



**CITY COUNCIL OF THE CITY OF LA HABRA
ADJOURNED REGULAR MEETING 5:30 P.M
&
REGULAR MEETING 6:30 P.M.
MONDAY, APRIL 1, 2024**

COUNCIL CHAMBER
100 EAST LA HABRA BOULEVARD
LA HABRA, CALIFORNIA 90631

The Regular Meeting of the City Council for April 1, 2024, will be at the City of La Habra Council Chamber located at 100 East La Habra Boulevard, La Habra, California. The City Council Chamber will be open to the public at 6:00 p.m. and the meeting will start promptly at 6:30 p.m.

The public is encouraged to participate in the Regular Meeting of the City Council by attending in person or submitting written comments via email to cc@lahabraca.gov no later than 5:00 p.m. on Monday, April 1, 2024. Written comments sent to the City by 5:00 p.m. on the day of the meeting will be printed and provided to the City Council prior to the meeting. The meeting can also be viewed live through the City of La Habra website at www.lahabraca.gov/356/Archived-Council-Videos by clicking on "Watch Live" at 6:30 p.m.

The City of La Habra live broadcasts and replays City Council Meetings on La Habra Cable Channel 3 and over the website at www.lahabraca.gov. Please note that in person attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

The City of La Habra makes every effort to comply with the Americans with Disabilities Act (ADA) in all respects. Should you need special assistance to participate in this meeting, please contact the City Clerk's Office at (562) 383-4030 or cc@lahabraca.gov prior to the meeting. Every effort will be made to provide reasonable accommodations.

ADJOURNED REGULAR MEETING 5:30 P.M.: Cancelled.

REGULAR MEETING 6:30 P.M.:

CALL TO ORDER: Council Chamber

INVOCATION: City Attorney Jones

PLEDGE OF ALLEGIANCE: Councilmember Simonian

ROLL CALL: Mayor Nigsarian
Mayor Pro Tem Espinoza
Councilmember Gomez
Councilmember Medrano
Councilmember Simonian

CLOSED SESSION ANNOUNCEMENT:

PROCLAMATIONS/PRESENTATIONS:

1. Recognition of City Councilmember Simonian for his service on City Council.

PUBLIC COMMENTS: When addressing the La Habra City Council, please complete a Speaker's Card before leaving the Council Chamber.

General Public Comments shall be received at the beginning of the governing body meeting and limited to three (3) minutes per individual, with a total time limit of 30 minutes for all public comments, unless otherwise modified by the Mayor or Chair. Speaking time may not be granted and/or loaned to another individual for purposes of extending available speaking time, and comments must be kept brief, non-repetitive, and professional in nature.

The general Public Comment portion of the meeting allows the public to address any item of City business not appearing on the scheduled agenda. Per Government Code Section 54954.3(a), such comments shall not be responded to by the governing body during the meeting.

CONSENT CALENDAR:

All matters on Consent Calendar are considered to be routine and will be enacted by one motion unless a Councilmember, City staff member, or member of the audience requests separate action or removal of an item. Removed items will be considered following the Consent Calendar portion of this agenda. Public comment shall be limited to three (3) minutes per individual, with a total time limit of 30 minutes per item that has been removed for separate discussion, unless otherwise modified by the Mayor. Speaking time may not be granted and/or loaned to another individual for purposes of extending available speaking time, and comments must be kept brief, non-repetitive, and professional in nature.

1. **PROCEDURAL WAIVER:** Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title only.
2. **APPROVE THE CITY'S EARTHQUAKE INSURANCE POLICY RENEWAL FOR A ONE-YEAR TERM FROM APRIL 19, 2024, THROUGH APRIL 19, 2025**

That the City Council authorize the City Manager to place the City's primary earthquake policy with Landmark American Insurance Company at a policy limit of \$5 million and assign excess coverage of \$78.95 million to General Security Insurance, Palomar Excess and Surplus Insurance, Trisura Specialty Insurance, and Transverse Specialty Insurance for a one-year term from April 19, 2024, through April 19, 2025.

