted shelter to a secondary veterinary clinic for care or treatment.

City of Garden Grove
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
V00615	**STRAY CAT ALLIANCE**	Compliant					
		A , IX	Nonprofits' Insurance Alliance of California, Inc.	202041677	10/15/2022	10/15/2023	Auto Liability
		A , IX	Nonprofits' Insurance Alliance of California, Inc.	202041677UMB	10/15/2022	10/15/2023	Excess Liability
		A , IX	Nonprofits' Insurance Alliance of California, Inc.	202041677	10/15/2022	10/15/2023	General Liability
		A++g , XV	ACE American Insurance Company	WLRC71390378	7/1/2022	7/1/2023	Workers Comp

Risk Profile : Professional Services/Consulting

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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Amendment No. 2 of the Agreement with West Coast Arborists, Inc. to provide tree services. (Cost: $70,000) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To receive City Council approval of Amendment No. 2 to the Agreement with West Coast Arborists, Inc. (WCA) for tree services including emergency services.

BACKGROUND

The City has an urban forest of approximately 16,000 trees. A combination of contractual and in-house staff is strategically used to maintain the City's urban forest that encompasses a variety of trees in the right-of-way and residential parkway areas. The contractual services include tree removal and tree trimming with a cost effective grid pruning system and an up to date tree inventory GPS.

DISCUSSION

Prices have continued to increase for commodities, equipment and services that affect the Tree Maintenance Division, and more specifically the services provided by West Coast Arborists. Additionally, the Tree Maintenance Division received a one-time budgetary increase in Fiscal Year 2023-2024 to maximize operational goals, such as planting and maintaining new trees. Amendment No. 2 will include a one-time increase of $70,000, thereby increasing the contract from $440,000 to $510,000.

FINANCIAL IMPACT

This contractual increase is included in the adopted FY2023-24 Public Works Tree Maintenance Section operational budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 2 with West Coast Arborist, Inc. for tree maintenance services, increasing the contract by $70,000 for Fiscal Year 2023-2024; and

- Authorize the City Manager to execute Amendment No. 2 and make minor modifications as appropriate.

By: Aaron Hansen, Public Works Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment 2	7/13/2023	Cover Memo	AMENDMENT_2-West_Coast_Arborists_Inc_FY24.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 2

To: Furnish City wide tree maintenance in accordance with the services set forth in City of Rancho Cucamonga's Agreement, Contract Number 19-187.

This Amendment No. 2 to Furnish City wide tree maintenance in accordance with the services set forth in City of Rancho Cucamonga's Agreement, Contract Number 19-187 for the Garden Grove is made and entered into this _____ day of _____ 2023, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **West Coast Arborists, Inc.,** hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **P201279** effective **April 14, 2021.**

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 $510,000.00 (which is $440,000.00 plus an additional one-time $70,000.00 approved budget increase) for the above term of the contract only and per 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. 2 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"
West Coast Arborists, Inc.

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

_____
Garden Grove City Attorney

_____
Date

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 Orange County Transportation Authority for implementing a Countywide Signal Synchronization Baseline Project. (*Action Item*)	Date:	7/25/2023

OBJECTIVE

For City Council approval to enter into a Cooperative Agreement with the Orange County Transportation Authority (OCTA) for a Countywide Signal Synchronization Baseline Project.

BACKGROUND

At the September 29, 2022 OCTA Traffic Forum meeting, OCTA expressed the desire to explore the implementation of a Countywide Signal Synchronization Baseline Project (Project). The Project will retime approximately 2,500 signalized intersections in Orange County and prepare the entire County for a new phase of signal synchronization that is more zone-based which will help avoid issues of cross coordination between intersecting synchronized corridors.

DISCUSSION

The Project scope of work includes transportation data collection, development of timing optimization strategies (weekday and weekend), implementation of timing modifications, fine-tuning, and continuity testing of approximately 2,500 signals along the Orange County's Regional Signal Synchronization Network (Attachment 1). The goal is to minimize regional corridor-based timing coordination conflicts at intersecting arterial crossings and also integrate previous individual corridor synchronization projects into a regional network. The Project would not entail any physical construction activities. It will consist of accessing the traffic signal controllers and electronically adjusting signal timing. It will not involve any roadway closures and the work will be scheduled during off peak periods to minimize any service interruptions.

FINANCIAL IMPACT

There is no impact to the General Fund. OCTA has secured Congestion Mitigation and Air Quality (CMAQ) funds.

RECOMMENDATION

It is recommended that the City Council:

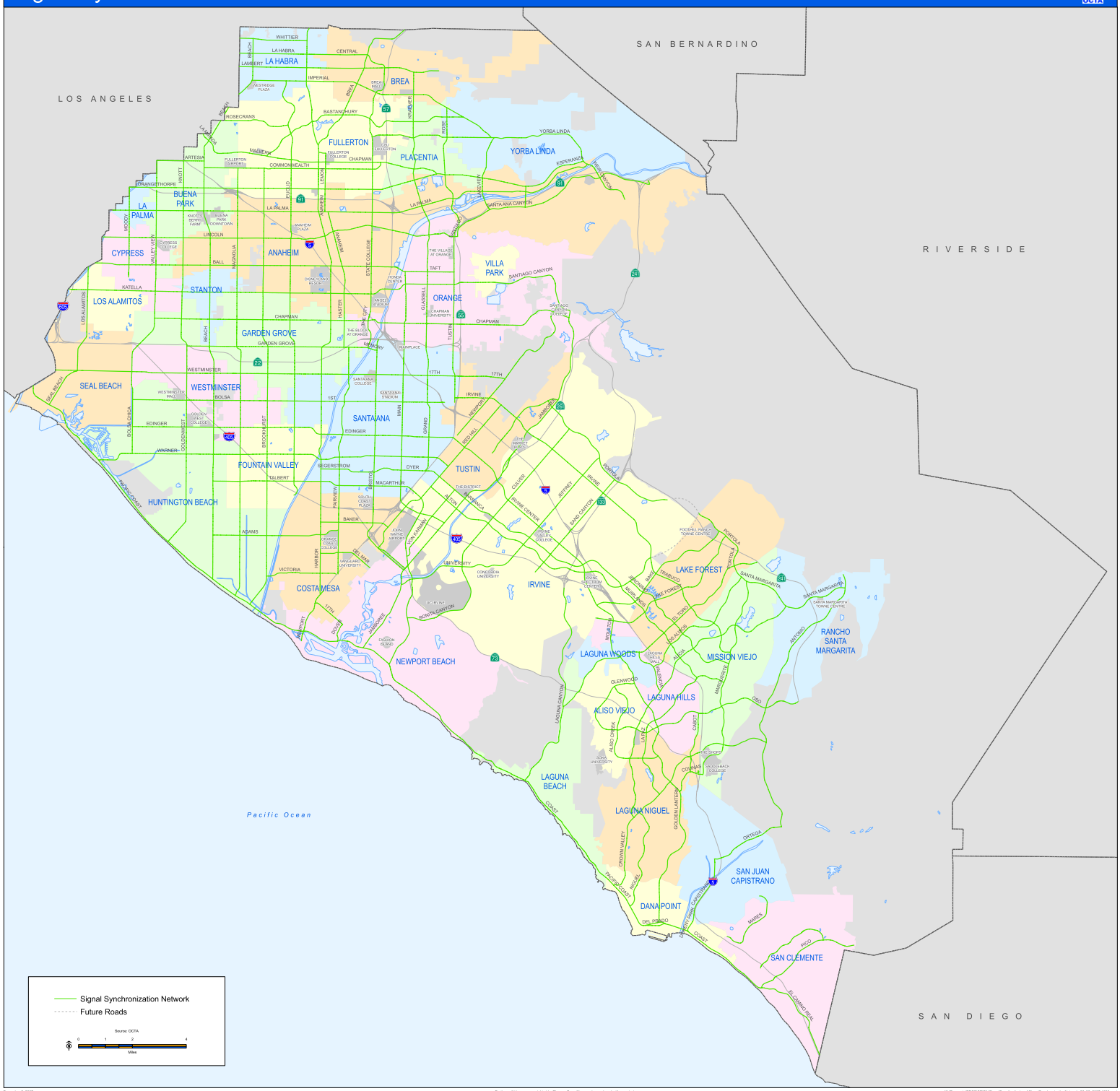
- Approve the attached Cooperative Agreement with the OCTA for the Countywide Signal Synchronization Baseline Project; and
- Authorize the City Manager to execute the Cooperative Agreement.

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Signal Synchronization Network	7/17/2023	Backup Material	SignalSynchronizationNetwork_36x36_2007-1203.pdf
Attachment 2: Cooperative Agreement Between OCTA and Garden Grove	7/17/2023	Agreement	Cooperative_Agreement_Between_OCTA_and_Garden_Grove.pdf

Signal Synchronization Network



COOPERATIVE AGREEMENT NO. C-3-2416

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF GARDEN GROVE

FOR

COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT

THIS COOPERATIVE AGREEMENT (Agreement), is effective this _____ day of _____, 2023 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the City of Garden Grove, a municipal corporation duly organized and existing under the constitution and laws of the State of California ("PARTICIPATING AGENCY"), each individually known as "Party" and collectively known as "Parties".

RECITALS:

WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCY is working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP) to enhance countywide traffic flow and reduce congestion; and

WHEREAS, the AUTHORITY completed a Countywide Signal Synchronization Plan Study (hereinafter, "PLAN STUDY") in support of the RTSSP and received authorization from the AUTHORITY's Board of Directors on March 14, 2022, to update the Traffic Signal Synchronization Master Plan in accordance with the PLAN STUDY recommendations; and

WHEREAS, the AUTHORITY secured Congestion Mitigation and Air Quality ("CMAQ") funds for the implementation of a Countywide Signal Synchronization Baseline Project (hereinafter, "PROJECT") as presented in the PLAN STUDY; and

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WHEREAS, the AUTHORITY intends to release a request for proposals to secure a consultant ("CONSULTANT") to implement the PROJECT; and

WHEREAS, based on the PLAN STUDY the AUTHORITY agrees to act as the implementing agency to carry out the PROJECT; and

WHEREAS, the PROJECT will include approximately 2,500 traffic signalized intersections along regionally significant corridors within Orange County; and

WHEREAS, approximately 94 PARTICIPATING AGENCY-owned and operated signalized intersections will be included as part of the PROJECT; and

WHEREAS, the PROJECT will include all 34 Orange County cities and the County of Orange; and

WHEREAS, the AUTHORITY will enter into a separate cooperative agreement with each participating agency in each jurisdiction for implementation of the PROJECT; and

WHEREAS, the AUTHORITY and the PARTICIPATING AGENCY acknowledges and understands that in-house resources (staff hours) from the PARTICIPATING AGENCY will provide various services in support of the PROJECT; and

WHEREAS, the AUTHORITY and the PARTICIPATING AGENCY desire to enter into this Agreement to implement the PROJECT in support of the RTSSP ; and

WHEREAS, this Agreement defines the specific terms and conditions, and between the AUTHORITY and the PARTICIPATING AGENCY for the implementation of the PROJECT; and

WHEREAS, the PARTICIPATING AGENCY's City Council approved this Agreement on the _____ day of _____, 202_____.

NOW, THEREFORE, it is mutually understood and agreed by the AUTHORITY and the PARTICIPATING AGENCY as follows:

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ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this Agreement between the AUTHORITY and the PARTICIPATING AGENCY and supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. The AUTHORITY's failure to insist on any instance(s) of the PARTICIPATING AGENCY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of the AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and the PARTICIPATING AGENCY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon the AUTHORITY except when specifically confirmed in writing by an authorized representative of the AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. The PARTICIPATING AGENCY's failure to insist on any instance(s) of the AUTHORITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of the PARTICIPATING AGENCY's right to such performance or to future performance of such term(s) or condition(s), and the AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon the PARTICIPATING AGENCY except when specifically confirmed in writing by an authorized representative of the PARTICIPATING AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

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ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the subjects and PROJECT addressed herein. The Parties agree that each will cooperate and coordinate with the other Party in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

The AUTHORITY, as the lead agency, agrees to the following responsibilities for the implementation of the PROJECT:

A. To designate a Project Manager as a single point of contact for the Project.

B. The AUTHORITY, or agents of the AUTHORITY, shall manage, procure, implement, and complete all aspects of the PROJECT, including filing all documentation necessary to comply with the Congestion Mitigation and Air Quality (CMAQ) funding for the PROJECT.

C. The AUTHORITY, or agents of the AUTHORITY, shall coordinate outreach with the PARTICIPATING AGENCY for the PROJECT.

D. The AUTHORITY, or agents of the AUTHORITY, shall collect all data necessary to provide new optimized timing plans including, but not limited to, manual or video all movement counts at each PROJECT signalized intersection, and a mutually agreed upon number and location of 24 hours 7 days automated machine traffic counts with vehicle classification.

E. The AUTHORITY, or agents of the AUTHORITY, shall develop and implement new timing plans optimized for signal synchronization.

F. The AUTHORITY, or agents of the AUTHORITY, shall provide updated timing plans for all control systems and all relevant data used to develop said plans to the PARTICIPATING AGENCY.

G. The AUTHORITY, or agents of the AUTHORITY, shall prepare a conceptual plan for the delivery of the PROJECT. The AUTHORITY, or agents of the AUTHORITY, shall provide all reports to the PARTICIPATING AGENCY in draft and final formats for review and comment. The PARTICIPATING AGENCY comments shall be noted in the final report.

H. The AUTHORITY shall provide oversight to maintain inter-jurisdictional traffic signal operational integrity between the PROJECT and other signal synchronization projects not older than three (3) years from the effective date of this Agreement.

I. The AUTHORITY shall provide formats, templates, and guidance in reporting requirements necessary for the PROJECT.

J. The AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of PROJECT, may perform a technical and/or field review to ensure that the CMAQ guidelines, policies, and procedures were followed.

ARTICLE 4. RESPONSIBILITIES OF THE PARTICIPATING AGENCY

The PARTICIPATING AGENCY agrees to the following responsibilities for implementation of the PROJECT:

A. The PARTICIPATING AGENCY shall provide a technical representative to meet and participate as a member of the PROJECT's Traffic Forum.

B. The PARTICIPATING AGENCY shall authorize the AUTHORITY to manage, procure, and implement all aspects approved by the PARTICIPATING AGENCY for the PROJECT.

C. The PARTICIPATING AGENCY shall participate and support the PROJECT implementation, as agreed by all Parties.

D. The PARTICIPATING AGENCY shall provide the AUTHORITY, or agents of the AUTHORITY, all current intersection as-built drawings, all current intersections controller assembly plans as provided by the manufacturer and modified by the PARTICIPATING AGENCY since original installation, local field master, local controller, Advanced Traffic Management System timing plans, and other ITS-related data upon request.

E. The PARTICIPATING AGENCY shall inform the AUTHORITY of new traffic signal installations and any traffic signal modifications, which would materially affect the performance of the regional corridors on the PROJECT.

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F. The PARTICIPATING AGENCY shall maintain in good condition existing traffic signal equipment for the PROJECT, such as signal communication and traffic signal controllers.

G. The PARTICIPATING AGENCY shall waive all fees associated with permits that would otherwise be required from the CONSULTANT, subconsultants, and/or service or equipment providers in the performance of the PROJECT.

ARTICLE 5. DELEGATED AUTHORITY

The actions required to be taken by the PARTICIPATING AGENCY in the implementation of this Agreement are delegated to its respective City Manager, or City Manager's designee, and the actions required to be taken by the AUTHORITY in the implementation of this Agreement are delegated to the AUTHORITY's Chief Executive Officer or Chief Executive Officer's designee.

ARTICLE 6. AUDIT AND INSPECTION

AUTHORITY shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING AGENCY shall permit the authorized representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCY for a period of five (5) years after final payment, final closeout, or until any on-going audit is completed, whichever is later. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of CONSULTANT's final billing (so noted on the paid invoice) under this Agreement. AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with AUTHORITY'S contractor.

ARTICLE 7. INDEMNIFICATION

A. To the fullest extent permitted by law, the PARTICIPATING AGENCY shall defend (at the PARTICIPATING AGENCY's sole cost and expense with legal counsel reasonably acceptable to the AUTHORITY), indemnify, protect, and hold harmless the AUTHORITY, and its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages,

demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCY's employees included), for damage to property, including property owned by the AUTHORITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of the PARTICIPATING AGENCY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, the AUTHORITY shall defend (at the AUTHORITY's sole cost and expense with legal counsel reasonably acceptable to the PARTICIPATING AGENCY), indemnify, protect, and hold harmless the PARTICIPATING AGENCY, including their officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for damage to property, including property owned by the PARTICIPATING AGENCY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of the AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

ARTICLE 8. ADDITIONAL PROVISIONS

A. Term of Agreement: This Agreement shall be in full force and effect from the Effective Date through December 31, 2028.

B. Amendment: This Agreement may be extended or amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by all Parties.

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C. Termination: In the event any Party defaults in the performance of their respective obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) calendar days prior written notice to the Party in default.

D. Termination for Convenience: Either Party may terminate this Agreement for its convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for convenience to the other Party.

E. AUTHORITY and Parties shall comply with all applicable federal, state, and local laws, statues, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECT.

F. Legal Authority: The Parties hereto consent that they are authorized to execute this Agreement on behalf of said Party and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

G. Severability: If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

H. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same Agreement. Facsimile/electronic signatures shall be permitted.

I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

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J. Governing Law: The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Agreement.

K. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

L. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

To PARTICIPATING AGENCY:	**To AUTHORITY:**
City of Garden Grove	Orange County Transportation Authority
11222 Acacia Parkway Garden Grove, CA 92840	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Dai Vu City Traffic Engineer Public Works Department Tel: (714) 741-5189 Email: daiv@ggcity.org	Attention: Michael Le Senior Contract Administrator Tel: (714) 560-5314 Email: mle1@octa.net
	CC: Alicia Yang OCTA Project Manager Tel: (714) 560-5362 Email: ayang@octa.net

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M. Force Majeure: Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2416 to be executed as of the date of the last signature below.

CITY OF GARDEN GROVE	**ORANGE COUNTY TRANSPORTATION AUTHORITY**
By: _____	By: _____
Lisa L. Kim City Manager	Meena Katakia Manager, Capital Projects
Dated: _____	Dated: _____

ATTEST:

By: _____
Teresa Pomeroy
City Clerk

Dated: _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Approval of a new lease agreement for the Garden Grove Regional Library – Main Library Branch. (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To obtain City Council approval to enter into a new lease agreement with the County of Orange for the Garden Grove Regional Library facility located at 11200 Stanford Avenue.

BACKGROUND

In August 1967, the City of Garden Grove and County of Orange entered into a lease agreement for the purpose of establishing a library facility. The original agreement had a lease term of 50 years, and required the City to maintain the building structure, the surrounding landscaping, and the adjacent parking lot. In return, it was agreed upon that the County would pay the City rent for use of the building, as well as monthly amounts to cover the cost to maintain the structure, landscaping, and parking lot.

In August 1985, the lease was amended to provide that the County take over responsibility for repairing the heating/ventilation/air conditioning (HVAC) system. In October 1995, as a result of a funding crisis in the Orange County Public Library System, which threatened to close two Garden Grove branches and substantially reduce hours for the Regional Library, the lease was amended again to provide a waiver of rent for all three Garden Grove library branches. In April 1996, the waiver of rents was extended through June 30, 1997. In May 1997, the agreement was amended a third time to provide that the payment of fees associated with landscaping, parking lot maintenance, and building repair and maintenance also be waived for the six month period from January 1, 1997 through June 30, 1997.

In November 2000, the agreement was amended a fourth time to formally transfer all responsibility for building maintenance and repair, including attached fixtures, appurtenances, and equipment, to the County. In return, the City agreed to forgive the County's outstanding rental, building maintenance, and landscaping payments

dating back to July 1, 1997 and waived all associated payments for the remainder of the lease term through 2018. Under this amendment, the City agreed to continue maintaining the landscaping, parking lot, and paved areas leading up to the library structure at its own expense. Since 2018, the County has operated the Garden Grove Regional Library under the same terms on a month to month basis.

DISCUSSION

In May 2023, Orange County Public Libraries (OCPL) was awarded $2,718,498 in grant funds from the State Library and $1,359,249 in County library match funds for a total of $,4,077,747 to be utilized toward tenant improvements at the Garden Grove Regional Library building. Improvements, which are anticipated to be completed by 2025, will include ADA improvements, major systems replacement/repairs (HVAC, roofing, plumbing, electrical, data wiring, fire, life and safety), and FFE (furniture, fixtures, equipment) upgrades.

Prior to commencement of any tenant improvements, it is required that a new lease agreement be established between the County and City. The County and City have worked together to draft a new, fifteen (15) year lease agreement for much needed improvements at the regional library and continuation of library services to the community.

The terms of the new lease agreement are as follows:

Premises: The Garden Grove Regional Library facility is 21,484 square feet and includes ten (10) parking spaces.

Term: Expires on June 30, 2038.

Rent: None. Free library services are provided to the community.

Termination: Lease may be terminated at any time by either Party by giving written notice to the other Party at least one hundred and eighty (180) days prior to said termination date. However, the 180-day termination provision will not be effective for ten years after the completion of the tenant improvements, which is a requirement of the grant funding.

Repairs and Maintenance: The City, at its own expense, will be responsible for all building repair and maintenance including, maintenance of the HVAC system and landscaping, in a manner that is consistent with maintenance levels at other branch libraries within the City. The County will provide janitorial supplies and services, maintain library equipment and personal property, repair damages caused by County patrons, and provide carpet replacement and interior paint as needed.

FINANCIAL IMPACT

There is no financial impact in the current fiscal year as maintenance will not start until the completion of the improvements per the new lease agreement. Once the improvements are completed, the City will evaluate the maintenance needs and allocate the necessary amount in the Building Structure Rehabilitation Fund to

address ongoing maintenance costs associated with the GG Main Library branch (current estimate is between $50,000 and $70,000 per fiscal year). Any unused budget allocation will be designated in a reserves account in the Building Structure Rehabilitation Fund (Library Maintenance Reserves Account), and carried over into the subsequent fiscal years. Future years' costs related to the GG Main Library branch maintenance exceeding the annual allocation will be funded from the designed Library Maintenance Reserves Account, unless otherwise approved by the City Council.

RECOMMENDATION

It is recommended that the City Council:

- Approve the lease agreement with the County of Orange for continued use of the City-owned library facility; and

- Authorize the City Manager to execute the lease agreement on behalf of the City and approve minor modifications as may be needed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Lease Agreement	7/21/2023	Agreement	Lease_-_Main_Garden_Grove_Library_-_City_-_County_-_Final_-_7-21-23.pdf

LEASE

THIS IS A LEASE (hereinafter referred to as "**Lease**") made September 1, 2023, ("**Effective Date**"), by and between the CITY OF GARDEN GROVE, a municipal corporation (hereinafter referred to as "**City**") and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "**County**"). The City and County may individually be referred to herein as a "**Party**," or collectively as the "**Parties**."

1. DEFINITIONS (1.0 SA)

"**Board of Supervisors**" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

"**Building**" means the building commonly known as 11200 Stanford Ave., Garden Grove, California, 92840, constituting a portion of the Premises.

"**CEO/Office of Risk Management**" means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

"**Chief Real Estate Officer**" means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to City, such other entity as shall be designated by the County Executive Officer.

"**City Manager**" means the City Manager of the City of Garden Grove.

"**County Counsel**" means the County Counsel, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

"**County Executive Officer**" means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the Board of Supervisors.

"**County Librarian**" means the County Librarian, OC Public Libraries, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

"**OC Public Libraries/Facilities Manager**" means the Manager, OC Public Libraries/Facilities Services, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Librarian.

2. PREMISES (1.1 SA)

City leases to County that certain property, including the improvements thereon, described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, of approximately 21,484 rentable square feet ("**RSF**") in the Building located at 11200 Stanford Ave., Garden Grove, California, 92840 ("**Premises**"), together with non-exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, community room, other facilities and common areas appurtenant to the Premises.

3. USE (1.2 SA)

County shall use the Premises to provide free public library services. County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

NO ALCOHOL, TOBACCO, OR MARIJUANA PRODUCTS SHALL BE SOLD FROM OR CONSUMED WITHIN THE PREMISES. DRINKING ALCOHOLIC BEVERAGES AND SMOKING OF ANY KIND IS PROHIBITED INSIDE ANY BUILDING WITHIN THE PREMISES.

4. PARKING (1.3 SA)

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 7 (OPTION TO EXTEND TERM), County and library patrons shall have the nonexclusive right to parking spaces located within the parking lot and the exclusive right, without charge, to use ten (10) designated parking spaces for County staff within the parking lot as shown on Exhibit B. County's use of said parking spaces shall be subject to all reasonable rules and regulations which are prescribed by City from time to time for the efficient operation of the parking areas for the Building and provided to County in writing. City shall mark the parking spaces designated for County staff.

In addition to said parking spaces, City shall also provide parking for disabled persons ("**ADA Spaces**") in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

5. TERMINATION OF PRIOR AGREEMENTS (1.4 SA)

It is mutually agreed that this Lease shall terminate and supersede any prior agreement between the Parties hereto covering all or any portion of the Premises including that certain lease dated August 29, 1967 and as amended on August 20, 1985; October 17, 1995; May 20, 1997; and December 12, 2000 ("**Prior Lease**") except as set forth in Section 19 (REPAIR, MAINTENANCE, AND JANITORIAL SERVICES) below, and for those terms relating to continuing obligations for events during the terms of that prior agreement between the Parties hereto, including but not limited to indemnification, and that all personal property and/or equipment (e.g., fixtures, partitions, counters, shelving) attached to and/or placed upon any portion of the Premises by County pursuant to the terms of any prior agreement

between the Parties hereto shall remain the personal property of County, who shall have the right and obligation to remove same.

6. TERM (1.5 NA)

The Term of this Lease shall be fifteen (15) years ("**Term**"), commencing on the Effective Date through August 31, 2038.

7. OPTION TO EXTEND TERM (1.6 SA)

Provided there is no current County Default under this Lease (as further defined in Clause 29 (DEFAULTS AND REMEDIES), either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the "**Option(s)**") of this Lease for two (2) ten (10) year periods (each an "**Extension Term**") approved and executed by the Chief Real Estate Officer and memorialized in subsequent amendments. County shall give City written notice of its intent to exercise its Option(s) to extend the Term no sooner than twelve (12) months and no later than nine (9) months prior to the Lease termination date. Time is of the essence in the exercise of the Option(s). The Option(s) shall be personal to County and shall not be exercised by any assignee or sublessee of County. "Term" as used in this Lease shall mean the initial Term and the Extension Term(s) if the Option(s) are duly exercised. If the County exercises the Options(s) to extend, during each of the Extension Term(s) County shall continue to have the option to terminate the Lease pursuant to Clause 8 (OPTION TO TERMINATE).

8. OPTION TO TERMINATE LEASE (1.7 NA)

Unless earlier terminated as set forth herein, commencing ten years from the Maintenance Commencement Date (as defined in Section 19 below), this Lease may be terminated at any time by either Party by giving written notice to the other Party at least one hundred and eighty (180) days prior to said termination date.

9. RENT (1.8 NA)

In exchange for the valuable consideration of providing free public library services, County's use of the Premises shall be rent-free throughout the Term of this Lease or any Extension Term(s) and shall continue to be rent-free as long as County uses the Premises to provide free public library services.

10. RENT ADJUSTMENT (1.9 SA) - *Intentionally Omitted*

11. ADJUSTMENT FOR COST OF CITY SERVICES (2.0 SA) - *Intentionally Omitted*

12. RIGHT OF FIRST OFFER (2.1 SA*) - Intentionally Omitted*

13. CONSTRUCTION (2.2 SA)

County shall complete, at County's sole cost, the Work consistent with, and as defined in the attached Exhibit D, which is attached hereto and by this reference made apart hereof (the "**Work**"). Prior to the Work commencing, the County shall cause an assessment of the Building, its structure and systems, to

be completed, which analysis shall be provided to the City for its review. Based on this assessment, County shall provide a bid package for the Work, which shall be provided to the City for its review and comment prior to the release of any bid package. The Parties shall cooperate on this process to ensure that both Parties have input on the Work and the resulting bid package. In the event of a disagreement between the Parties on the assessment or the resulting bid package, the Parties shall meet and confer to endeavor to produce a bid package the meets the approval of both Parties, if possible, within the time constraints related to the funding to be provided for the Work.

14. PAINTING BY CITY (2.3 SA) – *Intentionally Omitted*

15. CARPETING BY CITY (2.4 SA) – *Intentionally Omitted*

16. ALTERATIONS (2.5 SA)

County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the County in its discretion. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon the Premises by County shall be considered as personal property of County, as defined below in Clause 34 (COUNTY PROPERTY), which shall have the right and the obligation, to remove same. County agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear exempted.

17. IMPROVEMENTS BY CITY (2.6 NA) – *Intentionally Omitted*

18. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 NA)

City agrees that County may install, at County's sole cost and expense, telecommunication devices and a security card access system in, on, or around the Premises and Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 16 (ALTERATIONS), shall be applicable to such work. It shall be County's responsibility to obtain all governmental permits and/or approvals required for such installation; however, City shall reasonably cooperate with County as necessary or appropriate, to obtain said permits and/or approvals. Additionally, County or County subcontractors have the right to enter the Premises and/or Building to maintain, repair or replace the County telecommunications network consistent with said contract between County and its service provider. County may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed by County. When the Lease is terminated, County reserves all rights to remove, at its discretion, any such telecommunication improvements from the Premises and/or Building.

19. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 NA)

Commencing on the date the work defined in Exhibit D is completed (the "**Maintenance Commencement Date**"), this Section 19 shall control the allocation of the repair, maintenance and janitorial services between the Parties for the Building and Premises. The Parties agree that the Maintenance Commencement Date of this Lease will be confirmed in writing by either Party upon demand by the other. Prior to the Maintenance Commencement Date, the allocation of repair, maintenance and janitorial services shall be as set forth in the Prior Lease.

A. **County Services**. County shall provide, at its own cost and expense, except as otherwise provided in this Lease or as otherwise directed by City: (1) all janitorial supplies and services to the Premises, including the supplying of restroom expendables and replacement of light bulbs and Light Emitting Diode (LED) lamps; (2) any and all necessary repair, maintenance and replacement of all equipment and personal property within the Premises; (3) the cleaning and refinishing of interior surfaces and repair of all damage caused by County's patrons' use and/or misuse of the Premises; and (4) any and all necessary repair, maintenance, and replacement of all carpet and paint inside the Library.

B. **City Services.** City shall provide, at its own cost and expense, all other repair and maintenance items, including, but not limited to, maintenance of the heating and air conditioning system (the "**Services**"). City's repair and maintenance standards shall be consistent with the maintenance levels at other branch libraries within the City and throughout Orange County. Should the Services provided by City exceed $100,000 dollars in a fiscal year during the first ten (10) years of the Lease Term ("**Service Overage**"), County and City shall meet and discuss how to best address said Service Overage. The Parties agree that any and all Service Overage is not County's obligation, but the County will endeavor to assist the City in addressing any such Service Overage.

Subject to the prior paragraph, if City fails to provide satisfactory repair and maintenance (including fire extinguishers) to the Premises in a manner consistent with the maintenance levels of other branch libraries throughout Orange County, County may notify City in writing; and if City does not instigate measures to provide satisfactory service and/or to remedy the unsatisfactory conditions within a reasonable time after County has placed such notice in the mail to City directed to the address shown for City in Clause 59 (NOTICES) below, or has personally delivered such notice to City, County may provide the repair and maintenance necessary to remedy the unsatisfactory conditions and assure satisfactory service or have others do so, and bill the cost thereof to City, including labor, materials, and overhead.

If City or City's representative cannot be contacted by County for emergency repairs and/or services the same day any emergency repairs and/or services are necessary to remedy the emergency condition, or if City following such contact by County is unable to make the necessary repairs or provide the necessary services, County may, at its option, have the necessary repairs made and/or provide services to remedy the emergency condition, and bill City the cost thereof including labor, materials, and overhead. /Notwithstanding the above, County may communicate a notice of a deficiency to City by telephone and confirming facsimile or email. The date and time stamped on the facsimile/email confirmation page shall determine the date and time notice was first given to City.

Should County be forced to shut down its operations within the Premises due to City's failure to provide services required by this clause, City shall be responsible for the cost, to the County, if any, of such a shutdown.

C. **Normal Business Hours**. The "**Allocation Formula**" determines the days and hours of operations for libraries based on weighing factors which include, but are not limited to,

population, taxes and circulation of library materials. Pursuant to and consistent with the Allocation Formula, the County agrees, to keep the Premises and Building open the minimum hours determined ("**Normal Business Hours**"). County agrees that it will confer and consult with City at least ninety (90) days prior to any alteration of Normal Business Hours by County.

20. UTILITIES (2.9 N)

County shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises.

21. BUILDING AND SAFETY REQUIREMENTS (3.0 SA)

During the Term and Extension Term(s) of this Lease, City, at City's sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code.

Included in this provision is compliance with the Americans with Disabilities Act **("ADA")** and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, City shall not be responsible for any ADA violations resulting from alterations made by County or the placement of County's furniture, fixtures or equipment by County.

City and County shall use commercially reasonable efforts to repair and maintain the Premises as a "safe place of employment," as defined in the California Occupational Safety and Health Act (California Labor Code §§ 6300 *et seq.*,) and the Federal Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*). County agrees to notify City of any repair or maintenance necessary within the Premises or Building to comply with such Acts for which City is responsible and City agrees to take such steps necessary to repair or maintain the Premises or Building. In the event that such repair or maintenance is necessary and is the result of County's acts or omissions, provided that County approves a work order with associated expense estimate, City agrees to perform such repair or maintenance and County agrees to reimburse City within thirty (30) days.

In the event City neglects, fails, or refuses to maintain said Premises as aforesaid, following thirty (30) days after written notice from County to City providing notice of such neglect or failure or refusal, County may, notwithstanding any other termination provisions contained herein: thirty (30) days following a second written notice of such neglect or failure or refusal, County may terminate this Lease with written notice to the City.

22. ASSIGNMENT AND SUBLETTING (3.1 SA)

County shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of City. However, both Parties agree that the County has the right to enter into a license agreement with the Friends of the Library, without the prior written consent of the City. This Lease serves as notice to the City of said license agreement between the County and Friends of the Library.

23. INSURANCE (3.2 N)

City shall obtain and keep in force during the term of this Lease a program of self-insurance to cover City's liability arising from City's performance of its obligations hereunder with limits no less than two million dollars ($2,000,000.00) and a policy or policies of commercial property insurance written on ISO form CP 00 10 10 12, or a substitute form providing coverage at least as broad, to cover the loss or damage to the Premises to the full insurable value of all improvements and fixtures owned by City, at least in the amount of the full replacement cost thereof.

City agrees to and shall include in the policy or policies of commercial property insurance a standard waiver of right of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees by the insurance company issuing said policy or policies. City further agrees to include in the policies required hereunder an Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employee**s** as an additional insured.

County shall obtain, maintain, and keep in full force and effect during the life of this Lease insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the County's operation and use of the Premises. The cost of such insurance or a program of self-insurance shall be borne by the County. County shall designate the City as an Indemnified Party under its program of self-insurance.

Coverage shall be at least as broad as:

a. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **Two Million Dollars ($2,000,000.00)** per occurrence.

b. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **One Million Dollars ($1,000,000.00)** per accident for bodily injury or disease.

c. **Property** insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If City or County maintains broader coverage and/or higher limits than the minimums shown above, the other Party shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the other Party.

Endorsements. County's program of self-insurance shall contain the following provisions:

a. Indemnified Party Status. The City of Garden Grove and its elected and appointed boards, officers, officials, agents, employees, and volunteers are to be covered as an

Indemnified Party on the County's program of self-insurance with respect to liability arising out of work or operations performed by or on behalf of the County of Orange including materials, parts, or equipment furnished in connection with such work or operations.

b. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, suspended, voided, nor the coverage or limited reduced, except with thirty (30) days written notice to the City.

Upon approval by City, the required endorsements set forth herein may be satisfied by County's Certificate of Self-insurance.

Waiver of Subrogation. County and City hereby waive all rights of subrogation.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

County and City shall provide Certificates of Insurance or a Certificate of Self-insurance to comply with the insurance requirements stated herein.

Special Risks or Circumstances. City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances; however said modifications must be mutually agreed upon by both Parties.

24. INDEMNIFICATION (3.3 N)

County hereby agrees to indemnify, hold harmless, and defend City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all claims, losses, demands, damages, costs, including reasonable attorneys' fees, expenses or liability arising in connection with the occupancy and use of the Premises by County, except for liability arising out of the sole negligence or willful misconduct of City, its elected and appointed officials, officers, agents, employees, or volunteers, including the cost of defense of any lawsuit arising therefrom.

City hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and volunteers against any and all claims, losses, demands, damages, costs, including reasonable attorneys' fees, expenses or liability arising out of the ownership or maintenance of the Premises, except for liability arising out of the sole negligence or willful misconduct of County, its elected and appointed officials, officers, agents, employees, or volunteers, including the cost of defense of any lawsuit arising therefrom.

In the event judgment is entered against County and City because of the concurrent active negligence of County and City, their officers, agents, or employees, the Parties agree that an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

25. TAX EXEMPTION (3.4 SA) – *Intentionally Omitted*

26. TOXIC MATERIALS (3.5 SA)

County hereby warrants and represents that County will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "**Toxic Materials**"). County shall be responsible for and shall indemnify and hold City, its elected officials, officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Premises by County. If the storage, use, and disposal of Toxic Materials on the Premises by County results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, County shall promptly take any and all action necessary to clean up such contamination.

City hereby warrants and represents that City has in the past and will hereafter comply with all applicable laws and regulations relating to the storage, use and disposal of Toxic Materials. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises by City results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination (and such violation does not arise out of any acts or omissions of County, its agents, employees or contractors), City shall promptly take any and all action necessary to clean up such contamination.

27. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (3.6 SA) - *Intentionally Omitted*

28. ESTOPPEL CERTIFICATE (3.7 SA) - *intentionally omitted*

29. DEFAULTS AND REMEDIES (3.8 N)

A. <u>County Default:</u> County shall be deemed in default of this Lease if: a) in the event of any monetary breach of this Lease by County, City shall notify County in writing of such breach, County shall have ten (10) days from such notice in which to cure said breach, and County fails to cure said breach, or b) in the event of any non-monetary breach of this Lease, County fails within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**County Default**").

B. <u>City Default:</u> City shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by City, County shall notify City in writing of such breach, City shall have ten (10) days from such notice in which to cure said breach, and City fails to cure said breach, or b) in the event of any non-monetary breach of this Lease, City fails within fifteen (15) days

after receipt by City of written notice specifying wherein such obligation of City has not been performed; provided however, that if the nature of City's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then City shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**City Default**").

C. County Remedies: County's remedies as the result of City Default shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

D. City Remedies: City's remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

In addition to the remedies set forth herein, in the event of a City Default or a County Default, the non-defaulting Party may immediately terminate this Lease. Such termination shall be deemed effective thirty (30) days after the non-defaulting party provides written notice to the defaulting party that it is terminating this Lease pursuant to this Clause 29. Upon termination of this Lease, County shall remove all County-owned property and equipment from the Premises in a timely manner.

30. DEBT LIMIT (3.9 SA) - *intentionally omitted*

31. LABOR CODE COMPLIANCE (4.0 SA)

City acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Maintenance Commencement Date or any such future improvements or modifications performed by City at the request of County shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than $1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, City shall pay or cause its contractors and/or subcontractors to pay the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm from the Director of the State Department of Industrial Relations. As required by applicable law, City shall cause to be posted a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the Premises. As applicable, City or its contractors and/or subcontractors, shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, City shall cause payroll records to be maintained for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request City shall provide the OC Public

Libraries/Facilities Manager updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for City to perform improvements or modifications on space currently leased by County or for which County has entered into a lease or lease amendment.

32. RIGHT TO WORK AND MINIMUM WAGE LAWS (4.1 SA)

In accordance with the United States Immigration Reform and Control Act of 1986, City shall require its employees that directly or indirectly service the Premises or the terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. City shall also require and verify that its contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, City shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. City shall require and verify that all its contractors or other persons servicing the Premises on behalf of the City also pay their employees no less than the greater of the Federal or California Minimum Wage.

City shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

Notwithstanding the minimum wage requirements provided for in this clause, City, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 31 (LABOR CODE COMPLIANCE) of this Lease.

33. COMMISSION (4.2 SA) - *Intentionally Omitted*

34. COUNTY PROPERTY (4.3 SA)

All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning equipment and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the City, its employees, agents, licensees or invitees, shall be at the sole risk of the County, and City shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of City's negligence or willful misconduct and not otherwise waived pursuant to Clause 35 (CITY'S RIGHT OF ENTRY) below. City hereby waives any and all lien rights, whether statutory or common law or established pursuant to this Lease, that City may have as "landlord" with respect to any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of County presently or which may hereafter be situated within the Premises.

35. CITY'S RIGHT OF ENTRY AND ACCESS TO THE PREMISES (4.4 N)

City shall have the right to enter the Premises at any time, with or without notice to County. City and County shall each have full access to the entire Premises, with the exception of each Party's server room. Access to each Party's server room shall be limited to that Party and its officers, agents, employees, and volunteers, unless such Party permits access to the other Party

36. SIGNAGE (4.5 SA)

County shall not erect, install or maintain any sign or display upon or in front of the Premises and/or Building without prior written approval from City. However, County may hang up to two banners and/or flags at each entrance to the Library for special events without prior City approval. Such banners and flags shall be removed promptly after the conclusion of such special events. All signage shall comply with all applicable laws and zoning and site plan requirements.

37. SECURITY SERVICES (4.6 SA)

County may provide security services within the Premises. City may provide security services for the exterior of the Premises.

As part of the Work, set forth on Exhibit D, attached hereto, the County and City shall coordinate to ensure that the Building alarm system notifications are wired such that City's Police and Fire Departments are notified when the Building alarm system activated.

38. AUTHORITY (4.7 SA)

The persons executing the Lease below on behalf of County or City warrant that they have the power and authority to bind County or City to this Lease.

39. LEASE ORGANIZATION (4.8 SA)

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

40. SUCCESSORS IN INTEREST (4.9 SA)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder.

41. DESTRUCTION OF OR DAMAGE TO PREMISES (5.0 NA)

"**Partial Destruction**" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than 25 percent (25%) of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

"**Total Destruction**" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is 25 percent (25%) or more of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

In the event of a Partial Destruction of the Premises, City shall immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by City, at City's sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an extended time frame as may be mutually agreed. County shall reimburse City for costs to repair the Premises for damage or destruction caused by County or County's employees, agents or invitees. The Partial Destruction of the Premises shall in no way render this Lease null and void. Should City fail to complete necessary repairs, for any reason, within sixty (60) days, or other time frame as may be mutually agreed, County may, at County's sole option, terminate the Lease.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this Lease shall in no way be rendered null and void and City shall immediately initiate action to rebuild or make repairs, as necessary, to restore the Premises (including replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. County shall reimburse City for costs to repair the Premises for damage or destruction caused by County or County's employees, agents or invitees. In the event City refuses to diligently pursue or is unable to restore the Premises to a condition suitable for being occupied (including replacement of all tenant improvements) within one hundred and eighty (180) days of the occurrence of said destruction or within an extended time frame as may be mutually agreed, County may, at County's sole option, terminate this Lease.

42. AMENDMENT (5.1 SA)

This Lease sets forth the entire agreement between City and County and any modification must be in the form of a written amendment.

43. PARTIAL INVALIDITY (5.2 SA) – *Intentionally Omitted*

44. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (5.3 SA)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure as defined below in Clause 55 (FORCE MAJEURE), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

45. STATE AUDIT (5.4 SA)

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten thousand dollars ($10,000), City shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment by County to City under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

46. WAIVER OF RIGHTS (5.5 SA)

The failure of City or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that City or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

47. HOLDING OVER (5.6 SA)

In the event County shall continue in possession of the Premises after the Term or any Extension Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

48. EARTHQUAKE SAFETY (5.7 SA)

City hereby confirms that to the best of City's knowledge, the Premises was in compliance with all applicable seismic safety regulations and building codes at the time of construction.

49. QUIET ENJOYMENT (5.8 SA)

City agrees that, subject to the terms, covenants and conditions of this Lease, County may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

50. ADMINISTRATIVE COSTS (5.9 SA) - *Intentionally Omitted*

51. GOVERNING LAW AND VENUE (6.0 SA)

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

52. ATTORNEYS' FEES (6.1 SA)

In the event of a dispute between City and County concerning claims arising out of this Lease, or in any action or proceeding brought to enforce or interpret any provision of this Lease or where any

provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

53. TIME (6.2 SA)

Time is of the essence of this Lease.

54. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (6.3 SA)

In accordance with California Civil Code 1938(e), "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Pursuant to California Civil Code section 1938, City hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. However, if it is determined that a violation of handicapped access laws (including the Americans with Disabilities Act) existed at the Premises as of the Maintenance Commencement Date, City shall correct such non-compliance at City's cost.

55. FORCE MAJEURE (6.4 SA)

For purposes of this Lease, the term "**Force Majeure**" means any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party's best efforts to fulfill the obligation. "**Best Efforts**" includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. City and County shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control.

56. CONDEMNATION (6.5 SA)

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, County

may, at County's option, to be exercised in writing within ten (10) days after City shall have given County written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. City shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the Building or property which would have a material adverse effect on City's ability to profitably operate the remainder of the Building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. Condemnation awards and/or payments shall be the property of City, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages. County hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

57. CONSENT OR APPROVAL (6.6 SA)

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

58. UNENFORCEABLE PROVISIONS (6.7 SA)

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable by a court of competent jurisdiction, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

59. NOTICES (6.8 SA)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: City
City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840
Attention: City Manager[LT1]

To: County
Orange County Public Library
1501 E. St. Andrew Place
Santa Ana, CA 92705
Attention: County Librarian

With a copy to:

County Executive Office
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Thomas A Miller, Chief Real Estate Officer

60. ATTACHMENTS (6.9 SA)

This Lease includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS
Exhibit A - Description of Premises
Exhibit B - Depiction of Premises
Exhibit C - City Maintenance Schedule
Exhibit D - The Work

61. COUNTERPARTS (N)

This Lease may be executed in one or more electronic or original counterparts, each of which will be deemed an original signature but all of which together will constitute one and the same instrument.

//

//

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IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By_____
Deputy

Date:_____

RECOMMENDED FOR APPROVAL

OC Public Libraries

By_____
County Librarian

COUNTY EXECUTIVE OFFICE

By _____
Administrative Manager
Real Estate Services

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS PER GC § 25103, RESO. 79-1535

BY:

_____
ROBIN STIELER
Clerk of the Board of Supervisors
of Orange County, California

CITY

City of Garden Grove, a municipal corporation

By
_____
Lisa Kim , City Manager

APPROVED AS TO FORM:

By_____
City Attorney

ATTEST:

By_____
City Clerk

COUNTY

COUNTY OF ORANGE

BY:_____
Chairman of the Board of Supervisors
Orange County, California

EXHIBIT A

LEASE DESCRIPTION (10.1 S)

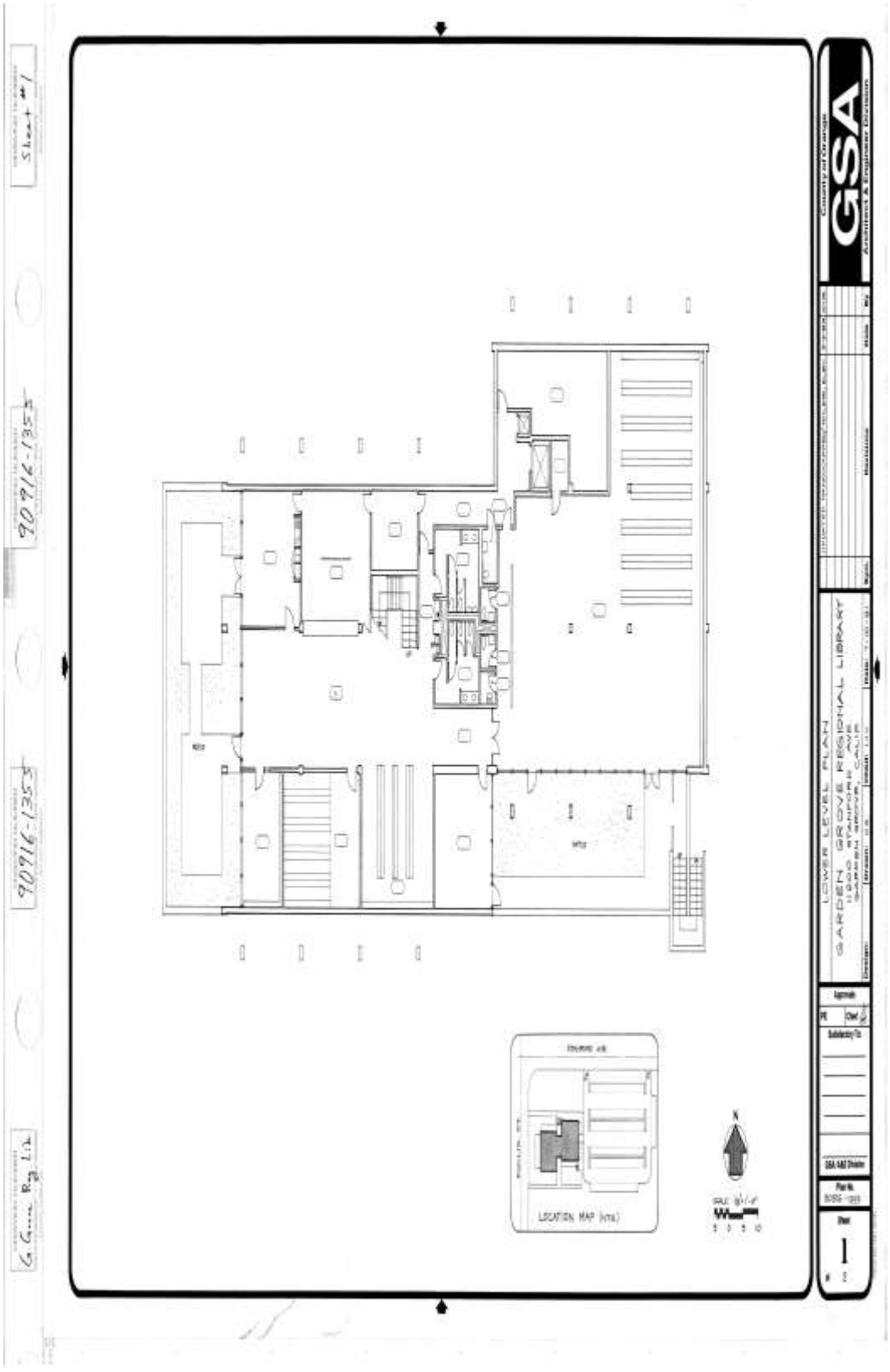
PROJECT NO:	GG26-L-B-R1	DATE:7/17/2018
PROJECT:	Garden Grove Main Library	VERIFIED BY: Julie Oakley

All the Premises shown (hatched) on plot plan Marked Exhibit B. Attached hereto and made a part hereof, located at 11200 Stanford Ave City of Garden Grove, County of Orange, State of California, comprising approximately 21,484 square feet, together with free use of ten (10) parking spaces in the parking shown on Exhibit B.

NOT TO BE RECORDED

EXHIBIT B

DEPICTION OF PREMISES



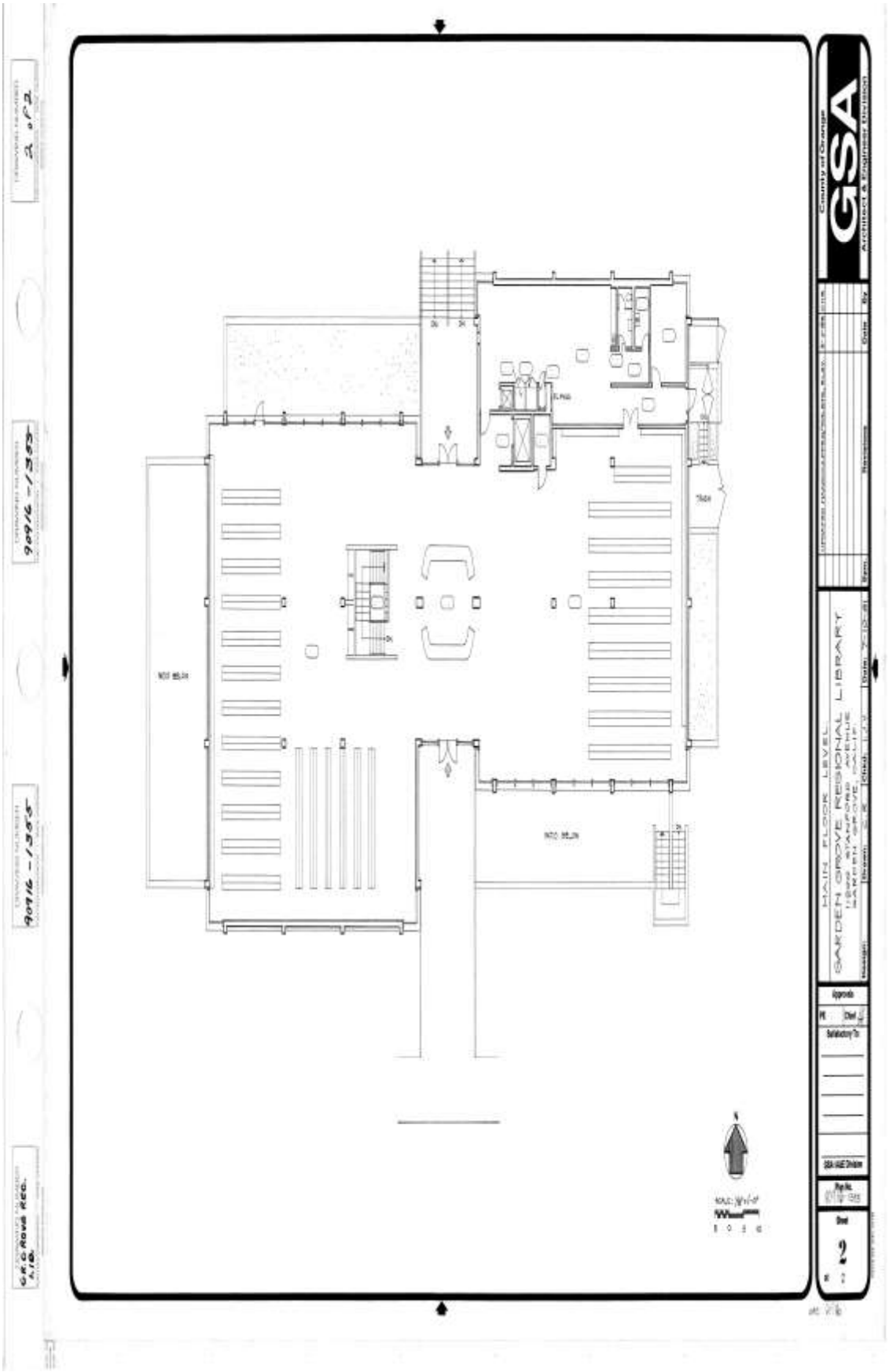

GSA
County of Orange
Architect & Engineer Division
MAIN FLOOR LEVEL
GARDEN GROVE REGIONAL LIBRARY
12200 STANFORD AVENUE
GARDEN GROVE, CA 92840
Approved
Satisfactory To
Sheet
2

EXHIBIT C

CITY MAINTENANCE SCHEDULE

HEATING-VENTILATION-AIR CONDITIONING ("**HVAC**") MAINTENANCE

- Respond to indoor temperature complaints and provide expeditious correction
- Inspect all HVAC systems at least twice a year
- Inspect all support structures, and provide documentation of maintenance and repairs
- Inspect all moving parts or components, investigate noises; belts; bearings; drives; and fans, and lubricate and adjust as recommended per manufacturers' specifications.
- Perform air-handling unit maintenance including replacing air filters at least quarterly.
- Perform monthly walkthroughs of HVAC systems for preventative maintenance work requests.

GARDEN GROVE LIBRARY LANDSCAPE MAINTENANCE BY CITY CONTRACTOR

- Mowing – weekly
- Planter weeding – minimum one time per month
- Shrub trimming – minimum one time per month
- Turf Fertilization – two times per year
- Planter Fertilization – two times per year
- Planter Pre-emergent or alternate method, as needed
- Irrigation inspection – one time per month
- Trimming of trees on an as needed basis

LIBRARY BUILDING MAINTENANCE

- Clean inside and outside of all windows – minimum two (2) times a year

EXHIBIT D

The Work

County and City agree to work together providing input and reviewing the scope of work bid package for the Work as further defined below. Prior to the Work commencing, the County shall cause an assessment of the Building, its structure and systems, to be completed, which analysis shall be provided to the City for its review. Based on this assessment, County shall provide a bid package for the Work, which shall be provided to the City for its review and comment prior to the release of any bid package. The Parties shall cooperate on this process to ensure that both Parties have input on the Work and the resulting bid package. In the event of a disagreement between the Parties on the assessment or the resulting bid package, the Parties shall meet and confer to endeavor to produce a bid package the meets the approval of both Parties, if possible, within the time constraints related to the funding to be provided for the Work.

The **"Work**" is defined as replacement, upgrade, or repair of the following systems as appropriate:

- Arc Flash
- Exterior Door Hardware
- Replace Electrical Service Outlets
- Electrical Panels
- Switchgear & Motor Control Center
- Interior Lighting
- Exit Signs and Emergency Lighting
- Hot Water Pump
- ADA
- Stair Finishes
- Carpeting/Vinyl Flooring
- HVAC Package Units
- HVAC Control/BAS/Lighting controls
- Transfer Switch for Sewage Pump
- Equipment Screens
- Storefront Doors
- Cabinets and Counter Tops
- Ceiling
- Data Wiring
- Roof
- Plumbing
- Furniture, Fixtures, Equipment – ("**FFE**")
- Interior Paint and Carpet
- *Exterior accessible parking, accessible path of travel, and other exterior improvements are excluded as they are the responsibility of the City.
- New fire alarm panel and equipment install as a part of the Life and Safety improvements to the facility

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution Declaring Assessor Parcel Number 133-291-03, Garden Grove, Exempt Surplus Land. (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To request the City Council consider adoption of a Resolution declaring certain real property, assessor parcel number 133-291-03, Garden Grove, as exempt Surplus Land.

BACKGROUND

The City owns the approximate 870 square foot real property located at 9252 Lampson Avenue, adjacent to Leroy Avenue, Garden Grove, APN No. 133-291-03, which is the site for the abandoned Well No. 11C. The location is shown in the attached exhibit.

Pursuant to the California Surplus Land Act (SLA) Section 54221(b)(1), the City Council must declare City owned real property to be "surplus land" or "exempt surplus land" prior to the City taking action to sell or dispose of real property and submit the determination to the California Department of Housing and Community Development (HCD) for its review and approval at least 30 days prior to disposition of the property.

DISCUSSION

Exempt surplus land is defined to include surplus land that is less than 5,000 square feet in area, or less than the minimum legal residential building lot size per Government Section Code 54221(f)(1)(B). Additionally, Section 103(b)(3)(B) of the Surplus Land Act Guidelines issued by HCD, local agency surplus land that is either less than 5,000 sq. ft. in area or less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 sq. ft. in area, whichever is less is exempt from the provisions of Articles II and III of the SLA/HCD Guidelines.

The subject property is an abandoned water well adjacent to an existing single-family residence. It is 870 square feet in size, which is substantially less than the minimum legal residential building lot size and meets the requirements for the Surplus Land Act exemption.

FINANCIAL IMPACT

There is no financial impact for the City Council to adopt the resolution declaring the property exempt surplus land. An appraisal will be done on the subject property at a later time to determine the price at which it will be offered for sale to the adjacent property owner.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution declaring the former Well No. 11C property exempt surplus land; and

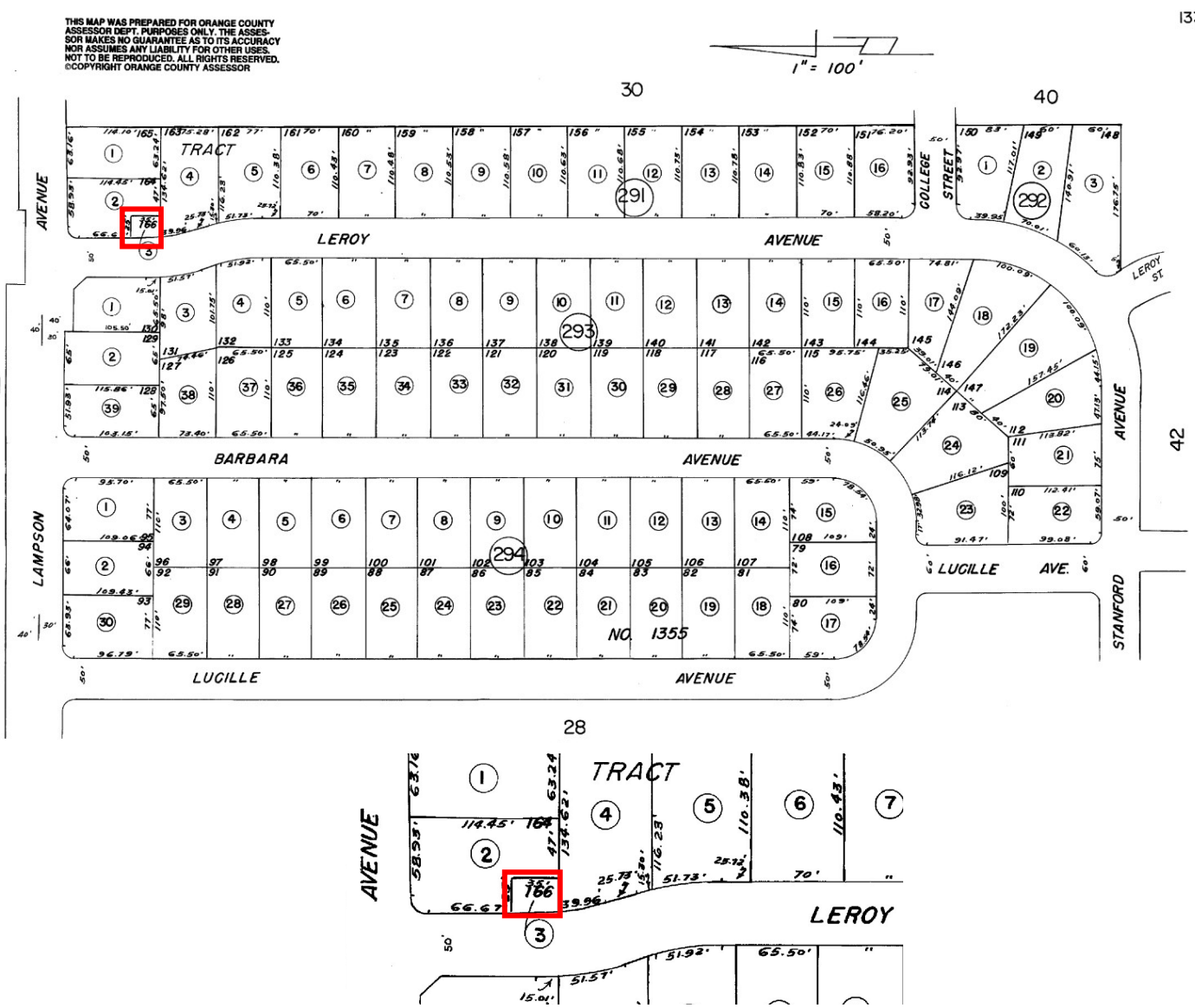
- Authorize the City Manager, or her designee, to submit the Resolution to the California Department of Housing and Community Development for their review and approval, on behalf of the City.

By: Paul Guerrero, Real Property Agent

ATTACHMENTS:

Description	Upload Date	Type	File Name
Exhibit	7/17/2023	Exhibit	Exhibit.pdf
Resolution	7/18/2023	Resolution	GG_Resolution_Declaring_Former_Well_11C_Exempt_Surplus_Land.DOCX

Well No. 11C — APN: 133-291-03







RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY LOCATED AT 9252 LAMPSON AVENUE, GARDEN GROVE, CALIFORNIA, APN 133-291-03 AS EXEMPT SURPLUS LAND

WHEREAS, the City of Garden Grove ("City") is a California municipal corporation and general law city; and

WHEREAS, the City is the owner of certain real property located adjacent to 9252 Lampson Avenue along Leroy Avenue in the City. The parcel is former Well No. 11C and is approximately 870 square feet in size, Assessor's Parcel No. 133-291-03 (herein, "Property"); and

WHEREAS, the City wishes to dispose of the Property, which is only usable by the adjacent property located at 9252 Lampson Avenue; and

WHEREAS, the Property is not suitable for development because its size is substantially less than the minimum legal residential building lot size and its location makes it usable only by the owner of the property located at 9252 Lampson Avenue as an extension of their single-family residence back yard; and

WHEREAS, pursuant to GC Section 54221(b)(l) of the California Surplus Land Act (GC Sections 54220-54234) ("SLA"), the City Council must declare real property to be "surplus land" or "exempt surplus land" before the City Council takes action to sell or otherwise dispose of real property; and

WHEREAS, GC Section 54221(f)(1)(B) defines "exempt surplus land" to include surplus land that is (i) less than 5,000 square feet in area, (ii) less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 square feet in area, whichever is less, and sold to the owner of contiguous land; and

WHEREAS, pursuant to Section 103(b)(3)(B) 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 either less than 5,000 sq. ft. in area or less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 sq. ft. in area, whichever is less is exempt from the provisions of Articles II and III of the SLA/HCD Guidelines; and

WHEREAS, pursuant to the SLA, the City Council must take formal action in a regular public meeting to declare that the Property is exempt surplus land, as supported by written findings, which is the subject and intention of this Resolution; and

WHEREAS, by this Resolution the City Council declares pursuant to Government Code Sections 54221(b)(1) and 54221(f)(1)(B) that the Property is exempt surplus land because the Property is a former well site of only 870 square feet and the City intends to sell and convey the Property to the adjacent property owner; and

WHEREAS, pursuant to the SLA/HCD Guidelines, any determination by a local agency that its surplus land is exempt from the SLA must be provided to HCD for its review at least 30 days prior to disposition; and

WHEREAS, under the California Environmental Quality Act ("CEQA") this declaration is exempt pursuant to Section 15312 of the State CEQA Guidelines (Title 14, California Code of Regulations); and

WHEREAS, this action declares the Property as exempt surplus land and directs staff to effectuate the purpose of this Resolution, and this administrate activity of government will not result in direct or indirect physical changes to the environment; and there is no commitment to a particular scope of development other than the objective for development and operation of affordable housing on the Property, and in this regard, CEQA review requirements will be completed before any commitment to a selected proposal and project occurs and appropriate environmental review pursuant to CEQA will be completed at such time; and

WHEREAS, by this Resolution the City Council intends to authorize and direct the City Manager to cause submittal of a copy of this Resolution to HCD in accordance with the SLA/HCD Guidelines; and

WHEREAS, the City Council intends that the City Manager, and her designees, be authorized to take any other such actions as they deem necessary or proper to effectuate the purposes of this Resolution.

NOW THEREFORE BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE as follows**:**

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council declares the former wellsite located at 9252 Lampson Avenue along Leroy Avenue (APN 133-291-03) as exempt surplus land under Government Code Section 54221(f)(1)(B) and pursuant to Section 103(b)(3)(B) of the SLA/HCD Guidelines.

Section 3. The City Council authorizes and directs the City Manager to cause submittal of a copy of this Resolution to HCD in accordance with the SLA/HCD Guidelines.

Section 4. The City Manager and her designees are authorized to take any other such actions as they deem necessary or proper to effectuate the purposes of this Resolution, and all actions previously taken, if any, are hereby ratified; and

Section 5. The City Council finds that this declaration and action is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15312 of the CEQA Guidelines (Surplus Government Property Sales).

Section 6. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Garden Grove, California, this 25th day of July 2023 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steve Jones, Mayor

Attest:

Teresa Pomeroy, CMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF GARDEN GROVE)

I, Teresa Pomeroy, CMC, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution No. 2023-____ was duly and regularly adopted by vote of the City Council of the City of Garden Grove at its regular meeting held on the 25th day of July 2023, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Teresa Pomeroy, City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution Declaring Real Property located at 12281 W. Garden Grove Boulevard, Assessor Parcel Number 231-422-13, Garden Grove as exempt surplus land. (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To request the City Council consider adoption of a Resolution declaring certain real property, assessor parcel number 231-422-13, Garden Grove, as exempt Surplus Land.

BACKGROUND

The City owns the approximate 1,810 square foot real property located at 12281 W. Garden Grove Blvd., Garden Grove, APN No. 231-422-13, which is the site of the abandoned Well No. 93C. See attached Exhibit.

Pursuant to the California Surplus Land Act (SLA) Section 54221(b)(1), the City Council must declare City owned real property to be "surplus land" or "exempt surplus land" prior to the City taking action to sell or dispose of real property and submit the determination to the California Department of Housing and Community Development (HCD) for its review and approval at least 30 days prior to disposition of the property.

DISCUSSION

Exempt surplus land is defined to include surplus land that is less than 5,000 square feet in area, or less than the minimum required for a residential building lot size per Government Section Code 54221(f)(1)(B). Additionally, Section 103(b)(3)(B) of the Surplus Land Act Guidelines issued by HCD, surplus land that is less than 5,000 sq. ft. or less than the minimum residential building lot size is exempt from the provisions of Articles II and III of the SLA/HCD Guidelines. The subject property meets both criteria and could only be used by the adjacent property owner to extend their rear yard. The property can therefore be declared exempt surplus land.

FINANCIAL IMPACT

There is no financial impact for the City Council to adopt the resolution declaring certain

real property, Assessor Parcel Number APN 231-422-13, Garden Grove, as exempt Surplus Land. An appraisal will be done on the subject property at a later time to determine the price at which it will be offered to the adjacent property owner.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution declaring the property located at 12281 W. Garden Grove Blvd., APN 231-422-13 exempt surplus land; and

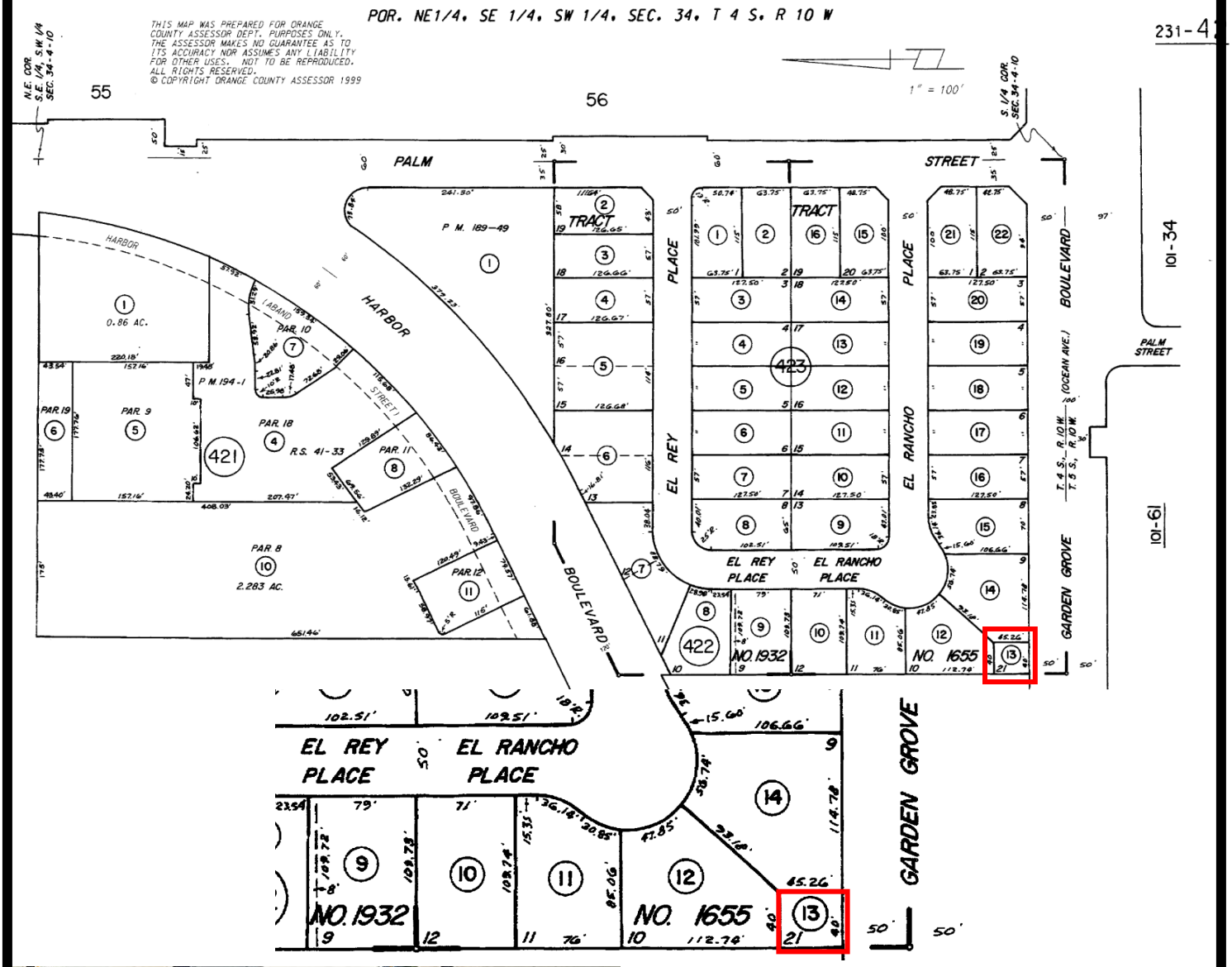
- Authorize the City Manager, or her designee, submit the Resolution to the California Department of Housing and Community Development for their review and approval, on behalf of the City.

By: Paul Guerrero, Real Property Agent

ATTACHMENTS:

Description	Upload Date	Type	File Name
Exhibit	7/17/2023	Exhibit	Exhibit.pdf
Resolution	7/18/2023	Resolution	GG_Resolution_Declaring_Former_Well_93C_Property_Exempt_Surplus_Land.DOCX

Well No. 93C — APN: 231-422-13



RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY LOCATED ON 12281 W. GARDEN GROVE BLVD., GARDEN GROVE, CALIFORNIA, APN 231-422-13 AS EXEMPT SURPLUS LAND

WHEREAS, the City of Garden Grove ("City") is a California municipal corporation and general law city; and

WHEREAS, the City is the owner of certain real property located at 12281 W. Garden Grove Blvd. in the City. The parcel is a former wellsite (former Well No. 93C) and is approximately 1,810 square feet in size, Assessor's Parcel No. 231-422-13 (herein, "Property"); and

WHEREAS, the City wishes to dispose of the Property, which is only usable by the adjacent property; and

WHEREAS, the Property is not suitable for development because its size is substantially less than the minimum legal residential building lot size, contains a 6" PVC water line for which an easement must be reserved and which will make it usable only by the owner of the adjacent property as an extension of their single family residence back yard; and

WHEREAS, pursuant to GC Section 54221(b)(1) of the California Surplus Land Act (GC Sections 54220-54234) ("SLA"), the City Council must declare real property to be "surplus land" or "exempt surplus land" before the City Council takes action to sell or otherwise dispose of real property; and

WHEREAS, GC Section 54221(f)(1)(B) defines "exempt surplus land" to include surplus land that is (i) less than 5,000 square feet in area, (ii) less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 square feet in area, whichever is less, and sold to the owner of contiguous land; and

WHEREAS, pursuant to Section 103(b)(3)(B) 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 either less than 5,000 sq. ft. in area or less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 sq. ft. in area, whichever is less is exempt from the provisions of Articles II and III of the SLA/HCD Guidelines; and

WHEREAS, pursuant to the SLA, the City Council must take formal action in a regular public meeting to declare that the Property is exempt surplus land, as supported by written findings, which is the subject and intention of this Resolution; and

WHEREAS, by this Resolution the City Council declares pursuant to Government Code Sections 54221(b)(1) and 54221(f)(1)(B) that the Property is exempt surplus land

because the Property is a former well site of only 1,810 square feet and the City intends to sell and convey the Property to the adjacent property owner; and

WHEREAS, pursuant to the SLA/HCD Guidelines, any determination by a local agency that its surplus land is exempt from the SLA must be provided to HCD for its review at least 30 days prior to disposition; and

WHEREAS, under the California Environmental Quality Act ("CEQA") this declaration is exempt pursuant to Section 15312 of the State CEQA Guidelines (Title 14, California Code of Regulations); and

WHEREAS, this action declares the Property as exempt surplus land and directs staff to effectuate the purpose of this Resolution, and this administrate activity of government will not result in direct or indirect physical changes to the environment; and there is no commitment to a particular scope of development other than the objective for development and operation of affordable housing on the Property, and in this regard, CEQA review requirements will be completed before any commitment to a selected proposal and project occurs and appropriate environmental review pursuant to CEQA will be completed at such time; and

WHEREAS, by this Resolution the City Council intends to authorize and direct the City Manager to cause submittal of a copy of this Resolution to HCD in accordance with the SLA/HCD Guidelines; and

WHEREAS, the City Council intends that the City Manager, and her designees, be authorized to take any other such actions as they deem necessary or proper to effectuate the purposes of this Resolution.

NOW THEREFORE BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE as follows**:**

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council declares the former wellsite located at 12281 Garden Grove Blvd. (APN 231-422-13) as exempt surplus land under Government Code Section 54221(f)(1)(B) and pursuant to Section 103(b)(3)(B) of the SLA/HCD Guidelines.

Section 3. The City Council authorizes and directs the City Manager to cause submittal of a copy of this Resolution to HCD in accordance with the SLA/HCD Guidelines.

Section 4. The City Manager and her designees are authorized to take any other such actions as they deem necessary or proper to effectuate the purposes of this Resolution, and all actions previously taken, if any, are hereby ratified; and

Section 5. The City Council finds that this declaration and action is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15312 of the CEQA Guidelines (Surplus Government Property Sales).

Section 6. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Garden Grove, California, this 25th day of July 2023 by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steve Jones, Mayor

Attest:

Teresa Pomeroy, CMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF GARDEN GROVE)

I, Teresa Pomeroy, CMC, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution No. 2023-____ was duly and regularly adopted by vote of the City Council of the City of Garden Grove at its regular meeting held on the 25th day of July 2023, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Teresa Pomeroy, City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Laura J. Stover
Dept.:	City Manager	Dept.:	Human Resources
Subject:	Adoption of a Resolution approving the updated employee salary schedule effective July 8, 2023. (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To obtain City Council approval for the updated Salary Schedule for the City of Garden Grove that became effective July 1, 2023.

BACKGROUND

California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws.

DISCUSSION

In order to comply with the statutory and regulatory requirements for publicly available pay schedules, Garden Grove City Council is required to amend the salary schedule to reflect the current pay rate for each job classification. Effective in the pay period following July 1, 2023, this up-dated salary schedule is in accordance with the Memorandums of Understanding with Orange County Employee's Association and League, Garden Grove Police Association and Garden Grove Police Management Association; and Middle and Central Management Resolutions.

In addition, to establish consistency in classification titles with the department name, it is recommended to change the following classification titles:

Information Systems Manager	to	Information Technology Manager
Personnel Analyst	to	Human Resources Analyst
Senior Personnel Analyst	to	Senior Human Resources Analyst
Principal Personnel Analyst	to	Principal Human Resources Analyst

FINANCIAL IMPACT

There is no financial impact. Personnel costs have been included in the adopted budget for Fiscal Year 2023-24.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution that amends the Salary Schedule of the City of Garden Grove effective July 8, 2023.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution - Salary Schedule Effective July 8, 2023	7/20/2023	Resolution	FT_Salary_Resolution_2023-2024_Effective_July_8_2023.docx
Salary Schedule FY 23-24	7/19/2023	Backup Material	FT_Salary_Schedule_2023-07-08_-_FINAL_-_EXHIBIT_A.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CA APPROVING AN AMENDMENT TO THE PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY SCHEDULE EFFECTIVE JULY 8, 2023, AS REQUIRED BY CALPERS FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Garden Grove ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City Council of the City now desires to amend the pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 to reflect changes made to certain salaries which became effective on July 8, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A," attached hereto and made a part hereof, is hereby amended and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 effective upon the City Council's approval of Amendment to the Salary and Pay Schedule for the Orange County Employee's Association and League, Garden Grove Police Association and Garden Grove Police Management Association; and Middle and Central Management Employees effective July 8, 2023.

SECTION 2. That the City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

EXHIBIT A

CITY OF GARDEN GROVE
SALARY AND PAY SCHEDULE

Effective 07/08/2023

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
053	ACCOUNT SPEC	E	112	A	3,673	1,695.16	21.1895
				B	3,856	1,779.87	22.2484
				C	4,049	1,868.98	23.3623
				D	4,252	1,962.50	24.5313
				E	4,464	2,060.43	25.7554
				F	4,687	2,163.26	27.0408
				G	4,922	2,271.47	28.3934
				H	5,168	2,385.06	29.8133
				I	5,427	2,504.54	31.3067
054	ACCOUNTANT	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703
039	ACCOUNTING MGR	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
015	ACCOUNTING SUPV	M	176	A	6,808	3,142.06	39.2758
				B	7,148	3,299.24	41.2405
				C	7,506	3,464.25	43.3031
				D	7,880	3,637.09	45.4636
				E	8,275	3,819.24	47.7405
				F	8,689	4,010.20	50.1275
				G	9,123	4,210.47	52.6308
				H	9,579	4,421.02	55.2627
				I	10,058	4,642.34	58.0292
060	ACCOUNTING TECH	E	152	A	5,468	2,523.64	31.5454
				B	5,742	2,649.97	33.1246
				C	6,028	2,782.17	34.7772
				D	6,330	2,921.72	36.5215
				E	6,647	3,067.63	38.3454
				F	6,979	3,220.89	40.2612
				G	7,328	3,381.99	42.2749
				H	7,694	3,550.92	44.3865
				I	8,079	3,728.66	46.6082

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
024	ADMIN AIDE	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
016	ADMIN ANALYST	M	150	A	5,257	2,426.19	30.3274
				B	5,520	2,547.63	31.8454
				C	5,796	2,674.94	33.4367
				D	6,085	2,808.61	35.1076
				E	6,390	2,949.14	36.8643
				F	6,709	3,096.52	38.7065
				G	7,044	3,251.25	40.6406
				H	7,397	3,413.81	42.6727
				I	7,767	3,584.70	44.8087
063	ADMIN SECRETARY	M	162	A	5,922	2,733.20	34.1650
				B	6,218	2,869.82	35.8727
				C	6,529	3,013.28	37.6660
				D	6,854	3,163.60	39.5451
				E	7,197	3,321.76	41.5220
				F	7,558	3,488.24	43.6030
				G	7,936	3,662.55	45.7819
				H	8,332	3,845.68	48.0710
				I	8,749	4,038.11	50.4763
202	ANIMAL CONTROL OFFCR	E	153	A	5,522	2,548.60	31.8576
				B	5,799	2,676.40	33.4551
				C	6,089	2,810.08	35.1260
				D	6,393	2,950.61	36.8826
				E	6,712	3,097.99	38.7249
				F	7,048	3,252.72	40.6590
				G	7,401	3,415.78	42.6972
				H	7,770	3,586.16	44.8271
				I	8,158	3,765.38	47.0673
073	ASSIST BUYER	E	134	A	4,571	2,109.88	26.3736
				B	4,800	2,215.16	27.6895
				C	5,039	2,325.82	29.0727
				D	5,292	2,442.35	30.5294
				E	5,556	2,564.28	32.0535
				F	5,834	2,692.56	33.6571
				G	6,126	2,827.21	35.3402
				H	6,431	2,968.24	37.1030
				I	6,754	3,117.09	38.9636

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
027	ASSIST CITY MGR	C	255	A	15,089	6,964.28	87.0535
				B	15,843	7,312.34	91.4043
				C	16,636	7,678.22	95.9777
				D	17,467	8,061.88	100.7735
				E	18,342	8,465.32	105.8165
				F	19,258	8,888.53	111.1066
				G	20,220	9,332.51	116.6564
				H	21,232	9,799.24	122.4905
				I	22,293	10,289.20	128.6150
286	ASSIST COMM SVCS SUPV	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
214	ASSIST ENGINEER	E	175	A	6,875	3,172.91	39.6613
				B	7,217	3,331.06	41.6383
				C	7,579	3,498.03	43.7254
				D	7,958	3,672.84	45.9105
				E	8,356	3,856.46	48.2057
				F	8,774	4,049.37	50.6171
				G	9,212	4,251.60	53.1449
				H	9,672	4,464.11	55.8013
				I	10,157	4,687.87	58.5984
271	ASSIST PLANNER	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
012	ASSIST TO CITY MGR	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
215	ASSOC ENGINEER	E	195	A	8,387	3,871.14	48.3892
				B	8,808	4,065.05	50.8131
				C	9,248	4,268.25	53.3531
				D	9,709	4,481.24	56.0155
				E	10,195	4,705.50	58.8187
				F	10,706	4,941.02	61.7627
				G	11,240	5,187.80	64.8475
				H	11,803	5,447.31	68.0914
				I	12,392	5,719.56	71.4945
272	ASSOC PLANNER	E	161	A	5,979	2,759.65	34.4956
				B	6,278	2,897.73	36.2216
				C	6,592	3,042.66	38.0333
				D	6,921	3,194.46	39.9307
				E	7,267	3,354.07	41.9259
				F	7,631	3,522.03	44.0253
				G	8,013	3,698.30	46.2287
				H	8,413	3,882.89	48.5362
				I	8,834	4,077.28	50.9661
130	BENEFITS SUPV	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
230	BLDG INSPCTR	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703
238	BLDG OFFICIAL	M	215	A	10,035	4,631.57	57.8946
				B	10,537	4,863.17	60.7896
				C	11,064	5,106.52	63.8315
				D	11,617	5,361.63	67.0203
				E	12,198	5,629.95	70.3744
				F	12,807	5,911.01	73.8877
				G	13,448	6,206.76	77.5845
				H	14,121	6,517.19	81.4649
				I	14,826	6,842.80	85.5351

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
031	BUDGET SVCS MGR	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
241	BUSINESS TAX INSPCTR	E	143	A	4,999	2,307.21	28.8401
				B	5,249	2,422.77	30.2847
				C	5,511	2,543.72	31.7965
				D	5,787	2,671.02	33.3878
				E	6,077	2,804.70	35.0587
				F	6,380	2,944.74	36.8092
				G	6,700	3,092.12	38.6515
				H	7,035	3,246.85	40.5856
				I	7,386	3,408.92	42.6115
029	BUSINESS TAX SUPV	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
072	BUYER	E	154	A	5,577	2,574.07	32.1758
				B	5,856	2,702.85	33.7856
				C	6,148	2,837.50	35.4688
				D	6,456	2,979.50	37.2437
				E	6,778	3,128.35	39.1044
				F	7,118	3,285.04	41.0630
				G	7,473	3,449.07	43.1134
				H	7,847	3,621.91	45.2739
				I	8,240	3,803.08	47.5385
019	CABLE PROD COORD	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
038	CABLE PROD SUPV	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
240	CHIEF OF COLLECTIONS	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
020	CITY CLERK	M	199	A	8,559	3,950.47	49.3809
				B	8,988	4,148.28	51.8535
				C	9,437	4,355.40	54.4425
				D	9,909	4,573.29	57.1662
				E	10,404	4,801.96	60.0244
				F	10,924	5,041.89	63.0236
				G	11,470	5,294.05	66.1757
				H	12,044	5,558.95	69.4869
				I	12,646	5,836.58	72.9573
200	CITY ENGINEER	M	224	A	10,976	5,065.88	63.3235
				B	11,525	5,319.03	66.4879
				C	12,101	5,584.90	69.8113
				D	12,706	5,864.49	73.3062
				E	13,341	6,157.30	76.9663
				F	14,008	6,465.29	80.8161
				G	14,708	6,788.45	84.8557
				H	15,444	7,127.78	89.0973
				I	16,217	7,484.73	93.5592
120	CITY MGR	C	900	A	0	0.00	0.0000
				B	0	0.00	0.0000
				C	0	0.00	0.0000
				D	0	0.00	0.0000
				E	0	0.00	0.0000
				F	0	0.00	0.0000
				G	0	0.00	0.0000
				I	25,191	11,626.79	145.3349

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
058	CLERICAL ASSIST	E	108	A	3,531	1,629.54	20.3693
				B	3,707	1,710.82	21.3853
				C	3,892	1,796.51	22.4564
				D	4,087	1,886.12	23.5765
				E	4,291	1,980.62	24.7577
				F	4,506	2,079.53	25.9941
				G	4,731	2,183.33	27.2917
				H	4,967	2,292.52	28.6565
				I	5,216	2,407.59	30.0949
235	CODE ENFORCE OFFCR	E	153	A	5,522	2,548.60	31.8576
				B	5,799	2,676.40	33.4551
				C	6,089	2,810.08	35.1260
				D	6,393	2,950.61	36.8826
				E	6,712	3,097.99	38.7249
				F	7,048	3,252.72	40.6590
				G	7,401	3,415.78	42.6972
				H	7,770	3,586.16	44.8271
				I	8,158	3,765.38	47.0673
243	CODE ENFORCE SUPV	M	179	A	7,014	3,237.05	40.4632
				B	7,364	3,398.63	42.4829
				C	7,732	3,568.55	44.6068
				D	8,119	3,747.26	46.8408
				E	8,524	3,934.31	49.1789
				F	8,951	4,131.14	51.6393
				G	9,399	4,337.77	54.2222
				H	9,868	4,554.69	56.9336
				I	10,362	4,782.38	59.7797
034	COMM DEV DIR	C	245	A	13,658	6,303.75	78.7969
				B	14,342	6,619.18	82.7398
				C	15,058	6,949.94	86.8743
				D	15,811	7,297.51	91.2189
				E	16,602	7,662.39	95.7798
				F	17,432	8,045.56	100.5695
				G	18,304	8,448.01	105.6001
				H	19,219	8,870.24	110.8780
				I	20,180	9,313.73	116.4216
085	COMM SHIFT SUPV	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
099	COMM SVC OFFCR	E	131	A	4,439	2,048.68	25.6085
				B	4,661	2,151.01	26.8877
				C	4,893	2,258.25	28.2281
				D	5,138	2,371.36	29.6420
				E	5,395	2,489.85	31.1231
				F	5,664	2,614.22	32.6777
				G	5,947	2,744.96	34.3120
				H	6,244	2,882.06	36.0257
				I	6,558	3,026.99	37.8374
289	COMM SVCS COORD	E	130	A	4,393	2,027.63	25.3453
				B	4,614	2,129.47	26.6184
				C	4,844	2,235.72	27.9466
				D	5,086	2,347.36	29.3421
				E	5,341	2,464.88	30.8110
				F	5,608	2,588.27	32.3534
				G	5,888	2,717.53	33.9692
				H	6,182	2,853.17	35.6646
				I	6,491	2,995.66	37.4457
035	COMM SVCS DIR	C	240	A	12,996	5,998.20	74.9775
				B	13,646	6,298.31	78.7288
				C	14,329	6,613.25	82.6656
				D	15,045	6,944.01	86.8001
				E	15,797	7,291.08	91.1385
				F	16,587	7,655.47	95.6934
				G	17,416	8,038.15	100.4768
				H	18,287	8,440.10	105.5012
				I	19,201	8,861.83	110.7729
287	COMM SVCS SUPV	M	176	A	6,808	3,142.06	39.2758
				B	7,148	3,299.24	41.2405
				C	7,506	3,464.25	43.3031
				D	7,880	3,637.09	45.4636
				E	8,275	3,819.24	47.7405
				F	8,689	4,010.20	50.1275
				G	9,123	4,210.47	52.6308
				H	9,579	4,421.02	55.2627
				I	10,058	4,642.34	58.0292
228	CONSTR INSPCTR	E	161	A	5,979	2,759.65	34.4956
				B	6,278	2,897.73	36.2216
				C	6,592	3,042.66	38.0333
				D	6,921	3,194.46	39.9307
				E	7,267	3,354.07	41.9259
				F	7,631	3,522.03	44.0253
				G	8,013	3,698.30	46.2287
				H	8,413	3,882.89	48.5362
				I	8,834	4,077.28	50.9661

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
306	CORPORAL	P	181	A	7,318	3,377.32	42.2165
				B	7,683	3,546.19	44.3274
				C	8,068	3,723.50	46.5437
				D	8,471	3,909.68	48.8709
				E	8,895	4,105.16	51.3145
				F	9,339	4,310.42	53.8802
				G	9,806	4,525.94	56.5742
				H	10,297	4,752.23	59.4029
				I	10,708	4,942.32	61.7791
330	CORPORAL II	P	183.5	A	7,501	3,461.88	43.2735
				B	7,876	3,634.97	45.4371
				C	8,270	3,816.72	47.7090
				D	8,683	4,007.55	50.0944
				E	9,117	4,207.93	52.5991
				F	9,573	4,418.32	55.2291
				G	10,052	4,639.24	57.9905
				H	10,554	4,871.21	60.8901
				I	10,976	5,066.05	63.3257
447	CUSTODIAL SUPV	M	160	A	5,805	2,679.34	33.4918
				B	6,096	2,813.51	35.1688
				C	6,400	2,954.04	36.9255
				D	6,720	3,101.42	38.7677
				E	7,056	3,256.64	40.7080
				F	7,409	3,419.69	42.7461
				G	7,780	3,590.58	44.8822
				H	8,168	3,769.78	47.1223
				I	8,577	3,958.79	49.4848
445	CUSTODIAN	U	108	A	3,532	1,630.03	20.3754
				B	3,708	1,711.32	21.3915
				C	3,894	1,797.00	22.4625
				D	4,088	1,886.60	23.5825
				E	4,292	1,981.11	24.7639
				F	4,507	2,080.02	26.0002
				G	4,733	2,184.31	27.3039
				H	4,969	2,293.50	28.6688
				I	5,218	2,408.08	30.1010
062	DEPT SECRETARY	E	143	A	4,999	2,307.21	28.8401
				B	5,249	2,422.77	30.2847
				C	5,511	2,543.72	31.7965
				D	5,787	2,671.02	33.3878
				E	6,077	2,804.70	35.0587
				F	6,380	2,944.74	36.8092
				G	6,700	3,092.12	38.6515
				H	7,035	3,246.85	40.5856
				I	7,386	3,408.92	42.6115

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
021	DEPUTY CITY CLERK	M	157	A	5,633	2,600.02	32.5003
				B	5,915	2,729.78	34.1223
				C	6,211	2,866.39	35.8299
				D	6,521	3,009.86	37.6232
				E	6,847	3,160.18	39.5022
				F	7,190	3,318.33	41.4792
				G	7,549	3,484.32	43.5540
				H	7,926	3,658.14	45.7268
				I	8,323	3,841.27	48.0159
037	DEPUTY CITY MGR	C	240	A	12,996	5,998.20	74.9775
				B	13,646	6,298.31	78.7288
				C	14,329	6,613.25	82.6656
				D	15,045	6,944.01	86.8001
				E	15,797	7,291.08	91.1385
				F	16,587	7,655.47	95.6934
				G	17,416	8,038.15	100.4768
				H	18,287	8,440.10	105.5012
				I	19,201	8,861.83	110.7729
046	DEPUTY DIR	M	215	A	10,035	4,631.57	57.8946
				B	10,537	4,863.17	60.7896
				C	11,064	5,106.52	63.8315
				D	11,617	5,361.63	67.0203
				E	12,198	5,629.95	70.3744
				F	12,807	5,911.01	73.8877
				G	13,448	6,206.76	77.5845
				H	14,121	6,517.19	81.4649
				I	14,826	6,842.80	85.5351
049	DIVISION MGR	M	204	A	8,994	4,151.22	51.8902
				B	9,444	4,358.83	54.4854
				C	9,916	4,576.72	57.2090
				D	10,413	4,805.88	60.0735
				E	10,933	5,045.80	63.0725
				F	11,480	5,298.46	66.2307
				G	12,054	5,563.36	69.5420
				H	12,657	5,841.48	73.0185
				I	13,289	6,133.31	76.6664
028	ECON DEV DIR	C	245	A	13,658	6,303.75	78.7969
				B	14,342	6,619.18	82.7398
				C	15,058	6,949.94	86.8743
				D	15,811	7,297.51	91.2189
				E	16,602	7,662.39	95.7798
				F	17,432	8,045.56	100.5695
				G	18,304	8,448.01	105.6001
				H	19,219	8,870.24	110.8780
				I	20,180	9,313.73	116.4216

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
269	ECON DEV MGR	M	215	A	10,035	4,631.57	57.8946
				B	10,537	4,863.17	60.7896
				C	11,064	5,106.52	63.8315
				D	11,617	5,361.63	67.0203
				E	12,198	5,629.95	70.3744
				F	12,807	5,911.01	73.8877
				G	13,448	6,206.76	77.5845
				H	14,121	6,517.19	81.4649
				I	14,826	6,842.80	85.5351
259	ECON DEV SPEC	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
273	ELIGIBILITY TECH	E	128	A	4,306	1,987.47	24.8434
				B	4,522	2,086.88	26.0859
				C	4,749	2,191.66	27.3957
				D	4,985	2,300.85	28.7606
				E	5,234	2,415.92	30.1989
				F	5,497	2,536.86	31.7107
				G	5,771	2,663.67	33.2959
				H	6,060	2,796.85	34.9607
				I	6,362	2,936.41	36.7051
501	EMER OPS COORD	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947
502	EMER OPS MGR	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
042	EMPLOYEE DEV DIR	C	240	A	12,996	5,998.20	74.9775
				B	13,646	6,298.31	78.7288
				C	14,329	6,613.25	82.6656
				D	15,045	6,944.01	86.8001
				E	15,797	7,291.08	91.1385
				F	16,587	7,655.47	95.6934
				G	17,416	8,038.15	100.4768
				H	18,287	8,440.10	105.5012
				I	19,201	8,861.83	110.7729
274	EMPLOYMENT SPEC	E	125	A	4,181	1,929.69	24.1212
				B	4,390	2,026.16	25.3270
				C	4,609	2,127.02	26.5877
				D	4,840	2,233.76	27.9220
				E	5,082	2,345.40	29.3176
				F	5,335	2,462.43	30.7804
				G	5,603	2,585.82	32.3228
				H	5,883	2,715.09	33.9386
				I	6,178	2,851.21	35.6401
211	ENGINEERING TECH	E	149	A	5,307	2,449.21	30.6151
				B	5,573	2,572.11	32.1514
				C	5,851	2,700.40	33.7550
				D	6,144	2,835.54	35.4443
				E	6,450	2,977.05	37.2131
				F	6,773	3,125.90	39.0738
				G	7,112	3,282.59	41.0323
				H	7,468	3,446.62	43.0827
				I	7,840	3,618.48	45.2311
262	ENVIRO SVCS MGR	M	204	A	8,994	4,151.22	51.8902
				B	9,444	4,358.83	54.4854
				C	9,916	4,576.72	57.2090
				D	10,413	4,805.88	60.0735
				E	10,933	5,045.80	63.0725
				F	11,480	5,298.46	66.2307
				G	12,054	5,563.36	69.5420
				H	12,657	5,841.48	73.0185
				I	13,289	6,133.31	76.6664
236	ENVIRO SVCS SPEC	E	143	A	4,999	2,307.21	28.8401
				B	5,249	2,422.77	30.2847
				C	5,511	2,543.72	31.7965
				D	5,787	2,671.02	33.3878
				E	6,077	2,804.70	35.0587
				F	6,380	2,944.74	36.8092
				G	6,700	3,092.12	38.6515
				H	7,035	3,246.85	40.5856
				I	7,386	3,408.92	42.6115

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
422	EQUIP MECH	U	141	A	4,903	2,263.15	28.2893
				B	5,149	2,376.25	29.7032
				C	5,406	2,495.24	31.1905
				D	5,677	2,620.10	32.7513
				E	5,960	2,750.83	34.3854
				F	6,258	2,888.42	36.1053
				G	6,571	3,032.87	37.9108
				H	6,900	3,184.66	39.8083
				I	7,245	3,343.80	41.7974
421	EQUIP SVC WRKR	U	117	A	3,863	1,782.80	22.2851
				B	4,056	1,871.92	23.3990
				C	4,258	1,965.44	24.5680
				D	4,472	2,063.86	25.7982
				E	4,696	2,167.17	27.0897
				F	4,930	2,275.38	28.4423
				G	5,177	2,389.47	29.8684
				H	5,435	2,508.46	31.3557
				I	5,707	2,633.81	32.9226
041	FINANCE DIR	C	245	A	13,658	6,303.75	78.7969
				B	14,342	6,619.18	82.7398
				C	15,058	6,949.94	86.8743
				D	15,811	7,297.51	91.2189
				E	16,602	7,662.39	95.7798
				F	17,432	8,045.56	100.5695
				G	18,304	8,448.01	105.6001
				H	19,219	8,870.24	110.8780
				I	20,180	9,313.73	116.4216
030	FINANCE MGR	M	204	A	8,994	4,151.22	51.8902
				B	9,444	4,358.83	54.4854
				C	9,916	4,576.72	57.2090
				D	10,413	4,805.88	60.0735
				E	10,933	5,045.80	63.0725
				F	11,480	5,298.46	66.2307
				G	12,054	5,563.36	69.5420
				H	12,657	5,841.48	73.0185
				I	13,289	6,133.31	76.6664
107	GIS COORD	E	174	A	6,807	3,141.57	39.2696
				B	7,147	3,298.75	41.2343
				C	7,505	3,463.75	43.2969
				D	7,879	3,636.60	45.4576
				E	8,274	3,818.75	47.7344
				F	8,687	4,009.23	50.1153
				G	9,122	4,209.97	52.6247
				H	9,578	4,420.52	55.2566
				I	10,056	4,641.35	58.0169

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
088	GRAPHICS ASSIST	E	115	A	3,784	1,746.56	21.8320
				B	3,974	1,834.21	22.9276
				C	4,173	1,925.78	24.0722
				D	4,382	2,022.24	25.2780
				E	4,600	2,123.11	26.5388
				F	4,830	2,229.36	27.8670
				G	5,072	2,341.00	29.2625
				H	5,326	2,458.02	30.7253
				I	5,591	2,580.43	32.2554
089	GRAPHICS DESIGNER	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
414	HEAVY EQUIP OPERATOR	U	141	A	4,903	2,263.15	28.2893
				B	5,149	2,376.25	29.7032
				C	5,406	2,495.24	31.1905
				D	5,677	2,620.10	32.7513
				E	5,960	2,750.83	34.3854
				F	6,258	2,888.42	36.1053
				G	6,571	3,032.87	37.9108
				H	6,900	3,184.66	39.8083
				I	7,245	3,343.80	41.7974
234	HOUSING ASSIST	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
232	HOUSING SPEC	E	140	A	4,853	2,239.64	27.9956
				B	5,096	2,351.77	29.3971
				C	5,350	2,469.28	30.8660
				D	5,617	2,592.68	32.4085
				E	5,899	2,722.43	34.0304
				F	6,194	2,858.56	35.7320
				G	6,502	3,001.04	37.5130
				H	6,828	3,151.36	39.3921
				I	7,170	3,309.03	41.3629

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
261	HOUSING SUPV	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
127	HUMAN RESOURCES ANALYST	M	150	A	5,257	2,426.19	30.3274
				B	5,520	2,547.63	31.8454
				C	5,796	2,674.94	33.4367
				D	6,085	2,808.61	35.1076
				E	6,390	2,949.14	36.8643
				F	6,709	3,096.52	38.7065
				G	7,044	3,251.25	40.6406
				H	7,397	3,413.81	42.6727
				I	7,767	3,584.70	44.8087
026	HUMAN RESOURCES DIR	C	240	A	12,996	5,998.20	74.9775
				B	13,646	6,298.31	78.7288
				C	14,329	6,613.25	82.6656
				D	15,045	6,944.01	86.8001
				E	15,797	7,291.08	91.1385
				F	16,587	7,655.47	95.6934
				G	17,416	8,038.15	100.4768
				H	18,287	8,440.10	105.5012
				I	19,201	8,861.83	110.7729
131	HUMAN RESOURCES MGR	M	199	A	8,559	3,950.47	49.3809
				B	8,988	4,148.28	51.8535
				C	9,437	4,355.40	54.4425
				D	9,909	4,573.29	57.1662
				E	10,404	4,801.96	60.0244
				F	10,924	5,041.89	63.0236
				G	11,470	5,294.05	66.1757
				H	12,044	5,558.95	69.4869
				I	12,646	5,836.58	72.9573
044	INFO TCHNLGY DIR	C	240	A	12,996	5,998.20	74.9775
				B	13,646	6,298.31	78.7288
				C	14,329	6,613.25	82.6656
				D	15,045	6,944.01	86.8001
				E	15,797	7,291.08	91.1385
				F	16,587	7,655.47	95.6934
				G	17,416	8,038.15	100.4768
				H	18,287	8,440.10	105.5012
				I	19,201	8,861.83	110.7729

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
105	INFO TCHNLGY MGR	M	220	A	10,549	4,868.55	60.8569
				B	11,076	5,111.91	63.8989
				C	11,630	5,367.50	67.0938
				D	12,211	5,635.82	70.4478
				E	12,822	5,917.86	73.9733
				F	13,463	6,213.61	77.6701
				G	14,135	6,524.04	81.5505
				H	14,843	6,850.64	85.6330
				I	15,585	7,192.90	89.9113
108	INFO TCHNLGY PROGMR	E	179	A	7,153	3,301.20	41.2650
				B	7,510	3,466.21	43.3276
				C	7,886	3,639.54	45.4943
				D	8,280	3,821.68	47.7711
				E	8,694	4,012.65	50.1581
				F	9,128	4,212.92	52.6615
				G	9,585	4,423.95	55.2994
				H	10,064	4,644.78	58.0598
				I	10,568	4,877.36	60.9671
103	INFO TCHNLGY TECH	E	149	A	5,307	2,449.21	30.6151
				B	5,573	2,572.11	32.1514
				C	5,851	2,700.40	33.7550
				D	6,144	2,835.54	35.4443
				E	6,450	2,977.05	37.2131
				F	6,773	3,125.90	39.0738
				G	7,112	3,282.59	41.0323
				H	7,468	3,446.62	43.0827
				I	7,840	3,618.48	45.2311
081	INSURANCE PROG COORD	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
061	JAILER/FLEET SUPV	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
416	MAINT REPAIR HELPER	U	122	A	4,059	1,873.39	23.4174
				B	4,262	1,966.91	24.5864
				C	4,475	2,065.33	25.8166
				D	4,699	2,168.64	27.1080
				E	4,933	2,276.85	28.4607
				F	5,180	2,390.95	29.8868
				G	5,439	2,510.41	31.3801
				H	5,711	2,635.77	32.9471
				I	5,997	2,767.97	34.5997
415	MAINT REPAIR WRKR	U	138	A	4,759	2,196.56	27.4569
				B	4,997	2,306.24	28.8279
				C	5,247	2,421.79	30.2724
				D	5,509	2,542.73	31.7841
				E	5,785	2,670.04	33.3755
				F	6,074	2,803.22	35.0403
				G	6,377	2,943.26	36.7907
				H	6,696	3,090.65	38.6331
				I	7,032	3,245.38	40.5672
301	MASTER OFFCR	P	179	A	7,181	3,314.53	41.4317
				B	7,541	3,480.26	43.5032
				C	7,918	3,654.27	45.6784
				D	8,313	3,836.98	47.9623
				E	8,729	4,028.83	50.3604
				F	9,166	4,230.28	52.8785
				G	9,624	4,441.79	55.5224
				H	10,105	4,663.88	58.2986
				I	10,509	4,850.43	60.6304
325	MASTER OFFCR II	P	181.5	A	7,360	3,397.10	42.4638
				B	7,728	3,566.96	44.5870
				C	8,115	3,745.31	46.8164
				D	8,521	3,932.57	49.1571
				E	8,947	4,129.20	51.6150
				F	9,394	4,335.66	54.1957
				G	9,864	4,552.44	56.9055
				H	10,357	4,780.07	59.7509
				I	10,771	4,971.27	62.1409
109	NETWORK ADMIN	E	179	A	7,153	3,301.20	41.2650
				B	7,510	3,466.21	43.3276
				C	7,886	3,639.54	45.4943
				D	8,280	3,821.68	47.7711
				E	8,694	4,012.65	50.1581
				F	9,128	4,212.92	52.6615
				G	9,585	4,423.95	55.2994
				H	10,064	4,644.78	58.0598
				I	10,568	4,877.36	60.9671

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
066	OFFICE ASSIST	E	113	A	3,709	1,711.80	21.3975
				B	3,895	1,797.49	22.4686
				C	4,089	1,887.10	23.5887
				D	4,293	1,981.60	24.7700
				E	4,508	2,080.51	26.0064
				F	4,733	2,184.31	27.3039
				G	4,969	2,293.50	28.6688
				H	5,219	2,408.56	30.1071
				I	5,480	2,529.02	31.6128
406	PARK MAINT WRKR	U	127	A	4,267	1,969.35	24.6169
				B	4,480	2,067.78	25.8472
				C	4,704	2,171.09	27.1387
				D	4,938	2,279.30	28.4913
				E	5,186	2,393.39	29.9174
				F	5,446	2,513.36	31.4170
				G	5,717	2,638.70	32.9838
				H	6,004	2,770.91	34.6364
				I	6,304	2,909.48	36.3685
494	PARKING CONTROL SPEC	U	111.8	A	3,347	1,544.83	19.3104
				B	3,556	1,641.30	20.5162
				C	3,764	1,737.26	21.7158
				D	3,974	1,834.21	22.9276
				E	4,184	1,931.16	24.1395
				F	4,184	1,931.16	24.1395
				G	4,184	1,931.16	24.1395
				H	4,393	2,027.63	25.3453
				I	4,613	2,129.01	26.6126
133	PAYROLL SUPV	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
213	PERMIT CENTER SUPV	M	174	A	6,674	3,080.36	38.5045
				B	7,007	3,234.12	40.4264
				C	7,358	3,396.19	42.4523
				D	7,725	3,565.60	44.5700
				E	8,113	3,744.32	46.8040
				F	8,518	3,931.37	49.1422
				G	8,943	4,127.72	51.5965
				H	9,391	4,334.35	54.1793
				I	9,861	4,551.26	56.8908

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
210	PERMIT TECH	E	140	A	4,853	2,239.64	27.9956
				B	5,096	2,351.77	29.3971
				C	5,350	2,469.28	30.8660
				D	5,617	2,592.68	32.4085
				E	5,899	2,722.43	34.0304
				F	6,194	2,858.56	35.7320
				G	6,502	3,001.04	37.5130
				H	6,828	3,151.36	39.3921
				I	7,170	3,309.03	41.3629
201	PLAN CHECK ENGINEER	E	190	A	7,980	3,683.12	46.0390
				B	8,379	3,867.23	48.3403
				C	8,798	4,060.63	50.7579
				D	9,238	4,263.84	53.2980
				E	9,700	4,476.84	55.9605
				F	10,185	4,700.60	58.7575
				G	10,694	4,935.63	61.6954
				H	11,229	5,182.41	64.7801
				I	11,790	5,441.44	68.0180
267	PLANNER	E	174	A	6,807	3,141.57	39.2696
				B	7,147	3,298.75	41.2343
				C	7,505	3,463.75	43.2969
				D	7,879	3,636.60	45.4576
				E	8,274	3,818.75	47.7344
				F	8,687	4,009.23	50.1153
				G	9,122	4,209.97	52.6247
				H	9,578	4,420.52	55.2566
				I	10,056	4,641.35	58.0169
263	PLANNING SVCS MGR	M	215	A	10,035	4,631.57	57.8946
				B	10,537	4,863.17	60.7896
				C	11,064	5,106.52	63.8315
				D	11,617	5,361.63	67.0203
				E	12,198	5,629.95	70.3744
				F	12,807	5,911.01	73.8877
				G	13,448	6,206.76	77.5845
				H	14,121	6,517.19	81.4649
				I	14,826	6,842.80	85.5351
270	PLANS EXAMINER	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
304	POLICE CAPTAIN	Q	232.1	A	12,923	5,964.38	74.5548
				B	13,569	6,262.58	78.2822
				C	14,247	6,575.46	82.1932
				D	14,959	6,904.02	86.3002
				E	15,707	7,249.21	90.6152
				F	16,493	7,612.04	95.1505
				G	17,317	7,992.50	99.9062
				H	18,183	8,392.04	104.9005
				I	18,911	8,727.94	109.0993
305	POLICE CHIEF	C	258	A	15,545	7,174.41	89.6801
				B	16,322	7,533.35	94.1669
				C	17,139	7,910.09	98.8761
				D	17,996	8,305.62	103.8202
				E	18,895	8,720.93	109.0116
				F	19,840	9,156.99	114.4624
				G	20,832	9,614.82	120.1852
				H	21,873	10,095.39	126.1923
				I	22,966	10,599.69	132.4961
076	POLICE COMM MGR	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947
303	POLICE LIEUTENANT	Q	220.1	A	11,244	5,189.76	64.8720
				B	11,807	5,449.27	68.1159
				C	12,397	5,721.52	71.5190
				D	13,017	6,007.96	75.0995
				E	13,668	6,308.11	78.8514
				F	14,351	6,623.44	82.7931
				G	15,069	6,954.94	86.9367
				H	15,822	7,302.58	91.2823
				I	16,455	7,594.41	94.9302
300	POLICE OFFCR	P	174	A	6,839	3,156.33	39.4541
				B	7,181	3,314.14	41.4268
				C	7,540	3,479.85	43.4982
				D	7,917	3,653.84	45.6730
				E	8,312	3,836.53	47.9566
				F	8,728	4,028.36	50.3545
				G	9,165	4,229.78	52.8723
				H	9,623	4,441.27	55.5159
				I	10,008	4,618.92	57.7364

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
320	POLICE OFFCR II	P	176.5	A	7,010	3,235.43	40.4428
				B	7,361	3,397.19	42.4649
				C	7,729	3,567.06	44.5882
				D	8,115	3,745.41	46.8176
				E	8,521	3,932.68	49.1585
				F	8,947	4,129.31	51.6164
				G	9,394	4,335.78	54.1973
				H	9,864	4,552.57	56.9071
				I	10,258	4,734.67	59.1834
075	POLICE RECORDS MGR	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947
074	POLICE RECORDS SHIFT SUPV	E	140	A	4,853	2,239.64	27.9956
				B	5,096	2,351.77	29.3971
				C	5,350	2,469.28	30.8660
				D	5,617	2,592.68	32.4085
				E	5,899	2,722.43	34.0304
				F	6,194	2,858.56	35.7320
				G	6,502	3,001.04	37.5130
				H	6,828	3,151.36	39.3921
				I	7,170	3,309.03	41.3629
057	POLICE RECORDS SPEC	E	125	A	4,181	1,929.69	24.1212
				B	4,390	2,026.16	25.3270
				C	4,609	2,127.02	26.5877
				D	4,840	2,233.76	27.9220
				E	5,082	2,345.40	29.3176
				F	5,335	2,462.43	30.7804
				G	5,603	2,585.82	32.3228
				H	5,883	2,715.09	33.9386
				I	6,178	2,851.21	35.6401
302	POLICE SERGEANT	P	199.2	A	8,788	4,056.16	50.7020
				B	9,228	4,258.96	53.2370
				C	9,689	4,471.91	55.8989
				D	10,174	4,695.51	58.6938
				E	10,682	4,930.28	61.6286
				F	11,216	5,176.80	64.7100
				G	11,777	5,435.64	67.9455
				H	12,366	5,707.42	71.3428
				I	12,861	5,935.72	74.1965

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
056	POLICE SVCS SUPV	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
052	PRIN ACCOUNT SPEC	E	132	A	4,482	2,068.76	25.8594
				B	4,706	2,172.07	27.1509
				C	4,941	2,280.28	28.5035
				D	5,188	2,394.37	29.9296
				E	5,448	2,514.33	31.4292
				F	5,720	2,640.17	33.0022
				G	6,006	2,771.89	34.6486
				H	6,306	2,910.46	36.3807
				I	6,622	3,056.37	38.2046
059	PRIN ACCOUNTANT	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947
036	PRIN ADMIN ANALYST	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947
208	PRIN ENGINEERING TECH	E	169	A	6,475	2,988.31	37.3539
				B	6,798	3,137.65	39.2206
				C	7,139	3,294.83	41.1854
				D	7,495	3,459.35	43.2419
				E	7,871	3,632.68	45.4085
				F	8,263	3,813.85	47.6731
				G	8,677	4,004.81	50.0602
				H	9,111	4,205.09	52.5636
				I	9,566	4,415.14	55.1893

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
129	PRIN HUMAN RESOURCES ANALYST	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947
064	PRIN OFFICE ASSIST	E	133	A	4,529	2,090.30	26.1287
				B	4,755	2,194.59	27.4324
				C	4,993	2,304.28	28.8034
				D	5,242	2,419.34	30.2418
				E	5,504	2,540.29	31.7536
				F	5,780	2,667.59	33.3449
				G	6,068	2,800.78	35.0097
				H	6,372	2,940.81	36.7602
				I	6,691	3,088.20	38.6024
023	PROG SPEC	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
209	PROJECT ENGINEER	M	204	A	8,994	4,151.22	51.8902
				B	9,444	4,358.83	54.4854
				C	9,916	4,576.72	57.2090
				D	10,413	4,805.88	60.0735
				E	10,933	5,045.80	63.0725
				F	11,480	5,298.46	66.2307
				G	12,054	5,563.36	69.5420
				H	12,657	5,841.48	73.0185
				I	13,289	6,133.31	76.6664
265	PROJECT PLANNER	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
083	PUBLIC SAFETY DISPATCHR	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
126	PUBLIC SAFETY FISCAL ANALYST	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
033	PUBLIC WORKS DIR	C	245	A	13,658	6,303.75	78.7969
				B	14,342	6,619.18	82.7398
				C	15,058	6,949.94	86.8743
				D	15,811	7,297.51	91.2189
				E	16,602	7,662.39	95.7798
				F	17,432	8,045.56	100.5695
				G	18,304	8,448.01	105.6001
				H	19,219	8,870.24	110.8780
				I	20,180	9,313.73	116.4216
420	PUBLIC WORKS FOREMAN	M	155	A	5,523	2,549.10	31.8637
				B	5,800	2,676.90	33.4612
				C	6,090	2,810.57	35.1321
				D	6,394	2,951.10	36.8888
				E	6,713	3,098.48	38.7310
				F	7,050	3,253.70	40.6712
				G	7,402	3,416.26	42.7032
				H	7,772	3,587.15	44.8394
				I	8,160	3,766.36	47.0795
204	PUBLIC WORKS SUPV	M	176	A	6,808	3,142.06	39.2758
				B	7,148	3,299.24	41.2405
				C	7,506	3,464.25	43.3031
				D	7,880	3,637.09	45.4636
				E	8,275	3,819.24	47.7405
				F	8,689	4,010.20	50.1275
				G	9,123	4,210.47	52.6308
				H	9,579	4,421.02	55.2627
				I	10,058	4,642.34	58.0292