3. APPROVE THE FISCAL YEAR 2024-2025 (FY2024-25) CITY OF LA HABRA LEGISLATIVE PLATFORM

That the City Council adopt the proposed FY2024-25 City of La Habra Legislative Platform and authorize staff to prepare letters of support or opposition to legislative bills for the Mayor's signature, as needed and in accordance with the approved Legislative Platform.

4. APPROVE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE REVIEW AND PREPARATION OF ENVIRONMENTAL DOCUMENTS FOR THE PROPOSED WESTRIDGE HILLS RESIDENTIAL DEVELOPMENT PROJECT

That the City Council approve and authorize the City Manager to enter into an agreement for professional services for the review and preparation of environmental documents for the proposed Westridge Hills residential development project pursuant to the requirements of the California Environmental Quality Act.

5. AWARD CONTRACT TO E&R CONSTRUCTION INC., FOR EMERGENCY STORM DRAIN REPAIRS AT THE INTERSECTION OF HARBOR BOULEVARD AND ARBOLITA DROVE, CITY PROJECT NO. 1-D-24

That the City Council:

A. Approve and authorize the City Manager to execute an Agreement with E&R Construction Inc., and authorize staff to issue a purchase order for an amount \$132,774 which includes 20% contingency for emergency storm drain repairs on the northwest corner of Harbor Boulevard and Arbolita Drive, City Project No. 1-D-24; and,

B. Appropriate \$132,774 from the capital improvement general fund reserve for this emergency storm drain repair.

6. WARRANTS: APPROVE NOS. 00143236 THROUGH 00143403 TOTALING \$1,512,565.87

That the City Council approve Nos. 00143236 through 00143403 totaling \$1,512,565.87.

CONSENT CALENDAR ITEMS REMOVED FOR SEPARATE DISCUSSION:

PUBLIC HEARINGS: None at this time.

CONSIDERATION ITEMS: None at this time.

MAYOR'S COMMUNITY CALENDAR:

COMMENTS FROM STAFF:

COMMENTS FROM COUNCILMEMBERS:

ADJOURNMENT: Adjourned to Monday, April 15, 2024, at 5:30 p.m. in the City Council Closed Session Room 112C, 100 East La Habra Boulevard, followed by the Regular Meeting at 6:30 p.m. in the City Council Chamber.

Except as otherwise provided by law, no action shall be taken on any item not appearing in the foregoing agenda. A copy of the full agenda packet is available for public review at the Office of the City Clerk during regular business hours, and on the City's webpage at <http://www.lahabraca.gov/>.

Materials related to an item on this Agenda submitted to the City Council/Authority/Agency after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 110 East La Habra Boulevard, La Habra, during normal business hours.

In accordance with the Federal Americans with Disabilities Act of 1990, should you require a disability-related modification or accommodation, including auxiliary aids or services to participate in the meeting due to a disability, please contact the City Clerk's Office at least ninety-six (96) hours in advance of the meeting at (562) 383-4030.

DECLARATION: This agenda was posted on the bulletin boards outside the south entrance of City Hall and the Council Chamber, where completely accessible to the public, at least 72 hours in advance of the City Council Meeting.

Rhonda J. Barone, CMC
City Clerk



MEETING DATE: 04/01/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Gabriella Yap, Assistant City Manager

SUBJECT: APPROVE THE CITY'S EARTHQUAKE INSURANCE POLICY RENEWAL FOR A ONE-YEAR TERM FROM APRIL 19, 2024, THROUGH APRIL 19, 2025

RECOMMENDATION:

That the City Council authorize the City Manager to place the City's primary earthquake policy with Landmark American Insurance Company at a policy limit of \$5 million and assign excess coverage of \$78.95 million to General Security Insurance, Palomar Excess and Surplus Insurance, Trisura Specialty Insurance, and Transverse Specialty Insurance for a one-year term from April 19, 2024, through April 19, 2025.