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
244	PUBLIC WORKS TECH	E	145	A	5,101	2,354.22	29.4278
				B	5,355	2,471.74	30.8967
				C	5,623	2,595.12	32.4390
				D	5,904	2,724.88	34.0610
				E	6,200	2,861.49	35.7687
				F	6,510	3,004.47	37.5559
				G	6,835	3,154.79	39.4349
				H	7,177	3,312.45	41.4057
				I	7,537	3,478.44	43.4806
402	PUBLIC WORKS TRAINEE	U	089	A	2,782	1,283.85	16.0481
				B	2,844	1,312.74	16.4093
				C	2,931	1,352.89	16.9112
				D	2,994	1,381.78	17.2723
				E	3,137	1,447.88	18.0985
				F	3,294	1,520.35	19.0044
				G	3,459	1,596.37	19.9546
				H	3,632	1,676.10	20.9513
				I	3,813	1,759.98	21.9998
070	PURCHASING AGENT	M	191	A	7,904	3,647.87	45.5983
				B	8,299	3,830.50	47.8813
				C	8,714	4,021.96	50.2745
				D	9,149	4,222.70	52.7838
				E	9,608	4,434.24	55.4280
				F	10,087	4,655.55	58.1944
				G	10,592	4,888.63	61.1078
				H	11,121	5,132.96	64.1620
				I	11,677	5,389.53	67.3692
222	REAL PROPERTY AGENT	E	162	A	6,039	2,787.07	34.8384
				B	6,341	2,926.62	36.5827
				C	6,658	3,073.02	38.4128
				D	6,990	3,226.28	40.3285
				E	7,340	3,387.86	42.3483
				F	7,707	3,557.28	44.4660
				G	8,093	3,735.02	46.6878
				H	8,497	3,921.58	49.0197
				I	8,922	4,117.92	51.4740
221	REAL PROPERTY MGR	M	199	A	8,559	3,950.47	49.3809
				B	8,988	4,148.28	51.8535
				C	9,437	4,355.40	54.4425
				D	9,909	4,573.29	57.1662
				E	10,404	4,801.96	60.0244
				F	10,924	5,041.89	63.0236
				G	11,470	5,294.05	66.1757
				H	12,044	5,558.95	69.4869
				I	12,646	5,836.58	72.9573

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
092	REPRO EQUIP OPERATOR	E	109	A	3,564	1,644.72	20.5590
				B	3,742	1,726.98	21.5873
				C	3,930	1,813.65	22.6706
				D	4,126	1,904.23	23.8029
				E	4,332	1,999.23	24.9903
				F	4,548	2,099.11	26.2389
				G	4,776	2,204.39	27.5549
				H	5,015	2,314.56	28.9320
				I	5,265	2,430.11	30.3764
032	REVENUE MGR	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
132	RISK MGMT SUPV	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
460	SEWER MAINT WRKR	U	132	A	4,484	2,069.73	25.8716
				B	4,708	2,173.05	27.1631
				C	4,944	2,281.75	28.5219
				D	5,191	2,395.83	29.9479
				E	5,450	2,515.31	31.4414
				F	5,722	2,641.15	33.0144
				G	6,009	2,773.35	34.6669
				H	6,309	2,911.92	36.3991
				I	6,625	3,057.84	38.2230
463	SEWER PUMP STATION ELEC	U	146	A	5,154	2,378.70	29.7337
				B	5,412	2,497.68	31.2210
				C	5,682	2,622.54	32.7818
				D	5,967	2,753.77	34.4222
				E	6,265	2,891.36	36.1420
				F	6,578	3,035.80	37.9476
				G	6,906	3,187.60	39.8450
				H	7,251	3,346.73	41.8342
				I	7,614	3,514.19	43.9274

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
424	SMALL ENGINES MECH	U	127	A	4,267	1,969.35	24.6169
				B	4,480	2,067.78	25.8472
				C	4,704	2,171.09	27.1387
				D	4,938	2,279.30	28.4913
				E	5,186	2,393.39	29.9174
				F	5,446	2,513.36	31.4170
				G	5,717	2,638.70	32.9838
				H	6,004	2,770.91	34.6364
				I	6,304	2,909.48	36.3685
312	SPECIAL OFFCR	E	157	A	5,920	2,732.22	34.1528
				B	6,216	2,868.84	35.8604
				C	6,526	3,011.81	37.6476
				D	6,852	3,162.63	39.5328
				E	7,195	3,320.78	41.5097
				F	7,555	3,486.77	43.5846
				G	7,932	3,661.08	45.7635
				H	8,329	3,844.21	48.0526
				I	8,746	4,036.64	50.4580
051	SR ACCOUNT SPEC	E	122	A	4,057	1,872.40	23.4050
				B	4,260	1,965.93	24.5742
				C	4,473	2,064.35	25.8044
				D	4,696	2,167.17	27.0897
				E	4,931	2,275.88	28.4485
				F	5,177	2,389.47	29.8684
				G	5,436	2,508.94	31.3618
				H	5,708	2,634.30	32.9288
				I	5,994	2,766.50	34.5813
055	SR ACCOUNTANT	E	171	A	6,606	3,049.03	38.1128
				B	6,937	3,201.80	40.0225
				C	7,284	3,361.91	42.0238
				D	7,648	3,529.86	44.1233
				E	8,030	3,706.13	46.3266
				F	8,432	3,891.70	48.6463
				G	8,853	4,086.10	51.0762
				H	9,296	4,290.28	53.6285
				I	9,760	4,504.74	56.3093
014	SR ADMIN AIDE	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
017	SR ADMIN ANALYST	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
203	SR ANIMAL CONTROL OFFCR	E	164	A	6,161	2,843.37	35.5422
				B	6,468	2,985.37	37.3172
				C	6,792	3,134.71	39.1839
				D	7,131	3,291.40	41.1426
				E	7,488	3,455.92	43.1990
				F	7,862	3,628.77	45.3596
				G	8,256	3,810.43	47.6304
				H	8,669	4,000.90	50.0113
				I	9,103	4,201.16	52.5146
231	SR BLDG INSPCTR	E	170	A	6,540	3,018.67	37.7334
				B	6,867	3,169.48	39.6185
				C	7,211	3,328.13	41.6016
				D	7,572	3,494.60	43.6826
				E	7,949	3,668.91	45.8614
				F	8,347	3,852.54	48.1567
				G	8,764	4,044.97	50.5621
				H	9,202	4,247.19	53.0899
				I	9,664	4,460.18	55.7523
216	SR CIVIL ENGINEER	M	211	A	9,644	4,450.88	55.6360
				B	10,126	4,673.67	58.4209
				C	10,632	4,907.23	61.3404
				D	11,164	5,152.55	64.4068
				E	11,722	5,410.10	67.6262
				F	12,309	5,680.87	71.0109
				G	12,924	5,964.87	74.5609
				H	13,570	6,263.06	78.2883
				I	14,248	6,575.95	82.1994
242	SR CODE ENFORCE OFFCR	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
098	SR COMM SVC OFFCR	E	136	A	4,663	2,152.00	26.9000
				B	4,895	2,259.22	28.2403
				C	5,140	2,372.33	29.6542
				D	5,397	2,490.83	31.1354
				E	5,667	2,615.69	32.6961
				F	5,951	2,746.42	34.3303
				G	6,248	2,883.53	36.0441
				H	6,561	3,027.97	37.8496
				I	6,888	3,179.27	39.7409
091	SR ECON DEV SPEC	E	162	A	6,039	2,787.07	34.8384
				B	6,341	2,926.62	36.5827
				C	6,658	3,073.02	38.4128
				D	6,990	3,226.28	40.3285
				E	7,340	3,387.86	42.3483
				F	7,707	3,557.28	44.4660
				G	8,093	3,735.02	46.6878
				H	8,497	3,921.58	49.0197
				I	8,922	4,117.92	51.4740
226	SR EMPLOYMENT SPEC	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
212	SR ENGINEERING TECH	E	159	A	5,860	2,704.80	33.8100
				B	6,153	2,839.94	35.4993
				C	6,461	2,981.94	37.2743
				D	6,784	3,131.28	39.1411
				E	7,124	3,287.98	41.0997
				F	7,479	3,452.01	43.1501
				G	7,854	3,624.85	45.3106
				H	8,246	3,806.02	47.5752
				I	8,658	3,996.00	49.9500
246	SR ENVIRO SVCS SPEC	E	153	A	5,522	2,548.60	31.8576
				B	5,799	2,676.40	33.4551
				C	6,089	2,810.08	35.1260
				D	6,393	2,950.61	36.8826
				E	6,712	3,097.99	38.7249
				F	7,048	3,252.72	40.6590
				G	7,401	3,415.78	42.6972
				H	7,770	3,586.16	44.8271
				I	8,158	3,765.38	47.0673

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
294	SR HOUSING SPEC	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
128	SR HUMAN RESOURCES ANALYST	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
104	SR INFO TCHNLGY ANALYST	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
106	SR INFO TCHNLGY TECH	E	159	A	5,860	2,704.80	33.8100
				B	6,153	2,839.94	35.4993
				C	6,461	2,981.94	37.2743
				D	6,784	3,131.28	39.1411
				E	7,124	3,287.98	41.0997
				F	7,479	3,452.01	43.1501
				G	7,854	3,624.85	45.3106
				H	8,246	3,806.02	47.5752
				I	8,658	3,996.00	49.9500
067	SR OFFICE ASSIST	E	123	A	4,098	1,891.50	23.6438
				B	4,303	1,986.00	24.8251
				C	4,518	2,085.41	26.0676
				D	4,743	2,189.21	27.3651
				E	4,981	2,298.89	28.7361
				F	5,230	2,413.96	30.1744
				G	5,491	2,534.40	31.6801
				H	5,766	2,661.23	33.2654
				I	6,055	2,794.41	34.9301

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
407	SR PARK MAINT WRKR	U	137	A	4,713	2,175.01	27.1876
				B	4,948	2,283.71	28.5464
				C	5,195	2,397.80	29.9724
				D	5,455	2,517.76	31.4720
				E	5,728	2,643.60	33.0450
				F	6,014	2,775.81	34.6976
				G	6,314	2,914.38	36.4297
				H	6,631	3,060.29	38.2536
				I	6,963	3,213.55	40.1694
266	SR PLANNER	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
025	SR PROG SPEC	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
264	SR PROJECT PLANNER	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
223	SR REAL PROPERTY AGENT	M	173	A	6,608	3,050.00	38.1250
				B	6,939	3,202.77	40.0347
				C	7,286	3,362.89	42.0361
				D	7,650	3,530.84	44.1355
				E	8,033	3,707.60	46.3450
				F	8,434	3,892.69	48.6586
				G	8,856	4,087.56	51.0945
				H	9,299	4,291.75	53.6469
				I	9,763	4,506.21	56.3276

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
253	SR RECREATION SPEC	E	101	A	3,293	1,519.86	18.9983
				B	3,457	1,595.76	19.9469
				C	3,630	1,675.57	20.9446
				D	3,812	1,759.29	21.9912
				E	4,003	1,847.43	23.0929
				F	4,203	1,939.98	24.2497
				G	4,413	2,036.93	25.4616
				H	4,634	2,138.77	26.7347
				I	4,865	2,245.52	28.0690
090	SR REPRO EQUIP OPERATOR	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
462	SR SEWER MAINT WRKR	U	137	A	4,713	2,175.01	27.1876
				B	4,948	2,283.71	28.5464
				C	5,195	2,397.80	29.9724
				D	5,455	2,517.76	31.4720
				E	5,728	2,643.60	33.0450
				F	6,014	2,775.81	34.6976
				G	6,314	2,914.38	36.4297
				H	6,631	3,060.29	38.2536
				I	6,963	3,213.55	40.1694
419	SR STREET MAINT WRKR	U	137	A	4,713	2,175.01	27.1876
				B	4,948	2,283.71	28.5464
				C	5,195	2,397.80	29.9724
				D	5,455	2,517.76	31.4720
				E	5,728	2,643.60	33.0450
				F	6,014	2,775.81	34.6976
				G	6,314	2,914.38	36.4297
				H	6,631	3,060.29	38.2536
				I	6,963	3,213.55	40.1694
412	SR TRAFFIC SIGNAL ELEC	U	163	A	6,102	2,816.44	35.2055
				B	6,407	2,956.97	36.9622
				C	6,727	3,104.85	38.8106
				D	7,063	3,260.06	40.7508
				E	7,417	3,423.12	42.7890
				F	7,788	3,594.49	44.9311
				G	8,177	3,774.19	47.1774
				H	8,586	3,962.71	49.5338
				I	9,016	4,161.01	52.0126

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
437	SR WATER PROD OPTR	U	157	A	5,749	2,653.40	33.1674
				B	6,037	2,786.08	34.8261
				C	6,338	2,925.15	36.5643
				D	6,655	3,071.55	38.3944
				E	6,987	3,224.81	40.3102
				F	7,337	3,386.39	42.3299
				G	7,703	3,555.32	44.4415
				H	8,088	3,733.06	46.6633
				I	8,494	3,920.11	49.0013
255	SR WATER QUALITY TECH	E	165	A	6,222	2,871.77	35.8972
				B	6,533	3,015.24	37.6905
				C	6,860	3,166.05	39.5756
				D	7,202	3,324.21	41.5526
				E	7,562	3,490.20	43.6275
				F	7,941	3,665.00	45.8125
				G	8,338	3,848.13	48.1016
				H	8,755	4,040.56	50.5070
				I	9,193	4,242.78	53.0348
431	SR WATER SVC WRKR	U	146	A	5,154	2,378.70	29.7337
				B	5,412	2,497.68	31.2210
				C	5,682	2,622.54	32.7818
				D	5,967	2,753.77	34.4222
				E	6,265	2,891.36	36.1420
				F	6,578	3,035.80	37.9476
				G	6,906	3,187.60	39.8450
				H	7,251	3,346.73	41.8342
				I	7,614	3,514.19	43.9274
078	SR WORD PROC OPERATOR	E	123	A	4,098	1,891.50	23.6438
				B	4,303	1,986.00	24.8251
				C	4,518	2,085.41	26.0676
				D	4,743	2,189.21	27.3651
				E	4,981	2,298.89	28.7361
				F	5,230	2,413.96	30.1744
				G	5,491	2,534.40	31.6801
				H	5,766	2,661.23	33.2654
				I	6,055	2,794.41	34.9301
451	STOCK CLERK	E	112	A	3,673	1,695.16	21.1895
				B	3,856	1,779.87	22.2484
				C	4,049	1,868.98	23.3623
				D	4,252	1,962.50	24.5313
				E	4,464	2,060.43	25.7554
				F	4,687	2,163.26	27.0408
				G	4,922	2,271.47	28.3934
				H	5,168	2,385.06	29.8133
				I	5,427	2,504.54	31.3067

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
450	STOREKEEPER	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
411	STREET MAINT WRKR	U	132	A	4,484	2,069.73	25.8716
				B	4,708	2,173.05	27.1631
				C	4,944	2,281.75	28.5219
				D	5,191	2,395.83	29.9479
				E	5,450	2,515.31	31.4414
				F	5,722	2,641.15	33.0144
				G	6,009	2,773.35	34.6669
				H	6,309	2,911.92	36.3991
				I	6,625	3,057.84	38.2230
233	SUPERVISING BLDG INSPCTR	M	179	A	7,014	3,237.05	40.4632
				B	7,364	3,398.63	42.4829
				C	7,732	3,568.55	44.6068
				D	8,119	3,747.26	46.8408
				E	8,524	3,934.31	49.1789
				F	8,951	4,131.14	51.6393
				G	9,399	4,337.77	54.2222
				H	9,868	4,554.69	56.9336
				I	10,362	4,782.38	59.7797
237	TRAFFIC ENGINEER	M	211	A	9,644	4,450.88	55.6360
				B	10,126	4,673.67	58.4209
				C	10,632	4,907.23	61.3404
				D	11,164	5,152.55	64.4068
				E	11,722	5,410.10	67.6262
				F	12,309	5,680.87	71.0109
				G	12,924	5,964.87	74.5609
				H	13,570	6,263.06	78.2883
				I	14,248	6,575.95	82.1994
405	TRAFFIC SIGNAL ELEC	U	143	A	5,002	2,308.68	28.8585
				B	5,253	2,424.24	30.3030
				C	5,516	2,545.67	31.8209
				D	5,791	2,672.98	33.4122
				E	6,081	2,806.65	35.0831
				F	6,384	2,946.69	36.8336
				G	6,704	3,094.08	38.6760
				H	7,039	3,248.80	40.6100
				I	7,390	3,410.88	42.6360

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
040	UTILITIES REVENUE SUPV	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
410	UTILITY WRKR	U	112	A	3,674	1,695.64	21.1955
				B	3,857	1,780.35	22.2544
				C	4,051	1,869.47	23.3683
				D	4,253	1,962.99	24.5373
				E	4,465	2,060.92	25.7615
				F	4,689	2,164.24	27.0530
				G	4,924	2,272.45	28.4056
				H	5,170	2,386.05	29.8256
				I	5,428	2,505.03	31.3129
429	WATER CUST SVC WRKR	U	138	A	4,759	2,196.56	27.4569
				B	4,997	2,306.24	28.8279
				C	5,247	2,421.79	30.2724
				D	5,509	2,542.73	31.7841
				E	5,785	2,670.04	33.3755
				F	6,074	2,803.22	35.0403
				G	6,377	2,943.26	36.7907
				H	6,696	3,090.65	38.6331
				I	7,032	3,245.38	40.5672
433	WATER PROD ELEC	U	163	A	6,102	2,816.44	35.2055
				B	6,407	2,956.97	36.9622
				C	6,727	3,104.85	38.8106
				D	7,063	3,260.06	40.7508
				E	7,417	3,423.12	42.7890
				F	7,788	3,594.49	44.9311
				G	8,177	3,774.19	47.1774
				H	8,586	3,962.71	49.5338
				I	9,016	4,161.01	52.0126
438	WATER PROD MECH	U	147	A	5,206	2,402.69	30.0337
				B	5,467	2,523.14	31.5393
				C	5,739	2,648.98	33.1123
				D	6,027	2,781.68	34.7710
				E	6,328	2,920.74	36.5093
				F	6,644	3,066.65	38.3332
				G	6,976	3,219.92	40.2490
				H	7,326	3,381.00	42.2626
				I	7,692	3,549.93	44.3742

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
436	WATER PROD OPERATOR	U	142	A	4,952	2,285.67	28.5709
				B	5,201	2,400.25	30.0031
				C	5,460	2,520.21	31.5026
				D	5,733	2,646.05	33.0756
				E	6,020	2,778.25	34.7281
				F	6,321	2,917.31	36.4664
				G	6,637	3,063.23	38.2903
				H	6,969	3,216.49	40.2061
				I	7,317	3,377.09	42.2136
115	WATER QUALITY TECH	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
430	WATER SVC WRKR	U	132	A	4,484	2,069.73	25.8716
				B	4,708	2,173.05	27.1631
				C	4,944	2,281.75	28.5219
				D	5,191	2,395.83	29.9479
				E	5,450	2,515.31	31.4414
				F	5,722	2,641.15	33.0144
				G	6,009	2,773.35	34.6669
				H	6,309	2,911.92	36.3991
				I	6,625	3,057.84	38.2230
409	WATER SVCS MGR	M	215	A	10,035	4,631.57	57.8946
				B	10,537	4,863.17	60.7896
				C	11,064	5,106.52	63.8315
				D	11,617	5,361.63	67.0203
				E	12,198	5,629.95	70.3744
				F	12,807	5,911.01	73.8877
				G	13,448	6,206.76	77.5845
				H	14,121	6,517.19	81.4649
				I	14,826	6,842.80	85.5351
102	WEBMASTER	E	174	A	6,807	3,141.57	39.2696
				B	7,147	3,298.75	41.2343
				C	7,505	3,463.75	43.2969
				D	7,879	3,636.60	45.4576
				E	8,274	3,818.75	47.7344
				F	8,687	4,009.23	50.1153
				G	9,122	4,209.97	52.6247
				H	9,578	4,420.52	55.2566
				I	10,056	4,641.35	58.0169

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
077	WORD PROC OPERATOR	E	113	A	3,709	1,711.80	21.3975
				B	3,895	1,797.49	22.4686
				C	4,089	1,887.10	23.5887
				D	4,293	1,981.60	24.7700
				E	4,508	2,080.51	26.0064
				F	4,733	2,184.31	27.3039
				G	4,969	2,293.50	28.6688
				H	5,219	2,408.56	30.1071
				I	5,480	2,529.02	31.6128

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Laura J. Stover
Dept.:	City Manager	Dept.:	Human Resources
Subject:	Approval of the recommended salary allocation changes resulting from the 2023 Comprehensive Equity Study and adoption of a Resolution approving the amended employee salary schedule. (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To obtain City Council approval of the recommended changes in salary range allocations resulting from the 2023 Comprehensive Equity Study.

BACKGROUND

In June 2022, City Council authorized staff to conduct a study of the City's classification and compensation system. The purpose of this study was to evaluate the City's compensation relative to comparator cities to ensure compliance with State overtime regulations, remain competitive with external agencies, and maintain internal equity and alignment within the City.

A comprehensive equity study of this magnitude beyond benchmark classifications had not been conducted in the past. Typically, a benchmark classification study is done only in conjunction with and during negotiations with the City's represented groups which has left the unrepresented groups (management and part-time) without salary analysis. This fact was discussed during the 2022 negotiations and Council directed staff to conduct a comprehensive study inclusive of management classifications. This more robust Equity Study covers classifications beyond the represented groups and also beyond just the benchmark classifications.

To conduct the 2023 Comprehensive Equity Study, salary data was gathered from Garden Grove's 10 comparator cities for 190 classifications. Garden Grove's comparator cities are: Anaheim, Buena Park, Costa Mesa, Fullerton, Huntington Beach, Irvine, Newport Beach, Orange, Santa Ana, and Westminster. For the analysis of over 3,800 data points, Garden Grove's salary ranges were compared with

the median of the comparator cities for each classification. Data collection began in August of 2022 and was updated and verified as of May 2023.

It is expected that this equity study will address concerns raised by City Council Members during the March 2023 council retreat regarding staffing levels of City Departments. Council prioritized staffing and expressed a desire for the City of Garden Grove to be competitive in the workplace to attract qualified candidates and retain top employees.

DISCUSSION

As a result of the equity study, specific classifications recommended to receive an adjustment to the salary range are as follows: Administrative Analyst, Benefits Supervisor, City Clerk, Deputy Director, Human Resources Manager, Parking Control Specialist, Human Resources Analyst, Police Communications Manager, Police Records Manager, Principal Administrative Analyst, Principal Human Resources Analyst, Program Specialist, Public Safety Fiscal Analyst, Public Works Trainee, Senior Administrative Analyst, Senior Human Resources Analyst, Senior Program Specialist, and Traffic Signal Electrician.

Attached is the summary of the 2023 Comprehensive Equity Study (Attachment I), which lists all full-time City classifications and reasons for any recommended change in salary range allocation. Part-time classifications were also studied and the City will bring forth recommendations for those classifications at a later date.

Salary range adjustments are recommended for various reasons and fall into several categories.

Legal Mandate: Under the Fair Labor Standards Act, overtime exempt positions are required to be paid at least a minimum salary amount, which is based upon the State's current minimum wage or California Consumer Price Index. Some classifications require an adjustment to be in compliance with FLSA salary requirements.

External Equity: Based upon a survey of comparable classifications with the City's comparator cities, a change in salary allocation is recommended to bring Garden Grove's salary closer to the market median. Salary ranges 10% (or more) below the median are considered to be falling below market. A recommendation to change the salary range would bring the classification closer to the median salary.

Internal Alignment within a Job Series: Classifications are part of a job series and need to maintain appropriate internal alignment, or distance between each classification. In cases of when a benchmark classification was adjusted due to external equity, the whole job series was also studied to maintain salary structure and address compaction issues.

Internal Alignment across Job Series/Departments: Classifications at a similar level of complexity, responsibility, and supervisory controls, such as senior-level, supervisor, or manager classifications are analyzed to maintain equity between classifications for an agency as a whole. The classification system compares all

classifications within a City to maintain organizational balance and equity.

Industry Standard: It is industry best practice to maintain a certain structure within each job series. There should be a specific range difference between entry, journey, advanced journey, supervisor, manager, and director classifications. Best practice maintains 10% between entry, journey, and advanced-journey level classes; 15% between supervisor and highest-level position supervised; 15%-20% between manager and highest-level position supervised; and 20%-25% between director and highest-level position supervised. Classifications were reviewed using these industry guidelines to correct compaction issues within a job series.

Recruitment and Retention: It is important to consider the salary of a classification relative to the difficulty of recruitment and retention. Obviously, salaries significantly lower than the market create serious challenges for recruiting. Some classifications need to be equitable with the private sector, beyond a comparison with the public sector. This is particularly true for full-time classifications that are filled on a part-time basis. Classifications were reviewed in light of the difficulty in recruiting, and what may be necessary to attract candidates and distinguish the City from competitors for entry-level positions.

Summary of Analysis

Primarily, recommendations for changes to the salary allocation were made to comply with overtime exemption requirements. The benchmark classifications of Administrative Analyst and Human Resources Analyst were determined to be exempt from overtime based upon the criteria established by the State. Although the duties and responsibilities meet the definition to be exempt, the current starting salary for these classifications no longer meets the salary requirements in order to be exempt from overtime. Under State law, employees covered under the Administrative Overtime Exemption "must earn a monthly salary equivalent to no less than two times the state minimum wage." When the California minimum wage increased to $15.50 on January 1, 2023, the minimum salary requirement for the administrative overtime exemption increased to $31.00 per hour. Additionally, the salaries for these entry-level analyst classifications were below market for comparable classifications at other cities.

As a result of changes to the salary allocation for these benchmark classifications, staff also adjusted the salary allocation of other classifications listed in Attachment II using industry standard guidelines to maintain the salary structure between classifications *within* the job series and address compaction issues. Additionally, these changes are needed in order to attract and retain employees and will provide promotional and developmental opportunities to retain top talent for succession planning into supervisory and upper management positions.

Due to internal alignment *across* job series, it is recommended that the salary allocation for the Police Communications Manager and Police Records Manager also be adjusted. These classifications are similar in level of responsibility, complexity, and salary with the Principal Administrative Analyst. In order to maintain that equity across these three classifications, it is recommended that the salary allocation for

both classifications of Police Communications Manager and Police Records Manager to be adjusted so they are on par with the Principal Administrative Analyst classification.

The equity study also revealed that the Traffic Signal Electrician and City Clerk classifications are below the median for comparable classifications at comparator cities. It should be noted that the minimum qualifications for City Clerk is lower than the comparator cities, which accounts for the lower salary allocation relative to other cities. However, in order to be aligned with other managerial classifications of similar responsibility and complexity, it is recommended to change the salary allocation as listed in Attachment II to bring it closer to market rates.

Aligned with Council's direction to attract and retain employees, it is recommended to change the salary allocation for Public Works Trainee from U089 to U106 which provides for a 34% increase at the top step. As minimum wage has increased over the years, the City has encountered increasing difficulty in filling Public Works Trainee positions due to the nature of the position, the part-time work hours, and higher wages offered by competing employers. This has impacted the City's ability to maintain service levels in the Public Works Department as they have been understaffed.

Additionally, it is recommended that the Parking Control Specialist classification be adjusted. Currently, Parking Control Specialist is at salary range U111.8, which is a nine (9) step salary range with three (3) steps at the exact same rate of pay. This is inconsistent with current full-time salary range practices, which is nine (9) steps with a difference of approximately 5% between each step. Therefore, it is recommended to change the salary range for Parking Control Specialist from U111.8 to U103 to correct the inconsistency in the salary rates.

FINANCIAL IMPACT

The City currently employs 520 full-time and 170 part-time individuals in 190 classifications, and 46 employees occupying 18 classifications are recommended for adjustment.

The Finance Department, using the fully-burdened rate, has calculated the cost of these salary range adjustments to be approximately $149,000 per year, which is less than 0.01% of the total personnel budget for Fiscal Year 2023-24. Current year costs due to the adjustments will be absorbed in the adopted operating budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the salary allocation changes as recommended in Attachment II resulting from the 2023 Comprehensive Equity Study (Attachment I).

- Adopt the Resolution approving the Salary Schedule Amendment effective August 5, 2023.

- Adopt the Resolution amending the Middle Management Resolution which revises the salary ranges for the following classifications: Administrative Analyst, Benefits Supervisor, City Clerk, Deputy Director, Human Resources Manager, Human Resources Analyst, Police Communications Manager, Police Records Manager, Principal Administrative Analyst, Principal Human Resources Analyst, Public Safety Fiscal Analyst, Senior Administrative Analyst, Senior Human Resources Analyst, and Senior Program Specialist.

- Adopt the Resolution amending the Orange County Employee's Association's Memorandum of Understanding, which revises the salary range for the Program Specialist classification.

- Adopt the Resolution amending the Orange County Employee's League Memorandum of Understanding, which revises the salary ranges for the Parking Control Specialist, Public Works Trainee, and Traffic Signal Electrician classifications.

- Direct the Human Resources Director to revise all affected classification specifications in accordance with approved recommendations of the 2023 Comprehensive Equity Study.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment I - Summary of 2023 Comp Equity Study	7/20/2023	Backup Material	1_Attachment_I_-_Summary_of_2023_Comp_Equity_Study.pdf
Attachment II - Salary Allocation Changes	7/19/2023	Backup Material	2_Attachment_II_-_Salary_Allocation_Changes.pdf
Resolution - OCEA	7/19/2023	Resolution	Master_Resolution_-_OCEA.docx
Resolution - MidMgmt	7/19/2023	Resolution	5_Resolution_Mid_Management.docx
Resolution - Salary Schedule Amendment	7/20/2023	Resolution	FT_Salary_Resolution_Effective_8-5-23_Equity_Study_Amendment.docx
Salary Schedule Amended 2023-08-05	7/19/2023	Backup Material	FT_Salary_Schedule_2023-07-08_-_FINAL_-_EQUITY_STUDY.pdf

ATTACHMENT I

SUMMARY OF 2023 COMPREHENSIVE EQUITY STUDY

REASON DESCRIPTIONS

Reasons for recommended adjustment to salary range:

1) External Equity

Based upon a survey of comparable classifications with the City's comparator cities, a change in salary allocation is recommended to bring Garden Grove's salary closer to the market median. Salary ranges 10% (or more) below the median are considered to be falling below market. A recommendation to change the salary range would bring the classification closer to the median salary.

2) Internal Alignment (within Job Series)

Classifications are part of a job series and need to maintain appropriate internal alignment, or distance between each classification. In cases of when a benchmark classification was adjusted due to external equity, the whole job series was also studied to maintain salary structure and address compaction issues.

3) Internal Alignment (Comparison Across Series/Departments)

Classifications at a similar level of complexity, responsibility, and supervisory controls, such as senior-level, supervisor, or manager classifications are analyzed to maintain equity between classifications for an agency as a whole. The classification system compares all classifications within a City to maintain organizational balance and equity.

4) Legal Mandate

Under the Fair Labor Standards Act, overtime exempt positions are required to be paid at least a minimum salary amount, which is based upon the State's current minimum wage or California Consumer Price Index. Some classifications require an adjustment to be in compliance with the exemption salary requirements.

5) Industry Standard

It is industry best practice to maintain a certain structure within each job series. There should be a specific range difference between entry, journey, advanced journey, supervisor, manager, and director classifications. Best practice maintains 10% between entry, journey, and advanced-journey level classes; 15% between supervisor and highest-level position supervised; 15%-20% between manager and highest-level position supervised; and 20%-25% between director and highest-level position supervised. Classifications were reviewed using these industry guidelines to correct compaction issues within a job series.

6) Recruitment and Retention

It is important to consider the salary of a classification relative to the difficulty of recruitment and retention. Obviously, salaries significantly lower than the market create serious challenges for recruiting. Some classifications need to be equitable with the private sector, beyond a comparison with the public sector. This is particularly true for full-time classifications that are filled on a part-time basis. Classifications were reviewed in light of the difficulty in recruiting, and what may be necessary to attract candidates and distinguish the City from competitors for entry-level positions.

NC – No Change

ADMINISTRATIVE SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Administrative Aide	E135	NC		
Senior Administrative Aide	E150	NC		
Program Specialist	E150	E160	2, 3	1
Administrative Analyst	M150	M162	1, 4	3
Senior Administrative Analyst	M166	M171	1, 2, 5	6
Senior Program Specialist	M166	M171	2, 5	8
Public Safety Fiscal Analyst	M171	M176	2, 5	1
Principal Administrative Analyst	M186	M191	1, 2, 5	3

All classifications in the Administrative Series were studied, with the following classifications determined to need a range adjustment: Administrative Analyst, Program Specialist, Senior Administrative Analyst, Senior Program Specialist, Public Safety Fiscal Analyst, and Principal Administrative Analyst.

ANIMAL CARE SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Animal Control Officer	E153	NC		
Senior Animal Control Officer	E164	NC		

The benchmark classification of Animal Control Officer was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Animal Care Series.

BUILDING SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Permit Technician	E140	NC		
Code Enforcement Officer	E153	NC		
Senior Code Enforcement Officer	E160	NC		
Plans Examiner	E160	NC		
Building Inspector	E160	NC		
Construction Inspector	E161	NC		
Senior Building Inspector	E170	NC		
Permit Center Supervisor	M174	NC		
Code Enforcement Supervisor	M179	NC		
Supervising Building Inspector	M179	NC		
Plan Check Engineer	E190	NC		

The benchmark classifications of Code Enforcement Officer, Building Inspector, and Building Official were found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Building Series.

CITY MANAGER SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Assistant to City Manager	M186	NC		
Deputy City Manager	C240	NC		
Assistant City Manager	C255	NC		
City Manager	C900	NC		

The benchmark classification of Deputy City Manager was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the City Manager Series.

CLERICAL SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Clerical Assistant	E108	NC		
Office Assistant	E113	NC		
Senior Office Assistant	E123	NC		
Principal Office Assistant	E133	NC		
Department. Secretary	E143	NC		
Administrative Secretary	M162	NC		
Deputy City Clerk	M157	NC		
City Clerk	M199	M204	1, 3	1

The benchmark classifications of Office Assistant and Department Secretary were found to be within an appropriate range of the median of Garden Grove's comparator cities.

The City Clerk classification is well below the median and was determined to need a range adjustment.

COMMUNITY SERVICES SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Sr. Recreation Specialist	E101	NC		
Community Service Coordinator	E130	NC		
Assist. Community Svc. Supervisor	E150	NC		
Cable Production Coordinator	E150	NC		
Cable Production Supervisor	M166	NC		
Community Services Supervisor	M176	NC		

The benchmark classification of Community Services Coordinator was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Community Services Series.

The Cable Production classifications do not have any comparable classifications.

CUSTODIAL & BUILDING MAINTENANCE SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Custodian	U108	NC		
Maintenance Repair Helper	U122	NC		
Maintenance Repair Worker	U138	NC		
Public Works Foreman	M155	NC		
Custodial Supervisor	M160	NC		
Public Works Supervisor	M176	NC		

The benchmark classifications of Custodian and Maintenance Repair Worker were found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Custodial & Building Maintenance Series.

ECONOMIC DEVELOPMENT SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Economic Development Specialist	E150	NC		
Senior Economic Development Specialist	E162	NC		
Real Property Agent	E162	NC		
Senior Real Property Agent	M173	NC		
Project Planner	M186	NC		
Senior Project Planner	M194	NC		
Real Property Manager	M199	NC		
Economic Development Manager	M215	NC		
Economic Development Director	C245	NC		

The benchmark classifications of Economic Development Specialist, Senior Real Property Agent, Project Planner, and Economic Development Manager were found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Economic Development Series.

ENGINEERING SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Traffic Signal Electrician	U143	U149	1	1
Senior Traffic Signal Electrician	U163	NC		
Engineering Technician	E149	NC		
Senior Engineering Technician	E159	NC		
Principal Engineering Technician	E169	NC		
Assistant Engineer	E175	NC		
Associate Engineer	E195	NC		
Project Engineer	M204	NC		
Traffic Engineer	M211	NC		
Senior Civil Engineer	M211	NC		

Both classifications in the Traffic Signal Series were studied, with the Traffic Signal Electrician classification determined to need a range adjustment.

The benchmark classifications of Associate Engineer, Traffic Engineer, and Senior Civil Engineer were found to be within an appropriate range of the median of Garden Grove's comparator cities. No range adjustments are recommended for the Engineering Series.

ENVIRONMENTAL SERVICES SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Environmental Services Specialist	E143	NC		
Senior Environmental Services Specialist	E153	NC		
Environmental Services Manager	M204	NC		

The benchmark classification of Environmental Services Specialist was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Environmental Services Series.

FINANCE SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Account Specialist	E112	NC		
Sr. Account Specialist	E122	NC		
Prin. Account Specialist	E132	NC		
Business Tax Inspector	E143	NC		
Insurance Program Coordinator	E150	NC		
Accounting Technician	E152	NC		
Accountant	E160	NC		
Business Tax Supervisor	M166	NC		
Utilities Revenue Supervisor	M166	NC		
Chief of Collections	M171	NC		
Risk Management Supervisor	M171	NC		
Payroll Supervisor	M171	NC		
Sr. Accountant	E171	NC		
Accounting Supervisor	M176	NC		
Principal Accountant	M186	NC		

The benchmark classifications of Senior Account Specialist, Accountant, and Principal Accountant were found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Finance Series.

HOUSING SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Eligibility Technician	E128	NC		
Housing Assistant	E135	NC		
Housing Specialist	E140	NC		
Senior Housing Specialist	E150	NC		
Housing Supervisor	M171	NC		

The benchmark classification of Housing Specialist was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Housing Series.

HUMAN RESOURCES SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Human Resources Analyst	M150	M162	1, 3, 4	2
Senior Human Resources Analyst	M166	M171	1, 2, 3, 5	1
Benefits Supervisor	M171	M176	2, 5	0
Principal Human Resources Analyst	M186	M191	1, 2, 3, 5	2
Human Resources Manager	M199	M204	1, 2, 5	0

Classifications in the Human Resources Series were studied, with the following classifications determined to need a range adjustment: Human Resources Analyst, Senior Human Resources Analyst, Benefits Supervisor, Principal Human Resources Analyst, and Human Resources Manager.

The Benefits Supervisor classification does not have any comparable classifications.

INFORMATION TECHNOLOGY SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Information Technology Technician	E149	NC		
Senior Information Technology Technician	E159	NC		
GIS Coordinator	E174	NC		
Webmaster	E174	NC		
Information Technology Programmer	E179	NC		
Network Administrator	E179	NC		
Senior Information Technology Analyst	M194	NC		

The benchmark classifications of Information Technology Technician, Network Administrator, and Senior Information Technology Analyst were found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Information Technology Series.

PARK MAINTENANCE SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Public Works Trainee	U089	U106	6	5
Utility Worker	U112	NC		
Park Maintenance Worker	U127	NC		
Senior Park Maintenance Worker	U137	NC		
Public Works Technician	E145	NC		
Public Works Foreman	M155	NC		
Public Works Supervisor	M076	NC		

The benchmark classification of Park Maintenance Worker was studied and found to be within an appropriate range of the median of Garden Grove's comparator cities.

The classification of Public Works Trainee is recommended for a range adjustment for recruitment and retention purposes.

PLANNING SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Assistant Planner	E150	NC		
Associate Planner	E161	NC		
Planner	E174	NC		
Senior Planner	M194	NC		

The benchmark classification of Planner was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Planner Series.

POLICE - SWORN

POA and Police Management have full equity studies on all classifications done regularly with negotiation process for their MOUs with the City. It is not necessary to include Sworn in this current study.

POLICE – NON-SWORN SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Police Records Specialist	E125	NC		
Community Service Officer	E131	NC		
Sr. Community Service Officer	E136	NC		
Police Records Shift Supervisor	E140	NC		
Public Safety Dispatcher	E150	NC		
Special Officer	E157	NC		
Communications Shift Supervisor	E160	NC		
Police Services Supervisor	M166	NC		
Public Safety Fiscal Analyst	M171	M176	2, 5	N/A
Jailer/Fleet Supervisor	M171	NC		
Police Records Manager	M186	M191	3	1
Police Communications Manager	M186	M191	3	1
Emergency Operations Coordinator	M186	NC		
Emergency Operations Manager	M194	NC		

The benchmark classifications of Records Specialist, Community Service Officer, and Public Safety Dispatcher were found to be within an appropriate range of the median of Garden Grove's comparator cities.

The classifications of Public Safety Fiscal Analyst, Police Records Manager, and Police Communications Manager were found to need a range adjustment.

Emergency Operations Coordinator and Manager are new classifications and an appropriate range was determined at creation.

PURCHASING SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Stock Clerk	E112	NC		
Storekeeper	E135	NC		
Assistant Buyer	E134	NC		
Buyer	E154	NC		
Purchasing Agent	M191	NC		

The benchmark classification of Buyer was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Purchasing Series.

REPROGRAPHICS SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Reprographics Equipment Operator	E109	NC		
Word Processing Operator	E113	NC		
Graphics Assistant	E115	NC		
Senior Word Processing Operator	E123	NC		
Senior Reprographics Equipment Operator	E135	NC		
Graphics Designer	E135	NC		

The benchmark classification of Reprographics Equipment Operator was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Reprographics Series.

SEWER MAINTENANCE SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Utility Worker	U112	NC		
Sewer Maintenance Worker	U132	NC		
Senor Sewer Maintenance Worker	U137	NC		
Sewer Pump Station Electrician	U146	NC		
Public Works Foreman	M155	NC		
Public Works Supervisor	M176	NC		

The benchmark classification of Sewer Maintenance Worker was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Sewer Maintenance Series.

STREET MAINTENANCE SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Public Works Trainee	U089	U106	6	1
Utility Worker	U112	NC		
Street Maintenance Worker	U132	NC		
Senior Street Maintenance Worker	U137	NC		
Heavy Equipment Operator	U141	NC		
Public Works Technician	E145	NC		
Public Works Foreman	M155	NC		
Public Works Supervisor	M176	NC		

The benchmark classification of Street Maintenance Worker was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Street Maintenance Series.

The classification of Public Works Trainee is recommended for a range adjustment for recruitment and retention purposes.

PARKING CONTROL SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Parking Control Specialist	U111.8	U103	5, 6	7

The classification of Parking Control Specialist was found to need a range adjustment.

VEHICLE MAINTENANCE SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Public Works Trainee	U089	U106	6	1
Equipment Service Worker	U117	NC		
Small Engines Mechanic	U127	NC		
Equipment Mechanic	U141	NC		
Public Works Supervisor	M176	NC		

The benchmark classification of Equipment Mechanic was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Vehicle Maintenance Series.

The classification of Public Works Trainee is recommended for a range adjustment for recruitment and retention purposes.

WATER SERVICES SERIES

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Public Works Trainee	U089	U106	6	0
Utility Worker	U112	NC		
Water Service Worker	U132	NC		
Water Customer Service Worker	U138	NC		
Water Production Operator	U142	NC		
Public Works Technician	E145	NC		
Water Production Mechanic	U147	NC		
Senior Water Service Worker	U146	NC		
Water Quality Technician	E150	NC		
Senior Water Production Operator	U157	NC		
Water Production Electrician	U163	NC		
Senior Water Quality Technician	E165	NC		
Public Works Foreman	M155	NC		
Public Works Supervisor	M176	NC		

The benchmark classification of Water Service Worker was found to be within an appropriate range of the median of Garden Grove's comparator cities.

No range adjustments are recommended for the Water Services Series.

The classification of Public Works Trainee is recommended for a range adjustment for recruitment and retention purposes.

MANAGERS

Class Title	Current Range	Proposed Range	Reason	# of Incumbents
Accounting Manager	M194	NC		
Budget Manager	M194	NC		
Revenue Manager	M194	NC		
Real Property Manager	M199	NC		
City Clerk	M199	M204	1, 3	N/A
Human Resources Manager	M199	M204	1	0
Environmental Services Manager	M204	NC		
Finance Manager	M204	NC		
Division Manager	M204	NC		
Building Official	M215	NC		
Economic Development Manager	M215	NC		
Planning Services Manager	M215	NC		
Water Services Manager	M215	NC		
Information Technology Manager	M220	NC		
City Engineer	M224	NC		
Deputy Director	M215	M225	2, 3, 5	0

All classifications in the Managers Series were studied, with the City Clerk, Human Resources Manager, and Deputy Director classifications determined to need a range adjustment.

ATTACHMENT I I

SUMMARY OF SALARY ALLOCATION CHANGES

Recommendations resulting from the 2023 Comprehensive Equity Study to receive an adjustment to the salary range of the following classifications:

Class Title	Current Range	Proposed Range	% Diff (Step I)	$ Diff hourly (Step I)
Administrative Analyst	M150	M162	13%	$5.50
Benefits Supervisor	M171	M176	5%	$2.74
City Clerk	M199	M204	5%	$3.60
Deputy Director	M215	M225	10%	$8.69
Human Resources Analyst	M150	M162	13%	$5.50
Human Resources Manager	M199	M204	5%	$3.60
Parking Control Specialist	U111.8	U103	8%	$1.97
Police Communications Manager	M186	M191	5%	$3.18
Police Records Manager	M186	M191	5%	$3.18
Principal Administrative Analyst	M186	M191	5%	$3.18
Principal Human Resources Analyst	M186	M191	5%	$3.18
Program Specialist	E150	E160	10%	$4.65
Public Safety Fiscal Analyst	M171	M176	5%	$2.74
Public Works Trainee	U089	U106	34%	$7.30
Senior Administrative Analyst	M166	M171	5%	$2.61
Senior Human Resources Analyst	M166	M171	5%	$2.61
Senior Program Specialist	M166	M171	5%	$2.60
Traffic Signal Electrician	U143	U149	6%	$2.54

GARDEN GROVE CITY COUNCIL

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING THE MEMORANDA OF UNDERSTANDING ON SALARIES, WAGES, AND FRINGE BENEFITS FOR THE TERM 2022-2025, AS AMENDED, BY AND BETWEEN THE ORANGE COUNTY EMPLOYEE'S ASSOCIATION, GARDEN GROVE CHAPTER AND GARDEN GROVE EMPLOYEE'S LEAGUE AND THE CITY OF GARDEN GROVE

WHEREAS, the Parties are currently party to a Memorandum of Understanding (MOU) with a term of July 1, 2022 – June 30, 2025; and

WHEREAS, the Parties wish to amend their MOUs to update the salary allocations for Program Specialist, Public Works Trainee, Parking Control Specialist, and Traffic Signal Electrician as part of the 2023 Comprehensive Equity Study;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

Section 1. The Memoranda of Understanding on Salaries, Wages and Fringe Benefits for the Term 2022-2025 by and between the Orange County Employee's Association, Garden Grove Chapter and Garden Grove Employees' League and the City of Garden Grove as approved and adopted by the City Council in Resolution No. 9749-22 and No. 9764-22 is hereby amended:

Exhibit A is amended to read as follows:

Program Specialist	E160
Parking Control Specialist	U103
Public Works Trainee	U106
Traffic Signal Electrician	U149

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING RESOLUTION NO. 9751-22 ESTABLISHING SALARIES AND COMPENSATION, FRINGE BENEFITS AND EXEMPTING MIDDLE MANAGEMENT CLASSIFICATIONS FROM MUNICIPAL CODE SECTION 2.44.390 AND OVERTIME

WHEREAS, Chapter 2.44 of Title 2 of the Garden Grove Municipal Code, revised, Volume 1, provides that the City Council shall by resolution: (1) establish salary ranges and salary rates and the allocation of classes thereto; and (2) set forth the classification of full-time positions in the various City departments and offices; and

WHEREAS, the City wishes to amend the resolution to update Section 2 of the salary allocation for classifications recommended in the 2023 Comprehensive Equity Study;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

Section 1. That the City Council Resolution No. 9751-22 establishing salaries and compensation, fringe benefits, and exempting Middle Management classifications from Municipal Code section 2.44.390 and overtime is amended:

A. Section 2 is amended to read as follows:

Classification	Range
Administrative Analyst	M162
Benefits Supervisor	M176
City Clerk	M204
Deputy Director	M225
Human Resources Analyst	M162
Human Resources Manager	M204
Police Communications Manager	M191
Police Records Manager	M191
Principal Administrative Analyst	M191
Principal Human Resources Analyst	M191
Public Safety Fiscal Analyst	M176
Senior Administrative Analyst	M171
Senior Human Resources Analyst	M171
Senior Program Specialist	M171

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CA APPROVING AN AMMENDMENT TO THE PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY SCHEDULE EFFECTIVE AUGUST 5, 2023, AS REQUIRED BY CALPERS FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Garden Grove ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City Council of the City now desires to amend the pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 to reflect changes made to the salary allocations of classifications affected by the 2023 Comprehensive Equity Study, which will become effective on August 5, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That effective August 5, 2023, the City-wide Salary and Pay Schedule contained in Exhibit "A," attached hereto and made a part hereof, is hereby amended and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 effective upon the City Council's approval of Amendment to the Salary and Pay Schedule for the Orange County Employee's Association and League, and Middle Management Employees.

SECTION 2. That the City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

EXHIBIT A

CITY OF GARDEN GROVE
SALARY AND PAY SCHEDULE

Effective 07/08/2023
Amended 08/05/2023

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
053	ACCOUNT SPEC	E	112	A	3,673	1,695.16	21.1895
				B	3,856	1,779.87	22.2484
				C	4,049	1,868.98	23.3623
				D	4,252	1,962.50	24.5313
				E	4,464	2,060.43	25.7554
				F	4,687	2,163.26	27.0408
				G	4,922	2,271.47	28.3934
				H	5,168	2,385.06	29.8133
				I	5,427	2,504.54	31.3067
054	ACCOUNTANT	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703
039	ACCOUNTING MGR	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
015	ACCOUNTING SUPV	M	176	A	6,808	3,142.06	39.2758
				B	7,148	3,299.24	41.2405
				C	7,506	3,464.25	43.3031
				D	7,880	3,637.09	45.4636
				E	8,275	3,819.24	47.7405
				F	8,689	4,010.20	50.1275
				G	9,123	4,210.47	52.6308
				H	9,579	4,421.02	55.2627
				I	10,058	4,642.34	58.0292
060	ACCOUNTING TECH	E	152	A	5,468	2,523.64	31.5454
				B	5,742	2,649.97	33.1246
				C	6,028	2,782.17	34.7772
				D	6,330	2,921.72	36.5215
				E	6,647	3,067.63	38.3454
				F	6,979	3,220.89	40.2612
				G	7,328	3,381.99	42.2749
				H	7,694	3,550.92	44.3865
				I	8,079	3,728.66	46.6082

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
024	ADMIN AIDE	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
016	ADMIN ANALYST	M	162	A	5,922	2,733.20	34.1650
				B	6,218	2,869.82	35.8727
				C	6,529	3,013.28	37.6660
				D	6,854	3,163.60	39.5451
				E	7,197	3,321.76	41.5220
				F	7,558	3,488.24	43.6030
				G	7,936	3,662.55	45.7819
				H	8,332	3,845.68	48.0710
				I	8,749	4,038.11	50.4763
063	ADMIN SECRETARY	M	162	A	5,922	2,733.20	34.1650
				B	6,218	2,869.82	35.8727
				C	6,529	3,013.28	37.6660
				D	6,854	3,163.60	39.5451
				E	7,197	3,321.76	41.5220
				F	7,558	3,488.24	43.6030
				G	7,936	3,662.55	45.7819
				H	8,332	3,845.68	48.0710
				I	8,749	4,038.11	50.4763
202	ANIMAL CONTROL OFFCR	E	153	A	5,522	2,548.60	31.8576
				B	5,799	2,676.40	33.4551
				C	6,089	2,810.08	35.1260
				D	6,393	2,950.61	36.8826
				E	6,712	3,097.99	38.7249
				F	7,048	3,252.72	40.6590
				G	7,401	3,415.78	42.6972
				H	7,770	3,586.16	44.8271
				I	8,158	3,765.38	47.0673
073	ASSIST BUYER	E	134	A	4,571	2,109.88	26.3736
				B	4,800	2,215.16	27.6895
				C	5,039	2,325.82	29.0727
				D	5,292	2,442.35	30.5294
				E	5,556	2,564.28	32.0535
				F	5,834	2,692.56	33.6571
				G	6,126	2,827.21	35.3402
				H	6,431	2,968.24	37.1030
				I	6,754	3,117.09	38.9636

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
027	ASSIST CITY MGR	C	255	A	15,089	6,964.28	87.0535
				B	15,843	7,312.34	91.4043
				C	16,636	7,678.22	95.9777
				D	17,467	8,061.88	100.7735
				E	18,342	8,465.32	105.8165
				F	19,258	8,888.53	111.1066
				G	20,220	9,332.51	116.6564
				H	21,232	9,799.24	122.4905
				I	22,293	10,289.20	128.6150
286	ASSIST COMM SVCS SUPV	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
214	ASSIST ENGINEER	E	175	A	6,875	3,172.91	39.6613
				B	7,217	3,331.06	41.6383
				C	7,579	3,498.03	43.7254
				D	7,958	3,672.84	45.9105
				E	8,356	3,856.46	48.2057
				F	8,774	4,049.37	50.6171
				G	9,212	4,251.60	53.1449
				H	9,672	4,464.11	55.8013
				I	10,157	4,687.87	58.5984
271	ASSIST PLANNER	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
012	ASSIST TO CITY MGR	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
215	ASSOC ENGINEER	E	195	A	8,387	3,871.14	48.3892
				B	8,808	4,065.05	50.8131
				C	9,248	4,268.25	53.3531
				D	9,709	4,481.24	56.0155
				E	10,195	4,705.50	58.8187
				F	10,706	4,941.02	61.7627
				G	11,240	5,187.80	64.8475
				H	11,803	5,447.31	68.0914
				I	12,392	5,719.56	71.4945
272	ASSOC PLANNER	E	161	A	5,979	2,759.65	34.4956
				B	6,278	2,897.73	36.2216
				C	6,592	3,042.66	38.0333
				D	6,921	3,194.46	39.9307
				E	7,267	3,354.07	41.9259
				F	7,631	3,522.03	44.0253
				G	8,013	3,698.30	46.2287
				H	8,413	3,882.89	48.5362
				I	8,834	4,077.28	50.9661
130	BENEFITS SUPV	M	176	A	6,808	3,142.06	39.2758
				B	7,148	3,299.24	41.2405
				C	7,506	3,464.25	43.3031
				D	7,880	3,637.09	45.4636
				E	8,275	3,819.24	47.7405
				F	8,689	4,010.20	50.1275
				G	9,123	4,210.47	52.6308
				H	9,579	4,421.02	55.2627
				I	10,058	4,642.34	58.0292
230	BLDG INSPCTR	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703
238	BLDG OFFICIAL	M	215	A	10,035	4,631.57	57.8946
				B	10,537	4,863.17	60.7896
				C	11,064	5,106.52	63.8315
				D	11,617	5,361.63	67.0203
				E	12,198	5,629.95	70.3744
				F	12,807	5,911.01	73.8877
				G	13,448	6,206.76	77.5845
				H	14,121	6,517.19	81.4649
				I	14,826	6,842.80	85.5351

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
031	BUDGET SVCS MGR	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
241	BUSINESS TAX INSPCTR	E	143	A	4,999	2,307.21	28.8401
				B	5,249	2,422.77	30.2847
				C	5,511	2,543.72	31.7965
				D	5,787	2,671.02	33.3878
				E	6,077	2,804.70	35.0587
				F	6,380	2,944.74	36.8092
				G	6,700	3,092.12	38.6515
				H	7,035	3,246.85	40.5856
				I	7,386	3,408.92	42.6115
029	BUSINESS TAX SUPV	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
072	BUYER	E	154	A	5,577	2,574.07	32.1758
				B	5,856	2,702.85	33.7856
				C	6,148	2,837.50	35.4688
				D	6,456	2,979.50	37.2437
				E	6,778	3,128.35	39.1044
				F	7,118	3,285.04	41.0630
				G	7,473	3,449.07	43.1134
				H	7,847	3,621.91	45.2739
				I	8,240	3,803.08	47.5385
019	CABLE PROD COORD	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
038	CABLE PROD SUPV	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
240	CHIEF OF COLLECTIONS	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
020	CITY CLERK	M	204	A	8,994	4,151.22	51.8902
				B	9,444	4,358.83	54.4854
				C	9,916	4,576.72	57.2090
				D	10,413	4,805.88	60.0735
				E	10,933	5,045.80	63.0725
				F	11,480	5,298.46	66.2307
				G	12,054	5,563.36	69.5420
				H	12,657	5,841.48	73.0185
				I	13,289	6,133.31	76.6664
200	CITY ENGINEER	M	224	A	10,976	5,065.88	63.3235
				B	11,525	5,319.03	66.4879
				C	12,101	5,584.90	69.8113
				D	12,706	5,864.49	73.3062
				E	13,341	6,157.30	76.9663
				F	14,008	6,465.29	80.8161
				G	14,708	6,788.45	84.8557
				H	15,444	7,127.78	89.0973
				I	16,217	7,484.73	93.5592
120	CITY MGR	C	900	A	0	0.00	0.0000
				B	0	0.00	0.0000
				C	0	0.00	0.0000
				D	0	0.00	0.0000
				E	0	0.00	0.0000
				F	0	0.00	0.0000
				G	0	0.00	0.0000
				I	25,191	11,626.79	145.3349

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
058	CLERICAL ASSIST	E	108	A	3,531	1,629.54	20.3693
				B	3,707	1,710.82	21.3853
				C	3,892	1,796.51	22.4564
				D	4,087	1,886.12	23.5765
				E	4,291	1,980.62	24.7577
				F	4,506	2,079.53	25.9941
				G	4,731	2,183.33	27.2917
				H	4,967	2,292.52	28.6565
				I	5,216	2,407.59	30.0949
235	CODE ENFORCE OFFCR	E	153	A	5,522	2,548.60	31.8576
				B	5,799	2,676.40	33.4551
				C	6,089	2,810.08	35.1260
				D	6,393	2,950.61	36.8826
				E	6,712	3,097.99	38.7249
				F	7,048	3,252.72	40.6590
				G	7,401	3,415.78	42.6972
				H	7,770	3,586.16	44.8271
				I	8,158	3,765.38	47.0673
243	CODE ENFORCE SUPV	M	179	A	7,014	3,237.05	40.4632
				B	7,364	3,398.63	42.4829
				C	7,732	3,568.55	44.6068
				D	8,119	3,747.26	46.8408
				E	8,524	3,934.31	49.1789
				F	8,951	4,131.14	51.6393
				G	9,399	4,337.77	54.2222
				H	9,868	4,554.69	56.9336
				I	10,362	4,782.38	59.7797
034	COMM DEV DIR	C	245	A	13,658	6,303.75	78.7969
				B	14,342	6,619.18	82.7398
				C	15,058	6,949.94	86.8743
				D	15,811	7,297.51	91.2189
				E	16,602	7,662.39	95.7798
				F	17,432	8,045.56	100.5695
				G	18,304	8,448.01	105.6001
				H	19,219	8,870.24	110.8780
				I	20,180	9,313.73	116.4216
085	COMM SHIFT SUPV	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
099	COMM SVC OFFCR	E	131	A	4,439	2,048.68	25.6085
				B	4,661	2,151.01	26.8877
				C	4,893	2,258.25	28.2281
				D	5,138	2,371.36	29.6420
				E	5,395	2,489.85	31.1231
				F	5,664	2,614.22	32.6777
				G	5,947	2,744.96	34.3120
				H	6,244	2,882.06	36.0257
				I	6,558	3,026.99	37.8374
289	COMM SVCS COORD	E	130	A	4,393	2,027.63	25.3453
				B	4,614	2,129.47	26.6184
				C	4,844	2,235.72	27.9466
				D	5,086	2,347.36	29.3421
				E	5,341	2,464.88	30.8110
				F	5,608	2,588.27	32.3534
				G	5,888	2,717.53	33.9692
				H	6,182	2,853.17	35.6646
				I	6,491	2,995.66	37.4457
035	COMM SVCS DIR	C	240	A	12,996	5,998.20	74.9775
				B	13,646	6,298.31	78.7288
				C	14,329	6,613.25	82.6656
				D	15,045	6,944.01	86.8001
				E	15,797	7,291.08	91.1385
				F	16,587	7,655.47	95.6934
				G	17,416	8,038.15	100.4768
				H	18,287	8,440.10	105.5012
				I	19,201	8,861.83	110.7729
287	COMM SVCS SUPV	M	176	A	6,808	3,142.06	39.2758
				B	7,148	3,299.24	41.2405
				C	7,506	3,464.25	43.3031
				D	7,880	3,637.09	45.4636
				E	8,275	3,819.24	47.7405
				F	8,689	4,010.20	50.1275
				G	9,123	4,210.47	52.6308
				H	9,579	4,421.02	55.2627
				I	10,058	4,642.34	58.0292
228	CONSTR INSPCTR	E	161	A	5,979	2,759.65	34.4956
				B	6,278	2,897.73	36.2216
				C	6,592	3,042.66	38.0333
				D	6,921	3,194.46	39.9307
				E	7,267	3,354.07	41.9259
				F	7,631	3,522.03	44.0253
				G	8,013	3,698.30	46.2287
				H	8,413	3,882.89	48.5362
				I	8,834	4,077.28	50.9661

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
306	CORPORAL	P	181	A	7,318	3,377.32	42.2165
				B	7,683	3,546.19	44.3274
				C	8,068	3,723.50	46.5437
				D	8,471	3,909.68	48.8709
				E	8,895	4,105.16	51.3145
				F	9,339	4,310.42	53.8802
				G	9,806	4,525.94	56.5742
				H	10,297	4,752.23	59.4029
				I	10,708	4,942.32	61.7791
330	CORPORAL II	P	183.5	A	7,501	3,461.88	43.2735
				B	7,876	3,634.97	45.4371
				C	8,270	3,816.72	47.7090
				D	8,683	4,007.55	50.0944
				E	9,117	4,207.93	52.5991
				F	9,573	4,418.32	55.2291
				G	10,052	4,639.24	57.9905
				H	10,554	4,871.21	60.8901
				I	10,976	5,066.05	63.3257
447	CUSTODIAL SUPV	M	160	A	5,805	2,679.34	33.4918
				B	6,096	2,813.51	35.1688
				C	6,400	2,954.04	36.9255
				D	6,720	3,101.42	38.7677
				E	7,056	3,256.64	40.7080
				F	7,409	3,419.69	42.7461
				G	7,780	3,590.58	44.8822
				H	8,168	3,769.78	47.1223
				I	8,577	3,958.79	49.4848
445	CUSTODIAN	U	108	A	3,532	1,630.03	20.3754
				B	3,708	1,711.32	21.3915
				C	3,894	1,797.00	22.4625
				D	4,088	1,886.60	23.5825
				E	4,292	1,981.11	24.7639
				F	4,507	2,080.02	26.0002
				G	4,733	2,184.31	27.3039
				H	4,969	2,293.50	28.6688
				I	5,218	2,408.08	30.1010
062	DEPT SECRETARY	E	143	A	4,999	2,307.21	28.8401
				B	5,249	2,422.77	30.2847
				C	5,511	2,543.72	31.7965
				D	5,787	2,671.02	33.3878
				E	6,077	2,804.70	35.0587
				F	6,380	2,944.74	36.8092
				G	6,700	3,092.12	38.6515
				H	7,035	3,246.85	40.5856
				I	7,386	3,408.92	42.6115

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
021	DEPUTY CITY CLERK	M	157	A	5,633	2,600.02	32.5003
				B	5,915	2,729.78	34.1223
				C	6,211	2,866.39	35.8299
				D	6,521	3,009.86	37.6232
				E	6,847	3,160.18	39.5022
				F	7,190	3,318.33	41.4792
				G	7,549	3,484.32	43.5540
				H	7,926	3,658.14	45.7268
				I	8,323	3,841.27	48.0159
037	DEPUTY CITY MGR	C	240	A	12,996	5,998.20	74.9775
				B	13,646	6,298.31	78.7288
				C	14,329	6,613.25	82.6656
				D	15,045	6,944.01	86.8001
				E	15,797	7,291.08	91.1385
				F	16,587	7,655.47	95.6934
				G	17,416	8,038.15	100.4768
				H	18,287	8,440.10	105.5012
				I	19,201	8,861.83	110.7729
046	DEPUTY DIR	M	225	A	11,085	5,116.31	63.9539
				B	11,640	5,372.40	67.1550
				C	12,222	5,640.72	70.5090
				D	12,833	5,922.76	74.0345
				E	13,474	6,219.00	77.7375
				F	14,148	6,529.92	81.6241
				G	14,856	6,856.51	85.7064
				H	15,598	7,199.27	89.9908
				I	16,378	7,559.23	94.4904
049	DIVISION MGR	M	204	A	8,994	4,151.22	51.8902
				B	9,444	4,358.83	54.4854
				C	9,916	4,576.72	57.2090
				D	10,413	4,805.88	60.0735
				E	10,933	5,045.80	63.0725
				F	11,480	5,298.46	66.2307
				G	12,054	5,563.36	69.5420
				H	12,657	5,841.48	73.0185
				I	13,289	6,133.31	76.6664
028	ECON DEV DIR	C	245	A	13,658	6,303.75	78.7969
				B	14,342	6,619.18	82.7398
				C	15,058	6,949.94	86.8743
				D	15,811	7,297.51	91.2189
				E	16,602	7,662.39	95.7798
				F	17,432	8,045.56	100.5695
				G	18,304	8,448.01	105.6001
				H	19,219	8,870.24	110.8780
				I	20,180	9,313.73	116.4216

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
269	ECON DEV MGR	M	215	A	10,035	4,631.57	57.8946
				B	10,537	4,863.17	60.7896
				C	11,064	5,106.52	63.8315
				D	11,617	5,361.63	67.0203
				E	12,198	5,629.95	70.3744
				F	12,807	5,911.01	73.8877
				G	13,448	6,206.76	77.5845
				H	14,121	6,517.19	81.4649
				I	14,826	6,842.80	85.5351
259	ECON DEV SPEC	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
273	ELIGIBILITY TECH	E	128	A	4,306	1,987.47	24.8434
				B	4,522	2,086.88	26.0859
				C	4,749	2,191.66	27.3957
				D	4,985	2,300.85	28.7606
				E	5,234	2,415.92	30.1989
				F	5,497	2,536.86	31.7107
				G	5,771	2,663.67	33.2959
				H	6,060	2,796.85	34.9607
				I	6,362	2,936.41	36.7051
501	EMER OPS COORD	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947
502	EMER OPS MGR	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
042	EMPLOYEE DEV DIR	C	240	A	12,996	5,998.20	74.9775
				B	13,646	6,298.31	78.7288
				C	14,329	6,613.25	82.6656
				D	15,045	6,944.01	86.8001
				E	15,797	7,291.08	91.1385
				F	16,587	7,655.47	95.6934
				G	17,416	8,038.15	100.4768
				H	18,287	8,440.10	105.5012
				I	19,201	8,861.83	110.7729
274	EMPLOYMENT SPEC	E	125	A	4,181	1,929.69	24.1212
				B	4,390	2,026.16	25.3270
				C	4,609	2,127.02	26.5877
				D	4,840	2,233.76	27.9220
				E	5,082	2,345.40	29.3176
				F	5,335	2,462.43	30.7804
				G	5,603	2,585.82	32.3228
				H	5,883	2,715.09	33.9386
				I	6,178	2,851.21	35.6401
211	ENGINEERING TECH	E	149	A	5,307	2,449.21	30.6151
				B	5,573	2,572.11	32.1514
				C	5,851	2,700.40	33.7550
				D	6,144	2,835.54	35.4443
				E	6,450	2,977.05	37.2131
				F	6,773	3,125.90	39.0738
				G	7,112	3,282.59	41.0323
				H	7,468	3,446.62	43.0827
				I	7,840	3,618.48	45.2311
262	ENVIRO SVCS MGR	M	204	A	8,994	4,151.22	51.8902
				B	9,444	4,358.83	54.4854
				C	9,916	4,576.72	57.2090
				D	10,413	4,805.88	60.0735
				E	10,933	5,045.80	63.0725
				F	11,480	5,298.46	66.2307
				G	12,054	5,563.36	69.5420
				H	12,657	5,841.48	73.0185
				I	13,289	6,133.31	76.6664
236	ENVIRO SVCS SPEC	E	143	A	4,999	2,307.21	28.8401
				B	5,249	2,422.77	30.2847
				C	5,511	2,543.72	31.7965
				D	5,787	2,671.02	33.3878
				E	6,077	2,804.70	35.0587
				F	6,380	2,944.74	36.8092
				G	6,700	3,092.12	38.6515
				H	7,035	3,246.85	40.5856
				I	7,386	3,408.92	42.6115

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
422	EQUIP MECH	U	141	A	4,903	2,263.15	28.2893
				B	5,149	2,376.25	29.7032
				C	5,406	2,495.24	31.1905
				D	5,677	2,620.10	32.7513
				E	5,960	2,750.83	34.3854
				F	6,258	2,888.42	36.1053
				G	6,571	3,032.87	37.9108
				H	6,900	3,184.66	39.8083
				I	7,245	3,343.80	41.7974
421	EQUIP SVC WRKR	U	117	A	3,863	1,782.80	22.2851
				B	4,056	1,871.92	23.3990
				C	4,258	1,965.44	24.5680
				D	4,472	2,063.86	25.7982
				E	4,696	2,167.17	27.0897
				F	4,930	2,275.38	28.4423
				G	5,177	2,389.47	29.8684
				H	5,435	2,508.46	31.3557
				I	5,707	2,633.81	32.9226
041	FINANCE DIR	C	245	A	13,658	6,303.75	78.7969
				B	14,342	6,619.18	82.7398
				C	15,058	6,949.94	86.8743
				D	15,811	7,297.51	91.2189
				E	16,602	7,662.39	95.7798
				F	17,432	8,045.56	100.5695
				G	18,304	8,448.01	105.6001
				H	19,219	8,870.24	110.8780
				I	20,180	9,313.73	116.4216
030	FINANCE MGR	M	204	A	8,994	4,151.22	51.8902
				B	9,444	4,358.83	54.4854
				C	9,916	4,576.72	57.2090
				D	10,413	4,805.88	60.0735
				E	10,933	5,045.80	63.0725
				F	11,480	5,298.46	66.2307
				G	12,054	5,563.36	69.5420
				H	12,657	5,841.48	73.0185
				I	13,289	6,133.31	76.6664
107	GIS COORD	E	174	A	6,807	3,141.57	39.2696
				B	7,147	3,298.75	41.2343
				C	7,505	3,463.75	43.2969
				D	7,879	3,636.60	45.4576
				E	8,274	3,818.75	47.7344
				F	8,687	4,009.23	50.1153
				G	9,122	4,209.97	52.6247
				H	9,578	4,420.52	55.2566
				I	10,056	4,641.35	58.0169

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
088	GRAPHICS ASSIST	E	115	A	3,784	1,746.56	21.8320
				B	3,974	1,834.21	22.9276
				C	4,173	1,925.78	24.0722
				D	4,382	2,022.24	25.2780
				E	4,600	2,123.11	26.5388
				F	4,830	2,229.36	27.8670
				G	5,072	2,341.00	29.2625
				H	5,326	2,458.02	30.7253
				I	5,591	2,580.43	32.2554
089	GRAPHICS DESIGNER	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
414	HEAVY EQUIP OPERATOR	U	141	A	4,903	2,263.15	28.2893
				B	5,149	2,376.25	29.7032
				C	5,406	2,495.24	31.1905
				D	5,677	2,620.10	32.7513
				E	5,960	2,750.83	34.3854
				F	6,258	2,888.42	36.1053
				G	6,571	3,032.87	37.9108
				H	6,900	3,184.66	39.8083
				I	7,245	3,343.80	41.7974
234	HOUSING ASSIST	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
232	HOUSING SPEC	E	140	A	4,853	2,239.64	27.9956
				B	5,096	2,351.77	29.3971
				C	5,350	2,469.28	30.8660
				D	5,617	2,592.68	32.4085
				E	5,899	2,722.43	34.0304
				F	6,194	2,858.56	35.7320
				G	6,502	3,001.04	37.5130
				H	6,828	3,151.36	39.3921
				I	7,170	3,309.03	41.3629

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
261	HOUSING SUPV	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
127	HUMAN RESOURCES ANALYST	M	162	A	5,922	2,733.20	34.1650
				B	6,218	2,869.82	35.8727
				C	6,529	3,013.28	37.6660
				D	6,854	3,163.60	39.5451
				E	7,197	3,321.76	41.5220
				F	7,558	3,488.24	43.6030
				G	7,936	3,662.55	45.7819
				H	8,332	3,845.68	48.0710
				I	8,749	4,038.11	50.4763
026	HUMAN RESOURCES DIR	C	240	A	12,996	5,998.20	74.9775
				B	13,646	6,298.31	78.7288
				C	14,329	6,613.25	82.6656
				D	15,045	6,944.01	86.8001
				E	15,797	7,291.08	91.1385
				F	16,587	7,655.47	95.6934
				G	17,416	8,038.15	100.4768
				H	18,287	8,440.10	105.5012
				I	19,201	8,861.83	110.7729
131	HUMAN RESOURCES MGR	M	204	A	8,994	4,151.22	51.8902
				B	9,444	4,358.83	54.4854
				C	9,916	4,576.72	57.2090
				D	10,413	4,805.88	60.0735
				E	10,933	5,045.80	63.0725
				F	11,480	5,298.46	66.2307
				G	12,054	5,563.36	69.5420
				H	12,657	5,841.48	73.0185
				I	13,289	6,133.31	76.6664
044	INFO TCHNLGY DIR	C	240	A	12,996	5,998.20	74.9775
				B	13,646	6,298.31	78.7288
				C	14,329	6,613.25	82.6656
				D	15,045	6,944.01	86.8001
				E	15,797	7,291.08	91.1385
				F	16,587	7,655.47	95.6934
				G	17,416	8,038.15	100.4768
				H	18,287	8,440.10	105.5012
				I	19,201	8,861.83	110.7729

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
105	INFO TCHNLGY MGR	M	220	A	10,549	4,868.55	60.8569
				B	11,076	5,111.91	63.8989
				C	11,630	5,367.50	67.0938
				D	12,211	5,635.82	70.4478
				E	12,822	5,917.86	73.9733
				F	13,463	6,213.61	77.6701
				G	14,135	6,524.04	81.5505
				H	14,843	6,850.64	85.6330
				I	15,585	7,192.90	89.9113
108	INFO TCHNLGY PROGMR	E	179	A	7,153	3,301.20	41.2650
				B	7,510	3,466.21	43.3276
				C	7,886	3,639.54	45.4943
				D	8,280	3,821.68	47.7711
				E	8,694	4,012.65	50.1581
				F	9,128	4,212.92	52.6615
				G	9,585	4,423.95	55.2994
				H	10,064	4,644.78	58.0598
				I	10,568	4,877.36	60.9671
103	INFO TCHNLGY TECH	E	149	A	5,307	2,449.21	30.6151
				B	5,573	2,572.11	32.1514
				C	5,851	2,700.40	33.7550
				D	6,144	2,835.54	35.4443
				E	6,450	2,977.05	37.2131
				F	6,773	3,125.90	39.0738
				G	7,112	3,282.59	41.0323
				H	7,468	3,446.62	43.0827
				I	7,840	3,618.48	45.2311
081	INSURANCE PROG COORD	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
061	JAILER/FLEET SUPV	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
416	MAINT REPAIR HELPER	U	122	A	4,059	1,873.39	23.4174
				B	4,262	1,966.91	24.5864
				C	4,475	2,065.33	25.8166
				D	4,699	2,168.64	27.1080
				E	4,933	2,276.85	28.4607
				F	5,180	2,390.95	29.8868
				G	5,439	2,510.41	31.3801
				H	5,711	2,635.77	32.9471
				I	5,997	2,767.97	34.5997
415	MAINT REPAIR WRKR	U	138	A	4,759	2,196.56	27.4569
				B	4,997	2,306.24	28.8279
				C	5,247	2,421.79	30.2724
				D	5,509	2,542.73	31.7841
				E	5,785	2,670.04	33.3755
				F	6,074	2,803.22	35.0403
				G	6,377	2,943.26	36.7907
				H	6,696	3,090.65	38.6331
				I	7,032	3,245.38	40.5672
301	MASTER OFFCR	P	179	A	7,181	3,314.53	41.4317
				B	7,541	3,480.26	43.5032
				C	7,918	3,654.27	45.6784
				D	8,313	3,836.98	47.9623
				E	8,729	4,028.83	50.3604
				F	9,166	4,230.28	52.8785
				G	9,624	4,441.79	55.5224
				H	10,105	4,663.88	58.2986
				I	10,509	4,850.43	60.6304
325	MASTER OFFCR II	P	181.5	A	7,360	3,397.10	42.4638
				B	7,728	3,566.96	44.5870
				C	8,115	3,745.31	46.8164
				D	8,521	3,932.57	49.1571
				E	8,947	4,129.20	51.6150
				F	9,394	4,335.66	54.1957
				G	9,864	4,552.44	56.9055
				H	10,357	4,780.07	59.7509
				I	10,771	4,971.27	62.1409
109	NETWORK ADMIN	E	179	A	7,153	3,301.20	41.2650
				B	7,510	3,466.21	43.3276
				C	7,886	3,639.54	45.4943
				D	8,280	3,821.68	47.7711
				E	8,694	4,012.65	50.1581
				F	9,128	4,212.92	52.6615
				G	9,585	4,423.95	55.2994
				H	10,064	4,644.78	58.0598
				I	10,568	4,877.36	60.9671

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
066	OFFICE ASSIST	E	113	A	3,709	1,711.80	21.3975
				B	3,895	1,797.49	22.4686
				C	4,089	1,887.10	23.5887
				D	4,293	1,981.60	24.7700
				E	4,508	2,080.51	26.0064
				F	4,733	2,184.31	27.3039
				G	4,969	2,293.50	28.6688
				H	5,219	2,408.56	30.1071
				I	5,480	2,529.02	31.6128
406	PARK MAINT WRKR	U	127	A	4,267	1,969.35	24.6169
				B	4,480	2,067.78	25.8472
				C	4,704	2,171.09	27.1387
				D	4,938	2,279.30	28.4913
				E	5,186	2,393.39	29.9174
				F	5,446	2,513.36	31.4170
				G	5,717	2,638.70	32.9838
				H	6,004	2,770.91	34.6364
				I	6,304	2,909.48	36.3685
494	PARKING CONTROL SPEC	U	103	A	3,360	1,550.71	19.3839
				B	3,527	1,628.07	20.3509
				C	3,704	1,709.36	21.3669
				D	3,889	1,795.04	22.4380
				E	4,083	1,884.65	23.5581
				F	4,287	1,978.66	24.7333
				G	4,502	2,078.06	25.9757
				H	4,727	2,181.86	27.2733
				I	4,964	2,290.96	28.6370
133	PAYROLL SUPV	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
213	PERMIT CENTER SUPV	M	174	A	6,674	3,080.36	38.5045
				B	7,007	3,234.12	40.4264
				C	7,358	3,396.19	42.4523
				D	7,725	3,565.60	44.5700
				E	8,113	3,744.32	46.8040
				F	8,518	3,931.37	49.1422
				G	8,943	4,127.72	51.5965
				H	9,391	4,334.35	54.1793
				I	9,861	4,551.26	56.8908

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
210	PERMIT TECH	E	140	A	4,853	2,239.64	27.9956
				B	5,096	2,351.77	29.3971
				C	5,350	2,469.28	30.8660
				D	5,617	2,592.68	32.4085
				E	5,899	2,722.43	34.0304
				F	6,194	2,858.56	35.7320
				G	6,502	3,001.04	37.5130
				H	6,828	3,151.36	39.3921
				I	7,170	3,309.03	41.3629
201	PLAN CHECK ENGINEER	E	190	A	7,980	3,683.12	46.0390
				B	8,379	3,867.23	48.3403
				C	8,798	4,060.63	50.7579
				D	9,238	4,263.84	53.2980
				E	9,700	4,476.84	55.9605
				F	10,185	4,700.60	58.7575
				G	10,694	4,935.63	61.6954
				H	11,229	5,182.41	64.7801
				I	11,790	5,441.44	68.0180
267	PLANNER	E	174	A	6,807	3,141.57	39.2696
				B	7,147	3,298.75	41.2343
				C	7,505	3,463.75	43.2969
				D	7,879	3,636.60	45.4576
				E	8,274	3,818.75	47.7344
				F	8,687	4,009.23	50.1153
				G	9,122	4,209.97	52.6247
				H	9,578	4,420.52	55.2566
				I	10,056	4,641.35	58.0169
263	PLANNING SVCS MGR	M	215	A	10,035	4,631.57	57.8946
				B	10,537	4,863.17	60.7896
				C	11,064	5,106.52	63.8315
				D	11,617	5,361.63	67.0203
				E	12,198	5,629.95	70.3744
				F	12,807	5,911.01	73.8877
				G	13,448	6,206.76	77.5845
				H	14,121	6,517.19	81.4649
				I	14,826	6,842.80	85.5351
270	PLANS EXAMINER	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
304	POLICE CAPTAIN	Q	232.1	A	12,923	5,964.38	74.5548
				B	13,569	6,262.58	78.2822
				C	14,247	6,575.46	82.1932
				D	14,959	6,904.02	86.3002
				E	15,707	7,249.21	90.6152
				F	16,493	7,612.04	95.1505
				G	17,317	7,992.50	99.9062
				H	18,183	8,392.04	104.9005
				I	18,911	8,727.94	109.0993
305	POLICE CHIEF	C	258	A	15,545	7,174.41	89.6801
				B	16,322	7,533.35	94.1669
				C	17,139	7,910.09	98.8761
				D	17,996	8,305.62	103.8202
				E	18,895	8,720.93	109.0116
				F	19,840	9,156.99	114.4624
				G	20,832	9,614.82	120.1852
				H	21,873	10,095.39	126.1923
				I	22,966	10,599.69	132.4961
076	POLICE COMM MGR	M	191	A	7,904	3,647.87	45.5983
				B	8,299	3,830.50	47.8813
				C	8,714	4,021.96	50.2745
				D	9,149	4,222.70	52.7838
				E	9,608	4,434.24	55.4280
				F	10,087	4,655.55	58.1944
				G	10,592	4,888.63	61.1078
				H	11,121	5,132.96	64.1620
				I	11,677	5,389.53	67.3692
303	POLICE LIEUTENANT	Q	220.1	A	11,244	5,189.76	64.8720
				B	11,807	5,449.27	68.1159
				C	12,397	5,721.52	71.5190
				D	13,017	6,007.96	75.0995
				E	13,668	6,308.11	78.8514
				F	14,351	6,623.44	82.7931
				G	15,069	6,954.94	86.9367
				H	15,822	7,302.58	91.2823
				I	16,455	7,594.41	94.9302
300	POLICE OFFCR	P	174	A	6,839	3,156.33	39.4541
				B	7,181	3,314.14	41.4268
				C	7,540	3,479.85	43.4982
				D	7,917	3,653.84	45.6730
				E	8,312	3,836.53	47.9566
				F	8,728	4,028.36	50.3545
				G	9,165	4,229.78	52.8723
				H	9,623	4,441.27	55.5159
				I	10,008	4,618.92	57.7364

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
320	POLICE OFFCR II	P	176.5	A	7,010	3,235.43	40.4428
				B	7,361	3,397.19	42.4649
				C	7,729	3,567.06	44.5882
				D	8,115	3,745.41	46.8176
				E	8,521	3,932.68	49.1585
				F	8,947	4,129.31	51.6164
				G	9,394	4,335.78	54.1973
				H	9,864	4,552.57	56.9071
				I	10,258	4,734.67	59.1834
075	POLICE RECORDS MGR	M	191	A	7,904	3,647.87	45.5983
				B	8,299	3,830.50	47.8813
				C	8,714	4,021.96	50.2745
				D	9,149	4,222.70	52.7838
				E	9,608	4,434.24	55.4280
				F	10,087	4,655.55	58.1944
				G	10,592	4,888.63	61.1078
				H	11,121	5,132.96	64.1620
				I	11,677	5,389.53	67.3692
074	POLICE RECORDS SHIFT SUPV	E	140	A	4,853	2,239.64	27.9956
				B	5,096	2,351.77	29.3971
				C	5,350	2,469.28	30.8660
				D	5,617	2,592.68	32.4085
				E	5,899	2,722.43	34.0304
				F	6,194	2,858.56	35.7320
				G	6,502	3,001.04	37.5130
				H	6,828	3,151.36	39.3921
				I	7,170	3,309.03	41.3629
057	POLICE RECORDS SPEC	E	125	A	4,181	1,929.69	24.1212
				B	4,390	2,026.16	25.3270
				C	4,609	2,127.02	26.5877
				D	4,840	2,233.76	27.9220
				E	5,082	2,345.40	29.3176
				F	5,335	2,462.43	30.7804
				G	5,603	2,585.82	32.3228
				H	5,883	2,715.09	33.9386
				I	6,178	2,851.21	35.6401
302	POLICE SERGEANT	P	199.2	A	8,788	4,056.16	50.7020
				B	9,228	4,258.96	53.2370
				C	9,689	4,471.91	55.8989
				D	10,174	4,695.51	58.6938
				E	10,682	4,930.28	61.6286
				F	11,216	5,176.80	64.7100
				G	11,777	5,435.64	67.9455
				H	12,366	5,707.42	71.3428
				I	12,861	5,935.72	74.1965

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
056	POLICE SVCS SUPV	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
052	PRIN ACCOUNT SPEC	E	132	A	4,482	2,068.76	25.8594
				B	4,706	2,172.07	27.1509
				C	4,941	2,280.28	28.5035
				D	5,188	2,394.37	29.9296
				E	5,448	2,514.33	31.4292
				F	5,720	2,640.17	33.0022
				G	6,006	2,771.89	34.6486
				H	6,306	2,910.46	36.3807
				I	6,622	3,056.37	38.2046
059	PRIN ACCOUNTANT	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947
036	PRIN ADMIN ANALYST	M	191	A	7,904	3,647.87	45.5983
				B	8,299	3,830.50	47.8813
				C	8,714	4,021.96	50.2745
				D	9,149	4,222.70	52.7838
				E	9,608	4,434.24	55.4280
				F	10,087	4,655.55	58.1944
				G	10,592	4,888.63	61.1078
				H	11,121	5,132.96	64.1620
				I	11,677	5,389.53	67.3692
208	PRIN ENGINEERING TECH	E	169	A	6,475	2,988.31	37.3539
				B	6,798	3,137.65	39.2206
				C	7,139	3,294.83	41.1854
				D	7,495	3,459.35	43.2419
				E	7,871	3,632.68	45.4085
				F	8,263	3,813.85	47.6731
				G	8,677	4,004.81	50.0602
				H	9,111	4,205.09	52.5636
				I	9,566	4,415.14	55.1893

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
129	PRIN HUMAN RESOURCES ANALYST	M	191	A	7,904	3,647.87	45.5983
				B	8,299	3,830.50	47.8813
				C	8,714	4,021.96	50.2745
				D	9,149	4,222.70	52.7838
				E	9,608	4,434.24	55.4280
				F	10,087	4,655.55	58.1944
				G	10,592	4,888.63	61.1078
				H	11,121	5,132.96	64.1620
				I	11,677	5,389.53	67.3692
064	PRIN OFFICE ASSIST	E	133	A	4,529	2,090.30	26.1287
				B	4,755	2,194.59	27.4324
				C	4,993	2,304.28	28.8034
				D	5,242	2,419.34	30.2418
				E	5,504	2,540.29	31.7536
				F	5,780	2,667.59	33.3449
				G	6,068	2,800.78	35.0097
				H	6,372	2,940.81	36.7602
				I	6,691	3,088.20	38.6024
023	PROG SPEC	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703
209	PROJECT ENGINEER	M	204	A	8,994	4,151.22	51.8902
				B	9,444	4,358.83	54.4854
				C	9,916	4,576.72	57.2090
				D	10,413	4,805.88	60.0735
				E	10,933	5,045.80	63.0725
				F	11,480	5,298.46	66.2307
				G	12,054	5,563.36	69.5420
				H	12,657	5,841.48	73.0185
				I	13,289	6,133.31	76.6664
265	PROJECT PLANNER	M	186	A	7,520	3,470.61	43.3826
				B	7,896	3,644.44	45.5555
				C	8,291	3,826.58	47.8323
				D	8,706	4,018.04	50.2255
				E	9,141	4,218.79	52.7349
				F	9,598	4,429.83	55.3728
				G	10,077	4,651.15	58.1393
				H	10,581	4,883.73	61.0466
				I	11,110	5,127.58	64.0947

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
083	PUBLIC SAFETY DISPATCHR	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
126	PUBLIC SAFETY FISCAL ANALYST	M	176	A	6,808	3,142.06	39.2758
				B	7,148	3,299.24	41.2405
				C	7,506	3,464.25	43.3031
				D	7,880	3,637.09	45.4636
				E	8,275	3,819.24	47.7405
				F	8,689	4,010.20	50.1275
				G	9,123	4,210.47	52.6308
				H	9,579	4,421.02	55.2627
				I	10,058	4,642.34	58.0292
033	PUBLIC WORKS DIR	C	245	A	13,658	6,303.75	78.7969
				B	14,342	6,619.18	82.7398
				C	15,058	6,949.94	86.8743
				D	15,811	7,297.51	91.2189
				E	16,602	7,662.39	95.7798
				F	17,432	8,045.56	100.5695
				G	18,304	8,448.01	105.6001
				H	19,219	8,870.24	110.8780
				I	20,180	9,313.73	116.4216
420	PUBLIC WORKS FOREMAN	M	155	A	5,523	2,549.10	31.8637
				B	5,800	2,676.90	33.4612
				C	6,090	2,810.57	35.1321
				D	6,394	2,951.10	36.8888
				E	6,713	3,098.48	38.7310
				F	7,050	3,253.70	40.6712
				G	7,402	3,416.26	42.7032
				H	7,772	3,587.15	44.8394
				I	8,160	3,766.36	47.0795
204	PUBLIC WORKS SUPV	M	176	A	6,808	3,142.06	39.2758
				B	7,148	3,299.24	41.2405
				C	7,506	3,464.25	43.3031
				D	7,880	3,637.09	45.4636
				E	8,275	3,819.24	47.7405
				F	8,689	4,010.20	50.1275
				G	9,123	4,210.47	52.6308
				H	9,579	4,421.02	55.2627
				I	10,058	4,642.34	58.0292

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
244	PUBLIC WORKS TECH	E	145	A	5,101	2,354.22	29.4278
				B	5,355	2,471.74	30.8967
				C	5,623	2,595.12	32.4390
				D	5,904	2,724.88	34.0610
				E	6,200	2,861.49	35.7687
				F	6,510	3,004.47	37.5559
				G	6,835	3,154.79	39.4349
				H	7,177	3,312.45	41.4057
				I	7,537	3,478.44	43.4806
402	PUBLIC WORKS TRAINEE	U	106	A	3,463	1,598.21	19.9776
				B	3,636	1,678.02	20.9753
				C	3,818	1,762.24	22.0280
				D	4,009	1,850.37	23.1296
				E	4,209	1,942.42	24.2803
				F	4,420	2,039.86	25.4983
				G	4,640	2,141.71	26.7714
				H	4,873	2,248.95	28.1118
				I	5,116	2,361.39	29.5174
070	PURCHASING AGENT	M	191	A	7,904	3,647.87	45.5983
				B	8,299	3,830.50	47.8813
				C	8,714	4,021.96	50.2745
				D	9,149	4,222.70	52.7838
				E	9,608	4,434.24	55.4280
				F	10,087	4,655.55	58.1944
				G	10,592	4,888.63	61.1078
				H	11,121	5,132.96	64.1620
				I	11,677	5,389.53	67.3692
222	REAL PROPERTY AGENT	E	162	A	6,039	2,787.07	34.8384
				B	6,341	2,926.62	36.5827
				C	6,658	3,073.02	38.4128
				D	6,990	3,226.28	40.3285
				E	7,340	3,387.86	42.3483
				F	7,707	3,557.28	44.4660
				G	8,093	3,735.02	46.6878
				H	8,497	3,921.58	49.0197
				I	8,922	4,117.92	51.4740
221	REAL PROPERTY MGR	M	199	A	8,559	3,950.47	49.3809
				B	8,988	4,148.28	51.8535
				C	9,437	4,355.40	54.4425
				D	9,909	4,573.29	57.1662
				E	10,404	4,801.96	60.0244
				F	10,924	5,041.89	63.0236
				G	11,470	5,294.05	66.1757
				H	12,044	5,558.95	69.4869
				I	12,646	5,836.58	72.9573

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
092	REPRO EQUIP OPERATOR	E	109	A	3,564	1,644.72	20.5590
				B	3,742	1,726.98	21.5873
				C	3,930	1,813.65	22.6706
				D	4,126	1,904.23	23.8029
				E	4,332	1,999.23	24.9903
				F	4,548	2,099.11	26.2389
				G	4,776	2,204.39	27.5549
				H	5,015	2,314.56	28.9320
				I	5,265	2,430.11	30.3764
032	REVENUE MGR	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
132	RISK MGMT SUPV	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
460	SEWER MAINT WRKR	U	132	A	4,484	2,069.73	25.8716
				B	4,708	2,173.05	27.1631
				C	4,944	2,281.75	28.5219
				D	5,191	2,395.83	29.9479
				E	5,450	2,515.31	31.4414
				F	5,722	2,641.15	33.0144
				G	6,009	2,773.35	34.6669
				H	6,309	2,911.92	36.3991
				I	6,625	3,057.84	38.2230
463	SEWER PUMP STATION ELEC	U	146	A	5,154	2,378.70	29.7337
				B	5,412	2,497.68	31.2210
				C	5,682	2,622.54	32.7818
				D	5,967	2,753.77	34.4222
				E	6,265	2,891.36	36.1420
				F	6,578	3,035.80	37.9476
				G	6,906	3,187.60	39.8450
				H	7,251	3,346.73	41.8342
				I	7,614	3,514.19	43.9274

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
424	SMALL ENGINES MECH	U	127	A	4,267	1,969.35	24.6169
				B	4,480	2,067.78	25.8472
				C	4,704	2,171.09	27.1387
				D	4,938	2,279.30	28.4913
				E	5,186	2,393.39	29.9174
				F	5,446	2,513.36	31.4170
				G	5,717	2,638.70	32.9838
				H	6,004	2,770.91	34.6364
				I	6,304	2,909.48	36.3685
312	SPECIAL OFFCR	E	157	A	5,920	2,732.22	34.1528
				B	6,216	2,868.84	35.8604
				C	6,526	3,011.81	37.6476
				D	6,852	3,162.63	39.5328
				E	7,195	3,320.78	41.5097
				F	7,555	3,486.77	43.5846
				G	7,932	3,661.08	45.7635
				H	8,329	3,844.21	48.0526
				I	8,746	4,036.64	50.4580
051	SR ACCOUNT SPEC	E	122	A	4,057	1,872.40	23.4050
				B	4,260	1,965.93	24.5742
				C	4,473	2,064.35	25.8044
				D	4,696	2,167.17	27.0897
				E	4,931	2,275.88	28.4485
				F	5,177	2,389.47	29.8684
				G	5,436	2,508.94	31.3618
				H	5,708	2,634.30	32.9288
				I	5,994	2,766.50	34.5813
055	SR ACCOUNTANT	E	171	A	6,606	3,049.03	38.1128
				B	6,937	3,201.80	40.0225
				C	7,284	3,361.91	42.0238
				D	7,648	3,529.86	44.1233
				E	8,030	3,706.13	46.3266
				F	8,432	3,891.70	48.6463
				G	8,853	4,086.10	51.0762
				H	9,296	4,290.28	53.6285
				I	9,760	4,504.74	56.3093
014	SR ADMIN AIDE	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
017	SR ADMIN ANALYST	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
203	SR ANIMAL CONTROL OFFCR	E	164	A	6,161	2,843.37	35.5422
				B	6,468	2,985.37	37.3172
				C	6,792	3,134.71	39.1839
				D	7,131	3,291.40	41.1426
				E	7,488	3,455.92	43.1990
				F	7,862	3,628.77	45.3596
				G	8,256	3,810.43	47.6304
				H	8,669	4,000.90	50.0113
				I	9,103	4,201.16	52.5146
231	SR BLDG INSPCTR	E	170	A	6,540	3,018.67	37.7334
				B	6,867	3,169.48	39.6185
				C	7,211	3,328.13	41.6016
				D	7,572	3,494.60	43.6826
				E	7,949	3,668.91	45.8614
				F	8,347	3,852.54	48.1567
				G	8,764	4,044.97	50.5621
				H	9,202	4,247.19	53.0899
				I	9,664	4,460.18	55.7523
216	SR CIVIL ENGINEER	M	211	A	9,644	4,450.88	55.6360
				B	10,126	4,673.67	58.4209
				C	10,632	4,907.23	61.3404
				D	11,164	5,152.55	64.4068
				E	11,722	5,410.10	67.6262
				F	12,309	5,680.87	71.0109
				G	12,924	5,964.87	74.5609
				H	13,570	6,263.06	78.2883
				I	14,248	6,575.95	82.1994
242	SR CODE ENFORCE OFFCR	E	160	A	5,921	2,732.72	34.1590
				B	6,217	2,869.33	35.8666
				C	6,528	3,012.79	37.6599
				D	6,853	3,163.11	39.5389
				E	7,196	3,321.27	41.5159
				F	7,556	3,487.26	43.5908
				G	7,933	3,661.57	45.7697
				H	8,330	3,844.70	48.0588
				I	8,748	4,037.62	50.4703

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
098	SR COMM SVC OFFCR	E	136	A	4,663	2,152.00	26.9000
				B	4,895	2,259.22	28.2403
				C	5,140	2,372.33	29.6542
				D	5,397	2,490.83	31.1354
				E	5,667	2,615.69	32.6961
				F	5,951	2,746.42	34.3303
				G	6,248	2,883.53	36.0441
				H	6,561	3,027.97	37.8496
				I	6,888	3,179.27	39.7409
091	SR ECON DEV SPEC	E	162	A	6,039	2,787.07	34.8384
				B	6,341	2,926.62	36.5827
				C	6,658	3,073.02	38.4128
				D	6,990	3,226.28	40.3285
				E	7,340	3,387.86	42.3483
				F	7,707	3,557.28	44.4660
				G	8,093	3,735.02	46.6878
				H	8,497	3,921.58	49.0197
				I	8,922	4,117.92	51.4740
226	SR EMPLOYMENT SPEC	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
212	SR ENGINEERING TECH	E	159	A	5,860	2,704.80	33.8100
				B	6,153	2,839.94	35.4993
				C	6,461	2,981.94	37.2743
				D	6,784	3,131.28	39.1411
				E	7,124	3,287.98	41.0997
				F	7,479	3,452.01	43.1501
				G	7,854	3,624.85	45.3106
				H	8,246	3,806.02	47.5752
				I	8,658	3,996.00	49.9500
246	SR ENVIRO SVCS SPEC	E	153	A	5,522	2,548.60	31.8576
				B	5,799	2,676.40	33.4551
				C	6,089	2,810.08	35.1260
				D	6,393	2,950.61	36.8826
				E	6,712	3,097.99	38.7249
				F	7,048	3,252.72	40.6590
				G	7,401	3,415.78	42.6972
				H	7,770	3,586.16	44.8271
				I	8,158	3,765.38	47.0673

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
294	SR HOUSING SPEC	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
128	SR HUMAN RESOURCES ANALYST	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
104	SR INFO TCHNLGY ANALYST	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
106	SR INFO TCHNLGY TECH	E	159	A	5,860	2,704.80	33.8100
				B	6,153	2,839.94	35.4993
				C	6,461	2,981.94	37.2743
				D	6,784	3,131.28	39.1411
				E	7,124	3,287.98	41.0997
				F	7,479	3,452.01	43.1501
				G	7,854	3,624.85	45.3106
				H	8,246	3,806.02	47.5752
				I	8,658	3,996.00	49.9500
067	SR OFFICE ASSIST	E	123	A	4,098	1,891.50	23.6438
				B	4,303	1,986.00	24.8251
				C	4,518	2,085.41	26.0676
				D	4,743	2,189.21	27.3651
				E	4,981	2,298.89	28.7361
				F	5,230	2,413.96	30.1744
				G	5,491	2,534.40	31.6801
				H	5,766	2,661.23	33.2654
				I	6,055	2,794.41	34.9301

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
407	SR PARK MAINT WRKR	U	137	A	4,713	2,175.01	27.1876
				B	4,948	2,283.71	28.5464
				C	5,195	2,397.80	29.9724
				D	5,455	2,517.76	31.4720
				E	5,728	2,643.60	33.0450
				F	6,014	2,775.81	34.6976
				G	6,314	2,914.38	36.4297
				H	6,631	3,060.29	38.2536
				I	6,963	3,213.55	40.1694
266	SR PLANNER	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
025	SR PROG SPEC	M	171	A	6,477	2,989.29	37.3662
				B	6,801	3,139.12	39.2390
				C	7,141	3,295.81	41.1976
				D	7,498	3,460.82	43.2602
				E	7,873	3,633.67	45.4208
				F	8,267	3,815.32	47.6915
				G	8,680	4,006.28	50.0785
				H	9,114	4,206.55	52.5819
				I	9,569	4,416.61	55.2077
264	SR PROJECT PLANNER	M	194	A	8,145	3,759.01	46.9877
				B	8,552	3,947.04	49.3380
				C	8,979	4,144.37	51.8046
				D	9,428	4,351.49	54.3936
				E	9,899	4,568.89	57.1111
				F	10,395	4,797.55	59.9694
				G	10,913	5,036.99	62.9624
				H	11,460	5,289.16	66.1144
				I	12,033	5,553.57	69.4196
223	SR REAL PROPERTY AGENT	M	173	A	6,608	3,050.00	38.1250
				B	6,939	3,202.77	40.0347
				C	7,286	3,362.89	42.0361
				D	7,650	3,530.84	44.1355
				E	8,033	3,707.60	46.3450
				F	8,434	3,892.69	48.6586
				G	8,856	4,087.56	51.0945
				H	9,299	4,291.75	53.6469
				I	9,763	4,506.21	56.3276

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
253	SR RECREATION SPEC	E	101	A	3,293	1,519.86	18.9983
				B	3,457	1,595.76	19.9469
				C	3,630	1,675.57	20.9446
				D	3,812	1,759.29	21.9912
				E	4,003	1,847.43	23.0929
				F	4,203	1,939.98	24.2497
				G	4,413	2,036.93	25.4616
				H	4,634	2,138.77	26.7347
				I	4,865	2,245.52	28.0690
090	SR REPRO EQUIP OPERATOR	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
462	SR SEWER MAINT WRKR	U	137	A	4,713	2,175.01	27.1876
				B	4,948	2,283.71	28.5464
				C	5,195	2,397.80	29.9724
				D	5,455	2,517.76	31.4720
				E	5,728	2,643.60	33.0450
				F	6,014	2,775.81	34.6976
				G	6,314	2,914.38	36.4297
				H	6,631	3,060.29	38.2536
				I	6,963	3,213.55	40.1694
419	SR STREET MAINT WRKR	U	137	A	4,713	2,175.01	27.1876
				B	4,948	2,283.71	28.5464
				C	5,195	2,397.80	29.9724
				D	5,455	2,517.76	31.4720
				E	5,728	2,643.60	33.0450
				F	6,014	2,775.81	34.6976
				G	6,314	2,914.38	36.4297
				H	6,631	3,060.29	38.2536
				I	6,963	3,213.55	40.1694
412	SR TRAFFIC SIGNAL ELEC	U	163	A	6,102	2,816.44	35.2055
				B	6,407	2,956.97	36.9622
				C	6,727	3,104.85	38.8106
				D	7,063	3,260.06	40.7508
				E	7,417	3,423.12	42.7890
				F	7,788	3,594.49	44.9311
				G	8,177	3,774.19	47.1774
				H	8,586	3,962.71	49.5338
				I	9,016	4,161.01	52.0126

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
437	SR WATER PROD OPTR	U	157	A	5,749	2,653.40	33.1674
				B	6,037	2,786.08	34.8261
				C	6,338	2,925.15	36.5643
				D	6,655	3,071.55	38.3944
				E	6,987	3,224.81	40.3102
				F	7,337	3,386.39	42.3299
				G	7,703	3,555.32	44.4415
				H	8,088	3,733.06	46.6633
				I	8,494	3,920.11	49.0013
255	SR WATER QUALITY TECH	E	165	A	6,222	2,871.77	35.8972
				B	6,533	3,015.24	37.6905
				C	6,860	3,166.05	39.5756
				D	7,202	3,324.21	41.5526
				E	7,562	3,490.20	43.6275
				F	7,941	3,665.00	45.8125
				G	8,338	3,848.13	48.1016
				H	8,755	4,040.56	50.5070
				I	9,193	4,242.78	53.0348
431	SR WATER SVC WRKR	U	146	A	5,154	2,378.70	29.7337
				B	5,412	2,497.68	31.2210
				C	5,682	2,622.54	32.7818
				D	5,967	2,753.77	34.4222
				E	6,265	2,891.36	36.1420
				F	6,578	3,035.80	37.9476
				G	6,906	3,187.60	39.8450
				H	7,251	3,346.73	41.8342
				I	7,614	3,514.19	43.9274
078	SR WORD PROC OPERATOR	E	123	A	4,098	1,891.50	23.6438
				B	4,303	1,986.00	24.8251
				C	4,518	2,085.41	26.0676
				D	4,743	2,189.21	27.3651
				E	4,981	2,298.89	28.7361
				F	5,230	2,413.96	30.1744
				G	5,491	2,534.40	31.6801
				H	5,766	2,661.23	33.2654
				I	6,055	2,794.41	34.9301
451	STOCK CLERK	E	112	A	3,673	1,695.16	21.1895
				B	3,856	1,779.87	22.2484
				C	4,049	1,868.98	23.3623
				D	4,252	1,962.50	24.5313
				E	4,464	2,060.43	25.7554
				F	4,687	2,163.26	27.0408
				G	4,922	2,271.47	28.3934
				H	5,168	2,385.06	29.8133
				I	5,427	2,504.54	31.3067

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
450	STOREKEEPER	E	135	A	4,619	2,131.92	26.6490
				B	4,849	2,238.18	27.9772
				C	5,092	2,350.30	29.3788
				D	5,347	2,467.82	30.8477
				E	5,614	2,591.21	32.3901
				F	5,894	2,720.47	34.0059
				G	6,189	2,856.60	35.7075
				H	6,499	2,999.57	37.4947
				I	6,825	3,149.90	39.3737
411	STREET MAINT WRKR	U	132	A	4,484	2,069.73	25.8716
				B	4,708	2,173.05	27.1631
				C	4,944	2,281.75	28.5219
				D	5,191	2,395.83	29.9479
				E	5,450	2,515.31	31.4414
				F	5,722	2,641.15	33.0144
				G	6,009	2,773.35	34.6669
				H	6,309	2,911.92	36.3991
				I	6,625	3,057.84	38.2230
233	SUPERVISING BLDG INSPCTR	M	179	A	7,014	3,237.05	40.4632
				B	7,364	3,398.63	42.4829
				C	7,732	3,568.55	44.6068
				D	8,119	3,747.26	46.8408
				E	8,524	3,934.31	49.1789
				F	8,951	4,131.14	51.6393
				G	9,399	4,337.77	54.2222
				H	9,868	4,554.69	56.9336
				I	10,362	4,782.38	59.7797
237	TRAFFIC ENGINEER	M	211	A	9,644	4,450.88	55.6360
				B	10,126	4,673.67	58.4209
				C	10,632	4,907.23	61.3404
				D	11,164	5,152.55	64.4068
				E	11,722	5,410.10	67.6262
				F	12,309	5,680.87	71.0109
				G	12,924	5,964.87	74.5609
				H	13,570	6,263.06	78.2883
				I	14,248	6,575.95	82.1994
405	TRAFFIC SIGNAL ELEC	U	149	A	5,310	2,450.68	30.6335
				B	5,575	2,573.09	32.1636
				C	5,853	2,701.37	33.7672
				D	6,146	2,836.52	35.4566
				E	6,453	2,978.52	37.2314
				F	6,776	3,127.37	39.0922
				G	7,114	3,283.57	41.0446
				H	7,471	3,448.09	43.1011
				I	7,844	3,620.49	45.2561

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
040	UTILITIES REVENUE SUPV	M	166	A	6,162	2,843.87	35.5483
				B	6,470	2,986.35	37.3294
				C	6,793	3,135.21	39.1901
				D	7,133	3,292.38	41.1548
				E	7,490	3,456.90	43.2113
				F	7,864	3,629.75	45.3718
				G	8,257	3,810.91	47.6364
				H	8,670	4,001.39	50.0174
				I	9,104	4,201.66	52.5207
410	UTILITY WRKR	U	112	A	3,674	1,695.64	21.1955
				B	3,857	1,780.35	22.2544
				C	4,051	1,869.47	23.3683
				D	4,253	1,962.99	24.5373
				E	4,465	2,060.92	25.7615
				F	4,689	2,164.24	27.0530
				G	4,924	2,272.45	28.4056
				H	5,170	2,386.05	29.8256
				I	5,428	2,505.03	31.3129
429	WATER CUST SVC WRKR	U	138	A	4,759	2,196.56	27.4569
				B	4,997	2,306.24	28.8279
				C	5,247	2,421.79	30.2724
				D	5,509	2,542.73	31.7841
				E	5,785	2,670.04	33.3755
				F	6,074	2,803.22	35.0403
				G	6,377	2,943.26	36.7907
				H	6,696	3,090.65	38.6331
				I	7,032	3,245.38	40.5672
433	WATER PROD ELEC	U	163	A	6,102	2,816.44	35.2055
				B	6,407	2,956.97	36.9622
				C	6,727	3,104.85	38.8106
				D	7,063	3,260.06	40.7508
				E	7,417	3,423.12	42.7890
				F	7,788	3,594.49	44.9311
				G	8,177	3,774.19	47.1774
				H	8,586	3,962.71	49.5338
				I	9,016	4,161.01	52.0126
438	WATER PROD MECH	U	147	A	5,206	2,402.69	30.0337
				B	5,467	2,523.14	31.5393
				C	5,739	2,648.98	33.1123
				D	6,027	2,781.68	34.7710
				E	6,328	2,920.74	36.5093
				F	6,644	3,066.65	38.3332
				G	6,976	3,219.92	40.2490
				H	7,326	3,381.00	42.2626
				I	7,692	3,549.93	44.3742

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
436	WATER PROD OPERATOR	U	142	A	4,952	2,285.67	28.5709
				B	5,201	2,400.25	30.0031
				C	5,460	2,520.21	31.5026
				D	5,733	2,646.05	33.0756
				E	6,020	2,778.25	34.7281
				F	6,321	2,917.31	36.4664
				G	6,637	3,063.23	38.2903
				H	6,969	3,216.49	40.2061
				I	7,317	3,377.09	42.2136
115	WATER QUALITY TECH	E	150	A	5,360	2,473.70	30.9212
				B	5,627	2,597.08	32.4635
				C	5,908	2,726.84	34.0854
				D	6,204	2,863.45	35.7932
				E	6,514	3,006.43	37.5804
				F	6,840	3,156.75	39.4593
				G	7,182	3,314.90	41.4363
				H	7,541	3,480.41	43.5051
				I	7,919	3,654.72	45.6839
430	WATER SVC WRKR	U	132	A	4,484	2,069.73	25.8716
				B	4,708	2,173.05	27.1631
				C	4,944	2,281.75	28.5219
				D	5,191	2,395.83	29.9479
				E	5,450	2,515.31	31.4414
				F	5,722	2,641.15	33.0144
				G	6,009	2,773.35	34.6669
				H	6,309	2,911.92	36.3991
				I	6,625	3,057.84	38.2230
409	WATER SVCS MGR	M	215	A	10,035	4,631.57	57.8946
				B	10,537	4,863.17	60.7896
				C	11,064	5,106.52	63.8315
				D	11,617	5,361.63	67.0203
				E	12,198	5,629.95	70.3744
				F	12,807	5,911.01	73.8877
				G	13,448	6,206.76	77.5845
				H	14,121	6,517.19	81.4649
				I	14,826	6,842.80	85.5351
102	WEBMASTER	E	174	A	6,807	3,141.57	39.2696
				B	7,147	3,298.75	41.2343
				C	7,505	3,463.75	43.2969
				D	7,879	3,636.60	45.4576
				E	8,274	3,818.75	47.7344
				F	8,687	4,009.23	50.1153
				G	9,122	4,209.97	52.6247
				H	9,578	4,420.52	55.2566
				I	10,056	4,641.35	58.0169

JOB CODE	CLASSIFICATION TITLE	SCHEDULE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
077	WORD PROC OPERATOR	E	113	A	3,709	1,711.80	21.3975
				B	3,895	1,797.49	22.4686
				C	4,089	1,887.10	23.5887
				D	4,293	1,981.60	24.7700
				E	4,508	2,080.51	26.0064
				F	4,733	2,184.31	27.3039
				G	4,969	2,293.50	28.6688
				H	5,219	2,408.56	30.1071
				I	5,480	2,529.02	31.6128

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 meeting held on June 13, 2023. (*Action Item*)	Date:	7/25/2023

Attached are the minutes from the meeting held on June 13, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	7/20/2023	Minutes	cc-min_06_13_2023.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, June 13, 2023

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

CONVENE CLOSED SESSION

At 5:40 p.m., Mayor Pro Tem Brietigam convened closed session.

ROLL CALL	PRESENT:	(6)	Council Members O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Mayor Pro Tem Brietigam
	ABSENT:	(1)	Mayor Jones

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1): Christopher Wasinger vs. City of Garden Grove, Workers Compensation Appeal Board Case Nos. ADJ11157647 and ADJ11157649

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1): Jerry Young vs. City of Garden Grove, Workers Compensation Appeal Board Case Nos. ADJ8439657 and ADJ8439658

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

ADJOURN CLOSED SESSION

At 6:25 p.m., Mayor Pro Tem Brietigam adjourned closed session.

CONVENE REGULAR MEETING

At 6:33 p.m., Mayor Pro Tem Brietigam convened the meeting with Council Members O'Neill, Tran, DoVinh, Klopfenstein, and Nguyen present.

INVOCATION

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

RECESS

At 6:37 p.m. Mayor Pro Tem Brietigam recessed the meeting.

RECONVENE

At 6:43 p.m., Mayor Pro Tem Brietigam reconvened the meeting with Council Members O'Neill, Tran, DoVinh, Klopfenstein, and Nguyen present.

COMMUNITY SPOTLIGHT IN RECOGNITION OF PACIFICA HIGH SCHOOL'S VARSITY SOFTBALL TEAM FOR WINNING THE CIF SOUTHERN SECTION DIVISION 1 CHAMPIONSHIP

COMMUNITY SPOTLIGHT IN RECOGNITION OF PACIFICA HIGH SCHOOL'S VARSITY NJROTC PROGRAM FOR THEIR HISTORY-MAKING PLACEMENT AT THE NJROTC NATIONALS

ORAL COMMUNICATIONS

Speakers: Leland Sisk, Nicholas Dibs, Rubi Garcia, Thomas Quoc, Steven, Richard Jung, Brian Malley.

CONSIDERATION OF A WRITTEN REQUEST FROM THE KOREAN FESTIVAL COMMITTEE OF ORANGE COUNTY TO HOST THE ARIRANG FESTIVAL AT GARDEN GROVE PARK ON OCTOBER 12, 2023, THROUGH OCTOBER 15, 2023 (F: 42.7A)

Following staff introduction, and City Council comments, it was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

The written proposal from the Korean Festival Committee of Orange County (KFCOC) to conduct the Arirang Festival at Garden Grove Park beginning Thursday, October 12 through Sunday, October 15, 2023, be approved; and

The City Manager be authorized to prepare and execute a formal agreement between the City and the KFCOC for the use of Garden Grove Park to conduct the Arirang Festival.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

CONSIDERATION OF A WRITTEN REQUEST FROM THE HONORING OUR FALLEN ORGANIZATION FOR APPROVAL OF TEMPORARY CLOSURE OF CITY STREETS FOR THE INDEPENDENCE DAY-FREEDOM PARADE ON SATURDAY, JULY 1, 2023 (F: 100.1)

Following staff introduction, it was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

The request from the Honoring Our Fallen organization for street closure in the Eastgate Neighborhood to conduct an Independence Day-Freedom Parade on Saturday, July 1, 2023, with an estimated cost of $3,500 to be fully reimbursed by the organizer, be approved.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

RECESS

At 7:23 p.m. Mayor Pro Tem Brietigam recessed the meeting.

RECONVENE

At 8:02 p.m., Mayor Pro Tem Brietigam reconvened the meeting with Council Members O'Neill, Tran, DoVinh, Klopfenstein, and Nguyen present.

ADOPTION OF A PROCLAMATION RECOGNIZING JUNE 19TH AS JUNETEENTH IN GARDEN GROVE (F: 83.1-2023)

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

A proclamation be adopted recognizing June 19th as Juneteenth in Garden Grove.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

ADOPTION OF A PROCLAMATION DECLARING JUNE 20TH AS WORLD REFUGEE DAY IN GARDEN GROVE (F: 83.1-2023)

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

A proclamation be adopted declaring June 20th as World Refugee Day in Garden Grove.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

AWARD CONTRACTS TO B&D TOWING, DBA BALCACERES AND DAVALOS TOWING, AND CYLINDER ENTERPRISES INC., DBA FINISH LINE TOWING TO PROVIDE ON-CALL TOWING SERVICES AS NEEDED BY THE POLICE DEPARTMENT (F: 55-B&D TOWING) (F: 55-CYLINDER ENTERPRISES, INC.)

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

Contracts be awarded to B&D Towing, dba Balcaceres and Davalos Towing; and Cylinder Enterprises, Inc., dba Finish Line Towing, to provide on-call towing services as needed by the Police Department; and

The City Manager be authorized to execute the contracts on behalf of the City.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

ACCEPTANCE OF GRANT FUNDS FROM THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) FOR A POLICE OFFICER WELLNESS PROGRAM (F: 82.15)

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

The California Board of State and Community Corrections (BSCC) Officer Wellness and Mental Health Grant Funds in the amount of $122,162.38, be accepted; and

The funds be appropriated into the Police Department's Fiscal Year 2023-25 budget.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

AMENDMENT TO THE AGREEMENT WITH WOODRUFF & SMART TO ADJUST THE RATES FOR CITY ATTORNEY SERVICES (F: 55-WOODRUFF & SMART)

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

The Amendment to the Agreement with Woodruff & Smart be approved; and

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

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

AWARD A CONTRACT TO U.S. BANK, N.A. FOR BANKING SERVICES FOR FISCAL YEARS 2023-24 THROUGH 2025-26 (F: 55-U.S. BANK, N.A.)

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

Bidding be dispensed in the best interest of the City pursuant to Garden Grove Municipal Code Section 2.50.060(G);

A contract be awarded to U.S. Bank N.A. for general banking services for the period from July 1, 2023 through June 30, 2026, with an additional two option years; and

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

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

ADOPTION OF A RESOLUTION DECLARING A SURPLUS LAND EXEMPTION FOR REAL PROPERTY LOCATED AT 11390-11400 STANFORD AVENUE, GARDEN GROVE (F: 84.2)

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

Resolution No. 9788-23 entitled: A Resolution of the City Council of the City of Garden Grove, California, declaring certain real property located at 11390-11400 Stanford Avenue, Garden Grove, California as exempt surplus land; and making certain other findings in connection therewith, be adopted.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

ADOPTION OF A RESOLUTION FOR THE FISCAL YEAR 2023-24 PROJECT LIST FUNDED BY SENATE BILL 1 – THE ROAD TO REPAIR AND ACCOUNTABILITY ACT OF 2017 (F: 34.1.FY2023-24)

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

Resolution No. 9789-23 entitled: A Resolution of the City Council of the City of Garden Grove, State of California, authorizing the submittal of a project list of road projects funded by SB 1: The Road Repair and Accountability Act of 2017 for Fiscal Year 2023/24, be adopted.