DISCUSSION:

The City's current earthquake insurance policy, which expires on April 19, 2024, provides building, structure, and contents coverage for City-owned buildings. Last year, the City's total insurable value was \$78.95 million. This year there has been a slight increase in the total insurable value to \$81.98 million. In an effort to secure the lowest cost insurance renewal options, staff instructed the City's insurance broker, Schrimmer Insurance, to solicit bids for coverage. Schrimmer Insurance contacted 18 carriers and secured pricing proposals from five, including the City's current carriers. Two carriers declined to submit quotes due to the age of the City's buildings. One carrier declined due to water reservoirs in the City. Seven other carriers declined to quote due to the inability to compete with the City's current carriers. Three carriers declined to quote due to a maximum insurable value of \$10,000,000, \$20,000,000, and \$50,000,000.

Current market conditions across the nation have made it challenging to find insurance carriers who are willing to quote earthquake insurance policies as a result of losses due to increasing destructive weather events, rising inflation, climate changes, as well as the current weather-related events in California. As a result of these events, insurance carriers are spreading their risk among all their policy-holders in the form of higher premiums in order to pay for these claims. For this reason, Schrimmer Insurance was only able to secure five pricing proposals.

The most cost-effective proposal for the City's consideration is a combination bid from five of the City's current carriers. This bid (Quote 1) from Landmark American Insurance Company (primary insurer) and excess layer with General Security Insurance, Palomar Excess and Surplus Insurance, Trisura Specialty Insurance Company, and Transverse Specialty Insurance for a total aggregate policy limit of \$81.98 million for an annual premium of \$356,181. This represents a premium increase of \$25,204 from last year.

A summary of the City's current coverage and all feasible quotes are listed as follows:

	<u>Company</u>	<u>Policy Limits</u>	<u>Deductible</u>	<u>Premium</u>
Current Coverage	Landmark American Insurance	\$5 million	10%	\$330,977
	General Security Insurance Palomar Excess and Surplus Insurance, Trisura Specialty Insurance, and Transverse Specialty Insurance	\$73.95 million		
	Total Policy Limit	\$78.95 million		
Quote 1 (2 layers)	Landmark American Insurance	\$5 million	10%	\$356,181
	General Security Insurance, Palomar Excess and Surplus Insurance, Trisura Specialty Insurance, and Transverse Specialty Insurance	\$76.98 million	10%	
	Total Policy Limit (Recommend)	\$81.98 million		

Staff evaluated the costs and elements of all proposals and recommends renewing the City's earthquake insurance policy with Landmark American (Quote #1) for a policy limit of \$5 million at a 10 percent deductible, and with General Security Insurance, Palomar Excess and Surplus Insurance, Trisura Specialty Insurance Company, and Transverse Specialty Insurance for excess coverage of \$76.98 million policy limit at a 10 percent deductible, with a total premium cost of \$356,181, which is \$25,204 more than the prior year premium amount.

Landmark American Insurance, General Security Insurance, Palomar Excess and Surplus Insurance, Trisura Specialty Insurance Company, and Transverse Specialty Insurance Company all have insurance ratings by A.M. Best of A++, A+, or A- which indicates an excellent financial strength rating, and all demonstrate a high level of financial capitalization.

The City's Earthquake insurance premium history for the last 10 years is listed below:

2014-2015	\$278,461
2015-2016	\$273,611
2016-2017	\$244,445
2017-2018	\$254,328
2018-2019	\$254,328
2019-2020	\$249,168
2020-2021	\$279,880
2021-2022	\$293,538
2022-2023	\$302,968
2023-2024	\$330,977

FISCAL IMPACT/SOURCE OF FUNDING:

Sufficient funds for the earthquake insurance premium have been included in the adopted Fiscal Year 2023-2024 Risk Management Budget. Staff recommends acceptance of the proposals of Landmark American Insurance Company (\$5 million) and General Security Insurance, Palomar Excess and Surplus Insurance, Trisura Specialty Insurance and Transverse Specialty Insurance Company (\$76.98 million) to include a 10 percent deductible at an annual premium cost of \$356,181.