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

Ayes: (6) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (1) Jones

ADOPTION OF RESOLUTIONS FOR: INITIATING PROCEEDINGS FOR THE LEVYING OF FISCAL YEAR 2023-24 ASSESSMENT FOR THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT, STREET LIGHTING DISTRICT NO. 99-1, AND PARK MAINTENANCE DISTRICT; THE ENGINEER'S REPORT; AND INTENTION FOR FIXING A TIME AND DATE TO CONDUCT A PUBLIC HEARING (F: 69.2)

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

Resolution No. 9790-23 entitled: A Resolution of the City Council of the City of Garden Grove pursuant to the Landscaping and Lighting Act of 1972 (Sections 22500 et seq. of the California Streets and Highways Code) initiating proceedings to levy annual assessments for the 2023-24 Fiscal Year for the City of Garden Grove Street Lighting District and ordering the City Engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of Said Act, be adopted;

Resolution No. 9791-23 entitled: A Resolution of the City Council of the City of Garden Grove pursuant to the Landscaping and Lighting Act of 1972 (Sections 22500 et seq. of the California Streets and Highways Code) initiating proceedings to levy annual assessments for the 2023-24 Fiscal Year for the City of Garden Grove Street Lighting District No. 99-1 and ordering the City Engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of Said Act, be adopted;

Resolution No. 9792-23 entitled: A Resolution of the City Council of the City of Garden Grove pursuant to the Landscaping and Lighting Act of 1972 (Sections 22500 et seq. of the California Streets and Highways Code) initiating proceedings to levy annual assessments for the 2023-24 Fiscal Year for the City of Garden Grove Park Maintenance District and ordering the City Engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of Said Act, be adopted;

Resolution No. 9793-23 entitled: A Resolution of the City Council of the City of Garden Grove approving the City Engineer's Report regarding the levy of an annual assessment within the City of Garden Grove Street Lighting District for Fiscal Year 2023-24, be adopted;

Resolution No. 9794-23 entitled: A Resolution of the City Council of the City of Garden Grove approving the City Engineer's Report regarding the levy of an annual assessment within the City of Garden Grove Street Lighting District 99-1 for Fiscal Year 2023-24, be adopted;

Resolution No. 9795-23 entitled: A Resolution of the City Council of the City of Garden Grove approving the City Engineer's Report regarding the levy of an annual assessment within the City of Garden Grove Park Maintenance District for Fiscal Year 2023-24, be adopted;

Resolution No. 9796-23 entitled: A Resolution of the City Council of the City of Garden Grove pursuant to the Landscaping and Lighting Act of 1972 (Sections 22500 et seq. of the California Streets and Highways Code) declaring its intention to levy and collect assessments within the City of Garden Grove Street Lighting District for Fiscal Year 2023-24 and setting a time and place for a public hearing on the levy of the proposed assessments, be adopted;

Resolution No. 9797-23 entitled: A Resolution of the City Council of the City of Garden Grove pursuant to the Landscaping and Lighting Act of 1972 (Sections 22500 et seq. of the California Streets and Highways Code) declaring its intention to levy and collect assessments within the City of Garden Grove Street Lighting District 99-1 for Fiscal Year 2023-24 and setting a time and place for a public hearing on the levy of the proposed assessments, be adopted; and

Resolution No. 9798-23 entitled: A Resolution of the City Council of the City of Garden Grove pursuant to the Landscaping and Lighting Act of 1972 (Sections 22500 et seq. of the California Streets and Highways Code) declaring its intention to levy and collect assessments within the City of Garden Grove Park Maintenance District for Fiscal Year 2023-24 and setting a time and place for a public hearing on the levy of the proposed assessments, be adopted.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

APPROVAL OF THE FISCAL YEAR 2023-24 DOWNTOWN ASSESSMENT DISTRICT BUDGET; ADOPTION OF A RESOLUTION OF INITIATING PROCEEDINGS FOR THE LEVYING OF ASSESSMENTS FOR FISCAL YEAR 2023-24; ADOPTION OF A RESOLUTION APPROVING THE ENGINEER'S REPORT; AND ADOPTION OF A RESOLUTION OF INTENTION FIXING A TIME AND DATE FOR A PUBLIC HEARING (F: 31.4)

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

The proposed Budget for the Downtown Assessment District No. 1 for Fiscal Year 2023-24, be approved;

Resolution No. 9799-23 entitled: A Resolution of the City Council of the City of Garden Grove pursuant to the Landscaping and Lighting Act of 1972 (Sections 22500 et seq. of the California Streets and Highways Code) initiating proceedings to levy annual assessments for the 2023-24 Fiscal Year for the City of Garden Grove Downtown Assessment District, and ordering the City Engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of the Act, be adopted;

Resolution No. 9800-23 entitled: A Resolution of the City Council of the City of Garden Grove approving the City Engineer's Report regarding the levy of an annual assessment within the City of Garden Grove Downtown Assessment District for Fiscal Year 2023-24, be adopted; and

Resolution No. 9801-23 entitled: A Resolution of the City Council of the City of Garden Grove, declaring its intention to order the maintenance of certain improvements in the Downtown Assessment District in the City of Garden Grove, describing the District to be benefitted, and declaring its intention to levy an assessment to pay the cost and expenses thereof, and setting the time and place for the public hearing on the question of the levy of the proposed assessment, be adopted.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

APPROVAL OF FISCAL YEAR 2023-24 MEASURE M2 SEVEN-YEAR CAPITAL IMPROVEMENT PLAN; AND ADOPTION OF A RESOLUTION ENSURING CONFORMANCE OF THE CITY'S CIRCULATION ELEMENT WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY MASTER PLAN OF ARTERIAL HIGHWAYS IN CONCURRENCE WITH THE CITY'S EXISTING MITIGATION FEE PROGRAM
(F: 23.18C)

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

Fiscal Year 2023-24 Measure M2 Seven-Year Capital Improvement Plan, be approved; and

Resolution No. 9802-23 entitled: A Resolution of the City Council of the City of Garden Grove concerning the status and update of the Circulation Element, and Mitigation Fee Program for the Measure M (M2) Program, be adopted.

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

Ayes: (6) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (1) Jones

APPROVAL OF WRITING OFF CERTAIN DELINQUENT OBLIGATIONS OWED TO THE CITY AS UNCOLLECTIBLE DEBT (F: 78.5)

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

The write-off be approved for eight accounts totaling $536,991.82 of uncollectible debt for Fiscal Year 2022-23.

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

Ayes: (6) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (1) Jones

WARRANTS

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

Demands covered by EFT numbers 00023289 through 00023935 and check numbers 00185367 through 00185389 inclusive as listed 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 6-0-1 vote as follows:

Ayes: (6) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (1) Jones

WAIVER

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

Full reading of ordinances listed be waived.

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

Ayes: (6) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (1) Jones

PUBLIC HEARING – ADOPTION OF RESOLUTIONS APPROVING THE BIENNIAL BUDGET FOR FISCAL YEAR 2023-24 AND FISCAL YEAR 2024-25
(F: 34.1-FY2023-24/FY2024-25)

Following City Manager Kim's introduction and Finance Director Song and Budget Manager Castellon's presentation, Mayor Pro Tem Brietigam declared the public hearing open.

Speakers: Leland Sisk, Brian Malley, Nicholas Dibs

There being no further testimony, Mayor Pro Tem Brietigam closed the public hearing.

Following City Council comments, it was moved by Council Member O'Neill, seconded by Council Member Nguyen that:

Resolution No. 9803-23 entitled: A Resolution of the City Council of the City of Garden Grove adopting the City's Budget for Fiscal Year 2023-24 and Fiscal Year 2024-25, be adopted;

Resolution No. 9804-23 entitled: A Resolution of the City Council of the City of Garden Grove adopting an appropriations limit for Fiscal Year 2023-24 implementing Article XIII B of the State Constitution as amended by Proposition 111 pursuant to Section 7900 et seq. of the Government Code, be adopted;

Resolution No. 9805-23 entitled: A Resolution of the City Council of the City of Garden Grove reappropriating certain Fiscal Year 2022-23 project balances and encumbrances for the Fiscal Year 2023-24, be adopted;

Resolution No. 9806-23 entitled: A Resolution of the City Council of the City of Garden Grove appropriating fund balances as of June 30, 2023, to reserves for future year reappropriations, be adopted;

Resolution No. 9807-23 entitled: A Resolution of the City Council of the City of Garden Grove establishing and amending user fees for various city services; be adopted;

Resolution No. 9808-23 entitled: A Resolution of the City Council of the City of Garden Grove adopting the Garden Grove Housing Authority Budget for Fiscal Year 2023-24 and Fiscal Year 2024-25, be adopted; and

The Overnight Conference and Training List for Fiscal Year 2023-24 and Fiscal Year 2024-25, be approved.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

APPOINTMENTS TO THE PLANNING COMMISSION TO FILL TWO VACANCIES (F: 122.10A)

This matter was continued to the next meeting.

INTRODUCTION AND FIRST READING OF AN ORDINANCE TO ADOPT THE PARAMEDIC TAX OVERRIDE RATE FOR FISCAL YEAR 2023-24 (F: 60.11)

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

Following the introduction, and Council comments, it was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

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, be passed to second reading.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

AWARD A CONTRACT TO RJ NOBLE COMPANY TO PROVIDE MATERIAL, EQUIPMENT, AND LABOR FOR RESIDENTIAL STREETS REHABILITATION 2023, CITY PROJECT NO. CP1362023 (F: 96.PROJ.CP1362023)

Following staff introduction, and City Council comments, it was moved by Council Member O'Neill, seconded by Council Member DoVinh that:

A contract be awarded to RJ Noble, Company, in the amount of $1,213,545 for Residential Streets Rehabilitation Project 2023, for the following street segments: Marchand Avenue from Orangewood Avenue to the end; Portia Circle from Marchand Avenue to the end; Desmond Street from Marchand Avenue to Orangewood Avenue; Shelley Drive from Magnolia Street to Ardis Drive; Faun Lane from Tristan Drive to Shelley Drive; Clover Lane from Tristan Drive to Shelley Drive; Ardis Drive from Tristan Drive to Shelley Drive; Tristan Drive from Magnolia Street to Ardis Drive; Ferris Lane from Ardis Drive to Loraleen Street; Timothy Lane from Magnolia Street to the end; Marylee Drive from Magnolia Street to Timothy Lane; Loraleen Street from Chapman Avenue to the end; Florence Lane from Loraleen Street to the end; Cellini Avenue from Loraleen Street to Gilbert Street; Shannon Avenue from the cul de sac to Gilbert Street; Skylark Boulevard from the cul de sac to Gilbert Street; and four alleyways within the bounds of the project; and that

The City Manager, or her designee, be authorized to execute the contract with RJ Noble Company, and make minor modifications as appropriate thereto, on behalf of the City.

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

Ayes:	(6)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent:	(1)	Jones

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

UPDATE ON THE CIVIC CENTER REVITALIZATION PROJECT AS REQUESTED BY CITY MANAGER KIM (F: 55-PROJECT FINANCE ADVISORY)

City Manager Kim introduced Ms. Caroline Judy consultant with Project Finance Advisory Limited (PFAL) and Mr. Craig Beck, Interim Community & Economic Development Director, who provided introductory comments with Ms. Judy providing a PowerPoint presentation on the update to the Civic Center project.

Ms. Judy noted that Phase 2 of the project is expected to be complete by the end of August and will be entering Phase 3. To date, Phase 1 included community outreach to ascertain the goals and objectives for the overall project. Review of potential locations, with the optimal location within the Civic Center area, were identified. Consideration was given to building mass and height in relation to the area, and input from the community, the City Council, and Public Safety being considered for the design. The CEQA process has started, and an RFQ schedule will be coming soon. There have been eleven well-placed firms that have shown interest in the project. The next phase will be to review the evaluation criteria of the RFQ, as well as finalizing how the project will be funded. Community engagement during this project will be on-going. Staff will be present to gather input from the community at the City's

summer events. Every step of the way, costs will be evaluated through the design and construction process. All eleven firms are committed to an open book process, which is important for getting value for the tax payers. DHARAM Consulting will oversee the cost management throughout the design and build of the project. Currently, documents being developed are the request for proposals, the exclusive negotiating agreement, and the development agreement that are being reviewed by outside counsel as well as the City Attorney. The Performance Specification addresses every aspect of the essential design requirements and communicate the City's expectation of the performance of the public safety building, including the parking structure and adjacent park.

Council Member Nguyen commented that even though it is still early in the process, she would like consideration of the K-9 unit and dog friendly spaces, as well as consideration for the different types of employees and need for providing lactation rooms in the design of the public safety building.

Council Member Klopfenstein expressed the need for lactation rooms be located near the women's locker room that offer a safe and stress-free environment, and that creating a safe space for young children and families is meaningful. She noted the robust schedule for community outreach and informative education on the Civic Center Project to take place during the City's summer events. She commented that the Civic Center Park holds many memories for her and her daughter and is weaved into the fabric of her life as is for many who live in and around the area. With that, to have slogan materials that read "My Best Memories of this Park" really captures what people are feeling and to then take this sentiment into this build and memorialize those feelings of connection is important.

Council Member O'Neill stated he is very satisfied with the progress so far, noting the need to consider longer term concerns such as future growth.

Council Member DoVinh is pleased that the project is on track and that he will be watching to ensure there are no unanticipated cost overruns. He noted he toured the Orange County Supervisor's building with City Manager Kim, and that PFAL was the consultant for that project as well. He expressed how impressed he was with the county project and would like to have that same level of design for Garden Grove. He is a proponent of public spaces for public art that he would like to see incorporated into the build design.

Council Member Tran noted that this project is going to be an iconic structure that will be here for many years. She encouraged residents to attend the City's summer events and to visit the PFAL booth to get more information on the Civic Center Project.

Mayor Pro Tem Brietigam expressed his appreciation for furthering this project along, noting it has been a long time coming. He thanked Ms. Judy for the work and stated he looks forward to the next update.

Interim Community & Economic Development Director, Craig Beck, estimated the next update to be at the end of July or early August with a finalized RFQ. Review of the RFQ and a recommendation for the City Council is estimated for Fall 2023. Following approval by the City Council of an exclusive negotiating agreement, a development agreement and funding plan would be brought to the City Council, which would precipitate the final design decision and commencement of the construction.

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

Council Member Tran noted that as the Library Advisory Board Representative, she attended the second quarter meeting where the Board was asked to approve the budget. However, no details were provided and she was not willing to approve the budget without being fully informed. Other Board members expressed the same concern, and she along with two other members abstained from voting. She shared this information to note the reason for her abstention, and the Library Administrators have said they will provide detailed budget information. She expressed her wish to provide more events at the library for residents, and announced the Grab & Go Free Lunch program for children and teens 18 and under at the Garden Grove Regional and Chapman branch libraries from June 15, 2023, through July 23, 2023. She noted the recent ribbon cutting events she has recently attended including September Café, and commented on her wish to promote businesses with these kinds of events. She encouraged local businesses to reach out to the City and the Chamber of Commerce to learn about available programs. She commented on her proactive approach with legislative leaders who have communicated to her that grant funding for parks is available, and she encouraged staff to look into obtaining grant funds.

Council Member DoVinh expressed his pride in the budget the City Council adopted, noting that the results of implementing the budget will be felt by the residents with improved infrastructure and roads, as well as the tri-city collaborative Navigation Center in which the next two years will be focused efforts assisting the unhoused. He also expressed pride in all of the young people who were recognized at tonight's meeting who he sees as future leaders. He praised the Orange County Multicultural Center's grand opening he attended and its leadership, and he hopes that people will access the services they provide and volunteer to serve. He noted that he attended the grand opening for the September Café on Bolsa, and he congratulated the owners for a very festive event. He noted Little Saigon, founded 35 years ago and shared between the cities of Westminster and Garden Grove, recently celebrated the hanging of the signs identifying Little Saigon that was attended by Council Members Nguyen and Tran and City Manager Kim. He expressed the need for recognizing the Vietnamese community and the need for inclusive celebrations such as the Arirang Festival. He credited the former City Council for working hard towards providing a balanced budget, as well as staff compiling an itemized budget report, noting that when he ran for office his platform was transparency, accountability, and fiscal conservatism, which are all reflected in this budget. He

stated that he would like to give people who are unable to attend meetings to have an opportunity to call in during the public comment period.

Council Member Klopfenstein noted that on Friday night, she attended the 25th anniversary of the Community Foundation, and that she has been a board member for several years and is honored to be the Foundation's Board Vice President. The celebration focused on everything the Foundation has achieved and what they would like to achieve. The Foundation has done so much to enhance the quality of life for the community, and it was great to see so many residents including Council Members Nguyen and Tran attend the concert at the Amphitheater in celebration of the anniversary. The Community Foundation sponsors the summer concerts, with the first concert to be held at Garden Grove Park, on Main Street and Eastgate Park. For times and dates, visit the City's website or the Foundation's website at ggc.com/summerconcertseries.

Council Member Nguyen has received complaints regarding encampments at the freeway overpass between Harbor Boulevard and Fairview Street. She has seen the encampments on CalTrans property, and asked that City staff continue reminding CalTrans to resolve this issue. She has also heard from several residents regarding parking issues on Garden Grove Boulevard at Simon Street, and she asked that this be addressed. She noted that the Navigation Center is in District 6, and that she is pleased that it's underway and will soon be operating. She thanked staff and the Police Department for all of their work on this project. She was also pleased that her council colleagues from Garden Grove, Fountain Valley, and Westminster as well as the City Managers and Orange County Supervisor Andrew Do attended the Navigation Center's ground breaking event. She asked that consideration be given to pay a stipend to the City's commissioners in the future, particularly the Planning Commissioners who meet twice a month and review land use entitlements. As little as $50 per meeting may be a good incentive to get more applicants able to participate. She commented on the necessity for providing public notices, specifically notices pertaining to the Sanitary District Assessments, in multiple languages.

Mayor Pro Tem Brietigam encouraged Garden Grove residents to send emails to their council members letting them know when they or a family member are hitting the milestone birthdays from 80 years and beyond, and that the City will send them a Certificate of Recognition; a recognition program he started four years ago. He noted the very successful ground breaking for the Navigation Center and how pleased he is that this is coming to fruition, which provides a tool to address the homeless compassionately by offering shelter with wraparound services.

Council Member DoVinh commented on the ground breaking for the Brookhurst Plaza Phase 2 and expressed appreciation for the Building and Planning staff on their work moving this project forward. He also commented that he would like to see internal promotions practiced barring a persuasive reason. Lastly, he offered prayers and well wishes for Mayor Jones and his family and hopes to see him back on the dais very soon.

City Manager Kim noted there are still openings for the Workforce Activation and Readiness Program (WARP) workshop, Wednesday, June 28, 2023, from 9:00 a.m. to noon at the Community Meeting Center. WARP is an employment development program for building skills needed to obtain and maintain employment. The Workshop includes presentations from service providers OCAPICA and Stand Up for Kids, and attendees will be entered into a raffle. Register for this event at ggcity.org/warp. She thanked the City Council for their leadership and guidance as work advances on the Navigation Center. Periodic updates will be provided as the project progresses, with an anticipated Spring 2024 Ribbon Cutting event.

City Attorney Sandoval announced that there is no reportable action on the Closed Session matters.

ADJOURNMENT

At 9:32 p.m., Mayor Pro Tem Brietigam adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, June 27, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

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. (*Action Item*)	Date:	7/25/2023

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	7/18/2023	Warrants	05242023.pdf
Warrants	7/18/2023	Warrants	05312023.pdf
Warrants	7/18/2023	Warrants	06012023.pdf
Warrants	7/18/2023	Warrants	06072023.pdf
Warrants	7/18/2023	Warrants	06142023.pdf
Warrants	7/18/2023	Warrants	06212023.pdf

City of Garden Grove
Certificate of Warrants
Register Dates:
5/24/2023

This is to certify the demands covered by Wire numbers 00001605 through 00001626, EFT numbers 00037112 through 00037141, and check numbers 00687064 through 00687170 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check 00687124 was voided.

Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001605	V00789	SO CALIF EDISON CO	05/24/2023	$331.23
00001606	V00789	SO CALIF EDISON CO	05/24/2023	$7,633.15
00001607	V00789	SO CALIF EDISON CO	05/24/2023	$2,578.74
00001608	V00789	SO CALIF EDISON CO	05/24/2023	$188.04
00001609	V00789	SO CALIF EDISON CO	05/24/2023	$3,291.32
00001610	V00819	VERIZON WIRELESS-LA	05/24/2023	$21,068.05
00001611	V00805	TIME WARNER CABLE	05/24/2023	$2,922.43
00001612	V00789	SO CALIF EDISON CO	05/24/2023	$145,150.14
00001613	V00792	SO CALIF GAS CO	05/24/2023	$501.29
00001614	V00792	SO CALIF GAS CO	05/24/2023	$19,930.10
00001615	V02724	DEPARTMENT OF THE TREA	05/24/2023	$319,438.48
00001616	V01375	EMPLOYMENT DEVELOPMENT	05/24/2023	$99,246.77
00001617	V02725	EMPOWER RETIREMENT, LL	05/24/2023	$121,679.04
00001618	V02152	EXPERT PAY CHILD SUPPO	05/24/2023	$2,456.30
00001619	V02091	MARYLAND CHILD SUPPORT	05/24/2023	$343.38
00001620	V02724	DEPARTMENT OF THE TREA	05/24/2023	$323,877.02
00001621	V01375	EMPLOYMENT DEVELOPMENT	05/24/2023	$99,772.58
00001622	V02725	EMPOWER RETIREMENT, LL	05/24/2023	$136,332.31
00001623	V02152	EXPERT PAY CHILD SUPPO	05/24/2023	$2,456.30
00001624	V02091	MARYLAND CHILD SUPPORT	05/24/2023	$343.38
00001625	V02724	DEPARTMENT OF THE TREA	05/24/2023	$789.70
00001626	V01375	EMPLOYMENT DEVELOPMENT	05/24/2023	$139.27
00037112	V00585	ADMINSURE	05/24/2023	$16,939.00
00037113	V02900	ALL CITIES ENGINEERING, INC.	05/24/2023	$10,000.00
00037114	V02837	ALLIED UNIVERSAL SECURITY SERVICES	05/24/2023	$58,214.39
00037115	V00224	CDW-GOVERNMENT, INC	05/24/2023	$102.32
00037116	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	05/24/2023	$2,158.88
00037117	V00718	DANGELO CO (JWD ANGELO CO INC)	05/24/2023	$17,907.43
00037118	V00281	DAVIS FARR, LLP	05/24/2023	$6,205.00
00037119	V00218	GRAINGER	05/24/2023	$268.77
00037120	V03057	GUNNER CONCRETE	05/24/2023	$785.18
00037121	V00283	JIG CONSULTANTS	05/24/2023	$2,590.00
00037122	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	05/24/2023	$597.91

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037123	V01286	JTB SUPPLY CO, INC	05/24/2023	$542.66
00037124	V02945	MITSOGO INC.	05/24/2023	$7,542.37
00037125	V03024	MOMENTIVE INC.	05/24/2023	$8,560.43
00037126	V02883	INC. MOTION & FLOW CONTROL PRODUCTS	05/24/2023	$706.86
00037127	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	05/24/2023	$211,352.99
00037128	V03069	NV5, INC	05/24/2023	$2,812.50
00037129	V02205	OCAPICA	05/24/2023	$12,277.28
00037130	V02824	PATH	05/24/2023	$19,821.82
00037131	V00210	PEST OPTIONS, INC	05/24/2023	$1,905.00
00037132	V00425	PETDATA	05/24/2023	$2,047.60
00037133	V00462	PRO-FORCE MARKETING, INC	05/24/2023	$2,264.91
00037134	V00250	SIMPSON CHEVROLET OF GG	05/24/2023	$101.77
00037135	V03037	SPORTS FACILITIES GROUP, INC	05/24/2023	$3,899.48
00037136	V00261	STRICTLY TECHNOLOGY, LLC	05/24/2023	$144.09
00037137	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	05/24/2023	$28.00
00037138	V03161	USA BLUEBOOK	05/24/2023	$352.51
00037139	V00826	WEST COAST ARBORISTS, INC	05/24/2023	$16,154.15
00037140	V00828	WEST COAST SAND & GRAVEL	05/24/2023	$1,527.98
00037141	V03144	BRAZILIA ALTERATIONS	05/24/2023	$2,800.00
00687064	V00280	ACA COMPLIANCE SERVICES, INC	05/24/2023	$1,174.21
00687065	V00627	AKM CONSULTING ENGINEERS	05/24/2023	$5,360.00
00687066	V00421	ALEXANDER'S CONTRACT SERVICES, INC	05/24/2023	$716.40
00687067	V00514	AMTECH ELEVATOR SERVICES	05/24/2023	$903.42
00687068	V00641	AQUA-METRIC SALES CO	05/24/2023	$53,229.58
00687069	V03021	ARDURRA GROUP, INC.	05/24/2023	$22,805.62
00687070	V00864	ASSOCIATED SOILS ENGINEERING, INC	05/24/2023	$41,855.00
00687071	V00145	AUTONATION FORD TUSTIN	05/24/2023	$2,934.45
00687072	V01152	B L WALLACE DISTRIBUTOR, INC	05/24/2023	$978.61
00687073	OTV002241	ALEX BAUTISTA	05/24/2023	$180.00
00687074	OTV002797	CHASEN BECK	05/24/2023	$149.60
00687075	V00429	BEE REMOVERS	05/24/2023	$435.00
00687076	V00150	BILL'S SOUND & SECURITY	05/24/2023	$120.00
00687077	V02305	BRACKEN'S KITCHEN	05/24/2023	$1,631.25

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687078	V00649	BROWNELLS, INC	05/24/2023	$289.02
00687079	V00655	C WELLS PIPELINE MATERIALS, INC	05/24/2023	$4,221.68
00687080	OTV002796	CAL-STATE ROOFING & PAINTING	05/24/2023	$152.74
00687081	V00176	CALIBER BODYWORKS, INC	05/24/2023	$9,935.67
00687082	V00561	CALIFORNIA BUILDING OFFICIALS	05/24/2023	$70.00
00687083	V00561	CALIFORNIA BUILDING OFFICIALS	05/24/2023	$70.00
00687084	V01518	CALIFORNIA DEPARTMENT OF PUBLIC HEALTH	05/24/2023	$619.00
00687085	V00660	CAMERON WELDING SUPPLY	05/24/2023	$171.40
00687086	V00554	CARL WARREN & CO	05/24/2023	$4,950.00
00687087	V03125	CHAMPION FIRE SYSTEMS, INC	05/24/2023	$225.00
00687088	V00619	CITY OF TUSTIN HUMAN RESOURCES	05/24/2023	$250.00
00687089	V00654	CLEA CALIF LAW ENFORCEMENT ASSOC	05/24/2023	$7,486.50
00687090	V00579	COASTLINE EQUIPMENT	05/24/2023	$372.41
00687091	V00667	CONTINENTAL CONCRETE CUTTING, INC.	05/24/2023	$1,940.00
00687092	H00344	CORTESIA AT RANCHO SANTA MARGARITA	05/24/2023	$2,596.00
00687093	OTV001875	COTTAGE INDUSTRIES, LLC	05/24/2023	$3,506.10
00687094	V00214	CREATE A PARTY, INC	05/24/2023	$1,327.32
00687095	V03189	RUBEN CUELLAR	05/24/2023	$350.00
00687096	V00537	DANIELS TIRE SERVICE	05/24/2023	$1,118.73
00687097	V00676	DUNN-EDWARDS CORPORATION	05/24/2023	$70.65
00687098	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	05/24/2023	$16,914.37
00687099	V00191	ENVIROCHECK	05/24/2023	$905.00
00687100	V00233	FACTORY MOTOR PARTS CO BIN 139107	05/24/2023	$4,338.96
00687101	V00412	FEDERAL EXPRESS CORP	05/24/2023	$71.13
00687102	V00829	FERGUSON ENTERPRISES, INC 1350	05/24/2023	$1,029.85
00687103	V00229	FIS ACCOUNTING DEPT	05/24/2023	$63,729.81
00687104	OTV002798	FLASH ROOFING	05/24/2023	$271.67
00687105	V00143	FRYE SIGN CO	05/24/2023	$995.00
00687106	V00054	GALLS LLC	05/24/2023	$11,083.49
00687107	V00097	GOLDENWEST LAWNMOWERS & SCOOTERS	05/24/2023	$1,221.87
00687108	V00702	GRAFFITI PROTECTIVE COATINGS, INC	05/24/2023	$26,132.00
00687109	OTV002799	HARNESS BUILDING SOLUTIONS, INC.	05/24/2023	$149.60
00687110	OTV002799	HARNESS BUILDING SOLUTIONS, INC.	05/24/2023	$144.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687111	V00503	HF&H CONSULTANTS, LLC	05/24/2023	$6,955.75
00687112	V02308	HIRSCH PIPE & SUPPLY CO. INC	05/24/2023	$2,385.03
00687113	V00034	HOME DEPOT CREDIT SERVICES	05/24/2023	$12,080.91
00687114	V00471	INTEGRA CHEMICAL COMPANY	05/24/2023	$2,112.35
00687115	V00531	IRV SEAVER MOTORCYCLES	05/24/2023	$2,276.14
00687116	V00719	JAY'S CATERING	05/24/2023	$402.36
00687117	V00683	JOHN B EWLES, INC	05/24/2023	$26,640.00
00687118	V01112	JOINTS	05/24/2023	$353.71
00687119	OTV002594	SHINNY KOOK	05/24/2023	$216.00
00687120	V00728	LAWSON PRODUCTS, INC	05/24/2023	$147.36
00687121	OTV002803	RICHARD LE	05/24/2023	$12.00
00687122	OTV002803	RICHARD LE	05/24/2023	$2,606.82
00687123	OTV002803	RICHARD LE	05/24/2023	$6,712.49
00687125	V02696	MANERI SIGN CO INC	05/24/2023	$1,345.95
00687126	V00388	MARIA LUISA M MENDOZA	05/24/2023	$558.32
00687127	V00270	MONTROSE ENVIRONMENTAL SOLUTIONS	05/24/2023	$9,578.12
00687128	V00217	MOTOROLA SOLUTIONS, INC	05/24/2023	$8,882.70
00687129	V00055	NATIONAL BUSINESS FURNITURE	05/24/2023	$541.41
00687130	V00557	NATIONAL CONSTRUCTION RENTALS	05/24/2023	$216.78
00687131	OTV002013	TAM NGUYEN	05/24/2023	$405.00
00687132	V00209	WHJ OCN,IND	05/24/2023	$995.00
00687133	V00371	OFFICE DEPOT, INC	05/24/2023	$1,369.27
00687134	V00530	ORANGE COUNTY APPLIANCE PARTS	05/24/2023	$10.20
00687135	V00559	ORANGE COUNTY EMERGENCY PET CLINIC	05/24/2023	$3,699.50
00687136	V00560	ORANGE COUNTY FIRE PROTECTION	05/24/2023	$77.50
00687137	V01530	ORANGE COUNTY SANITATION DIST, INC	05/24/2023	$39,941.94
00687138	V01586	PACIFIC TRUCK EQUIPMENT INC	05/24/2023	$8,178.56
00687139	V01167	PDAOC	05/24/2023	$125.00
00687140	OTV002802	PENGUIN HOME SOLUTIONS	05/24/2023	$149.60
00687141	OTV002802	PENGUIN HOME SOLUTIONS	05/24/2023	$149.60
00687142	OTV002801	KELLY PHAM	05/24/2023	$116.00
00687143	V01316	QUINN COMPANY	05/24/2023	$936.56
00687144	V03133	RICOH USA, INC.	05/24/2023	$8,174.83
00687145	V00360	CRAIG ROWE	05/24/2023	$400.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687146	V00155	RPW SERVICES, INC	05/24/2023	$5,030.00
00687147	V00652	RUSSELL SIGLER, INC	05/24/2023	$723.48
00687148	V02896	SANTA ANA BLUE PRINT/SABP	05/24/2023	$138.33
00687149	OTV002800	JENNY SOKANTHONG	05/24/2023	$135.15
00687150	V00788	SOUTH COAST AQMD	05/24/2023	$153.23
00687151	V00367	SOUTHERN COMPUTER WAREHOUSE	05/24/2023	$2,552.66
00687152	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	05/24/2023	$2,922.37
00687153	V00867	SOUTHWEST SUN SOLAR, INC	05/24/2023	$149.60
00687154	V03182	SPARE HANDS	05/24/2023	$1,515.00
00687155	V00795	SPARKLETTS	05/24/2023	$298.00
00687156	V01592	SPICERS PAPER, INC.	05/24/2023	$3,736.16
00687157	V01119	STANDARD INSURANCE CO RAS EXECUTIVE BENEFITS	05/24/2023	$1,164.23
00687158	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	05/24/2023	$24,702.18
00687159	V02206	STANDUP FOR KIDS, INC.	05/24/2023	$21,741.49
00687160	V00570	STRADLING, YOCCA,CARLSON & RAUTH	05/24/2023	$1,282.50
00687161	V00799	SUN BADGE COMPANY	05/24/2023	$552.94
00687162	V01389	THE HOME DEPOT PRO	05/24/2023	$240.38
00687163	V00528	THE ORANGE COUNTY HUMANE SOCIETY	05/24/2023	$51,666.66
00687164	V00804	THOMSON REUTERS- WEST	05/24/2023	$2,302.96
00687165	V00812	UNIFIRST CORP	05/24/2023	$2,266.51
00687166	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	05/24/2023	$536.98
00687167	V00823	WATERLINE TECHNOLOGIES, INC	05/24/2023	$640.00
00687168	V01044	WESTERN WATER WORKS	05/24/2023	$4,556.64
00687169	V00582	WOODRUFF & SMART, A PROFESSIONAL CORP	05/24/2023	$908.70
00687170	V01208	YO-FIRE SUPPLIES	05/24/2023	$693.77

EFT:	**30**	**$410,611.28**
Check:	**128**	**$1,889,013.81**
Total:	**158**	**$2,299,625.09**

City of Garden Grove
Certificate of Warrants
Register Dates:
05/31/2023

This is to certify the demands covered by Wire numbers 00001627 through 00001648, EFT numbers 00037142 through 00037164, and check numbers 00687171 through 00687252 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Warrants 687188, 687200, and 687209 have been voided.

Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001627	V02088	VISION SERVICE PLAN -	05/31/2023	$7,606.00
00001628	V01596	PUBLIC EMPLOYEES' RETI	05/31/2023	$516,988.22
00001629	V01596	PUBLIC EMPLOYEES' RETI	05/31/2023	$696,173.90
00001630	V01545	CITY OF GARDEN GROVE-L	05/31/2023	$80,000.00
00001631	V01579	ORANGE COUNTY FIRE AUT	05/31/2023	$2,089,076.94
00001632	V00691	CITY OF GARDEN GROVE-W	05/31/2023	$354,605.38
00001633	V02780	THE PITNEY BOWES BANK	05/31/2023	$20,000.00
00001634	V01375	EMPLOYMENT DEVELOPMENT	05/31/2023	$438.00
00001635	V00541	MUNICIPAL WATER DISTRI	05/31/2023	$60,930.36
00001636	V01478	ANAHEIM ORANGE COUNTY	05/31/2023	$129,830.19
00001637	V01478	ANAHEIM ORANGE COUNTY	05/31/2023	$193,381.97
00001638	V01539	DELTA DENTAL OF CALIFO	05/31/2023	$2,741.22
00001639	V01539	DELTA DENTAL OF CALIFO	05/31/2023	$16,049.36
00001640	V02087	DELTA CARE USA	05/31/2023	$5,508.41
00001641	V02087	DELTA CARE USA	05/31/2023	$4,962.45
00001642	V00732	THE LINCOLN NATIONAL L	05/31/2023	$8,319.32
00001643	V00732	THE LINCOLN NATIONAL L	05/31/2023	$8,896.44
00001644	V00732	THE LINCOLN NATIONAL L	05/31/2023	$11,295.12
00001645	V00637	CITY OF ANAHEIM	05/31/2023	$89.45
00001646	V00792	SO CALIF GAS CO	05/31/2023	$7,230.00
00001647	V00792	SO CALIF GAS CO	05/31/2023	$15.29
00001648	PC000575	US BANK PCARD AUTO PAYMENT	05/31/2023	$64,223.08
00037142	V03148	AAA ELECTRIC MOTOR SALES & SERVICE, INC.	05/31/2023	$1,406.56
00037143	V03070	AIX CIVIL DESIGN INC.	05/31/2023	$1,336.00
00037144	V02708	CHC: CREATING HEALTHIER COMMUNITIES	05/31/2023	$45.00
00037145	V00674	DEKRA-LITE INDUSTRIES, INC	05/31/2023	$368.10
00037146	V00259	DTNTECH MARKETING	05/31/2023	$130.50
00037147	OTV000879	GARDEN GROVE POLICE ASSOCIATION	05/31/2023	$17,595.83
00037148	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	05/31/2023	$3,590.00
00037149	V00218	GRAINGER	05/31/2023	$9,309.74
00037150	V01286	JTB SUPPLY CO, INC	05/31/2023	$20,129.63
00037151	V03069	NV5, INC	05/31/2023	$2,500.00
00037152	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	05/31/2023	$3,353.97

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037153	V01319	PLAYPOWER LT FARMINGTON, INC	05/31/2023	$341.46
00037154	V00250	SIMPSON CHEVROLET OF GG	05/31/2023	$127.57
00037155	V00255	STATEWIDE SAFETY SYSTEMS	05/31/2023	$7,329.10
00037156	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	05/31/2023	$2,226.00
00037157	V02539	THE SOLIS GROUP	05/31/2023	$1,963.00
00037158	V00035	VERITIV OPERATING COMPANY	05/31/2023	$5,159.10
00037159	V02869	VOVINAM VIET VO DAO FEDERATION OF WESTERN US	05/31/2023	$103.00
00037160	V00826	WEST COAST ARBORISTS, INC	05/31/2023	$17,569.25
00037161	V00257	WEST GROVE VOLLEYBALL, LLC	05/31/2023	$2,486.66
00037162	V01474	WEX BANK	05/31/2023	$1,770.13
00037163	V03193	LEYNA NGUYEN	05/31/2023	$25,000.00
00037164	V02089	SHANNON WAINWRIGHT	05/31/2023	$553.85
00687171	V01500	ACTION DOOR REPAIR CORP	05/31/2023	$4,561.81
00687172	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	05/31/2023	$431.16
00687173	V00635	ALL CITY MANAGEMENT SERVICES, INC	05/31/2023	$13,422.00
00687174	V00647	ANTHONY BIRMINGHAM WINDOW CLEANING	05/31/2023	$1,456.00
00687175	V02328	APPLEONE EMPLOYMENT SERVICES	05/31/2023	$14,137.20
00687176	V02688	AT&T MOBILITY NATIONAL ACCOUNTS, LLC	05/31/2023	$175.00
00687177	V00145	AUTONATION FORD TUSTIN	05/31/2023	$1,466.91
00687178	V01188	BANNER BANK	05/31/2023	$58,982.99
00687179	V01169	CACEO	05/31/2023	$54.00
00687180	V01169	CACEO	05/31/2023	$40.00
00687181	V00176	CALIBER BODYWORKS, INC	05/31/2023	$2,736.20
00687182	V00660	CAMERON WELDING SUPPLY	05/31/2023	$7,190.64
00687183	V00154	CERTIFIED TRANSPORTATION SERVICES, INC	05/31/2023	$789.81
00687184	OTV002810	MARTHA CHURCH	05/31/2023	$1,090.00
00687185	V00667	CONTINENTAL CONCRETE CUTTING, INC.	05/31/2023	$1,492.00
00687186	V00011	CORE AND MAIN, LP	05/31/2023	$4,730.63
00687187	V00620	COUNTY OF ORANGE	05/31/2023	$1,067.55
00687189	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	05/31/2023	$18,207.00
00687190	V00476	CSG CONSULTANTS, INC	05/31/2023	$20,385.00
00687191	V02819	D.S. CUSTOM LINENS, INC.	05/31/2023	$640.91
00687192	V00481	DATA TICKET, INC	05/31/2023	$859.06
00687193	V02871	DBS ADMINISTRATORS, INC.	05/31/2023	$7,038.61

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687194	OTV002808	HUY DINH	05/31/2023	$1,000.00
00687195	V00336	EXCLUSIVE AUTO DETAIL	05/31/2023	$462.00
00687196	V00233	FACTORY MOTOR PARTS CO BIN 139107	05/31/2023	$693.47
00687197	V01196	FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY	05/31/2023	$2,838.38
00687198	V00392	FIVE STAR TAEKWONDO	05/31/2023	$435.20
00687199	V02257	FRANCHISE TAX BOARD	05/31/2023	$416.61
00687201	V01224	GGTPC	05/31/2023	$300,000.00
00687202	V00707	HACH COMPANY, INC	05/31/2023	$86.52
00687203	OTV002807	ALAN HONG	05/31/2023	$8,700.00
00687204	OTV002814	HOUSE FOODS HOLDING USA INC	05/31/2023	$1,000.00
00687205	V00182	INFOSEND, INC	05/31/2023	$11,338.52
00687206	V00721	KELLY PAPER	05/31/2023	$543.21
00687207	V00158	KIDSGUIDE	05/31/2023	$695.00
00687208	V00725	KNORR SYSTEMS, INC	05/31/2023	$838.77
00687210	OTV002805	CALVIN LE	05/31/2023	$3,870.00
00687211	OTV002803	RICHARD LE	05/31/2023	$3,170.00
00687212	V01563	LIFE-ASSIST, INC	05/31/2023	$948.74
00687213	V01409	LOYALTY PRODUCTS, INC	05/31/2023	$299.06
00687214	OTV002815	TRANH LY	05/31/2023	$1,000.00
00687215	V01411	MAGNUM OIL SPREADING, INC	05/31/2023	$1,041.39
00687216	V01570	MEEDER PUBLIC FUNDS, INC	05/31/2023	$6,000.00
00687217	V00365	MOMAR INC	05/31/2023	$570.78
00687218	V01604	MULTIRIVER STUDIOS, LLC WESTMINSTER ARTS ACADEMY	05/31/2023	$646.72
00687219	V00557	NATIONAL CONSTRUCTION RENTALS	05/31/2023	$277.00
00687220	V00168	NEWHOPE BUSINESS PARK	05/31/2023	$25,494.00
00687221	OTV002817	HUNG THE NGUYEN	05/31/2023	$782.70
00687222	OTV002816	TIMMY NGUYEN	05/31/2023	$1,000.00
00687223	OTV002811	TRANG NGUYEN	05/31/2023	$1,000.00
00687224	V00209	WHJ OCN,IND	05/31/2023	$895.00
00687225	OTV002813	OPTOMED DESIGN & CONSTRUCTION	05/31/2023	$1,000.00
00687226	V00559	ORANGE COUNTY EMERGENCY PET CLINIC	05/31/2023	$4,000.00
00687227	V01424	PACIFIC COAST ENTERTAINMENT	05/31/2023	$1,849.12
00687228	V00755	PACIFIC PLUMBING SPECIALTIES	05/31/2023	$1,234.17

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687229	V00756	PARKHOUSE TIRE, INC	05/31/2023	$2,679.27
00687230	V00761	PETTY CASH - MUN SRVC CTR	05/31/2023	$755.96
00687231	V01588	PHAN, DIEM P	05/31/2023	$484.68
00687232	V00744	R J NOBLE COMPANY	05/31/2023	$1,120,676.60
00687233	V03133	RICOH USA, INC.	05/31/2023	$8,174.83
00687234	V03127	LAURA ANN ROGERS	05/31/2023	$172.68
00687235	V00779	S C YAMAMOTO, INC	05/31/2023	$295.00
00687236	V00160	SOUTHERN COUNTIES OIL COMPANY	05/31/2023	$48,853.43
00687237	V00213	STATE INDUSTRIAL PRODUCTS	05/31/2023	$2,216.02
00687238	V01616	STERICYCLE, INC	05/31/2023	$441.40
00687239	V00570	STRADLING, YOCCA,CARLSON & RAUTH	05/31/2023	$75,827.50
00687240	V00799	SUN BADGE COMPANY	05/31/2023	$1,952.19
00687241	V00364	SUNBELT RENTALS	05/31/2023	$399.64
00687242	OTV002812	GEORGE SYRENGELAS	05/31/2023	$1,000.00
00687243	V01389	THE HOME DEPOT PRO	05/31/2023	$445.01
00687244	V00439	THE RINKS- ANAHEIM ICE	05/31/2023	$102.06
00687245	V00344	TIM HOGAN GRAPHICS	05/31/2023	$293.63
00687246	V00080	TIN LOCKSMITH, INC	05/31/2023	$235.00
00687247	V00812	UNIFIRST CORP	05/31/2023	$972.26
00687248	V00815	UNITED RENTALS NORTHWEST, INC	05/31/2023	$297.15
00687249	V00815	UNITED RENTALS NORTHWEST, INC	05/31/2023	$4,095.52
00687250	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	05/31/2023	$3,166.30
00687251	V00582	WOODRUFF & SMART, A PROFESSIONAL CORP	05/31/2023	$34,741.60
00687252	V02962	YUNEX LLC	05/31/2023	$5,253.52

EFT:	**23**	**$124,394.45**
Check:	**101**	**$6,136,973.19**
Total:	**124**	**$6,261,367.64**

City of Garden Grove
Certificate of Warrants
Register Dates:
6/1/2023

This is to certify the demands covered by EFT numbers 00037165 through 00038213, and check numbers 00687253 through 00687453 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037165	H00252	12111 BAILEY STREET LLC	06/01/2023	$1,271.00
00037166	H0951	12392 TO 12432 GROVEVIEW	06/01/2023	$765.00
00037167	H00286	12909 CORDARY LLC	06/01/2023	$7,826.00
00037168	H3409	12911 GALWAY ST, LLC	06/01/2023	$3,372.00
00037169	H3297	13251 NEWLAND, LLC	06/01/2023	$13,881.00
00037170	H00364	1512 W MISSION BLVD LLC	06/01/2023	$1,809.00
00037171	H4567	15915 LA FORGE ST WHITTIER, LLC	06/01/2023	$692.00
00037172	H3906	19822 BROOKHURST, LLC	06/01/2023	$2,835.00
00037173	H00260	2175 S MULLUL DRIVE LLC	06/01/2023	$3,172.00
00037174	H2617	2300 W EL SEGUNDO, LP DBA LOTUS GARDENS	06/01/2023	$8,385.00
00037175	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	06/01/2023	$3,595.00
00037176	H00463	2TD MANAGEMENT LLC	06/01/2023	$8,031.00
00037177	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	06/01/2023	$8,861.00
00037178	H2483	7632 21ST ST, LP	06/01/2023	$7,908.00
00037179	H4654	8572 STANFORD, LLC	06/01/2023	$2,450.00
00037180	H1044	ABCO CROWN VILLA,LTD	06/01/2023	$2,178.00
00037181	H9002	ACACIAN APTS	06/01/2023	$43,464.00
00037182	H00121	ADRIAN REALTY LLC	06/01/2023	$3,020.00
00037183	H4389	ADRIATIC APTS	06/01/2023	$1,031.00
00037184	H3401	AEGEAN APARTMENTS	06/01/2023	$7,977.00
00037185	H4741	PARVIZ ALAI	06/01/2023	$4,292.00
00037186	H00033	ALEXANY NGUYEN PROPERTIES, LLC	06/01/2023	$1,508.00
00037187	H3512	ALFRED P VU & JULIE NGA HO, LLC	06/01/2023	$1,856.00
00037188	H1684	REHANA ALIBULLA	06/01/2023	$2,167.00
00037189	H4121	ALLARD APARTMENT, LLC	06/01/2023	$8,528.00
00037190	H3645	LYNN KATHLEEN ALLEN	06/01/2023	$119.00
00037191	H2454	ALTEZA,INC	06/01/2023	$1,299.00
00037192	H4668	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	06/01/2023	$1,301.00
00037193	H2489	AMERICAN FAMILY HOUSING	06/01/2023	$9,783.00
00037194	H00093	SALMAN M AMIR	06/01/2023	$2,507.00
00037195	H2938	ANAHEIM SUNSET PLAZA APTS	06/01/2023	$7,806.00
00037196	H00336	ANIME INVESTMENTS LLC	06/01/2023	$1,615.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037197	H4371	CHUNG NAN AOU	06/01/2023	$1,140.00
00037198	H00181	AP TRUST DATED 01/20/21	06/01/2023	$1,965.00
00037199	H4254	ARBOR VILLAS, LLC	06/01/2023	$3,116.00
00037200	H00328	ARC EQUITIES LLC	06/01/2023	$1,700.00
00037201	H00048	JESSIE WONG ARIAS	06/01/2023	$1,986.00
00037202	H4027	TIMOTEO ARJON	06/01/2023	$1,478.00
00037203	H3930	EIDA A ATTIA	06/01/2023	$2,262.00
00037204	H4272	PAUL AUDUONG	06/01/2023	$1,900.00
00037205	H4532	AUGUSTA GROUP INVESTMENTS INC	06/01/2023	$1,274.00
00037206	H00180	AVANATH FESTIVAL LP	06/01/2023	$2,150.00
00037207	H00084	AVANATH GROVE LP	06/01/2023	$46,030.00
00037208	H2062	AYNEM INVESTMENTS, LP	06/01/2023	$14,909.00
00037209	H00393	B&Y INDUSTRIES LLC	06/01/2023	$1,130.00
00037210	H00210	B2B INVESTMENTS LLC	06/01/2023	$1,763.00
00037211	H4505	BACH & JASON NGUYEN INVESTMENT LLC	06/01/2023	$1,538.00
00037212	H4295	BAKER RANCH AFFORDABLE, LP	06/01/2023	$2,678.00
00037213	H4403	HA BANH	06/01/2023	$3,498.00
00037214	H00406	MINDY K BANH	06/01/2023	$1,054.00
00037215	H2370	BARRY SAYWITZ PROP TWO, LP	06/01/2023	$6,098.00
00037216	H4777	BDA INVESTMENTS, LLC	06/01/2023	$1,328.00
00037217	H00092	BEACH BOULEVARD COTTAGES LLC	06/01/2023	$994.00
00037218	H4797	BEACH CREEK PARTNERS II, LP	06/01/2023	$1,576.00
00037219	H4735	BEACHWOOD VILLAGE APARTMENTS	06/01/2023	$1,645.00
00037220	H4368	BEHRENS PROPERTIES, LLC	06/01/2023	$1,118.00
00037221	H3168	BELAGE PRESERVATION, LP	06/01/2023	$1,217.00
00037222	H00115	BELLECOUR APARTMENTS	06/01/2023	$939.00
00037223	H4463	BERTINA PANG LOH CHANG	06/01/2023	$166.00
00037224	H3365	JAIME OR MAGALI BERTRAN	06/01/2023	$1,470.00
00037225	H00064	BEXAEW THE HAVENS LP	06/01/2023	$3,277.00
00037226	H3115	ANIL BHALANI	06/01/2023	$1,376.00
00037227	H0645	N C BHATT	06/01/2023	$5,090.00
00037228	H00310	BHN MANAGEMENT INC	06/01/2023	$3,999.00
00037229	H00347	WILLIAM RICHARDO BONNER	06/01/2023	$1,060.00
00037230	H00167	DAVID BORTHWICK	06/01/2023	$1,658.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037231	H4331	BOWEN PROPERTY, LLC	06/01/2023	$1,574.00
00037232	H0231	MAI BOZARJIAN	06/01/2023	$20,785.00
00037233	H4085	MAI BOZARJIAN	06/01/2023	$5,805.00
00037234	H4399	BRIAR CREST / ROSE CREST	06/01/2023	$3,340.00
00037235	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	06/01/2023	$2,261.00
00037236	H0968	SHARON OR NORMAN BROWN	06/01/2023	$2,694.00
00037237	H4088	BACH BUI	06/01/2023	$1,223.00
00037238	H4656	DANIEL D BUI	06/01/2023	$1,970.00
00037239	H3590	DUNG BUI	06/01/2023	$933.00
00037240	H4664	LONG BUI	06/01/2023	$1,178.00
00037241	H3322	MONICA BUI	06/01/2023	$2,649.00
00037242	H1510	NGA HUYNH BUI	06/01/2023	$1,294.00
00037243	H4779	TAM BUI	06/01/2023	$1,281.00
00037244	H4108	THUAN BUI	06/01/2023	$4,707.00
00037245	H4075	TRIET THO-MINH BUI	06/01/2023	$2,236.00
00037246	H3524	DAVID M BURLEY	06/01/2023	$1,730.00
00037247	H2916	THU T CAI-NGUYEN	06/01/2023	$694.00
00037248	H3272	CAMBRIDGE HEIGHTS, LP	06/01/2023	$1,547.00
00037249	H00391	LARRY THANH CAN	06/01/2023	$1,988.00
00037250	H2159	HUONG B CAO	06/01/2023	$936.00
00037251	H4457	MYTRANG CAO	06/01/2023	$2,050.00
00037252	H2856	PHUOC GIA CAO	06/01/2023	$4,293.00
00037253	H00139	CASA CIENTO ASSOCIATES LP C/O ARNEL MANAGEMENT CO	06/01/2023	$1,705.00
00037254	H4524	CASA MADRID	06/01/2023	$1,289.00
00037255	H00380	CASA PALOMA	06/01/2023	$5,506.00
00037256	H4073	CASCADE TERRACE APARTMENTS	06/01/2023	$5,862.00
00037257	H4689	DAVID G CASCINO	06/01/2023	$2,214.00
00037258	H3904	KOU LEAN CHAN	06/01/2023	$1,214.00
00037259	H4135	CHIEN CHAN,MIN OR TRAN	06/01/2023	$5,183.00
00037260	H1229	EVELYN CHANG	06/01/2023	$3,178.00
00037261	H9008	SHERRI CHANG	06/01/2023	$1,688.00
00037262	H1368	CHARLESTON GARDENS, LLC	06/01/2023	$1,298.00
00037263	H1239	CHATHAM VILLAGE APTS	06/01/2023	$7,566.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037264	H3494	ALICE CHAU	06/01/2023	$1,539.00
00037265	H3757	DENNIS KYINSAN CHEN	06/01/2023	$5,363.00
00037266	H1362	SHIAO-YUNG CHEN	06/01/2023	$7,921.00
00037267	H9010	T C CHEN	06/01/2023	$23,278.00
00037268	H3490	CHERRY WEST PROPERTIES	06/01/2023	$1,908.00
00037269	H1788	STEPHEN CHEUNG	06/01/2023	$1,805.00
00037270	H3094	PAUL M CHEY	06/01/2023	$2,767.00
00037271	H4707	NARITH CHHUM	06/01/2023	$2,037.00
00037272	H0317	LI-YONG CHIANG	06/01/2023	$1,326.00
00037273	H0159	DON J G CHONG	06/01/2023	$5,997.00
00037274	H00396	VICKY CHU	06/01/2023	$3,268.00
00037275	H1946	JOHN CHUN	06/01/2023	$1,291.00
00037276	H9011	KYU B CHUNG	06/01/2023	$4,230.00
00037277	H00438	CINDY ANDY LUU PROPERTY MANAGEMENT	06/01/2023	$2,337.00
00037278	H4444	CITRUS GROVE, LP	06/01/2023	$1,068.00
00037279	H00277	CITY OF COMPTON LOCAL HOUSING AUTHORITY	06/01/2023	$1,435.12
00037280	H00129	CLEARWATER INVESTMENTS	06/01/2023	$7,160.00
00037281	H3246	KATHLEEN P CLIFTON	06/01/2023	$1,440.00
00037282	H4785	CM 2080 NEW, LLC	06/01/2023	$1,316.00
00037283	H0776	PONCH CO	06/01/2023	$1,266.00
00037284	H3137	KATHY D COLACION	06/01/2023	$1,677.00
00037285	H4337	COMMUNITY GARDENS PARTNERS, LP	06/01/2023	$6,536.00
00037286	H3359	NORMA S CONCEPCION	06/01/2023	$1,393.00
00037287	H2193	CONCORD MGMT, LLC	06/01/2023	$909.00
00037288	H00374	KIMCHI CONGTON	06/01/2023	$1,541.00
00037289	H3752	CONNOR PINES, LLC	06/01/2023	$18,312.00
00037290	H0642	CONTINENTAL GARDENS APTS	06/01/2023	$12,931.00
00037291	H1134	CONTINENTAL GARDENS APTS	06/01/2023	$3,714.00
00037292	H00080	COUNTRY SQUIRE TUSTIN LLC	06/01/2023	$1,246.00
00037293	H0039	COURTYARD VILLAS	06/01/2023	$7,587.00
00037294	H00294	LUIS CRESCITELLI	06/01/2023	$763.00
00037295	H4556	CST CAPITAL, LLC	06/01/2023	$1,548.00
00037296	H4686	CTC INVESTMENT GROUP, INC	06/01/2023	$1,883.00
00037297	H0017	KHANH CUNG	06/01/2023	$2,706.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037298	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	06/01/2023	$1,801.00
00037299	H2985	NGHIA HO OR PHAN VE TU DAC	06/01/2023	$6,067.00
00037300	H4646	HUONG NGOC DAI	06/01/2023	$1,223.00
00037301	H00082	DAISY APARTMENT HOMES LLC	06/01/2023	$1,783.00
00037302	H2100	BINH DINH DAM	06/01/2023	$1,645.00
00037303	H3947	ANNIE DANG	06/01/2023	$1,771.00
00037304	H00327	DIEM LAY DANG	06/01/2023	$530.00
00037305	H00382	HOANG ANH VU DANG	06/01/2023	$1,591.00
00037306	H00300	LONG BILLY DANG	06/01/2023	$2,744.00
00037307	H4561	MIKE M DANG	06/01/2023	$2,349.00
00037308	H3065	DAVID DANG	06/01/2023	$1,502.00
00037309	H0168	STACY HOA TUOI DANG	06/01/2023	$1,540.00
00037310	H4598	THANH-THUY THI DANG	06/01/2023	$1,151.00
00037311	H1895	JOSEPH N DAO	06/01/2023	$1,506.00
00037312	H00157	MAI DAO	06/01/2023	$2,775.00
00037313	H00050	MICHELLE DAO	06/01/2023	$1,900.00
00037314	H1245	NELSON NGUYEN DAO	06/01/2023	$4,328.00
00037315	H1750	TRU DAO	06/01/2023	$5,394.00
00037316	H2184	TU VAN DAO	06/01/2023	$952.00
00037317	H9413	TU VAN DAO	06/01/2023	$2,468.00
00037318	H3021	NGOC-THUY DAO	06/01/2023	$1,654.00
00037319	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	06/01/2023	$2,454.00
00037320	H4239	RICHARD DAVIS	06/01/2023	$3,063.00
00037321	H4607	DE ANZA PLAZA APTS II	06/01/2023	$1,936.00
00037322	H4071	DEERING II FAMILY, LP	06/01/2023	$1,207.00
00037323	H3626	CLARA J DEWYER	06/01/2023	$893.00
00037324	H4583	HOI TUAN DIEP	06/01/2023	$1,565.00
00037325	H00067	BIEN T DINH	06/01/2023	$2,422.00
00037326	H2147	HANH DINH	06/01/2023	$1,983.00
00037327	H4223	KATHLEEN DINH	06/01/2023	$1,938.00
00037328	H1479	KIM DINH	06/01/2023	$3,795.00
00037329	H4373	LAN THAI DINH	06/01/2023	$3,713.00
00037330	H3629	LONG T DINH	06/01/2023	$3,564.00
00037331	H4372	NHU Y DINH	06/01/2023	$1,540.00

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00037332	H4594	TUAN DINH	06/01/2023	$2,591.00
00037333	H4619	Y NHA DINH	06/01/2023	$3,751.00
00037334	H3284	DNK PROPERTY, LLC	06/01/2023	$16,776.00
00037335	H4498	BRANDON BINH DO	06/01/2023	$2,967.00
00037336	H4717	BYRON DO	06/01/2023	$2,514.00
00037337	H00446	CHINH DO	06/01/2023	$1,683.00
00037338	H4718	DAITRANG DO	06/01/2023	$2,581.00
00037339	H4418	DOMINIC HAU DO	06/01/2023	$1,268.00
00037340	H00131	KEVIN HUNG DO	06/01/2023	$1,882.00
00037341	H00426	KIM DO	06/01/2023	$1,286.00
00037342	H00449	KIM TOAN T DO	06/01/2023	$952.00
00037343	H1867	MINH C DO	06/01/2023	$4,537.00
00037344	H4450	MY-PHUONG DO	06/01/2023	$1,604.00
00037345	H1674	NANCY DO	06/01/2023	$1,353.00
00037346	H4802	NGA N DO	06/01/2023	$2,521.00
00037347	H00186	NOAN THI DO	06/01/2023	$1,829.00
00037348	H00354	RUTHERFORD DO	06/01/2023	$3,015.00
00037349	H3593	THUY THI DO	06/01/2023	$340.00
00037350	H3181	TIM DO	06/01/2023	$1,187.00
00037351	H3671	TINA DO	06/01/2023	$1,506.00
00037352	H9016	TINA DO	06/01/2023	$4,091.00
00037353	H3732	XUYEN THI DO	06/01/2023	$1,222.00
00037354	H00137	CRYSTAL DOAN	06/01/2023	$1,346.00
00037355	H00326	HANH DAO DOAN	06/01/2023	$1,732.00
00037356	H0580	HARRY DOAN	06/01/2023	$18.00
00037357	H4639	HIEP THI DOAN	06/01/2023	$2,855.00
00037358	H4808	HUEY G DOAN	06/01/2023	$3,770.00
00037359	H3999	HUY DOAN	06/01/2023	$1,322.00
00037360	H4289	HUY DOAN	06/01/2023	$1,234.00
00037361	H00417	KHA DUY DOAN	06/01/2023	$2,960.00
00037362	H4420	KYLAM DOAN	06/01/2023	$1,877.00
00037363	H3980	NHA & JOANNE TRANG VU DOAN	06/01/2023	$1,818.00
00037364	H3855	PHUONGNGA THI DOAN	06/01/2023	$2,177.00
00037365	H2424	JERRY DOIDGE	06/01/2023	$1,376.00

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00037366	H3382	DOLCE VITA INVESTMENTS, LLC	06/01/2023	$5,575.00
00037367	H1744	MINH TRANG DONG	06/01/2023	$1,094.00
00037368	H2945	DORADO SENIOR APARTMENTS, LP	06/01/2023	$1,417.00
00037369	H3228	DSN INVESTMENT GROUP, LLC	06/01/2023	$7,749.00
00037370	H3510	DTP INVESTMENTS, LLC	06/01/2023	$1,548.00
00037371	H1385	DAVID C DUNN	06/01/2023	$2,246.00
00037372	H9021	DAVID F DUNNETT	06/01/2023	$1,343.00
00037373	H3866	HONG MANH DUONG	06/01/2023	$1,701.00
00037374	H00287	KAREN DUONG	06/01/2023	$1,413.00
00037375	H1885	MINH B DUONG	06/01/2023	$5,771.00
00037376	H3688	THAI VAN DUONG	06/01/2023	$1,546.00
00037377	H3087	CHI THI DUONG	06/01/2023	$2,322.00
00037378	H2869	HUNG Q DUONG	06/01/2023	$1,487.00
00037379	H2781	GLADYS DYO	06/01/2023	$866.00
00037380	H00091	E-Z HOUSING GROUP LLC	06/01/2023	$1,669.00
00037381	H2422	EASTWIND PROPERTIES, LLC	06/01/2023	$2,850.00
00037382	H4770	EBL, LLC	06/01/2023	$3,915.00
00037383	H2036	DANIEL T EDLUND	06/01/2023	$1,548.00
00037384	H00346	EFTFTB LLC	06/01/2023	$2,090.00
00037385	H00233	EL NILE INVESTMENTS LLC	06/01/2023	$1,209.00
00037386	H4250	EL PUEBLO APTS	06/01/2023	$3,267.00
00037387	H4294	EL RAY PARTNERS, LLC	06/01/2023	$8,829.00
00037388	H4438	ELIAS CAPITAL GROUP, LLC	06/01/2023	$2,982.00
00037389	H00250	EMERALD RIDGE APARTMENTS	06/01/2023	$1,769.00
00037390	H4234	TERRY C ENGEL	06/01/2023	$1,700.00
00037391	H00282	ERP OPERATING LIMITED PARTNERSHIP	06/01/2023	$9,348.00
00037392	H3299	EVERGREEN ESTATE EXPANSION, LLC	06/01/2023	$9,884.00
00037393	H00030	FAIRECREST REAL ESTATE, LLC	06/01/2023	$2,907.00
00037394	H1553	FAIRVIEW MGMT COMPANY	06/01/2023	$2,488.00
00037395	H00299	FAMILY CUNG TUAN KHANH ACACIA LLC	06/01/2023	$4,216.00
00037396	H3034	FBC APARTMENTS	06/01/2023	$711.00
00037397	H4757	FG GOLDENWEST SENIOR APTS, LP	06/01/2023	$23,828.00
00037398	H00372	FG RANCHO SANTA MARGARITA SENIOR APTS LP	06/01/2023	$2,228.00
00037399	H00386	FG SEACLIFF SENIOR APARTMENTS LP	06/01/2023	$1,742.00

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00037400	H1702	FLOYD H FIELDS	06/01/2023	$1,255.00
00037401	H1689	WENDY FINCH	06/01/2023	$966.00
00037402	H00049	FIVE POINTS HOUSING LP	06/01/2023	$3,436.00
00037403	H3329	FOREVERGREEN EXPANSION, LLC	06/01/2023	$1,694.00
00037404	H00200	FOUNTAIN VALLEY HOUSING PARTNERS LP	06/01/2023	$771.00
00037405	H00051	FOUR SEASON 339 LLC	06/01/2023	$1,543.00
00037406	H7410	FRANCISCAN GARDENS APTS	06/01/2023	$31,449.00
00037407	H2569	WILLIAM FRECHTMAN	06/01/2023	$1,485.00
00037408	H4610	FREEDOMPATH PROPERTIES, LLC	06/01/2023	$6,194.00
00037409	H3691	FU CRAIG FA, LLC	06/01/2023	$6,083.00
00037410	H2215	KARL GANZ	06/01/2023	$1,084.00
00037411	H3384	ALBINO GARCIA	06/01/2023	$3,922.00
00037412	H3194	GARDEN BAY APARTMENTS, LLC	06/01/2023	$1,264.00
00037413	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	06/01/2023	$6,348.00
00037414	H00452	GARDEN GROVE HOUSING ASSOC LLC C/O HCM PROP MGMT	06/01/2023	$4,815.00
00037415	H4275	GARDEN GROVE HOUSING ASSOCIATE	06/01/2023	$2,209.00
00037416	H00315	GARDEN GROVE PACIFIC ASSOCIATES LLC	06/01/2023	$58,493.00
00037417	H00431	GARDEN VIEW TERRACE	06/01/2023	$1,505.00
00037418	H00095	CHRIS ANN GARZA	06/01/2023	$750.00
00037419	H2955	GB PARTNERS LP DBA HERITAGE PARK SENIOR APARTMENTS	06/01/2023	$3,997.00
00037420	H2029	GEORGIAN APTS	06/01/2023	$3,147.00
00037421	H4137	AARON GERMAIN	06/01/2023	$1,508.00
00037422	H00112	GG8662 LLC C/O DEKKO PROPERTIES LLC	06/01/2023	$2,631.00
00037423	H3857	GIA VU, INC	06/01/2023	$906.00
00037424	H4037	BRIGITTE GIACALONE	06/01/2023	$887.00
00037425	H3894	GIGI APARTMENTS	06/01/2023	$2,229.00
00037426	H4046	GLENHAVEN MOBILODGE	06/01/2023	$1,137.00
00037427	H00123	GLS GROUP LLC	06/01/2023	$1,351.00
00037428	H00321	GOLDEN COAST PACIFIC PROPERTIES LLC	06/01/2023	$1,249.00
00037429	H4346	HENRY S GOMEZ	06/01/2023	$1,667.00
00037430	H2737	WILLIAM GREEN	06/01/2023	$1,277.00
00037431	H00172	GREENBROOK APARTMENTS LP	06/01/2023	$1,310.00
00037432	H3833	GREENFIELDSIDE, LLC	06/01/2023	$3,377.00

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00037433	H3639	GROVE PARK LP	06/01/2023	$93,151.00
00037434	H9028	JIM GULMESOFF	06/01/2023	$7,433.00
00037435	H3949	GINA GUYUMJYAN	06/01/2023	$3,871.00
00037436	H4172	HA OF DEKALB COUNTY	06/01/2023	$657.33
00037437	H4692	CASIE HA	06/01/2023	$2,783.00
00037438	H4092	DAC T HA	06/01/2023	$1,808.00
00037439	H1824	KHIEM Q HA	06/01/2023	$2,514.00
00037440	H1629	MANH MINH HA	06/01/2023	$1,322.00
00037441	H4562	TRAN D HA	06/01/2023	$3,584.00
00037442	H3735	TRIET M HA	06/01/2023	$1,600.00
00037443	H0550	HALL & ASSOCIATES, INC	06/01/2023	$6,743.00
00037444	H1969	LINDA HAN	06/01/2023	$2,325.00
00037445	H00421	VIENNA HANSEL-ASHLEY	06/01/2023	$994.00
00037446	H00314	CAROLYN F HANSEN	06/01/2023	$1,247.00
00037447	H5208	CLIFTON & BRENDA HANSON	06/01/2023	$3,011.00
00037448	H3838	STEVEN HAU	06/01/2023	$1,670.00
00037449	H4708	HIGHLAND FINANCE INVESTMENTS CORP	06/01/2023	$1,732.00
00037450	H0250	SHERRY OR RICHARD HILLIARD	06/01/2023	$1,829.00
00037451	H00173	HKT INVESTMENT	06/01/2023	$3,890.00
00037452	H3921	HMZ RESIDENTIAL PARK, LP	06/01/2023	$2,229.00
00037453	H00408	HO FAMILY BYPASS TRUST	06/01/2023	$2,916.00
00037454	H00289	DAO HO	06/01/2023	$1,477.00
00037455	H3255	HENRY HOI HO	06/01/2023	$2,019.00
00037456	H1010	HO, HIEP or DAO, NGOC THUY	06/01/2023	$9,763.00
00037457	H3653	LIEN KIM HO	06/01/2023	$1,910.00
00037458	H00402	NA M HO	06/01/2023	$1,556.00
00037459	H4827	PETER HO	06/01/2023	$1,560.00
00037460	H4128	THOMAS P HO	06/01/2023	$1,970.00
00037461	H00183	THUY HO	06/01/2023	$1,620.00
00037462	H4268	TIM HO	06/01/2023	$924.00
00037463	H00071	HOLLY HOANG	06/01/2023	$1,432.00
00037464	H00312	HUAN HOANG	06/01/2023	$2,439.00
00037465	H00301	KHANH HOANG	06/01/2023	$1,530.00
00037466	H1864	LIEN HOANG	06/01/2023	$1,483.00

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00037467	H3984	LONG HOANG	06/01/2023	$1,861.00
00037468	H4783	THINH HOANG	06/01/2023	$1,250.00
00037469	H4224	TRACY HOANG	06/01/2023	$1,162.00
00037470	H2354	TRIEU HOANG	06/01/2023	$1,234.00
00037471	H4542	TUAN HOANG	06/01/2023	$2,517.00
00037472	H00278	VUONG HOANG	06/01/2023	$1,909.00
00037473	H2662	LANG HOANG	06/01/2023	$1,690.00
00037474	H2974	NHAN TIEN HOANG	06/01/2023	$2,150.00
00037475	H3883	ROSEMARY LC HOLTZMAN	06/01/2023	$856.00
00037476	H1120	SALLY HOPPE	06/01/2023	$1,148.00
00037477	H00429	HTN RENTALS LLC	06/01/2023	$2,525.00
00037478	H2532	LUC HUA	06/01/2023	$1,554.00
00037479	H1659	DON HUSS	06/01/2023	$2,663.00
00037480	H00133	BAO TRINH HUYNH	06/01/2023	$1,573.00
00037481	H0658	CHEN THI HUYNH	06/01/2023	$2,866.00
00037482	H3641	FELIX HUYNH	06/01/2023	$715.00
00037483	H4763	JOANNE HUYNH	06/01/2023	$951.00
00037484	H3509	KELVIN HUYNH	06/01/2023	$1,567.00
00037485	H00384	LINH M HUYNH	06/01/2023	$1,931.00
00037486	H4405	LOAN HUYNH	06/01/2023	$280.00
00037487	H4237	MINH HUY HUYNH	06/01/2023	$2,162.00
00037488	H4271	PHILIP HUYNH	06/01/2023	$645.00
00037489	H1574	SALLY B HUYNH	06/01/2023	$1,508.00
00037490	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	06/01/2023	$2,589.00
00037491	H4747	THAI C HUYNH	06/01/2023	$2,507.00
00037492	H3117	LONG BAO HUYNH	06/01/2023	$1,341.00
00037493	H1262	CM HWANG	06/01/2023	$1,595.00
00037494	H3848	IMPERIAL NORTH HOLDINGS, LLC	06/01/2023	$4,881.00
00037495	H3644	IMPERIAL NORTHWEST HOLDINGS	06/01/2023	$5,103.00
00037496	H00309	INCOME PROPERTY ASSOCIATES LLC	06/01/2023	$1,341.00
00037497	H00319	INFINITY RESIDENTIAL, INC	06/01/2023	$1,023.00
00037498	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	06/01/2023	$4,208.00
00037499	H00416	IP DEVELOPMENT COMPANY	06/01/2023	$2,227.00
00037500	H00401	IRES PROPERTY MANAGEMENT INC	06/01/2023	$3,770.00

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00037501	H3801	IRVINE APARTMENT COMMUNITIES LP	06/01/2023	$4,110.00
00037502	H4350	J & E ESTATES, LLC	06/01/2023	$2,471.00
00037503	H3402	JERRY JANESKI	06/01/2023	$1,600.00
00037504	H4427	JD PROPERTY MANAGEMENT, INC	06/01/2023	$5,385.00
00037505	H00428	JDJT BAO LLC	06/01/2023	$1,325.00
00037506	H4716	NARIYA JEAN	06/01/2023	$1,800.00
00037507	H3040	JENSEN SOMMERVILLE CONZELMAN	06/01/2023	$1,917.00
00037508	H3165	JG & B CORPORATION	06/01/2023	$7,915.00
00037509	H3266	JGK GARDEN GROVE, LP	06/01/2023	$39,635.00
00037510	H2936	JGKALLINS INVESTMENTS, LP	06/01/2023	$1,526.00
00037511	H2530	NATHAN D JOHNSON	06/01/2023	$2,041.00
00037512	H4579	JOSEPH & KIM CORP	06/01/2023	$1,723.00
00037513	H4557	JTM BAYOU, LLC	06/01/2023	$1,879.00
00037514	H9029	LIN J JU	06/01/2023	$2,926.00
00037515	H2595	FRED JU	06/01/2023	$1,214.00
00037516	H4042	JUNG SUN NOH	06/01/2023	$8,098.00
00037517	H4077	JUNG SUN NOH	06/01/2023	$1,631.00
00037518	H4078	JUNG SUN NOH	06/01/2023	$1,656.00
00037519	H00390	SABRINA MARIAM KADIR-FAN	06/01/2023	$3,424.00
00037520	H4467	KAID MALINDA INVESTMENT INC	06/01/2023	$2,296.00
00037521	H4482	JAIDEEP KAMAT	06/01/2023	$1,732.00
00037522	H4758	JUN-WEI KAO	06/01/2023	$507.00
00037523	H3320	KASHI TRUST	06/01/2023	$9,218.00
00037524	H4767	KATELLA FAMILY HOUSING PARTNER	06/01/2023	$1,373.00
00037525	H3771	KATELLA MOBILE HOME ESTATES	06/01/2023	$921.00
00037526	H3721	KCM INVESTMENTS, LLC	06/01/2023	$2,449.00
00037527	H4696	KD RENT	06/01/2023	$3,960.00
00037528	H1018	LU-YONG KEH	06/01/2023	$5,642.00
00037529	H4374	KEITH AND HOLLY CORPORATION	06/01/2023	$4,092.00
00037530	H9030	ROBERT KELLEY	06/01/2023	$4,810.00
00037531	H3113	KENSINGTON GARDENS	06/01/2023	$962.00
00037532	H1535	DAN VAN KHA	06/01/2023	$1,364.00
00037533	H1888	LINDA KHA	06/01/2023	$2,323.00
00037534	H2423	CAM MY KHA	06/01/2023	$1,820.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037535	H00441	KAREEM ULLA KHAN	06/01/2023	$2,997.00
00037536	H2624	SETH S KHEANG	06/01/2023	$4,146.00
00037537	H3727	HENRY THAI KHUU	06/01/2023	$1,480.00
00037538	H0890	DAVID S KIM	06/01/2023	$954.00
00037539	H00436	LOAN P KIM	06/01/2023	$1,336.00
00037540	H4527	MELVIN LEE KIM	06/01/2023	$1,213.00
00037541	H9031	HARRY H KIM	06/01/2023	$1,606.00
00037542	H1797	KING INVESTMENT GROUP, INC	06/01/2023	$6,574.00
00037543	H3591	BERNARD KING	06/01/2023	$567.00
00037544	H3567	KENT M KITSELMAN	06/01/2023	$1,551.00
00037545	H2960	MARILYN KLUNK	06/01/2023	$2,769.00
00037546	H2460	KNK PROPERTIES	06/01/2023	$10,096.00
00037547	H0082	EDWARD KUO	06/01/2023	$887.00
00037548	H1193	EDWARD KUO	06/01/2023	$1,251.00
00037549	H4804	SATOKO KURATA	06/01/2023	$1,060.00
00037550	H4609	JOAQUIN KURZ	06/01/2023	$2,906.00
00037551	H00381	LA RAMADA APARTMENTS HOMES	06/01/2023	$1,818.00
00037552	H4737	TUYET B LA	06/01/2023	$2,133.00
00037553	H4712	LADERA WNG II, LLC	06/01/2023	$2,425.00
00037554	H3611	LAGUNA HILLS TRAVELODGE, LLC	06/01/2023	$31,089.00
00037555	H3793	LAGUNA STREET APARTMENTS, LLC	06/01/2023	$3,126.00
00037556	H4253	JULIE LALLY	06/01/2023	$1,773.00
00037557	H3552	ANDRE LAM	06/01/2023	$1,023.00
00037558	H00028	ANH LAN LAM	06/01/2023	$1,969.00
00037559	H3711	CAM THI T LAM	06/01/2023	$1,238.00
00037560	H1224	CHAU LAM	06/01/2023	$5,637.00
00037561	H00045	CHRISTINE M LAM	06/01/2023	$2,058.00
00037562	H00213	DAVID LAM	06/01/2023	$1,804.00
00037563	H2396	HAI LAM	06/01/2023	$5,073.00
00037564	H4631	HUNG LAM	06/01/2023	$2,037.00
00037565	H00088	QUYHN GIAO LAM	06/01/2023	$677.00
00037566	H00042	STEVEN LAM	06/01/2023	$838.00
00037567	H2873	MAI LAM	06/01/2023	$1,184.00
00037568	H4454	LAMPLIGHTER VILLAGE APTS	06/01/2023	$12,537.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037569	H4745	LAMPSON EP, LLC	06/01/2023	$1,236.00
00037570	H4504	LAMY OANH, LLC	06/01/2023	$6,248.00
00037571	H4663	LAS PALMAS APTS	06/01/2023	$2,450.00
00037572	H4402	STEPHEN LAU	06/01/2023	$3,001.00
00037573	H00151	CATHERINE LAZARAN	06/01/2023	$1,801.00
00037574	H3945	JOHN LAZENBY	06/01/2023	$2,449.00
00037575	H4471	LE MORNINGSIDE, LLC	06/01/2023	$5,296.00
00037576	H4754	ANH LE	06/01/2023	$3,102.00
00037577	H00153	BENJAMIN BAO LE	06/01/2023	$1,875.00
00037578	H4421	BILL BQ LE	06/01/2023	$1,780.00
00037579	H00104	CELINE LE	06/01/2023	$2,142.00
00037580	H4133	HIEP THI LE	06/01/2023	$3,050.00
00037581	H00179	HUONG THI LE	06/01/2023	$1,548.00
00037582	H1258	JIMMY T LE	06/01/2023	$2,180.00
00037583	H4555	JOHN LE	06/01/2023	$2,125.00
00037584	H4142	JOHN TOAN LE	06/01/2023	$3,602.00
00037585	H00375	KENT THANH LE	06/01/2023	$1,869.00
00037586	H4462	LAN V LE	06/01/2023	$393.00
00037587	H4319	LANH C LE	06/01/2023	$2,034.00
00037588	H3796	LY PHUONG LE	06/01/2023	$497.00
00037589	H00148	MAN MINH LE	06/01/2023	$1,565.00
00037590	H3623	MICHAEL LE	06/01/2023	$2,364.00
00037591	H00450	MICHAEL PHUC LE	06/01/2023	$2,043.00
00037592	H0918	NANCY NGAT THI LE	06/01/2023	$3,873.00
00037593	H4428	RICHARD TUANANH LE	06/01/2023	$1,342.00
00037594	H0948	STEPHANIE THU LE	06/01/2023	$5,480.00
00037595	H00209	TAI LE	06/01/2023	$2,586.00
00037596	H00099	TAN LE	06/01/2023	$1,407.00
00037597	H00214	THAM T LE	06/01/2023	$1,673.00
00037598	H3661	THANH TIEN LE	06/01/2023	$3,078.00
00037599	H00069	THOMAS T LE	06/01/2023	$1,564.00
00037600	H00360	TRAN-QUOC LE	06/01/2023	$1,929.00
00037601	H00202	TRINA TRINH LE	06/01/2023	$1,518.00
00037602	H00135	TUYEN NIKKI LE	06/01/2023	$261.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037603	H0167	BAO GIA LE	06/01/2023	$4,810.00
00037604	H2548	XAN NGOC LE	06/01/2023	$1,034.00
00037605	H4547	LEMON GROVE, LP	06/01/2023	$1,271.00
00037606	H1602	ROGER LEUNG	06/01/2023	$2,204.00
00037607	H00440	LEXINGTON COURTYARD MANAGEMENT LLC	06/01/2023	$1,148.00
00037608	H4002	SOL M LI	06/01/2023	$1,820.00
00037609	H1533	DAVID LIN	06/01/2023	$2,800.00
00037610	H4344	LINCOLN VILLAS APT HOMES, LLC	06/01/2023	$8,775.00
00037611	H4592	LINCOLN WOODS APARTMENTS	06/01/2023	$2,601.00
00037612	H1960	KATHERINE LITTON	06/01/2023	$1,384.00
00037613	H2080	LLE, LLC	06/01/2023	$639.00
00037614	H00090	LOGAN MT LLC	06/01/2023	$2,097.00
00037615	H3888	TROY LONG, TU-ANH & DUONG	06/01/2023	$1,197.00
00037616	H3311	CINDY W LOUIE	06/01/2023	$2,332.00
00037617	H00143	KATHERINE LU	06/01/2023	$1,726.00
00037618	H2120	QUYNH THUY LU	06/01/2023	$3,196.00
00037619	H00177	CHRISTOPHER LAC LUONG	06/01/2023	$947.00
00037620	H1424	KHANH LUONG	06/01/2023	$1,502.00
00037621	H4603	LONG DUC LUONG	06/01/2023	$1,102.00
00037622	H4157	TRA THI-PHUONG LUONG	06/01/2023	$3,843.00
00037623	H4572	ALLEN LUU	06/01/2023	$1,213.00
00037624	H4491	TUAN V LUU	06/01/2023	$1,544.00
00037625	H4820	VIVIAN Q LUU	06/01/2023	$2,180.00
00037626	H3696	XUYEN LUU	06/01/2023	$2,112.00
00037627	H4669	ANDY LY	06/01/2023	$2,103.00
00037628	H3717	DUC T LY	06/01/2023	$681.00
00037629	H1613	MING LY	06/01/2023	$1,836.00
00037630	H00166	MINH N LY	06/01/2023	$1,394.00
00037631	H3754	TAN Q LY	06/01/2023	$1,189.00
00037632	H3390	TRANH LY	06/01/2023	$4,488.00
00037633	H4154	TUYEN X LY	06/01/2023	$2,840.00
00037634	H00219	M FORTUNE LLC	06/01/2023	$1,684.00
00037635	H00311	MEI CI MA	06/01/2023	$1,695.00
00037636	H1705	MAGIC LAMP MOBILE HOME PARK	06/01/2023	$1,478.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037637	H00136	MAGNET SENIOR HOUSING PARTNERS LP C/O MONTAIRA	06/01/2023	$1,988.00
00037638	H3201	ANN N MAI	06/01/2023	$3,316.00
00037639	H00192	ANNIE MAI	06/01/2023	$2,136.00
00037640	H4308	JENNIE THUY MAI	06/01/2023	$4,553.00
00037641	H1499	LINDA MAI	06/01/2023	$1,489.00
00037642	H00191	TUNG THANH MAI	06/01/2023	$1,194.00
00037643	H2451	CHUCK MAI	06/01/2023	$2,439.00
00037644	H4298	JAIMIE MAI-NGO	06/01/2023	$1,304.00
00037645	H00341	LATA MAJITHIA	06/01/2023	$1,926.00
00037646	H4539	KONSTANTINOS P MANDAS	06/01/2023	$3,301.00
00037647	H4796	HARALAMBOS & GEORGIA MANTAS	06/01/2023	$2,109.00
00037648	H4818	LLOYD MANTONG	06/01/2023	$966.00
00037649	H6865	MARIPOSA PROPERTIES	06/01/2023	$1,512.00
00037650	H00443	SUZANNE MATHERLY	06/01/2023	$2,947.00
00037651	H4816	MATTAR REAL ESTATE INVESTMENT	06/01/2023	$821.00
00037652	H7370	LEOPOLD MAYER	06/01/2023	$2,677.00
00037653	H2135	JOHN MC GOFF	06/01/2023	$915.00
00037654	H00318	MCCOMBER CREEK LLC	06/01/2023	$3,890.00
00037655	H00407	JAMES M MCGOUGALL	06/01/2023	$1,784.00
00037656	H2842	GRACE OR GERALD MCGRATH	06/01/2023	$1,443.00
00037657	H8490	GRACE OR GERALD MCGRATH	06/01/2023	$2,616.00
00037658	H00269	MCP KENSINGTON LP	06/01/2023	$1,305.00
00037659	H4793	MEAGHER FAMILY BYPASS TRUST	06/01/2023	$821.00
00037660	H1653	MANH MEAK	06/01/2023	$1,736.00
00037661	H4435	JAGDISH P MEHTA	06/01/2023	$1,330.00
00037662	H2110	MIDWAY INTEREST, LP	06/01/2023	$8,925.00
00037663	H2638	MIKE & KATHY LEE, LP	06/01/2023	$3,557.00
00037664	H4814	MITTAL LEGACY, LP	06/01/2023	$4,095.00
00037665	H00205	JOHN MKHAIL	06/01/2023	$1,560.00
00037666	H3256	MONARCH POINTE	06/01/2023	$2,075.00
00037667	H3534	ANTHONY MONTEBELLO	06/01/2023	$1,276.00
00037668	H2976	MONTECITO VISTA APT HOMES	06/01/2023	$2,019.00
00037669	H4658	BACH MORALES	06/01/2023	$2,223.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037670	H4715	MORNINGSIDE APTS, LLC	06/01/2023	$10,729.00
00037671	H00154	MT VERNON APARTMENTS	06/01/2023	$1,427.00
00037672	H00350	JEFFREY MULLEN	06/01/2023	$838.00
00037673	H00077	RANDALL MYCORN	06/01/2023	$647.00
00037674	H00145	STEVEN B NACHAM	06/01/2023	$1,251.00
00037675	H00403	NAM VIET A - U.S.	06/01/2023	$30,447.00
00037676	H2622	PATRICK NAMSINH	06/01/2023	$2,140.00
00037677	H3834	NEW HORIZONVIEW, LLC	06/01/2023	$1,635.00
00037678	H3865	NEW KENYON APARTMENTS, LLC	06/01/2023	$1,547.00
00037679	H00383	NEW TAMERLANE LLC DBA TAMERLANE APARTMENTS	06/01/2023	$3,721.00
00037680	H4029	NEWPORT ESTATE EXPANSION, LLC	06/01/2023	$1,760.00
00037681	H2745	DALE XUAN NGHIEM	06/01/2023	$1,209.00
00037682	H3956	DANIEL NGHIEM	06/01/2023	$23,335.00
00037683	H4751	DUNG T NGO	06/01/2023	$1,614.00
00037684	H3630	HONG DIEP LE NGO	06/01/2023	$906.00
00037685	H4184	KIM NGO	06/01/2023	$950.00
00037686	H0314	LOC T NGO	06/01/2023	$492.00
00037687	H2386	MARY NGO	06/01/2023	$6,528.00
00037688	H00196	MIMI T NGO	06/01/2023	$1,301.00
00037689	H4550	TAMMY NGO	06/01/2023	$1,284.00
00037690	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	06/01/2023	$5,290.00
00037691	H4691	AN MANH NGUYEN	06/01/2023	$2,150.00
00037692	H4719	ANA-KARINA A NGUYEN	06/01/2023	$1,714.00
00037693	H4645	ANDREA NGUYEN	06/01/2023	$1,376.00
00037694	H3734	ANDREW Q NGUYEN	06/01/2023	$2,797.00
00037695	H4401	ANH NGUYEN	06/01/2023	$2,029.00
00037696	H1938	ANH-DAO NGUYEN	06/01/2023	$1,284.00
00037697	H3749	ANTHONY NGUYEN	06/01/2023	$1,493.00
00037698	H00176	BICH LIEN T NGUYEN	06/01/2023	$1,498.00
00037699	H1457	BINH NGOC NGUYEN	06/01/2023	$3,029.00
00037700	H1430	BINH QUOC NGUYEN	06/01/2023	$3,018.00
00037701	H3958	BRIAN BAO-KHA NGUYEN	06/01/2023	$3,305.00
00037702	H4297	CALVIN H NGUYEN	06/01/2023	$2,450.00
00037703	H00276	CAM NGUYEN	06/01/2023	$1,226.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037704	H00111	CHARLES NGUYEN	06/01/2023	$1,869.00
00037705	H00339	CHIEU-ANH NGUYEN	06/01/2023	$1,474.00
00037706	H4511	CHRISTINE NGUYEN	06/01/2023	$1,817.00
00037707	H00459	CHRISTINE CHAU NGUYEN	06/01/2023	$2,702.00
00037708	H2274	CHRISTOPHER NGUYEN	06/01/2023	$1,770.00
00037709	H3777	CHUONG NGUYEN	06/01/2023	$1,383.00
00037710	H00304	CINDY L NGUYEN	06/01/2023	$432.00
00037711	H9043	CUONG NGUYEN	06/01/2023	$4,249.00
00037712	H4641	DAN NGUYEN	06/01/2023	$1,284.00
00037713	H4569	DAT NGUYEN	06/01/2023	$1,906.00
00037714	H4015	LOAN T NGUYEN, DAVID / HA	06/01/2023	$1,815.00
00037715	H1881	DIEM-THUY NGUYEN	06/01/2023	$2,086.00
00037716	H4558	DONG NGUYEN	06/01/2023	$1,355.00
00037717	H4679	DUNG KIM NGUYEN	06/01/2023	$1,856.00
00037718	H3872	DUONG NGUYEN	06/01/2023	$1,751.00
00037719	H1143	DZUNG DAN NGUYEN	06/01/2023	$2,737.00
00037720	H2551	ERIC NGUYEN	06/01/2023	$1,754.00
00037721	H3910	FRANK M NGUYEN	06/01/2023	$1,562.00
00037722	H4621	HANG NGUYEN	06/01/2023	$2,418.00
00037723	H3953	HANH V NGUYEN	06/01/2023	$1,662.00
00037724	H3370	HAO & HUONG T NGUYEN	06/01/2023	$1,184.00
00037725	H00234	HENRY HAO VAN NGUYEN	06/01/2023	$2,782.00
00037726	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	06/01/2023	$12,449.00
00037727	H4460	HUAN NGOC NGUYEN	06/01/2023	$1,294.00
00037728	H4479	HUE THI NGUYEN	06/01/2023	$2,278.00
00037729	H3276	HUNG NGUYEN	06/01/2023	$2,530.00
00037730	H00272	HUNG T NGUYEN	06/01/2023	$1,542.00
00037731	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	06/01/2023	$3,846.00
00037732	H00039	JANET NGUYEN	06/01/2023	$3,552.00
00037733	H3242	JEANNIE NGUYEN	06/01/2023	$1,636.00
00037734	H00245	JOHN NGUYEN	06/01/2023	$1,783.00
00037735	H3241	JULIE NGUYEN	06/01/2023	$1,434.00
00037736	H4697	KEVIN NGUYEN	06/01/2023	$1,718.00
00037737	H4285	KHAI HUE NGUYEN	06/01/2023	$2,348.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037738	H3497	KHANH DANG NGUYEN	06/01/2023	$1,282.00
00037739	H3149	KIEN NGUYEN	06/01/2023	$5,664.00
00037740	H4652	KIEN THI NGUYEN	06/01/2023	$1,540.00
00037741	H3919	KIMCHI THI NGUYEN	06/01/2023	$591.00
00037742	H4713	LAN HUONG NGUYEN	06/01/2023	$2,250.00
00037743	H4195	LANIE NGUYEN	06/01/2023	$4,198.00
00037744	H4700	LE B NGUYEN	06/01/2023	$1,960.00
00037745	H00451	LIEM Q NGUYEN	06/01/2023	$1,496.00
00037746	H00255	LIEN B NGUYEN	06/01/2023	$1,463.00
00037747	H1687	LINDA NGUYEN	06/01/2023	$3,941.00
00037748	H4079	LINDA LIEN NGUYEN	06/01/2023	$1,453.00
00037749	H4623	LINDA MAI NGUYEN	06/01/2023	$1,657.00
00037750	H00363	LINH NGOC NGUYEN	06/01/2023	$2,225.00
00037751	H2331	LONG HUYEN DAC NGUYEN	06/01/2023	$5,286.00
00037752	H4478	LUONG NGUYEN	06/01/2023	$1,747.00
00037753	H00165	LUU PHUONG NGUYEN	06/01/2023	$2,647.00
00037754	H1380	LYNDA NGUYEN	06/01/2023	$1,475.00
00037755	H2391	MAN M NGUYEN	06/01/2023	$1,377.00
00037756	H3526	MICHAEL THANG NGUYEN	06/01/2023	$2,337.00
00037757	H00307	MICHELLE NGUYEN	06/01/2023	$4,895.00
00037758	H4738	MINH NGUYEN	06/01/2023	$1,548.00
00037759	H00040	MY DUNG THI NGUYEN	06/01/2023	$827.00
00037760	H3170	MYRA D NGUYEN	06/01/2023	$1,420.00
00037761	H1717	NANCY NGUYEN	06/01/2023	$9,336.00
00037762	H3713	NANCY NGUYEN	06/01/2023	$1,571.00
00037763	H00122	NATHAN V NGUYEN	06/01/2023	$1,563.00
00037764	H1899	NGHI NGUYEN	06/01/2023	$2,103.00
00037765	H00448	NGHIEM NGUYEN	06/01/2023	$1,654.00
00037766	H4744	NGOC NGUYEN	06/01/2023	$1,818.00
00037767	H4469	OSCAR THUAN NGUYEN	06/01/2023	$2,408.00
00037768	H4423	PETER NGUYEN	06/01/2023	$4,226.00
00037769	H00068	PHUC T NGUYEN	06/01/2023	$1,906.00
00037770	H00298	PHUONG T NGUYEN	06/01/2023	$1,769.00
00037771	H2197	PHUONG MY THI NGUYEN	06/01/2023	$8,801.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037772	H00340	PHUONG N NGUYEN	06/01/2023	$890.00
00037773	H4439	QUAN NGUYEN	06/01/2023	$1,272.00
00037774	H3853	QUANG M NGUYEN	06/01/2023	$1,136.00
00037775	H4680	SHAWN B NGUYEN	06/01/2023	$2,063.00
00037776	H4559	SKY NGUYEN	06/01/2023	$3,395.00
00037777	H4118	STEVE NGUYEN	06/01/2023	$1,721.00
00037778	H3425	STEVEN NGUYEN	06/01/2023	$1,124.00
00037779	H4670	STEVEN NGUYEN	06/01/2023	$1,842.00
00037780	H4340	STEVENS NGUYEN	06/01/2023	$1,824.00
00037781	H00262	TAI ANH NGUYEN	06/01/2023	$1,721.00
00037782	H00439	TAI PHUOC NGUYEN	06/01/2023	$1,815.00
00037783	H3317	TAM N NGUYEN	06/01/2023	$1,310.00
00037784	H00348	TAM-TRUNG NGUYEN	06/01/2023	$1,404.00
00037785	H3373	THAI DUC NGUYEN	06/01/2023	$2,229.00
00037786	H4586	THANG XUAN NGUYEN	06/01/2023	$961.00
00037787	H00059	THANH-HAI NGUYEN	06/01/2023	$1,510.00
00037788	H3978	THANH-LE NGUYEN	06/01/2023	$1,653.00
00037789	H3313	THANH-NHAN NGUYEN	06/01/2023	$1,480.00
00037790	H00281	THIEN NGUYEN	06/01/2023	$1,781.00
00037791	H00239	THIEU KIM NGUYEN	06/01/2023	$1,769.00
00037792	H3755	THINH QUOC NGUYEN	06/01/2023	$87.00
00037793	H4749	THOMAS NGUYEN	06/01/2023	$2,434.00
00037794	H4734	THU-DUNG TRAN NGUYEN	06/01/2023	$1,492.00
00037795	H1302	THUY NGUYEN	06/01/2023	$1,235.00
00037796	H3331	THUYHUONG THI NGUYEN	06/01/2023	$1,330.00
00037797	H9045	TIEP NGUYEN	06/01/2023	$2,001.00
00037798	H00046	TIM NGUYEN	06/01/2023	$1,187.00
00037799	H00409	TIM NGUYEN	06/01/2023	$1,544.00
00037800	H2473	TIMMY NGUYEN	06/01/2023	$3,302.00
00037801	H00126	TOM NGUYEN	06/01/2023	$1,780.00
00037802	H4349	TRACY TRUC NGUYEN	06/01/2023	$1,165.00
00037803	H4805	TRAM ANH NGUYEN	06/01/2023	$1,902.00
00037804	H00086	TRINH NGUYEN	06/01/2023	$1,933.00
00037805	H3469	TUAN HOANG NGUYEN	06/01/2023	$1,541.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037806	H4243	TUAN NGOC NGUYEN	06/01/2023	$1,054.00
00037807	H3737	TUNG QUOC NGUYEN	06/01/2023	$2,922.00
00037808	H4643	TUYET MAI NGUYEN	06/01/2023	$1,144.00
00037809	H1937	TUYET TRINH NGUYEN	06/01/2023	$1,619.00
00037810	H4166	TUYET TRINH NGUYEN	06/01/2023	$580.00
00037811	H4766	UYEN NGUYEN	06/01/2023	$1,407.00
00037812	H3655	VAN HUY NGUYEN	06/01/2023	$2,017.00
00037813	H3852	SOAN P NGUYEN, VANANH & DO	06/01/2023	$404.00
00037814	H4570	VIVIAN NGUYEN	06/01/2023	$548.00
00037815	H4755	NGUYEN, VY & THI	06/01/2023	$1,585.00
00037816	H4630	YVONNE QUYEN NGUYEN	06/01/2023	$1,735.00
00037817	H2501	CANG NGUYEN	06/01/2023	$1,450.00
00037818	H2550	CUONG CHI NGUYEN	06/01/2023	$4,727.00
00037819	H2337	DUNG VAN NGUYEN	06/01/2023	$1,212.00
00037820	H3012	HAN NGUYEN	06/01/2023	$957.00
00037821	H1766	HUNG C NGUYEN	06/01/2023	$2,170.00
00037822	H3061	HUY NGUYEN	06/01/2023	$2,551.00
00037823	H2956	JAMES NGUYEN	06/01/2023	$1,325.00
00037824	H1552	LAN PHUONG THI NGUYEN	06/01/2023	$2,757.00
00037825	H2409	LAN-NGOC NGUYEN	06/01/2023	$1,423.00
00037826	H3086	LANI LAN T NGUYEN	06/01/2023	$1,146.00
00037827	H2812	MINH NGOC NGUYEN	06/01/2023	$1,625.00
00037828	H2511	PERRY NGUYEN	06/01/2023	$1,467.00
00037829	H2610	THANH-TUYEN NGUYEN	06/01/2023	$1,430.00
00037830	H2479	THINH THI NGUYEN	06/01/2023	$9,765.00
00037831	H2561	TIFFANY NGUYEN	06/01/2023	$3,530.00
00037832	H2912	XUAN YEN NGUYEN	06/01/2023	$5,311.00
00037833	H3802	DIANA NGUYEN-THIEN-NH	06/01/2023	$1,020.00
00037834	H00218	NH SEABREEZE LLC	06/01/2023	$1,965.00
00037835	H00168	NNT PROPERTIES 4 LLC	06/01/2023	$1,818.00
00037836	H00029	NOGAL FELIZ APARTMENTS	06/01/2023	$1,652.00
00037837	H3952	NORMANDY APARTMENTS, LLC	06/01/2023	$1,194.00
00037838	H3404	NORTHWOOD PLACE	06/01/2023	$4,781.00
00037839	H00198	NOVAVILLE LLC	06/01/2023	$5,627.00

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00037840	H4597	JOHN OMDAHL	06/01/2023	$1,810.00
00037841	H00158	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	06/01/2023	$1,853.00
00037842	H00161	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	06/01/2023	$1,479.00
00037843	H00162	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	06/01/2023	$4,551.00
00037844	H00163	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	06/01/2023	$14,031.00
00037845	H00164	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	06/01/2023	$8,103.00
00037846	H00412	ORANGE PLAZA APARTMENTS LLC	06/01/2023	$1,995.00
00037847	H1622	ORANGE TREE APTS	06/01/2023	$13,038.00
00037848	H4761	ORRWAY APTS HOMES, LLC	06/01/2023	$470.00
00037849	H00345	STEVE ORTLOFF	06/01/2023	$2,659.00
00037850	H2516	SUIKO OZAKI	06/01/2023	$1,795.00
00037851	H4495	P & J PROPERTY MANAGEMENT	06/01/2023	$3,193.00
00037852	H1776	BRADRAKUMAR L PAHU	06/01/2023	$2,688.00
00037853	H00447	HOPE PAK	06/01/2023	$6,335.00
00037854	H1328	PALM ISLAND	06/01/2023	$12,255.00
00037855	H4644	PALMA VISTA APTS, LLC	06/01/2023	$1,495.00
00037856	H4477	PARISIAN APARTMENTS, LP	06/01/2023	$1,456.00
00037857	H00395	PARK CENTER PLACE	06/01/2023	$2,048.00
00037858	H00296	A CA LP PARK CITY APARTMENTS	06/01/2023	$2,037.00
00037859	H4487	PARK LANDING APARTMENTS	06/01/2023	$2,512.00
00037860	H0254	PARK STANTON PLACE LP	06/01/2023	$8,816.00
00037861	H4307	JIN PARK	06/01/2023	$1,502.00
00037862	H8794	PATEL DILIP M	06/01/2023	$7,235.00
00037863	H3249	SMITA DIPAK PATEL	06/01/2023	$1,088.00
00037864	H3111	PELICAN INVESTMENTS #6, LLC	06/01/2023	$2,900.00
00037865	H4370	PELICAN INVESTMENTS #8, LLC	06/01/2023	$2,332.00
00037866	H3544	PELICAN INVESTMENTS, LLC	06/01/2023	$254.00
00037867	H00222	AGNES PHAM	06/01/2023	$1,613.00
00037868	H4176	BINH Q PHAM	06/01/2023	$1,676.00
00037869	H4210	CAROLINE PHAM	06/01/2023	$2,936.00
00037870	H3408	CHIEN DINH PHAM	06/01/2023	$2,035.00
00037871	H1651	DAVID DUNG PHAM	06/01/2023	$3,022.00
00037872	H9709	DAVID LINH PHAM	06/01/2023	$2,481.00
00037873	H00368	DUY HOANG PHAM	06/01/2023	$2,942.00

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00037874	H3912	HIEU PHAM	06/01/2023	$2,022.00
00037875	H1080	HOANG PHAM	06/01/2023	$4,017.00
00037876	H00357	HONG V PHAM	06/01/2023	$1,423.00
00037877	H00330	HUNG T PHAM	06/01/2023	$1,918.00
00037878	H1971	KHANH CONG PHAM	06/01/2023	$2,002.00
00037879	H1117	LUCY PHAM, KIM ANH OR PHAM	06/01/2023	$3,943.00
00037880	H0788	LAN VAN PHAM	06/01/2023	$3,033.00
00037881	H4095	LIEN PHAM	06/01/2023	$1,490.00
00037882	H00089	LILY H PHAM	06/01/2023	$1,168.00
00037883	H4033	NGHIA PHAM	06/01/2023	$2,250.00
00037884	H4724	NHAC T PHAM	06/01/2023	$1,739.00
00037885	H4683	PAULINE TRAM PHAM	06/01/2023	$2,008.00
00037886	H3773	PHUONG T PHAM	06/01/2023	$1,424.00
00037887	H4501	QUYNH GIAO PHAM	06/01/2023	$1,532.00
00037888	H3786	QUYNH-ANH HOANG PHAM	06/01/2023	$1,817.00
00037889	H00400	SOPHIA PHAM	06/01/2023	$2,897.00
00037890	H00275	TAM T PHAM	06/01/2023	$2,084.00
00037891	H00432	THIEN PHAM	06/01/2023	$1,657.00
00037892	H2255	TIM PHAM	06/01/2023	$3,502.00
00037893	H4651	TRANG PHAM	06/01/2023	$4,511.00
00037894	H2065	TRI PHAM	06/01/2023	$2,127.00
00037895	H4593	TRUONG TAI PHAM	06/01/2023	$2,063.00
00037896	H4105	TUAN A PHAM	06/01/2023	$1,972.00
00037897	H3880	VAN LOAN THI PHAM	06/01/2023	$1,239.00
00037898	H4503	VERONIQUE PHAM	06/01/2023	$1,646.00
00037899	H3967	VU PHAM	06/01/2023	$1,502.00
00037900	H2328	XUANNHA T PHAM	06/01/2023	$1,730.00
00037901	H0595	HAI MINH PHAM	06/01/2023	$12,526.00
00037902	H1932	HELEN PHAM	06/01/2023	$1,187.00
00037903	H1851	LOAN ANH THI PHAM	06/01/2023	$1,502.00
00037904	H4685	KATHY PHAN	06/01/2023	$2,323.00
00037905	H4188	OANH PHAN	06/01/2023	$4,387.00
00037906	H4781	STEVEN PHAN	06/01/2023	$1,511.00
00037907	H4408	TAMMY PHAN	06/01/2023	$1,508.00

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00037908	H3820	THANH T PHAN	06/01/2023	$198.00
00037909	H00232	WILSON M PHAN	06/01/2023	$1,595.00
00037910	H3257	DON PHAN	06/01/2023	$1,368.00
00037911	H1101	TOAN CONG PHAN	06/01/2023	$1,187.00
00037912	H00225	VICKY T PHAN-VO	06/01/2023	$1,683.00
00037913	H3698	ART S PHARN	06/01/2023	$1,941.00
00037914	H00141	PHOENIX PREMIER LLC	06/01/2023	$3,377.00
00037915	H2863	PINE TREE PROPERTY, LLC	06/01/2023	$1,906.00
00037916	H3505	PJP PROPERTIES, LLC	06/01/2023	$1,481.00
00037917	H00418	PLACENTIA 422 LP	06/01/2023	$1,779.00
00037918	H00231	PLATINUM TRI BLOC LLC	06/01/2023	$1,731.00
00037919	H1493	PLAZA PATRIA COURT LTD	06/01/2023	$1,471.00
00037920	H3769	PNB GREEN EXPANSION MGMT, LLC	06/01/2023	$4,641.00
00037921	H4795	POST STERLING COURT, LP	06/01/2023	$1,416.00
00037922	H00434	PRINCE ACACIAWOOD PROPERTY LLC	06/01/2023	$1,350.00
00037923	H3668	PRINCE NEW HORIZON VILLAGE	06/01/2023	$5,563.00
00037924	H00194	QN INVESTMENT LLC	06/01/2023	$14,428.00
00037925	H4306	SAN T QUACH	06/01/2023	$1,389.00
00037926	H3994	DERRICK WILLIAM QUAN	06/01/2023	$1,818.00
00037927	H4620	JEANNIE QUAN	06/01/2023	$436.00
00037928	H4357	VAN-LAN QUAN	06/01/2023	$4,967.00
00037929	H1448	GARY L QUINN	06/01/2023	$767.00
00037930	H00335	RAINTREE BROOKS LP	06/01/2023	$1,782.00
00037931	H00169	RANCHO MONTEREY APARTMENTS	06/01/2023	$5,030.00
00037932	H0978	RAVART PACIFIC, LP	06/01/2023	$1,273.00
00037933	H3808	RAVENWOOD PROPERTIES, LLC	06/01/2023	$2,774.00
00037934	H4801	RBJ INVESTMENTS CORP	06/01/2023	$1,324.00
00037935	H00285	REAL ESTATE SOURCE	06/01/2023	$1,669.00
00037936	H00367	RED CORAL LLC	06/01/2023	$1,299.00
00037937	H3184	ROGER LEE REED	06/01/2023	$2,858.00
00037938	H3573	REO INTERNATIONAL CORPORATION	06/01/2023	$3,852.00
00037939	H4932	RAYMOND REYES	06/01/2023	$1,300.00
00037940	H1100	ROBERTA APTS, LP	06/01/2023	$2,458.00
00037941	H00425	PATRICIA A RODRIGUEZ	06/01/2023	$2,957.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00037942	H00266	BRADLEY A ROMSTEDT	06/01/2023	$1,499.00
00037943	H3631	CHARLENE ROSSIGNOL	06/01/2023	$1,115.00
00037944	H00128	RUSSELL REAL ESTATE LLC	06/01/2023	$3,159.00
00037945	H00203	S & P PACIFIC PROPERTIES LLC	06/01/2023	$4,214.00
00037946	H1149	MIHRAN SABUNJIAN	06/01/2023	$13,371.00
00037947	H00246	SAGE PARK CA LP	06/01/2023	$1,235.00
00037948	H00324	FARZANEH SAJADIEH	06/01/2023	$3,526.00
00037949	H4231	SALSOL PROPERTIES, LLC	06/01/2023	$1,353.00
00037950	H00305	SAN CARLOS	06/01/2023	$5,787.00
00037951	H4681	SAN MARINO	06/01/2023	$449.00
00037952	H00097	SAN MIGUEL APTS / SAN MIGUEL PROPERTIES LP	06/01/2023	$1,293.00
00037953	H00174	CYNTHIA SANCHEZ	06/01/2023	$1,085.00
00037954	H0858	PAT SARGENT	06/01/2023	$1,553.00
00037955	H3340	JILL ANN SCHLEIFER	06/01/2023	$3,689.00
00037956	H00187	SCOTT G JOE C/O PACIFIC TRUST MANAGEMENT	06/01/2023	$1,119.00
00037957	H4485	SCWJ, LLC	06/01/2023	$1,777.00
00037958	H4072	SERRANO WOODS, LP	06/01/2023	$344.00
00037959	H00228	MARY E SHEN	06/01/2023	$1,863.00
00037960	H00103	DAHNING SHIH	06/01/2023	$2,125.00
00037961	H3699	SHREEVES PROPERTIES, LLC	06/01/2023	$4,538.00
00037962	H00365	ANTHONY AND PATIENCE SHUTTS	06/01/2023	$1,900.00
00037963	H3779	IRV D SIGEL	06/01/2023	$1,790.00
00037964	H4150	SILVER COVE APARTMENTS, LP	06/01/2023	$2,243.00
00037965	H4451	IRVIN SILVERSTEIN	06/01/2023	$1,074.00
00037966	H1182	SINGING TREE	06/01/2023	$1,475.00
00037967	H3459	BAY SIU	06/01/2023	$1,623.00
00037968	H00293	SOBER SOLUTIONS	06/01/2023	$1,805.00
00037969	H4778	SOCP, LLC	06/01/2023	$944.00
00037970	H00243	SOMMERVILLE CONZELMAN CO LP	06/01/2023	$5,987.00
00037971	H00288	JENNIFER SON	06/01/2023	$1,940.00
00037972	H00055	LLC SOUTHCOAST CAPITAL HOLDINGS	06/01/2023	$134.00
00037973	H1686	JAMES SPEARS	06/01/2023	$2,531.00
00037974	H00244	SPICY LIVING LLC	06/01/2023	$3,553.00
00037975	H4145	SPRINGDALE STREET APARTMENTS	06/01/2023	$2,810.00

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00037976	H3835	SPRINGSIDE, LLC	06/01/2023	$10,177.00
00037977	H00337	STANDARD HERITAGE ANAHEIM OWNER LP	06/01/2023	$1,923.00
00037978	H4458	TRUST STANLEY A SIROTT	06/01/2023	$1,872.00
00037979	H3038	STANTON GROUP THREE, LLC	06/01/2023	$3,429.00
00037980	H4566	STANTON GROUP, LLC	06/01/2023	$1,025.00
00037981	H1277	STEWART PROPERTIES	06/01/2023	$1,585.00
00037982	H00142	PATRICIA J STEWART	06/01/2023	$1,646.00
00037983	H0403	ERICA STIDHAM	06/01/2023	$5,986.00
00037984	H00297	THUY NHIEU STRICKLAND	06/01/2023	$1,867.00
00037985	H0359	STUART DRIVE/ROSE GARDEN APTS	06/01/2023	$111,266.00
00037986	H1147	UN SU	06/01/2023	$3,075.00
00037987	H2049	SUNGROVE SENIOR APTS	06/01/2023	$24,995.00
00037988	H3805	SUNNYGATE, LLC	06/01/2023	$14,415.00
00037989	H00108	SUNRISE APARTMENT HOMES	06/01/2023	$2,744.00
00037990	H3766	SUNRISE VILLAGE PROPERTIES, LLC	06/01/2023	$9,005.00
00037991	H4484	EMILE J SWEIDA	06/01/2023	$1,424.00
00037992	H00170	EVELYN SY	06/01/2023	$1,750.00
00037993	H4543	SYCAMORE COURT APARTMENTS	06/01/2023	$13,883.00
00037994	H4449	VINH TA	06/01/2023	$1,195.00
00037995	H4081	ALI TAHAMI	06/01/2023	$1,963.00
00037996	H00094	TAMARACK WOODS A CALIFORNIA LP	06/01/2023	$1,941.00
00037997	H3432	ENLIANG T TANG	06/01/2023	$1,582.00
00037998	H00268	TARA HILL APARTMENT	06/01/2023	$2,050.00
00037999	H00229	TDDM INVESTMENTS CORP	06/01/2023	$2,913.00
00038000	H3527	TDT WASHINGTON, LLC	06/01/2023	$4,128.00
00038001	H4653	TH 12622 MORNINGSIDE, LLC	06/01/2023	$1,757.00
00038002	H2875	HENRY THACH	06/01/2023	$2,764.00
00038003	H4731	LYNN THAI	06/01/2023	$1,540.00
00038004	H00185	JAI PAUL THAKUR	06/01/2023	$889.00
00038005	H00076	THE ARBORS-LAKE FOREST OWNER LLC	06/01/2023	$1,368.00
00038006	H00052	THE CAMBRIDGE	06/01/2023	$3,941.00
00038007	H00445	THE EDWARD APARTMENTS LLC	06/01/2023	$1,418.00
00038008	H4391	THE FLORENTINE APTS	06/01/2023	$1,964.00
00038009	H4759	THE KELVIN APARTMENTS	06/01/2023	$2,944.00