GENERAL PLAN RELEVANCE/CITY COUNCIL GOALS & OBJECTIVES:

The earthquake policy renewal is consistent with the following areas of the General Plan: LU 17.1 Adequate Community-Supporting Uses

It is also consistent with the following FY2023-24 Goals and Objectives: Goal 2, Objective A - Management of Public Revenues and Fiscal Assets.



MEETING DATE: 04/01/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Breanna Hurt, Management Analyst II

SUBJECT: APPROVE THE FISCAL YEAR 2024-2025 (FY2024-25) CITY OF LA HABRA LEGISLATIVE PLATFORM

RECOMMENDATION:

That the City Council adopt the proposed FY2024-25 City of La Habra Legislative Platform and authorize staff to prepare letters of support or opposition to legislative bills for the Mayor's signature, as needed and in accordance with the approved Legislative Platform.

DISCUSSION:

Each year Congress and the California Legislature consider thousands of bills, many of which have the potential to affect local government operations. In order to protect municipal interests, cities often advocate for or against certain legislation. The City Council annually adopts a Legislative Platform to facilitate the City's ability to support or oppose state and federal legislation, or to take a position on policies being considered by regional agencies, as well as communicate its policy direction to staff.

The proposed FY2024-25 Legislative Platform (attached) states the City Council's position on various legislative issues and sets guidelines for staff to follow when monitoring those matters. The proposed Legislative Platform is consistent with the FY 2023-2024 Council adopted Legislative Platform. In general, the City's Legislative Platform is not intended to be specific, but rather a broad statement of what the City supports (e.g. local control and fiscal responsibility) and/or opposes (e.g. unfunded federal and/or state mandates). The Legislative Platform is divided into the seven following categories:

- Administration
- Finance
- Human Resources
- Community Development
- Public Works
- Community Services
- Public Safety

FISCAL IMPACT/SOURCE OF FUNDING:

There is no direct fiscal impact associated with this action.

GENERAL PLAN RELEVANCE/CITY COUNCIL GOALS & OBJECTIVES:

The Legislative Platform should be consistent with each aspect of the General Plan; however, areas of particular relevance include the following:

- LU 2.1 -- 2.6
- LU 3.1, LU 3.3, LU 3.5 -- 3.6, and LU 3.8
- LU 4.3 and LU 4.5 -- 4.7
- LU 6.1 -- 6.2 and LU 6.5
- LU 7.1 -- 7.10
- LU 17.1 -- 17.10
- ED 2.1 -- 5.8
- CI 2.1 -- 6.2
- RN 1.1 -- 1.16

AT 1.1 -- 1.2 and AT 1.8 -- 1.9
AT 2.1 -- 2.10
AT 3.1 -- 3.8
NTMP 1.1 -- 1.9
WS 1.1 -- 2.8
SS 1.1 -- 1.10
SD 1.1 -- 1.10
WQ 1.1 -- 1.9
E 1.1 -- 2.13
WR 1.1 -- 5.7
OS 1.1 -- 4.4
P 1.1 -- 1.12
FS 1.1 -- 1.8
EP 1.1 -- 1.9

Attachments

Legislative Platform

GENERAL POLICY STATEMENT

The City of La Habra's Legislative Platform confirms the City Council's position on current issues that directly or indirectly affect City operations. It establishes guiding principles that City staff shall adhere to when monitoring pending legislation.

The City believes in local control and the ability of locally elected bodies to make policy decisions that address the needs of residents and businesses within its jurisdiction. It supports the use of appropriate tools and resources to carry out Council-approved policies without the threat of preemption, proscription, or unnecessary regulation by the State, Federal Government, or other governmental/regulatory bodies. In general, the City will oppose legislation that erodes local control and will support legislation that affirms local control.

While the City believes in the practice of fiscal responsibility by municipal bodies, it also requires flexibility in order to meet its fiduciary responsibility to the community. Therefore, the City will oppose legislation that hinders its ability to create sound fiscal policy and support legislation that encourages that conduct.