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00038010	H4390	THE MEDITERRANEAN APTS	06/01/2023	$1,124.00
00038011	H4591	THE PALM GARDEN APTS LP	06/01/2023	$1,385.00
00038012	H1007	THE ROSE GARDEN APTS	06/01/2023	$14,279.00
00038013	H4633	THSW PARTNERS, LLC	06/01/2023	$6,162.00
00038014	H3260	ANA MARIA THULSIRAJ	06/01/2023	$1,190.00
00038015	H00053	TIC INVESTMENT COMPANY LLC	06/01/2023	$4,369.00
00038016	H00062	TIC INVESTMENT COMPANY	06/01/2023	$4,553.00
00038017	H00422	TIC INVESTMENT COMPANY LLC	06/01/2023	$2,041.00
00038018	H4599	TIC INVESTMENT COMPANY, LLC	06/01/2023	$1,705.00
00038019	H4600	TIC INVESTMENT COMPANY, LLC	06/01/2023	$6,198.00
00038020	H4720	TIC INVESTMENT COMPANY, LLC	06/01/2023	$2,537.00
00038021	H00060	TIC INVESTMENT LLC	06/01/2023	$593.00
00038022	H00308	TJAC-PI LLC	06/01/2023	$5,543.00
00038023	H4494	TLHA DOTY, LLC	06/01/2023	$3,247.00
00038024	H4219	TLHA PALM, LLC	06/01/2023	$1,823.00
00038025	H00207	TN INVESTMENTS GROUP LLC	06/01/2023	$3,490.00
00038026	H00334	TN INVESTMENTS GROUP LLC	06/01/2023	$3,564.00
00038027	H00378	TN INVESTMENTS GROUP LLC	06/01/2023	$2,237.00
00038028	H00455	TN INVESTMENTS GROUP LLC	06/01/2023	$2,870.00
00038029	H3827	TN INVESTMENTS GROUP, LLC	06/01/2023	$13,135.00
00038030	H3828	TN INVESTMENTS GROUP, LLC	06/01/2023	$1,437.00
00038031	H3829	TN INVESTMENTS GROUP, LLC	06/01/2023	$1,545.00
00038032	H3831	TN INVESTMENTS GROUP, LLC	06/01/2023	$1,539.00
00038033	H3939	TN INVESTMENTS PROPERTIES, LLC	06/01/2023	$17,741.00
00038034	H4753	TNL PROPERTY, LLC	06/01/2023	$2,451.00
00038035	H1212	KIMTRUNG THI TO	06/01/2023	$832.00
00038036	H0855	VAN THU TO	06/01/2023	$6,294.00
00038037	H4492	TOC TOC, LLC	06/01/2023	$4,393.00
00038038	H00189	TRUSTEE TOMMY YING TUAN	06/01/2023	$1,281.00
00038039	H1454	KHANH TON	06/01/2023	$802.00
00038040	H3377	TAP THAT TON	06/01/2023	$2,075.00
00038041	H00444	NANCY YAPING TONG	06/01/2023	$1,916.00
00038042	H3902	TOPADVANCED, LLC	06/01/2023	$3,544.00
00038043	H00370	TOWNE CENTRE AT ORANGE	06/01/2023	$1,945.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038044	H00178	TR ENTERPRISE LLC	06/01/2023	$1,585.00
00038045	H1789	TRAN'S APARTMENTS	06/01/2023	$5,462.00
00038046	H4099	ANDREW TRAN	06/01/2023	$425.00
00038047	H4407	ANDREW TRAN	06/01/2023	$1,980.00
00038048	H7723	ANH TUYET T TRAN	06/01/2023	$1,837.00
00038049	H4727	ANNA THI TRAN	06/01/2023	$1,159.00
00038050	H4012	CATHY TRAN	06/01/2023	$1,754.00
00038051	H00156	DAT DOAN TRAN	06/01/2023	$1,166.00
00038052	H00392	DUC M TRAN	06/01/2023	$1,805.00
00038053	H3577	EDWARD T TRAN	06/01/2023	$1,583.00
00038054	H2027	FREDERICK M TRAN	06/01/2023	$1,133.00
00038055	H00102	HELENA TRAN	06/01/2023	$1,896.00
00038056	H3646	HENRY TRAN	06/01/2023	$1,269.00
00038057	H1203	JACLYN TRAN, HIEP OR TRAN	06/01/2023	$597.00
00038058	H3554	HO VAN TRAN	06/01/2023	$6,665.00
00038059	H3896	HOA TRAN	06/01/2023	$737.00
00038060	H00124	HUE THI DANG TRAN	06/01/2023	$1,619.00
00038061	H3456	HUNG QUOC TRAN	06/01/2023	$1,528.00
00038062	H00044	HUONG TRAN	06/01/2023	$2,735.00
00038063	H00057	HUYEN TRAN	06/01/2023	$930.00
00038064	H3403	JANE TRAN	06/01/2023	$1,838.00
00038065	H4270	JIM DUC TRAN	06/01/2023	$1,658.00
00038066	H4698	JOHNNY TRAN	06/01/2023	$4,316.00
00038067	H4251	JOSEPH QUANG TRAN	06/01/2023	$963.00
00038068	H4499	JOSEPHINE TRAN	06/01/2023	$2,226.00
00038069	H00454	KELLY KHUONG TRAN	06/01/2023	$2,927.00
00038070	H00171	KENNY TRAN	06/01/2023	$2,466.00
00038071	H00195	KEVIN TRAN	06/01/2023	$2,398.00
00038072	H4158	KEVIN THANH TRAN	06/01/2023	$1,306.00
00038073	H00058	KIEU VAN TRAN	06/01/2023	$2,539.00
00038074	H3517	KIM VAN TRAN	06/01/2023	$3,541.00
00038075	H4276	LAY THI TRAN	06/01/2023	$1,921.00
00038076	H4130	LOC H TRAN	06/01/2023	$2,159.00
00038077	H4788	LONG QUOC TRAN	06/01/2023	$1,432.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038078	H3775	LUCIA THUY TRAN	06/01/2023	$1,004.00
00038079	H3442	MARY TRAN	06/01/2023	$1,074.00
00038080	H4732	MINH TRAN	06/01/2023	$1,420.00
00038081	H4059	MY T TRAN	06/01/2023	$2,297.00
00038082	H4687	NGAN TRAN	06/01/2023	$3,693.00
00038083	H3211	NGOC THI TRAN	06/01/2023	$2,169.00
00038084	H4378	NHUT NGUYEN TRAN	06/01/2023	$3,219.00
00038085	H3530	TAM ANH TRAN	06/01/2023	$1,744.00
00038086	H4198	TAM MINH TRAN	06/01/2023	$1,847.00
00038087	H3742	THERESA T TRAN	06/01/2023	$385.00
00038088	H3744	THERESA T TRAN	06/01/2023	$1,491.00
00038089	H4291	THONG TRAN	06/01/2023	$1,287.00
00038090	H3371	THU HUONG THI TRAN	06/01/2023	$934.00
00038091	H4394	TIM TRAN	06/01/2023	$2,093.00
00038092	H4573	TINA TRAN	06/01/2023	$2,225.00
00038093	H00025	TONY TRAN	06/01/2023	$2,074.00
00038094	H00073	TRANG P TRAN	06/01/2023	$1,074.00
00038095	H3709	TRI TRAN	06/01/2023	$1,637.00
00038096	H4507	TRUNG H TRAN	06/01/2023	$1,383.00
00038097	H3163	TRUYEN & HELEN TRAN	06/01/2023	$2,401.00
00038098	H3220	TU TRAN	06/01/2023	$1,620.00
00038099	H3253	VICTORIA TRAN	06/01/2023	$1,641.00
00038100	H0386	BAU TRAN	06/01/2023	$1,040.00
00038101	H3227	PAUL TUAN DUC TRAN	06/01/2023	$1,615.00
00038102	H2712	PHUONG THUY TRAN	06/01/2023	$2,070.00
00038103	H1903	THU-HANG TRAN	06/01/2023	$5,359.00
00038104	H2776	TUAN HUY TRAN	06/01/2023	$930.00
00038105	H1166	TOM TRANG	06/01/2023	$1,284.00
00038106	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	06/01/2023	$508.00
00038107	H4136	HONG QUANG TRIEU	06/01/2023	$1,433.00
00038108	H4266	NANCY TRIEU	06/01/2023	$1,532.00
00038109	H2231	EMMA TRINH	06/01/2023	$1,400.00
00038110	H00453	TAM T TRINH	06/01/2023	$1,539.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038111	H3759	THANH-MAI TRINH	06/01/2023	$3,090.00
00038112	H00385	THU XUAN TRINH	06/01/2023	$1,193.00
00038113	H4493	TRANG N TRINH	06/01/2023	$1,401.00
00038114	H4356	TUAN TRINH	06/01/2023	$1,871.00
00038115	H0536	TUNG XUAN TRINH	06/01/2023	$1,841.00
00038116	H00351	TRIPLETS CASTLE LLC	06/01/2023	$4,347.00
00038117	H3993	DUNG T TRUONG	06/01/2023	$615.00
00038118	H00356	HOAN VU MINH TRUONG	06/01/2023	$275.00
00038119	H00188	HUE AI TRUONG	06/01/2023	$1,513.00
00038120	H00201	JOHN TRUONG	06/01/2023	$1,228.00
00038121	H00461	TAMMY TRUONG	06/01/2023	$2,936.00
00038122	H2729	QUYEN MY TRUONG	06/01/2023	$1,478.00
00038123	H1813	CAROLINE TSAI	06/01/2023	$4,125.00
00038124	H4445	YUNGLIN & SHU-MEI TSAO	06/01/2023	$1,885.00
00038125	H3867	TU BI THIEN TAM	06/01/2023	$1,285.00
00038126	H8168	TUDOR GROVE	06/01/2023	$80,552.00
00038127	H4536	TUSTIN AFFORDABLE HOUSING	06/01/2023	$3,187.00
00038128	H4030	TUSTIN SOUTHERN APTS - OFFICE	06/01/2023	$1,314.00
00038129	H00388	UDR HUNTINGTON VISTA LP DBA HUNTINGTON VISTA	06/01/2023	$4,818.00
00038130	H9100	V W PROPERTY	06/01/2023	$4,894.00
00038131	H00410	V&L PROPERTIES LLC	06/01/2023	$1,825.00
00038132	H1541	CONNIE VALDEZ	06/01/2023	$1,267.00
00038133	H00361	VALLEY VIEW SENIOR APARTMENTS LLC	06/01/2023	$20,468.00
00038134	H00199	LISA TO VAN	06/01/2023	$1,417.00
00038135	H0814	MINH XUONG VAN	06/01/2023	$897.00
00038136	H4661	RONALD VAN	06/01/2023	$3,606.00
00038137	H2755	ARTURO ENRIQUEZ VAZQUEZ	06/01/2023	$2,784.00
00038138	H4392	VERSAILLES APTS	06/01/2023	$3,386.00
00038139	H4553	VINTAGE CANYON SR APTS	06/01/2023	$1,050.00
00038140	H4625	VINTAGE FLAGSHIP, LLC	06/01/2023	$2,878.00
00038141	H3689	VJ SURGICAL, LLC	06/01/2023	$2,430.00
00038142	H3628	VLE RENTAL, LLC	06/01/2023	$10,290.00
00038143	H3132	HUNG MINH VO	06/01/2023	$2,086.00
00038144	H4205	JEFF VO	06/01/2023	$1,468.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038145	H2134	KHANH MAI VO	06/01/2023	$5,966.00
00038146	H4531	LOAN VO	06/01/2023	$1,906.00
00038147	H3938	LOC ANH VO	06/01/2023	$1,139.00
00038148	H4787	MICKEY VO	06/01/2023	$2,375.00
00038149	H00394	TRACY TRANG VO	06/01/2023	$2,363.00
00038150	H1481	TINA NGA VOLE	06/01/2023	$1,238.00
00038151	H3718	NIPA D VORA	06/01/2023	$2,740.00
00038152	H3907	ANNIE VU	06/01/2023	$1,662.00
00038153	H2123	DAT VU	06/01/2023	$18,440.00
00038154	H4560	HOA VU	06/01/2023	$1,341.00
00038155	H3918	HUAN VU	06/01/2023	$1,205.00
00038156	H00206	JADE NGOC VU	06/01/2023	$1,826.00
00038157	H00211	KHUAT VU	06/01/2023	$1,956.00
00038158	H4657	KRYSTINA VU	06/01/2023	$1,485.00
00038159	H4197	LEO M VU	06/01/2023	$1,873.00
00038160	H4549	MINH VU	06/01/2023	$1,102.00
00038161	H3760	NAM H VU	06/01/2023	$1,437.00
00038162	H3274	PHUONG MINH VU	06/01/2023	$1,284.00
00038163	H00306	SHAWN VU	06/01/2023	$1,970.00
00038164	H00074	SU T VU	06/01/2023	$2,234.00
00038165	H00249	SUONG N VU	06/01/2023	$1,284.00
00038166	H3823	TAN DUY VU	06/01/2023	$3,259.00
00038167	H2823	TRUNG QUOC VU	06/01/2023	$1,217.00
00038168	H0883	TUONG MANH VU	06/01/2023	$2,432.00
00038169	H3612	VINCE HUNG VU	06/01/2023	$2,514.00
00038170	H3928	VIVIAN VU	06/01/2023	$866.00
00038171	H4807	YEN T VU	06/01/2023	$2,075.00
00038172	H00034	HAO DUC VUONG	06/01/2023	$1,392.00
00038173	H00226	HOA THI VUONG	06/01/2023	$2,734.00
00038174	H00313	KAITHLYN VUONG	06/01/2023	$1,628.00
00038175	H4642	DAVID WALD	06/01/2023	$812.00
00038176	H9105	WALDEN APTS	06/01/2023	$4,363.00
00038177	H1725	WALDEN GLEN APTS	06/01/2023	$1,894.00
00038178	H4489	HO PONG WAN	06/01/2023	$1,588.00

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00038179	H2084	CHARLES WANG	06/01/2023	$5,647.00
00038180	H2253	SUZY WANG	06/01/2023	$3,503.00
00038181	H0867	IRVING WEISER	06/01/2023	$2,250.00
00038182	H00419	WEISSER INVESTMENTS LLC	06/01/2023	$9,749.00
00038183	H4530	WESLEY VILLAGE APARTMENTS	06/01/2023	$4,748.00
00038184	H0442	HENRY B WESSELN	06/01/2023	$2,058.00
00038185	H1238	WESTCHESTER PARK, LP	06/01/2023	$1,748.00
00038186	H00144	WESTERN NATIONAL EL DORADO PARTNERS LP	06/01/2023	$1,409.00
00038187	H3468	WESTLAKE APARTMENTS, LLC	06/01/2023	$8,377.00
00038188	H2684	WESTMINSTER HOUSING PARTNER, LP	06/01/2023	$10,053.00
00038189	H1025	WESTPARK APTS	06/01/2023	$2,108.00
00038190	H2986	CINDY OR ED WICK	06/01/2023	$1,285.00
00038191	H00437	WILLIAMS STRATTON FAMILY LLC	06/01/2023	$1,670.00
00038192	H0029	WILLOWICK ROYAL	06/01/2023	$476.00
00038193	H4424	WILSHIRE CREST	06/01/2023	$1,950.00
00038194	H4523	WINDMILL APARTMENTS	06/01/2023	$4,853.00
00038195	H4608	WINDWOOD GLEN APTS	06/01/2023	$1,576.00
00038196	H3429	WINDWOOD KNOLL APARTMENTS	06/01/2023	$4,115.00
00038197	H9109	WINNIE INVESTMENT	06/01/2023	$7,311.00
00038198	H3286	WINSTON PLACE, LLC	06/01/2023	$1,221.00
00038199	H4232	WONDERFUL IDEA, LLC	06/01/2023	$1,462.00
00038200	H00413	JULIA WONG	06/01/2023	$1,770.00
00038201	H3592	PHILLIP WONG	06/01/2023	$1,095.00
00038202	H4709	WOODBRIDGE VILLAS APARTMENT HOMES	06/01/2023	$1,216.00
00038203	H4762	WOODBRIDGE WILLOWS	06/01/2023	$4,141.00
00038204	H3506	WOODBURY SQUARE	06/01/2023	$1,748.00
00038205	H00184	XIAOLIN WU	06/01/2023	$1,380.00
00038206	H00398	TINA PI-YU YAO	06/01/2023	$1,356.00
00038207	H0165	LEON SHU YAU	06/01/2023	$1,699.00
00038208	H4806	JIYUN YEOM	06/01/2023	$2,808.00
00038209	H00190	JAIMIE L YIANG	06/01/2023	$1,766.00
00038210	H00333	YORBA LINDA ALTRUDY LP	06/01/2023	$1,008.00
00038211	H4168	HENRY H YOUNG	06/01/2023	$1,686.00
00038212	H4596	EUGENIA ZASLAVSKY	06/01/2023	$4,750.00

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00038213	H3730	GEORGE ZHAO	06/01/2023	$1,427.00
00687253	H00411	1600 W BROADWAY LLC	06/01/2023	$1,939.00
00687254	H00284	8550 COMMONWEALTH AVENUE LLC	06/01/2023	$1,302.00
00687255	H4194	WILLIAM ADAMS	06/01/2023	$1,104.00
00687256	H00238	ADVANCE GLOBAL ASSET GROUP INC	06/01/2023	$915.00
00687257	H00248	ADVANCED GROUP 05-85 A CAL LTD PARTNERSHIP	06/01/2023	$1,428.00
00687258	H4534	ALISO VIEJO 621, LP	06/01/2023	$1,306.00
00687259	H00290	ALLEPHESIANS 1, LLC	06/01/2023	$1,730.00
00687260	H2616	ANAHEIM REVITALIZATION II PART	06/01/2023	$2,628.00
00687261	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	06/01/2023	$1,541.00
00687262	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	06/01/2023	$1,769.00
00687263	H7330	BAHIA VILLAGE MOBILEHOME PARK	06/01/2023	$931.00
00687264	H00070	BRIDGE WF CA CRYSTAL VIEW LP	06/01/2023	$2,499.00
00687265	H0950	RICHARD BUI JR	06/01/2023	$2,428.00
00687266	H00155	CRYSTAL BUI	06/01/2023	$2,168.00
00687267	H3596	JIMMY QUOC BUI	06/01/2023	$3,813.00
00687268	H4355	LAN HUYNH NGOC BUI	06/01/2023	$997.00
00687269	H0432	PHAT BUI	06/01/2023	$2,989.00
00687270	H1455	SON MINH BUI	06/01/2023	$1,400.00
00687271	H4756	TAN H BUI	06/01/2023	$1,460.00
00687272	H4238	TINH TIEN BUI	06/01/2023	$2,108.00
00687273	H00130	BUNGALOWS	06/01/2023	$1,816.00
00687274	H00247	CASA LA VETA ASSOCIATES	06/01/2023	$1,744.00
00687275	H00261	CASTILIAN A CA LP	06/01/2023	$2,144.00
00687276	H9009	CHANTECLAIR APTS	06/01/2023	$1,391.00
00687277	H00127	RICHARD N CHAO	06/01/2023	$1,451.00
00687278	H2701	DAVID CHEN	06/01/2023	$1,295.00
00687279	H4671	ROBERT CHRISTMAN	06/01/2023	$2,646.00
00687280	H00358	ANH CHU	06/01/2023	$1,818.00
00687281	H4617	MEI-LING CHU	06/01/2023	$1,036.00
00687282	H00456	CITY YARD HOUSING PARTNERS LP C/O FPI MANAGEMENT	06/01/2023	$2,036.00
00687283	H4773	CMIF III CORONADO PALMS, LLC	06/01/2023	$1,439.00
00687284	H00227	CORDOVA A CA LP	06/01/2023	$3,988.00

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00687285	H00344	CORTESIA AT RANCHO SANTA MARGARITA	06/01/2023	$2,596.00
00687286	H4380	CRESTWOOD ON 7, LLC	06/01/2023	$2,460.00
00687287	H00072	KHANH DANG	06/01/2023	$1,547.00
00687288	H00106	HAROLD E DELONG	06/01/2023	$1,347.00
00687289	H00323	NHI DIEP	06/01/2023	$1,508.00
00687290	H4690	KIM-ANH T DINH	06/01/2023	$5,167.00
00687291	H4533	MINH TAM DO	06/01/2023	$1,344.00
00687292	H4222	THUAN DO	06/01/2023	$1,338.00
00687293	H3422	DINH T DOAN	06/01/2023	$1,310.00
00687294	H00043	MICHAEL DOAN	06/01/2023	$1,206.00
00687295	H1395	HELMUT DONNER	06/01/2023	$2,450.00
00687296	H4348	LAN DUONG	06/01/2023	$1,401.00
00687297	H00377	EIGHT 80 NEWPORT BEACH	06/01/2023	$1,504.00
00687298	H4187	EL CAMINO LU, LLC	06/01/2023	$1,793.00
00687299	H3075	EMERALD GARDENS APT	06/01/2023	$805.00
00687300	H5060	EUCLID PARK APTS	06/01/2023	$1,763.00
00687301	H00236	FENWAY APTS	06/01/2023	$1,769.00
00687302	H4813	FENWAY PROPERTIES	06/01/2023	$1,490.00
00687303	H00399	FIVE COVES	06/01/2023	$1,911.00
00687304	H2768	DALE A FULLWOOD	06/01/2023	$1,332.00
00687305	H00415	FUSION PROPERTY MANAGMENT COMPANY	06/01/2023	$1,491.00
00687306	H4193	GROVE PARK, LLC	06/01/2023	$4,082.00
00687307	H00389	HANNA PROPERTY INVESTMENTS LLC	06/01/2023	$2,108.00
00687308	H3218	KULJIT HARA	06/01/2023	$1,141.00
00687309	H1979	STEVE HARA	06/01/2023	$6,387.00
00687310	H00221	HAUPT PROPERTIES, LLC C/O DROUIN REALTY	06/01/2023	$1,040.00
00687311	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	06/01/2023	$2,427.00
00687312	H1873	JAMES HOANG	06/01/2023	$1,438.00
00687313	H3022	NICK HOFFMAN	06/01/2023	$2,298.00
00687314	H00355	HOYT REAL ESTATE INC	06/01/2023	$1,762.00
00687315	H3140	CHONG WEI HUANG	06/01/2023	$952.00
00687316	H00240	HUNTINGTON POINTE 2019 LP	06/01/2023	$1,471.00
00687317	H4810	DOANH HUYNH	06/01/2023	$1,628.00
00687318	H3473	NATALIE N HUYNH	06/01/2023	$1,409.00

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00687319	H00404	STEPHANIE HUYNH	06/01/2023	$93.00
00687320	H3095	TRANG HUYNH	06/01/2023	$4,710.00
00687321	H00329	IHLLC HOLDINGS I LLC	06/01/2023	$2,501.00
00687322	H00224	JAMES K SKEOCH DECEDENT'S TRUST	06/01/2023	$3,732.00
00687323	H00254	STEPHEN JOHNSON	06/01/2023	$1,477.00
00687324	H3109	LINDA JOHNSON	06/01/2023	$2,598.00
00687325	H4584	JOON CHOI VDS APARTMENT LLC	06/01/2023	$14,059.00
00687326	H2641	KDF HERMOSA, LP	06/01/2023	$4,644.00
00687327	H3083	KDF MALABAR, LP	06/01/2023	$36,255.00
00687328	H2403	KDF SEA WIND, LP	06/01/2023	$869.00
00687329	H00217	VI KIM	06/01/2023	$1,548.00
00687330	H3683	WILLIAM KUNZMAN	06/01/2023	$1,988.00
00687331	H00302	LA COSTA	06/01/2023	$3,480.00
00687332	H00117	ANH T LAM	06/01/2023	$796.00
00687333	H4284	LE FAMILY TRUST	06/01/2023	$819.00
00687334	H1638	DON LE	06/01/2023	$974.00
00687335	H1531	TRACEY LE	06/01/2023	$1,420.00
00687336	H1423	VIET Q LE	06/01/2023	$1,291.00
00687337	H0298	YENNHI LE	06/01/2023	$1,133.00
00687338	H4132	HOABINH LE-MUNZER	06/01/2023	$984.00
00687339	H00223	LAWRENCE B LEBLANC	06/01/2023	$12,487.00
00687340	H4694	DOUG LEONG	06/01/2023	$1,539.00
00687341	H0216	ALICE LIAO	06/01/2023	$3,016.00
00687342	H00066	DAVID A LO	06/01/2023	$1,741.00
00687343	H4765	MAI LUONG	06/01/2023	$3,400.00
00687344	H00442	ANH KIM MA	06/01/2023	$2,489.00
00687345	H0958	WILLIAM T MACDONALD	06/01/2023	$5,667.00
00687346	H00132	DAVID E MADJE	06/01/2023	$11,714.00
00687347	H00423	JOSE L MADRIGAL	06/01/2023	$1,686.00
00687348	H1188	LARRY MAH	06/01/2023	$1,230.00
00687349	H2333	HANH T MAI-NGUYEN	06/01/2023	$1,585.00
00687350	H1861	TERRY MAMMEN	06/01/2023	$4,963.00
00687351	H4675	ZHIYAN MAO	06/01/2023	$2,836.00
00687352	H00279	ODETTE MIKHAIL	06/01/2023	$1,715.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687353	H3043	MONARK, LP	06/01/2023	$5,711.00
00687354	H0780	MONTEJO APARTMENTS	06/01/2023	$1,452.00
00687355	H00353	MONTICELLO PROPERTY MANAGEMENT	06/01/2023	$1,365.00
00687356	H00274	NEWPORT HOUSING PARTNERS LP	06/01/2023	$1,782.00
00687357	H00152	BRIGHTON QUOCSI NGO	06/01/2023	$1,484.00
00687358	H00460	HONG NGO	06/01/2023	$2,488.00
00687359	H00114	AN NGUYEN	06/01/2023	$802.00
00687360	H00420	BAONGOC NGUYEN	06/01/2023	$3,500.00
00687361	H1184	BICHLE T NGUYEN	06/01/2023	$4,371.00
00687362	H00270	HAIHA NGUYEN	06/01/2023	$1,651.00
00687363	H2192	HOC VAN NGUYEN	06/01/2023	$2,237.00
00687364	H00397	JENNY NGUYEN	06/01/2023	$2,027.00
00687365	H4473	MAI NGUYEN	06/01/2023	$1,204.00
00687366	H00271	MINDY NGUYEN	06/01/2023	$1,779.00
00687367	H00175	NAM V NGUYEN	06/01/2023	$1,271.00
00687368	H4061	NGUYEN, NICOLE U	06/01/2023	$609.00
00687369	H00405	RYAN NGUYEN	06/01/2023	$2,159.00
00687370	H4529	STEVEN NGUYEN	06/01/2023	$987.00
00687371	H9044	THANH VAN NGUYEN	06/01/2023	$1,541.00
00687372	H4682	THUY T NGUYEN	06/01/2023	$889.00
00687373	H00424	TU VAN NGUYEN	06/01/2023	$1,783.00
00687374	H00332	TUAN NGUYEN	06/01/2023	$1,595.00
00687375	H3103	NICOLE UYEN NGUYEN	06/01/2023	$480.00
00687376	H2879	PAULINE KIMPHUNG NGUYEN	06/01/2023	$4,799.00
00687377	H2526	SHERRY LIEU NGUYEN	06/01/2023	$1,606.00
00687378	H1027	TON SANH NGUYEN	06/01/2023	$1,305.00
00687379	H3114	TRACY NGUYEN	06/01/2023	$2,493.00
00687380	H2699	THUY-TIEN NGUYEN-TU	06/01/2023	$2,222.00
00687381	H00212	OCEAN BREEZE VILLAS	06/01/2023	$4,471.00
00687382	H00041	OLIVIA THANH CAPITALS LLC	06/01/2023	$2,373.00
00687383	H00291	PALM ISLAND SENIOR APARTMENTS	06/01/2023	$8,496.00
00687384	H00193	PARK RIDGE ENTERPRISE LP	06/01/2023	$1,420.00
00687385	H2739	CHONG PIL PARK	06/01/2023	$1,550.00
00687386	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	06/01/2023	$1,994.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687387	H4582	ANH THI PHAM	06/01/2023	$1,523.00
00687388	H00414	CUONG KIM PHAM	06/01/2023	$1,865.00
00687389	H4800	DAVID VU PHAM	06/01/2023	$1,835.00
00687390	H00150	DON PHU PHAM	06/01/2023	$2,781.00
00687391	H00182	JULIE NGOC PHAM	06/01/2023	$1,218.00
00687392	H3817	QUYEN PHAM	06/01/2023	$1,346.00
00687393	H1049	TUNG PHAM	06/01/2023	$1,573.00
00687394	H00349	HARRISON PHAN	06/01/2023	$1,450.00
00687395	H4786	HUNG PHAN	06/01/2023	$2,873.00
00687396	H00303	JENNIFER PHAN	06/01/2023	$1,247.00
00687397	H00316	PINES APARTMENTS	06/01/2023	$2,150.00
00687398	H4509	PLAZA WOODS, LLC	06/01/2023	$4,325.00
00687399	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	06/01/2023	$1,748.00
00687400	H00320	PRALLE AND CASE NO. 2 LP	06/01/2023	$1,540.00
00687401	H4353	RAYMOND AND LYNN RUAIS	06/01/2023	$595.00
00687402	H00427	SAN JUAN A CA LP	06/01/2023	$1,042.00
00687403	H00283	SANTA ANA HOUSING AUTHORITY	06/01/2023	$7,276.65
00687404	H00325	SAVANNA BANANA LLC	06/01/2023	$1,385.00
00687405	H3488	CELESTE SCHWERMAN	06/01/2023	$1,150.00
00687406	H00322	SEA WIND 2016 LP	06/01/2023	$483.00
00687407	H00317	SEQUOIA EQUITIES HIDDEN HILLS	06/01/2023	$1,808.00
00687408	H00457	TIMOTHY SHINN	06/01/2023	$3,403.00
00687409	H4241	SILO NORTHEAST, LLC	06/01/2023	$3,526.00
00687410	H00462	STRATTFORD WINSTON LLC	06/01/2023	$1,128.00
00687411	H4590	CATHY TA	06/01/2023	$1,730.00
00687412	H00147	DANNY HOANG TA	06/01/2023	$1,545.00
00687413	H00342	TDT BUSHARD, LLC	06/01/2023	$866.00
00687414	H4409	TERESINA APARTMENTS	06/01/2023	$1,311.00
00687415	H00113	THE HUNTINGTON PARTNERSHIP	06/01/2023	$1,836.00
00687416	H00087	THE RETREAT AT MIDWAY CITY (WSH MANAGEMENT)	06/01/2023	$3,087.00
00687417	H1959	THOMSON EQUITIES	06/01/2023	$1,294.00
00687418	H6710	THOMSON EQUITIES	06/01/2023	$1,369.00
00687419	H4726	TIC INVESTMENT COMPANY, LLC	06/01/2023	$8,608.00
00687420	H00257	TKN DBA GROVESIDE LLC	06/01/2023	$1,410.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687421	H00343	TOMMY LEE & TIFFANY THUY PHAM	06/01/2023	$1,313.00
00687422	H4616	VINH THAT TON	06/01/2023	$1,887.00
00687423	H00075	IVY TONNU-MIHARA	06/01/2023	$1,346.00
00687424	H00331	ANTHONY P TRAN	06/01/2023	$1,355.00
00687425	H4688	ERIC TRAN	06/01/2023	$486.00
00687426	H3686	LIEN KIM TRAN-NGUYEN	06/01/2023	$1,006.00
00687427	H00273	TRIDER CORPORATION	06/01/2023	$794.00
00687428	H00056	LUCKY LUC TRUONG	06/01/2023	$1,199.00
00687429	H2335	THUAN BICH TRUONG	06/01/2023	$3,854.00
00687430	H2410	SON BICH TRUONG	06/01/2023	$1,523.00
00687431	H0146	ANGELO S TURI	06/01/2023	$2,721.00
00687432	H00338	UDR THE RESIDENCES AT BELLA TERRA	06/01/2023	$1,907.00
00687433	H2982	MARCO VELASTEGUI	06/01/2023	$1,754.00
00687434	H3943	VILLA CAPRI ESTATES	06/01/2023	$2,116.00
00687435	H2717	THUA VINH	06/01/2023	$857.00
00687436	H00373	VINKAYLA LLC	06/01/2023	$2,119.00
00687437	H4662	VISTA DEL SOL APARTMENTS	06/01/2023	$1,501.00
00687438	H9103	VISTA DEL SOL APTS	06/01/2023	$1,375.00
00687439	H00430	BINH NGUYEN VO	06/01/2023	$1,539.00
00687440	H1723	KIMCHI VO	06/01/2023	$2,091.00
00687441	H00369	SAMANTHA VO	06/01/2023	$1,616.00
00687442	H3476	TIN TRUNG VO	06/01/2023	$1,502.00
00687443	H1805	VPM BRIDGES APTS	06/01/2023	$491.00
00687444	H3637	VPM MANAGEMENT	06/01/2023	$1,328.00
00687445	H3088	VPM SHER LANE, LP	06/01/2023	$2,488.00
00687446	H00065	HUNG TRONG VU	06/01/2023	$1,690.00
00687447	H00146	LONG DUC VU	06/01/2023	$968.00
00687448	H2900	DANNY VU	06/01/2023	$1,644.00
00687449	H00359	JIA PEIR WANG	06/01/2023	$1,548.00
00687450	H0719	NEIL E WEST	06/01/2023	$1,372.00
00687451	H00376	WHISPERING FOUNTAINS AT LAGUNA WOODS	06/01/2023	$992.00
00687452	H1934	WINDSOR-DAWSON, LP	06/01/2023	$4,695.00
00687453	H00118	WOODBRIDGE APARTMENTS	06/01/2023	$1,969.00
			EFT: 1,049	**$3,400,574.45**

Check:	**201**	**$469,641.65**
Total:	**1,250**	**$3,870,216.10**

City of Garden Grove
Certificate of Warrants
Register Dates:
06/07/2023

This is to certify the demands covered by EFT numbers 00038214 through 00038231, and check numbers 00687454 through 00687531 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

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Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038214	V00093	ABSOLUTE INTERNATIONAL SECURITY	06/07/2023	$399.85
00038215	V00447	BEL EVENT PRODUCTIONS	06/07/2023	$1,694.34
00038216	V00657	CALIF FORENSIC PHLEBOTOMY, INC	06/07/2023	$3,416.51
00038217	V00175	CALIFORNIA YELLOW CAB	06/07/2023	$8,674.00
00038218	V00476	CSG CONSULTANTS, INC	06/07/2023	$61,515.00
00038219	V00718	DANGELO CO (JWD ANGELO CO INC)	06/07/2023	$1,483.11
00038220	V00562	DOOLEY ENTERPRISES,INC	06/07/2023	$831.83
00038221	V03002	DUDEK	06/07/2023	$36,420.50
00038222	V00103	GARDEN GROVE AUTOMOTIVE	06/07/2023	$2,500.00
00038223	V00218	GRAINGER	06/07/2023	$4,426.46
00038224	V00716	INTERVAL HOUSE	06/07/2023	$23,037.17
00038225	V01817	LSA ASSOCIATES, INC	06/07/2023	$2,569.65
00038226	V03176	S & J SUPPLY COMPANY INC	06/07/2023	$129.44
00038227	V00250	SIMPSON CHEVROLET OF GG	06/07/2023	$13,669.69
00038228	V01458	TOYOTA OF GARDEN GROVE	06/07/2023	$9,000.00
00038229	V03161	USA BLUEBOOK	06/07/2023	$994.52
00038230	V00341	ALLISON ASH-BURKE	06/07/2023	$450.00
00038231	V03114	FIELDTEK ELECTRIC LLC	06/07/2023	$16,315.41
00687454	OTV002820	YATZARI ACEVEDO	06/07/2023	$500.00
00687455	V00635	ALL CITY MANAGEMENT SERVICES, INC	06/07/2023	$13,422.00
00687456	V00514	AMTECH ELEVATOR SERVICES	06/07/2023	$903.42
00687457	V00864	ASSOCIATED SOILS ENGINEERING, INC	06/07/2023	$17,190.00
00687458	V00033	AT&T CORP	06/07/2023	$12,851.86
00687459	V00226	BADOUD, TOM	06/07/2023	$125.00
00687460	V00329	BRIAN BISHOP	06/07/2023	$125.00
00687461	V01494	C G LANDSCAPE, INC	06/07/2023	$1,573.00
00687462	V00660	CAMERON WELDING SUPPLY	06/07/2023	$168.57
00687463	V00554	CARL WARREN & CO	06/07/2023	$450.00
00687464	V00534	CHEM PRO LABORATORY, INC	06/07/2023	$836.00
00687465	V00667	CONTINENTAL CONCRETE CUTTING, INC.	06/07/2023	$535.00
00687466	V00668	CONTROL AUTOMATION DESIGN	06/07/2023	$1,657.35
00687467	V01151	COUNTY OF ORANGE DA'S OFFICE, ASSET FORFEITURE	06/07/2023	$5,910.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687468	V01235	DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING)	06/07/2023	$225.00
00687469	V01141	DISCOVERY SCIENCE CENTER	06/07/2023	$630.50
00687470	V03102	KEVIN DOLAN	06/07/2023	$400.00
00687471	V00676	DUNN-EDWARDS CORPORATION	06/07/2023	$160.22
00687472	V00233	FACTORY MOTOR PARTS CO BIN 139107	06/07/2023	$1,104.86
00687473	V00829	FERGUSON ENTERPRISES, INC 1350	06/07/2023	$11,322.20
00687474	V01382	GARDEN GROVE NISSAN, LP	06/07/2023	$4,500.00
00687475	V01318	GEORGE YARDLEY COMPANY	06/07/2023	$148.58
00687476	V02720	GOLDEN STATE WATER COMPANY	06/07/2023	$40.00
00687477	V00346	CINDY GRISWOLD	06/07/2023	$170.10
00687478	V00706	HAAKER EQUIPMENT COMPANY	06/07/2023	$787.47
00687479	V02116	HABITAT FOR HUMANITY OF ORANGE COUNTY, INC.	06/07/2023	$5,948.20
00687480	V02308	HIRSCH PIPE & SUPPLY CO. INC	06/07/2023	$227.57
00687481	V02447	HUMAN OPTIONS	06/07/2023	$11,994.93
00687482	V01307	IRVINE PIPE & SUPPLY, INC	06/07/2023	$1,196.38
00687483	V00683	JOHN B EWLES, INC	06/07/2023	$740.00
00687484	V03199	JOHN'S INCREDIBLE PIZZA COMPANY	06/07/2023	$1,237.64
00687485	V00116	JOHNNY ALLEN TENNIS ACADEMY	06/07/2023	$199.08
00687486	OTV002819	JOYCE KIM	06/07/2023	$500.00
00687487	V00725	KNORR SYSTEMS, INC	06/07/2023	$1,612.31
00687488	OTV001567	STEPHEN LAM	06/07/2023	$500.00
00687489	V00728	LAWSON PRODUCTS, INC	06/07/2023	$211.04
00687490	V00610	LT PROPERTIES	06/07/2023	$19,458.55
00687491	V00321	DAWNA LUDWIG	06/07/2023	$861.84
00687492	V01337	LUIS AYALA	06/07/2023	$1,176.00
00687493	OTV002804	SALEEM MAJID	06/07/2023	$1,777.87
00687494	OTV002821	LESLIE MALDONADO	06/07/2023	$500.00
00687495	OTV002823	LIZETH MALDONADO	06/07/2023	$250.00
00687496	V03164	MEDIEVAL TIMES USA, INC	06/07/2023	$2,466.00
00687497	OTV002827	MARIE MEJIA	06/07/2023	$250.00
00687498	V03200	NAHROPSWRC	06/07/2023	$523.60
00687499	OTV002822	DIANA NGO-VUONG	06/07/2023	$500.00
00687500	OTV002825	JOSEPH NGUYEN	06/07/2023	$250.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687501	OTV002826	TRACY NGUYEN	06/07/2023	$250.00
00687502	V00459	O'REILLY AUTO PARTS	06/07/2023	$1,517.82
00687503	V00209	WHJ OCN,IND	06/07/2023	$920.00
00687504	V00371	OFFICE DEPOT, INC	06/07/2023	$2,455.04
00687505	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	06/07/2023	$100.00
00687506	V02829	PACIFIC PRODUCTS AND SERVICES, LLC	06/07/2023	$13,352.32
00687507	V00744	R J NOBLE COMPANY	06/07/2023	$2,151.76
00687508	V00779	S C YAMAMOTO, INC	06/07/2023	$4,100.00
00687509	V00850	SAFARILAND, LLC	06/07/2023	$374.21
00687510	V00785	SHRED CONFIDENTIAL, INC	06/07/2023	$489.75
00687511	V01071	SOURCE GRAPHICS	06/07/2023	$536.14
00687512	V00788	SOUTH COAST AQMD	06/07/2023	$153.23
00687513	V00788	SOUTH COAST AQMD	06/07/2023	$153.23
00687514	V00795	SPARKLETTS	06/07/2023	$178.50
00687515	V00475	T-MOBILE USA, INC	06/07/2023	$100.00
00687516	V00568	TEAM OF ADVOCATES FOR SPECIAL KIDS	06/07/2023	$1,261.18
00687517	V02203	THE ILLUMINATION FOUNDATION	06/07/2023	$74,548.69
00687518	V01206	TOPAZ ALARM CORP	06/07/2023	$75.00
00687519	V01123	TRANSAMERICA EMPLOYEE BENEFITS	06/07/2023	$3,622.52
00687520	V00812	UNIFIRST CORP	06/07/2023	$1,250.63
00687521	V00814	UNITED PARCEL SERVICE	06/07/2023	$121.39
00687522	OTV002828	MAN VIEN	06/07/2023	$250.00
00687523	V01672	VMI, INC	06/07/2023	$804.22
00687524	V01465	VOLKSWAGEN OF GARDEN GROVE	06/07/2023	$500.00
00687525	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	06/07/2023	$2,994.34
00687526	V00527	WALTERS WHOLESALE ELECTRIC	06/07/2023	$3,161.17
00687527	V00823	WATERLINE TECHNOLOGIES, INC	06/07/2023	$4,544.00
00687528	V00824	WAXIE SANITARY SUPPLY	06/07/2023	$2,006.96
00687529	V01731	WILLDAN ENGINEERING	06/07/2023	$7,504.00
00687530	V00582	WOODRUFF & SMART, A PROFESSIONAL CORP	06/07/2023	$14,462.15
00687531	V02981	SOCAL ARCON LLC	06/07/2023	$375.00

EFT:	**18**	**$187,527.48**
Check:	**78**	**$272,430.39**
Total:	**96**	**$459,957.87**

City of Garden Grove
Certificate of Warrants
Register Dates:
6/14/2023

This is to certify the demands covered by EFT numbers 00038232 through 00038273, and check numbers 00687532 through 00687712 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038232	V03131	4LEAF, INC.	06/14/2023	$18,080.01
00038233	V03147	ABC WINDOW CLEANING, INC	06/14/2023	$33,297.50
00038234	V02878	ADMIRAL PEST CONTROL, INC.	06/14/2023	$654.00
00038235	V02837	ALLIED UNIVERSAL SECURITY SERVICES	06/14/2023	$59,557.15
00038236	V01479	AMAZON WEB SERVICES, INC	06/14/2023	$4,347.58
00038237	V00422	ARC DOCUMENT SOLUTIONS, LLC	06/14/2023	$39.36
00038238	V00430	CANNON CORPORATION	06/14/2023	$2,475.45
00038239	V00224	CDW-GOVERNMENT, INC	06/14/2023	$5,804.37
00038240	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	06/14/2023	$2,964.78
00038241	V00476	CSG CONSULTANTS, INC	06/14/2023	$98,251.25
00038242	V00718	DANGELO CO (JWD ANGELO CO INC)	06/14/2023	$22,047.55
00038243	V00679	ENTERPRISE FLEET MGMT, INC	06/14/2023	$6,133.64
00038244	V02901	EVERYTHING BRANDED USA INC	06/14/2023	$7,940.00
00038245	V01305	FLEMING ENVIRONMENTAL, INC	06/14/2023	$5,731.45
00038246	V01546	GEOCON WEST, INC	06/14/2023	$5,290.00
00038247	V00218	GRAINGER	06/14/2023	$1,395.79
00038248	V00283	JIG CONSULTANTS	06/14/2023	$21,321.25
00038249	V03218	LANG NUONG BBQ	06/14/2023	$50,000.00
00038250	V02752	MICHAEL BAKER INTERNATIONAL, INC.	06/14/2023	$11,612.50
00038251	V02866	MIND OC	06/14/2023	$69,476.57
00038252	V02998	MOVING FORWARD PSYCHOLOGICAL INSTITUTE, INC	06/14/2023	$5,170.00
00038253	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	06/14/2023	$77,239.48
00038254	V03069	NV5, INC	06/14/2023	$16,187.50
00038255	V02205	OCAPICA	06/14/2023	$1,980.18
00038256	V03017	PIERCE LAW FIRM APC	06/14/2023	$2,142.00
00038257	V00506	REDFLEX TRAFFIC SYSTEMS, INC	06/14/2023	$32,986.80
00038258	V00401	REPUBLIC WASTE SERVICES OF SO CALIFORNIA, LLC	06/14/2023	$45,876.77
00038259	V03176	S & J SUPPLY COMPANY INC	06/14/2023	$1,328.56
00038260	V03042	SA ASSOCIATES	06/14/2023	$44,757.50
00038261	V03088	SHARP AUTO BODY & PAINT	06/14/2023	$4,726.74
00038262	V02745	SPECIAL SERVICES GROUP, LLC	06/14/2023	$5,400.00
00038263	V00384	STOMMEL, INC	06/14/2023	$31,599.79

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038264	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	06/14/2023	$56.00
00038265	V03170	TITAN ENVIRONMENTAL SOLUTIONS, INC.	06/14/2023	$2,930.00
00038266	V03040	TRACY MILLER CONSULTING, INC.	06/14/2023	$1,350.00
00038267	V02748	VCA CODE	06/14/2023	$85,439.26
00038268	V00035	VERITIV OPERATING COMPANY	06/14/2023	$867.83
00038269	V01469	WEST YOST ASSOCIATES, INC.	06/14/2023	$57,129.38
00038270	V03066	WRENCH REBEL COLLISION, LLC	06/14/2023	$17,305.81
00038271	V03216	SCOTT AVERETTE	06/14/2023	$250.00
00038272	V00397	HUGO MORALES	06/14/2023	$500.00
00038273	V03095	PADILLA SMYTH & ASSOCIATES, LLC	06/14/2023	$525.00
00687532	H00284	8550 COMMONWEALTH AVENUE LLC	06/14/2023	$1,302.00
00687533	V00280	ACA COMPLIANCE SERVICES, INC	06/14/2023	$1,147.18
00687534	V00627	AKM CONSULTING ENGINEERS	06/14/2023	$3,154.50
00687535	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	06/14/2023	$45.71
00687536	OTV002830	KALID IBRAHIM ALI	06/14/2023	$23.00
00687537	OTV002834	JOANNA KATHERINE PASCALE ALSHARIF	06/14/2023	$146.00
00687538	OTV002044	RAMONA ROSEANNE ALVAREZ	06/14/2023	$89.00
00687539	V01113	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	06/14/2023	$975.00
00687540	V00514	AMTECH ELEVATOR SERVICES	06/14/2023	$903.42
00687541	OTV002835	AMY MERWIN FIREFLY EVENTS	06/14/2023	$75.00
00687542	OTV002806	LEON C ANDERSON	06/14/2023	$34.26
00687543	V00479	ANDRES MEDINA MOBILE WASH	06/14/2023	$3,200.00
00687544	V00640	ANGELUS QUARRIES, INC	06/14/2023	$1,476.02
00687545	OTV002706	STEPHANIE MARIA ARANDA	06/14/2023	$33.00
00687546	V03021	ARDURRA GROUP, INC.	06/14/2023	$7,895.00
00687547	V00599	ARROW TOOLS FASTENERS & SAW, INC	06/14/2023	$87.84
00687548	V00145	AUTONATION FORD TUSTIN	06/14/2023	$270.15
00687549	OTV002581	FARZANA BANIKZAI	06/14/2023	$11.00
00687550	V01188	BANNER BANK	06/14/2023	$20,244.19
00687551	OTV002837	ELVIRA BAUTISTA GARCIA	06/14/2023	$212.50
00687552	V00237	BEST BUY FOR BUSINESS	06/14/2023	$739.49
00687553	V00150	BILL'S SOUND & SECURITY	06/14/2023	$389.00
00687554	V03214	BIRMINGHAM FASTENER & SUPPLY, INC	06/14/2023	$543.75
00687555	V00329	BRIAN KEITH BISHOP	06/14/2023	$200.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687556	V02670	MYAH CHERIE BRUNSWICK	06/14/2023	$21.00
00687557	OTV001837	PHUONG BUI	06/14/2023	$105.00
00687558	V00655	C WELLS PIPELINE MATERIALS, INC	06/14/2023	$54,940.50
00687559	V00304	CADD MICROSYSTEMS, INC	06/14/2023	$870.66
00687560	V01101	CAHA	06/14/2023	$845.00
00687561	V00660	CAMERON WELDING SUPPLY	06/14/2023	$96.70
00687562	OTV002582	MARICELA CARDENAS-CORDOVA	06/14/2023	$134.00
00687563	V00554	CARL WARREN & CO	06/14/2023	$8,062.50
00687564	OTV002405	CHRISTOPHER MICHAEL CASEY	06/14/2023	$117.00
00687565	OTV002847	CAROL CHI	06/14/2023	$32.44
00687566	V00667	CONTINENTAL CONCRETE CUTTING, INC.	06/14/2023	$1,492.00
00687567	V00606	COPWARE, INC	06/14/2023	$4,450.00
00687568	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	06/14/2023	$65,555.34
00687569	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	06/14/2023	$30,994.00
00687570	OTV002845	DARLENE COUVILLION	06/14/2023	$64.54
00687571	OTV002841	PHUONG DANG	06/14/2023	$2.47
00687572	V00537	DANIELS TIRE SERVICE	06/14/2023	$347.75
00687573	V00481	DATA TICKET, INC	06/14/2023	$1,402.85
00687574	OTV002255	ELIZABETH ASCENCION DE LA CRUZ	06/14/2023	$133.00
00687575	V01235	DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING)	06/14/2023	$225.00
00687576	V00184	DIAMOND ENVIRONMENTAL SERVICES	06/14/2023	$1,035.14
00687577	V02200	DIANA LING CHEN	06/14/2023	$9.00
00687578	OTV002653	VINH QUANG DINH	06/14/2023	$72.00
00687579	OTV002856	VICKY DOAN	06/14/2023	$27.41
00687580	V00676	DUNN-EDWARDS CORPORATION	06/14/2023	$232.06
00687581	H4348	LAN DUONG	06/14/2023	$1,401.00
00687582	V01372	EBIX, INC	06/14/2023	$19,541.62
00687583	V02321	ELECNOR BELCO ELECTRIC, INC.	06/14/2023	$52,250.00
00687584	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	06/14/2023	$20,300.00
00687585	V00684	EXPERIAN INFO SOLUTIONS, INC	06/14/2023	$157.40
00687586	V00233	FACTORY MOTOR PARTS CO BIN 139107	06/14/2023	$1,129.46
00687587	V00829	FERGUSON ENTERPRISES, INC 1350	06/14/2023	$1,828.09
00687588	V00276	FG SOLUTIONS, LLC	06/14/2023	$8,289.50

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687589	V01379	FIVESTAR RUBBER STAMP ETC, INC	06/14/2023	$99.78
00687590	V00143	FRYE SIGN CO	06/14/2023	$620.00
00687591	V00054	GALLS LLC	06/14/2023	$4,572.84
00687592	OTV002404	BRYAN D GILMORE	06/14/2023	$89.00
00687593	V01746	GMU GEOTECHNICAL, INC	06/14/2023	$5,368.25
00687594	V00621	GOLDEN WEST COLLEGE	06/14/2023	$3,892.00
00687595	V00097	GOLDENWEST LAWNMOWERS & SCOOTERS	06/14/2023	$3,790.99
00687596	OTV002585	EZRA JOSIAH GOMEZ	06/14/2023	$31.00
00687597	OTV002705	RODOLFO GOMEZ	06/14/2023	$16.00
00687598	OTV002506	IESHA LINETTE GONZALEZ SALAZAR	06/14/2023	$16.00
00687599	V01386	GREEN HALO SYSTEMS	06/14/2023	$273.00
00687600	OTV002855	STEVE HA	06/14/2023	$79.13
00687601	V02116	HABITAT FOR HUMANITY OF ORANGE COUNTY, INC.	06/14/2023	$4,860.02
00687602	H3218	KULJIT HARA	06/14/2023	$1,141.00
00687603	OTV001961	PAUL ST JOHN HARDIE	06/14/2023	$93.00
00687604	OTV002201	BRIAN ANTHONY HILDBRAND SR	06/14/2023	$26.00
00687605	V00711	HILL'S BROS LOCK & SAFE, INC	06/14/2023	$62.04
00687606	V00710	HILLCO FASTENER WAREHOUSE	06/14/2023	$0.33
00687607	V01091	HUNTINGTON BEACH CHRYSLER JEEP	06/14/2023	$241.15
00687608	OTV002507	THOMAS JEFFREY HURST	06/14/2023	$91.00
00687609	V00719	JAY'S CATERING	06/14/2023	$300.00
00687610	V00071	JM NURSERY	06/14/2023	$1,218.00
00687611	OTV001154	JOHN PAUL ZEMPOALTECA	06/14/2023	$47.00
00687612	V00340	KIMLEY-HORN AND ASSOCIATES, INC	06/14/2023	$50,000.00
00687613	V00486	L N CURTIS & SONS	06/14/2023	$4,478.24
00687614	V00435	LANGUAGE LINE SERVICES	06/14/2023	$94.94
00687615	OTV002584	BETHANY RACHEL LARSON	06/14/2023	$32.00
00687616	V00728	LAWSON PRODUCTS, INC	06/14/2023	$48.07
00687617	OTV002824	LEAP PROPERTY MGMT	06/14/2023	$67.53
00687618	H0216	ALICE LIAO	06/14/2023	$3,016.00
00687619	V00555	LIFECOM, INC	06/14/2023	$65.00
00687620	OTV002818	JOHNSON T LY	06/14/2023	$45.42
00687621	OTV002851	QUI MAI	06/14/2023	$43.14
00687622	H4675	ZHIYAN MAO	06/14/2023	$2,836.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687623	OTV002854	MARY MEDINA	06/14/2023	$39.03
00687624	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	06/14/2023	$872.97
00687625	H0780	MONTEJO APARTMENTS	06/14/2023	$5,886.00
00687626	V00517	MONTGOMERY HARDWARE CO	06/14/2023	$1,920.11
00687627	H00353	MONTICELLO PROPERTY MANAGEMENT	06/14/2023	$1,365.00
00687628	OTV002327	SUN YEONG MOON	06/14/2023	$17.00
00687629	OTV002849	DANIEL MUNOZ	06/14/2023	$7.02
00687630	OTV002848	MY GROUPS INC	06/14/2023	$54.34
00687631	OTV002809	INC MY GROUPS	06/14/2023	$45.77
00687632	V03200	NAHROPSWRC	06/14/2023	$1,050.00
00687633	V00557	NATIONAL CONSTRUCTION RENTALS	06/14/2023	$557.03
00687634	OTV002703	HOI GIA NGO	06/14/2023	$154.00
00687635	OTV002844	HUNG NGO	06/14/2023	$49.49
00687636	OTV002843	HANH NGUYEN	06/14/2023	$2.02
00687637	OTV002829	HAU TRUNG NGUYEN	06/14/2023	$108.00
00687638	V02035	JULIE NGUYEN	06/14/2023	$119.00
00687639	OTV002701	KHANH HONG NGUYEN	06/14/2023	$53.00
00687640	OTV002795	PHUONG NGUYEN	06/14/2023	$1,238.62
00687641	OTV002656	PHUONG TUYET NGUYEN	06/14/2023	$177.00
00687642	OTV002505	THUY NGUYEN	06/14/2023	$12.00
00687643	V00459	O'REILLY AUTO PARTS	06/14/2023	$299.63
00687644	V00209	WHJ OCN,IND	06/14/2023	$725.00
00687645	OTV002846	GORDON R OLSON	06/14/2023	$99.75
00687646	V00756	PARKHOUSE TIRE, INC	06/14/2023	$3,999.44
00687647	OTV002704	RICHARD ARMANDO PEREZ	06/14/2023	$112.00
00687648	H4582	ANH THI PHAM	06/14/2023	$1,523.00
00687649	OTV002831	GIA PHAM	06/14/2023	$24.00
00687650	OTV001695	KY VAN PHAM	06/14/2023	$100.00
00687651	OTV002839	LINH PHAM	06/14/2023	$93.00
00687652	OTV002850	THAO PHAM	06/14/2023	$34.18
00687653	V00169	PSI	06/14/2023	$138.11
00687654	V00744	R J NOBLE COMPANY	06/14/2023	$1,075,195.08
00687655	OTV002252	RAMONA MARIE RAMOS	06/14/2023	$90.00
00687656	OTV000693	CASSANDRA MARIE RAZO	06/14/2023	$70.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687657	V00163	RETAIL MARKETING SERVICES INC	06/14/2023	$2,083.00
00687658	OTV002832	ROSALVA RIOS	06/14/2023	$93.00
00687659	OTV001839	EDGAR ROMAN	06/14/2023	$43.00
00687660	OTV002699	JASMIN ROSE ROMERO	06/14/2023	$235.00
00687661	OTV002406	DAVID DONALD ROOTEN	06/14/2023	$120.00
00687662	OTV001153	ROSA NGUYEN	06/14/2023	$16.00
00687663	V02990	GLENN ROSS	06/14/2023	$325.00
00687664	V00155	RPW SERVICES, INC	06/14/2023	$4,860.00
00687665	OTV002833	MA JUANA RUIZ	06/14/2023	$19.00
00687666	OTV002755	RHEA SOMER RUSTAN	06/14/2023	$69.00
00687667	OTV002698	ALEXUS FAITH SALDATE	06/14/2023	$100.00
00687668	V02926	SCA OF CA, LLC	06/14/2023	$59,737.10
00687669	OTV002655	MELINDA KAY SEAMAN	06/14/2023	$36.00
00687670	H00317	SEQUOIA EQUITIES HIDDEN HILLS	06/14/2023	$1,808.00
00687671	V00784	SHOETERIA	06/14/2023	$960.11
00687672	V00787	SMITH PIPE & SUPPLY COMPANY, INC	06/14/2023	$1,235.52
00687673	OTV002836	ARACELI SOLANO POZO	06/14/2023	$62.00
00687674	V01980	STEVE RAY SOLORIO	06/14/2023	$46.00
00687675	V01592	SPICERS PAPER, INC.	06/14/2023	$2,402.72
00687676	OTV002853	DANIEL STANDISH	06/14/2023	$48.09
00687677	V02206	STANDUP FOR KIDS, INC.	06/14/2023	$2,761.71
00687678	V00570	STRADLING, YOCCA,CARLSON & RAUTH	06/14/2023	$237.50
00687679	V00799	SUN BADGE COMPANY	06/14/2023	$1,002.63
00687680	OTV002477	FRANK DELANO SWIFT	06/14/2023	$64.00
00687681	OTV002840	THANH VAN THAI	06/14/2023	$43.51
00687682	V01389	THE HOME DEPOT PRO	06/14/2023	$227.49
00687683	V02921	THE KOREA DAILY	06/14/2023	$2,844.00
00687684	V00465	TIERRA WEST ADVISORS, INC	06/14/2023	$1,947.50
00687685	OTV001857	JENNIFER D. TILZER	06/14/2023	$20.00
00687686	H4616	VINH THAT TON	06/14/2023	$1,887.00
00687687	OTV002480	SALLY TORRES	06/14/2023	$45.00
00687688	OTV001694	DUNG KIM TRAN	06/14/2023	$102.00
00687689	OTV002852	KELLY TRAN	06/14/2023	$7.02
00687690	OTV001743	NIKKI TRAN	06/14/2023	$78.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687691	V02019	MY-NGOC THI TRINH	06/14/2023	$13.00
00687692	OTV001918	KHAI DUC TU	06/14/2023	$16.00
00687693	OTV002754	LYNN HUE TRUONG TU	06/14/2023	$23.00
00687694	V00809	TURBO DATA SYSTEMS, INC	06/14/2023	$5,109.73
00687695	OTV002838	TURNAROUND COMMUNICATIONS	06/14/2023	$2,209.62
00687696	V01975	DOMINGA TURNER	06/14/2023	$39.00
00687697	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	06/14/2023	$675.97
00687698	V00812	UNIFIRST CORP	06/14/2023	$982.82
00687699	V00814	UNITED PARCEL SERVICE	06/14/2023	$44.67
00687700	V01948	RENEE LYNN VICTOR	06/14/2023	$31.00
00687701	H4662	VISTA DEL SOL APARTMENTS	06/14/2023	$1,501.00
00687702	OTV002842	VAN VU	06/14/2023	$18.14
00687703	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	06/14/2023	$922.57
00687704	OTV002407	DEASIRAY ERICA WADE	06/14/2023	$125.00
00687705	V00564	WEST COUNTY TIRE & AUTO, INC	06/14/2023	$1,912.96
00687706	OTV001921	KIMBERLY WEST	06/14/2023	$7.00
00687707	V01044	WESTERN WATER WORKS	06/14/2023	$1,740.21
00687708	V01731	WILLDAN ENGINEERING	06/14/2023	$25,935.00
00687709	H00118	WOODBRIDGE APARTMENTS	06/14/2023	$1,969.00
00687710	V00582	WOODRUFF & SMART, A PROFESSIONAL CORP	06/14/2023	$139.80
00687711	V01208	YO-FIRE SUPPLIES	06/14/2023	$2,202.02
00687712	OTV002857	ASSEMBLY OF RVN VETERANS ASSOC OVERSEAS	06/14/2023	$100.00

EFT:	**42**	**$862,168.80**
Check:	**181**	**$1,634,529.31**
Total:	**223**	**$2,496,698.11**

City of Garden Grove
Certificate of Warrants
Register Dates:
06/21/2023

This is to certify the demands covered by EFT numbers 00038274 through 00038314, and check numbers 00687713 through 00687795 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038274	V02888	PETER ADAM	06/21/2023	$4,900.00
00038275	V03144	BRAZILIA ALTERATIONS	06/21/2023	$586.00
00038276	V03114	FIELDTEK ELECTRIC LLC	06/21/2023	$1,968.98
00038277	V02089	SHANNON WAINWRIGHT	06/21/2023	$553.85
00038278	V02922	AMERICAN WATER COLLEGE, LLC	06/21/2023	$498.00
00038279	V00422	ARC DOCUMENT SOLUTIONS, LLC	06/21/2023	$20.21
00038280	V00175	CALIFORNIA YELLOW CAB	06/21/2023	$10,019.75
00038281	V00224	CDW-GOVERNMENT, INC	06/21/2023	$798.90
00038282	V02708	CHC: CREATING HEALTHIER COMMUNITIES	06/21/2023	$45.00
00038283	V03145	CHERYL KAYE DESIGN STUDIO	06/21/2023	$3,600.00
00038284	V00305	EVIDENT CRIME SCENE PRODUCTS	06/21/2023	$620.24
00038285	V01305	FLEMING ENVIRONMENTAL, INC	06/21/2023	$7,078.86
00038286	OTV000879	GARDEN GROVE POLICE ASSOCIATION	06/21/2023	$17,581.54
00038287	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	06/21/2023	$3,590.00
00038288	V00218	GRAINGER	06/21/2023	$9,939.19
00038289	V01391	INTELEPEER CLOUD COMMUNICATIONS, LLC	06/21/2023	$2,245.18
00038290	V01816	INTERNATIONAL RIGHT OF WAY ASSOCIATION	06/21/2023	$415.00
00038291	V00716	INTERVAL HOUSE	06/21/2023	$1,440.00
00038292	V01286	JTB SUPPLY CO, INC	06/21/2023	$9,653.70
00038293	V02934	MEKONG PRINTING, INC.	06/21/2023	$331.69
00038294	V02883	INC. MOTION & FLOW CONTROL PRODUCTS	06/21/2023	$211.33
00038295	V02998	MOVING FORWARD PSYCHOLOGICAL INSTITUTE, INC	06/21/2023	$13,698.30
00038296	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	06/21/2023	$2,702.72
00038297	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	06/21/2023	$3,341.97
00038298	V00136	ORANGE COUNTY WELDING, INC	06/21/2023	$2,233.13
00038299	V02946	PAT WEST LLC	06/21/2023	$3,750.00
00038300	V00462	PRO-FORCE MARKETING, INC	06/21/2023	$3,924.08
00038301	V03020	PROJECT FINANCE ADVISORY LIMITED	06/21/2023	$79,379.50
00038302	V03212	SAFETY MANAGEMENT SYSTEMS	06/21/2023	$1,900.00
00038303	V01945	SAFEWAY SIGN COMPANY	06/21/2023	$9,578.14
00038304	V02904	SCOTT FAZEKAS & ASSOCIATES, INC.	06/21/2023	$6,093.04
00038305	V03094	STEPHEN DORECK EQUIPMENT RENTALS, INC.	06/21/2023	$673,796.65
00038306	V00384	STOMMEL, INC	06/21/2023	$630.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038307	V00261	STRICTLY TECHNOLOGY, LLC	06/21/2023	$104.13
00038308	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	06/21/2023	$883.00
00038309	V02803	VALLEY MAINTENANCE CORP.	06/21/2023	$11,846.00
00038310	V00035	VERITIV OPERATING COMPANY	06/21/2023	$34.26
00038311	V01729	WESTERN PROPANE SERVICES, INC	06/21/2023	$95.84
00038312	V01731	WILLDAN ENGINEERING	06/21/2023	$27,393.00
00038313	V03066	WRENCH REBEL COLLISION, LLC	06/21/2023	$3,128.26
00038314	V03223	XPRESS PRINT	06/21/2023	$25,000.00
00687713	V01500	ACTION DOOR REPAIR CORP	06/21/2023	$4,243.71
00687714	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	06/21/2023	$1,763.47
00687715	V01081	AMERICAN WATER WORKS ASSOC	06/21/2023	$7,488.00
00687716	V00514	AMTECH ELEVATOR SERVICES	06/21/2023	$180.31
00687717	V00640	ANGELUS QUARRIES, INC	06/21/2023	$147.90
00687718	V00864	ASSOCIATED SOILS ENGINEERING, INC	06/21/2023	$4,950.00
00687719	V00145	AUTONATION FORD TUSTIN	06/21/2023	$2,293.45
00687720	V00179	BC TRAFFIC SPECIALIST	06/21/2023	$3,184.20
00687721	V00429	BEE REMOVERS	06/21/2023	$290.00
00687722	V01342	BM INDUSTRY, INC	06/21/2023	$70.68
00687723	V00655	C WELLS PIPELINE MATERIALS, INC	06/21/2023	$18,204.75
00687724	V00411	CALIFORNIA FUELS & LUBRICANTS	06/21/2023	$214,550.00
00687725	V00660	CAMERON WELDING SUPPLY	06/21/2023	$1,260.00
00687726	V01667	CAPPELLO JANITORIAL SUPPLIES, INC	06/21/2023	$368.27
00687727	V00554	CARL WARREN & CO	06/21/2023	$450.00
00687728	V00579	COASTLINE EQUIPMENT	06/21/2023	$808.45
00687729	V03207	COLONIAL CARPET CO.	06/21/2023	$2,340.95
00687730	V00667	CONTINENTAL CONCRETE CUTTING, INC.	06/21/2023	$1,592.00
00687731	V00011	CORE AND MAIN, LP	06/21/2023	$9,667.34
00687732	OTV002860	MARY CORTEZ-VALADEZ	06/21/2023	$1,000.00
00687733	V00481	DATA TICKET, INC	06/21/2023	$582.10
00687734	V02871	DBS ADMINISTRATORS, INC.	06/21/2023	$7,038.61
00687735	V01183	DEPARTMENT OF JUSTICE	06/21/2023	$1,537.00
00687736	V00233	FACTORY MOTOR PARTS CO BIN 139107	06/21/2023	$2,176.07
00687737	V02257	FRANCHISE TAX BOARD	06/21/2023	$249.09
00687738	V00054	GALLS LLC	06/21/2023	$4,588.46

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687739	OTV001825	GARDEN GROVE SCHOOL ADMINISTRATOR'S ASSOCIATION	06/21/2023	$500.00
00687740	V00588	GMS AUTOGLASS	06/21/2023	$212.06
00687741	V00097	GOLDENWEST LAWNMOWERS & SCOOTERS	06/21/2023	$58.70
00687742	OTV002859	EDGAR F GOMEZ	06/21/2023	$500.00
00687743	V00613	GUITAR CENTER STORES, INC	06/21/2023	$1,761.87
00687744	V00711	HILL'S BROS LOCK & SAFE, INC	06/21/2023	$133.07
00687745	V02308	HIRSCH PIPE & SUPPLY CO. INC	06/21/2023	$17.07
00687746	V02447	HUMAN OPTIONS	06/21/2023	$7,276.88
00687747	V03208	IMPERIAL SPRINKLER SUPPLY	06/21/2023	$950.12
00687748	V00038	JEANNE K DUNHAM LCSW	06/21/2023	$1,890.00
00687749	V00220	LABSOURCE, INC	06/21/2023	$135.94
00687750	V00769	LEGAL SHIELD	06/21/2023	$650.75
00687751	V01504	MAIN STREET SIGNS	06/21/2023	$9,558.04
00687752	V00206	MCCALL'S METER SALES & SERVICE	06/21/2023	$140.00
00687753	V02418	MCCROMETER	06/21/2023	$1,399.22
00687754	V00020	MCFADDEN DALE INDUSTRIAL HARDWARE	06/21/2023	$103.76
00687755	V00737	MERCHANTS BLDG MAINT, LLC	06/21/2023	$1,559.42
00687756	V00151	MERCY HOUSE LIVING CENTERS	06/21/2023	$55,812.69
00687757	V01177	METROLINK TRAINS	06/21/2023	$777.00
00687758	V00365	MOMAR INC	06/21/2023	$1,645.94
00687759	V00270	MONTROSE ENVIRONMENTAL SOLUTIONS	06/21/2023	$8,545.33
00687760	V01280	NATIONAL CREDIT REPORTING	06/21/2023	$83.70
00687761	V01866	NGUOI VIET DAILY NEWS	06/21/2023	$1,150.00
00687762	V00742	NICKEY PETROLEUM CO , INC	06/21/2023	$463.82
00687763	V00209	WHJ OCN,IND	06/21/2023	$515.00
00687764	V00371	OFFICE DEPOT, INC	06/21/2023	$3,046.94
00687765	V00563	ORANGE COUNTY STRIPING SERV	06/21/2023	$74,450.79
00687766	V01649	ORANGE COUNTY TRANSIT AUTHORITY	06/21/2023	$3,597.36
00687767	V00164	PACIFIC MEDICAL CLINIC	06/21/2023	$2,205.00
00687768	V00701	PACIFIC MOBILE STRUCTURES, INC	06/21/2023	$5,458.78
00687769	V00756	PARKHOUSE TIRE, INC	06/21/2023	$110.00
00687770	V00598	PARKWOOD LANDSCAPE MAINTENANCE, INC	06/21/2023	$13,552.25
00687771	V01106	PARMA	06/21/2023	$300.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687772	V00761	PETTY CASH - MUN SRVC CTR	06/21/2023	$946.85
00687773	V01316	QUINN COMPANY	06/21/2023	$747.48
00687774	V02618	R3 CONSULTING GROUP	06/21/2023	$2,137.50
00687775	V00155	RPW SERVICES, INC	06/21/2023	$3,960.00
00687776	V00779	S C YAMAMOTO, INC	06/21/2023	$2,100.00
00687777	V00850	SAFARILAND, LLC	06/21/2023	$140.24
00687778	V00592	SAXE-CLIFFORD, PH D, SUSAN	06/21/2023	$900.00
00687779	V02926	SCA OF CA, LLC	06/21/2023	$986.70
00687780	V00784	SHOETERIA	06/21/2023	$317.95
00687781	V00785	SHRED CONFIDENTIAL, INC	06/21/2023	$210.00
00687782	OTV002858	BRENDA D. SOLORIO	06/21/2023	$1,255.00
00687783	V00160	SOUTHERN COUNTIES OIL COMPANY	06/21/2023	$33,580.09
00687784	V00799	SUN BADGE COMPANY	06/21/2023	$565.08
00687785	V01623	TRAFFIC MANAGEMENT, INC	06/21/2023	$550.15
00687786	V00809	TURBO DATA SYSTEMS, INC	06/21/2023	$7,517.18
00687787	V01094	ULINE, INC	06/21/2023	$1,048.13
00687788	V00815	UNITED RENTALS NORTHWEST, INC	06/21/2023	$2,047.76
00687789	V01805	UNITED WELDING & FABRICATION, INC	06/21/2023	$435.00
00687790	V01201	US BANK	06/21/2023	$5,750.00
00687791	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	06/21/2023	$1,294.38
00687792	V03209	WEBSTAURANT STORE, LLC	06/21/2023	$3,880.34
00687793	V00134	WILLIAMS & MAHER, INC	06/21/2023	$3,194.67
00687794	V00112	WM OF SOUTHERN CALIFORNIA	06/21/2023	$1,056.00
00687795	V01208	YO-FIRE SUPPLIES	06/21/2023	$323.04

EFT:	**41**	**$945,609.44**
Check:	**83**	**$564,529.85**
Total:	**124**	**$1,510,139.29**

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Adoption of a Resolution amending certain user fees. *(Action Item)*	Date:	7/25/2023

OBJECTIVE

For the City Council to conduct a public hearing to consider the adoption of the attached resolution amending certain user fees.

BACKGROUND

State law authorizes the City to adopt and implement fees, rates, and charges for municipal services up to the estimated reasonable cost of providing such services. The City Council has previously approved fees and charges for various City services. In 1994, the City Council adopted a Master Fee Schedule, which combined the City's fees for various services into one document.

DISCUSSION

User fees and charges are payments for voluntarily purchased, publicly provided services that benefit specific individuals, rather than the general public. Sound financial management principles encourage the full recovery of the costs for providing these services, as it protects the general public's best interest. Since the fees and charges are to be established based on actual costs, it is necessary to review the fees on a regular basis to ensure full cost recovery.

In a recent review, staff identified several fees that require update to properly reflect the current costs for both labor and materials to ensure fairness. While adjusting these fees, the City also strives to benchmark with surrounding Orange County cities and ensure our fees are not only reasonable, but also comparable.

Staff is proposing to adjust the following fees:

Public Works Class "B" Permits

Description	Current Rate	Proposed New Rate
Inspection charges for permits	$115.00/hour	$120.00/hour

Overtime inspection charges (before and after normal working hours, weekends, holidays, etc.)	$172.50/hour	$180.00/hour
Engineering plan check for public improvements (tracts & non-tracts)	$145.00/hour	$155.00/hour
Final map check Lot line adjustment Parcel Tract	 $145.00/hour $145.00/hour $145.00/hour	 $155.00/hour $155.00/hour $155.00/hour

The Class "B" Permit fees are established to recover the City's costs for inspections, plan checks, and staff time for certain development projects. Historically the City has contracted consultants to provide necessary services for permitting and inspections. Current fees are established based on previous consultant agreements and fee rates. Contractual fees have increased and staff is proposing to amend the existing fee schedule to reflect the current fee rates under the new consultant agreements for professional inspection and plan check services to achieve full cost recovery.

Under the current contract, the rates for the Class "B" permit related services are:

Title	Hourly Rate
Professional Consultant	$155.00
Construction Inspector	$120.00
Inspector Overtime	$180.00

Police Services

Description	Current Rate	Proposed New Rate
Reports and Administrative Services Copies of Reports/Records	 $0.10/page	 $20.00/report
Alarm and Alarm System Subscribers False alarm unpermitted or expired permit (each) paid within 30 days of billing If paid more than 30 days after billing	Omitted Omitted	Number of false alarms in the past 12 months times $50.00 Add $25.00
Cost Reimbursement for Jail Inmate Booking City arrestee cost recovery (on conviction) City blood test cost recovery (on conviction)	 $250.00 $105.00	 Remove Remove

The current fee for producing copies of reports/records was established many years

ago. Cost of labor, materials and postage has gone up significantly over the years, the current fee of $0.10 per page is no longer sufficient to cover the cost of staff producing them. Additionally, it creates more administrative burden to charge per page, as each invoice has to be calculated based on the number of pages produced. Staff from the Police Department had carefully reviewed and calculated the cost of producing these records and report over the past couple of years, and proposed to change the fee to a standard $20.00 per report, based on average labor and material involved in producing such report. The proposed fee is minimal comparing to other law enforcement agencies charge, but improves the City's ability to recover our cost and reduces the related administrative burden.

The current fee schedule does not have a false alarm fee established for unpermitted or expired alarm permits. The Police Department is proposing to add such fees at the same rate as the existing permitted alarms, without providing the first two courtesy false alarm response charges. False alarms are costly for our Police personnel, and when responding to these false alarms, available resources are taken away from responding to real emergency situations. By assessing a minimum fee, it encourages business and home owners to be more responsible with the maintenance of their alarms, and reduces the waste of our valuable law enforcement resources.

The Police Department is proposing to remove the section of "Cost Reimbursement for Jail Inmate Booking" under the Police Services Section of the current fee schedule. California Assembly Bill 1869 Criminal Fees took effect on July 1, 2021, which eliminated a total of 23 fees, including the "arrest and booking city jail" fees. Collection of these fees were discontinued with the passage of AB 1869. As such, the entire section of "Cost Reimbursement for Jail Inmate Booking" is to be removed from the current fee schedule.

Community Services

The Community Services Department has completed a comprehensive fee study in the Spring of 2023. As a result, staff restructured the entire Community Services fee schedule. Classifications are standardized across all facilities, and rates are adjusted based on actual costs and survey results of other Orange County cities. A comparison of current and proposed fees are is demonstrated on Schedule A attached, and a revised fee schedule for Community Services fees is shown on Schedule B.

A public hearing is required for amending user fees, and a notice was published on July 12, 2023 and again on July 19, 2023, in accordance with Government Code Section 6062(a). The proposed user fee changes and documentation were made available for public review at the City Clerk's office. Once approved, the new fees will become effective 60 days after the adoption of the attached resolution.

FINANCIAL IMPACT

It is estimated that the proposed fees will better achieve cost recovery in relations to providing the perspective services and facility uses.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing; and
- Adopt the attached Resolution amending certain user fees.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1 - Resolution Amending User Fees	7/17/2023	Exhibit	Attachment_1_-_Resolution_-_Fee_Update-2023.pdf
Attachment 2 - Revised User Fee Schedule	7/19/2023	Exhibit	Attachment_2_-_ScheduleA-2023User_Fees.pdf
Attachment 3 - Summary of User Fee Changes	7/17/2023	Exhibit	Attachment_3_-_ScheduleB-Summary_of_Changes.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, AMENDING USER FEES FOR VARIOUS CITY SERVICES

WHEREAS, State law authorizes a city to adopt and implement fees, rates, and charges for municipal services, provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services;

WHEREAS, the various departments of the City of Garden Grove have identified certain services provided on request to members of the public and organizations;

WHEREAS, the actual and direct costs to the City to provide these services have been calculated and analyzed, and where the cost of such services have changed, a revised fee or charge has been determined as set forth in Schedule A attached hereto;

WHEREAS, the actual and direct costs to the City to provide certain other services have been calculated and analyzed and fees or charges for such other services are set forth in Schedule A;

WHEREAS, the revised fees and charges are based on the actual or estimated reasonable cost of providing the services, including labor, materials, and overhead, and do not exceed such costs;

WHEREAS, the City Council has previously established fees and charges for various City services in Resolution No. 8726-06, as amended by Resolution Nos. 8730-06, 8731-06, 8791-07, 8794-07, 8823-08, 8861-08, 8902-09, 8999-10, 9064-11, 9073-11, 9137-12, 9171-13, 9175-13, 9216-14, 9301-15, 9389-16, 9390-16, 9401-16, 9406-17, 9442-17, 9460-17, 9468-17, 9490-18, 9514-18, 9532-18, 9556-19, 9575-19, 9607-20, 9669-21, 9762-22 and each such established fee and charge is unaffected by this Resolution, unless such fee or charge is superseded by a revised fee or charge in Schedule A;

WHEREAS, pursuant to legal notice, a Public Hearing was held by the City Council on July 25, 2023, and all interested persons were given an opportunity to be heard; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove does hereby amend fees and charges as set forth in Schedule A attached hereto. The revised fees and charges in Schedule A supersede any fees and charges previously adopted for the same user and development processing fees.

BE IT FURTHER RESOLVED that in order to provide the public an easy-to understand schedule of fees, the City Clerk is directed to compile and make available upon request an updated schedule of fees and charges for City services that combines: (1) the list of previously-established service fees and charges that are not addressed by this Resolution, with (2) the list of services subject to revised fees and charges attached hereto as Schedule A. The combined list is for public information purposes, and clerical or other errors or omissions in the preparation of the list shall not have the effect of increasing, decreasing, invalidating, or waiving adopted fees or charges.

BE IT FURTHER RESOLVED that the fees attached in Schedule A shall become effective 60 days from the adoption of this Resolution.

USER FEES
FOR
VARIOUS CITY SERVICES

GARDEN GROVE

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RESOLUTION INDEX

Fees Established per Resolution 43

SECTION 1 - POLICE SERVICES

Reports and Administrative Services

Copies of Reports/Records ..... $20.00 per report
8 x 10 Color Photograph (reprographic copy) ..... $0.15 per page
CD/DVD (data, video, audio, photos) $20.00

	Uniform Fee
Citation Checks and Vehicle Identification No	$12.00
Bingo Badges	$20.00
Clearance Letter for Visa	$5.00
Subpoena Duces Tecum Filing Fee.	$15.00
Live Scan Fingerprinting Fee	$25.00

Vehicle Release Fee (per vehicle)

Vehicles towed by Police Order pursuant to an arrest for driving under the influence……..…….…. $250.00
Vehicles towed by Police Order for 30-Day impounded vehicles—Unlicensed, suspended, revoked, and expired drivers licenses and vehicle forfeiture $210.00
Vehicles towed by Police Order pursuant to an arrest or citation (except as identified above); or impounded for evidentiary purposes $210.00
Vehicles towed for routine storage (stored for obviously abandoned) $200.00
Vehicles towed for routine storage (disabled in roadway, towed through no fault owner) $150.00
Recovered stolen vehicles ..... NO FEE
Repossession Release Fee $15.00

Alarm and Alarm System Subscribers

Business annual permit - within 30 days of due date. $25.00
Business annual permit - after 30 days of due date $50.00
Residential 3-year permit - within 30 days of due date $30.00
Residential 3-year permit - after 30 days of due date. $55.00
False Alarm (each) - over 2 during any 12-month period, paid within 30 days of billing. ……...…...(Number of false alarms in the last 12 months, minus 2, times $50.00)
If paid more than 30 days after billing ..... add $25.00
False Alarm Unpermitted or Expired Permit (each) paid within 30 days of billing. ……...…...(Number of false alarms in the last 12 months, minus 2, times $50.00)
If paid more than 30 days after billing ..... add $25.00
Each activation of a false alarm indicating violation of Penal Code Section 211 (armed robbery), paid within 30 days of billing $100.00
Each activation of a false alarm indicating violation of Penal Code Section 211 (armed robbery), paid after 30 days of billing. $125.00

~~**Cost Reimbursement for Jail Inmate Booking**~~

~~A fee for actual costs shall be assessed to each arrestee booked into the Orange County Jail, or alternate jail facility under contract with the City to provide booking and detention services, for lawful arrest. Said fee shall be based upon the amount the Orange County Board of Supervisors has authorized the County of Orange to charge municipal police departments for booking arrestees at the Orange County Jail, or fees agreed upon in the contract between the City and alternate jail facility. The arrestee shall be presumed to be liable for the cost incurred for the County of Orange or contract jail facility Inmate Booking Fee.~~

~~A fee also shall be imposed for extraordinary costs associated with a booking, such as blood and/or breath testing for narcotics and/or alcohol, as required by law for any person lawfully arrested and detained for narcotic and/or alcohol violation(s) and for cost recovery collection by private law firm.~~

~~These fees shall be due, owing, and payable by the arrestee after release from custody, whether said arrest results in formal charges or not.~~

~~Note: Any person or entity contesting the above fees shall be entitled to a hearing before the Chief of Police or his designee upon filing an appeal. Hearing shall be held in the manner set forth in the Police Department manual. Bills for these fees shall contain a notice of the right to a hearing. In the event of an appeal, a copy of the procedure shall be made available to the party filing the appeal.~~

~~City Arrestee Cost Recovery (on Conviction)..... $250.00~~
~~City Blood Test Cost Recovery (on Conviction) ..... $105.00~~

Police Response Service

Response Service at Large Gatherings on Private Property (per Officer) $2.00/minute
Damage to City equipment or property and treatment for injury to any officer
arising from such service.....actual cost +10.5% for admin. Overhead
DUI Traffic Collisions (per Officer)..... $2.00/minute
Hazardous Spills (per Officer) $2.00/minute

Note: Any person or entity contesting the above fees shall be entitled to a hearing before the Chief of Police or his designee upon filing an appeal. Hearing shall be held in the manner set forth in the Police Department manual. Bills for these fees shall contain a notice of the right to a hearing. In the event of an appeal, a copy of the procedure shall be made available to the party filing the appeal.

Other Police Fees/Services

Escort Bureau and Introductory Service Application, original or renewal,
pursuant to GGMC Section 5.55.070..... $200.00
Escort Bureau Application, original or renewal, pursuant to GGMC Section 5.55.120 ..... $200.00
Escort Bureau Application for sale or transfer of interest in business, pursuant to
GGMC Section 5.55.140..... $200.00
Escort Bureau Application for change of business premise location or change of business
name, pursuant to GGMC Section 5.55.150..... $ 25.00
Massage Operator Permit. $661.00
Massage Technician Application Fee (unless licensed by the State). $290.00

Pawnbroker
Permit……..……$350.00
Peep Show Application Investigation Fee $210.00
Peep Show Device Permit, original or renewal, per device, see GGMC Section 5.60.050. ..... $ 15.00
Pool Room
Permit……...$350.00
Principal Solicitors Permit. $250.00
Single Solicitors Permit. $100.00
ehand Dealer Permit. $350.00
Tow Application Fee. ..... $ 450.00
Annual Tow Inspection/Renewal Fee. $250.00
Tow Company Owner Background Check. $81.00
Tow Driver Permit and Background Check $100.00
Renewal Tow Driver Background Check (required bi-annually) $60.00

SECTION 2: FIRE SERVICES

The City of Garden Grove contracts with the Orange County Fire Authority. Please visit www.ocfa.org for information on fees and services.

Emergency Response Fee

Advanced Life Support

Per Call $387.35

Non-Resident First Responder

Per Call $387.35

SECTION 3 - COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Planning Fee Schedule

Application	Fee
Director's Review—Existing Single Family	$175.00
Director's Review—Duplex and Triplex	$1600.00
Director's Review—All Others	$600.00
Front Yard Determination	$175.00
Street Vacation	$1850.00
Zone Change	$2700.00
Site Plan	$3375.00
General Plan Amendment	$2925.00
Specific Plan.	Cost + 15%
Conditional Use Permit (All)	$3150.00
Animal Conditional Use Permit.	$300.00
Cottage Food Operation Permit	100.00
Variance--Existing single-family residential lot	$500.00
Variance--All others	$2525.00
Tentative Tract Map.	$3788+$17.00/lot
Tentative Parcel Map	$2138+$17.00/lot
Lot Line Adjustment.	$1465.00
Planned Unit Development.	$4725.00
Modification to Approved Plans.	1/2 cost of current fee
Home Occupation Permits.	$150.00
Ordinance Amendments	$2625.00
Interpretation of Use by Zoning Administrator.	$325.00
Interpretation of Use by Planning Commission.	$575.00
Environmental Impact Report.	Cost + 15%
Environmental Impact Monitoring.	$50.00/hour
Negative Declaration.	$775.00
Notice of Exemption.	$200.00
Mitigated Negative Declaration	$1050.00
Time Extension.	50% of original fee paid
Letters of Zoning Confirmation.	$85.00
Letters of Flood Plain.	$85.00
CC&R's Review.	$300.00
Ministerial Screening.	$100.00
Administrative Review for Extension of Hours .	$250.00
Pre-Application Review (deposit of $700 required at time of submittal)	$50.00/hour
Neighborhood/Community Meeting Fee	$450.00
Public Noticing Fee (with legal ad)	$345.00
Modification to Conditions of Approval	1/2 cost of current fee
Wireless Telecommunications Facility Technical Review	cost+15%
Wireless Telecommunications Facility Master Plan Fee	cost +15%
Plan Check	
Single Family Residential (Up to three houses)	20% of building permit fee, not to exceed $50.00
All Other Residential	10% of building permit fee, Not to exceed $500.00
Tenant Improvements	20% of building permit fee, not to exceed $50.00
Commercial and Office	10% of building permit fee, Not to exceed $500.00
Planning Document Retention Fee	$35.00

Development Impact Fee

Projects may be assessed, through a Developer Agreement, a Development Impact Fee to offset impacts not covered by other fees.

Appeals

Conditional Use Permit ..... $480.00 *
Site Plans ..... $350.00 *
Other Community Development. ..... $350.00 *

* Applicant or Tenants/owners within legal notification area--appeal fee $100.00

Other Appeal Fees

Permit Type	Fee
Bath House/Massage Parlor Permit.	$250.00
Canvasser/Solicitor Permit.	$250.00
Taxicab Permit	$250.00
Escort Service Permit.	$250.00
Peep Show Permit	$250.00
Alarm User Permit	$250.00
Private Dance Permit.	$250.00
Motorcycle Operation on Private Property Permit.	$250.00
Property Owner Permit for Motorcycle Use Permit.	$250.00
Bingo License	$250.00
Water Code Noncompliance.	$250.00
Appeals of Towing Abandoned, Wrecked, or Inoperative Vehicles.	$250.00
Other Appeals of permit denials, revocations, or administrative actions referenced in the Garden Grove Municipal Code which do not have fees otherwise established by ordinance or resolution	$250.00

Upon determination by the City Manager or other City Council-designated party, the above appeal fees may be waived for hardship reasons.

Park Facilities Fee Schedule

Quimby Fee – Subdivisions / Neighborhood Parks

Land Use	Fee Effective 02/13/2017	Fee Effective 02/12/2018	Fee Effective 02/12/2019
Single Family (Dwelling Unit)	$7,600	$9,700	$11,794
Multi Family (Dwelling Unit)	$6,900	$8,300	$9,804

Mitigation Fee – Non-Subdivisions / Citywide Park

Land Use	Fee Effective 02/13/2017	Fee Effective 02/12/2018	Fee Effective 02/12/2019
Single Family (Dwelling Unit)	$5,700	$5,900	$6,061
Multi Family (Dwelling Unit)	$5,038	$5,038	$5,038

Temporary Use Permit

Temporary trailers or modular structures. $100.00

Community Events Fees

Note: All events may be charged additional hourly fees at the rate of ..... $40.00/hour for necessary services such as traffic control, cleanup, etc.
Carnivals $100.00
Parades $100.00
Parade Peddler Fees..... $10.00/day/person
Street Closures (block parties, etc.). $50.00
Delivery and Pick-Up of barricades/delineators. ..... $75.00 +$3.00/barricade/day
Other Outdoor Events..... $50.00

Neighborhood Events Fees

Street Closures (block parties, etc.). $50.00
Block Party Permit (4th of July)……$136.50
Bazaars, Bake Sales, Rummage Sales (non-profit organizations) $20.00

Special Events Sales/Temporary Advertising Fees

Note: All events may be charged additional hourly fees at the rate of ..... $40.00/hr. for necessary services such as traffic control, cleanup, etc.
Individual Business $35.00/permit
Shopping Center/Management Firm..... $60.00/permit

Bus Shelter/Bus Bench Fee

Bus Shelter Security Deposit (Cash)..... $500.00
Bus Bench Security Deposit (Cash)……$250.00

Building Permit Fees

Administrative Fees (Applicable to all permit types)

Issuance Fee for Single Permit..... $35.00
Issuance Fee for Combination Permit..... $70.00
Building Permit Software Fee ……$10.00
Building Permit Document Retention Fee ……$5.00
Plan Retention Fee..... $4.00/sheet
Supplemental Permit Issuance Fee $15.00
Refunds (No Work Done)..... 80% less Issuance Fee
Certificate of Occupancy--In conjunction with final inspection approval..... No Charge
Certificate of Occupancy--When no inspection required (Reissuance)..... $25.00
Research and processing of code modification (one hour minimum) $90.00/hour
Research and processing of alternative materials/methods (one hour minimum) $90.00/hour
Application for plan duplication $30.00
Inspection fee..... ..... $130.00

Reinspection fee. $130.00
Overtime Inspection Fee (Inspection made outside normal business hours).....$90.00/hour (two hour minimum)
Strong Motion Instrumentation Program (CPRC Section 2705)
Residential construction up to three stories (excluding hotels and motels).....$13.00/$100,000 valuation
All other building permits .....$28.00/$100,000 valuation
State Building Standards Administrative Special Revolving Fund Fee (HSC Section 18931.6)

Permit Valuation	Fee
$1 – $25,000	$1.00
$25,001 – $50,000	$2.00
$50,001 – $75,000	$3.00
$75,001 – $100,000	$4.00
Every $25,000 or fraction above $100,000	Add $1.00

Building Permit/Plan Review

Plan Review fee.....65% of Permit Fee ($60.00 min.)
NOTE: Increase fee by 10 percent if the project is subject to the state green building standards.
Increase fee by 10 percent if the building is subject to the state disabled access standards.
Increase fee by 10 percent if the project is subject to the state energy conservation standards.
Increase fee by 2 percent if building or project is located in a flood hazard overlay zone.
If more than one increase applies, they shall be cumulative.
Supplemental Plan Review (one hour minimum) $135.00/hour
Commercial Photovoltaic Energy Systems Plan Check (based on specific review time).....$135.00/hour
Commercial Photovoltaic Energy Systems Permit (based on specific inspection time).....$80.00/hour

Total Valuation	Fee
Less than $500.00	$40.00
$500.01 to $2,000.00.	$40.00 for the first $500 plus $3.00 for each additional $100.00 or fraction thereof, to and including $2,000.00.
$2,000.01 to $25,000.00	$92.00 for the first $2,000 plus $13.25 for each additional $1,000.00 or fraction thereof, to and including $25,000.00
$25,000.01 to $50,000.00	$404.75 for the first $25,000.00 plus $10.25 for each additional $1,000.00 or fraction thereof, to and including $50,000.00
$50,000.01 to $100,000.00	$671.00 for the first $50,000.00 plus $6.50 for each additional $1,000.00 or fraction thereof, to and including $100,000.00.
$100,000.01 to $500,000.00	$1,086.00 for the first $100,000.00 plus $5.15 for each additional $1,000.00 or fraction thereof, to and including $500,000.00.
$500,000.01 to $1,000,000.00	$3,226.00 for the first $500,000.00 plus $4.40 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00
$1,000,000.01 and up.	$5,576.00 for the first $1,000,000.00 plus $2.85 for each additional $1,000.00 or fraction thereof.

Electrical Permit Fees

Electrical Plan Review Fee ..... . 85% of Building Permit fee ($80 min.)

Inspection Fee..... $130.00
Electrical Meter Re-set..... $30.00

System Fees

Conditioned space $0.065/s.f
Non-conditioned space..... $0.055/s.f.
Temporary Power Pole..... $60.00
each additional pole..... $20.00

Unit Fee Schedule

Receptacle, switch, lighting outlets, and fixtures .....…….$1.00 each/first 20; $0.75 each additional
Pole: power, light, etc. (includes one light fixture) $9.50
Each additional light fixture on single pole $4.00
Residential appliance (each) $9.50
Non-residential appliances (each)..... ..... $9.50
Power apparatus (each)
Not over one HP/kW/kVA/kVAR..... $9.50
Over one but not over ten HP/kW/kVA/kVAR..... $12.00
Over ten but not over 50 HP/kW/kVA/kVAR $25.00
Over 50 but not over 100 HP/kW/kVA/kVAR $45.00
Over 100 HP/kW/kVA/kVAR..... $70.00
Busways, floor ducts and special raceways (per 100 feet or fraction thereof) $9.50
Signs: outline lighting and marquees (supplied by one branch) $50.00
Additional circuits in same device.....$9.50 each
Services 600V max., 200 amps max..... $30.00
Services 600V max., 201 to 1,000 amps..... $65.00
Services over 1,000 AMPS or over 600V $125.00
Switchboard, Motor Control Center, etc..... $40.00
each addl. section over one. $30.00
Subpanels/Distribution Panels (single phase)..... $30.00
Subpanels/Distribution Panels (three phase) $65.00
Swimming Pool/Spa..... $65.00
Fireworks Booth Electrical (per booth) $37.50

Mechanical Permit Fees

Mechanical Plan Check Fee..... 85% of Building Permit fee ($80.00 min.)
Furnace, through 100,000 BTU $30.00
100,001 through 1,000,000 BTU $45.00
more than 1,000,000 BTU..... $75.00
Installation or relocation of floor furnace, suspended heater,
wall heater, or unit heater..... $30.00
Installation of appliance vent only (not included in appliance permit)..... $22.00
Repair, alteration, or addition to any heating, cooling, refrigeration, or absorption system. $30.00
Evaporative Cooler..... $30.00

Boilers, Compressors, and Absorption Systems
- Up to 3 h.p. or 100,000 BTUs $30.00
- Up to 15 h.p. or 500,000 BTUs $35.00
- Up to 30 h.p. or 1,000,000 BTUs $45.00
- Up to 50 h.p. or 1,750,000 BTUs $75.00
- Over 50 h.p. or 1,750,000 BTUs $125.00

Air Handling Unit through 2,000 CFM. $30.00
Air Handling Unit through 10,000 CFM $45.00
Air Handling Unit more than 10,000 CFM $75.00
Ventilation and Exhaust
- Vent fan connected to single duct (each) $22.00
- Separate ventilation system (e.g. domestic range hood) $22.00
- Type I Commercial Ventilation Hood $45.00
- Type II Commercial Ventilation Hood $30.00

Fire Damper (each). ..... $9.50 each
Decorative Fireplace $30.00
Each appliance or piece of equipment regulated by the UMC
- but not specifically mentioned herein. $30.00

Plumbing Permit Fees

Plumbing Plan Check Fee ..... 85% of Building Permit fee ($80.00 min.)
Fixtures and Vents
- For each plumbing fixture or trap not specifically listed below, or set of fixtures on one trap (including water and drainage piping and backflow prevention) $9.50
- Garbage Disposal. $9.50
- Dishwasher $9.50
- Automatic Washing Machine $9.50

Sewers, Disposal Systems, and Interceptors
- Building Sewer - 1st 100 ft. $30.00
- Building Sewer (each additional 100 ft.). $9.50
- Cesspool/Leachline Replacement (1 cesspool or leachline) $75.00
  - each additional cesspool or leachline $35.00
- Private Sewage Disposal System. $95.00
- Industrial waste pre-treatment interceptors, including trap and vent $95.00
- Each occupancy termination of a sewer system/building drain $30.00
- Rainwater system, per drain $9.50

Water Piping, Water Treating, and Water Heaters
- Water Piping (each additional 100 ft.) $30.00
  - each additional 100 feet $9.50
- Water treating equipment, water softeners, etc. $9.50
- Industrial waste pre-treatment interceptor, sand trap, receptor $95.00
- Water Heater (and vent). $30.00
- Occupancy termination of water service $30.00

Gas System - up to 5 outlets. $18.50
- each additional outlet. $3.50

Lawn Sprinklers, Vacuum Breakers, and Backflow Prevention devices
- Lawn Sprinklers (S.F.D.'s) including backflow protection device. $9.50
  - Each additional backflow device $2.50
- Non-residential sprinklers with atmospheric type vacuum breakers or backflow prevention device--1 to 5 devices $15.00
  - each additional device $3.50

Non-residential sprinklers with non-atmospheric backflow prevention device--
2" and smaller, per device $15.00
over 2", per device $17.50
On-site fire hydrant, first hydrant $125.00
Each additional hydrant $95.00
Swimming pools, spas, and hot tubs (piping, fixtures, and appurtenant devices) $65.00
For each appliance or piece of equipment regulated by the Plumbing Code, but not classed in other appliance categories of for which no fee is listed $9.50

Additional Building Service Fees

1. Administrative Board of Appeals Filing Fee $225.00

2. One-Stop Construction Services Center Surcharge. ..... Increase building permit fees by 2%

Art in Public Places Fee

This fee applies to all office, commercial, and industrial developments within the city of Garden Grove.

Total Valuation	Fee
Up to $499,999.00	No fee
$500,000.00 to $1,000,000.00	1/4 of 1% of total valuation
Over $1,000,000.00	$2,500.00 plus $500.00/each whole one million dollars thereafter.

General Plan and Cultural Arts Fee

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

Code Enforcement Reinspection Fees

First Reinspection. $70.00
Subsequent Reinspection. $100.00

Density Bonus Housing Agreement Attorney Fee

For developers requesting a density housing bonus $1,500.00

SBA Loan Program Administration Fee

This fee applied to applications for the Small Business Development Center loans. $75.00

Weed Abatement Program

Survey and Notification Fee $25.00
Administration of Abatement Fee ..... 25% of City Contractor's Cost of Abatement

SECTION 4 - PUBLIC WORKS

Oversize Permit Fees

Issuance Fee $15.00
Individual Permit $15.00
Annual Permit $90.00

Engineering Fee Schedule

Penalty for failure to obtain permit prior to work started shall be double the permit fee.
Issuance Fee $50.00

Class "A" Permits

Minor Excavation. $100.00
Minor Excavation with Boring. $200.00
Residential Sidewalk $100.00/lot
Residential Driveway. $100.00/driveway
Commercial Driveway. $200.00/driveway
Commercial / Arterial Sidewalk $200.00
Residential Curb & Gutter $100.00
Commercial Arterial Curb & Gutter $200.00
Material / Equipment Storage in St. $100.00
Permit Refund (no work done) ..... 100% Less Issuance Fee
USA Markings (DIG ALERT) ..... $160.00 applied to street permits/grading plans

Class "B" Permits

Inspection charges for permits shall be ..... $120.00/hour (unless otherwise noted below). Work will be billed on the number of hours expended plus $50.00 issuance fee.

Overtime Inspection Charge (before and after normal working hours, weekends, holidays, etc.) ..... $180.00/hour (minimum four hours)
Refund (no work done) ..... 100% Less Issuance Fee
Standards $20.00

Engineering Plan Check for Public Improvements (Tracts & Non-Tracts) ..... $155.00/hour, deposit of 3% of construction cost, as determined by Engineering Division, required

Engineering Plan Check for Private Projects
- Single Family Residential (Up to three houses) ..... 15% of building permit fee, not to exceed $55.00
- Tenant Improvements ..... 15% of building permit fee, not to exceed $55.00

Final Map Check
- Lot line Adjustment $155.00/hour
- Parcel $155.00/hour
- Tract $155.00/hour

Public Improvement Inspection (except utility companies). ..... 5% of construction cost as determined by Engineering Division

Parkway Tree ..... $2.50/l.f.
Traffic Control Set-Up & Others $100.00

Construction and Demolition (C&D) Fees

Non-refundable Waste Recycle Program Administrative Fee……..$170.00

Refundable Deposit Fee
Small Projects (Valuation of $10,000 and under) $500.00
Large Projects (Valuation over $10,000)..... $1,000.00

Drainage Facilities Fee Schedule

Land Use	Fee Effective 02/13/2017	Fee Effective 02/12/2018	Fee Effective 02/12/2019
Single Family (Sq.Ft.)	$0.14	$0.20	$0.27
Multi-Family (Sq. Ft.)	$0.11	$0.14	$0.18
Commercial (Sq. Ft.)	$0.19	$0.30	$0.42
Office (Sq. Ft.)	$0.21	$0.36	$0.50
Industrial (Sq. Ft.)	$0.20	$0.34	$0.47

NPDES/WDR Inspection..... $144.00

Transportation Facilities Fee Schedule

Land Use	Fee Effective 02/13/2017	Fee Effective 02/12/2018	Fee Effective 02/12/2019
Single Family (Dwelling Unit)	**$800**	**$1,200**	**$1,600**
Multi Family (Dwelling Unit)	**$600**	**$800**	**$990**
Hotel/Motel (Room)	**$550**	**$750**	**$919**
Industrial (Sq. Ft.)	**$0.40**	**$0.48**	**$0.57**
Retail (Sq. Ft.)	**$2.42**	**$3.04**	**$3.66**
Office (Sq. Ft.)	**$1.50**	**$2.05**	**$2.61**
Cost Per Trip Fee*	**$600**	**$1,000**	**$1,407**

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

Tree Planting Fee

Adopt-A-Tree Fee. At City Cost $55-$160 depending on size and variety
Memorial Tree Fee .....At City Cost $55-$160 depending on size and variety

Water Service Fees

1. Deposit for Metered Service

Meter Size in Inches	Deposit Required
5/8 x 3/4.	$70.00
1	$85.00
1 1/2	$100.00
2	$135.00
3	$205.00
4	$280.00
6	$620.00
8	$1,015.00
10	$1,515.00

Construction Meter with Backflow Device $2,800.00
Construction Meter with Backflow Device Installation and Removal $147.00
Construction Meter with Backflow Device Re-Location..... $147,00
Construction Meter with Backflow Device Daily Rental Fee..... $1.00/day
Construction Meter with Backflow Device Testing Fee $178,00
5/8”-1” Water Meter Testing Fee..... $348.00
1 ½”-2” Water Meter Testing Fee..... $400.00
3”-8” Water Meter Testing Fee..... $510.00

2. Water System Construction Inspections
3.5% of that portion of the water system costing $25,000.00 or less
3.0% of that portion of the water system costing more than $25,000.00 but less than $100,000.00
2.5% of that portion of the water system costing more than $100,000.00

3. Water Service Charge Fees
Late Payment of Bill..... $20.70
Pull Meter $50.00
Replace Meter..... $50.00
Damaged Lock/Unauthorized Reconnection..... $60.00
Return Check. $25.00
After Hours Service..... $100.00
Bench Test. $50.00
Angle Stop. $100.00
2nd and subsequent turn-on after turn-off for non-payment in a 12-month period..... $50.00

4. Installation of Water Service Line

Water Service Fees - Installation of Water Service
Line Current Fee Proposed Fee
1” Water Service w/1” Meter- less than 40' Copper sticks …… $8,700.00
2” Water Service w/1½” Meter- less than 40' Copper sticks……..…….. $9,750.00
2” Water Service w/1½” Meter- 40' Copper sticks ……..……$10,350.00
2” Water Service w/1½” Meter- 60' Copper sticks……..……$10,940.00
2” Water Service w/1½” Meter- 80' Copper sticks……..……$11,490.00
2” Water Service w/2” Meter- less than 40' Copper sticks……. $10,000.00
2” Water Service w/2” Meter- 40' Copper sticks……..……$10,450.00
2” Water Service w/2” Meter- 60' Copper sticks……..……$11,000.00

Water Grading Plan Check.....$92.92/hr.
Tenant Improvement Plan Check.....$60.00/hr.
Inspection and Pre-testing for water service installation.....$60.00/hr.

5. Fire Flow Testing $200.00

Damage to Public Property by Private Tree or Shrub

City-made Repairs..... Cost of Materials

Grading Permit Fees

Grading Inspection Fee……..……..$100.00/hour
50 Cubic Yards of Less. $60.00
51 to 100 Cubic Yards..... $120.00

101 to 1,000 Cubic Yards..... $120.00 for the first 100 cubic yards,
$20.00 for each addl. 100
cubic yards or fraction thereof
1,001 to 10,000 Cubic Yards..... $320.00 for the first 1,000 cubic yards,
plus $40.00 for each addl. 1,000
cubic yards or fraction thereof

10,001 to 100,000 Cubic Yards ..... $720.00 for the first 10,000 cubic yards,
plus $80.00 for each addl. 10,000
cubic yards or fraction thereof
100,001 Cubic Yards or more ..... $1,520.00 for the first 100,000 cubic yards,
plus $80.00 for each addl. 10,000
cubic yards or fraction thereof

Grading Plan Check Fees

50 Cubic Yards or Less $60.00

51 to 100 Cubic Yards..... $120.00

101 to 1,000 Cubic Yards..... $250.00

1,001 to 10,000 Cubic Yards..... $400.00

10,001 to 100,000 Cubic Yards .....$400.00 for the first 10,000 cubic yards, plus
$25.00 for each addl. 10,000 cubic yards
or 10,001 to 100,000 Cubic Yards or fraction thereof

100,001 to 200,000 Cubic Yards ..... $650.00 for the first 100,000 cubic yards,
plus $25.00 for each additional 10,000 cubic yards
or 100,001 to 200,000 Cubic Yards or fraction thereof.

200,001 Cubic Yards or more ..... $900.00 for the first 200,000 cubic yards,
$25.00 for each addl. 10,000 cubic yards
or fraction thereof.

Plan Check $145.00/hour

Miscellaneous Fees

Church Sign Installation/Replacement ..... $272.00 per sign
Barricade, Delineator, Traffic Cone Replacement .....Current cost of replacement
Newsrack Storage and Collection Fee .....$11.00 per newsrack
Shopping Cart Collection and Storage..... $11.00 per cart
Storm Water Quality Administrative Hearing Fee $50.00

Animal Care Services Fees

Annual Dog License – Unsterilized Dog $100.00
Annual Dog License – Sterilized Dog $27.00
Annual Dog License – Sterilized Dog (Senior Owner 65 years and up) $13.50
Annual Dog License – Puppy (4-6 months of age) $27.00
Late Fee – Per Dog $35.00
Annual Cat License $6.00
Collections Fee (This fee is assessed when a customer's past due license is sent to collections) $30.00
Non-Compliance (This fee is assessed when an Animal Control Officer cites a customer
for non-compliance of licensing after the account is sent to collections.) $112.00
Replacement Tag $3.00
Transfer Fee $6.00
Impound Fines (Fixed by Statute. The fines are in addition to any other fees imposed by the shelter)
a. First Occurrence $35.00
b. Second Occurrence $50.00
c. Third or Subsequent Occurrence 100.00
Animal Permit Fee (This is a fee charged for having more than four dogs or cats on any
property, excluding commercial kennels, veterinary clinics or veterinary hospitals.
Basis for fee is found in GGMC 6.04.100F) $300.00
Declared Potentially Dangerous or Vicious Dog Permit (Basis for the fee is found in
GGMC 6.04.120B(1)(e)(vii)) $377.00
Declared Potentially Dangerous or Vicious Dog Compliance Permit (after 12 months
No complaints/violations, basis for the fee is found in GGMC 6.04.120B(1)(e)(vii)) $123.00
Animal Business Permits
a. Kennel $450.00
b. Pet Shop $475.00
c. Aquarium only pet shop $325.00
d. Fixed Location Grooming Parlor $425.00
e. Reinspection Fee $385.00

SECTION 5 – COMMUNITY SERVICES

Community Services Fee Classifications

Class I: City sponsored/initiated events, meetings, or activities.
Class II: Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.
Class III: Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.
Class IV: Non-Garden Grove based business or for-profit groups or clubs.
Class V: Sport tournaments, exclusive use, or trade shows.

Cancellation Policy

Cancellation Policy (Does not include Community Meeting Center or Courtyard Center)

Cancellation Fee
32 or more days prior to event…… No charge
7 to 31 days prior……50% of applicable usage fees
Less than 7 days prior……...100% of applicable usage fees

Cancellation Policy (Community Meeting Center/Courtyard Center)

- If the City is responsible for the cancellation, notice will be given as far in advance as possible and a full refund will be made.

- For smaller rooms (CMC Founders / Constitution), cancellation must be received in writing seven (7) days prior to event date.
  - When proper cancellation notification is received, all fees will be refunded, minus the $50 administrative fee.
  - If proper cancellation notification is not received, all fees will be retained (excluding deposit).

- For larger rooms (CMC Butterfield Room A and/or B; CYC Meeting Center /Activity Center), cancellation must be received in writing by the first of the month, four (4) calendar months prior.
  - When proper cancellation notification is received, all fees will be refunded, minus the $50 administrative fee.
  - If proper cancellation notification is not received, all fees will be retained (excluding deposit).

Atlantis Play Center

Class I: City sponsored/initiated events, meetings, or activities.
Class II: Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.
Class III: Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.
Class IV: Non-Garden Grove based business or for-profit groups, or private clubs.

Entrance Fee……$2.00 per person

Exclusive Use

Classification I ……..……...…….No Fee
Classification II ……..……..……... $600.00 for 8 hours
Classification III ……..……..……$920.00 for 8 hours
Classification IV ……..……...……$1150.00 for 8 hours

Use of Splash Pad…….……...……. $25.00/hour

Additional facility hours over the 8 hour minimum

Classification I ……..……...…….No Fee
Classification II ……..……..…….. .$75.00/hour
Classification III ……..……..……..$115.00/hour
Classification IV ……..……...……...…….$145.00/hour

Early/After Hours Rental, Atlantis Park

Classification I ……..…… No Fee
Classification II ……...……..… $75.00/hour (2 hour minimum)
Classification III ……..……..$115.00/hour (2 hour minimum)
Classification IV……..……...$145.00/hour (2 hour minimum)

Use of Splash Pad…….……...……. $25.00/hour

Additional Staff Hours

Staff Fees…….……...……...……$35.00/hour/staff

Pavilion and Table Rentals

Pavilion Rental ……..……$25.00/hour
Table Rental ……..……$5.00 per table

Community Meeting Center (CMC)

Class I: City sponsored/initiated events, meetings, or activities.
Class II: Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.
Class III: Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.
Class IV: Non-Garden Grove based business or for-profit groups, or private clubs.
Class V: Sport tournaments, exclusive use, or trade shows

General Booking Fees for Community Meeting Center and Courtyard Center

Non-Refundable 7-Day Hold Fee ……..……...….$50.00
(This fee applies to Classifications II through V and will be applied to the balance of the total booking fee charge.)

Past Due Fee ……..$25.00
(This fee will be charged per booking on invoices or fees not paid on time. A 7-day grace period from the date the invoice was due will be given, after that date, the past due fee will be applied.)

No-Show Fee ……..$100.00
(This fee applies to Classifications I-V, and all subcategories.)

Administrative Cancellation Fee ……..$50.00
(This fee applies to cancellations, by the user, if cancellations are within the allowed timeframe.)

Security Guard Fee ……..……$50.00/hour/Guard

DEPOSITS
(These fee apply to Classifications II-V)

Room	No Alcohol or Food	With Alcohol or Food
Butterfield Rooms	$250.00	$500.00
CYC Meeting Room	$250.00	$500.00
Founders and Constitution	$100.00	$100.00
Activity Center	$100.00	$100.00
Youth-Oriented Events (under 21 years old)	$250.00	$500.00 w/food or $1,000.00 w/alcohol

FEES

Wristbands for guests over 21 years old at Youth-Oriented Events ..……..……..……..……..…$33.00 per 100

Room Rate Policy and Discounts

- A 3 hour minimum is charged for the Butterfield A and B Rooms and the Constitution Room for weekdays only..
- Class I-IV only: Businesses and organizations that reserve the facility for any meeting which is 8 hours or more in length during the week (Monday 8 a.m. through Friday 5 p.m.) will be charged half the room rental rate after the first 4 hours.
- Businesses and organizations that reserve monthly meetings during the week (Sunday 8 a.m. through Friday 5 p.m.) for 6 consecutive months or more receive a 10% discount on room fees only.

Memorial Package ……$591.00 for 3 hour event with a $250.00 deposit
Garden Grove residents or businesses only
• Weekend or weekday rental of CMC or CYC as available.
• Event must be held within 6 weeks of booking.
• Three (3) hours total event time.
• Maximum attendance: Based on room capacity, up to 300 maximum.
• No alcohol allowed.
• Includes 1 hour prior to, and 1 hour after the event, for set-up and clean-up.
• Complimentary LCD projector included in Memorial Package.
• Up to one pre-event extra set-up hour may be purchased as outlined under General Fees.
• Security guard fee may apply if security is needed.

Classification I

DEPOSITS……..$250.00

Use Fees..……None
(No fees charged Monday-Friday 8:00 a.m. – 5:00 p.m.)

	Weekdays	Weekends
Staff Fee……..……	$35.00/hour/staff	$45.00/hour/staff

(These fees apply when hours are before 8:00 a.m. and after 5:00 p.m. Monday through Sunday.)

Classification II

Room	Weekdays	Weekends	Set-Up Fee
Butterfield Rooms A and B	$165.00/hour	$1,075.00/event	$106.00
A Room	$122.00/hour	$1,075.00/event	$53.00
B Room	$87.00/hour	$1,075.00/event	$53.00
Constitution Rooms A and/or B	$53.00/hour	$53.00/hour	$31.00 to change from standard
Founders	$50.00/hour	$50.00/hour	$31.00 to change from standard
CMC Atrium (add on)	$80.00/event	$80.00/event	$53.00

(On weekends, may only be rented in conjunction with Butterfield Rooms)

Each additional setup hour (up to 4 more maximum*)..……..Room Weekday Hourly Rate
These hours are beyond the included 1.5 pre-event set-up hours.

Classification III

Room	Weekdays	Weekends	Set-Up Fee
Butterfield Rooms A and B	$192/hour	$1,604.00/event	$106.00
A Room	$156.00/hour	$1,604.00/event	$53.00
B Room	$115.00/hour	$1,604.00/event	$53.00
Constitution Rooms A and/or B	$69.00/hour	$69.00/hour	$31.00 to change from standard
Founders	$69.00/hour	$69.00/hour	$31.00 to change from standard
CMC Atrium (add on)	$80.00/event	$80.00/event	$53.00

(On weekends, may only be rented in conjunction with Butterfield Rooms)

Each additional setup hour (up to 4 more maximum*)..……..Room Weekday Hourly Rate
These hours are beyond the included 1.5 pre-event set-up hours.

Classification IV

Room	Weekdays	Weekends	Set-Up Fee
Butterfield Rooms A and B	$215.00/hour	$1,679.00/event	$106.00
A Room	$169.00/hour	$1,679.00/event	$53.00
B Room	$133.00/hour	$1,679.00/event	$53.00

Constitution Rooms A and/or B……..$87.00/hour……$87.00/hour……..…$31.00 to change from standard
Founders……..$87.00/hour……$87.00/hour…… $31.00 to change from standard
CMC Atrium (add on)…….$80.00/event……..….$80.00/event……..……..$53.00
(On weekends, may only be rented in conjunction with Butterfield Rooms)

Each additional setup hour (up to 4 more maximum*)...……..Room Weekday Hourly Rate
These hours are beyond the included 1.5 pre-event set-up hours.

Classification V

FEES

Room	Weekdays	Weekends	Set-Up Fee
CMC Facility	$355.00/hour	$3,000.00/event	$125.00

Each additional setup hour (up to 4 more maximum*)...……$355.00/hour
These hours are beyond the included 1.5 pre-event set-up hours.

Enhancements Fees for Classification II-V

Easel & Pad (Pad sheets that are used during meetings) ……..……..……$25.00
Cocktail Table Rental (Tall cocktail tables for outside use – 42" tall, 24" diameter).....$25.00
Microphones……. ……..……...$10.00 each
Wireless Microphones……. ……..……..……....$60.00 each
Microphone Stand……. ……..……..……$5.00 each
Floor Podium……. ……..……..…….$15.00 each
47" TV with DVD/VCR……. ……..……..……$60.00
LCD Projector (Ceiling Mounted)…….……..……..……...….$40.00 each
LCD Projector (Portable) ……...…$30.00 each
Portable Bars……. ……..……..……...……..$25.00
Portable Screens……. ...……..……..……..$30.00
Apple VGA Adapter…….……..……..……..$30.00

The Courtyard Center (CYC)

Class I: City sponsored/initiated events, meetings, or activities.
Class II: Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.
Class III: Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.
Class IV: Non-Garden Grove based business or for-profit groups, or private clubs.
Class V: Sport tournaments, exclusive use, or trade shows

DEPOSITS
(These fee apply to Classifications II-V)

Room	No Alcohol or Food	With Alcohol or Food
CYC Meeting Room	$250.00	$500.00
Activity Center	$100.00	$100.00
Youth-Oriented Events (under 21 years old)	$250.00	$500.00 w/food or $1,000.00 w/alcohol

All Classifications
All weekend events - Minimum: Three hour rental; Maximum: Six hour rental

Room Rate Policy and Discounts

- Businesses and organizations that reserve monthly meetings during the week for 6 consecutive months or more receive a 10% discount on room fees only.

Courtyard Center Special Package …….. ……..……..…….$557.00 for 4 hour event with $250.00 Deposit
Garden Grove residents or businesses only
• Weekday and weekend rental of the CYC as available.
• Event must be held within 12 months of booking.
• Four (4) hour total event time.
• Maximum attendees: 80
• No alcohol allowed.
• No Security required.
• Includes 1 hour prior to, and 1 hour after event, for set-up and clean-up.

Memorial Package ……$591.00 for 3 hour event with $250.00 Deposit
Garden Grove residents or businesses only
• Weekend or weekday rental of CMC or, CYC as available.
• Event must be held within 6 weeks of booking.
• Three (3) hour total event time.
• Maximum attendance: Based on room capacity, up to 300 maximum.
• No alcohol allowed.
• Includes 1 hour prior to, and 1 hour after the event, for set-up and clean-up.
• Complimentary LCD projector included in Memorial Package.
• Up to one pre-event extra set-up hour may be purchased as outlined under General Fees.
• Security guard fee may apply if security is needed.

Classification I: City sponsored/initiated events, meetings, or activities.

Deposits……..…..……..$250.00

Use Fees……..……..None
(No fees charged Monday-Friday 8:00 a.m. – 5:00 p.m.)

	Weekdays	Weekends
Staff Fee……..…….	$35.00/hour/staff…….	$45.00/hour/staff

(These fees apply when hours are before 8:00 a.m. and after 5:00 p.m. Monday through Sunday.)

Classification II

	Weekdays	Weekends	Set-Up
Meeting Center……..…..….	$99.00/hour…….	$752.00/event……	..$106.00
Activity Center……..….	$65.00/hour…….	$65.00/hour……	.$53.00
Outdoor space ……..…..….	$80.00/event……	$80.00/event……..…..……	$53.00

(On weekends, may only be rented in conjunction with Meeting Center)

Each additional setup hour (up to 4 more maximum*)..……..Room Weekday Hourly Rate
These hours are beyond the included 1.5 pre-event set-up hours.

Classification III

	Weekdays	Weekends	Set-Up
Meeting Center……..….	$128.00/hour……..	$1,130/event……	..$106.00
Activity Center……..……..……..	$75.00/hour……	$75.00/hour……	...$53.00
Outdoor space ……..…..….	$80.00/event……	$80.00/event……..…..……	..…..$53.00

(On weekends, may only be rented in conjunction with Meeting Center)

Each additional setup hour (up to 4 more maximum*)..……..Room Weekday Hourly Rate
These hours are beyond the included 1.5 pre-event set-up hours.

Classification IV

	Weekdays	Weekends	Set-Up
Meeting Center……...……..….	$133.00/hour……	$1,274/event..……	..$106.00
Activity Center……..….	$95.00/hour…….	$95.00/hour…..……..……	$53.00
Outdoor space ……..…..….	$80.00/event……	$80.00/event……..…..……	.$53.00

(On weekends, may only be rented in conjunction with Meeting Center)

Each additional setup hour (up to 4 more maximum*)..……..Room Weekday Hourly Rate
These hours are beyond the included 1.5 pre-event set-up hours.

Classification V…….……**Not available**

Enhancements Fees for Classification II-V

Easel & Pad (Pad sheets that are used during meetings) ……..…….$25.00 each
Cocktail Table Rental (Tall cocktail tables for outside use – 42" tall, 24" diameter).....$25.00 each
Microphone.……. ……..……...$10.00 each
Wireless Microphone.……. ……..……....$60.00 each
Microphone Stand……. ……..……..…$5.00 each
Floor Podium……. ……..……$15.00 each
47" TV with DVD…….……. ……..……$60.00 each
LCD Projector (Ceiling Mounted)……..……..……...….$40.00
LCD Projector (Portable) ……..…$30.00 each
Portable Bar.……. ……..……...……..$25.00
Portable Projector Screen.……. ...……..……$30.00
Apple VGA Adapter……..……..……..$30.00

Park Recreation Buildings

Class I: City sponsored/initiated events, meetings, or activities.
Class II: Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.
Class III: Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.
Class IV: Non-Garden Grove based business or for-profit groups, or private clubs.
Class V: Sport tournaments, exclusive use, or trade shows

Edgar Park Building

Deposit…….$150.00
Class I ……..……no fee
Class II ……..……...……$55.00/hour
Class III ……...……$65.00/hour
Class IV.....……..……$75.00/hour
Class V……..N/A

West Grove Park Building

Deposit…….$150.00
Class I ……..……no fee
Class II ……..……...……$55.00/hour
Class III ……...……$65.00/hour
Class IV.....……..……$75.00/hour
Class V……..N/A

West Haven Park Building

Deposit…….$200.00
Class I ……..……...no fee
Class II……..……$65.00/hour
Class III ……..……...……$75.00/hour
Class IV……...……..……$85.00/hour
Class V……..N/A

Staffing Rate

Staff Fee……..……...……..……$35.00/hour/staff

Park Shelters and Picnic Pavilion

Class I: City sponsored/initiated events, meetings, or activities.
Class II: Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.
Class III: Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.
Class IV: Non-Garden Grove based business or for-profit groups, or private clubs.
Class V: Sport tournaments, exclusive use, or trade shows.

Garden Grove Park Picnic Pavilion

Deposit……...……...……..……$250.00

Classification I…….……no fee
Classification II…….……...……$225.00/day
Classification III ……..……$295.00/day
Classification IV …….....$315.00/day
Classification V ……..……...……not available
Bounce House Permit..……$25.00/day

NOTE: Reservations will only be taken up to 6 months in advance to date.

Small Picnic Shelters

Refundable Deposit…….……..……$75.00
Classification I…….……...…no fee
Classification II……..……...……..$75.00/day
Classification III……..……...…….$95.00/day
Classification IV……..……...…...……$105.00/day
Classification V ……..……...……not available
Bounce House Permit..……$25.00/day

NOTE: Reservations will only be taken up to 6 months in advance to date.

Sports Fields

Classifications:

Class I: City sponsored/initiated events, meetings, or activities.
Class II: Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.
Class III: Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.
Class IV: Non-Garden Grove based business or for-profit groups, or private clubs.
Class V: Sport tournaments, exclusive use, or trade shows

2 hour minimum use for all sports facility reservations

Restroom Maintenance*
League…….$15.00/day
Team……..……$7.50/day
*Applies to Classifications II through V, which includes all non-City initiated or conducted activities

Field Restoration Fee* …….$7.00/day
*Applies to Classifications II through V, which includes all non-City initiated or conducted activities

Classification I

Softball Fields–No lights…….……..…….No fee
Softball Fields–With lights…..…….……..No fee
Football Fields–No lights…..…….……No fee
Football Fields–With lights…..…….……No fee
Soccer Fields–No lights…..…….……..No fee
Soccer Fields–With lights…..…….……...No fee
Baseball Fields–No lights…..…….……...No fee
Baseball Fields–With lights…..…….……No fee

Classification II

Baseball/Softball Fields–No lights……..……$3.00/hour (Youth Org); $25.00/hour (Adult Org)
$15.00/hour (Resident)
Baseball/Softball Fields–With lights……...$25.00/hour (Youth Org); $35.00/hour (Adult Org)
$25.00/hour (Resident)
Football/Soccer Fields–No lights…….……..…$3.00/hour (Youth Org); $25.00/hour (Adult Org)
$20.00/hour (Resident)
Football/Soccer Fields–With lights……..$25.00/hour (Youth Org); $35.00/hour (Adult Org)
$30.00/hour (Resident)
Drag and line field ……$50.00
Bases……...$30.00
Lost key fee …… $ 200.00

Classification III

Baseball/Softball Fields–No lights…… ……...……$20.00/hour (Youth Org); $30.00/hour (Adult Org)
$32.00/hour (Non-Resident)
Baseball/Softballs –With lights…… ……...$25.00/hour (Youth Org); $35.00/hour (Adult Org)
$38.00/hour(Non-Resident)
Football/Soccer Fields–No lights…….……..……$20.00/hour (Youth Org); $30.00/hour (Adult Org)
$32.00/hour (Non-Resident)
Football/Soccer Fields–With lights……...…$30.00/hour (Youth Org); $40.00/hour (Adult Org)
$45.00/hour(Non-Resident)
Drag and line field ……$50.00
Bases……...$30.00
Lost key fee …… $ 200.00

Classification IV

Baseball/Softball Fields–No lights ……$32.00/hour (Youth Org); $38.00/hour (Adult Org)
Baseball/Softball Fields–With lights……...……$38.00/hour (Youth Org); $45.00/hour (Adult Org)
Football/Soccer Fields–No lights …….……..……$32.00/hour (Youth Org); $45.00/hour (Adult Org)
Football/Soccer Fields–With lights…..……..……$45.00/hour (Youth Org); $65.00/hour (Adult Org)
Drag and line field……..……...$50.00
Bases……..$30.00
Lost key fee ……..… $ 200.00

Classification V

Baseball/Softball Fields–No lights ……$45.00/hour (Youth Org); $55.00/hour (Adult Org)
Baseball/Softball Fields–With lights ……$55.00/hour (Youth Org); $65.00/hour (Adult Org)
Football/Soccer Fields–No lights……$45.00/hour (Youth Org); $55.00/hour (Adult Org)
Football/Soccer Fields–With lights.……$55.00/hour (Youth Org); $65.00/hour (Adult Org)
Drag and line field……..……..$50.00
Bases……..…$30.00
Lost key fee ……..… $ 200.00

Sports and Recreation Center

Class I: City sponsored/initiated events, meetings, or activities.
Class II: Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.
Class III: Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.
Class IV: Non-Garden Grove based business or for-profit groups, or private clubs.
Class V: Sport tournaments, exclusive use, or trade shows

(2 hour minimum use for all sports facility reservations)

Classification I

Gymnasium ……..No fee
Multipurpose Room ……No fee

Classification II
Gymnasium…….$65.00/hour Full $35.00/hour Half
Multipurpose Room……$55.00/hour
Deposit ……..……$100.00

Classification III
Gymnasium…….$85.00/hour Full $45.00/hour Half
Multipurpose Room……$65.00/hour
Deposit ……..……..……$100.00

Classification IV
Gymnasium…….$95.00/hour Full $55.00/hour Half
Multipurpose Room……$75.00/hour
Deposit……..……..……$100.00

Classification V
Gymnasium……$170.00/hour (4 hour minimum)
Multipurpose Room……Included in above rate
Deposit……..……..……$250.00

Special Classifications

Buena Clinton Youth and Family Center

Special Classification for Buena Clinton: Garden Grove Based Nonprofit Organizations, Government Agencies, or GGUSD

DEPOSIT

Room with food (full access of sink and refrigerator usage) ……..$250.00
Room without food……..$200.00

Room	Weekdays	Weekends	Set-Up Fee
Extended Hour Fee (Staff Fee)……...$35.00/hour		…$45.00/hour	
Combined Recreation Rooms 114/115……..$84.00/hour		……$84.00/hour	……$50.00
Upstairs Classroom Room 207…….$50.00/hour		……$50.00/hour	……$50.00
Upstairs Teen Room ……$50.00/hour		……$50.00/hour	……$50.00
Outdoor Space (add on).....	……..$50.00/event	……$50.00/event	……..$50.00

Senior Center

Special Classification for Senior Center: Garden Grove Based Nonprofit Organizations, Government Agencies, or GGUSD

Room	Weekdays	Weekend	Set-Up Fee
Dining Room.....	$76.00/hour	……..$668.00/event.....	.....$53.00

Showmobile

Garden Grove Based Non-profit organizations and Garden Grove based Government Agencies are the only users permitted to rent Showmobile

Garden Grove Based Non-Profit is a 501(c)3 non-profit organization operating within the city of Garden Grove relating to service clubs, the arts, and youth activities.

Damage Deposit……..……$500.00

Organization	Fees
Daily rental ……....……..……...……	$350/day + all towing costs Towing costs are paid directly to tow company.
Staff set up/breakdown Fee……...……..……	$300.00/rental
Cleaning Fee (non-refundable).....	.....$100.00

FEE NEGOTIATIONS

The facilities supervisor, under the direction and approval of the Community Services Director and through the guidelines listed below, has the authority to negotiate room rental rates with a business client where there is a potential for regular on-going business or to fill the facility during what would normally be a slow period.

- Said client has to show proof of lower rates from several other facilities that are located in the surrounding area and are comparable to the facility.

- Negotiated rates would only be in effect for the duration of the original contract (no longer than one year). At the end of the contract the fees would have to be renegotiated for any rate other than the standard.

- The Facility Supervisor will only negotiate room rental rates when it is deemed necessary in order to stay comparable with other surrounding facilities, otherwise those standards rates currently in effect will be used.

- Negotiated rates can only be offered to a potential client with the prior approval of the Community Services Director.

SECTION 6 – GENERAL SERVICES

Copies of Public Records* and Special Public Services

Black & White Copies..... $0.10 per page

Color Copies ..... $0.10 per page

Plans 24x36 or larger (blueline)..... $5.00/per page

Certification of Documents. .....$1.00 for first page, $0.25/each addl.

City Council Policy Manual..... Cost based on number of pages, $0.10 per page

Fair Political Practices Commission Records.....Cost based on number of pages, $0.10 per page

Garden Grove Blvd. Land Use Study.....Cost based on number of pages, $0.10 per page

General Plan (Introduction and Elements) .....Cost based on number of pages, $0.10 per page
- Air Quality Element .....Cost based on number of pages, $0.10 per page
- Circulation and Infrastructure Element.....Cost based on number of pages, $0.10 per page
- Community Design Element.....Cost based on number of pages, $0.10 per page
- Economic Development Element .....Cost based on number of pages, $0.10 per page
- Growth Management Element .....Cost based on number of pages, $0.10 per page
- Housing Element .....Cost based on number of pages, $0.10 per page
- Land Use Element .....Cost based on number of pages, $0.10 per page
- Noise Element .....Cost based on number of pages, $0.10 per page
- Open Space/Conservation Element.....Cost based on number of pages, $0.10 per page
- Parks, Recreation & Cultural Activities Element .....Cost based on number of pages, $0.10 per page
- Safety Element.....Cost based on number of pages, $0.10 per page

General Plan Map. $3.00

User Fees for Various City Services .....Cost based on number of pages, $0.10 per page

Microfilm copies on Reader-Printer (8-1/2 x 11) (11 x 11). ..... $0.10 per page

Municipal Code – Volume I.....Cost based on number of pages, $0.10 per page

Municipal Code – Volume II .....Cost based on number of pages, $0.10 per page

Municipal Code, Individual pages ..... $0.10 per page

Planning Commission Annual Report .....Cost based on number of pages, $0.10 per page

Public Record ..... $0.10 per page

Redevelopment Area Map $2.00

Rerecording Audio/Video Tapes, or DVDs of City Meetings or Programming by City Staff $20.00

Vacant Land Survey $2.00

Zoning Maps $4.00

Miscellaneous Fees

Annual Bingo License Fee $50.00

Bingo Identification Badge $20.00

Business Tax Change of Location $10.00

Duplicate Business Tax Certificate…… $5.00

Sidewalk Vendor Permit Fee……..$325.00

Subpoena Fees .....As authorized under State Law
City Staff…..$275/day plus travel expenses (CA Government Code Section 68096.1)
Police Officer or Firefighter ….....$275/day plus travel expenses (CA Government Code Section 68097.2)

Temporary Fireworks Stand Permit Application Fee……..$750.00

* Postage at current USPS rates will be added for documents to be mailed.

Fees established per Resolution:

DATE	RESOLUTION NO.	TYPE
06/27/06	8726-06	A RESOLUTION OF THE CITY OF GARDEN GROVE ESTABLISHING USER FEES FOR VARIOUS CITY SERVICES
07/11/06	8730-06	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING SCHEDULE A OF THE CITY'S MASTER FEE RESOLUTION 8726-06
07/11/06	8731-06	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE LEAVING IN PLACE THE ART IN THE PUBLIC PLACES FEE AND THE GENERAL PLAN AND CULTURAL ARTS FEE CONTAINED IN SCHEDULE A OF THE CITY'S MASTER FEE RESOLUTION 8726-06
08/14/07	8791-07	ESTABLISHING AND AMENDING USER, DEVELOPMENT PROCESSING AND DEVELOPMENT IMPACT FEES
10/09/07	8794-07	ESTABLISHING AND AMENDING IN-LIEU PARK FEES
06/10/08	8823-08	ESTABLISHING A DEVELOPMENT PROCESSING FEE FOR DIRECTOR'S REVIEW – DUPLEX AND TRIPLEX
11/25/08	8861-08	ESTABLISHING AND AMENDING PERMIT FEES FOR ASSEMBLIES
06/09/09	8902-09	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING USER AND DEVELOPMENT PROCESSING FEES FOR VARIOUS CITY SERVICES
06/22/10	8999-10	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES
06/28/11	9064-11	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES
08/09/11	9073-11	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING A MEDICAL MARIJUANA DISPENSARY REGISTRATION FEE *(Close of Registration Period is until 9/23/11)*
6/26/12	9137-12	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND

		AMENDING USER AND DEVELOPMENT PROCESSING FEES FOR VARIOUS CITY SERVICES
2/26/13	9171-13	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADJUSTING THE MONETARY PENALTY FOR VIOLATION OF CALIFORNIA VEHICLE CODE AND GARDEN GROVE MUNICIPAL CODE PARKING REGULATIONS FOR WHICH THE CITY ESTABLISHES THE FINE AMOUNTS (fee not reflected on Fee Schedule)
4/23/13	9175-13	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES
2/25/14	9216-14	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING A COTTAGE FOOD OPERATION PERMIT APPLICATION FEE
6/23/15	9301-15	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES
9/13/16	9389-16	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES
9/27/16	9390-16	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING THE FALSE FIRE ALARM RESPONSE FEE
01/10/17	9406-17	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING ADVANCED LIFE SUPPORT AND NON-RESIDENT FIRST RESPONDER FEES
12/13/16	9401-16	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING A CITYWIDE PARK FEE AND REVISING DEVELOPMENT IMPACT FEES FOR IN LIEU PARK DEDICATION FOR NEW SUBDIVISIONS (QUIMBY), FOR TRANSPORTATION FACILITIES, AND FOR DRAINAGE FACILITIES
6/27/17	9442-17	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES
10/10/17	9460-17	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING THE MONETARY PENALTIES FOR VIOLATIONS OF RECREATIONAL VEHICLE PARKING REGULATIONS

		(fee not reflected on Fee Schedule)
11/28/17	9468-17	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING A SEPARATE BUS BENCH SECURITY DEPOSIT FEE
04/24/18	9490-18	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE REVISING THE FEE FOR BLOCK PARTY PERMITS
6/12/18	9514-18	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES
11/27/18	9532-18	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING SECURITY SERVICES AND WEST HAVEN PARK BUILDING RENTAL FEES
5/14/19	9556-19	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING THE SIDEWALK VENDOR PERMIT FEE
6/25/19	9575-19	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES
1/28/20	9607-20	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING A TEMPORARY FIREWORKS STAND PERMIT APPLICATION FEE
1/12/21	9669-21	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING FEES FOR LAND DEVELOPMENT CIVIL ENGINEERING PLAN CHECKING AND CONSTRUCTION INSPECTION SERVICES
7/12/22	9762-22	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, AMENDING USER FEES FOR VARIOUS CITY SERVICES

Section/Fee Description	Current fee	Proposed Fee
SECTION 1 - POLICE SERVICES		
Reports and Administrative Services		
Copies of Reports/Records	$0.10/page	$20.00/report
Alarm and Alarm System Subscribers		
False alarm unpermitted or expired permit (each) paid within 30 days of billing	N/A	$50.00 x # of false alarms in the past 12 months
If paid more than 30 days after billing	N/A	add $25.00
Cost Reimbursement for Jail Inmate Booking		
City Arrestee Cost Recovery (on Conviction)	$250.00	N/A
City Blood Test Cost Recovery (on Conviction)	$105.00	N/A
SECTION 4 - PUBLIC WORKS		
Engineering Fee Schedule		
Class "B" Permits		
Inspection charges for permits	$115.00/hr	$120.00/hr
Overtime inspection charges	$172.50/hr	$180.00/hr
Engineering plan check for public improvements	$145.00/hr	$155.00/hr
Final map check		
Lot line adjustment	$145.00/hr	$155.00/hr
Parcel	$145.00/hr	$155.00/hr
Tract	$145.00/hr	$155.00/hr
SECTION 5 - COMMUNITY SERVICES		
Atlantis Park		
Exclusive rental:		
Classification II	$525.00/8 hrs	$600.00/8 hrs
Classification IV	N/A	$1,150.00/8 hrs
Splash Pad	$20.00/hour	$25.00/hour
Additional hours over 8-hour minimum		
Classification II	$80.00/hr + staff fee of $15/hr	$75.00/hr
Classification III		$115.00/hr
Classification IV		$145.00/hr
Atlantis Park Birthday Party Packages	$100.00	N/A
Staff Fees	$15.00/hr	$35.00/hr
Community Meeting Center		
Community Meeting Center Video Production Services	Varies	N/A
CMC Security Guard Fee	$34.00/hr/guard	$50.00/hr/guard
CMC Classification I Fees		
Staff Fee - weekday	$25.00/hr/staff	$35.00/hr/staff
Staff Fee - weekend	$35.00/hr/staff	$45.00/hr/staff
Classification II Fees		
Set-Up Fee - Butterfield Rooms A and B	$79.00	$106.00
Butterfield Rooms A and B - Weekday	$138.00/hr	$165.00/hr
Butterfield Rooms A and B - Weekend	$972.00/event	$1,075.00/event
Butterfield A Room - Weekday	$92.00/hr	$122.00/hr

Section/Fee Description	Current fee	Proposed Fee
Butterfield A Room Weekend	$972.00/event	$1,075.00/event
Butterfield B Room - Weekday	$67.00/hr	$87.00/hr
Butterfield B Room Weekend	$972.00/event	$1,075.00/event
Constitution Room A and/or B - Weekday & Weekend	$46.00/hr	$53.00/hr
Founders Room - Weekday & Weekend	$50.00/hr	$44.00/hr
Classification III Fees		
Set-Up Fee - Butterfield Rooms A and B	$79.00	$106.00
Butterfield Rooms A and B - Weekday	$165.00/hr	$192.00/hr
Butterfield Rooms A and B - Weekend	$1,075.00/event	$1,604.00/event
Butterfield A Room - Weekday	$122.00/hr	$156.00/hr
Butterfield A Room Weekend	$1,075.00/event	$1,604.00/event
Butterfield B Room - Weekday	$87.00/hr	$115.00/hr
Butterfield B Room Weekend	$1,075.00/event	$1,604.00/event
Constitution Room A and/or B - Weekday & Weekend	$53.00/hr	$69.00/hr
Founders Room - Weekday & Weekend	$50.00/hr	$69.00/hr
Classification IV Fees		
Set-Up Fee - Butterfield Rooms A and B	$79.00	$106.00
Butterfield Rooms A and B - Weekday	$192.00/hr	$215.00/hr
Butterfield Rooms A and B - Weekend	$1,604.00/event	$1,679.00/event
Butterfield A Room - Weekday	$156.00/hr	$169.00/hr
Butterfield A Room Weekend	$1,604.00/event	$1,679.00/event
Butterfield B Room - Weekday	$115.00/hr	$133.00/hr
Butterfield B Room Weekend	$1,604.00/event	$1,679.00/event
Constitution Room A and/or B - Weekday & Weekend	$69.00/hr	$87.00/hr
Founders Room - Weekday & Weekend	$69.00/hr	$87.00/hr
Classification V Fees		
Set-Up Fee	Varies	$125.00
Weekday Rate	Varies	$355.00/hr
Weekend Rate	Varies	$3,000.00/event
Enhancement Fees for Classifications II - V		
Cocktail Table Rental	$13.00	$25.00
Portable Screens	$20.00	$30.00
Courtyard Center		
Classification II Fees		
Meeting Center - Set-Up Fee	$79.00	$106.00
Meeting Center - Weekday	$75.00/hr	$99.00/hr
Meeting Center - Weekend	$739.00/event	$752.00/event
Activity Center - Set-Up Fee	$47.00	$53.00
Activity Center - Weekday & Weekend	$29.00/hr	$65.00/hr
Outdoor Space - Set-Up Fee	N/A	$53.00
Outdoor Space - Weekday & Weekend	N/A	$80.00/event
Classification III Fees		
Meeting Center - Set-Up Fee	$79.00	$106.00
Meeting Center - Weekday	$99.00/hr	$128.00/hr
Meeting Center - Weekend	$752.00/event	$1,130.00/event
Activity Center - Set-Up Fee	$47.00	$53.00
Activity Center - Weekday & Weekend	$40.00/hr	$75.00/hr

Section/Fee Description	Current fee	Proposed Fee
Outdoor Space - Set-Up Fee	N/A	$53.00
Outdoor Space - Weekday & Weekend	N/A	$80.00/event
Classification IV Fees		
Meeting Center - Set-Up Fee	$79.00	$106.00
Meeting Center - Weekday	$128.00/hr	$133.00/hr
Meeting Center - Weekend	$752.00/event	$1,130.00/event
Activity Center - Set-Up Fee	$47.00	$53.00
Activity Center - Weekday & Weekend	$46.00/hr	$95.00/hr
Outdoor Space - Set-Up Fee	N/A	$53.00
Outdoor Space - Weekday & Weekend	N/A	$80.00/event
Park Recreation Buildings		
Staffing Fee	$15.00/hr/staff	$35.00/hr/staff
Classification II - Edgar Park, West Grove Park, & West Haven Park	$50.00/hr	$55.00/hr
Classification III - Edgar Park, West Grove Park, & West Haven Park	$60.00/hr	$65.00/hr
Classification IV - Edgar Park, West Grove Park, & West Haven Park	$65.00/hr	$75.00/hr
Sports Fields		
Classification II Fees		
Baseball/Softball Fields - No Lights	$2/hr Resident $4/hr Non-resident	$15/hr Resident $3/hr Youth org $25/hr Adult org
Baseball/Softball Fields - With Lights	$20.00/hr	$25/hr Resident $25/hr Youth org $35/hr Adult org
Football/Soccer Fields - No Lights	$2/hr Resident $4/hr Non-resident	$20/hr Resident $3/hr Youth org $25/hr Adult org
Football/Soccer Fields - With Lights	$24.00/hr	$30/hr Resident $25/hr Youth org $35/hr Adult org
Classification III Fees		
Baseball/Softball Fields - No Lights	$20.00/hr	$32/hr Non-resident $20/hr Youth org $30/hr Adult org
Baseball/Softball Fields - With Lights	$25.00/hr	$25/hr Resident $25/hr Youth org $35/hr Adult org
Football/Soccer Fields - No Lights	$20.00/hr	$38/hr Non-resident $25/hr Youth org $35/hr Adult org
Football/Soccer Fields - With Lights	$30.00/hr	$45/hr Non-resident $30/hr Youth org $40/hr Adult org
Classification IV Fees		
Baseball/Softball Fields - No Lights	$15.00/hr	$32/hr Youth org $30/hr Adult org

Section/Fee Description	Current fee	Proposed Fee
Baseball/Softball Fields - With Lights	$25.00/hr	$38/hr Youth org $45/hr Adult org
Football/Soccer Fields - No Lights	$20.00/hr	$32/hr Youth org $45/hr Adult org
Football/Soccer Fields - With Lights	$30.00/hr	$45/hr Youth org $65/hr Adult org
Classification V Fees		
Baseball/Softball Fields - No Lights	$32.00/hr	$45/hr Youth org $55/hr Adult org
Baseball/Softball Fields - With Lights	$38.00/hr	$55/hr Youth org $65/hr Adult org
Football/Soccer Fields - No Lights	$32.00/hr	$45/hr Youth org $55/hr Adult org
Football/Soccer Fields - With Lights	$45.00/hr	$55/hr Youth org $65/hr Adult org
Sports and Recreation Center		
Classification II Fees		
Gymnasium	$55.00/hr Full $30.00/hr Half	$65.00/hr Full $35.00/hr Half
Multipurpose Room	$20.00/hr	$55.00/hr
Classification III Fees		
Gymnasium	$65.00/hr Full $35.00/hr Half	$85.00/hr Full $45.00/hr Half
Multipurpose Room	$25.00/hr	$65.00/hr
Classification IV Fees		
Gymnasium	$65.00/hr Full $35.00/hr Half	$95.00/hr Full $55.00/hr Half
Multipurpose Room	$25.00/hr	$65.00/hr
Classification V Fees		
Gymnasium	$85.00/hr Full $45.00/hr Half	$170.00/hr
Multipurpose Room	$35.00/hr	Included
Buena Clinton Youth and Family Center		
Upstairs Classroom 207 - Weekday & Weekend	$84.00/hr	$50.00/hr
Upstairs Teen Room - Weekday & Weekend	$84.00/hr	$50.00/hr
Upstairs Teen Room - Set-Up Fee	$100.00	$50.00
Outdoor Space (Add On)	$27.00/hr	$50/Event
Senior Center		
Dining Room Set-Up Fee	$63.00	$53.00
Dining Room - Weekday	$69.00/hr (Class II)	$76.00/hr
Dining Room - Weekend	$607.00/event	$668.00/event
Showmobile		
Damage Deposit	N/A	$500.00
Rental	$250.00/day	$350.00/day
Staff Set-Up/Breakdown Fee	N/A	$300.00/rental

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Appointments to the Parks, Recreation and Arts Commission and Traffic Commission to fill vacancies. (*Action Item*)	Date:	7/25/2023

OBJECTIVE

For the Mayor, with City Council approval, to appoint commissioners to fill vacancies on the Parks, Recreation and Arts Commission and the Traffic Commission.

BACKGROUND

At the June 27, 2023, City Council Meeting, Mr. Fernando Cueva and Mr. Joseph Larrichia were appointed to the Planning Commission. These appointments left vacancies on the Parks, Recreation and Arts Commission and the Traffic Commission.

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 notices were published and posted by the City Clerk's Office on July, 5 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 $275.00. Legal advertising costs were included in the City's operating budget.

RECOMMENDATION

It is recommended that the Mayor, with City Council approval, appoint a Commissioner to the Parks, Recreation and Arts Commission and a Commissioner to the Traffic Commission.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Applicant List	7/20/2023	Backup Material	2023_PARKS_AND_TRAFFIC_APPLICANT_LIST.pdf
Parks Vacancy Notice	7/21/2023	Notice	Parks_Commission_Special_Vacancy_Notice_(June_2023).pdf
Traffic Vacancy Notice	7/21/2023	Notice	Traffic_Commission_Vacancy_Notice_(June_2023).pdf

2023 GARDEN GROVE COMMISSION APPLICANTS

PARKS, RECREATION, AND ARTS

Alejandra Colon
Ariana Arestegui
Christian Jose Lopez
Christopher Bianco
Donald Taylor
Jennifer Tackney
Johnny Nguyen
Kelli Price
Kevin Mohr
Linda Le
Linda Zamora
Majeda Geramy
Monique Dominguez
Nicholas Dibs
Nora Valle
Ramiro Landeros
Sarah Slegers
William Tocki

TRAFFIC

Joel Silverthorn
Ceasr Morales
Dale Gilbert
Duy Nguyen
Idalia Galdamez Valle
James Webb
Joshua McNeill
Judy Bainto
Kevin Mohr
Minh-Tri Vu
Tracie Pham
Vincent Arzaga
William Tocki

CITY OF GARDEN GROVE

PARKS, RECREATION, AND ARTS COMMISSION SPECIAL VACANCY NOTICE

Pursuant to Garden Grove Municipal Code Section 2.21.013, notice is hereby given that the Garden Grove Parks, Recreation, and Arts Commission has an unscheduled vacancy 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 Parks, Recreation, and Arts Commission consists of seven members who are electors residing in Garden Grove. The current vacancy is to complete the term held by Commissioner Fernando Cueva. Parks, Recreation and Arts Commission meetings are regularly scheduled on the 2nd Thursday of January, April, July, and October at 6:00 p.m., and are held in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

/s/ TERESA POMEROY, CMC
City Clerk

Date: June 28, 2023
Publish: July 5, 2023

CITY OF GARDEN GROVE

TRAFFIC COMMISSION SPECIAL VACANCY NOTICE

Pursuant to Garden Grove Municipal Code Section 2.21.013, notice is hereby given that the Garden Grove Traffic Commission has an unscheduled vacancy 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 Traffic Commission consists of seven members who are electors residing in Garden Grove. The current vacancy is to complete the term held by Commissioner Joseph Laricchia. Traffic Commission meetings are regularly scheduled on the 1st Tuesday of January, March, May, July September, and November at 6:00 p.m., and are held in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

/s/ TERESA POMEROY, CMC
City Clerk

Date: June 28, 2023
Publish: July 5, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Appointment of a City Council Member to the Orange County Sanitation District. (*Action Item*)	Date:	7/25/2023

OBJECTIVE

For the City Council to appoint a City Council Member to the Orange County Sanitation District.

BACKGROUND

The Mayor was appointed as a Representative to the Orange County Sanitation District by the City Council at the meeting held on January 10, 2023, with Council Member O'Neill appointed as the alternate representative. The Mayor is seeking a replacement due to scheduling conflicts.

DISCUSSION

The Orange County Sanitation District (OCSD) is a special district established by the California State legislature. The County Sanitary District Act specifies that OCSD's Board of Directors include one member of the City Council of each city located wholly or partially within the Sanitation District's boundaries; one member from the County Board of Supervisors; and one member of the governing body of a public agency empowered to and engaged in the collection, transportation, treatment, or disposal of sewage. The governing body of each local government appoints a member to represent them on the District Board.

OCSD Board members meet regularly on the fourth Wednesday of every month at 6:00 p.m. in the Administrative Offices of the Sanitation District, located at 10844 Ellis Avenue, Fountain Valley. It is a 25 member board who oversee the implementation of goals as outlined in the OCSD Sewer Management Plan. There is a stipend in the amount of $212.50 per meeting and an FPPC Form 700 filing obligation with OCSD when assuming or leaving office, as well as annually.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

It is recommended that the City Council:

- Appoint a City Council Member to the Orange County Sanitary District Board to complete the term for Mayor Jones.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Approval to participate in the 2023-2024 Cannabis Tax Fund Grant Program. (Grant Amount: $250,000) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To obtain City Council approval to participate in a Cannabis Tax Fund Grant Program through the California Highway Patrol (CHP). Under the grant, the City can receive $250,000 in federal funds to implement DUI/CDL Checkpoints, selective DUI enforcement operations, and educational activities within the community.

BACKGROUND

With the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the state set aside funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B). The Cannabis Tax Fund Grant Program marks an essential step toward reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel. The Garden Grove Police Department has applied for and received similar grants since 1996.

DISCUSSION

The California Highway Patrol (CHP) works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving. The CHP will consider various factors in determining specific needs for each grant cycle, including opportunities and projects best suited to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs.

The purpose of the Cannabis Tax Fund Grant Program (CTFGP) is to provide alternative funding sources to augment, but not supplant, current activities and programs. The CHP will allocate funds for the project categories by California Code of Regulations (CCR) Sections 1890.05 through 1890.07, as determined by the CHP.

FINANCIAL IMPACT

The total amount for the Fiscal Year 2023-24 grant will be $250,000. The City is not required nor plans to hire additional personnel and incur additional expenses to participate in the grant program. The California State Controller's Office appropriates the funding provided, and all grants are awarded on a competitive basis.

RECOMMENDATION

It is recommended that the City Council:

- Authorize participation in the Cannabis Tax Fund Grant Program (CTFGP);
- Accept the Office of Traffic Safety Grant Funds in the Amount of $250,000;
- Authorize the Police Chief, Finance Director, and Finance Manager to execute the grant agreement on behalf of the City; and
- Allocate these grant monies to fund Selective DUI Enforcement Operations.

By: Police Officer Jeremy Morse

ATTACHMENTS:

Description	Upload Date	Type	File Name
Grant Agreement from the California Highway Patrol (CHP)	7/12/2023	Backup Material	Terms_and_Conditions.pdf

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Garden Grove Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Grantees shall not exceed the travel rates paid to exempt, excluded, and represented State of California employees and will be reimbursed at the State travel rates. Any costs beyond State travel rates will be at the expense of the Grantee.

Project Description

The Garden Grove Police Department provides in-house training to new hires during the new officer orientation period. This training is crucial as officers graduating from the academy are not exposed to DUI related investigations in the field prior to being trained by their Field Training Officers. As a part of our field training period, officers in training are exposed to DUI investigations on scene and shadow senior officers conducting these investigations. The department currently has two DRE instructors in specialty assignments. These officers routinely attend DRE training courses and supervises DRE examinations being conducted by officers during the DRE training program. Currently, both DRE instructors attend approximately ten DRE courses yearly. In addition to this, their supervising duties are typically six hours in length each training. The department would also like to use this additional funding to send more officers to advanced training courses to become trainers for FST, ARIDE and DRE within the department.

The Garden Grove Traffic Unit along with our Crime Prevention Unit has in the past conducted "Know Your Limit" operations within the city. These operations included bringing our PAS machines to different establishments and having citizens voluntarily provide a breath sample to see what their BAC levels were after consuming alcoholic beverages. These operations provided great learning experiences to motorists as most of the time what they believed their BAC was turned out to be much higher with the assistance of the PAS machine. The Garden Grove Police Department also currently possesses Marijuana intoxication goggles to imitate the effects of Cannabis as it applies to driving.

These goggles have been used in school presentations and at Citizen Academy training days. As part of our equipment purchase proposal, the department is seeking to upgrade these DUI cannabis and alcohol goggles. The ones we currently possess are dated, damaged and need replacement. The company Innocorp, Ltd produces newer model FatalVision goggles that includes activities geared towards showing impairment for alcohol, cannabis, and combination type side effects. The department is requesting funding towards this topic to use at school presentations and other community policing type events throughout the year. In addition to such operations, our Traffic Unit and Crime Prevention Unit has had educational booths at public locations including schools educating citizens on the dangers of driving impaired including driving under the influence of any drug.

In terms of enforcement efforts, the Garden Grove Police Department would like to increase how many DUI saturation operations are conducted per year. The department is provided funding to conduct DUI saturation patrols from the OTS STEP grant. While this additional funding has helped the department combat impaired driving, additional allocated money in this category would help us combat the growing issue of impaired driving. The department conducts such operations throughout the year and doubles the amount of operations in the winter months. Statistically, the winter season has proven to show an increase in DUI related traffic collisions and arrests.

Problem Statement & Proposed Solution

Garden Grove is a city located in Orange County, California. With a population of 172,270, it is the 32nd largest city in California and the 164th largest city in the United States. Garden Grove is currently growing at a rate of 0.06% annually, but its population has decreased by 0.31% since the most recent census, which recorded a population of 172,800 in 2020. Spanning over 18 miles, Garden Grove has a population density of 9,593 people per square mile. Garden Grove is a city with a majority being Asian- Americans and is 7th among top cities of at least 100,000 people with the highest percentage of Asian-Americans.

Schedule A

With only 172 sworn officers including administrative staff, that is a ratio of one officer per every 1,002 citizens spread over the highly densely populated 18 square miles. Regarding traffic enforcement, there are only 11 motor officers to patrol the 18 square miles and 172,270 residents, not including the patrons, visitors and working force within the city.

Traffic collision investigations continue to be one of the most common calls for service officers respond to within the city. The city has seen a rising trend in alcohol/ drug related injury/non injury vehicle collisions in the past five years. This trend is common amongst the County of Orange and the County of Los Angeles.
In the City of Garden Grove, there has been a total of 55 fatal traffic collisions since the beginning of 2017 to 2022. Of those fatalities, 30 of them have involved impaired drivers, as well as over 147 other injury traffic collisions involving impaired drivers. The negative effects of drinking and driving have struck our community on several occasions and the Garden Grove Police Department is committed to using all resources available to combat the problem.

The City of Garden Grove has taken a zero-tolerance approach towards drunk/impaired driving the last five years and made over 1708 arrests and initiated several thousand citizen contacts related to DUI Investigations. The City of Garden Grove is committed to the safety of our citizens and has utilized DUI Checkpoints and DUI Saturation patrols to deter, locate, and arrest alcohol/drug impaired drivers, and provide educational opportunities to the members of the community.

Through the opportunities granted to our Department through the OTS STEP Grant, we continued our zero tolerance efforts towards the eliminating and alcohol/drug impaired driving. The efforts are focused on all motorists and citizens in the community. Through press releases and social media platforms, an effort is always made to educate the community on the dangers of alcohol/drug impaired driving, the costs of being prosecuted for DUI/DUID, and alternative methods of transportation available to those that may consider driving while impaired. The City of Garden Grove has capitalized on funding provided by the Office of Traffic and Safety but additional funding from the Cannabis Tax fund would increase our abilities to keep our roadways safe.

The problem of impaired driving continues to rise. According to the 2018 National Survey on Drug Use and Health (NSDUH) in 2018, 12.6 million drivers drove under the influence of illicit drugs. After alcohol, marijuana is the drug most often found in the blood of drivers involved in crashes. THC (delta-9-tetrahydrocannabinol) can be detected in body fluids for days or even weeks after use and is often combined with alcohol.

The vehicle crash risk associated with marijuana in combination with alcohol, cocaine, or benzodiazepines appears to be greater than that for each drug by itself. According to the Governors Highway Safety Association, 43.6 % of fatally injured drivers in 2016 tested positive for drugs and over half of those drivers were positive for two or more drugs. Based on data from the National Highway Traffic Safety Administration in 2016, among drivers tested in fatal crashes, 44% had used a legal or illegal drug, compared with 38% who tested positive for alcohol. Per TREDS, according to a 2014 study, there were 7,000 new marijuana users per day. After alcohol, marijuana was the most commonly detected drug among drivers killed in crashes in 2016, out of 44% of drivers killed in crashes who tested positive for drugs, 41% had used a strain of marijuana

DUI STATISTICAL DATA 2019-2022

- DUI Alcohol Arrests: 626
- DUI Drug Arrests: 125
- DUI Combination Arrests: 32
- FATAL DUI Arrests: 09

FATAL TRAFFIC COLLISION STATISTICAL DATA BETWEEN 2019-2022

- 2019: 5 Fatal Collisions.
- 2020: 10 Fatal Collisions. 5 Involving DUI.
- 2021: 18 Fatal Collisions. 2 Involving DUI.
- 2022: 07 Fatal Collisions. 2 Involving DUI.

NON-FATAL TRAFFIC COLLISION STATISTICAL DATA BETWEEN 2019-2022

- 2019 Non injury collisions- 1286. 2020 Non injury collisions- 1026. 2021 Non injury collisions- 1257
- 2019 Injury collisions- 526. 2020 Injury collisions- 390. 2021 Injury collisions- 513

Schedule A

- 2019 Alcohol related collisions- 109. 2020 Alcohol related collisions- 80. 2021 Alcohol related collisions- 111
- 2019 Drug involved collisions- 7. 2020 Drug involved collisions- 11. 2021 Drug involved collisions- 11
- 2019 Combination involved collisions- 3. 2020 Combination involved collisions- 2. 2021 Combination involved collisions- 3

All members of the Traffic Unit work together towards meeting and/or exceeding Grant goals and objectives. The Traffic Unit and patrol officers utilize necessary personnel and equipment to adequately staff and carry out the grant goals and objectives. One Police Sergeant and one motor Officer, with the help of a Senior Accountant from Garden Grove City Hall, all assist with the documentation and planning of the Grant operations as well as required reimbursements.

Members of the Traffic Unit have attended Pre-Operational Grant Training and DUI/CDL Checkpoint Planning and Management classes. There are several Officers who have attended POST certified courses and successfully completed the SFST and ARIDE courses and several members of the Traffic Unit are certified Drug Recognition Experts (DRE). We are among County and State leaders in training of Officers as Drug Recognition Experts and see the vital need for continuous education.

Recently, we have experienced a revamp of our traffic Unit with the addition of a second supervisory position, and the focus on training has increased due to the necessity and importance of having experienced officers within the traffic unit with sufficient expertise to carry out the daily duties and involved investigations. These highly trained Officers allow us to utilize the allotted grant funds adequately and appropriately to their maximum effectiveness and make the City of Garden Grove a safer place.

Performance Measures/Scope of Work
GOALS:

Reduce the number of persons killed in alcohol involved traffic collisions by 35%

Reduce the number of persons injured in alcohol involved traffic collisions by 20%

Reduce the number of persons killed in drug involved traffic collisions by 25%

Reduce the number of persons injured in drug involved traffic collisions by 20%

Reduce the number of persons injured in alcohol and drug involved traffic collisions by 20%

Increase the number of DUI drug arrests during DUI saturation patrols from quarter 1 to quarter 4 by 20%

Increase the number of DUI alcohol arrests during DUI saturation patrols from quarter 1 to quarter 4 by 20%

Increase the number of DUI alcohol/ drug combination arrests during DUI saturation patrols from quarter 1 to quarter 4 by 20%

OBJECTIVES:

Ensure 5 sworn Garden Grove Police Department Officers attend SFST and ARIDE by the end of the 4th quarter.

Ensure 1 DRE officer attends DRE Instructor School by the conclusion of the 1st quarter.

Ensure 02 officers officer attends SFST Instructor School by 2nd quarter.

Send 2 DRE officers to recertification school if applicable during this grant cycle by the 4th quarter.

Send approximately 06 officers to the upcoming DRE conference August 9-11, 2023, in the City of Anaheim by the 1st quarter.

Schedule A

Ensure 2 DRE Instructors attend at least 10 DRE certification trainings each between the 1st and 4th quarter.

The Garden Grove Police Department is dedicated to meeting the above listed goals and objectives. To do this, the Department will assign approximately three to four DUI saturation over time patrols each month. These patrols will be carried out by a DRE trained officer if possible and or by an officer with advanced training such as ARIDE. Each of these saturation patrol operations will consist of at least 2 officers but the goal will be to have at least four officers working at a time including a supervisor. The saturation patrols would be in ten hour shifts with an off duty time at approximately 0200/0300. The training goals and objectives outlined will be obtained by sending officers to specialized schools. There is a limited amount on funding currently allotted to travel as it pertains to training. There have been several issues in the past related to travel and training courses that are hosted outside of this county. Due to this, officers have been unable to have their training requests approved by management because of the cost of travel and lodging. If the department is fortunate enough to obtain this grant, funding can be used to send officers to these specialized courses that require travel and lodging costs.

The department is also requesting funding in the category of "Know your Limit." This provides officers that opportunities to make positive contacts with the public and create a dialogue about the dangers of driving under the influence. The department is currently limited to only holding two campaigns a year due to funding. This request for funding would allow officers to not only conduct several more campaigns a year but the discussion about DUI drug and combination type offenses can be discussed with members of the public. The department would like to conduct approximately four different "Know your Limit" campaigns would approximately three to four officers per event.

The department is requesting funding towards travel and education for the purposes of attending the 2023 IACP Impaired Driving and Traffic Safety Conference. This conference is a three day event and is being hosted in the city of Anaheim. This conference is not only beneficial to our current Drug Recognition Experts, but it is also important for anyone in the field of traffic or DUI operations. The department has never had funding to send officers to such an event and would enjoy the opportunity to send members of our traffic unit to the conference in August 2023.

The main goal is to increase our number of DUI alcohol/ DUI drug arrests between Q1 and Q4. The department is hoping to increase arrests in these areas by at least 20%. In addition to saturation patrols, the department wants to conduct more DUI/DL checkpoints per year with the assistance of this grant. Currently, the department can conduct approximately two check points a year with the assistance of OTS funding. If we are to acquire additional funding, the department would like to conduct additional checkpoints as well. These DUI/DL checkpoints would conclude around 0200/0300 and each operation would be ten hours in length. We strongly believe that by increasing our saturation patrols, dui checkpoints and other DUI related activities we can ultimately make the streets of Garden Grove a safer place for our residents.

Project Performance Evaluation

The Garden Grove Police Department Traffic Unit will keep extensive notes and use course/ instructor evaluation documentation over the duration of the grant period. This will assist in proper record-keeping and quality control. This will be continually monitored, and appropriate adjustments will be made when and if necessary. Grant activity progress will be reported on a quarterly basis to ensure actions are being taken towards the set goals.

Additionally, we will use the data compiled to create a "Final Evaluation" section in the fourth quarter of the set grant period. This will provide a summary of the grant's accomplishments, challenges, and other significant activities. This narrative will include whether the Department met, exceeded, or if we fell short of the goals/ objectives. If the Department falls short of the goals/ objectives listed, an explanation will be provided in detail.

Program Sustainability

The Garden Grove Police Department's main goal is to reduce the number of dangerous DUI drivers on our roadways. In an effort to combat the ongoing trend of DUI related injury/ fatal traffic collisions countywide, our department conducts saturation patrols almost weekly. Due to limited funding, DUI patrols and checkpoints are limited to the money allotted from grants such as the Office of Traffic Safety (OTS).

Schedule A

Our department has never received funding from the Cannabis Tax Fund Grant Program, but we're ambitious and extremely motivated to utilize these funds and make a positive impact for our community members.

The long-term goals we have in place are to use these funds immediately for not only enforcement purposes but also for training purposes as well. The Department would like to send more officers to advanced trainings such as SFST, ARIDE and DRE. Personnel permitting, training and certification would be a top priority in terms of sustainability for continued enforcement. Currently, this Department does not have as many trained DRE officers as we would like. If we are fortunate enough to receive this funding, our department would be able to send more officers to different schools to have more trained and competent officers conducting enforcement. The skills learned as a DRE are extremely valuable to officers to possess while conducting DUI enforcement and identifying drug impaired drivers upon the roadway.

This Department has always embraced partnerships with outside agencies, and we have always welcomed engagement and collaborative efforts. As laws continue to change and evolve pertaining to illicit substances, now more than ever an emphasis needs to be placed on enforcement and education. This funding can also be utilized to send officers to round table trainings and seminars that are held throughout the state. Currently, there is no City funding allotted towards sending officers to these types of trainings. This is due to the cost of travel and lodging for numerous officers to attend trainings that are outside commute distances.

Administrative Support

The grant coordinators within this department have become extremely efficient with not only meeting the outlined requirements of past grants awarded but excelling and exceeding the expectations outlined. Proper use of grant funds is always a top priority for the coordinators and the management that oversee all grant related activities. Currently, officers assigned to the Neighborhood Traffic Unit (NTU) oversee managing grants awarded by the OTS. In addition to this, a supervisor within the traffic unit oversees all final decision making and accounts on where funding is being used. Once the coordinator approves an activity or purchase from grant funding, the supervisor assigned has the final decision to approve or deny the request.

Our grant coordinators also keep an open line of communication with fiscal representatives at city hall. These relationships between our officers and accounting ensure that proper documentation and preparation is completed prior to, during and at the end of grant cycles. The Command Staff within this agency have placed great emphasis on driving under the influence and support our efforts to continue to combat the dangers of these illegal actions. This Department has the necessary trained personnel to manage such a grant and we are confident we will excel if we are fortunate enough to receive this additional funding.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
12957	Garden Grove Police Department	$250,000.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs		
	IACP Conference - Registration Fee	$3,000.00
	Fatal Vision Goggles	$2,562.20
Category Sub-Total		**$5,562.20**
Personnel		
	DUI Checkpoint	$84,700.00
	DUI Saturation Patrol	$145,200.00
	Education/Outreach - Know Your Limit	$2,288.80
Category Sub-Total		**$232,188.80**
Travel		
	IACP Conference - Travel	$12,249.00
Category Sub-Total		**$12,249.00**

Grant Total	$250,000.00

Schedule B-1
Budget Narrative

Garden Grove Police Department

Other Direct Costs

IACP Conference - Registration Fee
$3,000.00
Registration fee for 6 Officer. $500 per Officer.

Fatal Vision Goggles
$2,562.20
Fatal Vision alcohol Program kit 1 at 1100 and Fatal Vision Marijuana Simulation 1 at 1160 plus shipping and handling and sales tax.

Personnel

DUI Checkpoint
$84,700.00
7 DUI checkpoints per year * 11 Officers and 2 Sergeant per DUI Checkpoint, 10 hrs. per Officer. Total salary and benefits = $84,700 (Officer - 10 hrs. X $90 X 11X7 =69,300, Sergeant - 10 hrs. X $110 X 2X 7 =15,400).

DUI Saturation Patrol
$145,200.00
12 DUI saturations per year. 11 Officers and 2 Sergeant per DUI saturation, 10 hrs. per Officer. Total salary and benefits = $145,200 (Officer - 10 hrs. X $90 X 11X12 =118,800, Sergeant - 10 hrs. X $110 X 2X 12 =26,400).

Education/Outreach - Know Your Limit
$2,288.80
1 Per year.

Travel

IACP Conference - Travel
$12,249.00
7 Officers
$12,249.00

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Award a contract to All City Management Services, Inc., for RFP No. S-1312 - Crossing Guard Services. (Cost: $302,076) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To obtain City Council approval to award a contract to All City Management Services, Inc. (ACMS) to provide crossing guard services in the City of Garden Grove.

BACKGROUND

RFP No. S-1312 was posted on the City's website on May 22, 2023 via the Planet Bids online bidding system. Three proposals were received and The Source Selection Committee (SSC) review was completed on July 12, 2023. The final scores are as follows:

All City Management Services, Inc.	**280**
Everything Parking Inc., dba Cross Safe	172
Citiguard, Inc.	128

DISCUSSION

The term of the agreement with ACMS will be for a period of one (1) year, with an option to extend for an additional four (4) years, for a total of five (5) years. Option years will be exercised one (1) fiscal year year at a time, at the sole option of the City. At least 60 days prior to each renewal option year, ACMS will provide the City with the proposed hourly rate for the coming option year.

FINANCIAL IMPACT

Total consideration for the agreement will not exceed the amount of $302,076 for the

first fiscal year. Funding for this agreement is included in the adopted Police Department's operating budget for FY 2023-24 (Fund 224). There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to All City Management Services, Inc., in an amount not to exceed $302,076, for crossing guard services through June 30, 2024, with an option to extend for an additional four (4) years; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto on behalf of the City; and

- Authorize the City Manager to execute future amendments to the contract, including exercising options years, contingent upon funding availability.

By: Courtney Cibosky, Police Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Professional Services Agreement - All City Mgmt	7/18/2023	Agreement	PROFESSIONAL_SERVICES_AGREEMENT-_ALL_CITY_MGMT_SERVICES_INC.pdf
Attach B- All City Mgmt Svcs	7/18/2023	Backup Material	Attachment_B-_All_City_Management_Services_Inc.pdf
Attach B-All City Mgmt Svcs 2	7/18/2023	Backup Material	Attachment_B-_All_City_Management_Services_2.pdf
Attach C- Crossing Guard Assignments and Locations	7/18/2023	Backup Material	Attachment_C-Cross_Guard_Assignments_and_Locations.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this_____day of_____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **All City Management Services, Inc.,** herein after referred to as "CONTRACTOR"**.**

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____**.**

2. CITY desires to utilize the services of CONTRACTOR Provide Crossing Guard Services for the City of Garden Grove for fifteen (15) school locations within the Garden Grove Unified School District per RFP S-1312.

3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination**. The initial term of the agreement shall be from full execution through June 30, 2024, with an option to extend said agreement an additional four (4) fiscal years, for a total performance period of five fiscal (5) years. Option years shall be exercised one (1) fiscal year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.

2. **Services to be Provided** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work which is attached as Attachment "A", and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

   3.1 AMOUNT. AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of Three Hundred Two Thousand Seventy Six Dollars ($302,076.00), for the first fiscal year, payable in arrears and in accordance with the Contractor's Proposal Pricing (Attachment "B"). All work shall be in accordance with RFP No. S-1312. Two months prior to all contract option year renewals, the Contractor must provide documentation supporting any price adjustments for the City's review.

3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on Proposal Pricing (Attachment "B") included in proposal.

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

3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4.0 **Insurance Requirements.**

COMMENCEMENT OF WORK. CONTRACTOR and all subcontractors shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. CONTRACTOR shall be responsible to collect and maintain all insurance from contractors and subcontractors. All subcontractors shall obtain and maintain the same insurance as required of CONTRACTOR. 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. Each policy shall also contain a waiver of subrogation wherein the insurer waives its rights of subrogation against the City, its officers, officials, agents, employees, and volunteers.

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

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

(a) Commercial general liability in an amount of $5,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount of $1,000,000.00 combined single limit. (**claims made and modified occurrence policies are <u>not</u> acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(c) Excess liability, following form, coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (claims made and modified occurrence policies are not acceptable). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

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

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

An Additional Insured Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor**. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

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

   a. (Contractor)
   All City Management Services, Inc.
   Attention: Brian Brooks, Chief Operating Officer
   10440 Pioneer Blvd., Suite 5
   Santa Fe Springs, CA 90670

   b. (Address of CITY)
   City of Garden Grove
   11222 Acacia Parkway
   Garden Grove, CA 92840

   (with a copy to):
   Garden Grove City Attorney
   11222 Acacia Parkway
   Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

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

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by CITY

Notwithstanding the foregoing, however, in the event that a court or jury determines that liability with respect to any Loss was caused or contributed to by the negligent act, error, omission or willful misconduct of either CITY or CONTRACTOR, liability will be apportioned between CONTRACTOR, on the one hand, and CITY on the other hand with regard to such loss based upon the parties' respective degrees of culpability, as determined by the court or jury.

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

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By:_____
City Manager

ATTESTED:

_____
City Clerk

Date: _____

"CONTRACTOR"
All City Management Services, Inc.

By: _____

Name:_____

Title:_____

Date: _____

Tax ID No. _____

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

APPROVED AS TO FORM:

_____
Garden Grove City Attorney

_____

ATTACHMENT "A"

SCOPE OF SERVICES
RFP S-1312

PROVIDE CROSSING GUARD SERVICES FOR THE CITY OF GARDEN GROVE

ORGANIZATION BACKGROUND

The City of Garden Grove, with a population of approximately 180,000, is located in central Orange County approximately twenty-five miles southeast of downtown Los Angeles. It is the fifth largest city in Orange County and the twenty-fifth largest city in the State of California. Despite the City's comparatively large size, it is a relatively young community, being incorporated on June 18, 1956.

The City spans an area of approximately 18.0 square miles. It has the Council-Manager form of government, with the Mayor elected at large. The City Council engages the City Manager and City Attorney. The City Manager has the responsibility for hiring the department heads and for administering the City's programs in accordance with the policies adopted by the Council.

The City is a full service city. The services provided by the City include police, paramedic, street maintenance, park maintenance, water, sewer, refuse, recreation, traffic/transportation, public improvements, planning, zoning, and general administrative services such as human resources, information technology services, and accounting. Also included in the City's overall operations are the Garden Grove Housing Authority, the Garden Grove Sanitary District, the Garden Grove Public Financing Authority, and the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development.

CONTRACTOR SHALL PROVIDE THE FOLLOWING TO THE CITY

Contractor shall provide crossing guard services for designated schools within the City of Garden Grove ("City"). There are currently fifteen (15) Crossing Guard locations that are staffed during the school year.

The Garden Grove Unified School District (GGUSD), through its designated liaison, may request to make changes to crossing guard locations and/or work hours on a temporary or extended but not permanent basis (less than a full school year). Contractor shall make no changes without prior authorization from the City's designated project manager. In the event the Contractor is contacted by a school requesting service outside of the contract terms, Contractor shall refer the school to their designated GGUSD liaison and advise the school no changes will be made until proper authorization is received

1. City shall identify the locations when and where Contractor shall furnish Crossing Guards. No changes to work hours shall occur without the written agreement of the City. In the event the City identifies the need for additional crossing guards, the City may add or eliminate Crossing Guard locations accordingly and Contractor shall agree to add or reduce service locations in accordance with the City's actions. Please reference Attachment "C", of this document for the current locations.

2. Contractor will be responsible to coordinate with representatives from all schools served to verify that coverage is provided in accordance with school schedules.

3. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location, or for emergency basis.

4. Contractor will be responsible for all supervision of all employees at all sites to ensure school crossing guard services.

5. Contractor shall provide Crossing Guards during the times and at the locations specified by the City.

a. Crossing Guards schedules shall not deviate from the schedules specified by the City for each location without prior written approval of the City.

6. Contractor's personnel assigned to provide Crossing Guard services under this Contract shall be trained in accordance with the most current version (presently the 2014 Rev. 2 Edition) of the California Manual on Uniform Traffic Control Devices (CMUTCD), Chapter 7D. Crossing Supervision, Attachment "D" to this Contract. If Contractor's personnel are trained pursuant to some other standard, Contractor shall provide evidence of said training protocols and the training shall be, at a minimum, equivalent to the criteria set forth in the CMUTCD; use of a training standard other than CMUTCD shall require advanced written approval by the City.

7. Contractor personnel shall be at least 18 years of age, be physically and mentally capable of performing the duties of a Crossing Guard and have the ability to give and follow oral instructions. The Crossing Guard shall be able to communicate in the English language.

8. Contractor shall provide all Crossing Guards with uniforms as described in the CMUTCD Section 7D.04, "Uniform of Adult Crossing Guards" (see Attachment "D") by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all personnel performing the duties of Crossing Guards under this Contract and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions.

9. Contractor shall also provide all Crossing Guards with appropriate equipment including a hand held Stop sign and any other safety equipment, which may be necessary.

10. Contractor's personnel assigned to perform Crossing Guard services under this Contract shall, at a minimum, comply with the Operating Procedures set forth in the CMUTCD, Section 7D.05, "Operating Procedures for Adult Crossing Guards" (see Attachment "D").

11. Contractor will conduct background investigations, at no expense to the City, on each individual employee to ensure the person is fit to serve as a school crossing guard.

12. Annual criminal background history re-checks must be conducted, at no cost to the City, for all Contractor personnel assigned to this contract prior to the commencement of each new school year.

13. The City shall not supply any items for this Contract.

ATTACHMENT "B"
PROPOSAL PRICING

RFP S-1312
CROSSING GUARD SERVICES

Contractors shall provide the services set forth in Attachment A, Scope of Services, at the following rate:

A. **Hourly Compensation for Crossing Guard Services**

$_____ /hour

B. Please note any *minimum amount of hours required* per assignment, if any:

_____ /hours per assignment

If minimums do not apply, please indicate N/A.

Please provide a response for both Items A and B above or your proposal may be deemed as non-responsive.

ATTACHMENT "C"

CROSSING GUARD ASSIGNMENTS AND LOCATIONS

This document can be found on the City's Planet Bids portal for this RFP under the "Documents" tab.

ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Garden Grove, CA** Crossing Guard Program.

Proposed Hourly Rate: Twenty-seven Dollars and Ninety-seven Cents **($27.97)** per hour, per guard. This pricing is based upon 15 crossing guards compensated an average of 4.0 hours per day, for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 10,800 hours, we project a **Not to Exceed price of $302,076.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Garden Grove** would only be billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670
Phone numbers: 310.202.8284 or 800.540.9290
Fax number: 310.202.8325
Website address: www.thecrossingguardcompany.com
24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell:	baron@thecrossingguardcompany.com
Vice President of Operations: Patricia Pohl:	pat@thecrossingguardcompany.com
Director of Marketing: Harlan Sims:	harlan@thecrossingguardcompany.com
Interim Finance Director: Noel Concha	noel@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.

ATTACHMENT "B"
PROPOSAL PRICING

RFP S-1312
CROSSING GUARD SERVICES

Contractors shall provide the services set forth in Attachment A, Scope of Services, at the following rate:

A. **Hourly Compensation for Crossing Guard Services**

$ 27.97 /hour

B. Please note any *minimum amount of hours required* per assignment, if any:

4.0 /hours per assignment (assignment consists of two (2) shifts daily)

If minimums do not apply, please indicate N/A.

Please provide a response for both Items A and B above or your proposal may be deemed as non-responsive.

CITY OF GARDEN GROVE
ELEMENTARY SCHOOL CROSSING GUARD LOCATIONS

ATTACHMENT "C" CROSSING GUARD ASSIGNMENTS AND LOCATIONS

	LOCATION	MON	TUES	WED	THURS	FRI
1	Springdale St / Stanford Ave (NE)	7:20-8:35 AM	7:20-8:35 AM	7:20-8:35 AM	7:20-8:35 AM	7:20-8:35 AM
	Barker Elementary	2:20-3:20 PM	2:20-3:20 PM	12:50-1:35 PM	2:20-3:20 PM	2:20-3:20 PM
2	Bixby Ave / Hester Pl (NE)	7:20-8:30 AM	7:20-8:30 AM	7:20-8:30 AM	7:20-8:30 AM	7:20-8:30 AM
	Brookhurst Elementary	2:25-3:10 PM	2:25-3:10 PM	1:25-2:10 PM	2:25-3:10 PM	2:25-3:10 PM
3	Cardinal Ave / Clinton St (SE)	7:05-8:05 AM	7:05-8:05 AM	7:05-8:05 AM	7:05-8:05 AM	7:05-8:05 AM
	Clinton-Mendehhall Elementary	2:00-2:45 PM	2:00-2:45 PM	1:25-2:10 PM	2:00-2:45 PM	2:00-2:45 PM
4	Lampson Ave / N on Springdale St (IFOS) E	7:30-8:40 AM	7:30-8:40 AM	7:30-8:40 AM	7:30-8:40 AM	7:30-8:40 AM
	Enders Elementary	2:40-3:25 PM	2:40-3:25 PM	1:10-1:55 PM	2:40-3:25 PM	2:40-3:25 PM
5	Lampson Ave / Nelson St (NW)	7:15-8:15 AM	7:15-8:15 AM	7:15-8:15 AM	7:15-8:15 AM	7:15-8:15 AM
	Evans Elementary	2:10-2:55 PM	2:10-2:55 PM	12:55-1:40 PM	2:10-2:55 PM	2:10-2:55 PM
6	Woodbury Rd / Ward St (NW)	7:15-8:15 AM	7:15-8:15 AM	7:15-8:15 AM	7:15-8:15 AM	7:15-8:15 AM
	Excelsior Elementary	2:10-2:55 PM	2:10-2:55 PM	1:20-2:05 PM	2:10-2:55 PM	2:10-2:55 PM
7	Gilbert St / Orangewood Ave (NE)	7:05-8:10 AM	7:05-8:10 AM	7:05-8:10 AM	7:05-8:10 AM	7:05-8:10 AM
	Gilbert Elementary	2:10-2:55 PM	2:10-2:55 PM	1:20-2:05 PM	2:10-2:55 PM	2:10-2:55 PM
8	Morningside Dr / Ward St (SE)	7:15-8:15 AM	7:15-8:15 AM	7:15-8:15 AM	7:15-8:15 AM	7:15-8:15 AM
	Morningside Elementary	2:05-2:50 PM	2:05-2:50 PM	1:15-2:00 PM	2:05-2:50 PM	2:05-2:50 PM
9	Springdale St / Santa Catalina Ave (W)	7:00-8:00 AM	7:00-8:00 AM	7:00-8:00 AM	7:00-8:00 AM	7:00-8:00 AM
	Patton Elementary	2:00-2:45 PM	2:00-2:45 PM	12:45-1:30 PM	2:00-2:45 PM	2:00-2:45 PM
10	Dolan St / Orangewood Ave (IFOS)	7:45-8:45 AM	7:45-8:45 AM	7:45-8:45 AM	7:45-8:45 AM	7:45-8:45 AM
	Simmons Elementary	2:10-2:55 PM	2:10-2:55 PM	1:50-2:35 PM	2:10-2:55 PM	2:10-2:55 PM
11	Buaro St / Lampson Ave (NW)	7:00-8:05 AM	7:00-8:05 AM	7:00-8:05 AM	7:00-8:05 AM	7:00-8:05 AM
	Violette Elementary	2:05-2:50 PM	2:05-2:50 PM	1:05-1:50 PM	2:05-2:50 PM	2:05-2:50 PM
12	Buaro St / Lampson Ave (SE)	7:00-8:05 AM	7:00-8:05 AM	7:00-8:05 AM	7:00-8:05 AM	7:00-8:05 AM
	Violette Elementary	2:05-2:50 PM	2:05-2:50 PM	1:05-1:50 PM	2:05-2:50 PM	2:05-2:50 PM
13	Lampson Ave / Volkwood St (SE)	7:30-8:30 AM	7:30-8:30 AM	7:30-8:30 AM	7:30-8:30 AM	7:30-8:30 AM
	Warren Elementary	2:20-3:05 PM	2:20-3:05 PM	1:25-2:10 PM	2:20-3:05 PM	2:20-3:05 PM
14	Chapman Ave / Magnolia St (SE)	7:45-8:45 AM	7:45-8:45 AM	7:45-8:45 AM	7:45-8:45 AM	7:45-8:45 AM
	Zeyen Elementary	2:00-2:45 PM	2:00-2:45 PM	1:45-2:30 PM	2:00-2:45 PM	2:00-2:45 PM
15	Chapman Ave / Magnolia St (NW)	7:45-8:45 AM	7:45-8:45 AM	7:45-8:45 AM	7:45-8:45 AM	7:45-8:45 AM
	Zeyen Elementary	2:00-2:45 PM	2:00-2:45 PM	1:45-2:30 PM	2:00-2:45 PM	2:00-2:45 PM

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Approval of the Second Amendment to the agreement with the County of Orange to provide forensic services. (Cost: $640,743) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To obtain City Council approval of the Second Amendment to the Agreement with the County of Orange to provide forensic services for the Garden Grove Police Department.

BACKGROUND

Since 1996, the City of Garden Grove has contracted with the County for crime scene forensic services. The Orange County Crime Lab provides these services and is the only local forensics lab with the capabilities and logistics to provide all the forensic services required by the Department.

Historically, the Department has entered into five-year agreements with the County of Orange for these services, and the current five-year term expires on June 30, 2026. The Second Amendment adjusts the costs for serevices provided by the County for fiscal year 2023-2024. During the term of the agreement, the Orange County Crime Lab will continue to provide enhanced services and the following County service personnel:

- (2) Lead Forensic Specialists
- (1) Forensic Scientist III

DISCUSSION

The current agreement with the County for enhanced crime scene investigation expires June 30, 2026. As recommended by the Police Department and pursuant to Garden Grove Municipal Code, Section 2.50.060(d), bidding was dispensed as it was determined that the County of Orange is the only provider of enhanced crime scene investigation and the only local forensics lab with the capabilities and logistics to provide all the forensic services required by the Police Department.

DNA has continued to be the leading technology for gathering forensic evidence and solving crimes. Having a Forensic Scientist assigned to the Garden Grove Police Department for DNA casework has dramatically increased the efficiency in submitting and receiving crime lab results for the Detective Bureau. The Police Department is extremely satisfied with the level of quality and service it has received from the Orange County Crime Lab.

FINANCIAL IMPACT

The full cost of the contract for FY 2023-24 is estimated to be $640,743, a decrease of $29,776 from the FY 2022-23 cost of $670,519. At the close of fiscal year 2023-24, the County will refund to the City all prepaid but unused funds allocated to overtime costs under this Amendment. During the term of the agreement the Crime Lab will provide all supplies and processing directly related to services performed by their personnel under the terms of this agreement.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Second Amendment to the Agreement with the County of Orange to provide forensic services to the police department in the amount of $640,743 for FY 2023-24;
- Authorize the Mayor to execute the agreement on behalf of the City and make minor modifications as appropriate thereto; and
- Authorize the City Manager or her designee to execute future amendments for the remainder terms of the original five-year agreement, through June 30, 2026.

By: Courtney Cibosky, Police Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
FSU Amend No 2_June 2023	6/29/2023	Agreement	FSU_Amend_No_2_June_2023.pdf

SECOND AMENDMENT TO AGREEMENT

BETWEEN THE

CITY OF GARDEN GROVE

AND THE

COUNTY OF ORANGE

THIS SECOND AMENDMENT TO AGREEMENT is entered into this First day of April 2023, which date is enumerated for purposes of reference only, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" to amend, effective July 1, 2023, that certain Agreement between the parties commencing on July 1, 2021, hereinafter referred to as "Agreement".

1. For the period of July 1, 2023 through June 30, 2024, Subsection C-3e of the Agreement is amended to read as follows:

   "C-3e. SHERIFF provided services may include overtime, projected at 140 hours per year, with a projected maximum obligation of $13,244. CITY will be charged at actual rates based upon position classification working overtime."

2. For the period of July 1, 2023 through June 30, 2024, Subsection E-2 and E-3 of the Agreement are amended to read as follows

   "E-2. The cost of regular services, equipment and supplies provided by COUNTY for the period from July 1, 2023 through June 30, 2024 shall be as follows:

SERVICE	**COST OF SERVICE**
Personnel Costs:	
• Two (2) Lead Forensic Specialists	$ 384,401
• One (1) Forensic Scientist III	$ 256,343
• Aggregate Overtime	$ 13,244
TOTAL COST	$ 640,743

E-3. COUNTY shall invoice CITY monthly. During the period July 1, 2023 through June 30, 2024, said invoices will require payment by City of one-twelfth (1/12) of the cost for services referenced in paragraph E-2 of this Agreement.

The overtime hours included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is less than the budgeted amount, SHERIFF shall provide a credit to the CITY. Prior to working overtime which will exceed the annual budget, SHERIFF shall advise CITY of anticipated hours over budget and receive CITY's concurrence to pay additional cost. CHIEF OF POLICE for CITY is authorized to provide concurrence to pay for the increased amount for overtime at the same overtime billing rate in effect at the time the hours were worked."

3. For the period of July 1, 2023 through June 30, 2024, Subsection E-7 of the Agreement is amended to read as follows:

"E-7. At the time this is executed, there may be unresolved issues pertaining to potential increases or decreases in salaries and benefits for COUNTY employees. The cost of such potential increases or decreases are not included in the Fiscal Year 2023-24 costs set forth in Subsection E-2 of this Agreement. If COUNTY incurs or becomes obligated to pay for any such increases for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the cost of service set forth in Subsection E-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2023, and CITY's cost of service hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2023 and

June 30, 2024 remaining after COUNTY notifies CITY that increases are payable.

In the event that salaries and benefits costs for COUNTY employees decrease for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall notify CITY of decreased cost and bill accordingly."

4. All other provisions of the Agreement to the extent that they are not in conflict with this SECOND AMENDMENT TO AGREEMENT, remain unchanged.

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IN WITNESS WHEREOF, the parties have executed the SECOND AMENDMENT TO AGREEMENT in the County of Orange, State of California.

DATED:_____
CITY OF GARDEN GROVE

ATTEST:_____
City Clerk

BY:_____
Mayor

APPROVED AS TO FORM:

BY:_____
City Attorney

BY:_____
Chief of Police

DATED:_____

BY:_____
Sheriff-Coroner
County of Orange, California

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of purchase orders to Autonation Ford Tustin, Villa Ford and Huntington Beach Ford for automotive parts. (Cost: $250,000) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To secure City Council authorization to issue purchase orders to Villa Ford, AutoNation Ford Tustin, and Huntington Beach Ford for the purchase of Ford parts.

BACKGROUND

The Public Works Department Vehicle Maintenance Division is responsible for maintaining the City's fleet of Ford vehicles. The fleet routinely requires parts that are only distributed by Ford dealers. To avoid delays in the purchase and delivery of parts and to meet the needs of our customers in a timely manner, it is essential that Public Works have the ability to purchase these items from more than one vendor. The lowest Bidder, Huntington Beach Ford, will be designated as the primary vendor. AutoNation Ford Tustin and Villa Ford will be the second and third vendors utilized.

DISCUSSION

Specifications were prepared and sent to prospective bidders. The variety and quantity of Ford parts quoted was limited to simplify the bidding process. Specifications included ten (10) Ford parts that are used on a regular basis.

FINANCIAL IMPACT

The financial impact to the Fleet Management Fund would be $250,000 per year for five (5) years. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue three (3) purchase orders for Ford auto parts to Villa Ford, AutoNation Ford Tustin, and Huntington Beach Ford for a collective amount not to exceed $250,000 per year for five (5) years.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Quotes for Ford auto parts	6/29/2023	Backup Material	Autonation_Quote.jpg
Quotes for Ford auto parts	6/29/2023	Backup Material	H.B._Ford_Quotes.jpg
Quotes for Ford auto parts	6/29/2023	Backup Material	Villa_Ford_Quote.jpg

AutoNation

AutoNation Ford Tustin

#2 AUTO CENTER DR. TUSTIN, CA 92782 (714) 832-3300

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.
15% HANDLING CHARGE ON ALL RETURNS.
PARTS NOT RETURNABLE AFTER 10 DAYS.
NO CASH REFUNDS.

IMPORTANT WARRANTY INFORMATION Please Read and Sign Before Purchase

You should look to the material provided by the manufacturer of the automotive part(s) or accessory(ies) described on reverse side to determine your warranty rights, if any. The manufacturer's warranty, if any, represents a contract between you and the manufacturer only and AutoNation Ford Tustin assumes no responsibility or liability under it. Any service provided by AutoNation Ford Tustin under such warranty is performed only as agent for the manufacturer.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
27 APR 23		27 APR 23		Q115657 09:15:05

QUOTE

PAGE 1 OF 1

SOLD TO
ACCOUNT NO. 6263563
CITY OF GARDEN GROVE
AUSTIN POWELL
13802 NEWHOPE ST
GARDEN GROVE, CA 92840
(714) 655-6471

SHIP TO

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
LGB84981	81308		Charge Wholesale	TUSTIN, CA

QUANTITY ORD.	QUANTITY SHIP	QUANTITY B.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	L1MZ*11002*C	SPOR STARTER MO	365.42	181.20	181.20
			CORE DEPOSIT			20.00	20.00
1	1	0	L1MZ*10346*F	SPOR ALTERNATOR	781.05	457.20	457.20
			CORE DEPOSIT			30.00	30.00
1	1	0	BXT*94RH7*730	288 BATTERY	169.55	153.55	153.55
			CORE DEPOSIT			16.00	16.00
1	1	0	LB5Z*5823209*A	SPOR REGULATOR	199.68	93.60	93.60
1	1	0	MB5Z*13008*X	SPOR LAMP ASY	1666.70	1200.00	1,200.00
1	1	0	JL1Z*13A613*C	SPOR LAMP ASY -	220.92	159.06	159.06
1	1	0	L1MZ*1125*C	SPOR ROTOR ASY	157.38	73.20	73.20
1	1	0	L1MZ*2C026*C	SPOR ROTOR ASY	186.53	86.76	86.76
1	1	0	LB5Z*1104*B	SPOR HUB ASY -	298.88	196.80	196.80
1	1	0	L1MZ*9601*A	245 ELEMENT AS	34.64	15.80	15.80
			**** I N V O I C E Q U O T E -		DO NOT	PAY ****	

Ford Motor Co. Parts Warranty 12 months or 12,000 miles, whichever comes first.
7000 Transmissions 6000 Engines, 36 months or 36,000 miles, whichever comes first.

PARTS DEPT. HOURS
MON. - FRI.
7:00 AM - 7:00 PM
SAT.
8:00 AM - 5:00 PM

****
****
****
****
*** ORDERS CAN NOW BE PLACED 7x24 ***

CUSTOMER'S SIGNATURE
X

PARTS	2,683.17
SUBLET	
FREIGHT	0.00
SALES TAX	207.93
TOTAL	$2,891.10

Copyright 2014 CDK Global, LLC PARTS INVOICE 1UP - PI3C1 - IMAGING

CUSTOMER COPY

Huntington Beach Ford
18255 Beach
Huntington Beach, CA 92648
(714) 842-6611
www.huntingtonbeachford.com

RETURN/REFUNDPOLICY: ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 30% HANDLING CHARGE. RETURNEDITEMS MUST BE IN THE ORIGINAL UNOPENEDBOX OR CONTAINER. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 14 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS, CHEMICALS, OR ELECTRICAL PARTS.

DISCLAIMER OF WARRANTY: ALL PARTS AND ACCESSORIESARE SOLD BY OUR DEALERSHIPAS IS. OUR DEALERSHIPDISCLAIMS ALL WARRANTIES, EXPRESSAND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF PARTS AND ACCESSORIES. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCESOF THE VEHICLE AND PARTS AND ACCESSORIESIS WITH THE CUSTOMER AND, IF APPLICABLE,THE MANUFACTURER. IF THE VEHICLE OR ANY INSTALLED PARTS OR ACCESSORIESSHOULD PROVE DEFECTIVEFOLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLYTHE MANUFACTURER AND NOT THE DEALERSHIPASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR. CUSTOMER SHALL NOT BE ENTITLED TO RECOVERFROM THE DEALERSHIPANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY,DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
27 APR 23		27 APR 23		Q18833

QUOTE

SOLD TO
ACCOUNT NO. 1141819
CITY OF GARDEN GROVE
PO BOX 3070
GARDEN GROVE, CA 92842-3070

SHIP TO

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	267	(714)741-5068	CASH	HUNTINGTON BEACH

QUANTITY ORD.	QUANTITY SHIP	QUANTITY B.O.	PART NO.	DESCRIPTION		LIST	NET	AMOUNT
1	1	0	L1MZ*11002*C	SPO	STARTER M	274.55	173.65	173.65
			CORE DEPOSIT				20.00	20.00
1	1	0	L1MZ*10346*F	SPO	ALTERNATO	692.73	438.15	438.15
			CORE DEPOSIT				30.00	30.00
1	1	0	BXT*94RH7*730	98	BATTERY	159.95	147.15	147.15
			CORE DEPOSIT				16.00	16.00
			BD		BATTERY DI	SPOSAL FEE		2.00
1	1	0	LB5Z*7823201*D	SPO	REGULATOR	205.45	129.95	129.95
			CORRECTION FROM E-MAIL					
			PN# LB5Z-58232-01-D					
1	1	0	MB5Z*13008*X	SPO	LAMP ASY	1150.00	1150.00	1,150.00
1	1	0	JL1Z*13A613*C	228	LAMP ASY	152.43	152.43	152.43
1	1	0	L1MZ*1125*C	SPO	ROTOR ASY	101.67	70.15	70.15
1	1	0	L1MZ*2C026*C	SPO	ROTOR ASY	120.50	83.15	83.15
1	1	0	LB5Z*1104*B	99	HUB ASY -	298.18	188.60	188.60
1	1	0	FA*1947*	68	ELEMENT A	23.95	15.15	15.15
			Part number		FA*1947*		replaces	L1MZ*96
			***L1MZ-9601-A					
			**** I N V O I C E	Q U O T E -		DO NOT	PAY ****	

ATT: WHOLESALE & RETAIL CUSTOMERS
PLEASE READ RETURN POLICY ON TOP
ALL SALES ARE FINAL WITH NO EXCEPTION
ON SPECIAL ORDER PARTS/NON STOCKING
****

CUSTOMER'S SIGNATURE
X

PARTS	2,616.38
SUBLET	
FREIGHT	0.00
SALES TAX	202.61
TOTAL	$2,818.99

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON REVERSE SIDE.

CUSTOMER COPY

DealerCAP 2014 CDK Global, LLC (01/17) PARTS INVOICE 1UP - PI3C1 - "AS-IS" - CALIFORNIA - 9696592

DAVID WILSON'S
VillaFord
2550 N. TUSTIN STREET
ORANGE, CALIFORNIA 92865
PHONE (714) 637-8222 PARTS FAX (714) 282-5296
www.villaford.com

DISCLAIMER OF WARRANTIES Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said product. Any limitation contained herein does not apply where prohibited by law.

Quote Only

Invoice to:0S1053	Payment	CHARGE
CITY OF GARDEN GROVE	Page	1
	Invoice#	Q00001
	Orig Inv#	
	Invoiced	04/27/23 11:26
	PO#	
	Tax#	
	Slsp	RICHARD PEREZ

For Office Use	Vehicle Information
Slsp/Proj: 066/458 Stn: T1C Prt: T10 Lines: 13 Added: 04/27/23 10:34 805559 57 000 Comp*	1FM5K8AB6LGB84981

VEN	QTY	PART NUMBER	BIN	DESCRIPTION	LIST	SELL	XSELL
FMC	1	L1MZ11002C		*STARTER MOTOR A	274.55	21964	219.64
020	1	L1MZ11002C		CORE CHG	20.00	2000	20.00
FMC	1	L1MZ10346F		*ALTERNATOR ASY	692.73	55418	554.18
020	1	L1MZ10346F		CORE CHG	30.00	3000	30.00
FMC	1	BXT94RH7730	1238	BATTERY	159.95	12796	127.96
020	1	BXT94RH7730	NONSTK	CORE CHG	16.00	1600	16.00
FMC	1	MB5Z13008X		*LAMP ASY	1670.00	133600	1336.00
FMC	1	JL1Z13A613C		*LAMP ASY - REAR	221.36	17709	177.09
FMC	1	L1MZ1125C		*ROTOR ASY - BRA	101.67	8134	81.34
FMC	1	L1MZ2C026C		*ROTOR ASY - BRA	120.50	9640	96.40
FMC	1	LB5Z1104B		*HUB ASY - WHEEL	298.18	23854	238.54
FMC	1	L1MZ9601A	NONSTK	*ELEMENT ASY - A	23.95	1916	19.16
FMC	1	LB5Z7823201D		*REGULATOR ASY	205.45	16436	164.36

THANK YOU FOR YOUR VALUED BUSINESS
CORES MUST BE RETURNED IN THEIR ORIGINAL BOX

Parts	Accessories	Misc/Deposits	Subtotal	Tax	Total Due
3,080.67	.00	.00	3,080.67	238.75	3,319.42

SORRY, NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
A 20% RESTOCKING CHARGE WILL BE MADE ON ALL RETURNS.
RETURNS MUST BE MADE WITHIN 10 DAYS AND ONLY WITH RECEIPT.
ALL RETURNED GOODS MUST BE IN ORIGINAL PACKAGE.

NO REFUNDS WITHOUT THIS INVOICE

X
RECEIVED BY

PARTS FILE COPY

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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:	Authorize issuance of a purchase order to National Auto Fleet Group for one (1) new Public Works CCTV van. (Cost: $489,610.50) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To secure City Council authorization to purchase one (1) new Public Works Department CCTV van from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #091521-NAF.

BACKGROUND

The Public Works Department has one (1) van that currently meets the City's guidelines for replacement and was approved in the adopted FY2023-24 budget. The vehicle being replaced is a 2001 GMC van, VIN#1GDJG31R811205054, with 80,200 miles from the Water Services Department.

DISCUSSION

Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment. Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #091521-NAF. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group $489,610.50*
Ford E-450 Cutaway CCTV Van

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The cost of acquiring the vehicle is

$489,610.50, and will be funded by the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of $489,610.50 to National Auto Fleet Group for the purchase of one (1) new Public Works Department CCTV van.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Nation Auto Fleet Group Quote	6/6/2023	Backup Material	National_Auto_Fleet_Quote_#498.pdf

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/13/2023

Quote ID#1108BR

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

Dear City of Garden Grove,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**Ford E-Series E-450 Gas Cut-A-Way 158" WB 4x2 14,500# GVWR with Plumbers Depot Equipment**) and provided by Mr. Miguel Martin with Plumbers Depot, each for:

	Contract Price
Subtotal	$ 450,206.90
Tax (8.75%)	$ 39,393.10
CA Tire Fee	$ 10.50
Total	$ 489,610.50

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 091521-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez
HD Contract Manager
BEN@NationalAutoFleetGroup.com
Office (855) 289-6572
Fax (831) 480-8497

Specifications For: GARDEN GROVE, CA

1 FORD E-450 GAS CUT-A-WAY 158" WB 2X4 CHASSIS
- 1 7.3L Gas Engine
- 1 6-Speed Automatic Transmission with OD
- 1 14,500 lb. GVWR
- 1 158" Wheel Base
- 1 Cab Air Conditioner
- 1 AM / FM Radio

1 14' CARGO BOX WITH WALKTHRU
- 1 AeroCap with Walk Thru
- 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
- 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
- 2 Laminated Steel Lock
- 1 Kemlite Covering on Inside Rear Doors
- 1 Back Up Alarm

1 STORAGE DRAWER/POWER BOOM CRANE DEPLOYMENT SYSTEM

1 WIRELESS POWERBOOM CRANE CONTROLLER

1 POWER BOOM CRANE WIRELESS CONTROLLER HOLDER

1 SAFE ENTRY/EXIT BUMPER INSTALLED
- 1 Three (3) Steps Evenly Spaced
- 1 Bottom Step Folds Up for Ground Clearance
- 1 Safety Grab Handle

1 KICKPLATE TRANSPORTER STORAGE
- 1 Lockable Storage Compartment for Camera and Transporter
- 1 Sliding Drawer
- 1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer

1 KICKPLATE 2 DRAWER STACK ALUMINUM STORAGE

1 BACK-UP COLOR CAMERA SYSTEM [CHASSIS]

1 BULKHEAD WALL BETWEEN CAB AND CONTROL ROOM
- 1 Door

2 LED TRAFFIC ADVISR,WHELEN TITLE XIII

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0 TO INCLUDE:
- 2 Amber Title XIII Strobe Warning Beacons
- 2 Adjustable LED Floodlights Rear of Vehicle Area Illumination

Control Room Interior:
- 1 Lonseal Lonplate Flooring
- 1 Kemlite Wall & Ceiling Covering
- 1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
- 1 Tinted Viewing Window in Bulkhead Wall

- 1 Tinted Viewing Window in Bulkhead Door
- 1 Above Desk Control Console with Rack Mount for Electronic Equipment
- 1 Desktop / Work Area
- 1 12V High Intensity LED Light Fixture
- 1 Multi-Outlet Power Strip With USB Ports
- 1 Fire Extinguisher with Bracket, 10BC Rating
- 1 Operators Chair, Swivel With Casters
- 1 Breaker Box Storage Area with Locking Positive Latch
- 1 Battery Powered Carbon Monoxide Alarm

1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP

1 CURBSIDE DOOR FOR EVO 3.0

1 SIDE DOOR STEPS

1 BENCH SEAT IN VIEWING ROOM

1 CUSHION FOR BENCH SEAT

1 CLOSET IN VIEWING ROOM

1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:
- 1 Lonseal Lonplate Flooring
- 1 Kemlite Wall & Ceiling Covering
- 1 Electrical Outlet with Dual Receptacles
- 1 12V High Intensity LED Light Fixture
- 1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights

1 MULTI-OUTLET WORKSTATION WITH LIGHTS AND USB PORTS

1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:
- 1 20-Gallon Fresh Water Tank
- 1 Electric Water Pump
- 1 Retractable Hose Reel with 25'Water Hose and Nozzle

1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM
- 1 Lower Storage Cabinet / Work Top with Sink and Faucet
- 1 Upper Wall Mounted Storage Cabinet

1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL
- 1 Flat Screen Monitor
- 1 Cable Assembly - Video Monitor to Monitor in Control Room
- 1 Electrical Outlet

1 7000 WATT GAS ONAN GENERATOR
- 1 120 Volt 60 HZ 7000 Watt EFI (Electronic Fuel injection) Commercial Grade Generator
  - 1 Gasoline Powered
  - 1 Electric Start
  - 1 Air Cooled
  - 1 Generator Remote Start/Stop Cable assembly

1 GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]
- 1 Generator Storage Compartment with Lockable External Access Door
- 1 Commercial Power Supply Receptacle, 25' Cord, and Plug
- 1 Electrical Supply Center with Circuit Breaker Box
- 1 Commercial power and Generator Power Connectors
- 1 Automatic Power Transfer Switch

1 SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED, TO INCLUDE:
- 1 Four Function AC Power Meter displaying Critical Power Information including:
  - 1 Voltage
  - 1 Hertz
  - 1 Amperage
  - 1 Active Power (Watts)
- 1 Front panel Selector Switch for two modes of operation:
  - 1 Fixed reading
  - 1 Continuous Auto-cycling
- 1 Generator Battery Meter to Display Starting and Charging Voltage
- 1 Generator Hour Meter
- 1 Generator Remote Start/Stop Control Switch
- 1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)

1 OZ3 P&T ZOOM M/C LED CAMERA
- 1 Solid State Color Sewer TV Camera
- 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
- 1 NTSC Color Standard with 4x Light Integration
- 1 4 X 5W Cluster LED's for 6" through 72" lines
- 1 Camera Transportation and Storage Case

1 BUILT-IN SONDE FOR MAINLINE CAMERA TO INCLUDE:
- 1 Built In Transmitter, 512 Hz

1 BRASS COMP STEERABLE CAM TRANS, WHEELED -60V
- 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
- 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
- 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
  - 1 Manual Shifter on Camera Carrier
- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse Capablities
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
  - 1 Motor & Enclosed Drive Train
- 1 Tip Up Rear Connector

1 8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 6"-15"PIPE SPACER KIT

1 REAR VIEW CAMERA
- 1 Color NTSC Camera
- 1 Lightring with (12) Solid State White LEDs

1 8" STEEL 10/12 GRIT WHEEL KIT, v2

1 QUICK CABLE LOCK PIGTAIL COUPLER KIT

1 1500' CABLE ASSEMBLY, M/C 12PIN METAL
- 1 1500' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
- 1 .450 Diameter
- 1 Metal Splice Chamber with Pigtail
- 1 Cable Strain Relief

1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE
- 1 Black Thermoplastic Powder Coated Frame (not available with BRAKE option)
- 1 Power Levelwind & Multi Ratio Manual Transmission
- 1 Footage Meter with Local Counter and Remote Electronic Counter
- 1 Transmission Control at Viewing Station
- 1 Local Reel Mount Electrical and Mechanical Control
- 1 Sealed Continuous Contact Collector Assembly
- 1 Removable Drip Pan for Cleaning (not available with BRAKE option)

1 AUTOMATIC PAYOUT SYSTEM FOR REEL - INSTALLED

1 PCU ASSEMBLY [RACK MOUNT]

1 CCU ASSEMBLY [RACK MOUNT]
- 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
- 1 Remote "QWERTY" Keyboard
- 1 On Screen Footage Display

1 WIRELESS CONTROLLER
- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
  - 1 360 Degree Rotate
  - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
  - 1 Camera Iris and Focus Override & Zoom
  - 1 Camera Lights & Shutter Control for Light Enhancement
  - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 WIRED USB CONTROLLER
- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
  - 1 360 Degree Rotate
  - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift

1 All Other Controls for Camera to Include:
1 Camera Iris and Focus Override & Zoom
1 Camera Lights & Shutter Control for Light Enhancement
1 Camera Diagnostics & Auto Home
1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 8.7" MINI KEYBOARD

1 SHORTING PLUG

1 TEST CABLE

2 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS

2 MOUNTING HARDWARE FOR MONITOR to include Bracket(s), and / or Mount(s), and Miscellaneous hardware required to secure monitor for optimal safety and viewing.

1 KIT,MICROPHONE,DSK MNT,GOOSE-NECK

1 COMPUTER ONLY [NO Granite SOFTWARE] TO INCLUDE (MINIMUM):* **
1 Motherboard LGA 1200 Socket and Intel Z590 Chipset
1 Intel Core i7-11700 2.5-4.9 GHz Processor
1 16 GB LP/DDR4 2666 RAM
1 USB Video Capture Device for MPEG 1 / 2 / 4 /WMV
2 LAN, On Board Network Connections, 2.5GbE (2.5Gbit/1 Gbit/100Mbit)
6 USB 3.2 Ports / Back
2 USB 3.0 Ports / front
1 USB Type C--Thunderbolt
2 RS232 Serial Ports
1 Bluetooth v5.1
1 WiFi a/b/g/n/ac/ax, 2.4/5 GHz Dual-Band
5 On Board Audio Ports
1 DVD + / - RW DVD Burner 20x / CD - RW 40x Internal Optical Drive
1 1 TB M.2 Solid State Drive
1 500 GB M.2 Solid State Drive
1 500 Watt 1U ATX Power Supply
1 Industrial Hardened Case Slim 2u (88mm) Design for 19" (482.6mm) Rack
1 Windows 10 Professional 64-bit Operating System
1 System Recovery Disk
1 USB C 12 in 1 docking station

*Spec for computers can change without notice
**International Configuration may vary to comply with the U.S. Department of Commerce, Bureau of Industry & Security regulations on export of technology

1 GRANITENET PREMIUM INSPECTION SOFTWARE KIT

1 WIRELESS KEYBOARD AND MOUSE SET

1 COLOR PRINTER

1 GraniteNet PREMIUM SOFTWARE SUPPORT PLAN

1 ALL NECESSARY CABLING AND COMPONENTS TO COMPLETE THE INTERFACE BETWEEN THE DATA ACQUISITION SYSTEM, PERIPHERALS, AND THE VIDEO INSPECTION EQUIPMENT

1 KIT,UPS,BELOW MOUNT TO INCLUDE THE FOLLOWING:
- 1 Input 120-Volt / Output 120-Volt
- 1 Cord Management Straps

1 PACP MODULE GraniteNet SOFTWARE

1 LATERAL MODULE GraniteNet SOFTWARE

1 ESRI INTERFACE MODULE GraniteNet SOFTWARE

1 KIT, GRANITENET OFFICE

1 GraniteNet OFFICE SUPPORT PLAN

1 SELF PROPELLED LATERAL INSPECTION / EVALUATION SYSTEM, WHEELED, FOR 6" - 15" MAINLINE AND 3" - 8" LATERAL INSPECTION, WITH PAN AND TILT / ZOOM MAINLINE CAMERA, AND WIRELESS CONTROL TO INCLUDE:
- 1 Mainline Pan, Tilt, and Zoom Camera to Include:
  - 1 Mainline Solid State Color Sewer TV Camera with:
    - 1 Pan, Tilt & Rotate Camera Head
  - 1 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom, NTSC Color Standard
  - 1 360 Degree Range of Rotation, 270 Pan Viewing Angle, Panning 360 Degrees
  - 1 Auto Iris, Auto Focus, Manual Override of Focus and Iris
  - 1 Camera will also be Used for:
    - 1 Monitoring Lateral Pan & Tilt Camera During Extend / Retract Operation
  - 1 Light Assembly, Pan & Tilt Zoom Camera, 6" - 72" lines
  - 1 White LED Field Replaceable Lamps
  - 1 Automatic Centering
- 1 Lateral Launcher, for Lateral Pan and Tilt Camera to include:
  - 1 Self Propelled Launcher Robot with Freewheel, Forward, and Power Reverse
  - 1 Camera Head Mounting Assembly with Rotation Positioning, Articulating Hinge
  - 1 Push Cable Drive Assembly - Two-Speed Extend / Retract Camera Positioning
  - 1 Rear tip-up connector
  - 1 Interconnect Cable for Launcher to Push Cable
  - 1 Interconnect Cable for Control System to Power Control Unit
  - 1 Single-point quick wheel removal system
  - 1 6 each 3.5" diameter tires for 6" pipe
  - 1 6 each 4.375" diameter tires for 8" pipe
  - 1 6 each 5" diameter tires for 10"-15" pipe
  - 1 Pneumatic Tire Kit for 12" - 15" pipe
  - 1 Rear Housing Assembly to Add Optional Rear View Color Camera
  - 1 LAUNCHER MUST BE LATERAL PAN & TILT CAMERA READY
- 1 Lateral Reel / Control Assembly / Wireless Controller
  - 1 Electric Reel with Slipring and Clutch for:
    - 1 Powered Retrieve of Push Cable
  - 1 Control System to Include Launcher / Self Propelled Robot Control with:
    - 1 Extend / Retract, Left / Right Rotation, Camera Selection
  - 1 1000 ft. Video Cable with Cable End Termination
  - 1 Controller with Forward, Freewheel, and Power Reverse / Variable Speed Control:

1 Self-Propelled Launcher Robot
1 All Launcher, Camera, and Reel Functions Shall be Controlled by the Wireless Hand Held Summit System Controller
1 Compact Mainline Video Monitor

1 SELF-LEVELING COLOR CAMERA WITH BUILT-IN SONDE KIT FOR USE WITH LAMP SYSTEM to include:
1 Self-Leveling / Built-In Sonde Mini Camera
1 Lateral Camera Spring Assembly
1 Centering Ball

1 REAR VIEW CAMERA ASSEMBLY FOR USE WITH LAMP SYSTEM
1 Color NTSC Camera
1 Lightring with (12) Solid State White LEDs

1 QUICK CABLE LOCK PIGTAIL COUPLER KIT

1 150' PUSH CABLE FOR LATERAL INSPECTION SYSTEM

1 KIT,DOWNHOLE,STD
1 Toproller Assembly, Manhole, TV Only, Al
1 Claw Hook, Manhole Adapter, f/WT319
1 Hook Assembly, Retrieval (SNGL,SHTY/LMP/PR)
6 Pole Assembly, Retrieval / Downhole tl,58"
1 Roller Assembly, Invert f/ WT319

1 MULTI CONDUCTOR TV ONLY TOOL KIT
1 Milliampmeter Tool
1 Electrical Tape
1 Needle Nose Pliers
1 Six-In-One Screwdriver
1 6" Adjustable Wrench
1 Anti Seize Grease
1 9-Piece Allen Wrench kit
1 Solder Iron Kit
1 Pliers
1 5/32 T-Handle Hex Wrench

1 FIELD TRAINING FOR ID SYSTEM, 3 DAYS

1 TRUCK DELIVERY-CALIFORNIA

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of a purchase order to Nixon-Egli Equipment Co. for one (1) new asphalt paver. (Cost: $596,912.35) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To secure City Council authorization to purchase one (1) new asphalt paver from Nixon-Elgi Equipment Co. through the Sourcewell Cooperative Purchasing competitive bid program, Contract #060122-WAI.

BACKGROUND

The Public Works Department has one (1) asphalt paver that currently meets the City's guidelines for replacement and was approved in the adopted FY2023-24 budget. The vehicle being replaced is a 2008 Ingersol Rand PF161 with 1521 hours, Serial# 5057196990. This paver has a diesel screed heater and is no longer compliant with Rule 222 of the South Coast Air Quality Management District diesel emissions regulations.

DISCUSSION

Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment. Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #060122-WAI. The results deemed Nixon-Elgi Equipment Co. as the lowest responsive bid.

Nixon-Elgi Equipment Co. $596,912.35*

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. Total cost for acquiring the paver is $596,912.35. Funding is included in the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of $596,312.35 to Nixon-Elgi Equipment Co. for the purchase of one (1) new asphalt paver.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Nixon-Elgi quote	6/20/2023	Backup Material	Nixon-Elgi_paver_quote.pdf
060122-WAI	7/20/2023	Backup Material	060122-WAI_Wirtgen_Contract_060122.pdf

NIXON-EGLI EQUIPMENT CO.
www.nixon-egli.com

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 12, 2023
Quote Number-100840c

Attention-Raul Leyva
Reference- **Vogele Super 1700-3i**
Stock# 220747

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



Drive Unit
- Liquid-cooled Cummins 4-cylinder diesel engine, QSB4.5-C173, 173 hp (129 kW) at 2,000rpm
- Engine complies with the applicable exhaust emission standards of the European Union (COM) 4 and USA (EPA, CARB) Tier 4f
- Electronic engine management

Screed
-VF 500-3 V Extending Screed with (2) 1 ft. Bolt on extensions

Undercarriage
-Hydrostatic traction drive
-Continuous rubber tracks, ground contact 8 ft. 6 in. (2,594 x 355 mm)
-Low-maintenance multiple-disk brakes, lock on automatically without oil pressure

Material Feed, Conveyors and Augers
- Wide push-rollers, can be displaced forwards by 6 in. (150mm)
- 14.3 tons (13 tonnes) material hopper
-Hopper apron hydraulically operated
-4 separate hydraulic drives for conveyors and augers
-Mechanical sensors for controlling the conveyors, conveyors can briefly be reversed
-Sonic sensors for controlling the augers
-Augers reversible and hydraulically adjustable in height, complete with limiting plates for auger tunnel and bracing

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-Manual auger override
-Automatic filling function for the auger tunnel during breaks in paving
-3 left hand and 3 right hand 1ft. (30.5 cm) stackable augers for a total of 6 ft. of augers

Electrical System
-On-board voltage 24V

Screed Heating
-Three-phase AC generator, oil-cooled with electronic generator management
-Screed is also heated when diesel engine is running at idle
-Screed heating with electronic temperature control

Operator's Platform
- 2 Luxury operator's seats including seat heating, with side paneling and armrests, can be pivoted outwards
-Operator's seats and console can be easily and conveniently adjusted for ergonomic working
-Modular ErgoPlus paver operator's console; large high-contrast color display
Ensures easy operation and monitoring of paver functions
-2 ErgoPlus 3 screed consoles for the right and left-hand screed sides, with color display
for setting up and monitoring paver and screed function

Miscellaneous
-Centralized lubrication system for tractor unit
-Machine documentation
-Crown is set hydraulically
-Rotary beacon
-Reverse beeper, acoustic
-Working light for auger tunnel, 2 pieces
-Push-rollers
-Washdown system with tank and hose reel
-EcoPlus low-emissions package
-Ventilation system
-Paver Trailer

Selected Additional Options
- LED Working Lights
- Guide Rollers for screed arm
- Screed lock hydraulic
- Power Tunnel
- NIVELTRONIC Plus
- Slope Sensor
- Bracket for Grade Sensor, 2 Pieces
- Multi-Cell Sonic Senor (Dash 3), 2 Units

NIXON-EGLI EQUIPMENT CO.
www.nixon-egli.com

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Sourcewell List Price:	$ 647,215.00
Sourcewell Member Discount (18%):	$-(116,498.70)
Sourcewell Price w/ Discount:	$ 530,716.30
Dealer Items:	$ 15,410.00
Price:	$ 546,126.30
Delivery Freight	$ 3,000.00
Tax @ 8.75%	$ 47,786.05
Total Price w/ Tax:	**$ 596,912.35**

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

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Sourcewell

Solicitation Number: RFP #060122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wirtgen America, Incorporated, 6030 Dana Way, Antioch, TN 37013 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Paving Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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060122-WAI

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers, and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Wirtgen America, Incorporated
By: Jeremy Schwartz	By: Sandy Draper
Jeremy Schwartz	Sandy Draper
Title: Chief Procurement Officer	Title: Director-Inside Sales Operations
Date: 7/29/2022 | 12:58 PM CDT	Date: 8/10/2022 | 11:54 AM PDT

Approved:

By: Chad Coauette

Chad Coauette

Title: Executive Director/CEO

Date: 8/10/2022 | 1:57 PM CDT

RFP 060122 - Roadway Paving Equipment

Vendor Details

Company Name:	Wirtgen America, Inc.
Address:	6030 Dana Way Antioch, TN 37013
Contact:	Melanie Braband
Email:	melanie.braband@wirtgen-group.com
Phone:	615-598-4892
HST#:	62-1250621

Submission Details

Created On:	Monday May 23, 2022 13:59:36
Submitted On:	Wednesday June 01, 2022 15:36:50
Submitted By:	Melanie Braband
Email:	melanie.braband@wirtgen-group.com
Transaction #:	e407d577-ebe1-4767-a7b1-84d61f533dd1
Submitter's IP Address:	216.170.179.162

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Wirtgen America, Incorporated
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	6030 Dana Way Antioch, TN 37013
6	Proposer website address (or addresses):	www.wirtgen-group.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Sandy Draper - Director Inside Sales Operations, 6030 Dana Way Antioch, TN 37013 Sandy.Draper@wirtgen-group.com Tel.: 615-477-8046
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melanie Braband, Contract Administrator, 6030 Dana Way Antioch, TN 37013 E-Mail: Melanie.Braband@wirtgen-group.com Phone #: 615-598-4892
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sandy Draper - Director Inside Sales Operations, 6030 Dana Way Antioch, TN 37013 E-Mail: Sandy.Draper@wirtgen-group.com Phone #: 615 477 8046

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In 1985 Wirtgen America was founded in Nashville, TN with a rented office and a small warehouse space with less than 10,000 sq. ft. combined. In 1989, Wirtgen America moved to their second location in Nashville, where we purchased office and warehouse space, and expanded in 1994/1995 adding a shop to work on larger machines. In 2000, Wirtgen moved a third and final time, settling in Antioch, TN at our 6030 Dana Way address. We had an initial purchase of 8 acres of land at 6030 Dana Way, and constructed a new facility with 75,000 sq ft consisting of 10,000 sq ft office space, 10,000 sq ft shop, and 55,000 sq ft warehouse space. In 2008, we opened the Reinhard Wirtgen Learning Center at 6040 Dana Way with 20,000 sq ft training facility, hosting 4 classrooms & labs, 70-seat cafeteria, and a training shop. We also acquired additional 23 acres of land for a later expansion. In 2012, 6030 Dana Way expanded to 130,000 sq ft facility, +8,000 sq ft shop, and 37,000 sq ft warehouse space. This brought our Total areal to 36 acres and 150,000 sq ft area under roof (incl. Training Center). In 2013, we opened further, with an additional 10,000 sq ft office space, a remodel of the existing 20,000 sq ft. and we doubled employee seating capacity. In 2017, Wirtgen America invested $4 million for the expansion of the Center for Training & Technology (CTT) at 6040 Dana Way. We added 20,000 sq ft (= doubling the space), expanded to two stories and built in a total of 11 classrooms and 180-seat cafeteria. The Wirtgen Group was acquired by Deere & Company in December 2017. We are now a John Deere Company. United, we form one of the biggest players in the construction equipment industry and complement one another product line perfectly. Wirtgen America and its dealer network offer a broad range of services tailored to the customer's individual requirements for all areas of road construction, as well as the mining and processing of minerals. With passion and know-how, our experienced team ensures success every single day. Market-leading products, excellent service, and tried and tested quality standards give the confidence needed in their competitive environment. The WIRTGEN GROUP's successful long-standing brands keeps the customers safely on the road of success. Wirtgen America is located in the middle of North America. We offer our world-renowned service at more than 250 locations, operated by our 34 dealers families located all over the United States and Canada with locations in every state and province. And our dealer network does more than just sell the high quality WIRTGEN GROUP products: The delivery of one of our machines marks the beginning of a long-standing partnership. Our dealer network puts the machines, parts and service expertise close to our customers. Our dealers can always rely on the specialists of Wirtgen America with the strong background of the four specialized brand headquarters. Wirtgen's number 1 objective is to always be close to our customers.
11	What are your company's expectations in the event of an award?	We look forward to continuing a very collaborative and positive relationship with Sourcewell and its members, as well as building new relationships, while going above and beyond to supply each buying agency's equipment needs with state of the art products and superior customer service.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Upload supporting documents (as applicable) in the document upload section of your response. Please see the 2021 Annual Report attached.
13	What is your US market share for the solutions that you are proposing?	• Mills 80.1% • Stabilizers 58.1% • Vögele 34.2% • Vögele Commercial 4% • Hamm 18.2% • Kleemann Crushers Tracked 26.4% • Kleemann Screens Tracked 15.6%

14	What is your Canadian market share for the solutions that you are proposing?	• Mills 83.3% • Stabilizers 0% • Vögele 100% • Vögele Commercial 33.3% • Hamm 12.6% • Kleemann Crushers Tracked 10% • Kleemann Screens Tracked 6.3%
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	At Wirtgen America, the Director Inside Sales Operations, a contract administrator, 20 District Sales Managers will support the needs of our Sourcewell contract. These individuals are employees of Wirtgen America. The Director Inside Sales Operations and the District Sales Managers promote this contract to the dealers and customers, provide guidance on using the contract and partner with dealers to provide customer solutions as necessary. We offer our world-renowned service at more than 250 locations, operated by our 34 dealer groups with locations in every state and province all over the United States and Canada. The dealers are employees of third party independently owned businesses. The District Sales Managers work with the dealers to ensure prompt delivery and customer service satisfaction. The dealer handles equipment servicing after the sale. The dealers receive factory-built machines, install, handle customer requested services (extended warranty, trade-ins…), process pre-delivery inspection, handle local deliveries and provide requested service as needed. We utilize our parent company John Deere to assist with training. We have transitioned to primarily a dealer-direct sales approach since our last contract. We reserve the right to sell direct from our office in Antioch, TN if/when needed. Dealer Search North America | WIRTGEN GROUP (www.wirtgen-group.com)
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wirtgen America maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering Safety, Accounting, Human Resources, and Tax and Legal Departments. Wirtgen America self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Wirtgen America falls under John Deere's industries awards and recognition. John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. A link to the current listing follows. https://www.deere.com/en/our-company/citizenship-and-sustainability/
20	What percentage of your sales are to the governmental sector in the past three years	Customer specifics are not shared publicly. By nature of the products being offered, government agencies take on construction and roadway paving projects more often than most public or private schools. The lion's share of sales is to government agencies. Nonetheless, there are educational customers that make good use of the cooperative contract as well.
21	What percentage of your sales are to the education sector in the past three years	Customer specifics are not shared publicly. By nature of the products being offered, government agencies take on construction and roadway paving projects more often than most public or private schools. The lion's share of sales is to government agencies. Nonetheless, there are educational customers that make good use of the cooperative contract as well.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State of Oklahoma – OMES Central Purchasing, BuyBoard, TXSmart, PennDOT. Sales figures are not publicly shared. Our other cooperatives will not impede Wirtgen America's ability to participate in the Sourcewell program.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Customer information is not shared publicly. Our sales growth over the course of previous contracts serves as testament to our commitment of growing the contract and our customers appreciation of same.	/	/
/	/	/
/	/	/

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
/	Government	Alabama - AL	Customer information is not shared publicly. Our sales growth over the course of previous contracts serves as testament to our commitment of growing the contract and our customers appreciation of same.	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Wirtgen America is located in Antioch, TN and our sales team consists of approx. 80 direct employees like Vice Presidents, District Sales Managers, Technical Sales Managers, Product Specialists, etc. The Director Inside Sales and the District Sales Managers work with the dealers to ensure prompt delivery and customer service satisfaction.
27	Dealer network or other distribution methods.	Wirtgen America has 34 dealers at more than 250 locations located all over the United States and Canada. We have locations in every state and province: Dealer Search North America and Canada: Dealer Search North America | WIRTGEN GROUP (www.wirtgen-group.com) The dealers sell our factory-built machines directly to the Sourcewell members.
28	Service force.	The dealers handle equipment servicing after the sale. The dealers receive factory-built machines, install, handle customer requested services (extended warranty, trade-ins…), process pre-delivery inspection, handle local deliveries and provide requested service as needed. In addition, the dealers are supported by the Wirtgen America service team consisting of approximately 120 direct employees like Field Service Engineers, Parts Specialist, Warranty Specialists, Service Trainers, etc.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Wirtgen America authorizes the US and Canadian dealers to sell directly to the Sourcewell members. Sourcewell members will contact their local dealer for assistance with machine and option selection. Dealer Search North America | WIRTGEN GROUP (www.wirtgen-group.com) The local dealer will provide the contract quote (according to the awarded pricelists). Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO. Wirtgen America will ship the unit to the selling dealer. The local selling dealer will quote and arrange the freight move from dealer to customer. Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	• More than 250 certified Dealer locations throughout North America to provide close range support to the end user. • 24/7 OEM phone support through dedicated service and after-hours lines. • After hours service support has a second and third escalation tier to insure the customers/dealers are supported, this will escalate to the product manager if required • Wirtgen America Area Customer Support Managers as well as Area field service engineers located throughout North America to provide a closer relationship between the customer, dealer and Wirtgen America.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	A professional, capable, well-trained, well-capitalized dealer network is one of Wirtgen America's competitive advantages. Our dealers, backed by Wirtgen America, provide local customer support, repairs, maintenance, and parts. Wirtgen America has authorized dealers in more than 250 locations located all over the United States and Canada. These dealers sign contracts to sell and service Wirtgen America's products in their assigned areas. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customers in their area, including but not limited to commercial accounts, national accounts, and state, county and local governmental agencies. Customers can count on Wirtgen America's dealers to support our products and customers.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	See reply to question 31 – this includes Canada
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. and Canada will be served.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Governmental and educational agencies are eligible to receive the contemplated contract discounts on the products contemplated in this RFP. Non-profit entities will also be eligible, as long as they meet the following criteria: o Exempt from state and federal income taxes o Generally funded exclusively by contributions o Function to provide charitable, safety, educational, and other beneficial services to entire communities. o Social organizations such as golf course country clubs, hunting and fishing clubs do not qualify. o If a non-profit agency does not fit the profiles shown above, it then must specifically be recognized by the IRS as being a 501 (c), (3), (4), (10), or (13) organization.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Wirtgen America has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (OCONUS). Location specific factors related to moves by; ocean, barge, inland… will affect final delivery date.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We will issue the following information upon award: • Dealer Sales Bulletin - outline of award and points of contact • DealerPath Link - internal John Deere dealer website, which provides contract specifics i.e., eligible customers, ordering process, pricing, discounts… Upon award, the Wirtgen America Director Inside Sales Operations and the contract administrator will notify our District Sales Managers about the outline of award, points of contact, contract specifics i.e., eligible customers, ordering process, pricing, discounts. The District Sales Managers will inform their assigned dealers about it. In addition to this, all information will be available on our internal Wirtgen America website – the Wirtgen Group Portal. Our dealers have access to the Portal and can access this information anytime. Wirtgen America Director Inside Sales Operations and the contract administrator work with the District Sales Managers by participating in meetings and training events to educate them on the Sourcewell contract. We use these opportunities to generate an understanding of the contract benefits, solutions, and ease of use for eligible customers by promoting Sourcewell as an effective and efficient solution that satisfies the cumbersome, time consuming, and tedious bid process. We see the Sourcewell contract as a prime solution for these eligible customers
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Home | Wirtgen Group in North America (www.wirtgen-group.com) provides detailed product information for the equipment offered. The public can review product features, specifications and accessories. We also use social media channels as Facebook, LinkedIn and Youtube to enhance our marketing effectiveness. We send direct mailers to contractors in our industry at least four times a year. It is designed to create community, as well as inform followers of training opportunities, equipment innovations and parts programs.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Wirtgen America's sales team works together with our dealer network to identify opportunities and promote sales Together we can engage in conference calls, webinars, dealer training, mailings to increase Sourcewell awareness, membership, and sales. District Managers and/or local dealers are available for Trade Show participation as may be applicable. The Wirtgen America Sales Administration Team work with the Wirtgen America District Sales representatives by participating in meetings and training events to educate the dealers and other Wirtgen America personnel on the contract. We use these opportunities to generate an understanding of the contract benefits and solutions for eligible customers. Additionally, the Wirtgen America team communicates the contract benefits to customers that have expressed interest in purchasing Wirtgen America products; promoting Sourcewell as an effective and efficient solution that satisfies the cumbersome, time consuming, and tedious bid process. We see the Sourcewell contract as a prime solution for these eligible customers.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the customizable nature of the equipment, there are many possible configurations. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures - free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer. The Center for Training and Technology (CTT), located on the grounds of the WIRTGEN AMERICA, Inc. North American Campus, is a world-class facility for educating Road and Minerals Technology professionals. Classes and curriculum are offered for both Dealers and end users including technical service, operations, sales and parts. The 38,000 sq. ft. state-of-the-art facility houses two lecture classrooms and two laboratories as well as a four-bay shop (dedicated exclusively to training) so hands-on training can take place regardless of the weather. The most recent expansion added seven additional classrooms and five technology rooms, representing our four brands and customer support. The CTT includes a 5-acre test track for equipment demonstrations and hands-on application training for the WIRTGEN GROUP products. The training fees at the CTT vary between our different kinds of classes and the duration.
41	Describe any technological advances that your proposed products or services offer.	WIRTGEN GROUP WITOS fleetview telematics solution – Safety and planning tool This system optimizes the fleet and service management of your WIRTGEN, HAMM and VÖGELE machines. System-based preprocessing, transmission, visualization and evaluation of machine and position data mean that your processes will become even more efficient. The WITOS FleetView service portfolio ranges from targeted monitoring of the operating status of the machines in day-to-day operating to supporting maintenance and diagnostiv processes. This minimizes response times and downtimes and optimizes maintenance work. In addition, the WITOS FMI (Fleet Management Interface) allows you to import data from existing systems via a standardized server-2-server interface. The machines-specific SmartService inspection and maintenance agreement ideally complement the possibility of WITOS FleetView – such as qualified maintenance, services aimed at minimizing downtimes and targeted documentation of the measures implemented. This makes it possible to optimize costs and ensure the long-term value retention of you machines.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Safeguarding the environment is nothing new to Wirtgen America. We know that responsible resource management is vital not just to our company and our employees, but also to our customers, our neighbors, and our world. Wirtgen America wholly owned by John Deere fall under their rigorous standards for green initiatives as noted below: • Our Enterprise Eco-Efficiency Goals - As part of our commitment to being good stewards of the environment, we have developed a set of goals regarding four key areas: Energy, Water, Waste, and Product Lifecycle. • Our Operations and The Environment - Our operating processes reflect a strong commitment to protecting the world around us. We're constantly on the lookout for energy- and water-efficient systems, systems that sustain air and water quality, systems that eliminate or reduce waste. And when investing in new products, approaches, or technologies, we give preference to those that have the most favorable environmental impact. • Our Products and The Environment - John Deere products are designed for efficiency and productivity. And by truly understanding our customers' needs while incorporating innovative technology, we're able to offer machines that are not only more productive and more efficient, but also demonstrate a deep respect for the environment
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See attached certificate for ISO 14001 for Wirtgen America's Hamm products.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Wirtgen America has a very strong presence as a heavy construction equipment provider. Wirtgen America is also the world's leading manufacturer of roadway paving equipment. As being wholly owned by John Deere, we have access to John Deere Financial, one of the largest equipment finance companies.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Warranty for Wirtgen, Vogele, Hamm is one year or 1000 hours whichever comes first, and Kleemann is one year or 2000 hours whichever comes first (see attached Warranty Statements). Reasonable labor and travel are covered when repair is made thru an authorized dealer.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Wear items are not covered - see attached Warranty Statement
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Reasonable travel time covered – no mileage by an authorized dealer.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Dealers are assigned for complete coverage of the entire U.S. and Canada.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty will cover original OEM parts. Engines are covered by the engine manufacturer - see attached Warranty Statement
51	What are your proposed exchange and return programs and policies?	Our RGA process with our dealers is outlined below: Defective parts may be returned to Wirtgen America only after approval and obtaining a Return Goods Authorization (RGA). Dealers are required to hold all defective warranty parts for 120 days from the date credit is given or the claim is denied. There is no mandatory parts return list; any part may be recalled for inspection. However, hydraulic parts, motors, pumps, gear boxes, planetary, track rollers, controllers, electronic consoles, CGC dis-plays, milling depth regulators, tracers, sonic sensors, etc. must always be returned to Wirtgen America. Note: • Do not return parts COD. Parts shipped COD will be refused. • Freight costs are not covered under warranty. • A RGA is required for the return of any parts.
52	Describe any service contract options for the items included in your proposal.	No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *

53	Describe any performance standards or guarantees that apply to your services	Wirtgen America is the holder of the referenced Contract. Pursuant to the Contract Terms and Conditions, a documented relationship exists between Wirtgen America and its dealer network thereby permitting Dealer to quote, accept purchase orders, order, deliver, and invoice the Sourcewell customer provided dealer agrees to the following: Compliance: 1. Dealer agrees to cooperate with Wirtgen America to comply with all Contract sales and administration requirements. Contract # 081221 Terms and Conditions are hereby incorporated in their entirety. 2. Dealer bears all contractual responsibility associated with equipment and parts sales to the Sourcewell member, including post sale warranty and service obligations, in accordance with the Contract. Post-sale warranty support includes standard factory warranty as well as any dealer provided extended warranty, same as for a commercial sale. 3. Dealer hereby agrees to comply with the Certificate of Insurance ("COI") requirement as defined under the Contract and will produce a copy of the certificate if requested by Wirtgen America. 4. Certain states may adopt Sourcewell by way of a Participating Addendum. In those instances, there may be additional local contract stipulations that must be adhered to in addition to the national contract. Dealer agrees to review state specific requirements, as may be applicable, and abide by same. Quoting: 1. Quote training and contract questions should be directed to the Contract Administrator. 2. The Contract is not a fixed price contract, quotes are to stipulate 30-day validity to allow for re-quoting. Contract orders shall be processed by dealer at the then current factory pricing. In other words, Wirtgen America will not "price protect" a sale if Sourcewell or customer does not accept a price increase. Thus, the dealership, and not Wirtgen America, will be liable for any resulting price differences. 3. Prices for dealer provided non-contract goods and services, which serve to complete the machine sale, shall be no greater than permitted under the Contract, including without limitation (and as applicable), factory freight, PDI, set-up, local delivery, taxes etc. 4. If/when customer requests contract pricing verification, dealer agrees to provide itemized quotes that include List prices for base and factory build codes and the contract discount utilized. 5. Wirtgen America reserves the right to audit dealer's contract sales records for compliance and training.