The issues contained within the Legislative Platform are divided into the following seven broad areas:

1. Administration
2. Finance
3. Human Resources
4. Community Development
5. Public Works
6. Community Services
7. Public Safety

1) *Administration*

A. Support maximum flexibility for local government in contracting and contract negotiations.

B. Support local authority to zone and plan for the deployment of telecommunications infrastructure, as well as maintain and manage public right-of-way, receiving compensation for such use.

C. Oppose legislation that could limit the ability of the City to generate new revenue to fund public services.

D. Oppose costly mandates and unnecessary procedures related to the election process and public records requests.

E. Oppose federal or state efforts that seek to limit or control local fiscal and/or contractual relationships.

2) Finance

A. Support measures that seek to protect local government revenues from takings by the State and oppose legislation that reduces general or special local revenues in any way, whether through a shift, borrowing, diversion, or some other financial mechanism.

B. Support full cost reimbursement to local government agencies for state mandated programs. The City also supports the elimination of unfunded mandates and advocates for no new mandates, funded or unfunded.

C. Support local government finance reform efforts that seek to more equitably distribute sales and property taxes and ensure that Orange County receives its fair share of resources.

D. The supports legislation that could help to potentially ease the burden of employee pension obligations.

E. The City opposes any legislation that would restrict a city's ability to restructure or declare bankruptcy.

3) Human Resources

A. The City supports transparency in government, including the release of information concerning public employee salaries, benefits, and other compensation, provided employee personal information remains confidential.

B. The City opposes legislation that removes, circumvents, or diminishes the Council's authority to negotiate in good faith and to set employee salary and benefits, including any requirements that place this authority with any non-elected person or quasi-governmental board.

C. The City opposes legislation that would require mandatory mediation with respect to public employees.

D. The City opposes legislation that mandates the membership composition of local personnel hearing boards.

E. The City supports workers' compensation reform that appropriately balances injured worker compensation and employer liability concerns.

4) Community Development

A. The City opposes legislation that impedes or hinders economic development, including, but not limited to, increased taxes and/or new requirements/regulations for companies conducting business in California.

B. The City supports legislation that enhances the City's efforts to retain existing businesses and attract new businesses, and legislation that provides tangible and productive tools/incentives to support job creation and retention.

C. The City supports legislation that preserves or increases funding for the Community Development Block Grant (CDBG) program, as well as supports legislation that would expand the eligibility and allowable use of CDBG funds on municipal projects and/or programs.

D. The City supports legislation that would place additional regulation and oversight over group homes and transitional living facilities that locate in residential neighborhoods, including legislation that allows cities to place conditions of approval of such facilities.

E. The City opposes legislation that includes punitive impacts related to the RHNA or Housing Element requirements.

F. The City strongly supports the concept of local control for local decision-making on land use and zoning matters and opposes any legislation or proposal to reduce local control.

G. The City opposes legislation and/or regulatory efforts to diminish or eliminate the authority of cities to zone and plan for the development of telecommunications infrastructure, such as cellular communications towers, small cell sites, and transmission sites.

H. The City supports legislation and programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness.

I. The City supports measures that demonstrate regional, collaborative approaches to the issue of homelessness and provide funding for emergency and transitional housing, expanding affordable permanent housing opportunities, and promoting greater self-empowerment for those at risk through counseling, drug/alcohol rehabilitation programs, job training, and other supportive services.

5) Public Works

A. The City supports legislation that enhances overall quality of life issues related to parks, water and sewer facilities, streets, and transportation facilities. For grant-funded programs proposed by the legislature, the City supports a per capita allocation formula.

B. The City supports improvements to the California Department of Transportation's maintenance of State highways.

C. The City supports legislation that encourages energy efficiency of buildings and facilities, both public and private.

D. The City supports legislation that provides funding opportunities to maintain, improve, or replace storm water infrastructure and systems.

E. The City supports efforts to expand funding opportunities to be used for various transportation improvements, including bikeways, sidewalks, and alleyways.

F. The City supports efforts to preserve or enhance local control of the public right-of-way, including full control over the manner, place, and time of use.