54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Wirtgen America is the holder of the referenced Contract. Pursuant to the Contract Terms and Conditions, a documented relationship exists between Wirtgen America and its dealer network thereby permitting Dealer to quote, accept purchase orders, order, deliver, and invoice the Sourcewell customer provided dealer agrees to the following: Compliance: 1. Dealer agrees to cooperate with Wirtgen America to comply with all Contract sales and administration requirements. Contract # 081221 Terms and Conditions are hereby incorporated in their entirety. 2. Dealer bears all contractual responsibility associated with equipment and parts sales to the Sourcewell member, including post sale warranty and service obligations, in accordance with the Contract. Post-sale warranty support includes standard factory warranty as well as any dealer provided extended warranty, same as for a commercial sale. 3. Dealer hereby agrees to comply with the Certificate of Insurance ("COI") requirement as defined under the Contract and will produce a copy of the certificate if requested by Wirtgen America. 4. Certain states may adopt Sourcewell by way of a Participating Addendum. In those instances, there may be additional local contract stipulations that must be adhered to in addition to the national contract. Dealer agrees to review state specific requirements, as may be applicable, and abide by same. Quoting: 1. Quote training and contract questions should be directed to the Contract Administrator. 2. The Contract is not a fixed price contract, quotes are to stipulate 30-day validity to allow for re-quoting. Contract orders shall be processed by dealer at the then current factory pricing. In other words, Wirtgen America will not "price protect" a sale if Sourcewell or customer does not accept a price increase. Thus, the dealership, and not Wirtgen America, will be liable for any resulting price differences. 3. Prices for dealer provided non-contract goods and services, which serve to complete the machine sale, shall be no greater than permitted under the Contract, including without limitation (and as applicable), factory freight, PDI, set-up, local delivery, taxes etc. 4. If/when customer requests contract pricing verification, dealer agrees to provide itemized quotes that include List prices for base and factory build codes and the contract discount utilized. 5. Wirtgen America reserves the right to audit dealer's contract sales records for compliance and training

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Wirtgen America's only option for payment terms is Net 30 Days.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Wirtgen America wholly owned by John Deere has access to John Deere Financial. They offer leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See examples attached: WGS Quotation Sales order to the customer with terms and conditions Invoice to the customer Statement of Warranty Start-up Registration/Machine inspection form
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Wirtgen America does not accept P-card procurement.

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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Wirtgen - 18% Discount Hamm - 20% Discount Kleemann - 15% Discount Vogele - 18% Discount
61	Describe any quantity or volume discounts or rebate programs that you offer.	5-7 machines receive 3% additional discount 8-14 machines receive 4% additional discount 15-30 machines receive 5% additional discount
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Wirtgen America can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by Wirtgen America as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as Wirtgen America non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Betek teeth). Dealer provided goods/services are items such as; Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty… Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the Wirtgen America dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide…"
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer. Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments in the continental U.S. (CONUS) region will be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted. Prospective buying agency must supply the full address for the end-user's delivery location at time of quote request. Should buying agency choose not to use their nearest equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. All equipment dealers have a defined coverage area and are not selectable by the customer. Wirtgen America will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

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65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case for the continental U.S., factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland… may affect final delivery time.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are utilizing Sourcewell as our primary tool for municipal purchasing

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	For sales that are processed through our office, the quote and purchase order are reviewed by the contract administrator for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process. Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited. For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. At this time pricing is verified against contract. On a quarterly basis, Wirtgen America receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The quarterly sales report will be reviewed by our top management. We are keeping a list of requested quotes to review closure rate. We will follow up on all lost sales to see where we were deficient. We also want to plan a quarterly performance review with Sourcewell Account Managers.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% admin fee applicable only to the equipment's contract selling price (List price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	WIRTGEN is the market leader in milling machines and recyclers for road construction, as well as the quality and technology leader in slipform pavers and surface miners. WIRTGEN cold milling machines efficiently strip and remove damaged paving. The possible applications range from excavation of complete road structures through partial repairs to milling out trenches.

Bid Number: RFP 060122 Vendor Name: Wirtgen America, Inc.

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		WIRTGEN cold recyclers remove the existing road paving by milling and mix binders such as foamed bitumen into the granulated paving. When stabilizing soil, the recyclers mix binders such as lime or cement into moist soils, to increase their load-bearing capacity. WIRTGEN slipform pavers pave high-volume carriageways and other traffic areas as well as concrete monolithic profiles in one continuous process. VÖGELE offers a complete range of pavers, paving screeds and feeders and is the world market leader and pacesetter in the industry. VÖGELE pavers of the SUPER series boast practically-oriented machine dimensions, large paving withs, high compaction performances and an outstanding mobility. Altogether, this makes for a high economic efficiency and reliability. HAMM is the roller specialist and the No. 1 in asphalt compaction. The compactor's job is to produce a high load-bearing capacity. Compactors from HAMM achieve this through maximum productivity and quality, combined with low consumption and comfortable operation. The large range includes machines from 5 to 25 t with smooth, padfoot and VC crusher drums. The articulated tandem rollers of our HD COMPACTLINE SERIES are perfectly adapted to applications on smaller road construction and landscaping sites. These highly manoeuvrable machines permit economical compaction even on very cramped sites. The articulated tandem rollers of our HD+ SERIES are perfectly designed for road construction and for the paving of large asphalt surfaces. The convince with high compaction quality and excellent visibility. The new operating concept Easy Drive stands for intuitive operation and an ergonomically optimized workplace. Rubber-wheeled rollers of the HP SERIES are used to compact asphalt pavements. They convince due to their high compaction quality and the flexible ballast design. The comfortable operator platform, compact dimensions and sight channels in the asymmetric frame offer drivers improved comfort and visibility. Compactors of the H COMPACTLINE SERIES are allrounders for earthwork applications. Their convincing arguments are easy operations, powerful gradeability and compact dimensions. Compactors of the H SERIES for earthwork applications are characterized by top perfomace, perfect visibility and powerful gradeability. The new operating concept Easy Drive stands for intuitive operation and an ergonomically optimized workplace. These compactors are equipped with the latest exhaust technology. KLEEMANN The crushing plants in the MOBICAT series are used for pre-crushing of almost all natural stone and for recycling. The output of the MOBICAT crushing plants, however, is not determined by the jaw crusher alone, but rather the optimised interaction all components plays a decisive role. The focus is also increasingly on cost and environmental consciousness, availability of the plants, versatility and quality of the final product. KLEEMANN The mobile MOBICONE cone crushers are used in medium-hard to hard and abrasive natural stone as well as for raw material preparation in mining applications. The cone crushers delivery top quality cubic final grain sizes in the 2nd and 3rd crushing stage. The MOBICONE plants are available in different sizes and for various applications. The cone crushers are particularly suitable for linking with primary crushers and screening plants. KLEEMANN The mobile MOBIREX impact crushers are used in soft to medium-hard natural stone and in recycling. The performance of the plants is impressive – not just in terms of pure volume reduction. The focus today is on cost and environmental awareness, availability, versatility and, above all, the quality of the end-product to be achieved. The MOBIREX plants crush stone so efficiently that the grain shape, grain size distribution and cleanness comply with the strict standards for concrete and asphalt aggregates. KLEEMANN The MOBISCREEN mobile screening plants are used for screening almost all natural stone and in recycling. The classifying and scalping screens are available with two or three decks, with hydraulic or diesel-electric drives. The areas of application of the MOBISCREEN plants are multifaceted. A large number of suitable screen surfaces are available for achieving the different final grain sizes and for different feed material.

Bid Number: RFP 060122 Vendor Name: Wirtgen America, Inc.

72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Small Milling machines Models: W35XRi, W50 Ri, W60 Ri, W100 Ri, W120Ri Compact Milling machines: Models: W100 Fi, W120 Fi, W120FTi, W130 Fi, W150 XFi Large Milling machines: Models: W200 Hi, W210Fi, W220Fi, W250Fi Cold Recyclers and Soil Stabilizers: Models: WR200 Xli, WR240i, WR250i Tractor towed Soil Stabilizers: Models: WS220, WS250 Slipform Pavers Models: SP15i, SP25i Binding Agent Spreader Models: SW 16TC, SW 20MC VÖGELE - SUPER Series Mini class Models: SUPER 700-3i Compact class Models: SUPER 1300-3i Universal class Models: SUPER 1700-3i, SUPER 1703-3i Highway class Models: SUPER 2000-3i, SUPER 2003-3i HAMM Articulated tandem rollers of the HD CompactLine Series Models: HD 8, HD 10C, HD 10, HD12, HD13, HD14 Articulated tandem rollers of the HD+ Series Models: HD+ 70i, HD+ 80i, HD+ 90i, HD+ 110i, HD+ 120i, HD+ 140i Articulated tandem rollers of the DV+ Series Models: DV+ 70i, DV+ 90i Rubber-wheeled rollers of the HP Series Models: HP 180i, HP 280i Compactors of the H CompactLine Series Models: H5i, H7i Compactors of the H Series Models: H10i, H12i, H13i, H16i, H18i, H20i, H25i Trench Roller Model: HTC15 KLEEMANN Mobile jaw crushers Models :MOBICAT MC 100i EVO, MOBICAT MC 110i EVO2, MOBICAT MC 120i PRO Mobile cone crushers Models: MOBICONE MCO 110i PRO, MOBICONE MCO 90i EVO2, Mobile impact crushers: Models: MOBIREX MR 110i EVO2, MOBIREX MR 122 Zi, MOBIREX MR 130i EVO2 Mobile screening plants Models: MOBISCREEN MSS 802i EVO, MOBISCREEN MS 13 Z MOBISCREEN MS 15 Z, MOBISCREEN MS 702i EVO, MOBISCREEN MS 703i EVO, MOBISCREEN MS 952i EVO, MOBISCREEN MS 953i EVO, MOBISCREEN MS 21 Z .

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Asphalt pavers, screeds, distributors, and loaders	(•) Yes ( ) No	
74	Steel-wheeled and pneumatic tire rollers	(•) Yes ( ) No	
75	Wideners, tack distributors, cold planers, and compactors	(•) Yes ( ) No	
76	Concrete mixers, and gunite or shotcrete delivery equipment	( ) Yes (•) No	
77	Other	(•) Yes ( ) No	Milling machines, Cold Recyclers and Soil Stabilizers, Slipform Pavers, Binding Agent Spreaders

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 2022-2023 Price File for U.S_Wirtgen America.zip - Wednesday June 01, 2022 15:36:09
- Financial Strength and Stability - 2021 Annual Report - Table 2 - Question 12.zip - Wednesday June 01, 2022 12:16:20
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates - Certificate ISO 14001 - Table 8 - Question 43.zip - Wednesday June 01, 2022 12:16:38
- Warranty Information - Warranty Handbooks- Table9A - Question 46,47,50.zip - Wednesday June 01, 2022 12:16:54
- Standard Transaction Document Samples - Standard Transaction Documents - Table 10 - Question 57.zip - Wednesday June 01, 2022 12:17:16
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Melanie Braband, Contract Administrator, Wirtgen America, Incorporated

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

( ) **Yes** (•) **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Paving_Eqpt_RFP_060122 Tue May 24 2022 04:31 PM	☑	1
Addendum_3_Roadway_Paving_Eqpt_RFP_060122 Thu May 19 2022 09:01 AM	☑	1
Addendum_2_Roadway_Paving_Eqpt_RFP_060122 Fri April 29 2022 04:09 PM	☑	1
Addendum_1_Roadway_Paving_Eqpt_RFP_060122 Fri April 15 2022 03:54 PM	☑	1

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 Hakker Equipment Co. for one (1) new Vactor Sewer Truck. (Cost: $638,015.58) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To secure City Council authorization to purchase one (1) new Vactor sewer cleaning truck from Hakker Equipment Co. through the Sourcewell Cooperative Purchasing competitive bid program, Contract #101221-VTR.

BACKGROUND

The Public Works Department has one (1) Vactor sewer cleaning truck that currently meets the City's guidelines for replacement and was approved through Fiscal Year 2023/24 budget process. This vehicle is a 2001 Sterling Vactor with 129,602 miles, VIN # 2FZAAWAK11AJ31406 and has a diesel engine and is being replaced with a cleaner burning compressed natural gas (CNG) engine with the new unit. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #101211-VTR. The results deemed Hakker Equipment Co. as the lowest responsive bid.

Hakker Equipment Co. $638,015.58*

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The replacement cost of $638,015.58 is budgeted in and will be funded by the Fleet internal service fund. The surplus equipment will be sold at public auction, and proceeds, if any will be returned to the Fleet fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of $638,015.58 to Hakker Equipment Co. for the purchase of one (1) new Vactor sewer cleaning truck.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Hakker Equipment Vactor quote	6/7/2023	Backup Material	Garden_Grove_Vactor_CNG_2110_SW_5-8-23.pdf
101221-VTR	7/20/2023	Backup Material	101221-VTR_Vactor_Contract_101221.pdf

HAAKER
EQUIPMENT COMPANY
2070 North White Avenue, La Verne, California
91750 (909) 598-2706 ~ FAX (909) 598-1427 ~
haaker.com

QUOTE
June 5, 2023

TO: CITY OF GARDEN GROVE
13802 Newhope St.
Garden Grove CA 92843

ATTN: Mr. Brent Hayes
714-741-5976
Email: brenth@ci.garden-grove.ca.us

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the ***Sourcewell Cooperative Purchasing Agreement – Contract # 101221-VTR***

One (1) NEW VACTOR CNG 2110 PLUS SEWER CLEANER

10-Cubic Yard Capacity with 15", 3,500 CFM Positive Displacement Blower, 1000 Gallons of Water, Mounted on a 2023/2024 Freightliner 6x4 Chassis, 320 HP CNG L9N Engine Allison 3000RDS Automatic Transmission. Equipped with all Standard and Optional Equipment listed:

Standard Equipment:

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 48" Dump Height
- Water Sight Gauge PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump

· Stainless Steel Micro strainer
· Blower Air Shift Controls
· Hydraulic Cooling Package
· Midship Handgun Coupling
· Side Mounted Water Pump
· Hose Wind Guide (Dual Roller)
· Hose Footage Counter - Mechanical
· Hose Reel Manual Hyd. Extend/Retract
· Hose Reel Chain Cover (Full)
· Tachometer/Chassis Engine W/Hour meter
· Circuit Breakers
· LED Lights. Clearance, Back-Up, Stop, Tail & Turn
· Tow Hooks, Front and Rear
· Electronic Back-Up Alarm
· Hydraulic Tank Shutoff Valves
· 8" Vacuum Pipe Package
· Emergency Flare Kit
· Fire Extinguisher 5 Lbs.
· Low Water Alarm with Water Pump Flow Indicator
· Front Joystick Boom Control
· Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
· Digital Hose Footage Counter
· Water Pump Hour Meter
· PTO Hour Meter
· Camera System, Rear Only
· Hydraulic Oil Temp Alarm
· Digital Water Pressure Gauge

Optional Equipment:

· 48" x 22" x 24" Curb Side Aluminum Toolbox with Lighting
· 180 deg. 10' x 15' Rapid Deployment Boom
· RDB Washout Coupling
· Boom Out of Position Indicator/Alarm
· 80 GPM Variable Flow Water System
· 2500 PSI Water Pressure
· Hydraulic Cooling Package
· 1" x 800' Sewer Hose, 2500 PSI
· Debris Body Washout
· 6" Butterfly Valve, Rear Door, 3:00 Position
· 6" Rear Door Knife Valve w/Camloc w/Port, 6:00 position
· Rear Door Valve Flush out
· Centrifugal Separators (Cyclones)
· Folding Pipe Rack, Curbside, 8" Pipe
· Folding Pipe Rack, Streetside, 8" Pipe
· Rear Door Splash Shield
· Lube Manifold
· Plastic Lube Chart
· Hot Shift Blower Drive (automatic transmission)
· Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
· Rotatable Boom Inlet Hose
· Handgun Couplers, Front and Rear
· Hose Wind Guide (Dual Roller), Auto, Non-Indexing
· Rodder Hose Pinch Roller
· High Pressure Hose Reel
· HXX Kit to Include High Pressure Nozzles for Lift Station Grease
· Lateral Cleaning Kit w/150' Hose and Nozzle, 25 GPM/2000 PSI
· Rodder Pump Drain Valves
· Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger
· 6 Lighting Package, 6 Federal Signal Strobe Lights, LED
· LED Mid-Ship Turn Signals
· Work lights (2), LED, Boom
· Work lights (2), LED, Rear Door
· Work light, LED, Operators Station
· Work light, LED, Hose Reel Manhole
· Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
· Toolbox, Driver Side Subframe, 18w x 24h x 24d
· (4) Long Handle Tool Storage Locations Behind Cab
· Camera System, Front, Rear and Both Sides
· (2) Safety Cone Storage Rack - Post Style Rear Bumper
· Ball Valves on Micro Strainer for Maintenance
· Water Cooler Storage Rack
· Digital Water Level Indicator
· Digital Debris Body Level Indicator
· (2) 8" x 5' Aluminum Vacuum Tube
· (2) 8" Quick Clamp Assembly
· (1) 8"x3' Higbee Vacuum Nozzle
· Additional Steps on Passanger and Driver Side to Lower Entry
· Pick and Sledge on Passenger Side Tool Box/PVC Long Handle Tool Storage Down Subframe
· Prybar Holder on Front Hose Reel
· LED Whelen Light Package to Include: Light Bar Top of Cab, Directional Arrow Rear Door ←→, Additional Strobes on Rear Sides and Under CNG Tanks
· 1 Printed Full Vactor Manual
· Vactor Standard Manual and USB Version

Unit Price	$ 598,282.00
Sourcewell Discount:	($ 11,601.00
Subtotal:	$ 586,681.00
Sales Tax (8.75):	$ 51,334.58

TOTAL PRICE F.O.B. GARDEN GROVE, CA..: ..... $ 638,015.58

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: To Be Determined **TERMS:** Net 30

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:** _____

BY: Matt Muinch _____ **DATE:** _____

MATT MUINCH
Sales Representative

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Vactor Manufacturing, a division of Federal Signal
By: DocuSigned by: Jeremy Schwartz	By: DocuSigned by: David Panizzi
Jeremy Schwartz	David Panizzi
Title: Chief Procurement Officer	Title: Business Development Manager
Date: 12/20/2021 | 11:51 AM CST	Date: 12/20/2021 | 11:57 AM PST

Approved:

By: DocuSigned by: Chad Coauette

Chad Coauette

Title: Executive Director/CEO

Date: 12/20/2021 | 2:05 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal Signal and Vactor Manufacturing
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153
HST#:	36-2351764

Submission Details

Created On:	Thursday September 16, 2021 12:18:49
Submitted On:	Monday October 11, 2021 14:51:07
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	5f37a299-5bd6-4ac4-aedf-2f1ad40fd7bc
Submitter's IP Address:	4.28.67.162

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vactor Manufacturing (a Division of Federal Signal)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vactor Manaufacturing; TruVac
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vactor Manufacturing; TruVac
4	Proposer Physical Address:	1621 South Illinois St. Streator, IL 61364
5	Proposer website address (or addresses):	www.Vactor.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Vactor Manufacturing works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with over 55 years of product design and manufacturing experience. Vactor Manufacturing is a recognized leader in high quality sewer cleaning and hydro-excavation solutions.
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in sewer cleaner and hydro excavator designs and product offerings.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vactor is the clear leader of our industry in North America. Our growth over the past 15 years has necessitated two, multi-million dollar factory expansions. The most recent concluding in 2020. Vactor is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sewer cleaning and hydro excavation model/technologies, we believe our aggregate market share to be approximately 40%.
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we have approximately 32% market share across all types of sewer cleaning and hydro excavation technologies.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Vactor Manufacturing and Federal Signal Corp. have never been the subject of a bankruptcy action.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-users. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Vactor is ISO 9001 and 14001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Vactor Manufacturing received the Chicago Innovation Award for the Paradigm Hydro Excavation unit in 2016.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 62%
20	What percentage of your sales are to the education sector in the past three years	Less than 1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Annual sales volumes are unknown.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Hampton Roads & Sanitation District (HRSD) member #46762	John "JJ" Jones	(757) 460-7069
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119
Orange County Utilities, member ID 141910	Nathaniel Haney	(407) 883-9574
City of Chesapeake, member ID 52040	Mike Colgan	(757) 382-3321

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Vactor/TruVac has ten Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.
27	Service force.	Internally, Vactor/TruVac has an Inside Service organization with eight technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sewer cleaner/hydro excavation unit is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the equipment. History is showing that Vactor dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with equipment installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Vactor Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Vactor we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Vactor and our dealers.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use sewer cleaner and/or hydro excavators.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vactor utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sewer cleaner/hydro vac as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific maintenance training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.
40	Describe any technological advances that your proposed products or services offer.	Available on our Vactor 2100i combination units we offer a patented Rapid Deployment Boom (RDB). This feature provides for significantly improved productivity in reduced set-up times and also reduces need for operator set-up/breakdown frequency for improved safety and reduced fatigue. Our standard advanced Intui-Touch control system is ergonomically designed that allows for safe and easy interactive control interface. We have also introduced a water-recycler option that again greatly improves productivity while reducing water consumption in the line cleaning process. On our TruVac products we have optional Dig-Right technology (also patented) that allows the operator to set pressure limits to ensure safe digging practices.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vactor is ISO 14001 certified (environmental management) which speaks to our environmental management commitment at our factory. Also, the water recycler option mentioned in line item 40 provides for significantly reduced water usage. Lastly, all of our units are now single-engine operation which eliminates the need for an auxiliary engine to drive air-flow for cleaning. This significantly reduces emission and need for secondary engine maintenance.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 14001 would be the only third-party issued certification related to environmental management. However, as mentioned above, we are certainly focused on energy efficiency/conservation. I would go as far as saying that we are a leader in developing and providing environmentally beneficial solutions including using alternative fuels such as CNG.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Vactor does not qualify under any of these business headings, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer a variety of combination, jetter only or vacuum only sewer cleaner solutions that can be tailored to specific member requirements. We have a large selection of optional content that allows for customization for specific applications as well as the ability to provide specialized (engineered) solutions that may require unique attention/design. Our excavation products also are available in various sizes with the ability to excavate with water or air. Our products are also supported by a seasoned dealer network that is trained with the capability of supporting users throughout North America.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as nozzles.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Vactor and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Vactor and our dealers. We have been know to assist our end-user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a product returned. If one of our sewer cleaners was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their product - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific targeted specials. These are dealer specific.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	To ensure that our products are supported in a timely manner we offer a bumper-to-bumper, 1-year standard warranty (exclusive of wear parts). We have a nation wide/North American service network with all dealer connected via our service network software (providing specific unit service history and service/recall information). We also have a 24-hour hotline to assist both dealers and end-user with diagnosis and troubleshooting information.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Several months after delivery of each new unit we send out a Customer Satisfaction Survey asking for feedback in the areas of product quality, performance, level of satisfaction with their dealer experience and overall product. Any negative mark or comment is recorded and assigned for follow-up. The scores are tallied in the form of a Customer Satisfaction Index (CSI) score. Several quality and service performance measures are tied to the CSI. This helps us understand the voice of the customer and ensures that we are monitoring quality, performance and overall customer satisfaction at the manufacturer level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Payment terms are established between the Vactor dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do much of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and us is net 30-days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Vactor dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example document in the upload section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Vactor dealer. I do not believe P-card transactions are used. We (Vactor) do not accept P-card payments from our dealers. We have no hidden or undisclosed costs.	*

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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sewer cleaners and hydro-excavators. Our pricing model is a 3% discount from list price on all Vactor/TruVac manufactured products (and options) exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sewer cleaners and hydro-vacs. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. We will also offer used sewer cleaners and hydro-vacs, primarily from our rental fleet. These are generally late model year and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and the Vactor dealer. This allows members a method of obtaining quality equipment at a much lower initial acquisition cost.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Vactor/TruVac manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted to determine appropriate and consistent rental rates. Used equipment pricing will be negotiated and agreed to between member and Vactor dealer.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts may be considered on a case-by-case basis.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Vactor. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our products are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Vactor/TruVac equipment-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sewer cleaners/hydo vas. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary significantly, we do not provide chassis pricing. Our dealers will provide chassis quote through at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide. Supply of chassis is currently constrained.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery, however, is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the product, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of sewer cleaners and hydro vacs for this Sourcewell proposal is better than what we typically offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Vactor) and is not a line item past on to the member.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental our full line of combination sewer cleaners, jetters, catch basin (sewer vacuums) and our hydro and air excavation products. This includes multiple sizes/capacities for combination sewer cleaners, truck mounted jetters and catch-basin (vacuum) units. Also, trailer mounted jetters and and various sized hydro and air excavation units under our TruVac brand name. Also included is our Liquid Vacuum Tanker (LVT) that is a simple water/sludge pump designed for vacuuming refuse/dirty water, containing and transporting that material.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Combination Sewer Cleaners (various capacities) mounted on appropriately sized class 8 truck chassis; Catch Basin (vac only) units; Truck-Mounted Jetter and trailer-mounted Jetters; Various sized Hydro and Air Excavation units mounted on appropriately sized truck chassis; and Liquid Vacuum Tanker (LVT) trucks.	*

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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	Full-line of various sized, truck-mounted Hydro and Air excavation units.	*
74	Jetters and rodders	(•) Yes ( ) No	Various sized jetters including both truck and trailer-mounted units.	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	Straight trash pumps are not part of our offering.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	(•) Yes ( ) No	Our LVT units (TruVac Jackal) can be used in treatment facilities to assist with cleaning.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	( ) Yes (•) No	Service parts and supplies are not included in our proposal.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	All our products include single button Emergency Stops (E-Stops) at all human-machine interfaces to allow for rapid shutdown of operation. Our Rapid Deployment Boom (RDB) eliminates the need for repeated operator actions for set-up and breakdown throughout the workday. Our Dig-Right technology will automatically control pressure settings to avoid damaging underground utilities that would cause unsafe working conditions. We also have auto Water Shut Off (WSO) on the digging lance on our hydro ex units to provide an extra layer of safety for operators.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our RDB 10x15 boom, as previously described, significantly improves productivity. Our water recycler option significantly reduces the need to fill-up with fresh water thus providing for greater productive time. The Dig-Right option on our Vacuum Excavators allows greater productivity by automatically adjusting pressures to digging conditions.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Vactor TruVac Pricing files.zip - Monday October 11, 2021 09:49:16
- Financial Strength and Stability - fss_2020_10k.pdf - Thursday October 07, 2021 11:17:49
- Marketing Plan/Samples - 2021 Vactor Facebook - Sourcewell.pdf - Thursday October 07, 2021 11:19:56
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Vactor and TruVac Warranty.zip - Thursday October 07, 2021 11:23:13
- Standard Transaction Document Samples - Vactor Transaction example.zip - Thursday October 07, 2021 11:23:02
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Thursday October 07, 2021 11:18:26

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Vactor Manufacturing

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Bid Number: RFP 101221 Vendor Name: Elgin Sweeper Co.

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Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

Bid Number: RFP 101221 Vendor Name: Elgin Sweeper Co.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of a purchase order to National Auto Fleet Group for seven (7) new Public Works Department utility trucks. (Cost: $664,766.26) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To secure City Council authorization to purchase seven (7) new Public Works Department utility body trucks from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #091521-NAF.

BACKGROUND

The Public Works Department has seven (7) utility body trucks that currently meet the City's guidelines for replacement and were approved through the FY-23/24 budget process. These trucks were originally approved through the FY-22/23 budget process but were unavailable to purchase due to inventory constraints. These trucks are replacing vehicles from the Water Department, Parks Division, Building Maintenance, Streets Division, and Engineering. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #091521-NAF. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group Chevy 3500HD regular cab (Water Department)	$100,016.89*
National Auto Fleet Group Two (2) Chevy 2500HD regular cabs (Parks Division)	$173,173.52*
National Auto Fleet Group Chevy 2500HD regular cab (Water Department)	$78,858.99*
National Auto Fleet Group	$81,120.99*

Chevy 2500HD regular cab (Building Maintenance)

National Auto Fleet Group $89,208.40*
Chevy 2500HD regular cab (Engineering Division)

National Auto Fleet Group $142,387.47*
Chevy 2500HD double cab (Streets Division)

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The cost of $664,766.26 has been included in and will be funded by the Fleet Fund's operating budget. The surplus equipment will be sold at public auction, and proceeds will be returned to the Fleet Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of $664,766.26 to National Auto Fleet Group for the purchase of seven (7) new Public Works Department utility body trucks.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
National Auto Fleet Group Quote #830	7/20/2023	Backup Material	National_Auto_Fleet_Group_#830.pdf
Nation Auto Fleet Group Quote #761_762	6/6/2023	Backup Material	National_Auto_Fleet_Group_#761_#762.pdf
Nation Auto Fleet Group Quote #763	6/6/2023	Backup Material	National_Auto_Fleet_Group_#763.pdf
National Auto Fleet Group Quote #758	7/7/2023	Backup Material	National_Auto_Fleet_Group_#758_revised.pdf
National Auto Fleet Group Quote #819	7/20/2023	Backup Material	Unit_819.pdf
National Auto Fleet Group Quote #802	7/20/2023	Backup Material	Unit_802.pdf
Vehicle Information	6/7/2023	Backup Material	Vehicle_information_for_City_Council_7.11.23_Agenda_item_8b.xlsx
091521	7/20/2023	Backup Material	091521-NAF_National_Auto_Fleet_Contract_091521.pdf

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/5/2023

Quote ID: **24260**

Order Cut Off Date: **TBA**

Unit 830

Mr Steve Sudduth
City of Garden Grove

11222 Acacia Parkway

Garden Grove, California, 92840

Dear Steve Sudduth,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2024 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck, pacific Est 20876 8X12 Steakebed) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$47,168.00	$46,027.41	2.418 %	$1,140.59
pacific Est 20876		$45,701.00		
8X12 Steakebed				
Tax (8.7500 %)		$8,026.24		
Tire fee		$12.25		
Transportation		$250.00		
Total		$100,016.89		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

QUOTATION

pacific truck equipment inc.
11655 e. washington blvd. whittier, ca 90606-2424
562/464-9674 fax 562/464-6067

DATE ENTERED	CUST. P.O.	TERMS	TAXABLE	
4/24/2023		C.B.D. | Y...	YES	NO

ESTIMATE # 20876

TO

TO:STEVE SUDDUTH @ CITY OF GARDEN GROVE
FROM: JEFF @ PACIFIC TRUCK EQUIPMENT

DATE REQUESTED	TRUCK DUE DATE
4/24/2023	

BUYER'S NAME	WRITTEN BY
STEVE	J.K.

HOW SHIP

SHIP TO

UNIT #830

SPECIFICATIONS

MAKE / MODEL / YEAR / COLOR / C.A DIM
CHEVY, C3500, 23, MATCH, 84"

DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB
DRW CHASSIS

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A		8' X 12' STAKEBED PAINTED WHITE AND INSTALLED	45,701.00	45,701.00T
B	1	42 " HEADBOARD	0.00	0.00T
C	1	3 SLAT SOLID FOLD DOWN STAKE GATES WITH LIFT ASSIST HANDLES (EXCEPT WHERE SIDE LIFTGATE IS INSTALLED)	0.00	0.00T
D	1	(2) EA WHELEN MODEL 600 L.E.D. SURFACE MOUNTED STROBE LIGHTS 1 ON EACH SIDE OF WINDOW CUTOUT ON HEADBOARD WITH EXP METAL CAGE PROTECTORS	0.00	0.00T
E	1	FURNISH AND INSTALL (1) EA TOMMY LIFTGATE MODEL #G2-54-2050EA41 2000# CAPACITY WITH A 1 PC. EXTRUDED ALUMINUM 49" X 41" PLATFORM INSTALLED ON CURB SIDE AT FRONT OF BODY JUST BEHIND CAB WITH SAFETY CHAIN TO HEADBOARD	0.00	0.00T
F	1	(1) EA " X 18" X 20" UNDERBODY BOX PAINTED AND INSTALLED ON C.S. JUST BEHIND REAR WHEEL	0.00	0.00T
G	1	(1) EA 6 STATION TOOL HOLDER INSTALLED ON HEADBOARD 3 ON EACH SIDE OF WINDOW SCREEN PER PHOTO	0.00	0.00T
H	1	(1) 60" X 18" X 20" UNDERBODY BOX PAINTED AND INSTALLED ON STREET SIDE	0.00	0.00T
I	1	(2) EA LOW PROFILE FRAME MOUNTED CONE HOLDERS ON FRONT OF VEHICLE	0.00	0.00T
J	1	(2) EA UNITY SPOTLIGHTS INSTALLED (1 ON EACH SIDE)	0.00	0.00T
K	1	L.E.D. LEGAL LIGHTS	0.00	0.00T
L	1	FLUSH MOUNT REAR DOCK BUMPER	0.00	0.00T
M	1	(2) EA 2 RUNG STEPS AT REAR OF BED FLUSH MOUNT	0.00	0.00T
N	1	10,000# RECEIVER HITCH	0.00	0.00T
O	1	6 PRONG TRAILER CONNECTOR	0.00	0.00T
P	1	(1) EA WANCO MODEL# WFP180B6-LSAC 36" X 72" 180 DEGREE ARROWBOARD WITH POWER LIFT INSTALLED SUSPENDED OVER CAB FROM HEADBOARD	0.00	0.00T
Q	1	4 CORNER STROBE SYSTEM	0.00	0.00T
R	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA TO EXISTING O.E.M. SYSTEM	0.00	0.00T
		NO OTHER ITEMS INCLUDED		

Sub Total	$45,701.00
Sales Tax	$4,341.60
Total	$50,042.60

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
FE9	Emissions, Federal requirements
NB8	Emissions override, California
ENGINE	
Code	**Description**
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (STD)
TRANSMISSION	
Code	**Description**
MKM	Transmission, Allison 10-Speed automatic, (STD)
AXLE	
Code	**Description**
GT4	Rear axle, 3.73 ratio
PREFERRED EQUIPMENT GROUP	
Code	**Description**
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	**Description**
PYW	Wheels, 17" (43.2 cm) painted steel
TIRES	
Code	**Description**
QZT	Tires, LT235/80R17E all-terrain, blackwall
SPARE TIRE	
Code	**Description**
ZZT	Tire, spare LT235/80R17E all-terrain
PAINT	
Code	**Description**
GAZ	Summit White
SEAT TYPE	

Code	Description
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	**Description**
H2G	Jet Black, Vinyl seat trim
RADIO	
Code	**Description**
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
ZLQ	WT Fleet Convenience Package, includes (K34) Cruise Control and (DBG) power trailer mirrors with heated upper glass and manual extending/folding
K4Z	Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr
KW5	Alternator, 220 amps
AKO	Glass, deep-tinted
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com.
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted
KI4	Power outlet, interior, 120-volt (400 watts)
R9L	Deleted 3 Years of Remote Access
5N5	Rear Camera Kit., Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com
NOTE	
Code	**Description**
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **

2024 Fleet/Non-Retail Chevrolet Silverado 3500HD CC 2WD Reg Cab 171" WB, 84.5" CA Work Truck

WINDOW STICKER

2024 Chevrolet Silverado 3500HD CC 2WD Reg Cab 171" WB, 84.5" CA
Work Truck

CODE	MODEL	MSRP
CC31403	2024 Chevrolet Silverado 3500HD CC 2WD Reg Cab 171" WB, 84.5" CA Work Truck	$43,900.00
	OPTIONS	
FE9	Emissions, Federal requirements	$0.00
NB8	Emissions override, California	$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (STD)	$0.00
MKM	Transmission, Allison 10-Speed automatic, (STD)	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	$0.00
PYW	Wheels, 17" (43.2 cm) painted steel	$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall	$0.00
ZZT	Tire, spare LT235/80R17E all-terrain	$380.00
GAZ	Summit White	$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo, (STD)	$0.00
ZLQ	WT Fleet Convenience Package, includes (K34) Cruise Control and (DBG) power trailer mirrors with heated upper glass and manual extending/folding	$435.00
K4Z	Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr	$135.00
KW5	Alternator, 220 amps	$150.00
AKO	Glass, deep-tinted	$200.00
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com.	$150.00
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted	INC
KI4	Power outlet, interior, 120-volt (400 watts)	$150.00
R9L	Deleted 3 Years of Remote Access	($300.00)
5N5	Rear Camera Kit., Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com	$73.00
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$45,273.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,895.00
TOTAL PRICE	**$47,168.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

EXTERIOR

Wheels, 17" (43.2 cm) painted steel
Tires, LT235/80R17E all-terrain, blackwall

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

ADDITIONAL EQUIPMENT

Auto-locking rear differential
Air filter, heavy-duty
Air filtration monitoring
Rear wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Trailer brake controller, integrated
Recovery hooks, front, frame-mounted, Black
Body, Chassis Cab
Frame, fully-boxed, hydroformed front section and an open "C" rear section
GVWR, 14,000 lbs. (6350 kg)
Suspension Package

Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Fuel tank, front and rear, 63.5 gallon
Capped Fuel Fill
Dual Rear Wheels
Wheel trim, painted center caps
Bumpers, front, Black
Bumper, rear, delete
Moldings, beltline, Black
Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Lamps, Smoked Amber roof marker, (LED)
Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel
Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
Mirror caps, Black
Glass, solar absorbing, tinted
Door handles, Black grained
Audio system feature, 2-speakers (Requires Regular Cab model.)
Bluetooth for phone, connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Vinyl seat trim
Floor covering, rubberized-vinyl
Steering wheel, urethane
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Compass, located in instrument cluster
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Brake lining wear indicator
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry, with 2 transmitters
Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) Back-up alarm.)
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Automatic Emergency Braking
Front Pedestrian Braking
Daytime Running Lamps with automatic exterior lamp control
Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Following Distance Indicator
Forward Collision Alert
Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Sourcewell Quote ID: 24260

Name
Mr Steve Sudduth
(714) 741-5390
stevesu@ci.garden-grove.ca.us

Organization Name
City of Garden Grove

Address
11222 Acacia Parkway
Garden Grove California
92840

Order Cut Off is TBA

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	www.NAFGETA.com
Use the upfitter of your choice:	www.NAFGpartner.com
Vehicle Status:	ETA@NationalAutoFleetGroup.com
General Inquiries:	Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/5/2023

Quote ID: **24256**

Order Cut Off Date: **TBA**

Unit 761 / 762

Mr Steve Sudduth
City of Garden Grove

11222 Acacia Parkway

Garden Grove, California, 92840

Dear Steve Sudduth,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2024 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck 8.2' Box, Pacific Est 20875 Service Body) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	$45,928.00	$44,858.08	2.330 %	$89,716.16	$2,139.84
Pacific Est 20875 Service Body		$34,524.00		$69,048.00	
Tax (8.7500 %)		$6,945.93		$13,891.86	
Tire fee		$8.75		$17.50	
Transportation		$250.00		$500.00	
Total		$86,586.76		$173,173.52	

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

CHEVROLET Ford NISSAN TOYOTA GMC

QUOTATION

pacific truck equipment inc.
1655 e. washington blvd. whittier, ca 90606-2424
562/464-9674 fax 562/464-6067

DATE ENTERED	CUST. P.O.	TERMS	TAXABLE	
4/24/2023		Net 10 | ...	YES	NO

ESTIMATE # 20875

TO	TO: STEVE SUDDUTH @ C/O GARDEN GROVE FROM: JEFF @ PACIFIC TRUCK EQUIPMENT
SHIP TO	UNIT# 761 & #762

DATE REQUESTED	TRUCK DUE DATE
4/24/2023	

BUYER'S NAME	WRITTEN BY
STEVE	J.K.

HOW SHIP

SPECIFICATIONS

MAKE / MODEL / YEAR / COLOR / C.A DIM
CHEVY, C-2500, 23, MATCH, 56"

DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB
SRW

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	96331549 VF PAINTED WHITE AND INSTALLED	34,824.00	34,824.00T
B	1	S.S.#1 COMPT. TO HAVE (2) EA 5" D. AND (3)EA 4" D. 250# CAP ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE BOTTOM UP	0.00	0.00T
C	1	S.S.#3 COMPT. TO HAVE (3) EA 4" D. 250# CAP. ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE TOP DOWN	0.00	0.00T
D	1	C.S.#1 COMPT. TO HAVE (2) EA 5" D. AND (3) EA 4" D. 250# CAP ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE BOTTOM UP	0.00	0.00T
E	1	SPRAY LINER ENTIRE BED AREA	0.00	0.00T
F	1	(1) EA 5 STATION TOOL HOLDER ON S.S. BACKWRAPPER AT REAR	0.00	0.00T
G	1	VISE BRACKET ON C.S.	0.00	0.00T
H	1	WATER CASK BRACKET ON S.S.	0.00	0.00T
I	1	(2) EA FRONT BUMPER MOUNTED CONE HOLDERS (INVERTED STYLE)	0.00	0.00T
J	1	(1) EA ECCO MODEL #5590-A MINI LIGHTBAR MOUNTED ON TOP OF CAB	0.00	0.00T
K	1	(1) EA WANCO MODEL WFP180 B6-LSAC 36" X 72" ARROWBOARD INSTALLED SUSPENDED OVERCAB	0.00	0.00T
L	1	4 CORNER STROBE SYSTEM INSTALLED	0.00	0.00T
M	1	LEGAL LIGHTS	0.00	0.00T
N	1	REAR STEP BUMPER	0.00	0.00T
O	1	10,000# RECEIVER HITCH	0.00	0.00T
P	1	6 PRONG TRAILER CONNECTOR PER DIAGRAM	0.00	0.00T
Q	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA TO EXISTING O.E.M. SYSTEM	0.00	0.00T
		NO OTHER ITEMS INCLUDED		

Sub Total	
Sales Tax	
Total	

QUOTATION

pacific truck equipment inc.
1655 e. washington blvd. whittier, ca 90606-2424
562/464-9674 fax 562/464-6067

DATE ENTERED	CUST. P.O.	TERMS	TAXABLE	
4/24/2023		Net 10 | ...	YES	NO

ESTIMATE # 20875

		DATE REQUESTED	TRUCK DUE DATE
TO	TO: STEVE SUDDUTH @ C/O GARDEN GROVE FROM: JEFF @ PACIFIC TRUCK EQUIPMENT	4/24/2023	
		BUYER'S NAME: STEVE	WRITTEN BY: J.K.
		HOW SHIP:	

		SPECIFICATIONS
SHIP TO	UNIT# 761 & #762	MAKE / MODEL / YEAR / COLOR / C.A DIM: CHEVY, C-2500, 23, MATCH, 56"
		DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB: SRW

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
ALL		AFTERMARKET CONVERSIONS REQUIRING A FACTORY PICK UP BED REMOVAL CAN RESULT IN THE TRIGGERING OF ERRANT WIRING CODES IN THE DISPLAY PANEL OF THE CAB, AS WELL AS/BUT NOT LIMITED TO RAPID FLASHING OF THE TURN SIGNALS AND BLIND SPOT DETECTION CODES. ADDITIONALLY, SOME PREMIUM FEATURES MAY NOT OPERATE, AND THERE MAY BE NO REMEDY FOR THIS. THIS WILL REQUIRE REPROGRAMMING BY THE VEHICLE MANUFACTURER OR DEALERSHIP AND WILL BE THE RESPONSIBILITY OF THE CUSTOMER.	0.00	0.00T

Sub Total	$34,824.00
Sales Tax	
Total	

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
YF5	Emissions, California state requirements
ENGINE	
Code	**Description**
L8T	Engine, 6.6L V8, (STD)
TRANSMISSION	
Code	**Description**
MKM	Transmission, Allison 10-Speed automatic, (STD)
AXLE	
Code	**Description**
GT4	Rear axle, 3.73 ratio
PREFERRED EQUIPMENT GROUP	
Code	**Description**
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	**Description**
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)
TIRES	
Code	**Description**
QXT	Tires, LT265/70R17E all-terrain, blackwall
PAINT	
Code	**Description**
GAZ	Summit White
SEAT TYPE	
Code	**Description**
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	**Description**

H2G	Jet Black, Vinyl seat trim
RADIO	
Code	**Description**
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist and (QT5) EZ Lift power lock and release tailgate
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr
KW5	Alternator, 220 amps
JL1	Trailer brake controller, integrated
___	Capped Fuel Fill
9J4	Bumper, rear, delete
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.
AKO	Glass, deep-tinted
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)
DD8	Mirror, inside rearview auto-dimming
R9L	Deleted 3 Years of Remote Access
9L3	Spare tire delete
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting
5N5	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com
BODY CODE	
Code	**Description**
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.
GVWR	
Code	**Description**
C7A	Lowered GVWR, 10,000 lbs. (4536 kg), (STD)
NOTE	
Code	**Description**

**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **

2024 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box

WINDOW STICKER

2024 Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box

CODE	MODEL	MSRP
CC20903	2024 Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box	$43,400.00
	OPTIONS	
YF5	Emissions, California state requirements	$0.00
L8T	Engine, 6.6L V8, (STD)	$0.00
MKM	Transmission, Allison 10-Speed automatic, (STD)	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)	$0.00
QXT	Tires, LT265/70R17E all-terrain, blackwall	$200.00
GAZ	Summit White	$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	$0.00
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist and (QT5) EZ Lift power lock and release tailgate	$530.00
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr	$135.00
KW5	Alternator, 220 amps	$150.00
JL1	Trailer brake controller, integrated	$275.00
___	Capped Fuel Fill	INC
9J4	Bumper, rear, delete	INC
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.	$0.00
AKO	Glass, deep-tinted	$200.00
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.	$150.00
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted	$225.00
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)	$150.00
DD8	Mirror, inside rearview auto-dimming	INC
R9L	Deleted 3 Years of Remote Access	($300.00)
9L3	Spare tire delete	INC
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting	INC
5N5		$73.00

	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com	
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.	($1,155.00)
C7A	Lowered GVWR, 10,000 lbs. (4536 kg), (STD)	$0.00
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$44,033.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,895.00
TOTAL PRICE	**$45,928.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Durabed, pickup bed (STD)
Lowered GVWR, 10,000 lbs. (4536 kg) lowers GVWR and significantly decreases towing and/or payload ratings (STD) (C*20903, CC20753 and CC20953 models require (L8T) 6.6L V8 gas engine. (L5P) Duramax 6.6L Turbo-Diesel V8 engine is not available on the following models: C*20903, CC20753 and CC20953.)

EXTERIOR

Wheels, 17" (43.2 cm) painted steel, Silver (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

ADDITIONAL EQUIPMENT

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Auto-locking rear differential
Rear wheel drive
Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
Mirror caps, Black
Glass, solar absorbing, tinted
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Door handles, Black grained
Audio system feature, 2-speakers (Requires Regular Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Vinyl seat trim
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry with 2 transmitters
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it

prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System
3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)
Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

Sourcewell Quote ID: 24256

Name
Mr Steve Sudduth
(714) 741-5390
stevesu@ci.garden-grove.ca.us

Organization Name
City of Garden Grove

Address
11222 Acacia Parkway
Garden Grove California
92840

Order Cut Off is TBA

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/5/2023

Quote ID: **24255**

Order Cut Off Date: **TBA**

Unit 763

Mr Steve Sudduth
City of Garden Grove

11222 Acacia Parkway

Garden Grove, California, 92840

Dear Steve Sudduth,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2024 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck 8.2' Box, Pacific Est 20873 Service Body) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$45,928.00	$44,858.08	2.330 %	$1,069.92
Pacific Est 20873 Service Body		$27,418.00		
Tax (8.7500 %)		$6,324.16		
Tire fee		$8.75		
Transportation		$250.00		
Total		$78,858.99		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

CHEVROLET Ford NISSAN TOYOTA GMC

QUOTATION

pacific truck equipment inc.
1655 e. washington blvd. whittier, ca 90606-2424
562/464-9674 fax 562/464-6067

DATE ENTERED	CUST. P.O.	TERMS	TAXABLE	
4/24/2023		Net 10 | ...	YES	NO

ESTIMATE # 20873

		DATE REQUESTED	TRUCK DUE DATE
TO	TO: STEVE SUDDUTH @ C/O GARDEN GROVE FROM: JEFF @ PACIFIC TRUCK EQUIPMENT	4/24/2023	
		BUYER'S NAME: STEVE	WRITTEN BY: J.K.
		HOW SHIP:	
SHIP TO	UNIT #763		

SPECIFICATIONS

MAKE / MODEL / YEAR / COLOR / C.A DIM
CHEVY, C2500,23, MATCH, 56"

DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB
SRW

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	96331549 VF PAINTED WHITE AND INSTALLED	27,418.00	27,418.00T
B	1	S.S. #1 COMPT. TO HAVE (3) EA 4" DEEP AND (2) EA 5" DEEP 250# CAP ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM TOP DOWN	0.00	0.00T
C	1	S.S. #3 COMPT. TO HAVE (2) EA 4" DEEP 250# CAP ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE TOP	0.00	0.00T
D	1	C.S. #1 COMPT. TO HAVE (4) EA 4" DEEP 250# CAP ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE TOP DOWN	0.00	0.00T
E	1	SPRAY LINER ENTIRE BED AREA	0.00	0.00T
F	1	(1) EA TOMMY LIFTGATE #G2-54-1342TP27	0.00	0.00T
G	1	(1) EA VISE BRACKET ON C.S.	0.00	0.00T
H	1	LED LEGAL LIGHT KIT	0.00	0.00T
I	1	REAR BUMPER ENDS	0.00	0.00T
J	1	4 CORNER STROBE SYSTEM	0.00	0.00T
K	1	(1) EA ECCO # TRAFFIC ADVISOR INSTALLED ON A CUSTOM BRACKET OFF BULKHEAD	0.00	0.00T
L	1	10,000# RECEIVER HITCH	0.00	0.00T
M	1	6 PRONG TRAILER PLUG	0.00	0.00T
N	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA	0.00	0.00T
		NO OTHER ITEMS INCLUDED		
ALL		AFTERMARKET CONVERSIONS REQUIRING A FACTORY PICK UP BED REMOVAL CAN RESULT IN THE TRIGGERING OF ERRANT WIRING CODES IN THE DISPLAY PANEL OF THE CAB, AS WELL AS/BUT NOT LIMITED TO RAPID FLASHING OF THE TURN SIGNALS AND BLIND SPOT DETECTION CODES. THIS WILL REQUIRE REPROGRAMMING BY THE VEHICLE MANUFACTURER OR DEALERSHIP AND WILL BE THE RESPONSIBILITY OF THE CUSTOMER.	0.00	0.00T

Sub Total	$27,418.00
Sales Tax	
Total	

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
YF5	Emissions, California state requirements
ENGINE	
Code	**Description**
L8T	Engine, 6.6L V8, (STD)
TRANSMISSION	
Code	**Description**
MKM	Transmission, Allison 10-Speed automatic, (STD)
AXLE	
Code	**Description**
GT4	Rear axle, 3.73 ratio
PREFERRED EQUIPMENT GROUP	
Code	**Description**
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	**Description**
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)
TIRES	
Code	**Description**
QXT	Tires, LT265/70R17E all-terrain, blackwall
PAINT	
Code	**Description**
GAZ	Summit White
SEAT TYPE	
Code	**Description**
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	**Description**

H2G	Jet Black, Vinyl seat trim
RADIO	
Code	**Description**
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist and (QT5) EZ Lift power lock and release tailgate
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr
KW5	Alternator, 220 amps
JL1	Trailer brake controller, integrated
___	Capped Fuel Fill
9J4	Bumper, rear, delete
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.
AKO	Glass, deep-tinted
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)
DD8	Mirror, inside rearview auto-dimming
R9L	Deleted 3 Years of Remote Access
9L3	Spare tire delete
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting
5N5	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com
BODY CODE	
Code	**Description**
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.
GVWR	
Code	**Description**
C7A	Lowered GVWR, 10,000 lbs. (4536 kg), (STD)
NOTE	
Code	**Description**

**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **

2024 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box

WINDOW STICKER

2024 Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box

CODE	MODEL	MSRP
CC20903	2024 Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box	$43,400.00
	OPTIONS	
YF5	Emissions, California state requirements	$0.00
L8T	Engine, 6.6L V8, (STD)	$0.00
MKM	Transmission, Allison 10-Speed automatic, (STD)	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)	$0.00
QXT	Tires, LT265/70R17E all-terrain, blackwall	$200.00
GAZ	Summit White	$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	$0.00
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist and (QT5) EZ Lift power lock and release tailgate	$530.00
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr	$135.00
KW5	Alternator, 220 amps	$150.00
JL1	Trailer brake controller, integrated	$275.00
___	Capped Fuel Fill	INC
9J4	Bumper, rear, delete	INC
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.	$0.00
AKO	Glass, deep-tinted	$200.00
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.	$150.00
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted	$225.00
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)	$150.00
DD8	Mirror, inside rearview auto-dimming	INC
R9L	Deleted 3 Years of Remote Access	($300.00)
9L3	Spare tire delete	INC
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting	INC
5N5		$73.00

	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com	
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.	($1,155.00)
C7A	Lowered GVWR, 10,000 lbs. (4536 kg), (STD)	$0.00
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$44,033.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,895.00
TOTAL PRICE	**$45,928.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Durabed, pickup bed (STD)
Lowered GVWR, 10,000 lbs. (4536 kg) lowers GVWR and significantly decreases towing and/or payload ratings (STD) (C*20903, CC20753 and CC20953 models require (L8T) 6.6L V8 gas engine. (L5P) Duramax 6.6L Turbo-Diesel V8 engine is not available on the following models: C*20903, CC20753 and CC20953.)

EXTERIOR

Wheels, 17" (43.2 cm) painted steel, Silver (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

ADDITIONAL EQUIPMENT

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Auto-locking rear differential
Rear wheel drive
Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
Mirror caps, Black
Glass, solar absorbing, tinted
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Door handles, Black grained
Audio system feature, 2-speakers (Requires Regular Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Vinyl seat trim
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry with 2 transmitters
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it

prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System
3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)
Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

Sourcewell Quote ID: 24255

Name
Mr Steve Sudduth
(714) 741-5390
stevesu@ci.garden-grove.ca.us

Organization Name
City of Garden Grove

Address
11222 Acacia Parkway
Garden Grove California
92840

Order Cut Off is TBA

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/5/2023
7/7/2023 Re-Configured

Quote ID: **24254 R1**

Order Cut Off Date: **TBA**

Mr Steve Sudduth
City of Garden Grove

11222 Acacia Parkway

Garden Grove, California, 92840

Dear Steve Sudduth,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2024 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck 8.2' Box, Pacific Est 21078 Service Body) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$45,928.00	$44,858.08	2.330 %	$1,069.92
Pacific Est 21078 Service Body		$29,498.00		
Tax (8.7500 %)		$6,506.16		
Tire fee		$8.75		
Transportation		$250.00		
Total		$81,120.99		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

QUOTATION

pacific truck equipment inc.

11655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

DATE ENTERED	CUST. P.O.	TERMS	TAXABLE	
7/7/2023		Net 10 | ...	YES	NO

ESTIMATE # 21078

		DATE REQUESTED	TRUCK DUE DATE
TO	TO: STEVE SUDDUTH@ CITY OF GARDEN GROVE FROM: JEFF @ PACIFIC TRUCK EQUIPMENT	7/7/2023	
		BUYER'S NAME: STEVE	WRITTEN BY: J.K.
		HOW SHIP:	
SHIP TO	UNIT #758		

SPECIFICATIONS

MAKE / MODEL / YEAR / COLOR / C.A DIM: CHEVY, C2500, 23, MATCH, 56"

DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB: SRW

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	96401549 VF PAINTED WHITE AND INSTALLED	29,498.00	29,498.00T
B	1	S.S. #1 COMPT. TO HAVE (1) EA 6" DEEP AND ( ) EA 4" DEEP 250# CAP ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE BOTTOM UP	0.00	0.00T
C	1	S.S. #3 COMPT. TO HAVE (3) EA 4" DEEP 250# CAP ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED TO TOP OF COMPT.	0.00	0.00T
D	1	C.S. #1 COMPT. TO HAVE (1) EA 6"DEEP AND (5) 4" DEEP 250# CAP ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE BOTTOM UP	0.00	0.00T
E	1	TAPERED OVERCAB RACK WITH (2) EA REMOVABLE BARS	0.00	0.00T
F	1	(2) EA RATCHET STRAPS ON S.S. OF RACK AND (2) EA ON THE C.S. OF RACK	0.00	0.00T
G	1	TOMMY LIFTGATE MODEL #G2-54-1342TP38 INSTALLED WITH 2 PC 49 X 38" PLATFORM	0.00	0.00T
H	1	(1) EA VISE BRACKET ON C.S.	0.00	0.00T
I	1	SPRAY LINER ENTIRE BED AREA	0.00	0.00T
J	1	4 CORNER STROBE SYSTEM	0.00	0.00T
K	1	LED LEGAL LIGHTS	0.00	0.00T
L	1	REAR STEP BUMPER ENDS ON EACH SIDE OF LIFTGATE	0.00	0.00T
M	1	10,000# RECEIVER HITCH	0.00	0.00T
N	1	6 PRONG TRAILER PLUG	0.00	0.00T
O	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA	0.00	0.00T
		NO OTHER ITEMS INCLUDED		
ALL	1	AFTERMARKET CONVERSIONS REQUIRING A FACTORY PICK UP BED REMOVAL CAN RESULT IN THE TRIGGERING OF ERRANT WIRING CODES IN THE DISPLAY PANEL OF THE CAB, AS WELL AS/BUT NOT LIMITED TO RAPID FLASHING OF THE TURN SIGNALS AND BLIND SPOT DETECTION CODES. THIS WILL REQUIRE REPROGRAMMING BY THE VEHICLE MANUFACTURER OR DEALERSHIP AND WILL BE THE RESPONSIBILITY OF THE CUSTOMER.	0.00	0.00T

Sub Total	$29,498.00
Sales Tax	
Total	

Sourcewell Quote ID: 24254 R1 7/7/2023

Name
Mr Steve Sudduth
(714) 741-5390
stevesu@ci.garden-grove.ca.us

Organization Name
City of Garden Grove

Address
11222 Acacia Parkway
Garden Grove California
92840

Order Cut Off is TBA

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	www.NAFGETA.com
Use the upfitter of your choice:	www.NAFGpartner.com
Vehicle Status:	ETA@NationalAutoFleetGroup.com
General Inquiries:	Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
YF5	Emissions, California state requirements
ENGINE	
Code	**Description**
L8T	Engine, 6.6L V8, (STD)
TRANSMISSION	
Code	**Description**
MKM	Transmission, Allison 10-Speed automatic, (STD)
AXLE	
Code	**Description**
GT4	Rear axle, 3.73 ratio
PREFERRED EQUIPMENT GROUP	
Code	**Description**
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	**Description**
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)
TIRES	
Code	**Description**
QXT	Tires, LT265/70R17E all-terrain, blackwall
PAINT	
Code	**Description**
GAZ	Summit White
SEAT TYPE	
Code	**Description**
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	**Description**

H2G	Jet Black, Vinyl seat trim
RADIO	
Code	**Description**
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist and (QT5) EZ Lift power lock and release tailgate
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr
KW5	Alternator, 220 amps
JL1	Trailer brake controller, integrated
___	Capped Fuel Fill
9J4	Bumper, rear, delete
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.
AKO	Glass, deep-tinted
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)
DD8	Mirror, inside rearview auto-dimming
R9L	Deleted 3 Years of Remote Access
9L3	Spare tire delete
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting
5N5	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com
BODY CODE	
Code	**Description**
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.
GVWR	
Code	**Description**
C7A	Lowered GVWR, 10,000 lbs. (4536 kg), (STD)
NOTE	
Code	**Description**

**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **

2024 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box

WINDOW STICKER

2024 Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box

CODE	MODEL	MSRP
CC20903	2024 Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box	$43,400.00
	OPTIONS	
YF5	Emissions, California state requirements	$0.00
L8T	Engine, 6.6L V8, (STD)	$0.00
MKM	Transmission, Allison 10-Speed automatic, (STD)	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)	$0.00
QXT	Tires, LT265/70R17E all-terrain, blackwall	$200.00
GAZ	Summit White	$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	$0.00
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist and (QT5) EZ Lift power lock and release tailgate	$530.00
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr	$135.00
KW5	Alternator, 220 amps	$150.00
JL1	Trailer brake controller, integrated	$275.00
___	Capped Fuel Fill	INC
9J4	Bumper, rear, delete	INC
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.	$0.00
AKO	Glass, deep-tinted	$200.00
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.	$150.00
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted	$225.00
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)	$150.00
DD8	Mirror, inside rearview auto-dimming	INC
R9L	Deleted 3 Years of Remote Access	($300.00)
9L3	Spare tire delete	INC
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting	INC
5N5		$73.00

	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com	
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.	($1,155.00)
C7A	Lowered GVWR, 10,000 lbs. (4536 kg), (STD)	$0.00
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$44,033.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,895.00
TOTAL PRICE	**$45,928.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Durabed, pickup bed (STD)
Lowered GVWR, 10,000 lbs. (4536 kg) lowers GVWR and significantly decreases towing and/or payload ratings (STD) (C*20903, CC20753 and CC20953 models require (L8T) 6.6L V8 gas engine. (L5P) Duramax 6.6L Turbo-Diesel V8 engine is not available on the following models: C*20903, CC20753 and CC20953.)

EXTERIOR

Wheels, 17" (43.2 cm) painted steel, Silver (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

ADDITIONAL EQUIPMENT

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Auto-locking rear differential
Rear wheel drive
Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
Mirror caps, Black
Glass, solar absorbing, tinted
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Door handles, Black grained
Audio system feature, 2-speakers (Requires Regular Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Vinyl seat trim
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry with 2 transmitters
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it

prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System
3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)
Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/5/2023
7/19/2023 Re-Configured

Quote ID: **24259 R1**

Order Cut Off Date: **TBA**

Unit 819

Mr Steve Sudduth
City of Garden Grove

11222 Acacia Parkway

Garden Grove, California, 92840

Dear Steve Sudduth,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2024 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck, Pacific Est 209005 Service Body) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$48,018.00	$46,867.78	2.395 %	$1,150.22
Pacific Est 209005 Service Body		$34,925.00		
Tax (8.7500 %)		$7,156.87		
Tire fee		$8.75		
Transportation		$250.00		
Total		$89,208.40		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

QUOTATION

pacific truck equipment inc.
1655 e. washington blvd. whittier, ca 90606-2424
562/464-9674 fax 562/464-6067

DATE ENTERED	CUST. P.O.	TERMS	TAXABLE	
5/8/2023		Net 10 | ...	YES	NO

ESTIMATE # 20905

TO: STEVE SUDDUTH @ CITY OF GARDEN GROVE
FROM: JEFF @ PACIFIC TRUCK EQUIPMENT

DATE REQUESTED	TRUCK DUE DATE
5/8/2023	

BUYER'S NAME	WRITTEN BY
STEVE	J.K.

HOW SHIP

SHIP TO: UNIT# 819

SPECIFICATIONS

MAKE / MODEL / YEAR / COLOR / C.A DIM
CHEVY, C2500, 23, WHITE, 56"

DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB
SRW CHASSIS, EXT CAB

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	96401549 VF PAINTED WHITE AND INSTALLED	34,925.00	34,925.00T
B	1	TAPERED OVERCAB RACK WITH (2) EA REMOVABLE REAR BARS FOR EXT. CAB	0.00	0.00T
C	1	SPRAY LINER ENTIRE BED AREA	0.00	0.00T
D	1	TOMMY LIFTGATE MODEL# G2-54-1342 TP27 INSTALLED PAINTED BLACK WITH A 1 PC. 54" X 27" PLATFORM	0.00	0.00T
E	1	(1) EA SAMLEX MODEL# 3000W 3000 WATT PURE SINE INVERTER INSTALLED WITH AUXILIARY BATTERY IN C.S. #1 COMPT.	0.00	0.00T
F	1	(2) EA FRONT BUMPER MOUNTED CONE HOLDERS	0.00	0.00T
G	1	4 CORNER STROBE SYSTEM	0.00	0.00T
H	1	STRIP LIGHTING WITH PUSH/ PULL SWITCHES IN ALL SIDE COMPTS.	0.00	0.00T
I	1	MOUNT CUSTOMER SUPPLIED LIGHTBAR	0.00	0.00T
J	1	MOUNT CUSTOMER SUPPLIED STROBE LIGHT	0.00	0.00T
K	1	FURNISH AND INSTALL (1) EA WINCH MODEL# M-1821-SD ON FRONT BUMPER	0.00	0.00T
L	1	LEGAL LIGHTS INSTALLED IN REAR BUMPER ENDS 1 ON EACH SIDE OF LIFTGATE	0.00	0.00T
M	1	10,000# RECEIVER HITCH	0.00	0.00T
N	1	6 PRONG TRAILER PLUG PER DIAGRAM	0.00	0.00T
O	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA TO EXISTING O.E.M. SYSTEM	0.00	0.00T
		NO OTHER ITEMS INCLUDED		
		AFTERMARKET CONVERSIONS REQUIRING A FACTORY PICK UP BED REMOVAL CAN RESULT IN THE TRIGGERING OF ERRANT WIRING CODES IN THE DISPLAY PANEL OF THE CAB, AS WELL AS/BUT NOT LIMITED TO RAPID FLASHING OF THE TURN SIGNALS AND BLIND SPOT DETECTION CODES. ADDITIONALLY, SOME PREMIUM FEATURES MAY NOT OPERATE, AND THERE MAY BE NO REMEDY FOR THIS. THIS WILL REQUIRE REPROGRAMMING BY THE VEHICLE MANUFACTURER OR DEALERSHIP AND WILL BE THE RESPONSIBILITY OF THE CUSTOMER.		

Sub Total	$34,925.00
Sales Tax	
Total	

Sourcewell Quote ID: 24259 R1 7/19/2023

Name
Mr Steve Sudduth
(714) 741-5390
stevesu@ci.garden-grove.ca.us

Organization Name
City of Garden Grove

Address
11222 Acacia Parkway
Garden Grove California
92840

Order Cut Off is TBA

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
YF5	Emissions, California state requirements
ENGINE	
Code	**Description**
L8T	Engine, 6.6L V8, (STD)
TRANSMISSION	
Code	**Description**
MKM	Transmission, Allison 10-Speed automatic, (STD)
AXLE	
Code	**Description**
GT4	Rear axle, 3.73 ratio
PREFERRED EQUIPMENT GROUP	
Code	**Description**
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	**Description**
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)
TIRES	
Code	**Description**
QXT	Tires, LT265/70R17E all-terrain, blackwall
PAINT	
Code	**Description**
GAZ	Summit White
SEAT TYPE	
Code	**Description**
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	**Description**

H2G	Jet Black, Vinyl seat trim
RADIO	
Code	**Description**
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr
KW5	Alternator, 220 amps
JL1	Trailer brake controller, integrated
___	Capped Fuel Fill
9J4	Bumper, rear, delete
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.
AKO	Glass, deep-tinted
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)
DD8	Mirror, inside rearview auto-dimming
R9L	Deleted 3 Years of Remote Access
9L3	Spare tire delete
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting
5N5	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com
BODY CODE	
Code	**Description**
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.
GVWR	
Code	**Description**
JFG	GVWR, 10,200 lbs. (4627 kg), (STD)
NOTE	
Code	**Description**

**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **

2024 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Double Cab 162" Work Truck

WINDOW STICKER

2024 Chevrolet Silverado 2500HD 2WD Double Cab 162" Work Truck

CODE	MODEL	MSRP
CC20953	2024 Chevrolet Silverado 2500HD 2WD Double Cab 162" Work Truck	$45,300.00
	OPTIONS	
YF5	Emissions, California state requirements	$0.00
L8T	Engine, 6.6L V8, (STD)	$0.00
MKM	Transmission, Allison 10-Speed automatic, (STD)	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)	$0.00
QXT	Tires, LT265/70R17E all-terrain, blackwall	$200.00
GAZ	Summit White	$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	$0.00
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass	$0.00
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr	$135.00
KW5	Alternator, 220 amps	$150.00
JL1	Trailer brake controller, integrated	$275.00
___	Capped Fuel Fill	INC
9J4	Bumper, rear, delete	INC
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.	$720.00
AKO	Glass, deep-tinted	$200.00
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.	$150.00
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted	$225.00
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)	$150.00
DD8	Mirror, inside rearview auto-dimming	INC
R9L	Deleted 3 Years of Remote Access	($300.00)
9L3	Spare tire delete	INC
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting	INC
5N5	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for	$73.00

	installation instructions at www.gmupfitter.com	
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.	($1,155.00)
JFG	GVWR, 10,200 lbs. (4627 kg), (STD)	$0.00
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$46,123.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,895.00
TOTAL PRICE	**$48,018.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Durabed, pickup bed (STD)
GVWR, 10,200 lbs. (4627 kg) (STD) (Included and only available with CC20953 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

EXTERIOR

Wheels, 17" (43.2 cm) painted steel, Silver (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

ADDITIONAL EQUIPMENT

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Auto-locking rear differential
Rear wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
Mirror caps, Black
Glass, solar absorbing, tinted
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Door handles, Black grained
Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Vinyl seat trim
Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available with Regular Cab models.)
Door locks, power
Remote Keyless Entry with 2 transmitters
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System
3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)
Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/5/2023
7/19/2023 Re-Configured

Quote ID: **24257 R1**

Order Cut Off Date: **TBA**

Unit 802

Mr Steve Sudduth
City of Garden Grove

11222 Acacia Parkway

Garden Grove, California, 92840

Dear Steve Sudduth,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2024 Chevrolet Silverado 2500HD (CC20903) 2WD Reg Cab 142" Work Truck 8.2' Box, Pacific Est 209077 Animal Body) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$45,928.00	$44,858.08	2.330 %	$1,069.92
Pacific Est 209077 Animal Body		$85,835.00		
Tax (8.7500 %)		$11,435.64		
Tire fee		$8.75		
Transportation		$250.00		
Total		$142,387.47		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

CHEVROLET Ford NISSAN TOYOTA GMC

QUOTATION

pacific truck equipment inc.
1655 e. washington blvd. whittier, ca 90606-2424
562/464-9674 fax 562/464-6067

DATE ENTERED	CUST. P.O.	TERMS	TAXABLE	
5/8/2023		Net 10 | ...	YES	NO

ESTIMATE # 20907

TO: STEVE SUDDUTH @ CITY OF GARDEN GROVE
FROM: JEFF @ PACIFIC TRUCK EQUIPMENT

DATE REQUESTED	TRUCK DUE DATE
5/8/2023	

BUYER'S NAME	WRITTEN BY
STEVE SUDDUTH	J.K.

HOW SHIP

SHIP TO: UNIT #802

SPECIFICATIONS

MAKE / MODEL / YEAR / COLOR / C.A DIM
CHEVY, C2500, 23, WHITE, 56"

DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB
SRW

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	ALL METAL ANIMAL COLLECTIN BODY PAINTED WHITE AND INSTALLED	85,835.00	85,835.00T
B	1	(6) EA LIVE ANIMAL COMPARTMENTS	0.00	0.00T
C	1	102" LENGTH	0.00	0.00T
D	1	54" HEIGHT	0.00	0.00T
E	1	79" WIDE	0.00	0.00T
F	1	16 GAUGE ELECTRO GALVANIZED EXTERIOR BODY CONSTRUCTION	0.00	0.00T
G	1	STAINLESS STEEL SLOPED FLOORS "WASH OUT STYLE" (NO WASTE CHANNEL)	0.00	0.00T
H	1	STAINLESS STEEL PARTITIONS AND COMPARTMENT DIVIDERS	0.00	0.00T
I	1	ALL LIVE ANIMAL COMPTS. TO HAVE LOUVERED DOORS	0.00	0.00T
J	1	ALL LIVE ANIMAL COMPTS. SHALL HAVE A 1 PC. "SOLID" GALVANIZED #9 EXP. METAL SCREEN (MUST) DOORS THAT HINGE TO FRONT OF VEHICLE AND SHALL INCLUDE (1) EA CENTER LEASH HOLE AND (1) EA CATCH POLE NOTCH ABOVE THE LATCH IN FRAME OF SCREEN DOOR	0.00	0.00T
K	1	ALL OUTSIDE DOORS SHALL HAVE OVER CENTER SPRING DOOR HOLDERS AND TWIST TYPE T-HANDLES	0.00	0.00T
L	1	STAINLESS STEEL CENTER DIVIDER PARTITION PANEL BETWEEN LARGE LIVE ANIMAL COMPARTMENTS. SHALL HINGE TO EITHER SIDE AND LOCK IN PLACE IN EITHER OPEN OR CLOSED POSITIONS	0.00	0.00T
M	1	THERE SHALL BE NO SHARP EDGES THAT COULD INJURE ANIMALS	0.00	0.00T

Sub Total	
Sales Tax	
Total	

QUOTATION

pacific truck equipment inc.
1655 e. washington blvd. whittier, ca 90606-2424
562/464-9674 fax 562/464-6067

DATE ENTERED	CUST. P.O.	TERMS	TAXABLE	
5/8/2023		Net 10 | ...	YES	NO

ESTIMATE # 20907

TO: STEVE SUDDUTH @ CITY OF GARDEN GROVE
FROM: JEFF @ PACIFIC TRUCK EQUIPMENT

DATE REQUESTED	TRUCK DUE DATE
5/8/2023	

BUYER'S NAME	WRITTEN BY
STEVE SUDDUTH	J.K.

HOW SHIP

SHIP TO: UNIT #802

SPECIFICATIONS

MAKE / MODEL / YEAR / COLOR / C.A DIM
CHEVY, C2500, 23, WHITE, 56"

DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB
SRW

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
N	1	FURNISH AND INSTALL (1) EA RED DOT #61010R AIR CONDITIONER ON ROOF OF ANIMAL BODY	0.00	0.00T
O	1	FURNISH AND INSTALL (2) EA ELECTRIC VENTS INSTALLED ON ROOF OF ANIMAL BODY	0.00	0.00T
P	1	(1) EA TOOL COMPTS. WITH FLIP UP DOOR AT REAR	0.00	0.00T
Q	1	(1) EA LOUVERED DEAD ANIMAL COMPARTMENT TO INCLUDE (1) EA ROLLOUT/REMOVABLE DEAD ANIMAL TRAY ON 500# CAP ROLLOUT SLIDES. TRAY IS ALUMINUM CONSTRUCTION (NOT PAINTED) 11 1/2" HIGH WITH ONLY A 6" FRONT LIP AND DRAIN HOLES PER SKETCH	0.00	0.00T
R	1	FABRICATE AND INSTALL (1) EA FOLD OUT DOUBLE STEP IN LIEU OF RAMP TO ASSIST IN LOADING INTO LARGE ANIMAL COMPARTMENT ON C.S. STEPS TO HAVE SPRAY LINER	0.00	0.00T
S	1	L.E.D. LEGAL LIGHTS	0.00	0.00T
T	1	REAR STEP BUMPER	0.00	0.00T
U	1	4 CORNER STROBE SYSTEM	0.00	0.00T
V	1	(6) EA ECCO MODEL# ED3704A STROBE LIGHTS 1 AT FRONT OF BODY, 1 ABOVE WHEEL WELL MOULDING AND 1 ON SIDE OF BUMPER KICK PLATE EACH SIDE	0.00	0.00T
W	1	(1) EA ECCO MODEL# 12-XXX-XX 54" LIGHTBAR WITH AMBER STROBE LIGHTS FRONT, REAR AND ALLEY LIGHTS ON EACH SIDE	0.00	0.00T
X	1	(1) EA ECCO MODEL# 3410-A TRAFFIC ADVISOR ON ROOF ON ANIMAL BODY FACING REAR	0.00	0.00T

Sub Total	
Sales Tax	
Total	

QUOTATION

pacific truck equipment inc.
1655 e. washington blvd. whittier, ca 90606-2424
562/464-9674 fax 562/464-6067

DATE ENTERED	CUST. P.O.	TERMS	TAXABLE	
5/8/2023		Net 10 | ...	YES	NO

ESTIMATE # 20907

TO: STEVE SUDDUTH @ CITY OF GARDEN GROVE
FROM: JEFF @ PACIFIC TRUCK EQUIPMENT

DATE REQUESTED	TRUCK DUE DATE
5/8/2023	

BUYER'S NAME	WRITTEN BY
STEVE SUDDUTH	J.K.

HOW SHIP

SHIP TO: UNIT #802

SPECIFICATIONS

MAKE / MODEL / YEAR / COLOR / C.A DIM
CHEVY, C2500, 23, WHITE, 56"

DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB
SRW

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
Y	1	(2) EA ECCO MODEL# EW3225 24" OFFROAD L.E.D. LIGHTBARS 1 ON ROOF OF BODY TO ILLUMINATE EACH SIDE OF BODY	0.00	0.00T
Z	1	(1) EA GOLIGHT SPOTLIGHT ON CAB ROOF INSTALLED	0.00	0.00T
AA	1	ALL EXTERIOR SURFACES SHALL HAVE EXTRA PRIMER, PAINT AND CAULKING DUE TO CONSTANT EXPOSURE TO WATER	0.00	0.00T
BB	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA TO EXISTING O.E.M. BACK UP CAMERA SYSTEM NO OTHER ITEMS INCLUDED AFTERMARKET CONVERSIONS REQUIRING A FACTORY PICK UP BED REMOVAL CAN RESULT IN THE TRIGGERING OF ERRANT WIRING CODES IN THE DISPLAY PANEL OF THE CAB, AS WELL AS/BUT NOT LIMITED TO RAPID FLASHING OF THE TURN SIGNALS AND BLIND SPOT DETECTION CODES. THIS WILL REQUIRE REPROGRAMMING BY THE VEHICLE MANUFACTURER OR DEALERSHIP AND WILL BE THE RESPONSIBILITY OF THE CUSTOMER.	0.00	0.00T

Sub Total	$85,835.00
Sales Tax	
Total	

Sourcewell Quote ID: 24257 R1 7/19/2023

Name
Mr Steve Sudduth
(714) 741-5390
stevesu@ci.garden-grove.ca.us

Organization Name
City of Garden Grove

Address
11222 Acacia Parkway
Garden Grove California
92840

Order Cut Off is TBA

Vehicle Configuration Options

EMISSIONS	
Code	**Description**
YF5	Emissions, California state requirements
ENGINE	
Code	**Description**
L8T	Engine, 6.6L V8, (STD)
TRANSMISSION	
Code	**Description**
MKM	Transmission, Allison 10-Speed automatic, (STD)
AXLE	
Code	**Description**
GT4	Rear axle, 3.73 ratio
PREFERRED EQUIPMENT GROUP	
Code	**Description**
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	**Description**
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)
TIRES	
Code	**Description**
QXT	Tires, LT265/70R17E all-terrain, blackwall
PAINT	
Code	**Description**
GAZ	Summit White
SEAT TYPE	
Code	**Description**
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	**Description**

H2G	Jet Black, Vinyl seat trim
RADIO	
Code	**Description**
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist and (QT5) EZ Lift power lock and release tailgate
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr
KW5	Alternator, 220 amps
JL1	Trailer brake controller, integrated
___	Capped Fuel Fill
9J4	Bumper, rear, delete
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.
AKO	Glass, deep-tinted
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)
DD8	Mirror, inside rearview auto-dimming
R9L	Deleted 3 Years of Remote Access
9L3	Spare tire delete
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting
5N5	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com
BODY CODE	
Code	**Description**
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.
GVWR	
Code	**Description**
C7A	Lowered GVWR, 10,000 lbs. (4536 kg), (STD)
NOTE	
Code	**Description**

**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **

2024 Fleet/Non-Retail Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box

WINDOW STICKER

2024 Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box

CODE	MODEL	MSRP
CC20903	2024 Chevrolet Silverado 2500HD 2WD Reg Cab 142" Work Truck 8.2' Box	$43,400.00
	OPTIONS	
YF5	Emissions, California state requirements	$0.00
L8T	Engine, 6.6L V8, (STD)	$0.00
MKM	Transmission, Allison 10-Speed automatic, (STD)	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver, (STD)	$0.00
QXT	Tires, LT265/70R17E all-terrain, blackwall	$200.00
GAZ	Summit White	$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	$0.00
ZLQ	WT Fleet Convenience Package, includes (UD7) Rear Park Assist and (QT5) EZ Lift power lock and release tailgate	$530.00
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr	$135.00
KW5	Alternator, 220 amps	$150.00
JL1	Trailer brake controller, integrated	$275.00
___	Capped Fuel Fill	INC
9J4	Bumper, rear, delete	INC
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass, Includes (DD8) auto-dimming rearview mirror.	$0.00
AKO	Glass, deep-tinted	$200.00
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories.	$150.00
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted	$225.00
KI4	Power outlet, interior, 120-volt, (400 watts shared with (KC9) bed mounted power outlet)	$150.00
DD8	Mirror, inside rearview auto-dimming	INC
R9L	Deleted 3 Years of Remote Access	($300.00)
9L3	Spare tire delete	INC
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting	INC
5N5		$73.00

	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com	
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.	($1,155.00)
C7A	Lowered GVWR, 10,000 lbs. (4536 kg), (STD)	$0.00
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$44,033.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,895.00
TOTAL PRICE	**$45,928.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Durabed, pickup bed (STD)
Lowered GVWR, 10,000 lbs. (4536 kg) lowers GVWR and significantly decreases towing and/or payload ratings (STD) (C*20903, CC20753 and CC20953 models require (L8T) 6.6L V8 gas engine. (L5P) Duramax 6.6L Turbo-Diesel V8 engine is not available on the following models: C*20903, CC20753 and CC20953.)

EXTERIOR

Wheels, 17" (43.2 cm) painted steel, Silver (STD)
Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

ADDITIONAL EQUIPMENT

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Auto-locking rear differential
Rear wheel drive
Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
Mirror caps, Black
Glass, solar absorbing, tinted
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Door handles, Black grained
Audio system feature, 2-speakers (Requires Regular Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Vinyl seat trim
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry with 2 transmitters
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it

prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System
3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)
Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

VEH #	YEAR	MAKE	MODEL	MILEAGE	VIN #
758	2008	FORD	F-250	62,083	1FDNF20598EA94238
761	2008	FORD	F-250	60,093	1FDNF20538EA94235
762	2008	FORD	F-250	98,807	1FDNF20558EA94236
763	2008	FORD	F-250	105,797	1FDNF20578EA94237
802	2008	FORD	F-550	87,184	1FDAF56Y08EC96063
819	2009	CHEVY	3500	96,502	1GBHC44K59F153078
830	2009	CHEVY	1500	42,357	1GBJC74K79F154199

Sourcewell

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	72 Hour LLC dba: National Auto Fleet Group
By: Jeremy Schwartz	By: Jesse Cooper
Jeremy Schwartz	Jesse Cooper
Title: Chief Procurement Officer	Title: Fleet Manager
Date: 11/4/2021 | 1:28 PM CDT	Date: 11/4/2021 | 10:46 AM CDT

Approved:

By: Chad Coauette

Chad Coauette

Title: Executive Director/CEO

Date: 11/4/2021 | 1:34 PM CDT

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, Kia, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV	Over 15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by placing from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of 35,730.00. A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks." "I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. " "I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. " "We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected." Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers. Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities. Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company. With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs. Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities. Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.	*

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36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.	*

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38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle. *
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application. *
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.fullyelectfleet.org *
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient. *
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities. *
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution. *

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

Bid Number: RFP 091521 Vendor Name: 72 HOUR LLC

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 Parkwood Landscape Maintenance, Inc. for landscape maintenance services. (Cost: $950,753.93) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To seek City Council approval to award a contract to Parkwood Landscape Maintenance, Inc. in response to RFP No. S-1304 to provide landscape maintenance services.

BACKGROUND

Public Works Department utilizes an outside contractor to assist in providing routine landscape maintenance at various locations, including medians, well sites, and frontage roads.

DISCUSSION

On April 5, 2023, RFP No. S-1304 was advertised and posted on the Planet Bids on-line bidding system. A mandatory pre-proposal meeting was held April 19, 2023. Final submittals were received May 23, 2023 with Nine (9) proposals received. The Source Selection Committee (SSC) reviewed and scored each proposal and received best and final offers on June 22, 2023 from the highest rated proposals. The results of the SSC committee are listed below.

Business	**Score**
Parkwood Landscape Maintenance, Inc.	270
Mariposa Landscape, Inc.	266
Tropical Plaza Nursery, Inc.	245
Master Landscape Services, Inc.	239
Merchant's Landscape Services, Inc.	237
SGD Enterprises	220

Tapia Landscape	214
Beauty Scapes Landscape Service	204
Stay Green, Inc.	174

Based on the SSC score and level of expertise in providing this service, Parkwood Landscape Maintenance, Inc. was deemed to best fit the needs of the City.

FINANCIAL IMPACT

Landscape maintenance services receives funding from several different sources, including the General Fund, Water Fund, and Park Maintenance Assessment District Fund. Funding for the agreement is available within the adopted Public Works Department operating budget. The amount of the initial year is $180,758.39, with contractual increments over a five-year period. The total cost of the agreement during the 5-year term is $950,753.93.

RECOMMENDATION

It is recommended that City Council:

- Award the landscape maintenance contract, RFP No. S-1304, to Parkwood Landscape Maintenance, Inc. in the amount of $950,753.93 for a period of four (4) years and eleven (11) months executed one year at a time; and

- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.

By: Luis Tapia, Public Works Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Pricing Sheet	7/6/2023	Backup Material	ATTACHMENT_B_PROPOSAL_PRICING-BEST_AND_FINAL_OFFER_PARKWOOD_LANDSCAPE(5).pdf
Contract-Scope of Work	7/6/2023	Backup Material	PROFESSIONAL_SERVICES_AGREEMENT_PARKWOOD_LANDSCAPE_FY24(2).pdf

ATTACHMENT "B" PROPOSAL PRICING (BEST AND FINAL OFFER)
RFP S-1304: LANDSCAPE MAINTENANCE SERVICES

GROUP I: WELL SITES							
	Well Site Sq. Ft.	**Location**	**Year 1**: 7/1/23-6/30/24	**Year 2**: 7/1/24-6/30/25	**Year 3**: 7/1/25-6/30/26	**Year 4**: 7/1/26-6/30/27	**Year 5**: 7/1/27-6/30/28
1	1,180	13421 Magnolia Street	$393.33	$405.13	$417.29	$429.80	$442.70
2	8,392	10742 Woodbury Rd.	$2,611.49	$2,689.83	$2,770.53	$2,853.65	$2,939.25
3	6,313	11502 Dolan Street	$1,977.04	$2,036.35	$2,097.44	$2,160.37	$2,225.17
4	2,340	22 Fwy. Dakota Ave e/o Yockey St.	$731.17	$753.10	$775.70	$798.97	$822.94
		TOTALS	**$5,713.03**	**$5,884.42**	**$6,060.96**	**$6,242.79**	**$6,430.07**

GROUP II: MEDIANS, MINI PARKS & FRONTAGES							
1)		**Brookhurst Street. Sq. Ft.**	**Location**	**Year 1**: 7/1/23-6/30/24	**Year 2**: 7/1/24-6/30/25	**Year 3**: 7/1/25-6/30/26	**Year 4**: 7/1/26-6/30/27	**Year 5**: 7/1/27-6/30/28
	a.	3,409	Parkway s/o Melody Park Dr	$1,489.98	$1,534.67	$1,580.72	$1,628.14	$1,676.98
	b.	38,258	Parkway s/o Skylark Ln.	$21,520.22	$18,386.46	$22,938.26	$20,506.21	$20,495.05
	c.	9,513	Parkway s/o Hill Rd.	$4,446.90	$4,580.31	$4,717.72	$4,859.25	$5,005.03
	d.	6,267	Parkway s/o Orangewood Rd.	$2,939.65	$3,027.84	$3,118.68	$3,212.24	$3,308.60
	e.	2,724	Parkway s/o Parliament Ave.	$1,072.00	$1,104.16	$1,137.29	$1,171.40	$1,206.54
	f.	18,009	Parkway s/o Brookside Dr.	$9,966.95	$10,265.96	$10,573.94	$10,891.15	$11,217.89
	g.	5,200	Parkway s/o Aldgate Ave	$2,438.77	$2,511.94	$2,587.29	$2,664.91	$2,744.86
	h.	11,786	Parkway s/o Katella Ave	$5,503.93	$5,669.05	$5,839.12	$6,014.29	$6,194.72
			TOTALS	**$49,378.40**	**$47,080.39**	**$52,493.01**	**$50,947.60**	**$51,849.67**

GROUP II: MEDIANS, MINI PARKS & FRONTAGES								
2)		**Chapman Ave. Sq. Ft.**	**Location**	**Year 1**: 7/1/23-6/30/24	**Year 2**: 7/1/24-6/30/25	**Year 3**: 7/1/25-6/30/26	**Year 4**: 7/1/26-6/30/27	**Year 5**: 7/1/27-6/30/28
1	a.	1,909	Chapman Ave e/o Bailey St.	$744.99	$767.34	$790.36	$814.07	$838.49
2	b.	2,011	Chapman Ave. e/o Stonegate Ln.	$792.20	$815.96	$840.45	$865.65	$891.63
3	c.	923	Chapman Ave. w/o Valley View	$371.92	$383.08	$394.57	$406.41	$418.60
4	d.	684	Chapman Ave e/o Gilbert St.	$277.50	$285.83	$294.40	$303.23	$312.33
5	e.	354	9572 Chapman Ave.	$138.17	$142.32	$146.59	$150.99	$155.51
6	f.	2,568	9591 Chapman Ave.	$1,008.67	$1,038.93	$1,070.10	$1,102.20	$1,135.27
7	g.	622	9665 Chapman Ave.	$246.41	$253.80	$261.41	$269.26	$277.34
8	h.	1,266	9737 Chapman Ave.	$496.27	$511.16	$526.50	$542.29	$558.56
9	i.	3,576	9755 Chapman Ave.	$1,397.86	$1,439.80	$1,482.99	$1,527.48	$1,573.30
10	j.	2,714	Chapman Ave. w/o Brookhurst St.	$1,055.88	$1,087.56	$1,120.19	$1,153.79	$1,188.40
11	k.	2,122	10040 Chapman Ave.	$839.41	$864.59	$890.53	$917.24	$944.76
12	l.	1,495	Chapman Ave. e/o Euclid St.	$589.54	$607.23	$625.45	$644.21	$663.54
13	m.	1,728	Chapman Ave w/o S. Della Ln.	$683.96	$704.48	$725.61	$747.38	$769.81

14	n.	3,316	Chapman Ave e/o S. Della Ln.	$1,287.32	$1,325.94	$1,365.72	$1,406.69	$1,448.89
15	o.	568	Chapman Ave. w/o 9th St.	$230.29	$237.20	$244.31	$251.64	$259.19
16	p.	3,051	Chapman Ave. e/o Debbie Ln.	$1,197.51	$1,233.43	$1,270.44	$1,308.55	$1,347.81
17	q.	2,981	Chapman Ave. w/o Buaro St.	$1,164.12	$1,199.04	$1,235.01	$1,272.06	$1,310.22
18	r.	1,922	Chapman Ave. e/o Buaro St.	$759.96	$782.75	$806.24	$830.43	$855.34
19	s.	1,155	12361 Chapman Ave.	$449.06	$462.53	$476.41	$490.70	$505.43
20	t.	4.706	Chapman Ave. w/o Harbor Bvd.	$2,206.18	$2,272.37	$2,340.54	$2,410.75	$2,483.07
21	u.	4,345	Chapman Ave. e/o Harbor Blvd.	$2,035.76	$2,096.83	$2,159.74	$2,224.53	$2,291.27
22	v.	1,638	Chapman Ave e/o Grant Pl.	$636.75	$655.86	$675.53	$695.80	$716.67
23	w.	6,410	Chapman Ave. e/o N. Jetty Dr.	$2,998.37	$3,088.33	$3,180.97	$3,276.41	$3,374.70
			TOTALS	**$21,608.12**	**$22,256.35**	**$22,924.05**	**$23,611.76**	**$24,320.14**

GROUP II: MEDIANS, MINI PARKS & FRONTAGES								
		Harbor Blvd. Sq. Ft.	**Location**	**Year 1**: 7/1/23-6/30/24	**Year 2**: 7/1/24-6/30/25	**Year 3**: 7/1/25-6/30/26	**Year 4**: 7/1/26-6/30/27	**Year 5**: 7/1/27-6/30/28
3)	a.	9,675	Turf Triangle n/e Corner of Harbor Blvd & GG Blvd	$4,524.04	$4,659.77	$4,799.56	$4,943.55	$5,091.86
4)	b.	2,524	Harbor Blvd. s/o GG Blvd.	$994.85	$1,024.70	$1,055.44	$1,087.10	$1,119.72
	c.	2,835	13141 Harbor Blvd.	$1,104.24	$1,137.37	$1,171.49	$1,206.63	$1,242.84
	d.	3,633	Harbor Blvd. n/o Flagstone Ave.	$1,470.41	$1,514.51	$1,559.95	$1,606.75	$1,654.95
	e.	3,026	Harbor Blvd. n/o Banner Dr.	$1,181.39	$1,216.83	$1,253.34	$1,290.93	$1,329.66
	f.	6,098	Harbor Blvd. Trask Ave to Cardinal Cir.	$398.13	$410.07	$422.37	$435.04	$448.09
	g.	7,448	Harbor Blvd. Woodbury Rd. to Quatro Ave.	$486.26	$500.84	$515.87	$531.35	$547.29
	h.	1,350	Harbor Blvd. Second Median n/o Westminster Ave.	$88.15	$90.79	$93.51	$96.31	$99.20
	i	3,397	Harbor Blvd. First Median n/o Westminster Ave.	$221.78	$228.43	$235.29	$242.35	$249.62
			TOTALS	**$10,469.24**	**$10,783.32**	**$11,106.83**	**$11,440.02**	**$11,783.22**

GROUP II: MEDIANS, MINI PARKS & FRONTAGES								
		Katella Ave. Sq. Ft.	**Location**	**Year 1**: 7/1/23-6/30/24	**Year 2**: 7/1/24-6/30/25	**Year 3**: 7/1/25-6/30/26	**Year 4**: 7/1/26-6/30/27	**Year 5**: 7/1/27-6/30/28
5)	a.	16,685	Katella Ave. Frontage BWT Palmwood Dr & Stratford Dr.	$7,790.71	$8,024.43	$8,265.17	$8,513.12	$8,768.51
	b.	8,169	Katella Ave Frontage BWT Barclay Dr. & Fraley St.	$3,823.97	$3,938.68	$4,056.85	$4,478.55	$4,903.21
6)	c.	1,559	Katella Ave e/o Dale Ave.	$606.81	$625.02	$643.77	$663.08	$682.98
	d.	5,866	Katella Ave w/o Mac St.	$2,738.15	$2,820.30	$2,904.90	$2,992.05	$3,081.81
	e.	1,631	Katella Ave Frontage w/o Yana Dr.	$636.75	$655.86	$675.53	$695.80	$716.67
			TOTALS	**$15,596.40**	**$16,064.29**	**$16,546.21**	**$17,342.59**	**$18,153.17**

GROUP II: MEDIANS, MINI PARKS & FRONTAGES								
		Knott St. Sq. Ft.	**Location**	**Year 1**: 7/1/23-6/30/24	**Year 2**: 7/1/24-6/30/25	**Year 3**: 7/1/25-6/30/26	**Year 4**: 7/1/26-6/30/27	**Year 5**: 7/1/27-6/30/28
7)	a.	5,623	Knott St. Triangle n/o Stanford Ave	$2,627.61	$2,706.44	$2,787.63	$2,871.26	$2,957.39
	b.	5,871	Knott St. Triangle s/o Stanford Ave.	$2,750.81	$2,833.34	$2,918.34	$3,005.89	$3,096.06
			TOTALS	**$5,378.42**	**$5,539.78**	**$5,705.97**	**$5,877.15**	**$6,053.46**

GROUP II: MEDIANS, MINI PARKS & FRONTAGES								
		Magnolia St. Sq. Ft.	**Location**	**Year 1**: 7/1/23-6/30/24	**Year 2**: 7/1/24-6/30/25	**Year 3**: 7/1/25-6/30/26	**Year 4**: 7/1/26-6/30/27	**Year 5**: 7/1/27-6/30/28
8)	a.	6,272	Magnolia St. btw Chapman Ave. & Blossom Ave.	$409.48	$421.76	$434.42	$447.45	$460.87
	b.	3,223	Magnolia St. btw Blossom Ave. &12192 Magnolia St.	$210.42	$216.72	$223.23	$229.92	$236.82
	c.	784	Magnolia St. btw 12202 Magnolia St. & Healey Dr.	$51.18	$52.72	$54.30	$55.93	$57.61
	d.	1,263	Magnolia St. btw Healey Dr. & Sherlock Cir.	$82.45	$84.93	$87.48	$90.10	$92.81
	e.	1,045	Magnolia St. btw 12292 Magnolia St. & Marlene Ave	$68.22	$70.27	$72.38	$74.55	$76.79
	f.	5,140	Magnolia St. btw Marlene Ave. & Lampson Ave.	$335.58	$345.65	$356.02	$366.70	$377.69
	g.	3,912	Magnolia St. btw Lampson Ave. & Ernest Fulsom Dr.	$1,419.73	$1,462.33	$1,506.20	$1,551.39	$1,597.93
	h.	5,688	Magnolia St. btw Ernest Fulsom Dr. and Stanford Ave.	$2,658.70	$2,738.46	$2,820.61	$2,905.23	$2,992.39
	i.	3,074	Magnolia St. btw Stanford Ave. & Acacia Ave.	$1,196.36	$1,232.24	$1,269.22	$1,307.29	$1,346.51
	j.	1,715	Magnolia St. btw Acacia Ave. & Anthony Ave.	$666.69	$686.69	$707.29	$728.51	$750.36
	k.	2,158	Magnoila St. btw Anthony Ave. & Garden Grove Blvd.	$839.41	$864.59	$890.53	$917.24	$944.76
	l.	20,995	Magnolia St. btw Garden Grove Blvd. & Central Ave.	$1,370.71	$1,411.83	$1,454.19	$1,497.81	$1,542.74
	m.	4,878	Triangle planter at Magnolia St. & Cannery St.	$318.46	$328.02	$337.87	$348.00	$358.44
	n.	1,916	Magnolia St. btw Central Ave. & Imperial Ave	$125.09	$128.84	$132.71	$136.69	$140.79
	o.	2,700	Magnolia St btw Imperial Ave. & Bestel Ave.	$176.27	$181.56	$187.01	$192.62	$198.40
	p.	1,785	Magnolia St. btw Bestel Ave. & Bestel Ave.	$116.53	$120.03	$123.64	$127.35	$131.16
	q.	3,484	Magnolia St btw Bestel Ave. & Trask Ave.	$227.46	$234.28	$241.31	$248.55	$256.00
	r.	2,613	Magnolia St. btw 22FWY on/off ramp & 13641 Magnolia St.	$170.60	$175.72	$180.99	$186.41	$192.01
	s.	5,924	Magnolia St. btw Mays Ave. & Hewitt Pl.	$386.76	$398.36	$410.31	$422.62	$435.30
	t.	3,789	Magnolia St. btw Ingram Ave. & Westminster Blvd	$247.38	$254.80	$262.44	$270.31	$278.43
			TOTALS	**$11,077.49**	**$11,409.81**	**$11,752.13**	**$12,104.68**	**$12,467.80**

GROUP II: MEDIANS, MINI PARKS & FRONTAGES								
9)		**Garden Grove Blvd. Sq. Ft.**	**Location**	**Year 1**: 7/1/23-6/30/24	**Year 2**: 7/1/24-6/30/25	**Year 3**: 7/1/25-6/30/26	**Year 4**: 7/1/26-6/30/27	**Year 5**: 7/1/27-6/30/28
	a.	2,992	GG Blvd. w/o Lewis St.	$1,164.12	$1,199.04	$1,235.01	$1,272.06	$1,310.22
	b.	941	Across from 13261 GG Blvd	$370.77	$381.89	$393.35	$405.15	$417.30
	c.	104	Across from 13252 GG Blvd	$46.06	$47.44	$48.87	$50.33	$51.84
	d.	2,265	w/o Haster St	$885.46	$912.03	$939.39	$967.57	$996.59
	e.	1,321	e/o Sungrove St.	$527.36	$543.19	$559.48	$576.27	$593.55
	f.	2,835	e/o Partridge St.	$1,101.94	$1,135.00	$1,169.04	$1,204.12	$1,240.24
	g.	3,304	w/o Partridge St.	$1,288.48	$1,327.13	$1,366.94	$1,407.94	$1,450.18
	h.	1,172	e/o Blackbird St.	$465.19	$479.14	$493.51	$508.32	$523.57
	i.	1,036	w/o Blackbird St.	$403.01	$415.10	$427.55	$440.37	$453.59
	j.	7,993	e/o Rainbow St.	$3,729.55	$3,841.44	$3,956.68	$4,275.23	$4,589.24
	k.	841	w/o Rainbow St.	$339.68	$349.87	$360.36	$371.17	$382.31
	l.	2,106	e/o Harbor Blvd.	$823.29	$847.99	$873.43	$899.63	$926.62
	m.	3,731	e/o West St.	$1,458.89	$1,502.65	$1,547.73	$1,594.17	$1,641.99
	n.	6,448	e/o Lemonwood St.	$3,015.64	$3,106.12	$3,199.30	$3,295.28	$3,394.14
	o.	2,617	e/o Newhope St.	$1,023.64	$1,054.35	$1,085.98	$1,118.56	$1,152.12
	p.	1,757	w/o Newhope St.	$682.81	$703.29	$724.40	$746.12	$768.50
	q.	1,456	Across from Sandra Pl.	$574.57	$591.81	$609.56	$627.85	$646.68
	r.	1,858	Across from Birchwood St.	$728.86	$750.73	$773.25	$796.45	$820.35
	s.	1,394	e/o Civic Center Dr.	$542.33	$558.60	$575.36	$592.62	$610.40

	t.	3,282	e/o Euclid St.	$1,287.32	$1,325.94	$1,365.72	$1,406.69	$1,448.89
	u.	3,284	w/o Taft St.	$1,287.32	$1,325.94	$1,365.72	$1,406.69	$1,448.89
	v.	1,023	w/o Nelson St.	$403.01	$415.10	$427.55	$440.37	$453.59
	w.	3,938	e/o Joy St.	$1,536.03	$1,582.11	$1,629.58	$1,678.47	$1,728.82
	x.	1,797	e/o Cypress St.	$698.93	$719.89	$741.50	$763.74	$786.65
	y.	5,638	e/o Rosewood Dr.	$2,641.42	$2,720.67	$2,802.29	$2,886.36	$2,972.95
	z.	2,510	w/o Brookhurst	$978.73	$1,008.09	$1,038.34	$1,069.49	$1,101.57
	aa.	4,181	Across from 10080 GG Blvd	$789.30	$812.97	$837.36	$862.48	$888.36
	bb.	5,174	w/o Kerry St.	$2,423.80	$2,496.52	$2,571.41	$2,648.55	$2,728.01
	cc.	5,128	e/o Galway St.	$2,393.86	$2,465.68	$2,539.65	$2,615.84	$2,694.32
	dd.	1,490	e/o Abbott Ct.	$589.54	$607.23	$625.45	$644.21	$663.54
	ee.	4,588	w/o Gilbert St.	$1,785.90	$1,839.47	$1,894.66	$1,951.50	$2,010.04
	ff.	1,054	w/o Casa Linda Ln. (short)	$416.82	$429.33	$442.21	$455.48	$469.14
	gg.	2,300	w/o Casa Linda Ln. (long)	$1,054.73	$1,086.37	$1,118.96	$1,152.53	$1,187.11
	hh.	2,021	e/o Shackelford Ln.	$946.50	$974.88	$1,004.14	$1,034.26	$1,065.29
	ii.	2,307	w/o Shackelford Ln.	$1,055.88	$1,087.56	$1,120.19	$1,153.79	$1,188.40
	jj.	4,737	e/o Magnolia St.	$1,848.08	$1,903.52	$1,960.62	$2,019.45	$2,080.03
	kk.	2,508	e/o Yockey St.	$1,134.18	$1,168.21	$1,203.25	$1,239.35	$1,276.53
	ll.	5,092	w/o Yockey St.	$2,378.90	$2,450.26	$2,523.77	$2,599.48	$2,677.47
	mm.	4,810	e/o Newland St.	$2,254.54	$2,322.17	$2,391.84	$2,463.60	$2,537.51
	nn.	5,728	e/o Dale St.	$2,672.52	$2,752.69	$2,835.27	$2,920.33	$3,007.94
	oo.	2,758	w/o Monroe St.	$1,085.81	$1,118.39	$1,151.94	$1,186.50	$1,222.09
			TOTALS	**$50,834.78**	**$52,359.79**	**$53,930.62**	**$55,748.39**	**$57,606.57**

GROUP II: MEDIANS, MINI PARKS & FRONTAGES								
		Springdale St. Sq. Ft.	**Location**	**Year 1**: 7/1/23-6/30/24	**Year 2**: 7/1/24-6/30/25	**Year 3**: 7/1/25-6/30/26	**Year 4**: 7/1/26-6/30/27	**Year 5**: 7/1/27-6/30/28
10)	a.	3,578	E/W Side Row BWT Santa Rita St. & Cypress City Border	$1,555.61	$1,602.28	$1,650.34	$1,699.85	$1,750.85
	b.	14,242	Springdale Slope Corner of Seneca Dr. & Anthony Ave.	$6,655.38	$6,855.05	$7,060.69	$7,272.51	$7,490.69
			TOTALS	**$8,210.99**	**$8,457.33**	**$8,711.04**	**$8,972.36**	**$9,241.54**

GROUP II: MEDIANS, MINI PARKS & FRONTAGES								
		Valley View St. Sq. Ft.	**Location**	**Year 1**: 7/1/23-6/30/24	**Year 2**: 7/1/24-6/30/25	**Year 3**: 7/1/25-6/30/26	**Year 4**: 7/1/26-6/30/27	**Year 5**: 7/1/27-6/30/28
11)	a.	967	Frontage n/o Santa Catalina Ave	$1,012.39	$1,042.76	$1,074.04	$1,106.27	$1,139.46
	b.	4,322	Frontage s/o Santa Catalina Ave.	$134.35	$138.38	$142.54	$146.81	$151.21
12)	c.	2,425	Valley View St. s/o Tiffany Ave.	$75.38	$77.64	$79.97	$82.37	$84.84
	d.	7,371	Valley View St. n/o Tiffany Ave	$229.13	$236.00	$243.09	$250.37	$257.89
	e.	6,116	Valley View St. s/o Cerulean Ave	$190.11	$195.82	$201.69	$207.75	$213.98
	f.	15,027	Valley View St. n/o Lampson Ave.	$467.21	$481.23	$495.66	$510.54	$525.85
	g.	1,554	Valley View St. n/o Belgrave	$48.31	$49.76	$51.24	$52.79	$54.37
	h.	4,744	Valley View St. s/o Chapman Ave.	$147.47	$151.89	$156.45	$161.14	$165.97
	i.	2,042	Valley View St. n/o Chapman Ave.	$63.47	$65.38	$67.34	$69.36	$71.44
	j.	2,818	Valley View St. s/o Santa Barbara Ave.	$87.60	$90.22	$92.93	$95.72	$98.60
	k.	1,148	Valley View St. n/o Santa Catalina Ave.	$36.09	$37.16	$38.28	$39.43	$40.62
			TOTALS	**$2,491.52**	**$2,566.26**	**$2,643.24**	**$2,722.55**	**$2,804.22**

ATTACHMENT "B" PROPOSAL PRICING (BEST AND FINAL OFFER)
RFP S-1304: LANDSCAPE MAINTENANCE SERVICES

GROUP I: WELL SITES	
YEAR ONE	$5,713.03
YEAR TWO	$5,884.42
YEAR THREE	$6,060.96
YEAR FOUR	$6,242.79
YEAR FIVE	$6,430.07
TOTAL FOR ALL FIVE YEARS	**$30,331.27**

GENERAL LANDSCAPE MAINTENANCE - HOURLY LABOR CHARGE	
YEAR ONE	$38.00
YEAR TWO	$39.00
YEAR THREE	$40.00
YEAR FOUR	$41.00
YEAR FIVE	$42.00

GROUP II -MEDIANS, MINI PARKS & FRONTAGES	
YEAR ONE	$175,045.36
YEAR TWO	$176,517.30
YEAR THREE	$185,813.11
YEAR FOUR	$188,767.09
YEAR FIVE	$194,279.80
TOTAL FOR ALL FIVE YEARS	**$920,422.66**

FIVE YEAR TOTAL FOR GROUP I AND GROUP II	$950,753.93

Please include a PDF copy of both worksheets in your electronic proposal submittal.

The undersigned having carefully examined the specifications and conditions for furnishing landscape maintenance services hereby proposes to furnish all labor, materials, equipment, and do all work required to complete said work in accordance with said Specifications and Conditions for the above prices.

Date	**6/28/2023**
Company Name	Parkwood Landscape
Authorized Party Name	David Melito
Phone Number	818-988-9697
Email Address	dmelito@parkwoodlandscape.com

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this_____day of_____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Parkwood Landscape Maintenance, Inc.,** herein after referred to as "CONTRACTOR"**.**

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED **_____.**

2. CITY desires to utilize the services of CONTRACTOR Furnish all Labor, Materials and Equipment to Provide Landscape Maintenance Services for the City of Garden Grove per RFP S-1304.

3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination**. The term of the agreement shall be from full execution of the agreement through June 30, 2024, with an option to extend said agreement for an additional four (4) fiscal years, for a total performance period of five (5) fiscal years. Option years shall be exercised one (1) fiscal year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Specifications for Landscape Maintenance, which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.

2. **Services to be Provided** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Specifications for Landscape Maintenance, which is attached as Attachment "A", and is incorporated herein by reference. The Specifications for Landscape Maintenance and this Agreement do not guarantee any specific amount of work.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

   3.1 AMOUNT. AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Eighty Thousand Seven Hundred Fifty Eight Dollars and 39/100 ($180,758.39), for the first fiscal year, payable in arrears and in accordance with the Contractor's Proposal

Pricing, Best and Final Offer, (Attachment "B"). All work shall be in accordance with RFP No. S-1304.

3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal Pricing, Best and Final Offer, (Attachment "B"), which is as follows:

YEAR ONE	$180,758.39
YEAR TWO	$182,401.72
YEAR THREE	$191,874.07
YEAR FOUR	$195,009.88
YEAR FIVE	$200,709.87
FIVE YEAR TOTAL	**$950,753.93**

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

3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance Requirements.**

COMMENCEMENT OF WORK. CONTRACTOR and all subcontractors shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. CONTRACTOR shall be responsible to collect and maintain all insurance from contractors and subcontractors. All subcontractors shall obtain and maintain the same insurance as required of CONTRACTOR. 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. Each policy shall also contain a waiver of subrogation wherein the insurer waives its rights of subrogation against the City, its officers, officials, agents, employees, and volunteers.

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

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

(a) Commercial general liability in an amount of $1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount of $1,000,000.00 combined single limit. (**claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor**. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

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

   a. (Contractor)
   Parkwood Landscape Maintenance, Inc.
   Attention: David Melito, President
   16443 Hart Street
   Van Nuys, CA 91406

   b. (Address of CITY)
   City of Garden Grove
   11222 Acacia Parkway
   Garden Grove, CA 92840

   (with a copy to):
   Garden Grove City Attorney
   11222 Acacia Parkway
   Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands

the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

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

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

16. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. CONTRACTOR shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.

17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from

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

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

18. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\ \ \ \

(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By:_____
City Manager

ATTESTED:

_____
City Clerk

Date: _____

"CONTRACTOR"
Parkwood Landscape Maintenance, Inc.

By: _____

Name:_____

Title:_____

Date: _____

Tax ID No. _____

DIR Registration No._____

Contractor License No._____

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

APPROVED AS TO FORM:

_____
Garden Grove City Attorney

_____
Date

ATTACHMENT "A"

RFP S-1304

SPECIFICATIONS FOR LANDSCAPE MAINTENANCE CONTRACT

1. INTRODUCTION

a. Contractors should clarify any questions they may have prior to submission of a bid by contacting the Facilities Supervisor, Public Works, phone number (714) 741-5386. The submission of a bid shall indicate that the Contractor thoroughly understands the scope of the work and the services to be performed.

b. While the initial agreement is to be awarded for a 12-month period, it may, at the option of the City, be extended for additional 12-month periods not to exceed 60 months.

c. It is the Contractor's responsibility to visit and inspect each site listed, for taking their own measurements for the purpose of preparing his bid. Any dimensions or measurements provided by the City shall not be considered accurate by the Contractor for the purpose of preparing their bid.

d. The City reserves the right to reject any and all bids and to waive any informality in any bid received not affected by law. Acceptance of any proposal will be subject to approval of submitted data and maintenance equipment.

e. Contractor must submit with his bid a brief history of the company and a Financial Statement reflecting the activity of the last five years.

f. Bids must show the applicable monthly Lump Sum charge and square footage for each property in each group. The City reserves the right to award the contract for any group or parts of a group. Properties may be added or deleted during the term of the contract at any time.

(1) Properties

Group I - Well Sites

1) 13421 Magnolia Street
2) 10742 Woodbury Road
3) 11502 Dolan Street
4) 22 Frwy. Dakota Avenue/ East of Yockey Street

Group II - Medians, Mini Parks and Frontages

1) Brookhurst St. Green Belt/east side, Melody Park Dr. to Katella Ave.
2) Chapman Ave. Bailey St to Lewis St.
3) Harbor Blvd./Garden Grove Blvd. Triangle/N/E corner of Harbor Blvd. and Garden Grove Blvd.
4) Harbor Blvd. Medians/Garden Grove Blvd. to Westminster Avenue
5) Katella frontage. Palmwood Dr. to Stratford Wy., Barclay Dr. to Fraley St.,
6) Katella Ave.-First two medians E/O Dale Ave., Frontage area W/O Yana Dr.
7) Knott/Stanford N/W corner and S/W corner
8) Magnolia St. Medians/Westminster Avenue to Chapman Ave.
9) Garden Grove Blvd. Lewis St. to Fern St.
10) Springdale St. N/O Santa Barbara Ave. to Chapman Ave., Anthony Ave. and Seneca Dr. (Springdale Slope)
11) Valley View St. Frontage/W/S of Valley View St. S/O Santa Barbara Ave. to N/O of Santa Catalina Ave.
12) Valley View Medians/Garden Grove FWY. N/B exit to N/O Santa Catalina Ave.

1. GENERAL CONDITIONS

The agreement shall be in effect from full execution of the agreement through and including June 30, 2024, with options to continue said agreement through and including June 30, 2028. In order to exercise this option, City shall provide contractor thirty (30) days' notice prior to the renewal date of its desire to extend the agreement. Contractor agrees to provide the services described herein and for the compensation described in the Proposal Pricing, Best and Final Offer, Attachment "B", for said additional years, should the City give the required notice.

a. City reserves the right to terminate the agreement pursuant to the following provisions:

   (1) Whenever the Contractor shall default in performance of the Agreement in accordance with its terms and shall fail to cure such default within a period of ten (10) days after receipt from the City of a notice specifying the default; or

   (2) City reserves the right to terminate the Agreement upon thirty (30) days' notice to Contractor. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the City, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

b. The amount due the Contractor by reason of termination shall be the amount Contractor is entitled to for all work and services satisfactorily performed to the date of termination.

c. The Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of a public enemy, acts of the government in its sovereign capacity, riots, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

d. The Contractor shall not assign any interest in the Agreement and shall not transfer any interest in the same (whether of assignment or novation) without the prior written consent of the City thereto: provided, however, that claims for money due or to become due to contractor under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

e. No subcontractors will be employed by the contractor unless specifically approved by the City's Facilities Supervisor. All persons engaged in the work will be employees of the contractor, and the Contractor will be held directly responsible for their work and supervision.

f. The Contractor hereby agrees to and shall hold the City, its elective and appointive boards, offices, agents and employees, harmless from any liability for damage or claims from damage for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any of subcontractor's operations under this agreement.

g. In view of the policy of the City with respect to endorsement of products, materials or equipment of any manufacturer, the Contractor shall not permit endorsements by photographs or written statements involving the City without prior written approval of the City through the Public Works Department.

h. All work under this contract shall be inspected by the City (Supervisor), to insure strict compliance with the specifications.

i. Since the City cannot be responsible for losses of Contractor's supplies, tools, or equipment, Contractors are hereby notified of their responsibility for providing proper identification and security for such items at their own expense.

j. The Contractor will be responsible for all damages to City property caused by his employees. Such damage shall be repaired promptly within 24 hours of notification by the Contractor to the satisfaction of the City, at no expense to the City.

k. The Contractor shall be responsible for payment of all of his payrolls including withholding taxes, social security, unemployment compensation insurance, and for payment of his public liability insurance and employee bonds.

l. Payment for services shall be made to the Contractor once a month upon submission of an invoice. To ensure prompt payment, all invoices should include the purchase order number, if applicable. Please submit all invoices to the City's Accounts Payable Department using one of the following two methods:

1. Email an electronic version of your invoice to: accountspayable@ggcity.org **or**

2. Mail your invoice to:

   City of Garden Grove (Accounts Payable Department)
   Subject: Invoice Submission

P.O. BOX 3070
Garden Grove, CA 92842

m. The Contractor shall provide all necessary machines, equipment, tools and labor, etc., as may be necessary to perform the work outlined herein. The Contractor shall be identifiable. Employees shall wear uniforms and present a neat overall appearance at all times. There shall also be identification of the company on all vehicles assigned to Garden Grove and will include the company's phone number and the following language, "CONTRACTED TO THE CITY OF GARDEN GROVE."

2. SCOPE

Supply all necessary labor and materials and equipment to provide the complete landscape maintenance service of all work sites, including, but not limited to weed control; plant disease and pest control; mowing; edging; drainage systems; pruning, shaping and training of young trees, shrubs and ground cover; and other maintenance required to maintain the work sites in safe, attractive and usable conditions and maintain all plant material in good condition with horticulturally accepted standards for growth, color, and appearance.

3. SCHEDULING OF WORK

The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday. The Contractor may not be on any median after 4:00 P.M. The Supervisor may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise, which would cause annoyance to residents of any area, shall be commenced before 7:00 A.M. The Contractor shall establish a schedule of routine work to be followed in the performance of this contract. A copy of this schedule shall be provided to and approved by the Supervisor prior to the performance of any work required by these specifications, and any changes in scheduling shall be reported in writing, and approved by the Supervisor.

The Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs, pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. In addition, a special notification listing exact starting date for periodic maintenance shall be furnished to the Supervisor at least ten (10) working days in advance of performing these operations.

4. METHOD OF PERFORMING WORK

a. Plant Maintenance

All shrubs and ground cover plants growing on the property shall be pruned, as required, to maintain plants in a healthy, growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passage ways, walks, streets, view of signs or in any manner deemed objectionable by the Supervisor. Dead or damaged limbs or branches shall be removed with sharp pruning tools, with

no projections or stubs remaining. Pruning shall be done in a manner to permit plants to grow naturally in accordance with their normal growth characteristics except box hedging is prohibited unless authorized on some hedges or shrubs or narrow medians and at some public buildings as designated by the Supervisor. Shearing, hedging, or severe pruning of plants is prohibited, unless authorized by the Supervisor. Overhanging shrub/vine material, extending into the property boundaries, shall also be the contractor's responsibility (e.g. Brookhurst Frontage walls).

b. Tree Maintenance

(1) The Contractor shall be responsible for all low branches. Low branches overhanging sidewalks, bike trails and parkways shall be removed to a height of nine (9) feet above grade. Young trees needing training and shaping and trees needing suckering shall be trimmed and/or suckered on a continuing basis as needed. Contractor shall not prune trees whose crown height exceeds fifteen (15) feet in height.

(2) The Contractor shall bring to the attention of the Supervisor immediately any tree that shows signs of root heaving, mushrooming at base of tree, leaning, or has hanger limbs, or for any reason is a safety hazard.

(3) The Contractor shall be responsible for the complete removal and replacement of plant material lost due to Contractor's faulty maintenance or negligence, as determined by the Supervisor. Replacement shall be made by the Contractor in the kind and size of plant material determined by the Supervisor. Where there is a difference in value between the plant material lost and the replacement of plant material, this difference will be deducted from the contract payment. In all cases the Supervisor will determine the value of the plant material lost.

(4) All trees requiring staking shall be securely staked at all times. Tree ties shall be inspected regularly to ensure against girdling and abrasion. To prevent mechanical girdling around tree bases, weed growth will be chemically controlled.

c. Weed Control

(1) All landscaped areas within the specified maintenance area including but not limited to lawns, shrub and ground cover beds, planters, tree wells, and areas covered with ornamental rocks shall be kept free of all weeds at all times. This means: complete removal of all weed growth shall be accomplished on a continuing basis as weeds appear. For the purpose of this specification, a weed will be considered as "any undesirable or misplaced plant." Weeds shall be controlled either by hand, mechanical or chemical methods. The Supervisor may restrict the use of chemical weed control in certain areas. Inclement weather may

require the contractor to mechanically pull weeds to provide a weed-free appearance.

(2) Weeding shall also include the removal of weeds growing in all paved or unpaved surfaces within property boundaries: all bullnose, bominite, curb/asphalt junctions.

(3) Contractor shall provide a monthly schedule to Supervisor of all locations to be sprayed on that specific month and in which order each location will be sprayed.

d. Disease and Pest Control

(1) The Contractor shall regularly inspect all landscaped areas for presence of disease or insect infestation. The Contractor shall notify the Supervisor within three (3) days that disease or insect infestation is found.

(2) All rodent control shall be the City's responsibility. The Contractor shall pay for loss of plant material resulting from lack of notification by the Contractor.

e. Replacement of Material

(1) The Contractor shall notify the Supervisor within twenty-four (24) hours of the loss of plants material due to any cause.

(2) The Contractor shall, within 24 hours remove shrub, turf or ground cover, which is damaged or lost due to any cause after notification to City. The size and species of replacement shrubs, turf or ground cover plants shall be as directed by the Supervisor. At the time of planting, soil will be amended based on soil needs. The Contractor shall replace plant material lost at their own expense as a result of inadequate maintenance. The cost of plants not replaced by the Contractor will be taken from the monthly contract payments. City labor costs will also be billed to the Contractor.

f. Where redevelopment/or construction may involve any of the work area, the Supervisor may delete a property or properties from contractual maintenance during the construction period. The deletion of this property will reflect in the monthly reimbursement to the Contractor.

Turf Grass Mowing

(1) Grass in this contract may be mowed with power-propelled mowers. Mowing height shall be per Industry Standard for the respective turf. Tall fescue grass shall be cut at a height of 2 inches to 2 1/2 inches. The mowers shall be maintained so as to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions. Grass clippings shall be collected and removed after each mowing. Any use of mulching mowers must receive prior approval from the Supervisor.

(2) Frequency: Refer to the maintenance schedule for detail. Inclement weather may preclude adherence to the frequency schedule. The Contractor may request alteration of this mowing frequency from the Supervisor, for reasons of rain or prolonged cold. During which time the Contractor may be requested to provide up to five (5) employees to assist City crews.

Contractor will not be permitted to use a line trimmer around trees. Line trimmers may be used around posts, valve boxes, and sprinkler heads upon approval from Supervisor.

g. Edging

Turf growing adjacent to tree trunks shall be sprayed to a minimum of six inches in all directions. Contractor shall not remove turf to create a dirt basin around trees, boulders, fencing light standards, valve boxes, or other obstacles. Areas near sprinklers shall be trimmed when necessary to allow for maximum sprinkler coverage. All turf shall be edged adjacent to all improved surfaces, and where no improved surface exists turf edges shall be maintained as if the turf area abuts a shrub bed, property line or to maintain a turf delineation. Edging shall be accomplished weekly. Clippings from edging must be swept and picked up when edging medians. Chemical edging is permitted along chain-link fences and block walls without concrete edging strips. The width of the chemical edge shall not exceed ten (10) inches.

h. Ground Covers

Ground cover beds shall be maintained within their intended bounds, edged every week and shall not be permitted to encroach into lawns, shrub beds or adjacent areas. Use of a line trimmer is not acceptable.

All ground cover beds shall be chemically sprayed with the approved herbicide or other Supervisor approved method to maintain a weed-free environment.

i. Sidewalks and Other Paved Surfaces

All sidewalks and other paved surfaces shall be maintained in a safe, non-hazardous and usable condition at all times. The Contractor shall remove stones, paper weeds, leaves, twigs and all other debris from paved areas. Sweeping and removal of debris from sidewalks and paved areas shall be done on a continuing basis. Any damage to sidewalks or surfaced areas requiring repair shall be promptly reported to the Supervisor (e.g., tree roots creating a tripping hazard).

j. Reporting Damage or Malfunction

Any damages to or malfunction of any facility not specifically provided for above shall be promptly reported to the Supervisor within 24 hours of issue.

k. Inspection

The City shall inspect the work area to insure adequacy of maintenance and that methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the contractor of the duty to provide continuous inspection of the work area. The Contractor shall correct discrepancies and deficiencies in the work immediately. After verbal notification, the Contractor has five working days to correct the discrepancies or forfeit the monthly payment for that property.

l. Vandalism

Any vandalism damage caused to the irrigation system, landscaping, and other City property shall be reported to the Supervisor immediately. All damages caused by vandalism shall be repaired and replaced at City cost. City may elect to repair with City forces or contract with Contractor on time and material basis.

m. Site Cleanup

All landscape debris must be disposed of and removed from the site by the Contractor. Areas, which are blown off, must either be blown back on to the turf or blown into a pile to be picked up and removed. Blowing debris into the street will not be allowed. No City container shall be used for the disposal of landscape debris. On medians string trimmers are prohibited.

n. Chemical Application

The Contractor is responsible for providing recommendations made by a licensed pest control advisor. All chemicals are to be applied by a certified applicator in accordance with current State regulations. SDS and label information sheets shall be given to the City for those chemicals or products used by the Contractor. The Contractor shall also give the City three (3) working days' notice prior to the application of any chemical. Contractor on an annual basis must provide usage reports to the division for the previous year.

o. Traffic Control

It shall be the Contractor's liability to ensure that work performed in the streets (right-of-way) is conducted in a safe manner for both adjacent traffic and the Contractor's crew. Proper coning of work areas or lanes closed, as the result of median maintenance, must follow State standards. During any lane closure, the Contractor must retain a crew at the work site for the duration of the closure.

p. Safety

Contractor shall be responsible for insuring that his crews are furnished with proper safety gear and instructed in the safe use of any equipment used for their operation. Copies of safety tailgate meeting records must be supplied upon request to the City. Failure to comply with proper safety standards may result in termination of the Contract.

MAINTENANCE STANDARDS FOR GROUPS I - II

I - Well Sites
II - Medians, Mini-Parks and Frontages

Task	Daily	Weekly	Monthly	Other	Comments
Mow		**I - II**			Mulching mowers must be approved by Supervisor
Edge		**I – II**			
Weed beat		**I – II**			
Trimming			**I - II**		
Trash Pick Up		**I - II**			Trash cans emptied weekly.
Fertilize				**I - II** Quarterly	Time, rate and material must be approved by Supervisor.
Broadleaf Weed Control (turf)				**I - II** Semi-annual	Time, rate and material must be approved by Supervisor.
Crabgrass Control (turf)				**I - II** Feb.- April	Time, rate and material must be approved by Supervisor.
Aerate (turf)				**I - II** April, September	
Vertical Mowing/Dethatching				**I – II** May	
Median Weed Control			**I - II**		

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 CEM Construction Corporation for the construction of the Anabel-Woodbury Water Improvement Project No. CP1287000. (Cost: $2,097,545) (*Action Item*)	Date:	7/25/2023

OBJECTIVE

To recommend that City Council award a contract to CEM Construction Corporation for the construction of Project No. CP1287000 – Anabel - Woodbury Water Improvement Project.

BACKGROUND

The 2020 Water Master Plan has identified the Anabel - Woodbury Water Improvement Project as a priority project due to fire flow deficiency. The construction of this project will increase fire flow capacity and meet the Orange County Fire Authority (OCFA) fire flow requirements surrounding Woodbury Elementary; Anabel Avenue, from school entrance to Libby Lane, Libby Lane from Anabel Avenue to Woodbury Road, and Woodbury Road from Euclid Street to Newhope Street.

The water improvements include the installation of approximately 970 feet of 12-inch polyvinyl chloride (PVC) pipe, 3,140 feet of 8-inch PVC pipe, and 110 feet of 6-inch PVC domestic water pipe. It also includes the construction of approximately 11 fire hydrant assemblies, 82 water service connections and nine (9) connection points at existing mains. This project will abandon approximately 4,245 feet of 4 and 6-inch AC pipe.

DISCUSSION

Six (6) bids were received and opened by the City Clerk's Office on June 19, 2023, at 10:00 a.m. (see Bid Summary Sheet). The lowest responsive bidder is CEM Construction Corporation, with a total bid of $2,097,545. The licenses and

references of the contractor have been reviewed and verified by staff, and all other documentation is in order. The anticipated contract schedule is as follows:

Award contract July 25, 2023
Begin construction August 16, 2023
Complete construction December 15, 2023

FINANCIAL IMPACT

There is no impact to the General Fund. This project is included in the Adopted Fiscal Year 2023-24 Capital Improvement Plan, and will be funded in the Water Utility Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to CEM Construction Corporation for $2,097,545 for the construction of Project No. CP1287000, Anabel - Woodbury Water Improvement Project; and

- Authorize the City Manager to execute the agreements on behalf of the City, and make minor modifications as appropriate.

By: Jessica Polidori, Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Conformance Agreement	7/17/2023	Agreement	Conformance_Copy_CP1287000_071723.pdf
Attachment No. 1 - Bid Summary Sheet	7/17/2023	Backup Material	ATTACHMENT_NO._1_-_BID_SUMMARY_SHEET.pdf

SPECIFICATION NO. 780
FOR THE CONSTRUCTION OF
ANABEL ~ WOODBURY
WATER IMPROVEMENT PROJECT

PROJECT NO. CP.1287000 -- DRAWING NO. W-632

May 2023

Conformance Copy

Owner:

City of Garden Grove
Public Works Department
Water Services Division
13802 Newhope Street
Garden Grove, CA 92843

SPECIFICATION NO. 780
FOR THE CONSTRUCTION OF
ANABEL ~ WOODBURY
WATER IMPROVEMENT PROJECT

PROJECT NO. CP. 1287000 -- DRAWING NO. W-632

Design Engineer

City of Garden Grove
Public Works Department
Water Serices Division

Prepared By:

Jessica Polidori
Project Manager

Checked By:

Rebecca Li, P.E.
Project Manager
RCE No. C70167
Expiration Date 9/30/2024

Owner

City of Garden Grove
Public Works Department
Water Services Division

Recommended By:

Daniel J. Candelaria, P.E.
City Engineer
RCE No. C52125
Expiration Date 12/31/2024

Approved By:

William E. Murray Jr., P.E.
Public Works Director
RCE No. 50353
Expiration Date 06/30/2023

SPECIFICATION NO. 780
FOR THE CONSTRUCTION OF
ANABEL ~ WOODBURY
WATER IMPROVEMENT PROJECT

PROJECT CP. NO. 1287000 -- DRAWING NO. W-632

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APPENDICES

APPENDIX A: CITY OF GARDEN GROVE WATER SERVICES DIVISION STANDARD SPECIFICATIONS / STANDARD PLANS

APPENDIX B: ADDITIONAL INSURED ENDORSEMENT

APPENDIX C: WATER SERVICE AND METER SURVEY REPORT

SPECIFICATION NO. 780

FOR THE CONSTRUCTION OF

ANABEL ~ WOODBURY
WATER IMPROVEMENT PROJECT

PROJECT CP. NO. 1287000 -- DRAWING NO. W-632

The Anabel ~ Woodbury Water Improvement Project consists of installing new 8 & 12-inch PVC pipe and abandoning 6-inch AC pipe. There will be approximately 4,200 linear feet of PVC pipe installed and 4,245 linear feet abandoned. The construction will include the installation of fittings, gate valves, fire hydrants, water services and appurtenances, trenching, shoring, backfilling, compaction, asphalt repair and replacement, street replacement and pipe disinfection and testing.

The project area extends to Woodbury Elementary School and Woodbury Park. A portion of the work will be within an existing easement in The Bungalow Apartments. Project phasing will be determined necessary based on school operations, efforts to minimize impact on school traffic is a priority.

The project will also require traffic control plans, permits and implementation, storm water protection, potholing, cutting and capping to be abandoned existing water mains, cutting and capping to be abandoned service laterals, temporary offsets of the existing water main to allow installation of the new water main, coordinating customer shutdown time, distributing shutdown resident notification letters, demolition and disposing of Asbestos Cement Pipe (ACP) hazardous waste material, traffic striping and appurtenant work.

Construction hours in front of Woodbury Elementary School on Woodbury Avenue, Anabel Avenue, Libby Lane and Phyllis Place must be restricted to the hours of 9:00 A.M. to 2:00 P.M. while school is in regular session. Class schedules vary throughout the week. See school website for current schedule information.

INSTRUCTIONS TO BIDDERS

SUBJECT: ANABEL ~ WOODBURY WATER IMPROVEMENT PROJECT

PROJECT CP. NO. 1287000 -- DRAWING NO. W-632

Gentlemen/Ladies:

Enclosed are the plans, specifications, proposal, and contract forms for the subject project.

Please submit your bid on the proposal form provided and include the Designation of SUBCONTRACTORs/References and appropriate affidavit properly filled out.

The remaining documents need not be returned since the fee paid for them is not refundable. Two (2) sets of plans and specifications will be furnished to the successful bidder and one (1) set each to all designated SUBCONTRACTORs, free of charge, after award of contract.

The CONTRACTOR will be required to pay the latest prevailing wage rates as established by the latest State of California, Department of Industrial Relations.

Any questions regarding this project should be directed to the Project Manager, Jessica Polidori, at (714) 741-5349.

Respectfully,

Daniel J. Candelaria, P.E.
City Engineer
Public Works Department

SECTION 1 - NOTICE TO CONTRACTORS

SECTION A - INFORMATION FOR BIDDERS

1. Minimum Qualifications: General CONTRACTOR shall have a current Class "A" license in good standing with the Department of Consumer Affairs - California State License Board. The General Contractor shall submit, along with their proposal, Section 3, Section 4 (4-B, 4-C, and 4-D) of this document. List five (5) projects in Section 4-C performed by the Contractor that includes the installation of 8-inch and larger diameter pipe, minimum 1,000 linear feet encroaching the public right-of-way. This list shall include the size of the project in dollars, the agency or client for whom the work was performed and the name and title of the agency or client for whom the work was performed.

2. Preparation of Bid Form: Bids must be submitted on the prescribed form. All blank spaces for bid prices and lump sum price for which the bid is made, must be filled in, in both words and figures. The signature of all persons signing shall be in longhand. The completed bid form shall be without alterations or erasures.

   All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted.
   It is the sole responsibility of the bidder to see that their bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

   Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered. No oral, telephonic or telegraph modifications will be considered.

   Before submitting bids, bidders and their SUBCONTRACTORs shall be licensed in accordance with the provisions of the Business and Professions Code.

   The bidder shall state in words and figures, the unit prices or the specific sums, as the case may be, for which he/she proposes to perform the work as required by the specifications. In case words and figures do not agree, the words shall govern and the figures shall be disregarded. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention and the totals will be corrected to conform.

   Failure by CONTRACTOR to fill in appropriate blanks in bid proposals may cause rejection of his/her proposal at the discretion of the City Engineer.

3. Examination of Site, Drawings, etc.: Each bidder shall visit the site of the proposed work. He shall fully acquaint himself with all conditions relating to construction and labor involved so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine any form, instrument, addendum or other document and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or to examine any form, instrument, addendum or other document or to visit the site and become familiar with existing conditions shall in no way relieve any bidder from obligation with respect to their bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

4. Withdrawal of Bids: Any bidder may withdraw their bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.

5. Agreement and Bonds: The construction agreement, which the successful bidder, as CONTRACTOR, will be required to execute and the forms and amounts of the bonds which it will be required to furnish at the time of the execution of the Agreement, are included in the Contract Documents, and should be carefully examined by the bidder. The Agreement and the Bonds will be executed in one original.

6. Interpretation of Drawings and Documents: If any person contemplating submitting of a bid for the proposed contract is in doubt as to the meaning of any part of the plans, specifications, or other proposed omissions from the drawings, etc., he may submit to City of Garden Grove (CITY) a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

   Any interpretation by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of documents. CITY will not be responsible for any other explanation or interpretation of the proposed documents.

7. Opening of Bids: Bids will be opened and publicly read aloud at the time set in the **ADVERTISEMENT FOR BIDS** in the Planning Conference Room at City Hall.

8. Bidder's Security: 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.

   In addition, if CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the time as stated above, his or her bidder’s bond or check and the monies represented thereby, or the cash guaranty, shall be and remain the property of the CITY and shall be subject to deposit with the finance director of the CITY as other monies belonging to the CITY.

9. Other Requirements: The bidders’ attention is specifically directed to the requirements of the Contract Documents with reference to insurance, maintenance of facilities at the site of the project, and the inspection and testing of materials.

10. Award of Contract: The Contract will be awarded to the lowest responsible bidder, or bidders, complying with these instructions and with **Section B - ADVERTISEMENT FOR BIDS**. CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

11. Lowest Responsible Bidder: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder must present evidence that he has successfully performed similar work of compatible magnitude or submit other evidence satisfactory to the CITY that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

12. Bidders Interested in More than One Bid: No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder or who has quoted prices of materials to the bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

13. Non-Collusion Affidavit: The CITY reserves the right, before any award of the contract is made, to require any bidder to whom it may make an award of the principal contract to execute a Non-Collusion Affidavit.

    CITY also reserves the right to require that the principal CONTRACTOR shall, before awarding any subcontract, secure a Non-Collusion Affidavit from the proposed SUBCONTRACTOR.

14. Non-Discrimination Policy: CITY hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

    Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done has been determined and the Department has listed these wage rates in the Department of Transportation publication entitled Equipment Rental Rates and General Prevailing Wage Rates.

15. In order to help eliminate combinations or schemes, which restrain free competition in the procurement of bids on public construction projects and, in compliance with a request from the Department of Justice, the completion of all the "Questionnaires" to General CONTRACTORs is mandatory for a valid bid. Said questionnaire, in Section 4-B, 4-C, and 4-D of this document, shall be returned with bid proposal.

SECTION B – ADVERTISEMENT FOR BIDS

1. Sealed Bids, marked ***"CONSTRUCTION OF ANABEL ~ WOODBURY WATER IMPROVEMENT PROJECT CP. NO. 1287000"*** will be received by the City Clerk in the City Hall, 11222 Acacia Parkway, Garden Grove, California until **10:00 AM**, **on Monday, June 19, 2023**, at which time they will be publicly opened in the Planning Conference Room CH-1 North (1st Floor) at City Hall. Any questions regarding this project should be directed to the Project Manager, Ms. Jessica Polidori, at (714) 741-5349.

2. The plans, specifications and contract documents may be purchased from ARC for the price of ninety-seven dollars and seventy six cents ($97.76). The price does not include tax or shipping if needed. The documents may be made available for "will call" or shipped directly to you. Please contact:

ARC
345 Clinton Street
Costa Mesa, CA 92626
www.e-arc.com/ca/costamesa
(949) 660-1150 (ask for the Planwell Department)
Or you can e-mail your order to costamesa.planwell@e-arc.com

3. In conformance with Section 37931 of the Government Code, all bids shall be presented under sealed cover on the proposal form provided and accompanied by one of the following forms of bidder's security:

   a. Cash.
   b. Cashier's check made payable to the City of Garden Grove.
   c. A certified check made payable to the City of Garden Grove.
   d. A bidder's bond executed by an admitted surety insurer, prepared on the forms provided and made payable to the City of Garden Grove.

4. The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it.

5. A Surety Bond for payment of Labor and Material in the amount of 100 percent of the estimated total contract price and Faithful Performance Bond in the amount of 100 percent of the total contract price, both prepared on the forms provided, will be required at the time of signing the contract agreement.

6. **The CITY reserves the right to reject the bid of any or all Bidders for any reason and to waive any informality or irregularity in the bids received. The CITY also reserves the right to withdraw this Invitation for Bids at any time for any reason without prior notice and the CITY makes no representations that the contract will be awarded to any Bidder responding to this Invitation for Bids.**

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements specified. The award will be made within 90 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the CITY and the lowest responsible bidder. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The CITY also reserves the right to determine whether a Bidder is a responsible Bidder based on the Bidder's trustworthiness, quality, fitness, capacity, experience, and ability to perform as required under this Invitation for Bids. Any Bidder, or any officer of such Bidder, or an employee of such Bidder who has a proprietary interest in such Bidder, who has been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation, may be determined to be a non-responsible Bidder.

A designee or designees of the Public Works Director shall perform the evaluation of a Bidder's responsibility. When the Public Works Director's designee determines that a Bidder is disqualified as non-responsible, the Public Works Director's designee shall mail to the affected Bidder the disqualification determination, the basis for the determination, and any supporting evidence that the Public Works Director's designee received or relied on relating to such determination.

Any Bidder who disagrees or disputes the non-responsible determination, may appeal such rating or determination. Such appeal may only be taken by filing a written notice of appeal with the City Manager within five working days after the Public Works Director's designee has mailed notice of the rating or determination. Within five working days of the receipt of an appeal, the City Manager, or a designee of the City Manager who has not been involved in the evaluation of qualifications of CONTRACTORs for the subject project, shall conduct a hearing on the appeal. During the hearing, the affected Bidder shall have the opportunity to rebut any evidence used as a basis for the non-responsible determination and to present evidence to the City Manager or the City Manager's designee hearing the appeal as to why the Bidder should be found responsible. Within five working days of the conclusion of the hearing, the City Manager or the City Manager's designee hearing the appeal shall issue a written decision on the appeal and such decision shall be final.

7. The CITY has determined the prevailing rate of per diem wages for the doing of this work, the scale of wages is set forth by Resolution No. 5730-79 of the City Council, this resolution is on file in the office of the City Clerk of the City of Garden Grove, and is hereby made a part of and is incorporated herein.

8. Apprentices may be employed in conformity with Section 1777.5, 1777.6 and 1777.7 of the California Labor Code. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the trade at which he/she is employed. Information relative to the employment of apprentices shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

9. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file and available for inspection in the office of the State of California, Department of Industrial Relations, Division of Labor Statistics and Research.

10. In order to help eliminate combinations or schemes, which restrain free competition in the procurement of bids on public construction projects and, in compliance with a request from the Department of Justice, the completion of the "Questionnaire to General CONTRACTORs" is mandatory for a valid bid. Said questionnaire, in Section 4-B, 4-C, and 4-D of this document, shall be returned with bid proposal.

11. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION C – ENGINEER'S QUANTITY ESTIMATE

ANABEL – WOODBURY WATER IMPROVEMENT PROJECT

PROJECT CP. NO. 1287000 -- DRAWING NO. W-632

TOTAL ITEM	DESCRIPTION OF WORK	APPROX. QUANTITY	UNIT
1.	Clearing and Grubbing including Mobilization/Demobilization	1	LS
2.	Furnish and Install 12-inch PVC Pipe, C-900 DR-14 Class 200 water pipe including fittings, thrust blocks and other appurtenances. Work includes sheeting, shoring and bracing at all excavations, trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 and Plans.	970	LF
3.	Furnish and Install 8-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, including fittings, thrust blocks and other appurtenances. Work includes trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 and Plans.	3140	LF
4.	Furnish and Install 6-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, including fittings, thrust blocks and other appurtenances. Work includes trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 and Plans.	110	LF
5.	Furnish and Install 4-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, including fittings, thrust blocks and other appurtenances. Work includes trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 and Plans.	24	LF
6.	Furnish and Install 12-inch ductile iron, resilient wedge gate valves per City Standard Plans B-712, and B-752	6	EA
7.	Furnish and Install 8-inch ductile iron, resilient wedge gate valves per City Standard Plans B-712, and B-752	17	EA
8.	Furnish and Install 6-inch ductile iron, resilient wedge gate valves per City Standard Plans B-712, and B-752	1	EA
9.	Connect new main (tie-in) to existing 4", 6", 8" AC mains, and 12" Steel mains per location. Include all pipes, and fittings include welding for 12" Steel Main	9	EA
10.	Tie-in and abandonment at Salinaz Dr. and Newhope St. to existing 12" Steel Main (See Detail 5)	1	LS
11.	Abandonment at Westminster Ave. and Newhope St. (See Detail 6)	1	LS
12.	Abandonment of existing 8-inch at Apartment Complex Easement including trenching, backfill, compaction, asphalt and cross gutter repair and replacement. Removal of existing pipe, fittings, thrust blocks and or appurtenances necessary to complete reconnection per Detail 3 on Sheet 4.	1	LS
13.	Abandon in place and/ or remove existing 4", 6", 8" and 12" mains and plug open ends per Plans	4,245	LF

SECTION C – ENGINEER'S QUANTITY ESTIMATE (Continued)

14.	On abandoned main, turn valves into the "closed" position and abandon valve in place. Remove and dispose of valve can and lid. Include backfill, compaction and pavement repair and replacement.	10	EA
15.	Install 1-inch water service assembly per City Std. Plan B-721 (Sheet 9 – Exclude Note 4). Include replacement of existing meter (size on size) with sensor Sensus SR11 AMI smart meter, and new meter box with anti-float lid within 3-10 feet from existing meter box. Install meter box with new concrete replacement per Std. Plan B-718 of these Specifications	1	EA
16.	Install 1-inch water service assembly per City Std. Plan B-721 (Sheet 9 – Exclude Note 4). Include replacement of existing meter (size on size) with sensor Sensus SR11 AMI smart meter, and new meter box with anti-float lid within 3-feet from existing meter box. Install meter box with new concrete replacement per Std. Plan B-718 of these Specifications	82	EA
17.	Install Temporary Vertical Offset and Remove/Relocate **as Needed** per Detail 10	7	EA
18.	Install Permanent Half Vertical Offset **as Needed** per City Std. Plan B-765.	1	EA
19.	Remove and salvage existing Fire Hydrant Assembly. Return FH to City.	8	EA
20.	Furnish and Install new fire hydrant assembly per City Std. Plan B-701 and B-702 including a 6-inch fire hydrant, PVC lateral, gate valve, tee/tapping sleeve, bury, concrete ring and coating (See Article 38)	10	EA
21.	Furnish and Install new fire hydrant assembly per City Std. Plan B-701 and B-702 including a 6-inch fire hydrant, PVC lateral, gate valve, tee/tapping sleeve, bury, concrete ring and coating, sidewalk repair. **Connect new fire hydrant to existing 6-inch main at 11191 Anabel Avenue** (See Article 38**)**	1	EA
22.	Construct Air Release Valve Assembly, complete with appurtenances, trenching, backfill, compaction, pavement repair and concrete repair. (**If Needed)**	1	EA
23.	Remove and Replace sections of existing concrete cross gutter to the nearest joint per City Std. Plan B-119 and Article 24. Location per Plans.	800	SF
24.	Remove Existing and Construct PCC Curb & Gutter (Type C-8) per City Standard Plans B-113-116	15	LF
25.	Remove Existing and Construct PCC Sidewalk per City Standard Plans B-105/B-106	30	SF
26.	Remove Existing and Construct PCC Spandrel per City Standard Plan B-119	90	SF
27.	Remove Existing and Construct PCC Bus Pad per City Standard Plan B-126	95	SF

SECTION C – ENGINEER'S QUANTITY ESTIMATE (Continued)

28.	Traffic Control including Traffic Control Plans, Construction Information Signs (5), electronic Changeable Message Board signs (4), See Article 14	1	LS
29.	Allowance to Accommodate Unknown Underground Obstructions, as Directed by City and Only If Required	1	T&M
30.	Additional Over-Excavation and ¾" Crushed Rock Bedding and/or SE 30 or better sand including disposal (Only if Required)	50	TON
31.	Removal, Transport, Treatment and/or Disposal of Contaminated Soil (Only if Required)	50	TON
32.	Additional Potholing on Utilities that are not Identified in the Plans (Only if Required)	5	EA
33.	Implement Rule 1166 and obtain Permits	1	LS
34.	Remove, Dispose and Reconstruct Full Depth of A.C. and A.B. Pavement, **Outside of Trench Areas and T-Cap** (Only if Required)	1,000	SF

SECTION 2 - CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME: CEM CONSTRUCTION CORPORATION

THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840
SUBJECT PROJECT:

ANABEL – WOODBURY WATER IMPROVEMENT PROJECT

PROJECT CP. NO. 1287000 -- DRAWING NO. W-632

Gentlemen:

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	Item With Unit Price Written In Words	Unit Price	Item Total
1.	1 LS	Clearing and Grubbing including Mobilization/Demobilization Per Lump Sum	$ 100,000.00	$ 100,000.00
2.	970 LF	Furnish and Install 12-inch PVC Pipe, C-900 DR-14 Class 200 water pipe, fittings, thrust blocks and appurtenances. Work includes sheeting, shoring, and or bracing at all excavations, trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 & Plans Per Linear Foot	$ 200.00	$ 194,000.00
3.	3,140 LF	Furnish and Install 8-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, fittings, thrust blocks and appurtenances. Work includes sheeting, shoring, and or bracing at all excavations, trenching, backfill, compaction and asphalt repair and		

Item	Approx. Quantity	Item With Unit Price Written In Words	Unit Price	Item Total
		replacement per Std. Plan B-134, B-101-104 & Plans Per Linear Foot	$ 185.00	$ 580,900.00
4.	110 LF	Furnish and Install 6-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, fittings, thrust blocks and appurtenances. Work includes sheeting, shoring, and or bracing at all excavations, trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 & Plans Per Linear Foot	$ 285.00	$ 31,350.00
5.	24 LF	Furnish and Install 4-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, fittings, thrust blocks and appurtenances. Work includes sheeting, shoring, and or bracing at all excavations, trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 & Plans Per Linear Foot	$ 325.00	$ 7,800.00
6.	6 EA	Furnish and Install 12-inch ductile iron, resilient wedge gate valve per City Std. Plan B-712 & B-752 Per Each	$ 10,000.00	$ 60,000.00
7.	17 EA	Furnish and Install 8-inch ductile iron, resilient wedge gate valves per City Std. Plan B-712 & B-752 Per Each	$ 7,000.00	$ 119,000.00
8.	1 EA	Furnish and Install 6-inch ductile iron, resilient wedge gate valves per City Std. Plan B-712 & B-752 Per Each	$ 5,000.00	$ 5,000.00
9.	9 EA	Connect new main to existing 4", 6", 8" AC mains, and 12" Steel main per locations. Include all pipes, and fittings. Include welding for 12" steel main. Per Each	$ 10,000.00	$ 90,000.00

Item	Approx. Quantity	Item With Unit Price Written In Words	Unit Price	Item Total
10.	1 LS	Tie-in and abandonment at Salinaz Dr. and Newhope St. to existing 12" Steel Main (See Detail 5) Per Lump Sum	$ 12,000.00	$ 12,000.00
11.	1 LS	Abandonment at Westminster Ave. and Newhope St. (See Detail 6) Per Lump Sum	$ 5,000.00	$ 5,000.00
12.	1 LS	Abandonment of existing 8-inch at Apartment Complex (The Bungalows Apartments) Easement including trenching, backfill, compaction, asphalt and cross gutter repair and replacement. Removal of existing pipe, fittings, thrust blocks and appurtenances necessary to complete connection per Detail 3 Per Lump Sum	$ 8,000.00	$ 8,000.00
13.	4,245 LF	Abandon in place and or remove existing 4", 6" 8" and 12" main and plug open ends per Plans. Per Linear Foot	$ 6.00	$ 25,470.00
14.	10 EA	On Abandoned main, turn valves into the "closed" position and abandon valve in place. Remove and dispose of valve can and lid. Include backfill, compaction and pavement repair and replacement. Per Each	$ 1,200.00	$ 12,000.00
15.	1 EA	Install 1-inch water service assembly per City Std. Plan B-721 (Sheet 9 –Exclude Note 4). Include replacement of existing meter (size on size) with Sensus SR11 AMI smart meter, and new meter box with anti-float lid within 3 to 10 feet from existing meter. Install meter box with new concrete replacement per Standard Plan B-718 of these Specifications. Per Each	$ 3,000.00	$ 3,000.00

Item	Approx. Quantity	Item With Unit Price Written In Words	Unit Price	Item Total
16.	82 EA	Install 1-inch water service assembly per City Std. Plan B-721 (Sheet 9-Exclude Note 4). Include replacement of existing meter (size on size) with Sensus SR11 AMI smart meter, and new meter box with anti-float lid within 3-feet from existing meter. Install meter box with new concrete replacement per Standard Plan B-718 of these Specifications. Per Each	$ 3,200.00	$ 262,400.00
17.	7 EA	Install Temporary Vertical Offset and Remove/Relocate as Needed per Detail 10, Sheet 9. Per Each	$ 8,200.00	$ 57,400.00
18.	1 EA	Install Permanent Half Vertical Offset **as Needed** per City Standard Plan B-765 Per Each	$ 7,000.00	$ 7,000.00
19.	8 EA	Remove and salvage existing Fire Hydrant Assembly. Return FH to City. Per Each	$ 2,000.00	$ 16,000.00
20.	10 EA	Furnish and Install new fire hydrant assembly per City Standard Plan B-701 and B-702 including a 6-inch fire hydrant, PVC lateral, gate valve, tee/tapping sleeve, bury, concrete ring and coating (See Article 38) Per Each	$ 13,800.00	$ 138,000.00
21.	1 EA	Furnish and Install new fire hydrant assembly per City Standard Plan B-701 and B-702 including a 6-inch fire hydrant, PVC lateral, gate valve, tee/tapping sleeve, PVC pipe, couplings, bury, concrete ring, coating and sidewalk repair. **Connect new fire hydrant to existing 6-inch main at 11191 Anabel Avenue (See Article 38)** Per Each	$ 15,000.00	$ 15,000.00
22.	1 EA	Construct Air release Valve Assembly, complete with appurtenances, trenching, backfill,		

Item	Approx. Quantity	Item With Unit Price Written In Words	Unit Price	Item Total
		compaction, pavement and concrete repair. (**If Needed)**		
			$ 10,000.00	$ 10,000.00
		Per Each		
23.	800 SF	Remove and replace sections of existing concrete cross gutter to the nearest joint per City Std. Plan B-119 and Article 24. Location per Plans.		
			$ 35.00	$ 28,000.00
		Per Square Feet		
24.	15 LF	Remove Existing and Construct PCC Curb and Gutter (Type C-8)		
			$ 300.00	$ 4,500.00
		Per Linear Foot		
25.	30 SF	Remove Existing and Construct PCC Sidewalk		
			$ 75.00	$ 2,250.00
		Per Square Feet		
26.	90 SF	Remove Existing and Construct PCC Spandrel		
			$ 65.00	$ 5,850.00
		Per Square Feet		
27.	95 SF	Remove Existing and Construct PCC Bus Pad		
			$ 75.00	$ 7,125.00
		Per Square Feet		
28.	1 LS	Traffic Control including Traffic Control Plans, Construction Information Signs (5), electronic Changeable Message Board Signs (4), See Article 14		
			$ 109,000.00	$ 109,000.00
		Per Lump Sum		
29.	1 T&M	Allowance to Accommodate Unknown Underground Obstructions as directed by City and Only if Required		
			$100,000	$100,000
		Per Time and Material		

Item	Approx. Quantity	Item With Unit Price Written In Words	Unit Price	Item Total
30.	50 TON	Additional Over-Excavation and ¾ Crushed Rock Bedding SE 30 or better sand including disposal (**Only if required**) Per TON	$ 200.00	$ 10,000.00
31.	50 TON	Removal, Transport, Treatment and/or Disposal of Contaminated Soil (**Only if required**) Per TON	$ 980.00	$ 49,000.00
32.	5 EA	Additional Potholing on Utilities that are not identified in the Plans (Only if Required) Per Each	$ 900.00	$ 4,500.00
33.	1 LS	Implement Rule 1166 and Obtain Permits Per Lump Sum	$ 12,000.00	$ 12,000.00
34.	1000 SF	Remove, Dispose and Reconstruct Full Depth of A.C. & A.B. Pavement, **Outside of Trench & T-Cap (Only if Required)** Per Square Feet	$ 6.00	$ 6,000.00
		TOTAL BID PROPOSAL	$ 2,097,545.00	

TOTAL BID PROPOSAL WRITTEN IN WORDS: two million, ninety-seven thousand, five hundred forty-five hundred and zero cents

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.

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 **85 calendar days** from bid opening.

I declare under penalty of perjury that all statements or representations made herein are true and correct.

JESUS E CARRILLO

BIDDER'S NAME

JESUS E CARRILLO

AUTHORIZED SIGNATURE

DATE: 06-16-2023

CORPORATION

TYPE OF ORGANIZATION: INDIVIDUAL, PARTNERSHIP OR CORPORATION

1412 ESPANOL AVENUE MONTEBELLO CA 90640

ADDRESS

323-597-1084 562-381-9129

TELEPHONE FAX

08/31/2024

Expiration Date

951234

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 CEM CONSTRUCTION CORPORATION

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. **THAT PORTION OF THE WORK TO BE PERFORMED BY SUBCONTRACTORS SHALL, IN THE AGGREGATE, NOT EXCEED 40% OF ALL THE WORK PERFORMED, BASED UPON THE TOTAL DOLLAR VALUE OF THE WORK. THE GENERAL CONTRACTOR MUST PERFORM AT LEAST 60% OF THE WORK.**

	Name of SUBCONTRACTOR	Address	Phone No.	Item of Work
1.	N/A	N/A	N/A	
				Amount $
			License Number:	
			Expiration Date:	
2.	N/A	N/A	N/A	
				Amount $
			License Number:	
			Expiration Date:	
3.	N/A	N/A	N/A	
				Amount $
			License Number:	
			Expiration Date:	
4.	N/A	N/A	N/A	
				Amount $
			License Number:	
			Expiration Date:	
5.	N/A	N/A	N/A	
				Amount $
			License Number:	
			Expiration Date:	

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL

USE THIS FORM WHEN BIDDER IS AN INDIVIDUAL

State of California)
) ss. N/A
County of Orange)

(Name) N/A, 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 N/A

This N/A day of N/A, 20 N/A.

Signature: N/A

Notary Public in and for the County of N/A, State of N/A

USE THIS FORM WHEN BIDDER IS A CORPORATION

State of California)
County of Orange) ss.

JESUS E CARRILLO affiant, the PRESIDENT
Pres., Sec., or Mgr. Ofcr

of CEM CONSTRUCTION CORPORATION
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.

JESUS E CARRILLO
Signature
President, Secretary or Managing Officer

Subscribed and sworn to before me

This 19 day of June, 2023.

Notary Public in and for the County of Los Angeles, State of California

Signature:

CLAUDIA ETERNITY MIRAMONTES
COMM. #2394337
NOTARY PUBLIC -CALIFORNIA
LOS ANGELES
Comm. Expires February 17, 2026

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)

USE THIS FORM WHEN BIDDER IS A CO-PARTNERSHIP

State of California) N/A
) ss.
County of Orange) N/A

N/A, Affiant(s),
Being first duly sworn, each for itself deposes and says:

That N/A
(Names of all Partners)

are partners, doing business under the firm name and style of

N/A 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 N/A

This N/A day of N/A, 20 N/A.

Notary Public in and for the County of

N/A, State of N/A

Signature: N/A

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.

N/A

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. N/A

3. Did you have any source of SUBCONTRACTORs' bids other than bid depositories?

   Yes ( ) No (X)

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): N/A

   (b) Name of person or group: N/A

   (c) Job involved (if applicable): N/A

   (d) Nature of threats: N/A

   (e) Additional comments: N/A
   (Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 16 day of JUNE, 2023.

CEM CONSTRUCTION CORPORATION
Name of Company

By Jesus E Carrillo
PRESIDENT
Title

SECTION 4-C - QUESTIONNAIRE REGARDING BIDDERS

Number of years engaged in the contracting business under present business name 13 years.

List of last five contracts performed which show experience in potable water main replacement projects work involved should include installation of 8-inch and larger in diameter pipe for a minimum stretch of 1,000 linear feet within public right-of-way, new water service assemblies and all pertaining work necessary to complete all items in the bid proposal. Failure to submit a complete list will render a proposal informal or nonresponsive and may result in its rejection by Owner.

Year	Type of Work	Contract Amt.	Location	For whom Performed & Phone Number
2023	The work to be done under these specifications consist of furnishing all labor, equipment services, transportation and materials necessary for mobilizations, demobilizations, constructions, installation, testing and completion of a new 8" and 12" vinyl chloride PVCwater main per project plans & specs.	$1,086,240.00	City of Orange	Ryan Visperas 714.288.2487 / rvisperas@cityoforange.org
2021	Furnish all labor, material and equipment for installation of 12" and 8" C-900 main line and 4" C-900 fire line for new development plaza. Installed fire hydrants and valves at street intersections.	$1,100,700.00	City of Perris	Alex Sanchez 949.243.4784/ asanchez@rockwoodconstruction.com
2023	Remove and replace existing 8" VCP with new 12"VCP and existing 6" VCP with new 8" VCP, perform Air Test, Install new 48" manholes, perform concrete and asphalt work, installation of new storm drain inlet over 24" storm drain	$1,721,945.50	City of Anaheim	Joel Jordan 714.765.5052/JJordan@anaheim.net
ON-GOING	Remove and replace existing 4", 6", 8", 10" and12" VCP pipe, work includes but not limited to 8- feet deep excavation, saw cutting, bedding, slurry backfill, new VCP pipe installation, sewer flow control, tie-in connection, & traffic control.	$ 344,250.00	City of Inglewood	Thomas C Lee 310.412.5333 / tlee@cityofinglewood.org
2022	Rehabilitation / replacement approx. 36 sewer lateral at various locations. Installed new 8", 6" and 4" VCP and perfomed testing as needed. Pre and Post CCTV, Jetted and cleaned old lines, Pipe Bursting of 8" and 6" lines and CIPP of 8" and 6" lines. Set up sewer bypass, shoring and traffic control as needed.	$550,225.00	City of Long Beach	Valeri Karakanov 562.570.2331 /valeri.karakanov@lbwater.org

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 in potable water main replacement projects:

Firm/Address	Type of Work	Contact Person Telephone No.	Contract Amount
City of Santa Ana 20 Civic Center Plaza M-36 Santa AnaCA	Demolition, grading /drainage water quality elements, site Utilities, on site paving, fencing Site Furnishings , Playground &Fitness equipment, irrigation, and street Improvements	Sean Thomas 714-647-5624 / sthomas@santa-ana.org	2,776,406.00
Temple City 9701 Las Tunas Drive. Temple City CA	Site preparation removal & grading of existing pavement, concrete improvements including grading for proposed restroom building.	Okan Demirci 714-319-6137 / okan.demirci@transtech.org	2,470,087.50
City of Commerce 2535 Commerce Way Commerce CA	Furnish/install bus shelters and 2 seating elements, metered pedestal TYPE III-AF, 3" PVC SCH electrica conduit,pull boxes, relocate existing speed readers, reconstruct curb and gutter, 4" PCC furnish/install all traffic signs / striping	Ted Villegas 323-722-4805 ext4421	494,050.00
City of Inglewood 1 W. Manchester Blvd. Inglewood CA	Remove /replace existing 4", 6", 8", 10" 12" VCP pipe, includes 8- feet deep excavation, saw cutting, bedding slurry backfill, new VCP pipe installation, sewer flow control, tie-in connection, & traffic control.	Thomas C Lee 310-412-5333 ext 5611	344,250.00
City of Norco 2870 Clark Ave. Norco CA 92860	Approx. 1,000 lf of varying size, 30"/ 24" RCP storm drain pipe along with 18" RCP lateral pipes, manholes,and catch basins.	Sam Nelson 951-270-5677	1,103,644.00

Bidder's Name: CEM CONSTRUCTION CORPORATION

Authorized Signature: JESUS F CARRILLO 06-16-2023

Date: 06/12/2023

State of California CONTRACTOR's License No. 951234

CONTRACTOR's License Expiration Date 08/31/2024

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: N/A

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: N/A

6. List projects that include the installation of 8-inch and larger in diameter pipe, new water service laterals and meter boxes, fire hydrant assemblies meanwhile keeping the existing water system and customers in service which you have worked on: N/A

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.

Dated: JEC 06-~~16~~-16-2023
06-16-2023

CONTRACTOR's Signature

BID BOND

Bond No._____
Premium_____

ANABEL ~ WOODBURY
WATER IMPROVEMENT PROJECT
CP NO. 1287000 -- DRAWING NO. W-632

(10% of aggregate amount of bid)
(Not required if cash, cashier's check or certified check in the required amount accompanies the bid)

KNOW ALL PERSONS BY THESE PRESENTS: those we, _____ _____, As Principal and _____, as Surety, are held and firmly bound unto the City of Garden Grove ("CITY"), State of California, the sum of ten percent of the aggregate amount of bid, the payment of which we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

That the Surety's office is located at _____ _____, California, Telephone No. _____ and the Surety is licensed to do business in the State of California, and the California resident agent for Surety is _____California Insurance Agent License No. _____.

That the following clause must be completed if in fact a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent _____
Non-resident agent's office address _____
_____
Telephone No. _____.

The condition of the foregoing obligation is such that, whereas the above principal is about to submit to the Board of the CITY a bid or proposal for the performance of the work therein mentioned, in compliance with the plans and specifications therefore, pursuant to published notice inviting bids:

Now, if the bid or proposal of the principal is accepted and the work awarded to the principal by the CITY, and if the principal shall fail or neglect to enter into a contract in accordance with the provisions of said bid or proposal and the accompanying Instructions and Information for Bidders, and to execute adequate faithful performance and labor and material surety bonds to the satisfaction of the General Counsel of the CITY, then the sum guaranteed by this bond is forfeited to the CITY.

WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____ 20____.

_____
Principal
By_____

_____
Surety

By _____
Attorney-in-Fact

BID BOND (Continued)

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the Attorney-in-Fact of the _____ a corporation,
(Corporation)
of, _____ _____
(City) (State)
and acknowledged to me that he executed the attached bond to the City of Garden Grove as such Attorney-in-Fact and as the free act and deed of said corporation, and that said bond was executed on behalf of said corporation by authority of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

_____

Notary Public in and for said County and State
My Commission expires: _____

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached)

Approved as to Form:

_____ _____
City of Garden Grove Date
City Attorney

SECTION 5 - AGREEMENT

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this **25th** day of **July, 2023**, by the **CITY OF GARDEN GROVE** ("**CITY**"), and **CEM CONSTRUCTION CORPORATION**, 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 **July 25, 2023**.

2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **ANABEL ~ WOODBURY Water Improvement Project - CP No. 1287000 -- Drawing No. W-632, Specification No. 780.**

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.

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: **ANABEL ~ WOODBURY Water Improvement Project - CP No. 1287000 -- Drawing No. W-632, Specification No. 780.**

5.4 **Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **ANABEL ~ WOODBURY Water Improvement Project - CP No. 1287000 -- Drawing No. W-632, Specification No. 780.**

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.

Upon receipt of the Notice to Proceed, CONTRACTOR agrees to submit **shop drawings**, **proof of payment for materials from supplier** and **traffic control plans within fourteen (14) calendar days**. Further, upon receipt of the Notice to Proceed the CONTRACTOR shall diligently prosecute the work to completion within **eighty five (85) total working days** 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. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORs, SUBCONTRACTORs and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other SUBCONTRACTORS, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

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

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

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2009 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

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

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

5.9 **Changes in Project.**

5.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

a. In the Specifications (including drawings and designs);
b. In the time, method or manner of performance of the work;
c. In the CITY -furnished facilities, equipment, materials, services or site; or
d. Directing acceleration in the performance of the work.

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

5.9.2 A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of ant potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

5.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.

5.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

5.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

5.10 **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. 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 **Two Million, Ninety-Seven Thousand, Five Hundred Forty-Five Hundred Dollars and 00/100** (**$ 2,097,545.00**) 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.

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 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 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 subrogaton** 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):**

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.
Contractors' Pollution Legal Liability	$1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

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.

An Additional Insured Endorsement for Contractors' Pollution Legal 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.

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 polices** 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 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.

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.

To CITY:

City of Garden Grove
Public Works Department
Attention: Jessica Polidori
13802 Newhope Street
Garden Grove, CA 92843
(714) 741-5349, (714) 638-9906 Fax

TO CONTRACTOR:

CEM CONSTRUCTION CORPORATION
JESUS CARRILLO, PRESIDENT
1412 Espanol Avenue,
Montebello, CA 90640
(323) 597-1084

SIGNATURE 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 L. 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.

SECTION 5 - AGREEMENT (Continued)

FAITHFUL PERFORMANCE BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____,
_____,
as Principal, and _____
as Surety, are held and firmly bound unto The City of Garden Grove, (CITY) in the sum of _____
_
Lawful money of the United States, for the payment of which we bind heirs, our executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at _____, telephone no. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: _____

Address: _____

Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

_____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated the _____ day of_____, 20___, with THE CITY OF GARDEN GROVE for **Construction of Anabel – Woodbury Water Improvement Project - CP No. 1287000 -- Drawing No. W-632, Specification No. 780**

2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.

3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

SECTION 5 - AGREEMENT (Continued)

FAITHFUL PERFORMANCE BOND (Continues)

Executed this ____ day of _____, 20___

_____ _____
Principal Principal

By: _____
Surety

By: _____
Attorney-in-Fact

_____
California Resident Agent

By: _____
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the Attorney-in-Fact of the _____, of
(Corporation)
_____, and acknowledged that it executed the attached bond to the
(State)
Garden Grove Sanitary City as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

_____
Notary Public in and for said County and State
My Commission expires:_____

SECTION 5 - AGREEMENT (Continued)

LABOR AND MATERIAL BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____, as Principal, and _____, as Surety, are held and firmly bound unto The City of Garden Grove, California ("CITY") in the sum of Dollars ($_____), lawful money of the United States, for the payment of the sum, we bind heirs, our executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at _____, _____ telephone no. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: _____
Address: _____
Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent: _____
Non-resident agent's office address: _____
_____
Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated _____ day of _____, 20___, with the CITY OF GARDEN GROVE for **Construction of ANABEL ~ WOODBURY Water Improvement Project - CP No. 1287000 -- Drawing No. W-632, Specification No. 780**

2. If the Principal, its heirs, executors, administrators, successors, or assigns, or SUBCONTRACTORs, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

LABOR AND MATERIAL BOND (Continued)

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this ____ day of _____, 20____.

_____ _____
Principal Principal

By: _____
Surety

By: _____
Attorney-in-Fact

_____
California Resident Agent

By: _____
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ _____ known to me to be the Attorney-in-Fact of the _____,of _____
(Corporation)
_____, and acknowledged that it executed the attached bond to the
(State)
Garden Grove Sanitary City as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

_____
Notary Public in and for said County and State
My Commission expires:_____
_____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ whose address is _____, hereinafter called "Owner", _____, whose address is _____, hereinafter called "CONTRACTOR", _____, and _____, whose address is _____, hereinafter called "escrow agent."

For the consideration hereinafter set forth, the Owner, CONTRACTOR, and escrow agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, the CONTRACTOR has the option to deposit securities with the escrow agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the construction contract entered into between the Owner and CONTRACTOR for _____ in the amount of _____ dated _____ (hereafter referred to as the "contract"). Alternatively, on written request of the CONTRACTOR, the Owner shall make payments of the retention earnings directly to the escrow agent. When the CONTRACTOR deposits the securities as a substitute for the contract earnings, the escrow agent shall notify the Owner within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between the Owner and CONTRACTOR. Securities shall be held in the name of the _____, and shall designate the CONTRACTOR as the beneficial Owner.

(2) The Owner shall make progress payments to the CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the contract provision, provided that the escrow agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the escrow agent, the escrow agent shall hold them for the benefit of the CONTRACTOR until such time as the escrow created under this contract is terminated. The CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the escrow agent directly.

(4) The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the CONTRACTOR and escrow agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest on the interest shall be the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the Owner.

(6) The CONTRACTOR shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to the escrow agent accompanied by written

authorization from the Owner to the escrow agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

(7) The Owner shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven days' written notice to the escrow agent from the Owner of the default, the escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the contract is final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the contract, the escrow agent shall release to the CONTRACTOR all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) The escrow agent shall rely on the written notifications from the Owner and the CONTRACTOR pursuant to Sections (1) to (8), inclusive, of this agreement and the Owner and CONTRACTOR shall hold the escrow agent harmless from the escrow agent's release, conversion, and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the Owner:	On behalf of the CONTRACTOR:
On behalf of the Owner: Title	On behalf of the CONTRACTOR: Title
Name	Name
Signature	Signature
Address	Address

SECTION 5 - AGREEMENT (Continued)

On behalf of the escrow agent:

Title	Title
Name	Name
Signature	Signature
Address	Address

At the time the escrow account is opened, the Owner and CONTRACTOR shall deliver to the escrow agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner/CONTRACTOR _____ Date: _____

Title/Title _____

Approved as to Form _____
City of Garden Grove
City Attorney

SECTION 6 - GENERAL CONDITIONS

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1. GENERAL DESCRIPTION

   The work shall consist of furnishing all material and equipment and performing all labor required to carry out the general intention in accordance with the Plans and Specifications.

2. DEFINITIONS

State:	Shall mean the State of California or the City of Garden Grove as applicable.
Board or City Council:	Shall mean the governing body of the City of Garden Grove.
Public Works:	Shall mean the Public Works Department of the City of Garden Grove.
City :	Shall mean the City of Garden Grove.
Engineer:	Shall mean the City Engineer or his authorized agent.

3. LOCATION

   The work shall be constructed on land owned or controlled by the City of Garden Grove (Woodbury Avenue, Libby Lane, Anabel Avenue, Phyllis Place, Euclid Street, Newhope Street, Westminster Avenue) at the sites shown on the plans.

4. CONTRACT

   Within ten (10) days after CITY award, the Contract shall be executed on the form enclosed herein by the successful CONTRACTOR. It shall be the responsibility of the CONTRACTOR to make an appointment within the above time limit to sign the Contract in the Engineer's office and to discuss the construction operations with the Engineer or his representative.

5. PERFORMANCE BOND

   Refer to Construction Agreement.

6. RETENTION

   Refer to Construction Agreement.

7. BEGINNING OF WORK

   Refer to Construction Agreement.

8. TIME FOR COMPLETION

   Refer to Construction Agreement

9. LIQUIDATED DAMAGES

   Refer to Construction Agreement.

10. STANDARD SPECIFICATIONS AND STANDARD PLANS

"Standard Specifications" referred to herein shall be the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (latest) EDITION (GREEN BOOK), including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California City of the Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

Building News, Incorporated
1612 S. Clementine Street
Anaheim, CA 90051
Tel: (888) BNI-BOOK

"Standard Plans" referred to herein shall be those of the City of Garden Grove and/or Garden Grove Sanitary District, Public Works Department, latest revision unless noted otherwise.

Where the Plans and Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

11. MATERIALS

Materials shall be new and comply with these specifications. Certified reports of material's inspections of materials required under this contract as specified herein shall be submitted and may be accepted by the Engineer in lieu of actual chemical or physical tests in the field. Where a reasonable doubt exists in the mind of the Engineer, however, he shall conduct all necessary tests to determine that the material in question meets the requirements of the specifications. The cost of making such tests shall be borne by the City of Garden Grove when the results indicate compliance with the specifications; otherwise, the expense of such tests shall be borne by the CONTRACTOR.

12. LICENSES, PERMITS, REGULATIONS AND ORDINANCES

At its sole cost and expense, CONTRACTOR and all SUBCONTRACTORs shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this agreement. CONTRACTOR and all SUBCONTRACTORs shall have the sole obligation to pay for any fees, assessments, county inspections, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this contract. The CONTRACTOR and any SUBCONTRACTOR shall have the proper state licenses for the work to be performed along with obtaining city and/or county business license(s) prior to commencement of their work.

CONTRACTOR shall secure City of Garden Grove business license and other required licenses and permits prior to working in the City of Garden Grove. CONTRACTOR shall add the City of Garden Grove, as additional insureds on the required liability insurance and to provide a copy of insurance to the City Garden Grove.

The CONTRACTOR and all SUBCONTRACTORs shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. Any work performed, or materials or equipment furnished, which does not conform to said laws, ordinances, rules and regulations, shall be changed to conform thereto by the CONTRACTOR at his sole expense.

13. WORK OUTSIDE REGULAR HOURS

No work will be allowed outside regular working hours without the express permission of the Engineer**,** except work items relating to maintenance and cleanup of the work area for the purpose of public safety and convenience. In the event work outside regular hours is allowed, any extra expense incurred by the CONTRACTOR shall be considered as being included in his bid prices and no extra compensation will be due for such work.

The legal workday shall consist of eight (8) hours. Should CONTRACTOR receive permission from the Engineer to work overtime, the CONTRACTOR shall pay all inspection costs as a result of the CONTRACTOR's overtime work at a rate of $120.00/hr.

Working hours in the City of Garden Grove shall be from 8:00 am to 4:30 pm Monday through Friday. Workdays shall be restricted to Monday through Friday unless written request outlining substantial reasons for working on Saturdays, Sundays or contractual holidays is submitted to the Engineer a minimum of forty-eight (48) hours in advance of the proposed non-contractual working day(s). If the work proposed is determined by the Engineer as being in the best interest of the CITY, the necessary inspection and survey services will be provided.

If the reasons for such request are not deemed sufficient, the Engineer may authorize inspection and survey services, if available. Such services shall be billed against the CONTRACTOR at the time and one-half salary rate plus fringe benefits for the personnel assigned to the project. Such services shall be paid to the nearest half-hour worked, subject to a minimum working period of two (2) hours.

Construction hours in front of Woodbury Elementary School on Woodbury Avenue, Anabel Avenue, Libby Lane and Phyllis Place must be restricted to the hours of 9:00 A.M. to 2:00 P.M. while school is in regular session. Class schedules vary throughout the week. See school website for current schedule information. https://woodbury.ggusd.us/media/1273/bell-schedule-2022-23.pdf

Emergency repairs and pre-storm protective installations may be performed in project areas without written notice.

14. PRECONSTRUCTION CONFERENCE

The CONTRACTOR, along with his field representative(s) and all SUBCONTRACTORs', shall meet with representatives of the CITY before the start of construction. The CONTRACTOR will be notified regarding the exact time and place of the conference.

The CONTRACTOR shall **submit a list of material suppliers** to the Engineer at the Preconstruction Conference. He shall also **designate an employee to be responsible for traffic control** on this project other than the Project Superintendent. This employee shall have expertise in urban traffic control, and shall be at the site during all operations requiring traffic control. As part of his responsibilities, he shall personally inspect the traffic control devices in use at least twice per day during operations, and twice per day on days when traffic control remains in effect when no work is in progress.

A project construction schedule shall be submitted to the Engineer at the Preconstruction Conference.

A rate schedule shall be submitted to the Engineer at the Preconstruction Conference.

15. QUANTITIES OF WORK

The quantities of work shown in the Proposal are approximate only and constitute the Engineer's Estimate for this project. The CITY does not expressly or by implication agree that the actual amounts of work will correspond exactly with the Engineer's Estimate.

The CITY 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.

16. LEGAL RELATIONS AND RESPONSIBILITY

General - In connection with laws to be observed and the responsibility of CONTRACTOR, attention is directed to Section 7 of the Standard Specifications and to the laws contained therein which are applicable to this contract.

Labor - Attention is directed to the provisions and penalties applicable to workmen permitted to labor more than eight hours in a calendar day, to labor discrimination, and to employment of alien labor.

17. PROSECUTION OF WORK

The CONTRACTOR shall conduct the work in such a manner and with sufficient materials, equipment, and in the time limits set forth in the Specifications and/or Agreement. Should the CONTRACTOR discontinue the prosecution of the work for any reason with the consent of the Engineer, he shall notify the Engineer at least twenty-four hours in advance of resuming construction activities.

18. EXAMINATION OF PREMISES

CONTRACTORs are required to visit the site before submitting proposals so as to satisfy themselves as to existing conditions immediately surrounding the place of work. No

extra payment will be allowed by the CITY for failure to properly assess site-working conditions.

19. TERMS OF CONSTRUCTION AS USED IN THESE SPECIFICATIONS

The present tense includes the past and future tenses; and the future the present.

The masculine gender includes the feminine and the neuter.

The singular number includes the plural; and the plural the singular.

"Shall" is mandatory and *"may"* is permissive.

20. RECORD DRAWINGS

The CONTRACTOR shall keep a complete set of Record Drawings at the job site. Contract Drawings shall be legibly marked showing each actual item of record construction including:

A. Measured depths of elements in relation to fixed datum points.

B. Measured horizontal and vertical locations of underground utilities with reference to permanent surface improvements.

C. Field changes of dimensions, locations and/or materials with details as required to clearly delineate the modifications.

D. Any details not in the original Contract Drawings developed by the CITY or the CONTRACTOR through the course of construction necessary to clarify or modify the Contract Drawings.

CONTRACTOR shall submit "As-Built" prints to the Engineer prior to the CITY'S acceptance of the work, **one copy in pdf format and one hard copy**. The prints shall indicate in red all deviations from Project Plans. Failure by CONTRACTOR to submit "As-Built Plans" may cause delay in final payments.

21. SUBMITTALS (SHOP DRAWINGS)

The CONTRACTOR shall submit for approval by the Engineer such material, samples, product specifications/brochures, certified mix designs, warranties material certifications, operations and maintenance manuals and equipment as may be required, whether mentioned specifically herein or not.

The CONSTRACTOR shall submit two (2) sets or pdf files of shop drawings for approval. Shop drawings must be completed; any cut sheets with multiple items must be clearly **highlighted** with a yellow felt tip mark identifying specific items to be used on the project. Any "Unhighlighted" cut sheets will be returned for resubmittal. All shop drawings must be approved prior to the start of construction. One set of approved shop drawings must be at the construction site at all times.

22. SUPERINTENDENCE OF LABOR AND COMPETENCY

The CONTRACTOR, or an experienced superintendent authorized to act for him, shall be continually in charge of the work. Information given by the Engineer to the CONTRACTOR's superintendent or his authorized representative shall be as binding as though given to the CONTRACTOR in person. In addition, there shall be a qualified and experienced foreman in charge of each branch of work. No workman, foreman, or superintendent shall be continued on the work that is negligent, incompetent or disrespectful in the sole judgment of the Engineer.

23. PROTECTIONS AND INSURANCE

Refer to Construction Agreement.

24. SUBCONTRACTORS

No SUBCONTRACTORs will be recognized as such. All persons engaged in the work of construction will be considered as employees of CONTRACTOR, and CONTRACTOR will be held directly responsible for their work. No contract or any portion thereof may be assigned without the written consent of the Engineer.

25. CLAIMS/LEGAL ACTIONS AGAINST THE CITY

It is the intent of this contract, that the CONTRACTOR shall and will indemnify and hold harmless the City of Garden Grove, its officers, its board members, employees, and consultants from any and all claims, suits or actions regardless of the existence or degree of fault or negligence on the part of the CITY. The CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstruction or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

In the event claim/legal action is brought against the CITY, it will immediately be referred to the CONTRACTOR. Failure by the CONTRACTOR, for any reason to indemnify, defend and save harmless the CITY, the CITY shall deduct from any money due to CONTRACTOR reasonable expenses that the CITY staff or consultant working for the CITY have incurred in processing, investigation, defending any claims/legal actions brought against the CITY.

26. SATISFACTION OF LIENS

Before the CITY will make the final payment to the CONTRACTOR, the CONTRACTOR shall furnish the CITY with lien releases from all SUBCONTRACTORs and suppliers of material, together with a certified statement that the releases represent all the materials furnished and all the SUBCONTRACTORs engaged for the work.

27. DISPUTED WORK

If the CONTRACTOR and the CITY are unable to reach agreement on disputed work, the CITY may direct the CONTRACTOR to proceed with the work. Payment shall be as later determined by arbitration, if the CITY and the CONTRACTOR agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the CONTRACTOR shall keep and furnish records of disputed work in accordance with Section 3.3 of the Standard Specifications (Modified per Section 7, Article 3, Mark-Up of Extra Work).

28. CLEAN UP

The CONTRACTOR shall protect and care for all work until final completion and acceptance.

During construction, the CONTRACTOR shall keep the site free and clear from all rubbish and debris, and the site must be cleaned up at the end of each day and within one day after the Engineer gives him notice.

At the time of the completion of the work, the CONTRACTOR shall remove from the site and the vicinity of the work all plant equipment, buildings and other temporary facilities, all used or unused materials belonging to him or used under his direction during construction. He shall remove all debris and rubbish from the site of the work before he makes application for acceptance of the work.

29. LEGAL HOLIDAYS

Legal holidays shall be regarded as Thanksgiving Day and the day after, New Year's Day and the day before or after as approved by the CITY, Martin Luther King Day, President's Birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, and from **December 18, 2023 to January 2, 2024**. CONTRACTOR shall backfill all open excavations, base pave and restore all work areas by **December 15, 2023** and shall not resume work until **January 3, 2024.**

Therefore, by submitting a bid the CONTRACTOR acknowledges that the work will be stopped from **December 18, 2023 through January 2, 2024** and that he/she has included all costs for the shut down of work over this period of time, and the recommencement of work on **January 3, 2024**.

30. PAYMENTS

Refer to Construction Agreement.

31. PAYMENT OF TAXES

The contract prices paid for the work shall include full compensation for all taxes which the CONTRACTOR is required to pay, whether imposed by Federal, State, or local government, including, without being limited to, Federal Excise Tax and Federal Transportation Tax.

32. SCHEDULE OF CONSTRUCTION

The CONTRACTOR shall submit to the Engineer a schedule of construction for approval. The schedule of construction shall be submitted in accordance with Section 6-1 of the Standard Specifications and Section 7, Article 5 of the Special Provisions with the following exceptions:

A. The CONTRACTOR shall submit a written proposed baseline schedule to the engineer before starting construction.

B. The CONTRACTOR shall be responsible for furnishing a schedule on a form, which meets the Engineer's approval.

C. The CONTRACTOR shall be responsible for updating the schedule and, if requested, will provide an updated copy of the schedule at the end of each billing period.

D. No payments of work completed shall be made until the subject schedule is submitted and approved.

The schedule of construction shall list in detail and proper sequence the various construction items for the job. The Engineer shall be notified before any change is made in the sequence of construction.

33. SAFETY PROVISIONS

The CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The CONTRACTOR shall maintain the work site in a clean, safe and workmanlike manner. All material to be cleared from the site shall be removed from the site at the end of each day. All open trenches shall be either backfilled or the work area shall be adequately covered with steel plates as directed by the City Inspector at the end of each working day. The CONTRACTOR shall, upon direction of the Engineer, immediately remove or protect any item, which in the opinion of the Engineer presents a safety hazard. All costs involved in maintaining the work site in a clean and safe manner shall be included in the various items of work and no additional compensation will be allowed. With the approval of the Engineer, The CONTRACTOR may establish temporary "No Parking Tow Away" zones adjacent to the work zone. Establishment of such zones shall be coordinated with the Garden Grove Police Department, (714) 741-5707, and the CITY'S Traffic Engineer, (714) 741-5190.

34. GUARANTY

Refer to Construction Agreement.

35. ENGINEERING AND SURVEY CONTROL

Control of the work shall be in accordance with Section 2 of the Standard Specifications and herein contained under Section 6 - General Conditions, with the following modifications:

A. The Engineer will establish one set of offset line and grade stakes at 25-foot intervals, and other control points as required for construction.

B. The CONTRACTOR shall be responsible for the finished work confirming to the lines, grades and benchmarks given by the Engineer. The CONTRACTOR shall establish supplementary benchmarks, elevations, lines, and grades and any other necessary controls which are not established by the Engineer and which are necessary to complete the work. Compensation for above work by the CONTRACTOR shall be included within the various bid items of work and no additional compensation shall be allowed.

C. Resetting of any construction stakes shall be at CONTRACTOR's expense.

D. CONTRACTOR's responsibility to re-establish lost or destroyed survey monuments.

36. COORDINATION OF DOCUMENTS

In case of conflict between the various contract documents, the order of precedence shall be as follows:

1. Special Provisions
2. General Conditions
3. Construction Plans
4. The City of Garden Grove Water Services Division Standard Specifications (WSDSS)
5. The City of Garden Grove Public Works Department Standard Plans and Specifications (2015 Edition)
6. The Standard Specifications
7. Cal Trans Publications (For Traffic Control Only) Under Section 7, Article 14

The Standard Specifications shall apply to all phases of work not controlled by documents 1 through 6 above.

In case of conflict between the Standard Specifications and the instructions and conditions of the invitation to bid, the Standard Specifications shall have precedence.

In case of conflict, it is the CONTRACTOR's responsibility to use best materials as approved by the Engineer.

37. RIGHT-OF-WAY

It shall be the responsibility of the CONTRACTOR to conduct all of his activities and operations within the rights-of-way provided by the CITY and within the confines of the work site.

If, for any reason, the CONTRACTOR elects to encroach upon other lands adjoining rights-of-way or adjoining the work site, he shall first obtain written permission from the owner thereof and provide evidence of such permission in writing to the Engineer prior to entering upon such lands.

The CONTRACTOR shall indemnify and hold the CITY/CITY harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this section and with permission or in violation of this section and without permission.

38. CONSTRUCTION SITE

Construction equipment shall not be stored at the work site before its actual use on the work nor for more than three (3) working days after it is no longer needed on the work. All repairs or assembly of equipment that will take two (2) or more working days to repair shall be done at the construction yard. The CITY shall approve the location and size of construction yard. Any damaged, destroyed or disturbed area at the site shall be restored to their original condition or replaced by the CONTRACTOR as directed by the Engineer at no additional expense to the CITY. All equipment and materials shall be stored at the yard during weekends, unless otherwise authorized by the Engineer.

Excavated materials shall not be stored on the site. Excavated materials that may be suitable for backfill may be stored at the site if approved by the Inspector and if storage location conforms to the approved traffic control plan. The Engineer shall, at all times, have a safe access to the site for purposes of inspection and testing. The CONTRACTOR shall remove all trash, debris, and construction materials, spoil and contaminates (gas, oil diesel fuel, lubricants, etc.) and leave the site in a clean and level condition.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

39. TESTS

Tests, including compaction tests, shall be performed in accordance with the Standard Specifications and these Specifications. The CONTRACTOR, at his own expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. The CONTRACTOR shall notify the Engineer no less than two (2) working days in advance of any required materials testing. The cost of performing such tests shall be borne by the CITY when results indicate compliance with the specifications; otherwise, the expense of such tests shall be borne by the CONTRACTOR.

40. COMPLIANCE WITH LAW

CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

41. NO WAIVER OF CONDITIONS

CONTRACTOR agrees that waiver by CITY of any one or more of the conditions of performance under this contract shall not be construed as waiver of any other condition of performance under this contract.

42. CORPORATE AUTHORITY

The persons executing this contract on behalf of the parties hereto warrant that they are duly authorized to execute this contract on behalf of said parties and that by so executing this contract; the parties hereto are formally bound to the provisions of this contract.

43. MODIFICATION

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

44. WAIVER

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and the CONTRACTOR.

45. CALIFORNIA LAW

This Agreement shall be construed in accordance with the laws of the State of California.

46. INTERPRETATION

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

47. PRESERVATION OF AGREEMENT

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

48. MUTUAL AGREEMENT

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

49. NOTICE OF COMPLETION

CONTRACTOR shall certify in writing to CITY, prior to final payment that the entire project is complete and request that CITY issue a Notice of Completion. Within a reasonable time thereafter, CITY and CONTRACTOR shall make an inspection. If the CITY does not consider the project complete, it will notify the CONTRACTOR in writing giving its reasons (the list of work to be completed or corrected) and shall be accepted by the CITY prior to any final payment and recordation of the Notice of Completion.

SECTION 7 - SPECIAL PROVISIONS

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ARTICLE 1 – CHANGES/DISPUTED WORK/CLAIMS

Owner Directed Changes – CITY initiated changes in the work shall be processed in accordance with Sections 5.9.1 and 5.9.2 of the Agreement.

Contractor Initiated Changes/Changed Conditions – The CONTRACTOR shall promptly notify the Engineer of the following work site conditions (hereinafter called changed conditions), in writing, upon their discovery, but in no event later than three (3) calendar days after they are discovered, and before they are disturbed:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;

2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and

3. Material differing from that represented in the contract which the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and

The CONTRACTOR's failure to give written notice of the alleged changed conditions within the time required three (3) calendar days shall constitute a waiver of any potential change order or claim for said alleged changed condition.

The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and will materially affect costs, the CONTRACTOR, upon submitting a written request which is acceptable to the CITY and that includes a breakdown and detail of the costs in sufficient detail so the CITY may fully analyze the change and costs, shall be entitled to a change order. If the Engineer determines that conditions are changed conditions and they will materially affect performance time, the CONTRACTOR, upon submitting a written request which includes an acceptable Time Impact Analysis, will be granted an extension of time.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the CONTRACTOR will be notified in writing. This notice will also advise the CONTRACTOR of its obligation to notify the Engineer in writing if the CONTRACTOR disagrees. Nothing herein will relieve the CONTRACTOR from its obligation to proceeding with the disputed work.

Should the CONTRACTOR disagree with the decision of the Engineer, it may submit a written claim for equitable adjustment pursuant to Section 5.9.5 of the Agreement. The written claim for equitable adjustment shall include sufficient detail to allow the CITY to fully analyze the potential claim and shall include at a minimum, the points of disagreement, applicable contract specification references, quantities and costs involved. In the event of such dispute, the CONTRACTOR shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the contract. Although not to be construed as proceeding under extra work provisions, CONTRACTOR shall keep and furnish records of disputed work in accordance with Section 3-3 of the Standard Specifications. These records shall be legible and completely describe the work in dispute, including location. These records shall be submitted to the CITY inspector on a daily basis. The inspector will initial records as acknowledgement of T&M only and said initials shall not convey approvals. The Engineer shall review the notice of potential claim and the parties shall meet and confer, and try to resolve in good faith the potential claim.

Disputed Work – If for any reason potential claims cannot be settled through good faith negotiations, the potential claims will be resolved in accordance with Section 3-5 of the Standard Specifications with the following additions:

The CITY and the CONTRACTOR shall share all fees required by mediation or arbitration equally. When the claim is to be settled in court, both parties must pay their own attorneys' fees.

Resolution of Claims – At the final inspection, CONTRACTOR shall provide a list of all claims, proceeding from notices of potential claims previously submitted under the requirements of the Contract, for which he intends to file claims. CONTRACTOR shall also arrange to meet and confer on the listed claims within 15 days of the final inspection. Time of the meeting shall be within this 15-day period. If on the day of final inspection CONTRACTOR fails to set such meeting or provide the list of claims, the project will not be accepted and working days will continue to accrue. If these requirements are met on the day of the final inspection, preliminary acceptance will be established pending final acceptance following attendance of CONTRACTOR at the scheduled meeting.

If CONTRACTOR attends the scheduled meeting within 15 working days of the final inspection, the date of acceptance will be the date of final inspection. Failure of the CONTRACTOR to attend such meeting within 15 days of the date of preliminary acceptance shall cause the working days used in performance of the contract to be calculated based on the date of the actual meeting being date of final acceptance, minus 15 days.

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, nonbinding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less.

"Public Work" has the same meaning as in Section 3100 and 3106 of the Civil Code,…" (20104 (b) (1)).

"Claim" means a separate demand by the CONTRACTOR for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the contract for a public work and payment of which is not otherwise entitled to, or an amount the payment of which is disputed by the local agency. (20104 (b) (2)).

For any claim subject to this article, Section 20104.2 et seq., the following requirements apply

a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

c) (1) For claims over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of further documentation, or within a period no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with Section 910) of Part 3 of division 3.6 of Title 1 of the Government Code.

For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time claim is denied, including any period of time utilized by the meet and confer conference.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that Code. The Civil Discovery Act of 1986 (Article 3 (Commencing with section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

20104.6

a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE 2 - SCOPE OF WORK AND SEQUENCE OF CONSTRUCTION

The scope of work shall conform to the provisions of Sections 2 and 3 of the Standard Specifications and the following additions:

The work to be done consists of furnishing all labor, materials, tools, equipment and incidentals necessary for the construction complete in place of: 4-inch, 6-inch, 8-inch and 12-inch diameter water mains, including all appurtenances; and the abandonment of existing water mains/valves as shown on the construction plans and as specified in these Specifications.

The Contractor shall submit detailed work plan with anticipated start date, duration of construction, phasing plan, the sequence of work, staging areas, etc. The Contractor shall be responsible for assuring that all work sequences are logical and the schedule shows a coordinated plan for complete performance of the work. The Contractor shall perform his work in such a manner that disruption of traffic and water system operations and shutdown will be kept at an absolute minimum. The exact time and day of shutdown shall be closely coordinated with the City's Utilities Operation Division to reduce interruption of their activities. Contractor shall schedule and coordinate the work such that each approved and scheduled shutdown for connections, together with outrage to City's customers is limited to a maximum of six (6) hours.
The connection details as shown on the construction plans illustrate the intent of the completed connection but may be subject to modification as approved by the City and the Engineer. Prior to beginning of construction Contractor shall submit a detailed plan for his proposed connection methodology for review and approval by the City; and shall develop the plan such that it adheres to the outrage limitation set forth herein.

The Contractor shall understand that, in order to limit the duration of outrages for connections, additional piping and valves, temporary connections, etc. maybe necessary and the Contractor shall include such in his proposed submittal. Any and all work associated with maintaining service to the customers and limiting outrage duration for connections to **six (6) hours** shall be included in the bid items; and no additional compensation shall be made therefore. Contractor shall submit a construction sequencing plan which generally will include the following tasks:

- Woodbury Ave. facilities from Euclid St. to Newhope St. (working hours of 9:00 A.M. to 2:00 P.M.)
- Anabel Ave., Libby Ln. and Phyllis residential street facilities (working hours of 9:00 A.M. to 2:00 P.M.)
- Connections to existing system at Euclid Street/ Woodbury Avenue intersection and Newhope Street / Woodbury Avenue intersection
- Abandonment of main at Newhope from n/o Salinaz to Westminster

Valve location shall be verified in field. Planned shutdown must be scheduled with the Water Division.

The project will also require traffic control plans, permits and implementation, storm water protection, cutting and capping abandoned existing water mains, cutting and capping abandoned service laterals, demolition and disposing of demolished material, traffic striping, traffic loop detector replacement (if existing), and appurtenant work.

CONTRACTOR shall pothole all utility crossings and points of connection ten working days prior to any construction activity. Contractor shall submit potholing data and information to the Engineer prior to pipe installation or construction. No progress payment shall be made to Contractor until he/she submits the potholing data and information.

The intent of this project is to construct all items of work complete in place in accordance with the project plans, specifications **and in phases if determined necessary by the Engineer**.

The unit prices, shall include the cost of equipment, tools, materials and labor that are delivered to the work site that are necessary for this purpose, to complete the project within the contract time required.

When unforeseen difficulties or a conflict is encountered, including toxic and hazardous materials, CONTRACTOR shall notify the engineer in writing immediately upon discovery and before the existing conditions are disturbed. **CONTRACTOR shall also allow the engineer minimum of four (4) hours on five (5) separate occurrences of standby time at no charge to investigate the conditions and make determinations concerning these conditions.** CONTRACTOR and his work force shall assist the Engineer in such investigations. If the Engineer determines that additional time is needed for evaluation after investigation; the CONTRACTOR shall reschedule, reassign, transfer or move any labor, materials, tools, equipment and alter the sequence of construction activities as necessary to carry out the intent of this project at no cost to the CITY.

The CONTRACTOR cannot withdraw from the project site any labor, materials, tools and equipment without prior written approval by the engineer or his authorized representative. Therefore, the CONTRACTOR shall have no claim against the CITY for delay, standby time of tools, equipment and labor, damages, liability and loss of profit, when it is necessary for the engineer to exercise this requirement.

Full compensation for conforming to the requirements of this Article shall be considered as included in the Contract bid prices for the various items of work. No separate payment will be allowed.

ARTICLE 3 – MARK-UP OF EXTRA WORK

To eliminate the ambiguity and provide the CONTRACTOR clear understanding of the allowable markup, Section 3-3.2.3 "Markup" of the Standard Specifications shall be deleted and replaced with the following:

(a) Work by CONTRACTOR.

A **markup of fifteen (15) percent**, covering all overhead and profits, shall be added to the CONTRACTOR's costs as determined under 3.3-2.2 and shall constitute the CONTRACTOR's only payment for all overhead of any type and profit on "extra work". There shall be no compensation for bond costs associated with "extra work".

(b) Work by SUBCONTRACTOR.

When a SUBCONTRACTOR performs all or any part of the extra work, the markup established in 3-3.2.3(a) shall be applied to the SUBCONTRACTOR's actual cost of such work, and shall constitute its only payment for all overhead of any type and profit. The CONTRACTOR shall receive an additional markup, not to exceed five (5) percent, for all its overhead and profit on the "extra work" performed by the SUBCONTRACTOR.

No higher markup than as stated above shall be allowed or accepted for any extra work.

ARTICLE 4 - COOPERATION

Although there can be no guarantee that difficulties will not be encountered, the cooperation of the CONTRACTOR is expected. The CITY has endeavored to provide a complete set of project plans and specifications. In the event of any conflict during the course of construction, CONTRACTOR shall allow reasonable time and provide equipment and manpower for the engineer to field-check and make determination to resolve the conflict.

CONTRACTOR shall provide equipment and manpower to dig all holes necessary for testing and other test requirements.

CONTRACTOR shall have a representative on the job site at all times during working hours. The representative shall have the authority to make decisions regarding work that can commit CONTRACTOR time, materials, equipment, labor, and resources.

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract bid prices for the various items of work. No separate payment will be allowed.

ARTICLE 5 - SCHEDULE OF CONSTRUCTION AND ORDER OF WORK

A. Schedule of Construction

Before starting construction**, the CONTRACTOR shall submit to the Engineer a cost loaded progress schedule, by task in bar form, to be approved by the Engineer.** The schedule shall show the order in which the CONTRACTOR proposes to carry out the work, and the contemplated dates for starting and completing the separate work activities. The CONTRACTOR shall use Primavera software such as P3, SureTrak or approved equal for schedule.

The sum of the allocated cost to the separate work activities shall equal all work shown on the plans and as required by these specifications.

It shall be the CONTRACTOR's responsibility to contact and coordinate the requirements of any impact to public utilities through the utilities representative. **The construction schedule shall include the start and completion dates of public utilities underground work and coordination.**

The progress schedule shall be consistent with the order of the work, and time requirements of the contract. Construction shall be scheduled in such a manner that hours between **2:00 p.m. to 2:30 p.m**. shall be spent in cleaning up, watering and street sweeping the job site and rearranging traffic delineation for the opening of traffic lanes. No construction activities will be allowed beyond **2:30 p.m**. Any work activities beyond **2:30 p.m.**, if allowed by the Engineer, shall be considered as overtime. The contractor shall be responsible for any overtime inspection costs.

Should the work commence during Summer Break construction hours may change.

Construction in more than one location at one time will be allowed only if authorized by the Engineer in writing. Said authorization will be contingent upon the CONTRACTOR's ability to demonstrate a significant benefit to the CITY.

B. Construction Meeting

A weekly construction meeting shall be held between representatives of the CITY and the CONTRACTOR, at an agreed upon place, day of the week and time in order to discuss progress, submittals, potential problems and other activities related to the project.

C. Order of Work

The first order of work, after being notified that the CITY has awarded the contract, shall be to place the **order for all shop drawings**, **purchase of materials**, **traffic control plan**, and **storm water pollution prevention plan** required by this project. The order shall be placed within **three (3) working days** from date of notification.

Full compensation for conforming to the requirements of this Article shall be considered as included in **the contract bid prices for the various items of work**. No separate payment will be allowed.

ARTICLE 6 - PRESERVATION OF PROPERTY AND SURVEY MONUMENTS

Attention is directed to Section 7-9 of the Standard Specifications and the following Special Provisions:

Permanent Survey Monuments and Markers

The CONTRACTOR shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require removal; relocation or resetting, the CONTRACTOR shall, prior to any construction work and under the supervision of a California-licensed Land Surveyor or Civil Engineer, establish sufficient temporary ties and benchmarks to enable the points to be reset after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset by the CONTRACTOR per City or Orange County Standards after construction and the centerline tie notes shall be submitted to the CITY on 8 1/2" X 11" loose leaf paper. The CONTRACTOR and his sureties shall be liable for, at his expense, any resurvey required in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

Payment for preservation or reestablishment of permanent survey monuments and markers including centerline ties shall be included in the various items of work. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved in preserving or reestablishing the survey monuments including centerline ties, all excavation, backfill and replacement of pavement section, and conforming to the requirements of this Article. No separate payment will be allowed.

ARTICLE 7 - DEWATERING, DUST, AND SOUND CONTROL REQUIREMENTS, CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT REQUIREMENTS

Dewatering

It is anticipated that storm, surface, or ground water or other water may be encountered at various locations during the work and require dewatering. The CONTRACTOR, by submitting a bid, acknowledges that he has investigated the risks arising from surface, ground or other waters, and acknowledges that his bid was prepared assuming that water is present and the dewatering work

will be conducted accordingly. *The CONTRACTOR,* ***by submitting a bid, assumes all of the said risk and payment for dewatering shall be considered as included in the various contract items of work. No separate payment will be allowed.***

When water is encountered, the CONTRACTOR shall provide and maintain dewatering during construction in accordance with the requirements of the city's Order No. R8-2009-0030, NPDES No. CAS618030 issued by the California Regional Water Quality Control Board (Santa Ana Region).

The CONTRACTOR shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The chosen method that may include sump pumps, deep wells, well points, temporary pipelines and other means shall be designed by the CONTRACTOR's civil engineer and shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall dispose of the water from the work in accordance with the Water Pollution Control Act without damaging or soiling adjacent City, County, State, or private property.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board Standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the CONTRACTOR and submitted to the appropriate agency and the Engineer for approval at no additional cost to the CITY.

Conveyance of the water shall not interfere with traffic flow or sewer treatment facilities operations. No water shall be drained into the work under construction without prior consent of the Engineer

The CONTRACTOR shall conduct his operation such that storm or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if in the opinion of the Engineer, public or private properties are not subject to damage. The CONTRACTOR shall obtain and submit to the CITY written permission from the applicable public agency or property owner before the Engineer will permit any diversion of water outside the right-of-way.

It shall be the CONTRACTOR's responsibility to control the surface water entering the work area at no additional cost to the CITY. *The CONTRACTOR shall correct damage to the work area as the result of surface water at no cost to the CITY*.

Full compensation for dewatering, and conforming to the requirements of this Article shall be considered as included in **the prices paid for the various items** of work and shall include all related materials, labor, tools, equipment, standby pump, coordination and approval processing. No separate payment will be allowed.

Erosion Control

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States that may result from this project. This project will require the Contractor to implement "Best Management Practices" (BMP's). BMPs shall include, but is not limited to fabric over the grate and side openings during the removal and replacement of AC process and the removal of the AC byproduct, immediately cleaning up spilled fluids with an absorbent material and broom, sealing containers of hazardous materials immediately after use, removing loose dirt from the work sites daily, covering stock piles and materials, etc.

Contractor is required to implement an erosion control program, including plans, prior to performing any excavation or disturbing any soil, landscape, or pavement.

a. Submit four (4) copies of erosion control plan to City for approval.

b. Erosion control plan shall include emergency 24-hour telephone number(s) of responsible Contractor personnel and details of protective measures, including desilting basins or other temporary drainage and/or control measures.

c. Necessary materials (gravel bags, etc.) or devices, per the approved plan, shall be available on site at convenient locations to facilitate rapid installation or to repair any damaged erosion control measures when rain is imminent. All removable protective devices shown on the plan shall be in place at the end of each day when the five (5) day rain probability forecast exceeds forty (40) percent.

d. Remove all silt and debris from check dams and desilting basins after a rainstorm and as needed to assure proper operation.

e. Contractor is advised that, based upon actual site conditions, other work devices, controls, and/or revisions to the erosion control plan/program may be by the project inspector, at no cost to the City, to satisfy requirements of this article.

Payment for implementing (BMPs) shall be included in the prices bid for various contract items. The price shall include all costs of all documentation; administration and implementation of the erosion control requirements and SWPPP requirements for the entire contract period, and no additional compensation shall be made therefore.

Dust Control

Dust control shall consist of applying water in conformance with Section 7-8 of the Standard Specifications, with the following modification:

The CONTRACTOR shall furnish and operate a water truck and self-loading motor vacuum sweeper with spray nozzles applied at least twice each calendar day (including holidays and weekends), first during construction to keep paved areas reasonably clean, and second at the end of day. The CONTRACTOR shall never leave the construction premises dirty or dusty.

All spillage and any excessive dirt or debris resulting from hauling operations, moving of equipment along or across any private or public property or public traveled way, shall be removed immediately at the CONTRACTOR's expense.

Whenever the CONTRACTOR fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled. The costs of controlling dust shall be deducted from moneys due or to become due the CONTRACTOR.

No separate payment will be made for any work performed or material used to control dust resulting from the CONTRACTOR's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

Sound Control

The CONTRACTOR shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the CONTRACTOR's operations shall not exceed 86 DBA at a distance of fifty feet (50'). This requirement in no way relieves the CONTRACTOR from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the CONTRACTOR. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of sound control shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

By submission of this bid, or the execution of this contract or subcontract, as appropriate, the bidder, CONTRACTOR, or SUBCONTRACTOR, as appropriate, will be deemed to have stipulated the following:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed hereunder.

3. That the CONTRACTOR shall promptly notify the OSHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the CONTRACTOR agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements (FHWA 1273 Rev. 8/89, 12-4-89).

Full compensation for conforming to the requirements of the Clean Air Act and Federal Water Pollution Control Act shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

ARTICLE 8 - CONSTRUCTION WATER

Application of water shall conform to the provisions of Section 7-8.5 of the Standard Specifications and the following additions:

Construction water may be taken only at locations approved by the City of Garden Grove Water Services Division. The CITY will install a construction meter and eddy valve at these locations at the CONTRACTOR's expense. This valve shall be operated when taking construction water with the fire hydrant remaining open during the day. CONTRACTOR will be charged for construction water on an as-used basis.

The CONTRACTOR must contact the City of Garden Grove Water Services Division to request installation of a fire hydrant water meter for construction water and shall make appropriate deposits to cover meter installation and testing, meter relocation and or damage to the meter.

Water shall be applied in the amounts, at the locations, and for the purposes designated in these specifications and as ordered by the Engineer.

Water for compacting embankment material, subbase, base and surfacing material, and for laying dust shall be applied by means of pressure-type distributors or pipe lines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

Equipment used for the application of water shall be equipped with a positive means of shut-off. Unless otherwise permitted by the Engineer or unless all the water is applied by means of pipe lines, at least one mobile unit with a minimum capacity of 1,000 gallons shall be available for applying water on the project all times.

Payment for applying water, including all labor, tools, equipment, and incidentals required for the application of water shall be considered as included in the various contract items of work involving the use of water, and no additional compensation will be allowed.

ARTICLE 9 - PROJECT APPEARANCE

The CONTRACTOR shall maintain a neat appearance to the work site. Neat appearance shall include daily clean-up of all debris that may be generated from trucks and equipment using the approved Haul Route. Asphalt concrete, aggregate base, broken PC concrete, native soil, and debris developed during construction shall be disposed of concurrently within its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the CONTRACTOR's performance of work. The CONTRACTOR is responsible for abating dust caused by his operation in accordance with **Article 7** of these Special Provisions.
Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as **included in price paid for the various contract items** of work involved and no additional compensation will be allowed therefore.

ARTICLE 10 - PUBLIC SAFETY

The CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The CONTRACTOR shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches and other excavations shall either be safely covered or adequately fenced in a manner meeting the approval of the Engineer overnight and on weekends or at other times required by the Engineer for safety. No open trenches or any other open excavation shall be left open for more than two (2) working days. In the absence of covering or fencing, CONTRACTOR shall backfill all open excavations at his expense.

Payment for fencing, steel plating, installing K-rail, and temporary excavation backfill shall be included in the prices paid in the various items of work and no additional compensation will be allowed.

ARTICLE 11 - ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES

If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall cease excavation of the area of discovery and shall not continue until such time as approved by the Engineer. The Engineer shall then direct excavation operations within the area of discovery.

Discoveries include but are not limited to, dwelling sites, stone or other artifacts, animal bones, human bones and fossils.

The CONTRACTOR shall be entitled to an extension of time in accordance with the provisions of Subsection 6-3 of the Standard Specifications. Should the CONTRACTOR's operations be affected materially, additional work will be paid for as extra work as provided in Subsection 3-3, "EXTRA WORK," of the Standard Specifications.

ARTICLE 12 - GEOTECHNICAL INVESTIGATION

The CITY ***has not*** conducted a geotechnical investigation where the proposed water improvements are to be constructed. Each prospective bidder shall be responsible for obtaining any geotechnical information that he/she needs to prepare for his/her bid. Each prospective bidder shall be responsible for the cost of obtaining the required geotechnical information for his/her bid.

By submitting a bid, the CONTRACTOR acknowledges that he/she has satisfied himself/herself as to the nature of the work, including but not restricted to the conditions affecting handling and storage of materials, **disposal of excess material, *level and amount of groundwater*, and ascertaining existing conditions that affect labor, materials and equipment costs.**

In the event groundwater is encountered, the CONTRACTOR shall provide and maintain dewatering during construction in accordance with the standard specifications and the requirements of the CITY's NPDES Order No. 85-83 issued by the California Regional Water Quality Control Board (Santa Ana Region).
All costs for dewatering, when encountered during construction, shall be included in the contract bid prices for the various items of work. No separate payment will be allowed.

All costs for geotechnical testing other than compaction testing shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

ARTICLE 13 – MOBILIZATION/DEMOBILIZATION

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items on the project site. Any bonds that must be posted or proof of insurance issues that arise must be resolved prior to mobilization and/or demobilization. Mobilization and demobilization shall also include the time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the CONTRACTOR's personnel to keep the construction site in a safe condition, and all other related work as required for all non-working days during the course of construction. **The CONTRACTOR is responsible for securing an adequate storage site for equipment and materials**.

Payment for mobilization and demobilization shall be included in the **bid price per Lump Sum for Clearing and Grubbing, including Mobilization and Demobilization** in the bid proposal and shall include full compensation for furnishing all labor, materials, equipment, rental of necessary equipment, materials and storage sites for storage purpose, and incidentals necessary to mobilize and demobilize in accordance with the paragraph above.

ARTICLE 14 - TRAFFIC CONTROL

Traffic control shall conform to the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and with Caltrans Standard Plan T11 Traffic Control System for lane closure on multi-lane conventional highways. Notes 2 and 6 of the Caltrans Standard Plan T11 regarding illuminated advanced warning signs and cones shall not apply.

A. VEHICLE TRAFFIC CONTROL

A minimum of one (1) eleven foot lane for each direction shall be kept open and maintained for public use at all times except as indicated on the plans or as directed by the Engineer during construction.

B. PEDESTRIAN TRAFFIC CONTROL

A minimum of one four foot wide all-weather pedestrian walkway shall be kept open and maintained to the satisfaction of the Engineer along both sides of each public street at all times during construction.

C. ACCESS TO ADJACENT PROPERTIES

A minimum of one (1) driveway per property shall be accessible and maintained at all times unless otherwise authorized by the City. Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12' minimum width) may be installed as approved by the Engineer. Trench plates may also be used.

D. GENERAL TRAFFIC CONTROLS

Notification letters shall be hand delivered by Contractor two (2) weeks in advance of beginning of construction giving notice of traffic restriction, period of construction, and suggested use of alternate routing. Exact wording on the advanced notification letters will be approved by the Engineer.

Five (5) 4' x 8' CONSTRUCTION INFORMATION signs shall be fabricated and constructed per City standard plan B-135 (1 of 3 & 3 of 3), two weeks in advance, at the beginning and at the end of the each project limits.

- **One sign north of Newhope Street and Salinaz Drive**
- **One sign north of Euclid Avenue and Woodbury Street**
- **One sign south of Euclid Avenue and Woodbury Street**
- **One sign south of Newhope Street and Westminster Avenue**
- **One sign east of Newhope Street and Westminster Avenue.**

Traffic control devices shall comply with Section 12 of the Standard Specifications.

The Contractor shall also provide electronic changeable message boards, 2 for Woodbury Rd., and two additional message boards for Euclid St. and Newhope St.

All signs shall be installed two weeks in advance from the start of work to alert motorists of the period of traffic delays anticipated during lane closures.

The Contractor shall submit traffic control plans prepared by a civil engineer registered in the State of California, stamp the plans for approval at least ten (10) working days prior to commencement of work to the City of Garden Grove Traffic Division and City of Santa Ana Public Works Department for approval. The plans shall show all businesses, directional signs, driveway entrances, signs, delineation, tapers, dimensions, etc., for traffic control. The traffic control plans should include **Traffic Control Notes** (that can be found at: revised-traffic-control-notes-3-8-22.pdf (ggcity.org). No construction will begin until the Contractor's traffic control plans are approved by the City of Garden Grove and City of Santa Ana. The plans shall indicate the various phases of work and the proposed traffic control methods for each phase of construction on each street segment. The plans shall conform to the requirements of the latest edition of the CA MUTCD, these Special Provisions and City of Santa Ana requirements.

Flashing arrow signs shall be used as noted in the traffic control plans. (Battery or solar powered only).

Placement of temporary pavement marking tape shall consist of applying, maintaining, and later removing temporary traffic stripe (traffic line) and pavement marking tape at the locations shows on the plans or designated by the Engineer in conformance with these special provisions.

Temporary tape and/or painted stripes and removal of existing channelization may be required for traffic control. Tape for temporary traffic stripes and pavement markings will be a reinforced plastic type especially designed for ease of removal.

Temporary stripes shall be placed to the line established by the Engineer. Completed stripes shall be straight on tangent alignment and shall be on a true arc on curved alignment.

Surfaces on which the tape is to be applied shall be cleaned of all dirt and loose material and shall be dry when the tape is applied. The air temperature and pavement temperature at the time the tape is applied shall be 50°F or above. Tape shall not be applied over existing painted stripes or markings.

After the tape has been applied it shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface.

Temporary traffic stripes and pavement markings that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense.

When no longer required for the direction of public traffic, as determined by the Engineer, the tape shall be removed and disposed of outside the highway right of way and all marks used to establish satisfactory lines for the temporary stripes and pavement markings shall be removed from the pavement.

Every effort shall be made by the Contractor to insure traffic safety. If in the opinion of the Engineer additional signing or delineation is required for traffic safety, then the Contractor shall furnish and place the additional signs or delineators at no additional cost to the Agency.

E. ROAD CLOSURE CONDITIONS

When construction conditions do not permit through traffic to use the street as determined by the Engineer, the following conditions will prevail:

- The Engineer must receive notice from the Contractor of any proposed road closure at least 48 hours prior to the actual closure. Before any road closures may be approved by the Engineer, specific detour plans for signing and barricading must be approved by the Traffic Engineer. At the times during the road closure conditions, a ten-foot (10') minimum width access corridor shall be kept open and maintained for emergency vehicles.

F. TRAFFIC CONTROL AND SAFETY

All control, warning and safety devices shall conform to the requirements set forth in the latest edition of the CA MUTCD.

If attention is directed to the existence of a hazard and the Contractor fails to provide such devices, said devices will be placed or caused to be placed by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of $500.00 per hour for labor and the pickup truck, $50.00 per day per barricade, and any other costs incurred by the City relative to traffic control. Said costs, if any, shall be deducted from the progress payments and from the total Contract price for the work.

When entering or leaving roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. No excavation within five feet of the traveled way shall remain open no longer than is necessary to perform the work, and in no case shall remain unfenced or unplated overnight or on weekends.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area and all its approaches, including advanced signing and barricades. He shall also post proper signs to notify the public regarding the conditions of the roadway, all in accordance with the provisions of the Vehicle Code, and the CA MUTCD, as published by the US Department of Transportation, Federal Highway Administration.

The Contractor shall conduct his operations so as to provide reasonable access to the adjacent properties and shall have no greater length or quantity of work under construction than he can properly prosecute with a minimum of inconvenience to the public and other contractor engaged on adjacent or related work.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed the requirements set forth in the CA MUTCD.

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location in an upright position by the Contractor.

The Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public of any dangerous conditions to be encountered, shall perform their duties and shall be provided with the necessary equipment in accordance with the current Caltrans "Instructions to Flagmen." The equipment shall be furnished and kept clean and in good working condition by the Contractor at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at this expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

All existing stop signs and street name signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the Engineer. Signs, which need not be maintained during construction or permanently relocated, shall be salvaged and returned to City Yard.

Temporary Traffic Lanes

1. Temporary control of traffic in work areas requires the provision of adequate street space to accommodate the traffic demands, particularly during peak traffic hours.
2. Temporary traffic lane requirements for construction activities in Arterial STREET may be specified on the permit, on the plans or in the specifications. These requirements constitute a part of the work and must be adhered to as rigidly as any other specification.
3. Construction activities on Arterial STREET shall be planned and scheduled to minimize interference with traffic. Except for emergencies, no construction work shall encroach into a moving lane of traffic between the hours of 4:30 PM to 7:30 AM unless otherwise authorized by the Engineer.

   No construction activities are allowed before 9:00 AM and no lane closures are allowed before 8:00 AM unless otherwise authorized by the Project Engineer or City Traffic Engineer. Any lanes closed shall be re-opened by 2:00 PM. Construction shall be scheduled in such a manner that the project site is completely cleaned, watered and/or swept by 2:30 PM.

   Any work activities before 7:30 AM and/or beyond 4:00 PM shall be considered as overtime, if allowed by the Engineer.
4. All temporary traffic lanes shall be a minimum of eleven feet in width at either direction unless otherwise authorized.

5. Suitable surfacing must be provided for the temporary traffic lanes in work areas. When traffic is diverted from the existing pavement, temporary surfacing shall be provided and shall be in conformance with the current standard specification for such work issued by the City.
6. Construction equipment not actively engaged in the work and employee vehicles shall not be parked near the work in such a manner as to further restrict or obstruct traffic flow. Vehicles and equipment in continuous or frequent use may be operated or parked in the same traffic lanes as the work obstruction.

Control, Warning and Guidance Devices

1. Devices fall into six categories: (1) Signs, (2) Barricades, (3) Delineators, (4) High Level Warning Devices, (5) Warning Lights and (6) Flashing Arrow Signs.

Sign Types

1. Traffic signs are classified into several functional groupings: construction, warning, guide and regulatory.
2. The use of "Regulatory" signs must be approved by the Engineer. When required, all such signs will be provided, installed and maintained by the Contractor.
3. Existing "Regulatory" signs within or adjacent to the work area must be maintained by the Contractor. If existing signs are not appropriate for traffic conditions in the work area, the Engineer must be notified to determine if signs shall be covered, replaced or relocated.
4. Temporary "No Parking" signs shall be installed and removed as directed by the Engineer.
5. Temporary "No Parking" signs shall not be posted on any tree, utility pole or traffic sign.

Sign Placement

1. The location of signs will depend upon alignment, grade, and location of street intersections and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted to resist displacement. The center of signs shall be at least four and one-half feet above the roadway. Vertical clearance for signs where pedestrian traffic is permitted shall be two feet. "Advance Warning" signs shall be located on the right hand side of traffic lanes.
2. All signs, which are to convey their messages during darkness, shall be reflectorized or illuminated.
3. No signs or supports shall bear any commercial advertising.
4. Warning, Guide and Regulatory signs normally shall be installed immediately before work is to commence and must be removed immediately after work is complete.
5. If at any time a sign is not required, it shall be covered or removed.
6. Construction signs shall be installed in accordance with Section D, General Traffic Controls.

Barricades

1. Barricades shall not be placed in a moving lane of traffic without advance warning, such as a high level warning devices and appropriate delineation.
2. Barricades shall be of three types: Type I, Type II, or Type III.

Delineators

1. All delineators used at night must be reflectorized adequately or internally luminated.
2. Opposing traffic shall be separated by delineators, traffic striping, or raised pavement markers.
3. Where traffic is diverted to the left of an existing double yellow centerline, into a painted median or into a left turn lane, delineators shall be utilized beyond the work area to return traffic to normal lanes.
4. Devices, which could roll into the adjacent traffic lane when hit, shall not be used.
5. Metal or wooden post mounted in concrete-filled buckets or on automobile wheels are examples of types, which are prohibited.
6. Maximum Recommended Delineator and Sign Placement

Traffic Speed	Merging Taper Length	Spacing Transition	Spacing Tangent	Signs Space Between and Advance of Taper
25 mph	125 ft.	25 ft.	25 ft.	100 ft.
30 mph	180 ft.	25 ft.	25 ft.	250 ft.
35 mph	245 ft.	25 ft.	25 ft.	250 ft.
40 mph	320 ft.	25 ft.	25 ft.	250 ft.
45 mph	540 ft.	25 ft.	25 ft.	350 ft.

High Level Warning Devices

1. High level warning devices shall be at least 9 feet high with legs, base or truck mounting designed to resist overturning.
2. Sandbags may be used to add weight to the base or legs.
3. High-level warning devices shall be equipped with a yoke at the top to accommodate at least three flags.
4. Flags shall be high visibility orange, with stays to keep flags extended.
5. Torn or dirty flags shall be immediately replaced.
6. High level warning devices are not permitted on Arterial STREET. Flashing arrow signs are required.

Warning Lights

1. Flashers shall be used only to outline the work area or to provide advance warning.

2. Flashers shall not be used to channelize traffic, to separate opposing traffic, or to delineate the path that traffic is to follow.

Flashing Arrow Signs

1. All flashing arrow signs shall meet the following requirements:

Type	Minimize Size	Minimum Number of Panel Lamps	Minimum Legibility Distance
II	36" x 72"	13	¾ mile
I	48" x 96"	15	1 mile

2. Flashing arrow signs are intended to supplement, not replace, other work area traffic control device.
3. Flashing arrow signs are required for each lane closure on an arterial street.

Pavement Striping/Markings

1. Restriping will be considered under the following conditions:

   a) Where traffic is diverted for extended periods.

   b) When traffic is to be diverted to the left of an existing double yellow centerline for two or more consecutive nights.

   c) When the work area is adjacent to an intersection and results in a transition within the intersection.

   d) When the traffic lane is continuously obstructed for more than 5 working days and traffic volumes require two or more lanes in a single direction.

   e) In other unusual situations when traffic and physical conditions require special treatment.

2. The Engineer shall determine the need for and extent of striping removal and restriping.
3. The installation of temporary striping or pavement markers will be the responsibility of the Contractor.

Pedestrian Traffic

1. When the work area encroaches upon a sidewalk, walkway or crosswalk area, special consideration must be given to the pedestrian safety.
2. A minimum of advance warning is required.
3. The pedestrian must be separated from the work area.
4. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices must be used to define the passageway.

5. Pedestrian walkways must be approved prior to installation by the Engineer.
6. Walkways shall be maintained at least four feet in width.
7. Minimum vertical clearance to any obstruction within the walkway must be two feet.
8. At no time shall pedestrians be diverted into a portion of the street without a physical barrier being provided, and in those areas where material can fall, the walkway shall be covered.
9. Appropriate signs and warning must be installed at the construction limits in advance of and crosswalk or pedestrian way that will be closed.

Flag Person Control

1. Flag person will be required:
   a) Where workers or equipment intermittently block a traffic lane.
   b) Where the traffic plan allows the use of one lane for two directions of traffic.
   c) Where the safety of the public and workers determines there is a need.
2. Flag persons should be stationed far enough from the work to slow down or stop vehicles before they enter the work area.
3. Flag persons shall wear orange jacket (vest) for daytime use and a reflectorized belt and harness for nighttime.
4. During daylight hours, flag person shall be equipped with a sign paddle and at night, they shall use a red light.

Pursuant to the provisions of Section 14005 of the California Government Code, and pursuant to the provisions of Section 21400 of the California Vehicle Code, that the signs, lights, and devices shall conform to the provisions of the "Manual of Traffic Controls for Construction and Maintenance Work Zones," issued by the Department of Transportation for the State of California.

G. PAYMENT

Payment for **Traffic Control** shall be made at the **Contract price bid per Lump Sum** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparation of traffic control plans, approval of traffic control plans, implementation of traffic control, including but not limited to, Construction Information Signs, electronic changeable message board signs, applying, maintaining and removing tape for temporary traffic stripes and pavement markings, complete in place, flashing arrow sign, as specified in these special provisions and as directed by the Engineer, and no additional compensation will be allowed therefore.

ARTICLE 15 - CONSTRUCTION YARD SITE

The proposed project is located in residential, office, industrial and open areas. CONTRACTOR shall at his expense, secure a site for storing materials, supplies, and equipment. It is the CONTRACTOR'S responsibility to secure a yard prior to the start of construction. Securing a site, although for this project, shall be agreed upon separately by the Contractor and Private Entity or Contractor and the City's Realtor Agent. Available vacant properties in the project area may not be zoned for a construction yard. It is recommended to check with the City's Planning Department for zoning. A conscious effort on the CONTRACTOR's part is required, that due regard to the rights of the public must be observed at all times. Possible obstruction and inconvenience shall be kept to the minimum.

If the CONTRACTOR pursues to enter in agreement with the City to use City or City leased property as a construction yard a temporary use permit is required with an application fee of $50.00. The application is subject to review and approval by the Realtor Agent from the Planning Department. Before moving in to the site, CONTRACTOR shall provide a certificate of insurance naming the City of Garden Grove as additional insureds from all liability. The construction yard site will become part of the project. All conditions and requirements of the project also apply to the construction yard.

Construction materials shall not be stored in streets, roads or highways for more than three (3) working days after unloading nor will the materials be stored in the streets over weekends and holidays. All materials or equipment not installed or used in the construction within three (3) working days after unloading shall be stored at the construction yard.

Construction equipment shall not be stored at the work site before its actual use on the work nor for more than three (3) working days after it is no longer needed on the work. All repairs or assembly of equipment that will take two (2) or more working days shall be done at the construction yard. All equipment and materials shall be stored at the yard during weekends and holidays, unless otherwise authorized by the Engineer.
Excavated materials shall not be stored in public streets, roads or highways. Excavated materials that may be suitable for backfill shall be stored at a site of CONTRACTOR's choice. The Engineer shall have a safe access to the site for purposes of inspection and testing at all times.

Full compensation for conforming to the requirements of this Article shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

ARTICLE 16 - PROTECTION AND RESTORATION OF EXISTING UTILITIES AND NON-HIGHWAY FACILITIES

Attention is directed to Sections 5-2 and 7-9 of the Standard Specifications and the following special provisions:

All utilities including water, gas, oil, telephone, electrical, cable TV fiber optic systems, traffic signals, sewer mains and services, storm drains and street light conduit and wires shall be protected in place, except as noted on the project plans.

Abandoned facilities are likely to be encountered on this project. Many abandoned facilities are not available through the public records nor will they be located by Underground Service Alert (USA), however if they are encountered, the abandoned facilities shall be saw cut and removed to accommodate the proposed construction. The facilities shall be capped or slurry backfilled as deemed appropriate by the Engineer. The CITY will pay for the transportation and disposal of such abandoned facilities and capping of such facilities on a time and materials basis in accordance with the Standard Specifications.

The CITY does not guarantee the accuracy of depth, size, type, material and location of all utilities shown on the plans or marked in the field by utility companies. Data was provided to the CITY based upon available records. It is to be used for information purposes only.

In order to provide lead time to resolve unforeseen utility conflicts, CONTRACTOR shall pot hole and ascertain the true location and depth of all underground utilities and services as shown or located within the lines of excavation and/or as marked by their respective owners in the field. All potholing shall be completed before CONTRACTOR will receive first progress payment or will be allowed to commence construction. Utilities marked in the field and not shown in the project plan shall be treated the same as if shown in the project plan. CONTRACTOR shall attempt to expose utilities by excavating an area three (3) feet in all directions around the location shown on the plans or marked in the field that may conflict with the proposed sewer main(s). Should the CONTRACTOR fail to locate the utility, CONTRACTOR shall immediately notify the utility purveyor and Engineer and the CONTRACTOR shall proceed on schedule. CONTRACTOR shall not be entitled to delays, damages or cost for failure to locate a utility by potholing. After exposing the utilities and if in the opinion of the CONTRACTOR a utility is in conflict with the proposed improvements, CONTRACTOR shall immediately notify the Engineer and allow utilities reasonable time to relocate, realign or remove their facilities at no additional cost to the CITY.

CONTRACTOR shall exercise extreme care in exposing, locating, supporting, protecting and working in the vicinity of existing utilities. CONTRACTOR shall hand dig within three feet (3') on all sides of these utilities; main lines, service lines and other utility appurtenances. CONTRACTOR shall arrange a compatible work schedule with all utility companies involved. CONTRACTOR's attention is also directed to overhead and above ground utilities and poles that exist within the project site that may not be shown on the project plans, but are visible in the field. All utilities above and underground must be protected in place, unless otherwise specified in the project plan.

The CONTRACTOR shall use extreme caution around all existing utilities, especially Southern California Gas, Southern California Edison and AT&T pipes and conduits. Furthermore, the CONTRACTOR shall indemnify and hold harmless the City of Garden Grove, the CITY, its officers, its board members, employees, and consultants from any and all claims, suits, or actions resulting from or arising out of any damage(s) caused to such utilities as a result of the CONTRACTOR's failure to adequately protect such utilities in place.

The CONTRACTOR will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if utilities are correctly located and shown on the plan. The CONTRACTOR, however, will be given an extension of time for unforeseen delays due to interferences by utilities. This work includes searching within three (3') feet on both sides of a marked utility in the field (not shown in the plans) that is not found or never existed.

All costs incurred for potholing, hand digging, exposing, locating, supporting, protecting, maintaining and providing reasonable time to relocate or resolve conflict of underground and above ground utilities, shall be included in the price bid for the various items of work and no additional compensation will be allowed.

The CONTRACTOR, prior to submitting his/her bid, shall first inquire from the utility owners listed regarding type of facility, line locations, size, material, manhole locations if any, specifications and requirements concerning the protection and support of their respective main, trunk lines, services lines and other appurtenances.

The CONTRACTOR is hereby notified that some waterlines in the CITY are steel encased. These encased waterlines are to be treated as asbestos concrete (AC) lines. If they are not supported they will collapse and all resulting damages and delays will be the sole responsibility of the CONTRACTOR and no additional compensation or time will be allowed. The costs of obtaining any required permits, protecting and supporting of all utility lines, including service and lateral lines shall be included in the various items of work and no additional compensation will be allowed. *No utility line shall be removed from service without written permission from the Engineer. If permitted, then it is the CONTRACTOR's responsibility to install temporary services as needed in the field and as approved by the Engineer at no cost to the CITY.*

CONTRACTOR shall notify the Underground Service Alert (USA) giving at least 2 working days notice --- (800) 422-4133.

The following is a list of utility companies and purveyors who may have underground utilities within the project right-of-way:

• City of Garden Grove, Sanitary District	(714) 741-5534
• City of Garden Grove Water Division	(714) 741-5349
• Garden Grove Traffic Division	(714) 741-5185
• AT&T	(714) 666-5692
• Crown Castle	(724) 416-2449
• Southern California Edison Co.	(714) 870-3219
• Southern California Gas Company	(714) 634-5067
• City of Santa Ana Public Works	(714) 647-5020
• Time Warner Cable	(714) 903-8446
• XO Communication	(949) 417-7841

Some of the above utilities and purveyors are not Underground Service Alert (USA) members. It shall be the CONTRACTOR's responsibility to call, notify and make certain that utilities have responded to his notification. Damage to utilities, caused by failure to notify, is the CONTRACTOR's sole responsibility.

The CONTRACTOR shall arrange and coordinate his work to permit utilities to make any necessary adjustments required by the construction of the various items in this contract.

CONTRACTOR shall also protect facilities in place as shown on the plans or as marked in the field, and "To be relocated by others", in both original and relocated positions and any damage to such facilities shall be immediately repaired at no cost to the CITY.

When damage occurs to existing utilities, CONTRACTOR shall notify the Owner of the Utility and the Engineer immediately and take whatever action necessary to mitigate further damage to the utility and the surrounding area.

The CONTRACTOR is notified therefore, that he is responsible and liable for all costs in rectifying damages to any utilities caused as a result of his operations. At the request of the CITY, costs in rectifying such damages can be withheld or deducted from the final progress payment due to CONTRACTOR at the discretion of the Engineer.

The CONTRACTOR is responsible for protecting water service connections, sewer laterals, telephone conduits, cable TV conduits, electrical conduits, traffic signal conduits and all other utility service connections whose location can be determined or inferred by buildings and other above-ground visible facilities such as valve boxes, manholes, vaults, pull boxes and the like in spite of the fact that they are not shown on the plans or marked in the field. Therefore, the CONTRACTOR shall establish the location of such utilities in the field and determine the cost of protecting or relocating those facilities in order to perform the work indicated in the contract documents and include that cost in his bid. The CONTRACTOR shall assume that every parcel, including a vacant parcel, is served by a service connection for each type of utility.
All existing improvements, including utilities, shall be protected in place unless otherwise shown on the contract plans or approved by the Engineer. All existing improvements damaged by the CONTRACTOR in the performance of his work shall be replaced in its original or better condition. This includes, but is not limited to landscaping, trees, irrigation lines, sprinklers, planters, foundations, walls, driveways, sidewalks, mailboxes, parking curbs, and utilities whether they are located on private property or within the public right-of-way.

Payment for protecting or removing and replacing all facilities, or coordinating utility adjustments, except for those items of work specifically included as separate bid items in the Bid Proposal shall **be considered as paid for in the various contract items** and no additional compensation will be allowed.

Private mailboxes, planters, and other facilities, etc. as shown on plans or within construction areas in the field shall be relocated by the CONTRACTOR. Payment for relocations shall be included in the various items of work and no additional compensation will be allowed.

ARTICLE 17 - EXISTING HIGHWAY FACILITIES

All work performed on existing highway facilities shall be done in accordance with applicable sections of the Standard Specifications and other portions of these special provisions with the following modifications and additions:

A. Miscellaneous Highway Facilities

Care shall be taken in all work performed in the removal of all traffic signs, devices, barricades, posts, barriers, and guard railings. Such devices, etc., shall be carefully removed by the CONTRACTOR as shown on the plans or as directed by the Engineer, cleaned of all adhering materials and shall be stockpiled within project limits for reuse.

Payment for all labor, materials, tools, and equipment used in removing, cleaning, transporting, relocating, and doing all the work involved shall be included by the CONTRACTOR in various bid items, and no additional compensation will be allowed.