G. The City supports legislation to expand funding opportunities to be used for the acquisition and/or enhancement of recreational space, including parks, trails, community facilities, and other open spaces.

6) Community Services

- A. The City supports legislation and funding that enhances the quality, affordability, capacity, accessibility, and safety of child development programs.
- B. The City supports continued State and/or Federal funding for arts and cultural resources.
- C. The City supports policies and programs that provide funding for State-mandated renovations to public facilities and public resources.

7) Public Safety

- A. The City supports legislation that protects local control over community policing efforts and decisions related to staffing, schedules, equipment, and budgetary matters. Legislative or regulatory efforts to diminish or adversely affect control over these matters by the local governing body will be opposed.
- B. The City opposes legislation restricting or regulating a city's ability to contract for municipal services of any type, including public safety services. This includes mandatory reviews or audits, as well as any measure that hinders a city's ability to change service providers or bring services in-house.
- C. The City supports legislation that enhances local control over the regulation of public nuisances including, but not limited to, adult entertainment operations, alcohol-serving establishments, and properties where legal and/or illegal drugs are sold.
- D. The City supports increased funding for local law enforcement to address the negative effects of AB 109 and realignment and opposes legislation that diverts or reduces funding meant to enhance public safety.



MEETING DATE: 04/01/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Susan Kim, Director of Community & Economic Development

SUBJECT: APPROVE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE REVIEW AND PREPARATION OF ENVIRONMENTAL DOCUMENTS FOR THE PROPOSED WESTRIDGE HILLS RESIDENTIAL DEVELOPMENT PROJECT

RECOMMENDATION:

That the City Council approve and authorize the City Manager to enter into an agreement for professional services for the review and preparation of environmental documents for the proposed Westridge Hills residential development project pursuant to the requirements of the California Environmental Quality Act.

DISCUSSION:

On January 29, 2024, the City's Director of Community and Economic Development deemed complete an application from Lennar Homes ("Applicant") for a Vesting Tentative Tract Map (the "Proposed Project") on approximately 151 acres generally located at 1400 South La Habra Hills Drive ("Project Site"). The Proposed Project includes the development of 534 dwelling units, consisting of 110 apartment units that would be restricted to low-income households; and, 286 single-family homes, 78 town homes and 60 duplex residences, that would not be income restricted. The Proposed Project also includes a centrally-located private community center for use only by the development's residents, habitat enhancement and conservation areas, and open space areas.

On February 21, 2024, the City released a Request for Proposals (RFP) from qualified professional environmental consultants to perform a review of the Proposed Project in compliance with the California Environmental Quality Act (CEQA). This review will determine whether a Mitigated Negative Declaration (MND) and/or an Environmental Impact Report (EIR) will be prepared for the Proposed Project. Staff released the RFP through PlanetBids, an eProcurement software company used by the Community and Economic Development Department to procure consultants to augment department staffing. The RFP is provided as Attachment 2 to this staff report.

According to the Bid Summary prepared by PlanetBids (Attachment 3), a total of 69 vendors registered with PlanetBids were notified of the RFP, three prospective bidders were identified, and one proposal was received by the RFP deadline of March 11, 2024. Staff reviewed this proposal (Attachment 4), from Infrastructure Engineers, a Bowman company, and deemed that the proposal adequately provided the scope of services requested by the RFP.

The subject proposal provides a billing structure and a timeline for both the preparation of an MND and an EIR. If, through the preparation of the Initial Study, it is determined that implementation of the Proposed Project would result in significant impacts on the physical environment that cannot be mitigated, an EIR will be prepared; if all impacts can be mitigated to a level of less than significant impact, an MND will be prepared. The cost to prepare the MND is anticipated to be \$81,388 and is estimated to take nine months. The cost to prepare the EIR is anticipated to be \$185,134 and is estimated to take 18 months. Pursuant to the City's fee resolution, the Applicant will be required to provide the City with a deposit of funds to cover the costs of the contract, plus an additional 25% to cover staff management and oversight of the consultant, prior to the consultant commencing work on the environmental review of the Proposed Project.

Once the MND and/or EIR are prepared, both will be subject to public review, for a minimum period of 20 and 45 days respectively. Both the MND and the EIR, as well as the Vesting Tentative Tract Map, are subject to approval by the Planning Commission at a public hearing. The City Council will only review the MND/EIR and the Vesting Tentative Tract Map, if an appeal of the Planning Commission's decision is made within 10 days of said decision.

As the City does not have existing staff in-house to provide the requested services, and the services will be paid for by the Applicant, staff recommends that the City Council approve and authorize the City Manager to enter into a Professional Services Agreement with Infrastructure Engineers to prepare the necessary CEQA review and documentation.

FISCAL IMPACT/SOURCE OF FUNDING:

The professional services agreement is for a not to exceed amount of \$266,522. Pursuant to the City's fee resolution, the Applicant will be required to provide the City with a deposit of funds to cover the costs of the contract, plus an additional 25% to cover staff management and oversight of the consultant. These funds must be deposited by the Applicant prior to the consultant commencing work on the environmental review of the Proposed Project. The fee required to process the Vesting Tentative Tract Map is \$6,532. The Applicant currently has on deposit \$45,000 towards the processing of the Proposed Project.

GENERAL PLAN RELEVANCE/CITY COUNCIL GOALS & OBJECTIVES:

General Plan Relevance:

- LU 1.3 Subsequent Environmental Review
- LU 2.1 Places to Live
- LU 3.1 Sustainable Development Pattern
- LU 7.2 New Residential Development

City Council Goals & Objectives:

Goal 5, Objective Q: Facilitate the development of high-quality housing, at a variety of income levels, to help meet projected demand, as set forth in the Regional Housing Needs Assessment (RHNA).

Attachments

- Professional Services Agreement
- Request for Proposals (without attachments)
- Bid Summary
- Consultant Proposal

AGREEMENT FOR SERVICES

This Agreement is made and entered into this _____ day of _____, 2024, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the "**CITY**"), and Infrastructure Engineers, a Bowman Company, (hereinafter referred to as the "**CONSULTANT**").

RECITALS

WHEREAS, **CITY** requires professional services for environmental consulting services; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

ARTICLE I SCOPE OF SERVICES; TERM

1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Attachment "A" (the documents contained in Attachment "A" shall be hereinafter referred to as the "Scope of Work").

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq.,

Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that CITY may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on April 1, 2024 and continue until completion of the work and its final acceptance by the CITY; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II **RESPONSIBILITIES OF CONSULTANT**

2.1 Control and Payment of Subordinates.

CITY retains **CONSULTANT** as an independent contractor and not an employee of CITY. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the CITY.

2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to CITY that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in

effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of CITY for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of CITY, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to CITY at all reasonable times.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of CITY, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow CITY to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III **COMPENSATION**

3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed \$266,522, without written approval of CITY'S Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by CITY or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

3.2 Payment of Compensation.

CONSULTANT shall provide CITY an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from April 1, 2024 or the start of the subsequent billing periods, as appropriate, through the date of the

statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

3.5 Reimbursement for Expenses

CONSULTANT shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV INSURANCE

4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) Commercial General Liability
 - (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims

arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

(1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

4.10 Failure to Maintain Coverage.

CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

CONSULTANT shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

ARTICLE V
TERMINATION AND INDEMNIFICATION

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.3 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or

equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by CITY. **CONSULTANT** shall be liable to CITY for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** which, at CITY'S discretion, must be revised, in part or in whole, to complete the Project. Should CITY default in the performance of any covenant, conditions, or agreement contained in this Agreement, including payment terms, and the default is not cured within thirty (30) days after written notice of default is served on CITY by **CONSULTANT** then **CONSULTANT**, in addition to any other remedies at law or equity may terminate this Agreement. **CONSULTANT** shall have no liability to CITY for delay or damage caused to CITY because of such termination.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, CITY may procure, any and all services as may be necessary to complete the Project.