B. Damaged Portland Cement Concrete Removal and Replacement

Portland Cement Concrete (PCC) damaged by the CONTRACTOR's operation shall be removed and replaced in kind. Work shall include all PCC curbs, gutters, cross gutters, spandrels, driveways, driveway approaches, slabs, sidewalks, decorative crosswalks, and all other miscellaneous PCC construction. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1 inch. Concrete sidewalk or driveway to be removed shall be neatly sawed in straight-line parallels either to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than forty-eight inches (48") in either length or width. If the saw cut in sidewalk or driveway would fall within forty-eight inches (48") of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within twelve inches (12") of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1 (one) inch on a neat line at right angles to the curb face. PCC and all other material unsuitable for use as fill, as determined by the Engineer, shall be removed from the right-of-way and disposed of by the CONTRACTOR at a site of his own choice and he shall pay all costs incidental to the disposal. Sharp edges left on concrete after saw cutting shall be ground in a manner acceptable to the Engineer.

Payment for portland cement concrete removal and replacement shall be included in the unit prices paid for the various items of work, that necessitated the PCC removal and no additional compensation will be allowed. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all the work involved in excavating, removing, replacing, breaking, crushing, saw cutting, backfilling, loading, hauling and disposing of all material, and performing all the work involved. All PCC replacement shall conform to City standards and be in kind.

C. Remove and Restore Traffic Striping, Signing, Legends, Pavement Markings and Pavement Markers

Existing pavement markers shall be removed and disposed of when no longer required for traffic lane delineation due to construction.

Existing striping and pavement markings shall be removed by sand blasting. Existing pavement markers shall be removed prior to installation of AC overlay or slurry seal.

Sandblasting shall be used for the removal of painted traffic stripes and pavement markings and for removal of objectionable material. If such removal operation is being performed within ten feet (10') of a lane occupied by public traffic, the residue including dust shall be

removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these special provisions shall relieve the CONTRACTOR from his responsibilities as provided in Section 7-10, "Public Convenience and Safety", of the Standard Specifications.

Any depressions or voids left in the roadway as a result of removing the existing raised pavement markers will be filled with hot bituminous adhesive or as directed by the Engineer.

CONTRACTOR shall provide cat tracks for review prior to final application of striping. The **City of Garden Grove** shall have 24 hours (1 working day) review time to provide corrections to, or approval of, the cat tracks. All existing striping shall be restriped to satisfaction of the Engineer.

Full compensation for removing, disposing and restoring, traffic stripes and pavement markings - including filling voids or depressions created by removing pavement markers, shall be included in the contract lump sum price for the traffic signing and striping and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and performing all work involved, and no additional compensation will be allowed.

D. Damaged Asphalt Concrete Pavement Removal and Replacement

Asphalt concrete ("A.C.") pavement shall be cut initially by saw cutting to full depth of A.C. at the limits of the removal prior to removal of A.C. A.C. damaged by the construction operation shall be removed and replaced as described in this provision at no cost to the CITY. After backfilling the excavation, the existing A.C. pavement shall be saw-cut again to full depth at a point not less than 12 inches outside the limits of removal as shown in the backfill and resurfacing detail. If the width of existing pavement between proposed A.C. saw cut and edge of adjacent P.C.C. curb and gutter is less than sixty (60) inches, this area shall be removed and new pavement shall be extended to the P.C.C. curb and gutter. All saw cuts should be along straight lines either parallel or perpendicular to line of removal. The use of pavement breaking equipment (stompers) is absolutely not allowed. The thickness of the existing A.C. pavement may be up to 12-inches thick.

The minimum street pavement replacement section for West Street and Chapman Avenue shall be existing plus one-half inch or 6-inches AC/11-inches AB, whichever is greater. The minimum street pavement replacement section for Wilken Way, Eugene Street, Candy Lane, Holyoak Lane, Timmy Lane and Debbie Lane shall be existing plus one-half inch or 4-inches AC/7-inches AB, whichever is greater.

Payment for replacement of pavement section shall be included in the unit prices paid for the various items of work, which caused such pavement section removal and no additional compensation will be allowed. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all the work involved

in replacing AC/ AB**,** street areas and areas damaged by construction and no additional compensation will be allowed.

ARTICLE 18 – CLEARING AND GRUBBING, REMOVALS AND RELOCATIONS

Clearing and grubbing shall conform to the provisions of Section 300 of the Standard Specifications with the following modifications:

Clearing and grubbing shall include, but not be limited to the following:

1. Project mobilization/demobilization

2. Removal and disposal of trees and shrubs, all natural and artificial objectionable materials such as logs, upturned stumps, roots of downed trees, brush, grass, plants, weeds and all other surface materials within the limits of construction area.

3. Tree branches, which may interfere with normal construction, shall be trimmed or removed. If tree branch is to be removed, it shall be cut off to the boles in a workmanlike manner. The CONTRACTOR shall remove additional tree branches under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. Scars resulting from the removal of branches shall be treated with a heavy coat of tree sealant approved by the Engineer.

4. Saw cut and removal of existing concrete structures including, but not limited to curb and gutter, median curb, cross gutter, spandrel, sidewalks, drainage channel, the removal of K-markers and relocation of traffic signs.

5. Grading, fill material, and compaction of fill material in the parkway areas, drainage channel and areas behind sidewalk.

6. Saw cutting and removal of existing asphalt concrete, aggregate base, native soil, PCC and reinforced PCC pavement as required to complete the project.

7. Abandonment of existing water service connections at the water main.

Payment for furnishing all labor, equipment, materials, tools, and incidentals used in performing clearing and grubbing and as mentioned in this Article shall be considered as included in the lump sum price paid for Clearing and Grubbing, including Mobilization and Demobilization, and no additional compensation will be allowed.

Tree Roots Removal

Work shall consist of removal of existing tree roots in conformance with Section 300 of the Standard Specifications. The CONTRACTOR shall be responsible for obtaining a suitable disposal site for this material and shall, upon request, file with the Engineer the written consent of the Owner of the property upon which he intends to dispose of such material.

Removal shall consist of removing tree roots 1-1/2 inches in diameter and larger.

Holes resulting from the removal of tree roots shall be backfilled with soil from the surrounding area the same day the tree roots are removed and compacted to a minimum relative compaction of ninety percent (90%).

All removed tree roots shall be removed from the project site the same day.

Stockpiling of materials within the right-of-way, City parking lots, or other City-improved property shall not be allowed unless approved by the Engineer in writing.

Tree roots shall be removed in such a manner as not to injure or damage adjacent improvements, which are to remain in place. The CONTRACTOR shall not remove or damage fences adjoining property outside of the contract limits or City right-of-way. The CONTRACTOR shall exercise care in the protection of said fences and shall repair any damage caused by his operations.

No burning of materials will be permitted on the project site.

Payment for removal of existing tree roots shall be considered as included in the lump sum bid for Clearing and Grubbing, including Mobilization and Demobilization. It shall include full compensation for all labor, tools, equipment, incidentals, disposal of resulting material and for doing all the work involved in tree roots removal as required in the field, per these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed.

Irrigation System Relocation

All irrigation systems disturbed by the construction operation shall be relocated to behind the right-of-way line. Relocated systems shall be operable and provide full coverage of the areas serviced by the system.

Existing system components may be reused as much as possible. However, new materials may be required to create a complete and working system and the expense shall be borne by the CONTRACTOR. Acceptability of the relocated system will be judged by its performance as described above.

The CONTRACTOR shall bear the cost of replacement of any parts lost or damaged during the construction operations.

Payment for irrigation system relocation shall be considered as included in the lump sum price bid for Clearing and Grubbing, including Mobilization and Demobilization, and no additional compensation will be allowed.

Clearing, grubbing, miscellaneous removals, and relocations shall be paid for under the lump sum item for Clearing and Grubbing and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in clearing, grubbing, removing, relocating and disposing of all the resulting materials. It also includes the removal of cross gutters, spandrel, curb and gutter, side walk, drive approach, PCC, abandon existing water services at main, replanting and reseeding, as shown on the Plans, as required in the field, as specified in these Specifications and Special Provisions, and as directed by the Engineer.

ARTICLE 19 - SHEETING, SHORING, AND BRACING

All trenches and other excavation, shall be adequately shored, sheeted, or braced to furnish safe working conditions and ample protection of the work and adjacent utilities, structures, and traffic. Shoring may also be required to provide for the temporary traffic lanes. The CONTRACTOR shall also furnish and place at his own expense, additional sheeting, shoring and bracing not shown on the plans, but required to protect newly-built work and all adjacent utilities and neighboring structures from damage and to comply with all rules, orders, and regulations of the Division of Industrial Safety Department of Industrial Relations of the State of California. Engineered shoring plans signed by a registered structural engineer, State of California, shall be included in the shop drawings.

Where conditions permit, and only as approved by the Engineer, a sliding shield may be used in lieu of the specified sheeting in areas where sheeting is not required for traffic safety. However, the design of a sliding shield shall be approved by Division of Industrial Safety Department of Industrial Relations of the State of California prior to use.

Bracing shall be arranged so as not to place a strain on portions of completed work until the construction has proceeded far enough, in the opinion of the Engineer, to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the CONTRACTOR shall be responsible for all damage to newly built work, and adjacent structures. Any damage to new or existing utilities or structures, whatsoever, occurring due to failure, lack of or improper sheeting or bracing shall be repaired by the CONTRACTOR at his own expense.

In addition, the CONTRACTOR shall submit to the CITY a copy of the CAL OSHA permit along with a detailed plan showing the design of shoring, bracing, sloping or other provision to be made for worker protection in accordance with Section 6422 of the Labor Code. If such plan varies from the shoring system standards established by the State of California Construction Safety Orders, a registered Civil or Structural Engineer shall prepare, wet stamp and sign the plans. The safety of the shoring, bracing, or protection installed or provided is the responsibility of the CONTRACTOR. The CONTRACTOR and his Engineer shall in no way be relieved of their legal or professional responsibilities by CITY's acceptance of shoring plans for safety of excavations.

The CONTRACTOR shall take special precautions near water main and appurtenance, sanitary sewer, sewer manholes, and curb and gutter because of the sandy soil encountered and the proximity to the sewer trench. If the water main, sewer line, manholes, curb and gutter that closely parallel the trench slough into the trench, all repairs will be at the CONTRACTOR's expense.

Full compensation for sheeting, shoring and bracing and for complying with all requirements of this Article shall be included in the **price bid per linear foot of Water Pipe (Bid Items 2, 3, 4 & 5)** and shall include full compensation for furnishing all labor, tools, equipment, materials, incidentals, and doing all work involved and no additional compensation will be allowed.

ARTICLE 20 - PIPELINE AND STRUCTURE EXCAVATION, BACKFILL AND TRENCH BOTTOM PREPARATION

Excavation and haul away shall be performed in conformance with the applicable portions of Sections 300, 301, and 306 of the Standard Specifications with the following modifications:

All trenches for **water** lines shall be backfilled immediately after the pipe has been laid and inspected, and as soon as permitted under the specifications.

For this project, CONTRACTOR shall regulate his rate of excavation so that the length of open trench shall not exceed **300 feet** unless otherwise approved by the Engineer.

Open trench, as referred to herein, is defined as all excavations made for the permanent installations required on the project, which have not been completely backfilled, as required elsewhere in these specifications and in which either temporary or permanent paving has not been placed, except as otherwise specified in these specifications.

For cases where the area surrounding the trench is to be resurfaced with asphalt concrete under this contract, and on the course under the wearing surface that are subject with vehicular traffic, such course shall be constructed so as to, in the opinion of the Engineer, provide smooth-riding qualities at the posted speed limit and shall not be a hazard to vehicular traffic.

In all cases, surfacing must provide a smooth ride quality and be maintained as such until final surfacing.

Additional lengths of open trench may be permitted by the Engineer for such circumstances as unusual dewatering operations, setting of piles in advance of excavation, or in the event of unforeseen conditions, should it be considered to be in the best interest of the CITY.

All open trenches shall be surrounded by barricades and concrete “K” railing. Unless otherwise specified, barricade shall be placed in accordance with the "MODEL WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH)" as prepared by the Uniform Ordinances and Practices Committee of the Southern California Chapter, American Public Works Association. Such open trench areas shall not be opened for vehicular use of the public until temporary or permanent pavement has been placed to provide a smooth surface for vehicular travel. Areas that are opened for use of the public shall be maintained by the CONTRACTOR to provide a smooth surface until the final wearing surface is placed.

Failure by the CONTRACTOR to comply with the limitations specified herein, or as may be specifically authorized by the Engineer, may result in a written order from the Engineer to halt progress of the work until such time as compliance with this subsection has been achieved and the work can be prosecuted in an orderly sequence of operations. All costs to secure and maintain the work site to meet public safety and traffic control requirements of these specifications shall be borne by the CONTRACTOR.

All pipe zone backfill shall meet or exceed S.E. 30, and shall be thoroughly compacted by tamping or vibrating and may be jetted with water, working from the bottom of the trench upward to the level at least twelve inches (12") above the top of the pipe. Cohesive backfill materials above 12" from top of pipe shall be moistened to optimum moisture content and each layer solidly compacted with the proper tools so as not to injure or disturb the pipe. Cohesive backfill shall not be compacted by flooding or jetting.

All materials not suitable shall become the property of the CONTRACTOR and shall be disposed of off the project site, in accordance with the provisions of Section 300 of the Standard Specifications.

Payment for the disposal of the not suitable material off site and additional placement of pipe zone materials meeting or exceeding S.E. 30 shall be paid at **the unit price bid per ton for additional pipe zone materials and disposal of not suitable materials** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for removal, transport, and disposal as required and as directed by the Engineer.

Payment for excavation, backfill and trench bottom preparation shall be paid at the **price bid per linear foot of Water Pipe (Bid Items 2, 3, 4 & 5)**, and no additional compensation will be allowed.

The Trench bottom shall be compacted to a minimum density of not less than ninety percent (90%) of maximum density at optimum moisture content. Should the Soils Technician determine in the field that this is not possible, the Engineer will direct the CONTRACTOR to over-excavate and place additional bedding materials as described in Section 7, **ARTICLE 21** of these provisions and as shown on the plans. Additional bedding for subgrade stabilization shall not be measured as part of the standard pipe bedding per detail on plans.

ARTICLE 21 - ADDITIONAL OVER-EXCAVATION AND 3/4" (INCH) CRUSHED ROCK BEDDING

No provision in this Article shall relieve the CONTRACTOR from properly dewatering and preparing the trench bottom as specified in other Articles in this document. Any soft, spongy, uncompactable or unstable material in the bottom of the trench, *per the Soils Technician*, shall be removed to a depth up to 18" (inches) and replaced with 3/4-inch crushed rock and tamped to provide a firm and stable foundation. Should this solution fail to stabilize the subgrade, in the opinion of the Engineer, all pipe laying operations shall stop until an acceptable solution to all parties is achieved. Any alleged resulting delays and costs shall be submitted by CONTRACTOR in accordance with Article 1 of the Special Provisions. CONTRACTOR shall minimize and mitigate any potential additional costs including, but not limited to, any resulting idle time for equipment and acknowledges that in order to do so, CONTRACTOR may be directed to continue operations in other locations.

Payment for the additional over-excavation, disposal of the material off site and placement of 3/4-inch crushed rock bedding shall be paid at the **unit price bid per ton for 3/4-inch crushed rock** used and shall include full compensation for furnishing all labor, materials (including water in the material at the time of weighing as provided in Section 9, "Measurement and Payment"), tools, equipment, and incidentals, and for doing all the work involved in constructing crushed rock

bedding complete in place, as required in the field, as specified in these special provisions, and as directed by the Engineer.

The CONTRACTOR shall furnish to the CITY Inspector a legible copy of a licensed weigh master's certificate showing net weight of 3/4-inch crushed rock in the truck load. The labeled certificate must be delivered to the CITY Inspector on-site on the same day that the 3/4-inch crushed rock is delivered. If any of these conditions are not met, the CITY will not allow payment for this item.

ARTICLE 22 – TEMPORARY OFFSET

Temporary off-set shall conform to the CITY standard specifications and plans (Detail 10, Sheet 9). PVC pipes shall be used for all temporary off-sets. Payment for temporary off-set shall be included in the **contract unit price for the Temporary Off-Set** and shall include full compensation for furnishing all labor, material tools, equipment, and incidentals, and performing all work involved. No additional compensation will be allowed.

ARTICLE 23 – FIELD WELDING OF STEEL WATER PIPE, STEEL WATER PIPE, CEMENT-MORTAR PROTECTIVE LINING AND COATING FOR STEEL WATER PIPE AND STEEL PIPE FLANGES

Welded steel pipe and fittings shall be manufactured of steel plate with a minimum of ¼-inch thickness for 6-inch pipe and larger. The suppliers shall be responsible to provide the minimum pipe thickness size as required by AWWA M11 corresponding with the required pressure shown on these plans and minimum thickness noted in these specifications. For all piping and fittings within the limits of the buildings or vaults, including all buried and above grade pipelines, the thickness shall not be less than 3/8 of an inch. Pipe materials, fabrication and shop testing of straight pipe shall conform to the requirements of the AWWA C200. All outlets, four inches in diameter and larger shall be provided with reinforcing designed for the water working pressure specified or shown. Shop drawings of all welded steel pipe and fittings, three inches in diameter and larger, shall be furnished in accordance with General Specifications. Unless otherwise provided, the nominal diameter shown shall be considered to be the inside diameter after lining.

Steel welding fittings shall conform to the requirements of ASTM A234.

Flanges where the design pressure is 275 psi or less shall conform either to AWWA C207 Class E or ASME B16.5 150-lb class. Where the design pressure is greater than 275 psi, flanges shall conform to AWWA C207 Class F or ASME B16.1, Class 250. All pipe and flanges shall be as noted on the plans. Flanges shall have flat faces. Pipe flanges shall be attached with bolt holes straddling the vertical axis of the pipe unless otherwise shown. Attachment of the flanges to the pipe shall conform to the applicable requirements of the above-referenced AWWA C207. All pipe flanges shall match the pipe inner diameter and the flanges shall be lined in accordance with steel welding fittings (ASTM A234).

All hand welding shall be done by welders certified in accordance with ASME "Boiler and Pressure Vessel Code", Section IX or AWWA C206.

Welded steel pipe and fittings shall be lined with cement mortar in accordance with AWWA C205.

All buried welded steel pipe and fittings shall be coated with cement mortar in accordance with AWWA C205

At all times when pipe laying is not in progress, the open end of the pipe shall be closed with a tight-fitting cap or plug to prevent the entrance of foreign matter into the pipe. These provisions shall apply during the break periods as well as overnight. In no event shall the pipeline be used as a drain for removing water which has infiltrated into the trench. The Contractor shall maintain the inside of the pipe free from foreign materials and in a clean and sanitary condition. When the work requires and the size of the pipe allows entry of personnel into the pipe, the Contractor shall comply with all Federal and State regulations for confined space entry. Work inside pipelines shall not be undertaken until all the tests and safety provisions of the Code of Federal Regulations 1910.146 and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5159 for confined space entry have been performed and the area is verified as safe to enter.

The pipe sections shall be laid in place to true alignment and grade in accordance with the plans. Special care shall be taken in placing the pipe and making the field joints.

Bell holes of ample size shall be dug where they are to be welded. Joints to be field-welded shall be done by welders certified for this Contract in accordance with AWWA C206.

When installing mortar-lined pipe, before the spigot is inserted into the bell, the bell end of the pipe shall be daubed with mortar containing 1 part lumnite cement of not more than 3 parts of sand, inserted into the bell and forced to the bottom of the bell. Excess mortar on the inside shall be swabbed out.

When installing mortar coated pipe, after the welding is completed and inspected by City, the outside annular space between pipe sections shall be completely filled with grout. The grout shall be poured in such a manner that all exposed portions of the metal joint shall be completely protected with cement mortar. Grout used on the outside of joints shall be mixture of 1 part of cement to 3 parts of sand, by weight, and shall be sufficiently fluid to permit to be poured into the joint space. It shall be poured down one side of the pipe and allowed to flow up the other side. The outside mortar joints shall be properly formed by the use of heavy-duty diapers.

Where butt-straps or closure pieces are used, both the interior and exterior surfaces of the butt-straps or closure pieces shall be given a coating equivalent to the factory-applied cement mortar or enamel coating of the adjoining pipe sections. Any exterior cement mortar coating in such cases shall be reinforced with wire mesh. Any interior cement mortar lining shall be similarly reinforced where the exposed length of the butt-strap or closure piece, as measured between the ends of connected pipe section, exceeds 4-inches

Payment for connection to welded steel main including welding on site, lining, coating and all labor, equipment, machinery and material necessary to complete this work shall be included in the price bid **per each location (Bid Item 10).**

ARTICLE 24 – PCC IMPROVEMENTS

All PCC construction work for this article shall conform to Sections 15, 73 and 90 of the Caltrans Standard Specifications. Sub-grade materials shall be compacted to a minimum relative compaction of 95 percent.

All PCC removal work shall conform to Sections 15 of the Standard Specifications and shall be included as part of the related PCC construction item. ***Contractor shall extend concrete removal limits to the nearest joint line or score line unless otherwise directed by the Engineer.*** The use of pavement breaking equipment (stomper) is not permitted. No additional compensation will be allowed therefore.

All excavations shall be backfilled as soon as permitted under the specifications so that when the job is closed for the day, the open excavation will be kept at a minimum and adjacent utilities will receive maximum backfill support.

The Contractor shall also cut and remove any tree roots encountered within construction limits to at least six (6) inches below the subgrade. Removal of roots shall be included under **Mobilization Including Clearing and Grubbing.** No additional compensation will be allowed.

Removal of excess concrete to create tree well size as shown on plans shall be included under **Mobilization Including Clearing and Grubbing** and No additional compensation will be allowed.

PCC improvements shall be constructed per the following standard plan and per these special provisions:

PCC Improvement Item	Garden Grove Std Plan
Sidewalk	B-106
Curb and Gutter	B-113
Alley and Alley Apron	B-118
Cross Gutter/Spandrel/Splash Pad	B-119
Drive Approach	B-121
Curb Ramp / Curb Ramp	CALTRANS Std Plan A88A

Payment for aggregate base and AC slot patch shall be included as part of the related PCC construction item. No additional compensation will be allowed therefore.

Concrete mix design shall be per SSPWC (latest edition) Section 201-1 "Portland Cement Concrete", 303-5 and modified as follows:

All concrete shall have a maximum slump of 4” and the same brand, type and source of cement and aggregate shall be used for all Portland Cement Concrete.
No color compounds, etching chemicals or other related construction materials will be allowed to migrate onto adjacent AC pavement surfaces or to flow into adjacent drainage inlets. The Contractor

shall be required to mask the adjacent AC pavement areas and place an impermeable fabric secured by gravel bags across the openings of all catch basin openings prior to beginning any PCC improvement work with the potential to generate hazardous materials or otherwise negatively affect the local water quality.

Contractor shall paint house addresses where contractor removed existing curb and constructed new curb.

Contractor shall paint curb face and top of curb red where contractor removed existing curb and constructed new curb.

Payment for **Remove Existing and Construct PCC Curb and Gutter, Type C-8** shall be made at the Contract unit price bid per **Linear Foot (Bid Item 25)** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete work, including all saw cutting and related PCC removals and excavation, subgrade preparation, compaction, grading, backfill, formwork, and aggregate base material and placement. No additional compensation will be allowed therefore.

Payment for **Remove Existing and Construct New PCC Sidewalk, Cross Gutter and Spandrel** shall be made at the Contract unit price bid per **Square Foot (Bid Item 26, 27 & 28)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete work, including all saw cutting and related PCC removals and excavation, subgrade preparation, compaction, grading, backfill, aggregate base material placement and compaction, formwork and adjustment of utility covers to the new grades. No additional compensation will be allowed therefore.

Payment for grind existing PCC shall be included in the bid item **Mobilization/Demobilization including Clearing and Grubbing** as shown in the bid proposal.

Minor Concrete Structures:

Catch basin inlet structures with outlet connection, local depression, junction structures (pipe and box), pipe to box and other transition structures, reinforced concrete box structures, junction structure with manhole, sewer manholes, storm drain manholes, and concrete collars shall be classified as minor structures and shall conform to Sections 201 and 303 of the Standard Specifications with the following additions:

The sizes and placement of all reinforcement shall be as shown on the standard plans or plan details and no substitution shall be allowed unless otherwise directed by the Engineer.

Curing of the minor structures shall be by any method allowed in Section 303-1.10 of the Standard Specifications. Full compensation for curing concrete shall be considered to be included in the contract price per each item and no additional compensation will be allowed.

Payment for metal frame and cover used in the minor concrete structures shall be considered to be paid for in the contract price per each item and no additional compensation will be allowed.

Precast items set on base constructed of cast-in-place concrete shall have either the lower course of precast units set in the concrete base prior to the time of the initial set of the base concrete and shall be worked so that the precast items are firmly embedded in the upper surface of the base concrete, or the precast items shall be set on a full bed of cement mortar. Each precast concrete manhole and/or vault unit shall be set on a full bed of cement mortar unless specifically indicated otherwise.

Precast units shall be subject to inspection both at the time they are delivered at the job site and again after they have been installed in the work. Any units showing evidence of full depth cracks, large chips, exposed reinforced steel, or other imperfections which would impair the usefulness or structural integrity of the items to be constructed will be rejected and shall be removed from the job site by the CONTRACTOR and replaced with acceptable units, all at the expense of the CONTRACTOR.

Manhole frames and covers shall be adjusted to the ultimate finish surface grade upon completion of work. In the event finish surface is higher than the interim pavement surface the CONTRACTOR shall taper the pavement surface to provide a smooth riding surface until ultimate finish surface is placed. Compensation for manhole or vault frame and covers adjustment shall be included in the contract bid price per each item.

Payment for minor concrete structures shall be made per each item or as specified in these special provisions. Said payment shall include full compensation for furnishing all labor, materials (including concrete, reinforcing steel, metal frame and cover, form work, dowels, and any other miscellaneous iron work or steel required), cast iron pipe, excavation, backfill, backfill compaction, tools, equipment, removal and replacement in kind of existing sidewalks and curbs, incidentals, shoring and for performing all work shown on the plans, and no additional compensation will be allowed.

Structures:

Structures shall conform to Section 303 of the Standard Specifications. Reinforcing steel shall be grade 60. Concrete to be used for all manholes shall be a high early strength (7 sack mix with 1% calcium chloride), attaining a 7-day compressive strength of 3,000 psi. The CONTRACTOR shall submit a copy of the certified concrete mix design to the Engineer. No concrete shall be placed prior to the Engineer's written approval of the mix design.

The CONTRACTOR shall make every reasonable effort to construct these structures as expeditiously as possible. Additional cement shall be added to the concrete, not exceeding 700 lb./cy to obtain high early strength, attaining a 7-day compressive strength of 3,000 psi. Temporary bracing shall be placed within the structure to permit backfilling after concrete has set up.

Payment for Structures will be made at the contract price per each item, and includes the structures, complete in place including labor, materials, excavation backfill, and additional cement, when necessary.

ARTICLE 25 - STRUCTURE BACKFILL

Structure Backfill shall conform to the provisions of Section 300 of the Standard Specifications except as modified herein.

All excavations shall be backfilled as soon as permitted under the specifications so that when the job is closed for the day the open excavation will be kept at a minimum and adjacent utilities will receive a maximum backfill support.

Payment for Structure Backfill and compaction, protection and barricading, and for complying with all requirements of this Article shall be included in the unit price paid for the specified items of construction requiring structure backfill, and shall include full compensation for furnishing all labor, tools, equipment, and materials and doing all work involved, and no additional compensation will be allowed.

ARTICLE 26 - MANHOLE AND WATER VALVE CAN ADJUSTMENTS

All adjustment work shall be performed in accordance with Section 301-1.6 and 302-5.8 of the Standard Specifications with the following modifications and additions:

I. Water Valve Can Adjustment and/or Reconstruction

Existing water valve cans disturbed by the construction operation or as directed by the Engineer, (due to the variations in trenching style, no attempt on the plans is made to indicate extent of valve can work) are to be adjusted/or reconstructed to finished grade in accordance with the applicable portions of the Standard Specifications and these Special Provisions.

Water valve can reconstruction and/or adjustment shall meet the City of Garden Grove Public Works Department specifications for water systems, specifically Standard Plan B-752 and 753 Gate Valve Can Assembly.

Adjust shall mean to lower or raise existing valve cover and valve can cover to final grade of pavement. When necessary, replace and include in the bid price the cost of new valve can assembly, which is available and can be purchased from Garden Grove Water Department.

Payment for adjusting and/or reconstructing the water valve can to finished grade shall be included in the unit prices paid for the various items of work in the bid proposal. Said payment shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in reconstructing and/or adjusting the valve cans to grade, including all excavation, backfill and replacement of pavement section, and no additional compensation will be allowed.

ARTICLE 27 – ROADWAY EXCAVATION AND SUBGRADE PREPARATION (OUTSIDE OF WORKING TRENCH –T-CUT)

Excavation and haul away shall be performed in conformance with the applicable portions of Sections 9, 15 and 19 of the Standard Specifications with the following modifications:

Roadway excavation shall include the areas shown on the plans or as determined in the field by the engineer. These excavations shall be to a depth necessary to permit placement of the new pavement section and other structures as shown on the Contract plans.

At the time of construction, additional areas of the street may have failed. These areas shall be removed and reconstructed and as directed by the Engineer. The calculated volume will be added or deleted to the original bid quantities in cubic yards.

The Contractor shall excavate a length of section of roadway not to exceed the amount of removal and placement of aggregate base and asphalt concrete base course that can be completed within the same working day.

Where a join is to be made between existing and new pavement sections, the Contractor shall saw cut the existing section by a method which will leave a uniform pavement and undisturbed base. The preparation of existing pavement, surfacing, or base which is to be either fully or partially salvaged shall be done as shown on the plans or as directed by the Engineer.

The use of pavement breaking equipment (stomper) is not permitted. The cost of saw cutting the existing pavement shall be considered as included in the unit price per cubic yard of roadway excavation.

All excavations shall be backfilled as soon as permitted under the specifications so that when the job is closed for the day, the open excavation will be kept at a minimum and adjacent utilities will receive maximum backfill support.

Subgrade preparation shall conform to the provisions listed under Section 19 5.03 of the Standard Specifications with the following modifications:

When the original ground within 0.5 foot of the grading plane for a width equal to the width of the grading plane has a relative compaction of less than 95 percent, the subgrade shall be prepared and compacted in accordance with the provisions of Section 19 of the Standard Specifications. When the original ground in the shoulder areas within 0.5 foot of finished grade has a relative compaction of not less than 90 percent, said areas shall be compacted to a relative compaction of not less than 95 percent.

Backfill shall be carried up simultaneously and compacted in uniform layers.

The Contractor shall also cut and remove any tree roots encountered within construction limits to at least six (6) inches below the subgrade.

When it becomes necessary to overexcavate, due to buried concrete structures, oversize rocks or boulders, contaminated materials, any soft, spongy or pumping subgrade and other interfering

objects, the Contractor shall then overexcavate those areas to a depth and width to be determined by the Engineer. Payment for overexcavation shall be determined from the theoretical volume in cubic yards of overexcavation added to the Contract bid item of roadway excavation. If overexcavation at subgrade is necessary, the Contractor shall not be compensated for the time required to remove undesirable material(s). The time, if required, shall be a part of the Contract bid item of roadway excavation and no additional compensation will be allowed therefore. Aggregate base or asphalt concrete materials shall be used in backfilling of voids left by said removals and quantities will be added to the Contract bid item of aggregate base or asphalt concrete.

The relative compaction of all embankment areas, except shoulder areas, within 0.5 feet of the grading plane shall not be less than 90 percent in lieu of the provisions of Section 19-6.02 of the Standard Specifications requiring not less than 95 percent relative compaction with 2.5 feet of finished grade.

The cost of making compaction tests shall be borne by the City when results indicate compliance with the specifications; otherwise, the expense of such tests shall be borne by the Contractor. All compaction tests shall be conducted by Caltrans Certified Laboratory.

Payment for **Roadway Excavation** shall be made at the contract unit price per **cubic yard** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals used in subgrade preparation, compaction, grading, embankment and backfill, removal, disposal of surplus earth, asphalt concrete, and aggregate base, stockpiling the suitable surplus excavated material, backfilling any suitable surplus material, and backfill and grade preparation, and no additional compensation will be allowed therefore.

The Contractor is also advised that in the excavation areas abandoned utility lines, hidden and abandoned concrete structures, slurry concrete encasement, abandoned storm drain and sewer pipes, concrete slabs and full depth asphalt of unknown thickness may be encountered that will need to be removed and disposed. The Contractor, therefore, shall include in his/her bid the costs for handling, removing and disposing of the above-mentioned conditions in the Contract price per cubic yard of roadway excavation and no additional compensation will be allowed therefor.

II. Manhole Adjustment and/or Reconstruction

Existing manholes disturbed by the construction operation or as directed by the Engineer, are to be adjusted or reconstructed to finished grade in accordance with the applicable portions of the Standard Specifications and these Special Provisions. *(Due to the variations in trenching style, no attempt on the plans is made to indicate extent of manhole adjustment work)*

Manhole adjustment or reconstruction shall be done per the Garden Grove Sanitary District, Standard Plan S-100 and S-103, and/or the Orange County Sanitation City Standard Drawing (S-055) as required.

In areas to be resurfaced, the method of adjusting shall be as follows:

i. Upon completion of resurfacing, circular holes shall be cut in the wearing surface where the manholes exist. Circular hole shall be 24-inches greater than the manhole cover.

ii. The manhole frame and cover shall then be raised to the proper finished grade, and 12-inch thickness of 470-C-2500 concrete with a maximum slump of 4" shall be placed around the periphery of the manhole to within two inches (2") of finished grade. A 2-inch thickness of asphalt concrete shall then be placed on the PCC to bring surface to finished grade. The requirements for 470-C-2500 concrete can be found in Section 201-1 of the Standard Specifications.

Payment for adjusting or reconstructing manholes due to construction operations to proposed finished grade shall be included in the prices paid for the various items of work in the bid proposal. Said payment shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in adjusting or reconstructing the manhole to grade, including all excavation, backfill, replacement of PCC and pavement section, and no additional compensation will be allowed.

ARTICLE 28 - AGGREGATE BASE

Aggregate base shall conform to the provisions for "Crushed Aggregate Base" as specified in Section 200-2.2 of the Standard Specifications and these Special Provisions. Processed miscellaneous base or asphalt containing base will not be allowed.

Sand equivalent by Test Method No. California 217 shall be a minimum of SE 50.

At the time aggregate base is spread, it shall have a moisture content sufficient to obtain the required compaction. Such moisture shall be uniformly distributed throughout the material.

Aggregate base material shall be spread upon prepared subgrade by means of approved spreading devices which will deposit a uniform layer. After spreading as specified above, the material shall be shaped to the requirements of Section 301-2.2 of the Standard Specifications. Motor graders may be used for the aforementioned shaping. Tailgate spreading by dump trucks of material will not be permitted except for spot dumping and in areas not readily accessible to approved spreading devices.

Relative compaction of the aggregate base material shall not be less than 95 percent.

Payment for aggregate base material and work at the working trench and t-cap/t-cut shall be included in the contract unit price bid per linear foot of Water Pipe (Bid Item 2, 3, 4 & 5) with the other contract items and no additional compensation will be allowed.

ARTICLE 29 - ASPHALT CONCRETE

The asphalt concrete material used for all areas shall comply with the requirements of the Standard Specifications for Public Works Construction, 2018 (or latest edition). The specific type

of material used for each type of construction shall comply with the table below. The contractor may supply asphalt concrete materials containing Recycled Asphalt Pavement (RAP) in accordance with the Standard Specifications except the maximum percentage of RAP shall be limited to 15 percent of the mix for base course asphalt only. No RAP will be allowed in the surface course mix. Asphalt binder content in the pavement shall be determined by the asphalt mix design$^{\omega}$ requirements of the SSPWC, Section 203-6.2, 2018.

Requirement for Asphalt Concrete Material Type			
	Leveling Course	Surface Course	Base Course
Pavement Thickness (inches):	<1	>1 and ≤3	>3
SSPWC Material Type (for use in C2 or ARHM Surface Course) $^{\omega}$:	DPG*	C2** ARHM***	-
SSPWC Material Type (for use in AC Base, Note: Min. base course thickness is 3"):$^{\Phi}$	-	-	BPG****

This work shall consist of furnishing and mixing aggregate binder at a central mixing plant and spreading and compacting the mixture to the dimensions indicated on the Plans, shown in these Special Provisions and to the grades as established by the Engineer.

Asphalt concrete shall be **Type III-B2 with no reclaimed asphalt pavement (RAP)** for base course (unless approved by the Engineer/Inspector) and **Type III-C3 with no reclaimed asphalt pavement (RAP) for surface course.**

Asphalt concrete shall be ¾-inch maximum course for base course and ½-inch maximum course for surface courses and shall conform to the applicable portions of Section 39 of the Standard Specifications with the following modifications:

The ¾-inch mineral aggregate for the base course and the ½-inch aggregate for the surface course shall conform to the following grading requirements:

Base Course (3/4" aggregate)			**Surface Course (1/2" aggregate)**		
Sieve Sizes	Individual Test Result	Moving Average	Sieve Sizes	Individual Test Result	Moving Average
1"	100	100	3/4"	100	100
3/4"	87-100	90-100	1/2"	89-100	95-100
3/8"	50-80	60-75	3/8"	70-94	75-90
No. 4	30-60	40-55	No. 4	44-72	50-67
No. 8	22-44	27-40	No. 8	32-60	38-55
No. 30	8-26	12-22	No. 30	14-38	18-33
No. 200	1-8	3-6	No. 200	0-10	4-8
Asphalt %	±5.4		Asphalt %	±5.8	

The **Surface Course** asphalt concrete shall be dense graded with 2% rubber latex. The following requirements shall also apply:

1. Grade for Asphalt binder shall normally **be PG-64-10**.

2. The County of Orange RDMD Materials Lab or approved lab will determine the exact asphalt percentage after the supplier is known.

3. Two percent (2%) rubber latex solids by weight of the asphalt cement shall be added at the Pub Mill with the asphalt cement during the mixing cycle.

4. The CONTRACTOR shall submit the certified mix design to the City of Garden Grove for approval prior to use. No asphalt concrete shall be placed without the Engineer's written approval of the mix design.

The **Base Course** shall have a **viscosity grade of PG-64-10** or as approved by the Engineer. The CONTRACTOR shall submit the certified mix design to the City prior to placement. The base and leveling shall be spread and shaped in layers, and surface courses shall be spread and shaped in layers, with an ***asphalt-paving machine***. The base course must be allowed to cool to 150° maximum before placement of the finish course shall begin. Each lane of the surface course, once commenced, shall be placed without interruption.

Asphalt shall not be heated during the process of its manufacture or during construction to cause injury as evidenced by the formation of carbonized particles.

During the process of the work no change affecting the uniformity of the asphalt shall be made in either the source of crude stock or the method of manufacture without notifying the Engineer of such proposed change and obtaining his approval.

Tarpaulins shall be used to cover all loads of asphalt concrete from plant to project site.
A steam refined paving asphalt of viscosity grade PG-64-10 shall be used as the asphalt binder. This shall conform to the provisions of Section 203 of the Standard Specifications, amended as follows: The viscosity grade of paving asphalt will be PG-64-10 determined by the Engineer. Grades of asphalt shall conform to the requirements set forth in the following table:

Performance Grade Asphalt						
Property	AASHTO Test Method	Specification Grade				
		PG 58-22 [a]	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T48	230	230	230	230	230
Solubility, Minimum % [b]	T44	99	99	99	99	99
Viscosity at 135°C, [c] Maximum, Pa-s	T316	3.0	3.0	3.0	3.0	3.0
Performance Grade Asphalt						
Dynamic Shear, Test Temp. at 10 rad/s, °C	T315	58	64	64	64	70
Minimum G*/sin (delta), kPa		1.00	1.00	1.00	1.00	1.00
RTFO Test, [e] Mass Loss, Maximum, %	T240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C	T315	58	64	64	64	70
Minimum G*/sin (delta) , kPa		2.20	2.20	2.20	2.20	2.20
Ductility at 25°C Minimum, cm	T51	75	75	75	75	75
PAV [f] Aging, Temperature, °C	R28	100	100	100	100	110
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C	T315	22 [d]	31 [d]	28 [d]	22 [d]	34 [d]
Maximum G*sin(delta) , kPa		5000	5000	5000	5000	5000
Creep Stiffness, Test Temperature, °C	T313	-12	0	-6	-18	0
Maximum S-value, MPa		300	300	300	300	300
Minimum M-value		0.300	0.300	0.300	0.300	0.300

a. For use as asphalt rubber base stock for high mountain and high desert area.
b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
d. Test the sample at 3°C higher if it fails at the specified test temperature. G*sin(delta) shall remain 5000 kPa maximum
e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2872
f. "PAV" means Pressurized Aging Vessel

Construction Methods

Prior to paving, all vertical faces shall be cleaned and tacked with SS-1h emulsified asphalt prior to the placement of the new asphalt concrete materials.

Placing Asphalt Concrete Material

Asphalt paving shall be applied to the thickness shown on the Plans, as listed above, or per the applicable permit. Asphalt paving shall be installed in accordance with Section 302-5 of the Standard Specifications for Public Works Construction, 2018 (or latest edition) and these Special Provisions. Trench resurfacing shall conform to all applicable portions of Section 306 of the Standard Specifications.

Asphalt concrete base course shall be placed in lifts having a maximum depth of four (4) inches.

The street shall be paved such that the asphalt surface is 3/8" higher than the concrete gutter to facilitate the flow of water from the street to the gutter.

Should the methods and equipment furnished by the CONTRACTOR fail to produce a layer of asphalt concrete conforming to the requirements, including straight-edged tolerance, of Section 302-5.6, "Rolling," of the Standard Specifications, the paving operations shall be discontinued and the CONTRACTOR shall modify his equipment or furnish substitute equipment.

Measurement shall be **in tons of Asphalt Concrete ("A.C.")**. The CONTRACTOR shall furnish a legible copy of a licensed weigh master's certificate showing truckload net weight of asphalt concrete to the CITY Inspector. The labeled certificate must be delivered to the **CITY Inspector** on site on the same day that the asphalt concrete is delivered. If any of these conditions are not met, the CITY will not allow placement of delivered A.C. A.C. placed in excess of the required thickness will not be a part of the pay item. The compaction after rolling shall have a relative compaction of 95%. Prior to placement of asphalt concrete, a minimum 10-ton vibratory roller shall be used to compact the existing native materials and aggregate base to 95 percent minimum relative compaction. The asphalt concrete paving machine will have a vibratory plate in operation during all of the placement operations. In the case that the plate is non-operational the contractor will increase his thicknesses to include an additional 1/8 of an inch for each inch of asphalt concrete material placed

Payment for Asphalt Concrete work at the trench shall be as included in the contract unit price per linear foot for Water Pipe (Bid Item 2,3,4 & 5) construction, and shall include full compensation for furnishing all labor, materials (including aggregate, and asphalt binder), tools, equipment and incidentals, and for doing all work involved in furnishing, mixing, hauling, A.C. planing, placing, spreading, shaping and compacting the asphalt concrete, including automatic screed control with the necessary sensing devices, complete in place, as shown on the plans, as specified in these special provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

ARTICLE 30 - PAINT BINDER / A.C. TACK COAT

Paint Binder shall conform to Sections 203, 302, and 400 of the Standard Specifications.

Paint Binder (Asphaltic Emulsion) shall be SS 1 type asphaltic emulsion and applied to conform to the provisions of Sections 203 and 302 of the Standard Specifications.

Asphalt concrete pavement that is constructed directly on existing pavement shall have a tack coat of either PG 64-10 paving asphalt at an approximate rate of 0.05 gallons per square yard or Grade SS-1h emulsified asphalt at an approximate rate of 0.05 to 0.10 gallon per square yard Uniform placement of tack coat on existing pavement shall immediately precede the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust, when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise authorized by the Engineer.

A similar tack coat shall be applied to the surface of any course, if the surface is such that a satisfactory bond cannot be obtained between it and a succeeding course.

The contact surfaces of all cold pavement joints, curbs, gutters, manholes and the like, shall be painted with either Grade SS-1h emulsified asphalt or PG-64-10 paving asphalt immediately before the adjoining asphalt concrete is placed.

Payment for paint binder and tack coat shall be included in the Contract unit price per linear foot of Water Pipe (Bid Items 2,3,4 & 5) construction. Said payment shall include full compensation for furnishing all labor, materials, tools, and equipment and incidentals and for doing all the work involved and no additional compensation will be allowed therefore.

ARTICLE 31 – SLURRY SEAL (EMULSION-AGGREGATE SLURRY)

The work hereon shall include, but not limited to, mixing asphaltic emulsion, aggregate, set-control additives and water and spreading the mixture on a surfacing or pavement where shown on the Plans, as specified in the Specifications and as directed by the Engineer.

The CONTRACTOR shall submit a signed original of a mix design covering the specific materials to be used before work commences. Previous laboratory reports covering the exact materials to be used may be accepted provided that they were made within six (6) months. Once the materials are approved, no substitution shall be permitted.

The laboratory report shall show the results of tests performed on individual materials, comparing their values to those required by these Specifications. The laboratory report shall include the following information on the slurry seal mixture:

Slurry Seal Consistency	ISSA	T106	2-3 cm
Excess Asphalt	ISSA	T109	50-70 gms/sq ft
Wet Stripping Test	ISSA	T114	Pass
Compatibility	ISSA	T115	Pass*
Quick Set Emulsion	ISSA	T102	Pass**
Wet Track Abrasion	ASTM	D3910	75 gms/sq ft max.

* Mixing tests must pass at the maximum expected temperature
** Using job aggregates

In addition, the laboratory report shall provide the information on the quantitative effects of moisture content in the unit weight of the aggregate (bulking effect), and the lab report shall clearly show the proportions of aggregate, mineral filter (minimum and maximum), additives and asphalt based on the dry aggregate weight.

Emulsion-aggregate slurry (slurry) shall be a stable mixture of emulsified asphalt, mineral aggregate, water, accelerator or retardant. Slurry materials, mix design, mixing equipment, spreading and application shall meet and conform to Sections 203-5 and 302-4 of the Standard Specifications with the following modifications and additions:

Emulsified asphalt shall be a cationic quick set type CQS-1h or equivalent at the option of the Engineer.

The materials shall be free from vegetable matter and other deleterious substance. Aggregate shall consist of 100% rock dust.

The CONTRACTOR shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site within normal working hours on the same calendar day, (2) delivery site and project name are explicitly stated on each delivery ticket, (3) successive deliveries on the same calendar day show the accumulative total for that day, (4) copies of all delivery tickets are delivered to the Engineer before the end of the working day, whereas any delivery tickets not so delivered may be rejected by the Engineer.

The grading of the combined aggregate and the percentage of emulsified asphalt shall conform to “Type II” as specified in Section 203-5.3 of the Standard Specifications.

Latex, such as “Ultra Pave 65 VC”, shall be added to the emulsified asphalt at the asphalt plant at the rate of 2 parts latex to 100 parts emulsified asphalt by volume. Latex mixed on the emulsified asphalt shall be kept in a suspended state by an agitating mixer every three days.

Additives may be used to accelerate or retard the break-set of the slurry seal, or improved the resulting finished surface. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required, after prior approval by the Engineer.

Applied slurry seal shall support uncontrolled vehicular traffic within two (2) hours after application. Slurry shall not adhere to and/or be picked up by the tires of vehicles, bleed, ravel separate or show other stress after two (2) hours of application. The CONTRACTOR shall ensure that the used type and amount of retardant for quick setting emulsion will not adversely affect the seal, and will compliance with the above requirement for supporting uncontrolled traffic within two (2) hour after application.

Payment for slurry seal shall be included in the contract price paid per square foot for the Slurry Seal Over Asphalt Concrete. Said payment shall include full compensation for furnishing all labor, materials, tools, and equipment and incidentals and for doing all the work involved and no additional compensation will be allowed.

ARTICLE 32 - TEMPORARY RESURFACING

Temporary resurfacing shall be placed over all backfill in streets or other areas where excavation was made through existing paving and in areas where the CONTRACTOR's operations have resulted in the removal of existing paving.

Temporary resurfacing shall be placed as soon as the backfill is densified to the required relative density or immediately when so directed by the Engineer. Prior to placing the temporary resurfacing, the foundation material (occupying space of permanent surfacing and base material therefore) for the temporary resurfacing shall be densified to produce a firm and unyielding surface, as determined by the Engineer. This shall be accomplished by blading and rolling with an 8-ton tandem roller if the trench is wide enough to accommodate the roller width, or rear wheels of a loaded 5-ton truck, heavy road grader or by other equivalent means acceptable to the Engineer, to a depth of three inches (3") below the grade of the existing pavement.

The subgrade shall be uniformly watered sufficiently to eliminate all dust, but not to such extent as to form mud or pools of water. The street and surrounding area shall be cleared of rubbish and debris. The street shall be swept and the surrounding area shall be cleaned thoroughly.

The temporary resurfacing shall then be spread over the prepared foundation material and rolled with an 8-ton tandem roller in such a manner that after rolling the temporary resurfacing shall present a smooth surface for traffic and shall not be less than three inches (3") in compacted thickness and shall be maintained free from bumps and depressions until permanent resurfacing is placed. The finished surface of said temporary resurfacing shall be flush with the adjoining pavement grade. Temporary resurfacing at major intersections and other critical locations may be greater than three inches (3") as directed by the Engineer.

Upon completion of all the above temporary resurfacing, the surface shall be immediately swept clean of all dust and debris created by this operation. Sweeping shall be done at all times in such a manner as to prevent creation of dust clouds and avoid accumulation of unreasonable amounts of dust on adjacent properties. After the temporary resurfacing has been placed, the CONTRACTOR shall furnish and operate a self-loading motor sweeper with spray nozzles and pick-up broom to clean the streets in the construction area daily.

The CONTRACTOR shall stockpile enough temporary resurfacing material on the job to insure a ready supply at all times for necessary repairs to the temporary resurfacing already placed.

The temporary resurfacing shall be left in place not more than 30 days unless otherwise permitted by the Engineer, and the permanent resurfacing including wearing surface shall be placed immediately following the removal of the temporary pavement.

Payment for temporary resurfacing conforming to the requirements of this Article shall be included in the bid prices paid for the various contract items of bid, which necessitated installation of temporary resurfacing for their construction under these specifications. No other compensation will be allowed.

ARTICLE 33 – TRAFFIC SIGNING, STRIPING, AND PAVEMENT MARKERS

This work shall consist of furnishing and placing markers, signing and striping to replace those removed as a result of the construction and as shown on the striping plan. This work shall be performed in conformance with the Standard Specifications, the current California Manual on Uniform Traffic Control Devices (MUTCD) and these Special Provisions.

Traffic control provided during installation of pavement markers shall conform to the Work Area Traffic Control Handbook (WATCH). A flashing arrow sign shall be used in conjunction with all other advance warning signs and delineation.

Type “A”, “AV”, “D” and “G” markers shall be placed as required. Fire Hydrant spotter Stimpsonite No. 88 Blue, or approved equal, shall be installed per manufacturer’s instructions and located as directed by the Engineer.

Striping shall confirmed to Section 210, “Paint and Protective Coatings”, and Subsection 310-5.6, “Painting, Traffic Striping, Pavement Markings, and Curb Markings”, of the Standard Specifications, the current California MUTCD, and these Special Provisions.

Paints for traffic striping shall be either rapid dry white conforming to State Specifications 8010-81D-04, or rapid dry yellow conforming to State Specifications 8010-81D-05, in accordance with the color stipulated on the plans or as directed by the Engineer.

Paint shall be applied in two (2) equal thicknesses totaling the minimum required wet film thickness indicated in Subsection 310-5.6.5, “Traffic Stripes and Markings”, of the Standard Specifications. A minimum period of 14 days shall be allowed between the two applications of striping, or as directed by the Engineer.

Delete Paragraph 1 of Subsection 210-1.6.5, “Reflective Material”, of the Standard Specifications, and add the following:

Reflective material shall consist of glass beads added to the surface of each coat of paint prior to setting, so that the beads will have proper adhesion. Special care shall be taken with rapid dry paint and thermoplastic material.

Delete Paragraph 1 of Subsection 310-5.6.7, “Layout, Alignment and Spotting”, of the Standard Specifications, and add the following:

The CONTRACTOR shall perform all layout, alignment and spotting. The CONTRACTOR shall be responsible for the completeness and accuracy of all layout, alignment and spotting. Traffic striping shall not vary more than ½ inch in 50 feet from the alignment shown on the plans.

Pavement markings including crosswalk lines and arrows shall be thermoplastic per the Standard Specifications and these Special Provisions.

Posts for roadway signs shall be 2-inch squire perforated steel rectangular tubing in accordance with City Standard Plan B-305, except as shown on the plans or as directed by the Engineer.

The face of roadway signs shall be treated with High Intensity Prismatic Vinyl Sheeting (3M, Avery Denson, or approved equal). Anti-Graffiti Sheeting (3M 1160 or approved equal) shall also be applied. The exposed fastening hardware on the face of signs shall be painted, using touch-up enamel that matches the background.

Payment for traffic signing, striping, and pavement markers shall be included in the **Lump Sum Bid for Traffic Control**. Said payment shall include full compensation for furnishing all labor, materials (including paint and glass beads), raised markers, adhesive, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe), pavement markings including any necessary cat tracks, dribble lines and layout work, and traffic signs, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer, Removal of all existing stripes and pavement markers not conforming to the striping and signing plan shall also be included in the contract price per lump sum and no additional compensation will be allowed.

ARTICLE 34 - RIDE QUALITY STANDARD

If, in the opinion of the City Engineer, the ride quality of the final asphalt concrete is not acceptable, the CONTRACTOR shall, within thirty (30) calendar days of placement of the final paving surface, have the surface profiled using a California Profilograph in accordance with California Test 526 and provide the CITY with an original profile graph.

The cost for this work shall be included in the various contract items of work and no additional compensation will be allowed.

The time allotted for the Profilograph and any surface repair (as indicated by the Profilograph) shall be included in the Contract Time for this project and in accordance with the respective Alternate and no additional time or compensation will be allowed.

If the finished surface of the asphalt concrete does not meet the specified surface tolerance, one-quarter inch per twelve feet (1/4” per 12’), it shall be brought within tolerance by either (1) abrasive grinding, or (2) removal and replacement. The Engineer will select the method. The corrective work shall be at the CONTRACTOR's expense.

If abrasive grinding is used, the method must be performed with grinding equipment utilizing diamond-cutting blades to bring the finished surface to specified surface tolerance. Additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. A fog seal coat shall be applied to the grounded areas in accordance with the provisions in Sections 203 and 302 of the Standard Specifications. The corrective work shall be done prior to final painting of traffic lanes and after "cat" tracking.

The cost for this work shall be included in the various contract items of work and no additional compensation will be allowed therefore.

ARTICLE 35 – POLYVINYL CHLORIDE (PVC) DOMESTIC WATER PIPE

All PVC pipe for domestic water construction shall comply with AWWA C900, AWWA C-905 and Section 2-02 and all other applicable sections of the City of Garden Grove Water Services Division Standard Specifications (WSDSS). All ductile iron fittings shall conform to AWWA C110 (or AWWA C153) and Section 2-08 of WSDSS and shall be double-wrapped in a polyethylene protective wrapping per AWWA C105 and Section 2-01.04 of WSDSS.

Payment for PVC pipe shall be made at the contract price per linear foot for PVC C900 or C-905 CL 200 pipe. Said payment shall include all labor, materials, tools, equipment, including potholing all existing utilities along the proposed alignment, excavation and removals, subgrade preparation, removing interfering portions of abandoned utilities, and laying of pipes at grade, bedding, aggregate base, asphalt concrete, maintenance and protecting in place of all utilities and storm drain facilities, disposal of excavated materials and excess materials, backfill, compaction, bends, tees, fittings, restraint methods, and all other labor, equipment, and materials required for the construction of PVC C900, OR C-905 CL 200 pipe complete-in-place, and no additional compensation will be allowed.

ARTICLE 36 – GATE VALVE

Installation of all gate valves shall comply with AWWA C509 and Section 2-05 and all other applicable sections of the City of Garden Grove Water Services Division Standard Specifications (WSDSS), including valve boxes.

Payment for Gate Valves shall be made at the contract price per each for all Gate Valves. Said payment shall include all labor, materials, tools, equipment, required for the installation of Gate Valves complete-in-place, and no additional compensation will be allowed.

ARTICLE 37 – WATER SERVICE LINE

Reconnection of all water service laterals shall comply with Section 2-10 and all other applicable sections of the City of Garden Grove Water Services Division Standard Specifications (WSDSS).

Includes removing paving or other surface material, potholing, excavating trench across right-of-way or excavating bore pit and bore in service, removing existing meter box, installing service saddle, corp. stop or valve, tapping the main and installing service pipe and fittings (short or long laterals), tracer wire, angle meter stop, meter, meter antenna, meter box with pad, backfilling trench or boring pit by mechanical compaction or a hand tamper, and installing temporary and permanent asphalt concrete or concrete paving, restoring sidewalk and restoring any other physical features affected by the work as required by City Standard Plan B-721 (exclude note 4) and B-718, the plans and specifications, where the replacement meter box location is within three (3) feet of the existing meter box being replaced and the customer's line shall be adjusted under **Bid Item 16**, including connecting to the meter. Where the replacement meter box location is three (3) feet to ten (10) feet of the existing meter box being replaced and the customer's line shall be adjusted under **Bid Item 15**, including connecting to the meter. Disinfect and flush service and transfer existing meter to new service. Upon completion of change over, Contractor shall verify the water service is operable. Contractor shall make contact with customer at time of changeover through a written notice of planned disruption of service.
GSWC will give customer written notice of planned disruption of service.

Water service installed on an existing water main shall include any required disinfection and pressure testing.

The costs associated with the removal or abandonment of an existing service, where that service is located on a main to be abandoned, and a separate bid item has not been provided shall be included in this bid item. Where the service to be removed or abandoned is on a main not scheduled to be abandoned, or the service is not scheduled to be replaced, a separate bid item,
The Contractor shall excavate the service at the meter box and cut the service pipe at a depth of approximately 18-inch in depth below grade, crimp the remaining service and cut off service pipe and curb stop as approved City prior to properly disposing. All excavated areas shall be restored including backfilling, compacting, temporary and permanent paving, sidewalk, and any other physical features affected by the work as required by the governing agency encroachment permit. Refer to the Service Survey Report for the required work.
Payment will be based on an estimate of the percentage of work completed in place
Payment for Water Service Laterals shall be made at the contract price per each for all Water Service Laterals (Bid Item 15 and or 16). Said payment shall include all labor, materials, tools, equipment, required for the reconnection of Water Service Laterals complete-in-place, and no additional compensation will be allowed.

ARTICLE 38– FIRE HYDRANT

Furnishing and installing a new fire hydrant shall comply with Section 2-07 and all other applicable sections of the City of Garden Grove Water Services Division Standard Specifications (WSDSS). It includes removing pavement or other surface material, potholing, excavating trench, installing main line fitting (tee/tapping sleeve), tapping valve/ gate valve, ductile iron fittings, thrust blocks, and appurtenances from the point

Payment for Fire Hydrant Laterals shall be made at the **contract price per each for all Fire Hydrant Laterals.** Said payment shall include all labor, materials, tools, equipment, required for the reconnection of Fire Hydrant Laterals complete-in-place, and no additional compensation will be allowed.

ARTICLE 39 – MAINTAINING WATER SERVICE

The CONTRACTOR shall maintain the supply of water to customers at all times except for the time necessary to make connections to the existing water mains and the reconnection of the individual services to the new 8/12-inch water mains. The sequencing will need to be coordinated with the CITY a minimum of seven calendar days prior to beginning any connections and/or shut downs of existing water mains. The CONTRACTOR shall maintain continuous fire protection at all times during the construction of the project. It is the CONTRACTOR's responsibility to provide advance notification to and coordinate the construction with the Garden Grove Fire Department.

The CONTRACTOR will maintain the supply of water to customers and the fire protection by installing a temporary bypass system during construction. The CONTRACTOR shall provide all necessary piping, fittings, hoses, and any other appurtenances necessary to construct the bypass to maintain a constant supply of water. The temporary bypass piping and appurtenances shall be suitable for potable water. All bypass facilities shall be disinfected after installation and prior to placing in operation. Pressure test is not required, but the piping and connections shall not leak. All visible leaks shall be repaired immediately.

ARTICLE 40 – WATER SYSTEM FLUSHING, HYDROSTATIC PRESSURE TESTING, AND DISINFECTION

Disinfection of all Water Pipe shall be by liquid Chlorination only. All water mains, water services, attached appurtenances and connections shall be tested, disinfected, and flushed per Section 3-11 and all other applicable sections of the City of Garden Grove Water Services Standard Specifications (WSDSS).

In addition, water system flushing shall be restricted to the hours between **12:00 A.M. to 5:00 A.M**. and shall not be more than 1,200 feet at any one time. The project area is within a **Flood Hazard Area (OCFCD28)**, flushing shall be performed in a manner that avoids flooding. Proper equipment to prevent flooding shall be on site at all times. Flushing should never occur right before start of construction sufficient time must be allowed for all flow from flushing to properly drain. Maps of drainage facilities in Orange County can be found in the OC Infrastructure Programs webpage (Drawings & Maps | OC Infrastructure Programs California (ocpublicworks.com) . Initial flushing shall be done prior to hydrostatic pressure testing, follow by chlorination.

Full compensation for conforming to the requirements of this Article is included in the **price bid per linear foot of Water Pipe**, and no additional compensation will be allowed.

ARTICLE 41 – ABANDONMENT AND REMOVAL OF CONDUITS AND STRUCTURES

When water main is to be abandoned and/or removed within specified limits, all structures and appurtenances within said limits shall also be abandoned and/or removed. The abandonment and/or removal of conduits and structures shall be done per the Plans.

Payment for abandonment and/or removal of conduits and structures shall be considered as included in the contract price paid per linear foot for the Abandon In Place or Remove Existing Mains. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for performing all work involved, and no additional compensation will be allowed.

ARTICLE 42 – CHANGEABLE MESSAGE BOARDS

Four (4) portable changeable message boards shall be installed by the Contractor at least two weeks in advance of the start of construction. Contractor shall coordinate with the City for verbiage to be programmed on message board as well as the location of message boards. Message boards shall be the portable type and trailer mounted. Message boards shall be energy efficient with full matrix display and self powered (battery and solar powered).
Payment for the installation of the four changeable message boards shall be included in the **Lump Sum Bid for Traffic Control**. Said payment shall include all labor, materials, tools, equipment, including message board, appurtenances, complete and in place, to the satisfaction of the Engineer, and no additional compensation will be allowed.

ARTICLE 43 – PERMITS AND IMPLEMENT RULE 1166

It is the CONTRACTOR's responsibility to procure the encroachment permit and pay the requested permit fees within two weeks of the Notice to Proceed. The CONTRACTOR is responsible for all the permit requirements, including arranging for the inspections. The CONTRACTOR shall also be responsible for all the requirements of South Coast Air Quality Management Rule 1166. Full compensation for conforming to the requirements of this Article shall be considered as included in the **contract price paid for implementing rule 1166 and obtaining Permits** and no additional compensation will be allowed.

ARTICLE 44 - COMPLETION AND ACCEPTANCE

Upon receipt of the CONTRACTOR's written assertion that the work has been completed, the Engineer or his authorized representative will inspect the work for acceptance. Thereby a "punch list" is prepared and submitted to CONTRACTOR for compliance and/or repair.

The project is considered certifiable for completion; when all liens and/or claims for labor, materials, tools and equipment has been paid for and all liens and/or claims releases are received by the CITY, when all contract items of work have been completed, including changes to the plan in an acceptable workmanship; when all repairs to damages of existing utilities, appurtenances and improvements has been completed and accepted by the respective owners; when all survey monuments and other survey markers has been re-set and copy of center line ties been submitted; when the project site and all ground occupied by the CONTRACTOR left in a neat and presentable condition. The street shall be swept and washed with water. The CONTRACTOR prior to acceptance by the Engineer must complete all corrections noted in the "punch list".

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

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APPENDIX A: CITY OF GARDEN GROVE WATER SERVICES DIVISION STANDARD SPECIFICATIONS / STANDARD PLANS & EXHIBIT "B-1", "B-2"

Appendix B: Additional Insured Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

SAMPLE

Appendix C: Water Service and Meter Survey Report

ATTACHMENT NO. 1

CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
WATER SERVICES DIVISION

BID SUMMARY SHEET

PROJECT: Anabel ~ Woodbury Water Improvement Project – CP1287000

BID OPENING
DATE: **June 19, 2023**
TIME: **10:00 AM**

Facility Name	Engineer's Estimate	Contract Amount
Anabel Ave., Woodbury Rd., Libby Ln.	$2,187,959	2,097,545

	Bidder's Name	Total Bid	%Under /Over Engineers Estimate
1.	CEM CONSTRUCTION CORPORATION	$2,097,545.00	-4.13%
2.	Dominguez General Engineering, Inc.	$2,118,250.00	-3.19%
3.	All Cities Engineering, Inc.	$2,123,605.00	-2.94%
4.	Kana Pipeline, Inc.	$2,364,479.00	8.07%
5.	Bonadiman Water, Inc.	$2,958,565.00	35.22%
6.	T.E. Roberts, Inc.	$2,974,722.00	35.96%

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Economic Development Department
Subject:	Report for Be Well OC Mobile Response Team Program and approval of FY 23-24 through 27-28 Agreement with Be Well OC (Mind OC). (*Action Item*)	Date:	7/25/2023

OBJECTIVE

Presentation of a Report for the Be Well Mobile Crisis Response Team Program and approval of FY 2023-24 through 2027-28 Professional Services Agreement with Be Well OC (Mind OC) as the service provider for the City's Mobile Crisis Response Team program for select mental health calls for service.

BACKGROUND

In May 2021, the City Council approved an 18-month Be Well OC Pilot Program to deploy the Mobile Crisis Response Team. The agreement was subsequently amended in October 2022 and extended through June 30, 2023. The Be Well OC Mobile Crisis Response Team is trained to respond to and de-escalate situations such as mental health crisis, drug and alcohol use issues, proactive outreach to the homeless, non-domestic violence/family disputes, and welfare checks. The pilot program included a 6-month ramp-up, including a training period and community engagement, in coordination with the Garden Grove Police Department Special Resource Team (SRT), Orange County Fire Authority and the Community and Economic Development Department.

DISCUSSION

The Be Well OC Pilot Program was designed to divert calls for service from Garden Grove first responders to trained mental health professionals. Annually SRT responds to over 3,000 calls for service involving mental health related needs and Police dispatch receives over 11,000 calls related to homelessness in which mental illness is the primary cause or major factor. As the program evolves, we are working collaboratively to improve the mental health system of care to Garden Grove residents and remove barriers to accessing mental health professionals.

Over the past 18 months between October 1, 2021 and June 30, 2023, the Be Well

Team has responded to 6,312 calls for service and spends an average of 32 minutes on scene per call (See Attachment No. 1). The latest June 2023 data is highlighted below:

- **76%** of the calls did not require a co-response, thereby making Garden Grove First Responders available to focus on critical emergency calls.
- **68%** of the calls assisted unhoused individuals.
- **51%** of the calls addressed a mental health crisis.

Implementation of the Be Well Pilot Program ended June 30, 2023. Moving forward proposed program enhancements include:

- Increased focus on those impacted by homelessness;
- Increased case management support;
- Target services supporting Garden Grove's diverse community;
- An addition of a second mobile response team van; and
- Continued refinement of data dashboards and reporting analytics to ensure transparency and continuous quality improvement.

It is recommended the City Council approve a two-year (2) Professional Services Agreement with options to extend annually with a maximum performance period of up to five (5) years. Years one (1) and two (2) will continue with 18-hour daily operations at $1.1M annually. At the end of year two (2) an evaluation will be performed by City staff to determine the City needs at that time and consider a reduction in daily operations from 18-hours to 12-hours for years three to five (3 to 5), thereby potentially reducing annual costs. The proposed cost for year's three to five (3 to 5) is described in the tables below:

18-Hour Operations (Attachment No. 3):

18 – Hour Operations Budget	
Year 3	$1.1M + Consumer Price Index (CPI)
Year 4	Approved Year 3 Budget + CPI
Year 5	Approved Year 4 Budget + CPI

12-Hour Operations (Attachment No. 4):

12 – Hour Operations Budget	
Year 3	$775,000 + CPI
Year 4	Approved Year 3 Budget + CPI
Year 5	Approved Year 4 Budget + CPI

FINANCIAL IMPACT

There is no additional impact to the General Fund for the first two years of operations. Funding for Be Well OC was approved by the City Council in the adopted

FY23-24 and FY 24-25 budget. Years three to five (3 to 5) will have proposed funding for 18-hour daily operations as follows: year three (3) at $1.1M plus CPI ($500,000 from GGPD and $600,000 plus CPI from general fund); year four (4) at approved year three (3) budget plus CPI ($500,000 from GGPD and difference from general fund); and year five (5) at approved year four (4) budget plus CPI ($500,000 from GGPD and difference from general fund). Of the total contract amount, $500,000 will continue to be included in the GGPD's operating budget for years 3 through 5. Future years' contract amount will be incorporated into the perspective year's operating budget, contingent upon funding availability.

RECOMMENDATION

It is recommended that City Council:

- Approve a Professional Services Agreement with Be Well OC (Mind OC) for an amount not to exceed $1.1 million for years one and two (1 and 2);
- Approve year three (3) budget amount not to exceed $1.1M plus CPI;
- Approve year four (4) amount not to exceed the approved year three (3) amount plus CPI;
- Approve year five (5) amount not to exceed the approved year four (4) amount plus CPI; and
- Authorize the City Manager to sign the Agreement, and make minor modifications as appropriate on behalf of the City Council.

By: Monica Covarrubias
Sr. Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment No. 1 - Be Well Report - June 2023	7/18/2023	Cover Memo	Be_Well_Report_GG_-_June_2023_+_Inception.pdf
Attachment No. 2 - Professional Services Agreement	7/18/2023	Cover Memo	AGREEMENT_-_MIND_OC_(BE_WELL)_MOBILE_CRISIS_RESPONSE_PROGRAM.DOCX
Attachment No. 3 - 18-Hour Budget	7/18/2023	Cover Memo	Attachment_No._3_-_Budget_-_GG_Mobile_Response_(18-Hour_Budget).pdf
Attachment No. 4 - 12-Hour Budget	7/18/2023	Cover Memo	Attachment_No._4_-_Budget_-_GG_Mobile_Response_(12-Hour_Budget_Years_3-5).pdf

Be Well Mobile Response Team - Garden Grove

Total Services Completed

363

*All Mobile Service Types

Average Time on Scene

35 Minutes

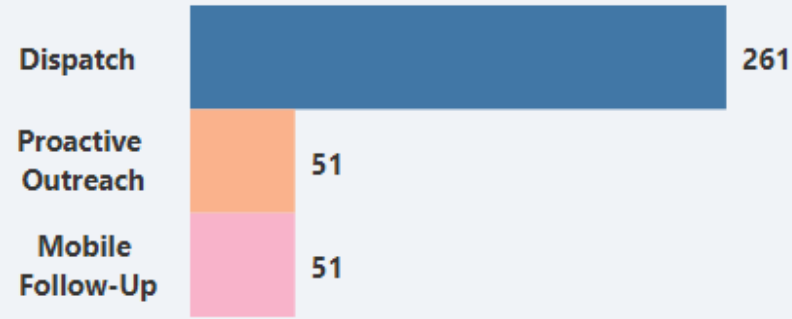
*All Mobile Service Types

Aggregate Time on Scene

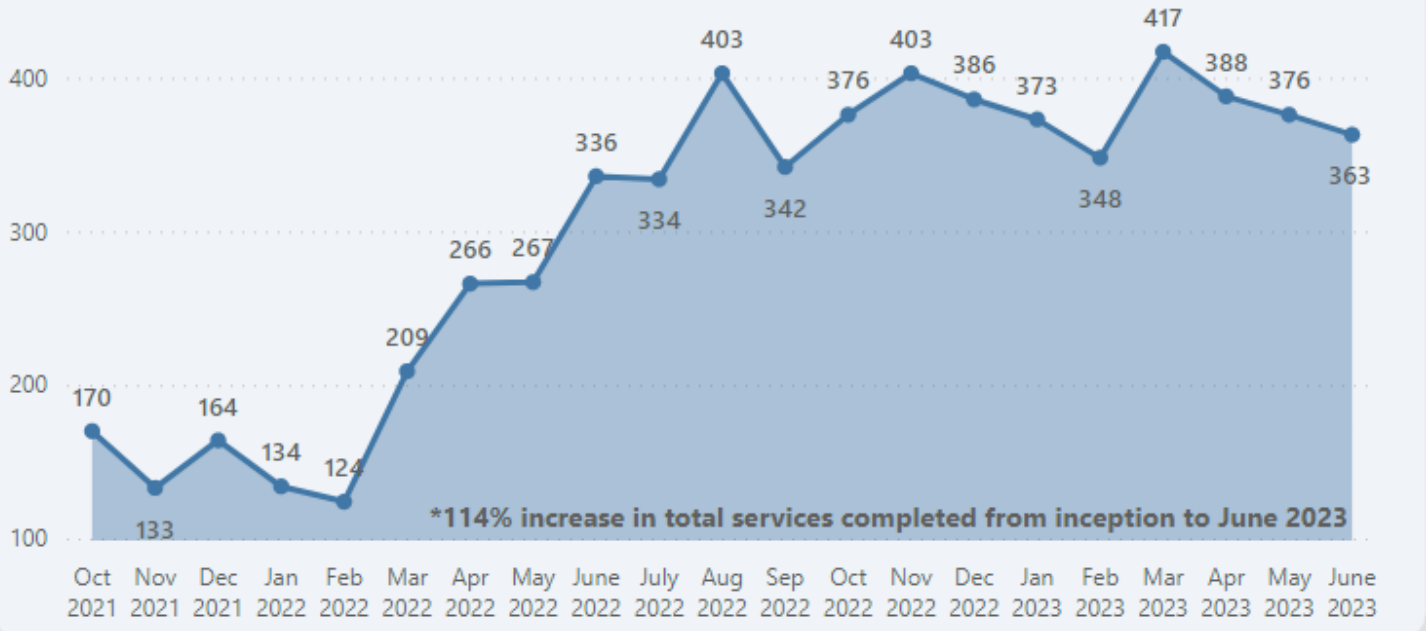
210 Hours

*All Mobile Service Types

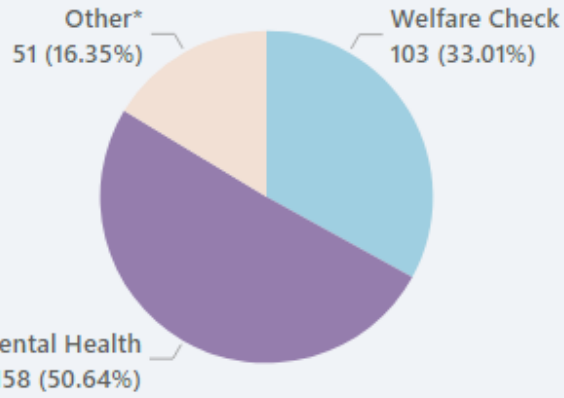
Types of Service



Total Number of Services per Month (October 2021 - June 2023)



Reason for Service



*Homelessness, Substance Use, PD/Fire Assistance

Reason for Service was not recorded for 51 Mobile Follow-Ups

Be Well Mobile Response Team - Garden Grove

No Co-Response Required

76%

*All Mobile Service Types

Average Response Time

8 minutes

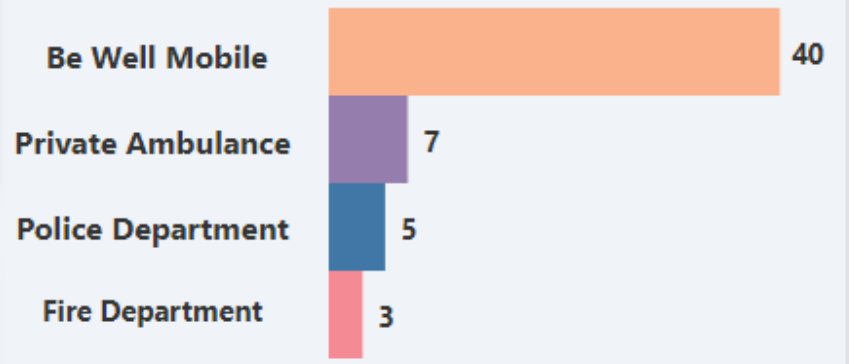
*Dispatch Calls Only

Aggregate Time on Dispatch Calls

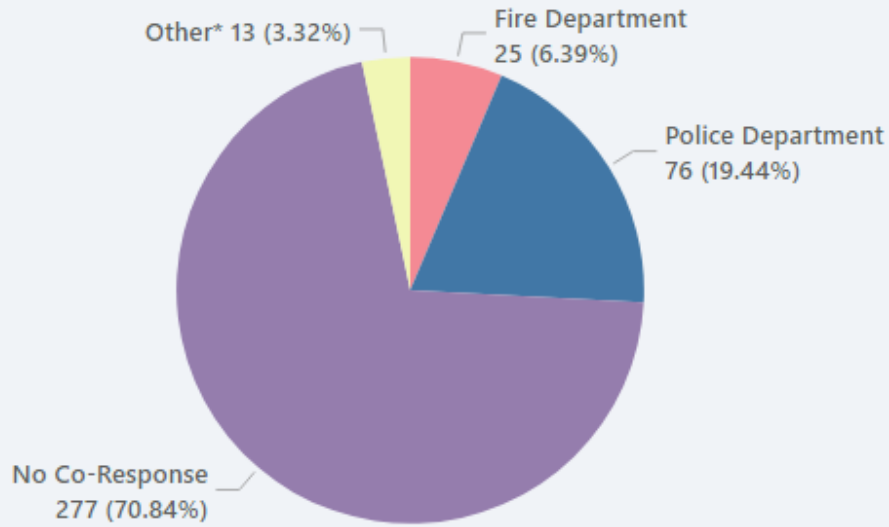
196 Hours

*Includes Time on Scene and Response Time

Transported Via



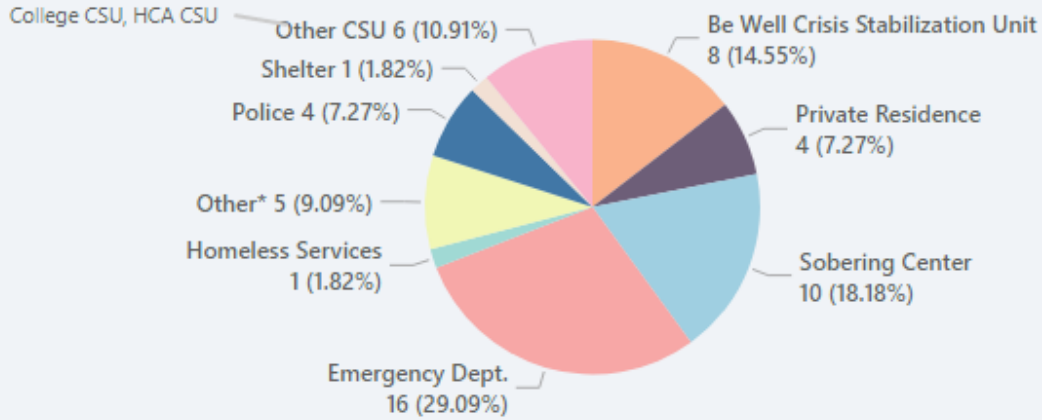
Other Responders on Scene



*Crisis Assessment Teams, Private Ambulances

Total Transports 55

Transport Locations



*County Mental Health Clinics, Group Homes, Unknown

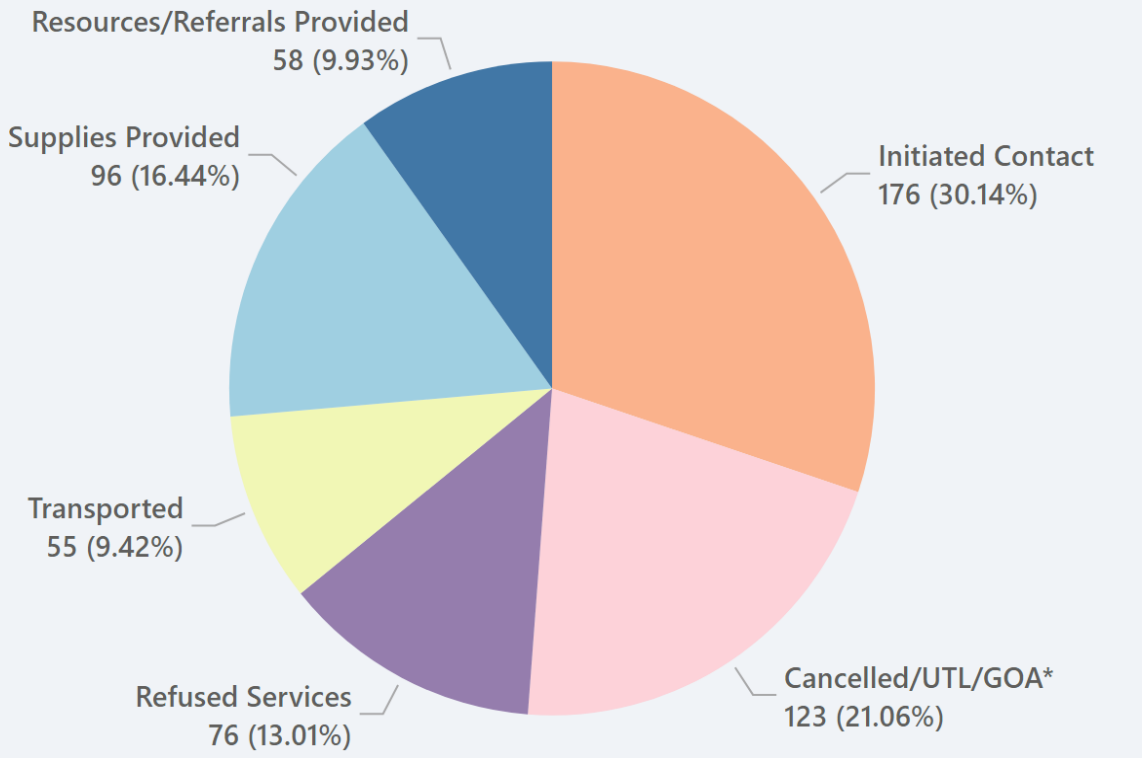
Please note: the numbers listed above may be > number of services due to multiple co-response on scene.

June 2023

Be Well Mobile Response Team - Garden Grove

Mobile Services Report

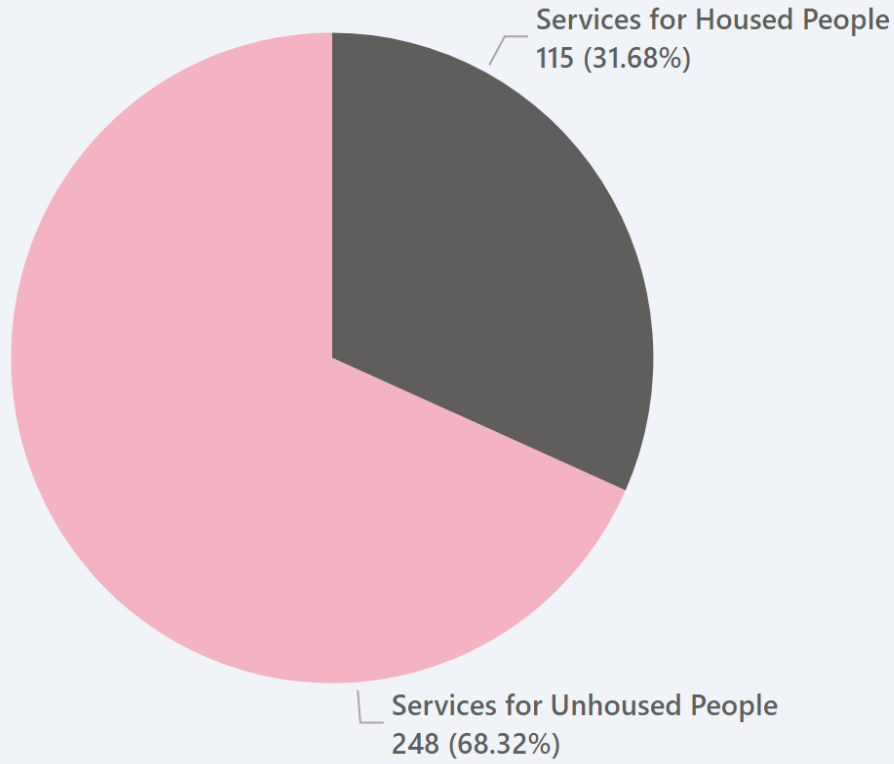
Disposition / Outcomes of ALL Services



*Unable to Locate / Gone on Arrival

Please note: number of outcomes may be > number of services due to multiple outcomes being selected

Housing Status of ALL Services



***68% of services this month involved contact with an unhoused person.**

Please note: housing status is recorded during every service

Be Well Mobile Response Team - Garden Grove

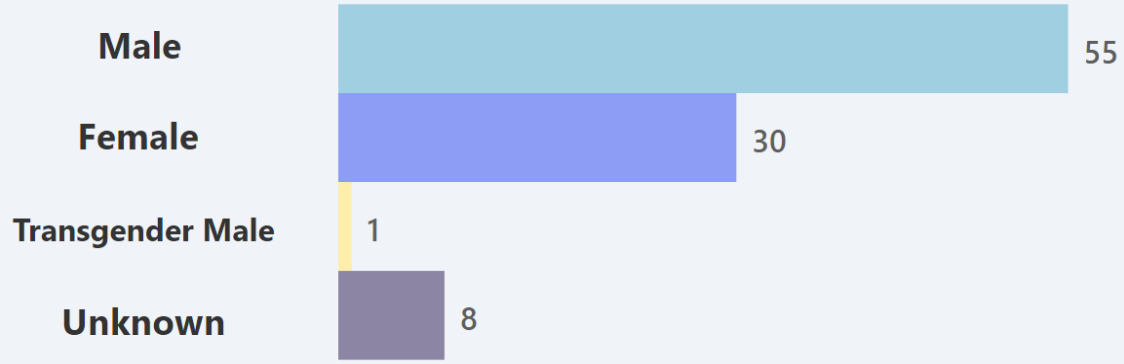
During the month of June:

94 unique people were provided services by the Mobile Response Team in the city of Garden Grove.

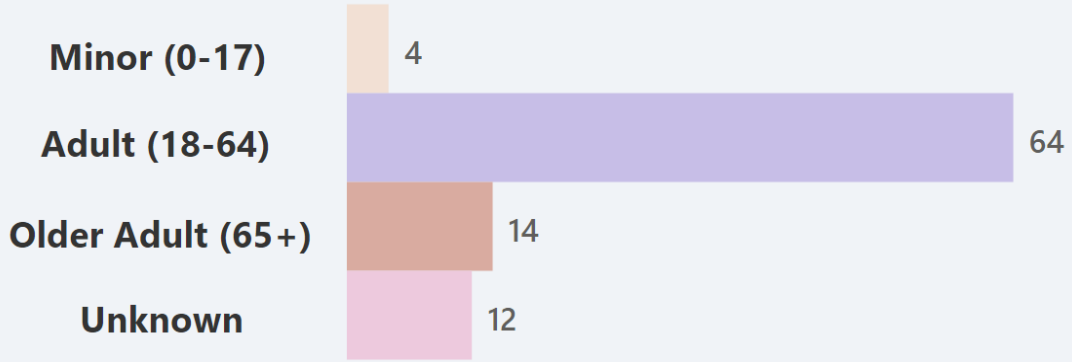
The longest total encounter time on a Mobile Service was 2 Hours and 46 minutes.

The Demographics of the people that received services this month are displayed on this page.

Genders of Unique People Served



Ages of Unique People Served



Housing Status of Unique People Served



Oct 2021 - June 2023

Be Well Mobile Response Team - Garden Grove

Mobile Services Report

Total Services Completed

6,312

*All Mobile Service Types

Average Time on Scene

32 Minutes

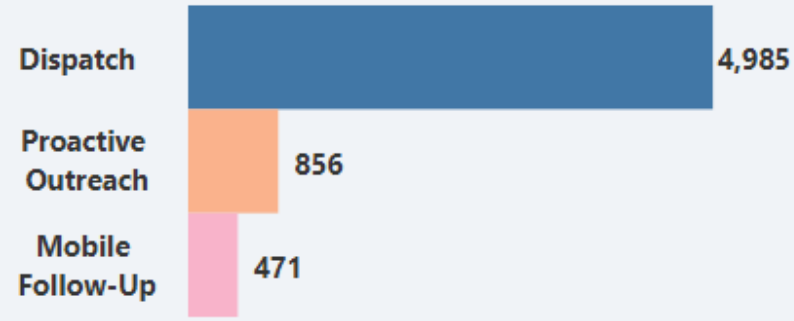
*All Mobile Service Types

Aggregate Time on Scene

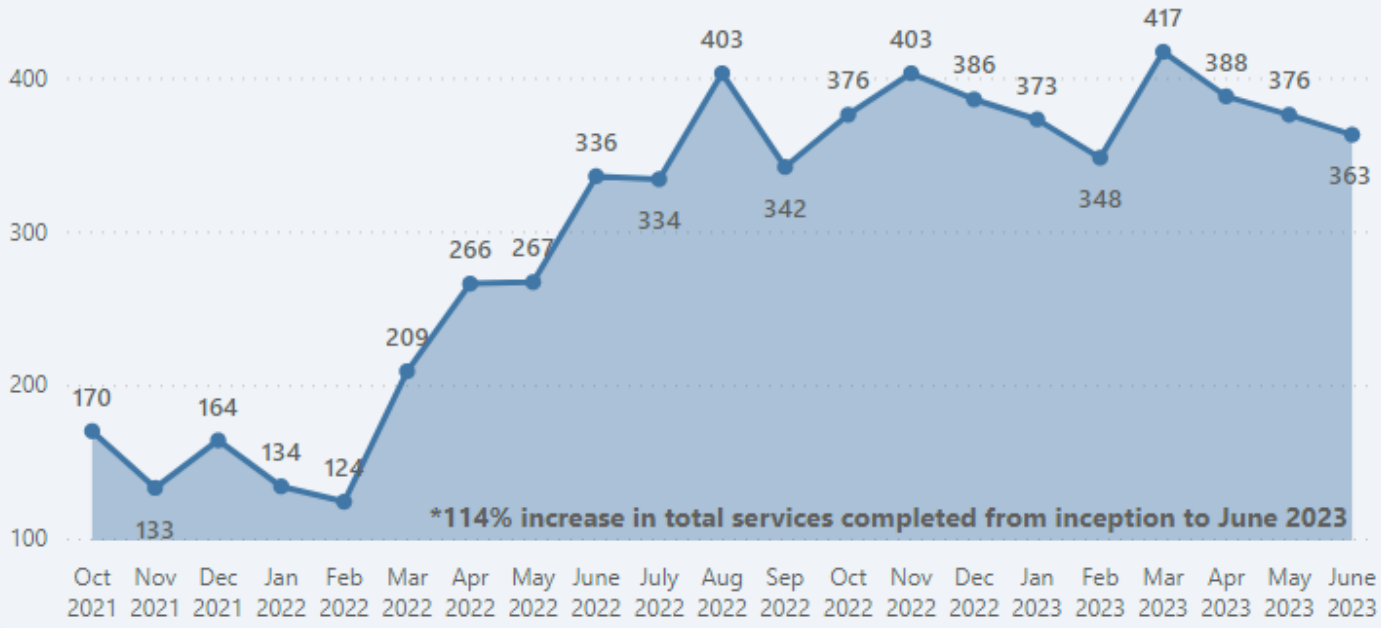
3,274 Hours

*All Mobile Service Types

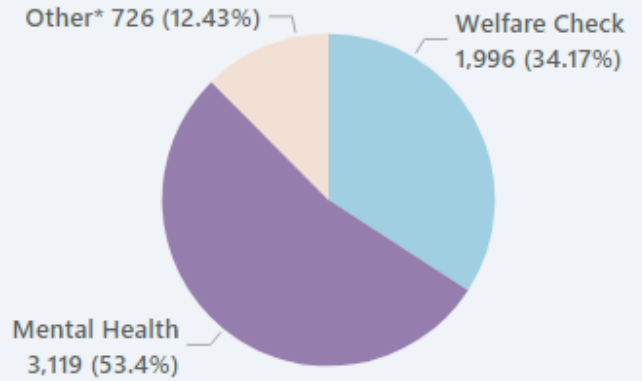
Types of Service



Total Number of Services per Month (October 2021 - June 2023)



Reason for Service



*Homelessness, Substance Use, PD/Fire Assistance

Reason for Service was not recorded for 471 Mobile Follow-Ups

Oct 2021 - June 2023

Be Well Mobile Response Team - Garden Grove

Mobile Services Report

No Co-Response Required

64%

*All Mobile Service Types

Average Response Time

9 minutes

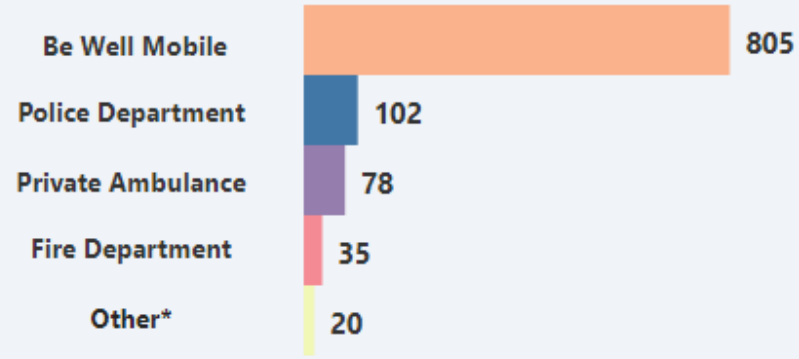
*Dispatch Calls Only

Aggregate Time on Dispatch Calls

3,323 Hours

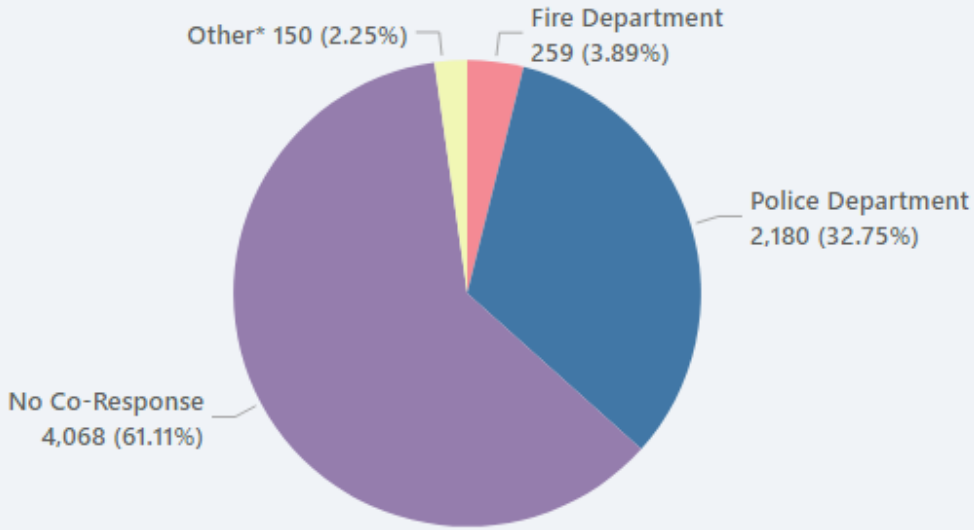
*Includes Time on Scene and Response Time

Transported Via



*Taxi/Rideshare, Unknown

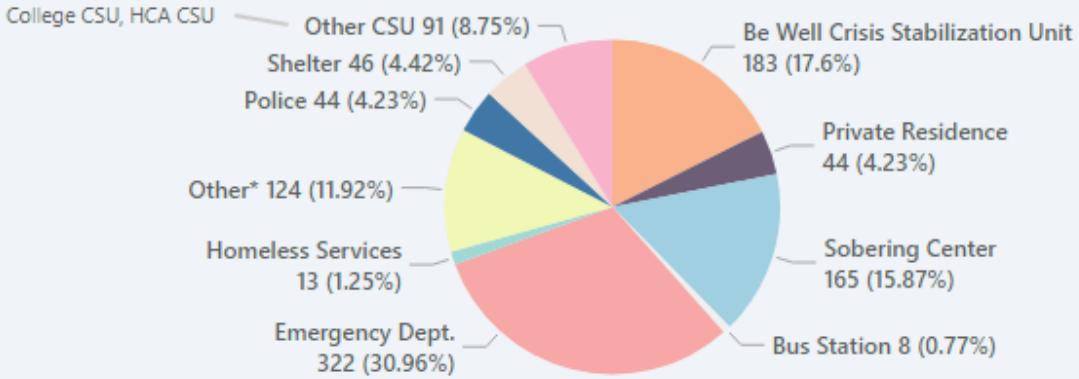
Other Responders on Scene



*Crisis Assessment Teams, Private Ambulances

Total Transports 1,040

Transport Locations

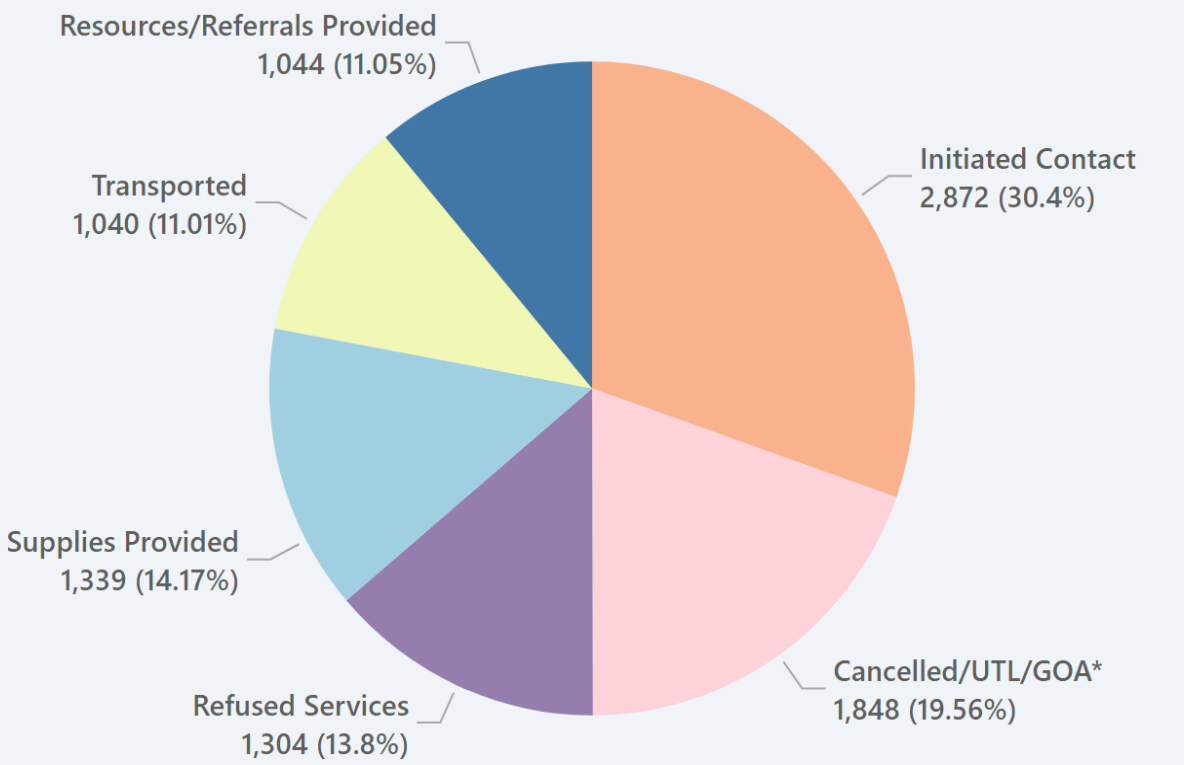


*County and Private Mental Health Clinics, Group Homes, Substance Use Disorder Facilities

Please note: the numbers listed above may be > number of services due to multiple co-response on scene.

Be Well Mobile Response Team - Garden Grove

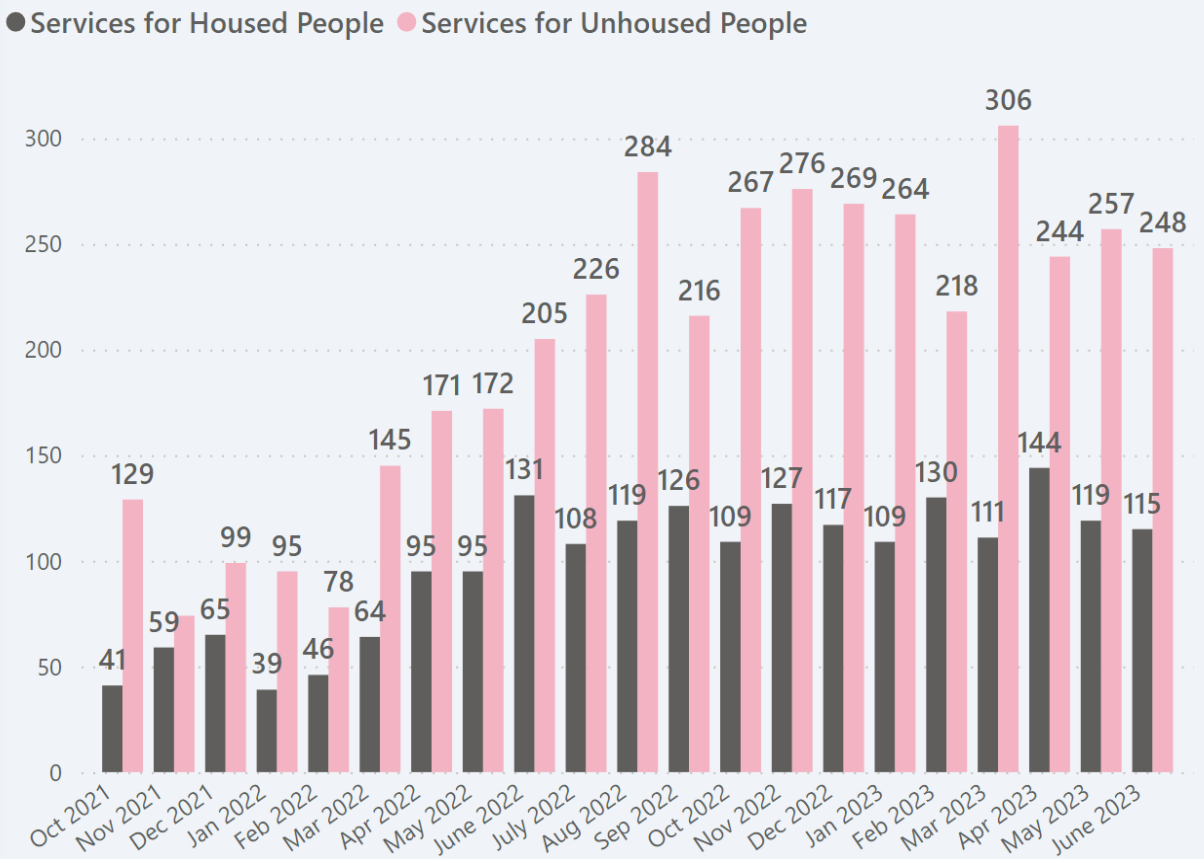
Disposition / Outcomes of ALL Services



*Unable to Locate / Gone on Arrival

Please note: number of outcomes may be > number of services due to multiple outcomes being selected

Housing Status of ALL Services



Please note: housing status is recorded during every service

Be Well Mobile Response Team - Garden Grove

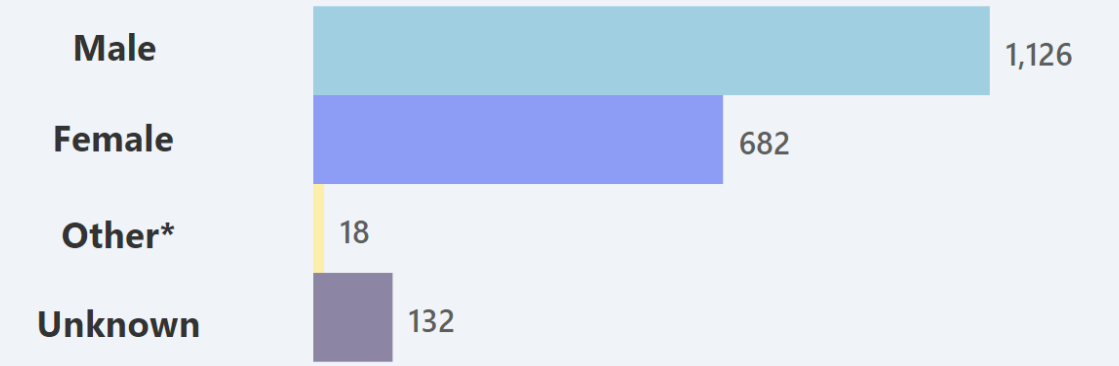
From Inception of Program to June 2023:

1,958 unique people have been provided services by the Mobile Response Team in the city of Garden Grove.

The longest total encounter time on a Mobile Service was 4 Hours and 46 minutes.

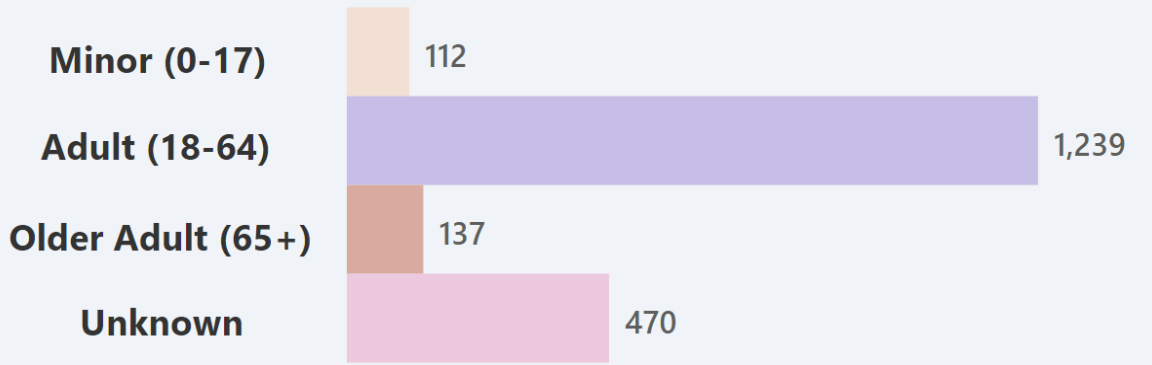
The Demographics of the people that have received services are displayed on this page.

Genders of Unique People Served



*Trans Female, Trans Male, Non-Binary

Ages of Unique People Served



Housing Status of Unique People Served



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this **1st day of July 2023** by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **MIND OC**, a California nonprofit corporation, 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 approval on July 25, 2023.

2. CITY desires to utilize the services of CONTRACTOR to design, develop, and deploy a Mobile Crisis Response Program per Attachment "A".

3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination**. The term of the agreement shall be from July 1, 2023 through June 30, 2025, with an option to extend said agreement an additional three years. Option years shall be exercised one year at time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with CONTRACTOR's proposal which is attached as Attachment "A" and is hereby incorporated by reference. CONTRACTOR is required to present evidence to support performed work completion.

2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal attached as Attachment "A". The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of **One Million One Hundred Thousand Dollars** ($1.1 million), per year for the first two years, payable in arrears and in accordance with proposal in Attachment A. Total Compensation for option years three, four, and five shall have a not to exceed (NTE) amount with options for 18-hour operations or 12-hour operations. For 18-hour operations option year three NTE amount of **One Million One Hundred Thousand Dollars** ($1.1 million), plus Consumer Price Index (CPI); year four NTE amount of **Approved Year Three Budget, plus CPI**; year five NTE amount of **Approved Year Four Budget, plus CPI**. For

12-hour operations option year three NTE amount of **Seven Hundred Seventy Five Thousand Dollars ($775,000)**, CPI; year four NTE amount **Approved Year Three Budget, plus CPI**; year five NTE amount of **Approved Year Four Budget, plus CPI** payable in arrears and in accordance with proposal in Attachment B.

3.2 PAYMENT. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).

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

3.4 **Termination**. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of Paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

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

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

(a) Commercial general liability in an amount of $1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount of $1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.

(c) Professional liability in an amount not less than $1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-,Class VII or better, as approved by the City. If the policy is written

on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/contractor shall obtain continuing insurance coverage for the prior acts or omissions of professional/contractor during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

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

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, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the City**. No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.

6. **Non-Discrimination**. CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor**. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law**.

8.1 CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

8.2 Compliance with Federal Requirements. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following: Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507); CONTRACTOR is subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when CONTRACTOR spends $750,000 or more in federal awards during their fiscal year; Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls; Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding CONTRACTOR monitoring and management; Fund payments are subject to Subpart F regarding audit requirements. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

8.3 Program Fraud & False or Fraudulent Statements or Related Acts. CONTRACTOR and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.

8.4 Debarment / Suspension and Voluntary Exclusion. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and

Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

8.5 Access to Records. As required by 2 C.F.R. 200.331(a)(5), CITY, or any duly authorized representative of CITY, shall have the right of access to any records, documents, financial statements, papers, or other records of CONTRACTOR that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to CONTRACTOR under this Agreement. The right of access also includes timely and reasonable access to CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, but lasts as long as the records are retained.

8.6 Internal Controls. CONTRACTOR must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

8.7 Personally Identifiable Information. CONTRACTOR must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

8.8 Hatch Act. CONTRACTOR must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

8.9 Conflicts of Interest. CONTRACTOR shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal

award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

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

a. (CONTRACTOR)
Mind OC
Attention: Marshall Moncrief, MFT, MBA
18650 MacArthur Blvd., Suite 220
Irvine, CA 92612

b. (Address of City)
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attention: City Manager

(with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

10. **Contractor's Proposal**. This Agreement shall include CONTRACTOR's proposal, which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work**. By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.

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

14. **Limitation Upon Subcontracting and Assignment**. The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement,

CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute**. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

16. **Indemnification**. CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

17. **Appropriations**. This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\ \ \ \

(Agreement Signature Block on Next Page)

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

CITY OF GARDEN GROVE

Date: _____

By:_____
Lisa L. Kim
City Manager

ATTEST:

By:_____
Teresa Pomeroy
City Clerk

MIND OC

By:_____
_____

Date: _____

By:_____
_____

APPROVED AS TO FORM:

By:_____
City Attorney

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.

ATTACHMENT "A"

CONTRACTOR'S PROPOSAL

Garden Grove: Mobile Crisis Intervention Services Team Budget for 07/23 - 06/24
18-Hour Coverage: Team Model from 6:00 am - 12:00 pm staggered w/ 2 Vans

Summary Costs

Personnel	**907,060**
Non-Personnel Operational Costs	**212,940**
Indirect Costs	**100,000**
Philanthropy with Offset (items in purple)	**(120,000)**
Annual Costs (12 months)	**1,100,000**

Two 10-Hour Teams with a 30 min. unpaid lunch and some cross-over

Team starts 30 min. early & end 30 min. after coverage

Team	Shift Times	Hour Types	# of hrs/day	Pay Rate
1	05:30 am - 03:30 pm	Reg Hrs	8	1.0
1		Overtime Hrs	1.5	1.5
2	2:30 pm - 12:30 am	Reg Hrs	8	1.0
2		Overtime Hrs	1.5	1.5
		# of Hours	**19**	
Coverage: 6 am - 12 am				

Detailed Costs

Personnel Costs	**FTE**	**# of Hrs/ Week**	**# Weeks/ Year**	**Hourly Rate (Avg)**	**Annual Wages**	**Benefits @ 25%**	**Annual Total**
Crisis Intervention Workers (CIS): 2 person team							
CIS - Team 1 regular pay	2.80	56	52	$ 30.75	250,723	62,681	**313,404**
CIS - Team 1 overtime pay	0.53	11	52	$ 46.13	13,222	3,305	**16,527**
CIS - Team 2 regular pay	2.80	56	52	$ 30.75	250,723	62,681	**313,404**
CIS - Team 2 overtime pay	0.53	11	52	$ 46.13	13,222	3,305	**16,527**
CIS - Training/PTO/Floaters	0.50	40	52	$ -	-	-	**-**
CIS Subtotal	**7.15**				**527,890**	**131,972**	**659,862**
Case Manager	1.00			$ 27.00	56,160	14,040	**70,200**
Manager, GG Team	1.00			$ 48.00	99,840	24,960	**124,800**
Director, Clinical Operations	0.125	Shared Cost		$ 86.54	22,500	5,625	**28,125**
Director, Education, Data & Outreach	0.125	Shared Cost		$ -	-	-	**-**
Exec Assistant	0.125	Shared Cost		$ 42.07	10,938	2,735	**13,673**
Data Analyst	0.125	Shared Cost		$ -	-	-	**-**
Fleet Supervisor	0.125	Shared Cost		$ 32.00	8,320	2,080	**10,400**
Operations Coordinator	0.125	Shared Cost		$ -	-	-	**-**
Personnel Costs Total	**9.90**				**725,648**	**181,412**	**907,060**

Non-Personnel Operational Costs					**Qty**	**Monthly**	**Annual Total**
Office Space: TBD						-	**-**
Supplies (uniforms, van, program, office)				# Teams	2	500	**12,000**
Community Outreach (Mktg) & Travel Expenses (Mileage for staff)					1	400	**4,800**
Technology Expenses				# Teams	2	600	**14,400**
Medical Director (Consultant)		Shared Cost			1	938	**11,250**
Professional Development (Program Specific)				# Teams	2	304	**7,290**
Vans (Each/Month): Insurance ($500), Fuel ($1.0K per 9.5 hrs), Upkeep & Reg'n ($400)				# Vans	2	1,800	**43,200**
Van 1 (CIS - Full Size) includes Retrofit	Previously $110K funded by Philanthropy $s in 2021						-
Van 2 (CIS - Full Size) includes Retrofit	**No indirect on van**						**120,000**
Non-Personnel Operational Costs Total							**212,940**

Ongoing Personnel & Operational Costs							**1,120,000**

Indirect Costs	**No indirect on van**						**Annual Total**
Indirect (10%)							**100,000**

Ongoing Annual Total							**1,220,000**

Garden Grove: Mobile Crisis Intervention Services Team Budget for 07/23 - 06/24
18-Hour Coverage: Team Model from 6:00 am - 12:00 pm staggered w/ 2 Vans

Year 2: Philanthropic Offset Donation (Expenses in Purple)							Annual Total
Van 1 (CIS - Full Size) includes Retrofit	Previously $110K funded by Philanthropy $s						-
Van 2 (CIS - Full Size) includes Retrofit							(120,000)
Philanthropic Cost Offset Total							(120,000)

Overall Total after Donation							1,100,000

Garden Grove: Mobile Crisis Response Budget for Years 3 through 5
12-Hour Coverage: Team Model

Summary Costs	Year 3
Personnel	649,853
Non-Personnel Operational Costs	54,693
Indirect Costs	70,455
Philanthropy with Offset	-
Annual Costs (12 months)	**$ 775,000**
Year 3 = Approved Budget + CPI (SAMPLE 4%)	**$ 806,000**
Year 4 = Approved Year 3 Budget + CPI	**TBD**
Year 5 = Approved Year 4 Budget + CPI	**TBD**

Shifts

Team	Shift Times	Hour Types	# of hrs/day	Pay Rate
1	Ex: 9:45 am - 10:15 pm	Reg Hrs	8	1.0
1		Overtime Hrs	4	1.5
2	N/A	Reg Hrs	0	1.0
2		Overtime Hrs	0	1.5
		# of Hours	**12**	
Coverage: 12 hours; Ex: 10 am - 10 pm				

One 12-Hour Team with a 30 min. unpaid lunch

Team starts 15 min. early & end 15 min. after coverage

Detailed Costs — **Year 3**

Personnel Costs	FTE	# of Hrs/ Week	# Weeks/ Year	Hourly Rate (Avg)	Annual Wages	Benefits @ 25%	Annual Total 07/25-06/26
Crisis Intervention Workers (CIS): 2 person team							
CIS - Team 1 regular pay	2.80	56	52	$ 30.75	250,723	62,681	313,404
CIS - Team 1 overtime pay	1.40	28	52	$ 46.13	94,021	23,505	117,527
CIS Subtotal	**4.20**				**344,744**	**86,186**	**430,931**
Case Manager	0.80			$ 27.00	44,928	11,232	56,160
Manager, GG Team	1.00			$ 48.00	99,840	24,960	124,800
Director, Clinical Operations	0.091	Shared Cost		$ 86.54	16,364	4,091	20,455
Exec Assistant	0.091	Shared Cost		$ 42.07	7,955	1,989	9,944
Fleet Supervisor	0.091	Shared Cost		$ 32.00	6,051	1,513	7,564
Personnel Costs Total	**6.27**				**519,882**	**129,971**	**649,853**

Non-Personnel Operational Costs					Qty	Monthly	Annual Total
Office Space: TBD						-	-
Supplies (uniforms, van, program, office)				# Teams	1	400	4,848
Community Outreach (Mktg) & Travel Expenses (Mileage for staff)					1	400	4,800
Technology Expenses				# Teams	1	600	7,200
Medical Director (Consultant)	0.100	Shared Cost			1	750	9,000
Professional Development (Program Specific)				# Teams	1	304	3,645
Vans (Each/Month): Insurance ($500), Fuel ($1.2K per 12 hrs), Upkeep & Reg'n ($400)				# Vans	1	2,100	25,200
Van 1 (CIS - Full Size) includes Retrofit	Previously $110K funded by Philanthropy $s in 2021						-
Non-Personnel Operational Costs Total							**54,693**

Ongoing Personnel & Operational Costs							**704,546**

Indirect Costs							
Indirect (10%)							**70,455**

Overall Annual Total							**$ 775,000**

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Economic Development
Subject:	Update on the Civic Center Revitalization Project as requested by City Manager Kim.	Date:	7/25/2023

OBJECTIVE

To provide an update to the City Council on the Civic Center Revitalization Project regarding the issuance of a Request for Qualifications (RFQ) to initiate the procurement process.

BACKGROUND

Through issuance of a Request for Qualifications (RFQ), the City is seeking Statements of Qualification from development teams that have specific and demonstrable experience in delivering Design-Build-Finance (DBF) projects similar to the City's Civic Center Revitalization Project (the "Project") on the existing City Civic Center campus.

DISCUSSION

Through the evaluation process using a "best value" approach, the City intends to select a single development team to enter an exclusive negotiation with the City for a period of six (6) months. This exclusive negotiation is intended to culminate in a single development contract (Development Agreement) under which the development team will design, build, and finance the Project at an agreed not to exceed cost.

By utilizing a DBF under a progressive design-build-agreement project delivery approach, the City expects to secure substantial public benefits. These benefits include risk management, cost savings, expedited project design and construction scheduling, and capitalizing on developer knowledge about lifecycle cost management to deliver predictable long-term operation and maintenance costs.

Following the RFQ evaluation process, it is anticipated that a recommendation to enter into an Exclusive Negotiation Agreement (ENA) with a preferred development team will be brought forward by City Staff and submitted to the City Council for its consideration in September 2023.

City Staff, with the PFAL and Placeworks teams, are continuing to work together to advance the Civic Center Revitalization Project. At recent and upcoming City events (e.g., Concerts in the Park, Movies in the Park, Garden Grove Police Department National Night Out), the City is having informational booths available to engage with the community, garner feedback, and create awareness of the project. The project website (ggcity.org/civic-center) and the City's various social media platforms are continuing to be maintained with regular updates, educational information, flyers, and news on the project to allow the community to stay connected and informed.

FINANCIAL IMPACT

There is no financial impact as this report is for informational purposes and no action is required.

RECOMMENDATION

This report is for informational purposes and no action is required by the City Council.