5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the CITY within seven (7) days of **CONSULTANT**'s receipt of termination notice, and at no additional cost to CITY. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at CITY's sole risk and without liability or legal expense to **CONSULTANT**.

5.6. Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** shall save, keep defend, indemnify, hold free and harmless CITY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless CITY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings but only to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the **CONSULTANT**. In no event shall the cost to defend charged to the **CONSULTANT** exceed the **CONSULTANT**'s proportionate percentage of fault.

ARTICLE VI
GENERAL PROVISIONS

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: CITY MANAGER
 CITY OF LA HABRA
 P.O. Box 337
 La Habra, Ca. 90633

TO CONSULTANT: Infrastructure Engineers, a Bowman Company____
 3060 Saturn St.

 Suite 250

 Brea, CA. 92821

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved

subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

CONSULTANT represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

CITY reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

CONSULTANT warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S**

compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

CONSULTANT covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

CONSULTANT shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

CONSULTANT shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA:

Jim Sadro, City Manager

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

COUNTER SIGNED:



EXHIBIT "A"
SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Project Approach

TASK 1: PROJECT KICK-OFF MEETING AND BACKGROUND REVIEW

IE responsibilities will include the following:



- Initiate a project kick-off meeting with city staff that will be attended by IE project manager. The purpose of the project initiation meeting will be for team introductions, initiate the roadmap to proceed with tasks, and receive guidance to ensure our team and city staff are in accord with the methods to obtain information needed. IE will review the proposed project description and will develop a revised project schedule, including milestones.
- Conduct an initial site reconnaissance to acquaint the project staff with the proposed project site.
- Preparing a Memorandum for the Record (MFR) documenting the results of the project initiation meeting to be submitted to the city.
- Participate in bi-monthly project virtual meetings with city staff.
- Schedule and assign tasks, manage resources, monitor costs, and adhere to an established project schedule.
- Coordinate and communicate with city planning staff to ensure city policies, procedures and applicable codes are complied with and incorporated into the environmental documentation where applicable.
- Ensure the environmental review process and all components of the Initial Study (IS) satisfy CEQA statutes and guidelines.

Task 1 Deliverables:

- A MFR documenting the results of the project initiation meeting.

TASK 2: NOTICE OF INTENT AND NOTICE OF COMPLETION PREPARATION AND DISTRIBUTION

IE will prepare a Notice of Intent (NOI) to adopt the Mitigated Negative Declaration and post it with the Notice of Completion (NOC) with the State Clearinghouse (SCH) and the County of Orange using the preferred city-template for distribution to the public, responsible agencies, trustee agencies, the Orange County Clerk, and other interested parties the city identifies.

Task 2 Deliverables:

- NOI and NOC (one digital copy).



TASK 3: PEER REVIEW OF TECHNICAL STUDIES

The IE Environmental Consulting Team has extensive experience in peer review of environmental and technical studies and have successfully completed many technical reports of similar nature to the subject project and have completed many work products for such projects throughout Southern California. Our team will conduct a meticulous peer review of the technical studies that exist and or might recommend that additional technical studies be conducted for the project.

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources

- Cultural Resources
- Energy
- Geology / Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology / Water Quality
- Land Use / Planning
- Mineral Resources
- Noise
- Population / Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire



Should the city direct additional or supplemented technical analyses be conducted, the IE team will determine the scope of the additional / supplemented analyses, the timeframe of such analyses, and the costs of the analyses and will advise the city planning staff of such, the amount of which will be added as an addendum to our initial cost proposal.

Task 3 Deliverables:

- Peer review technical memorandums will be provided to the city in PDF format for the technical studies provided by the city.

TASK 4: INITIAL STUDY / MITIGATED NEGATIVE DECLARATION PREPARATION

The IE team will prepare an IS environmental checklist for the proposed project in accordance with Appendix G of the State CEQA Guidelines. The IS will include the project title, lead agency name and address, contact person and phone number, project location, name and address of the project sponsor, general plan designation, zoning, description of the project, surrounding land uses, setting and a list of other agencies who approval is required. The IS will include an introduction, summary, project description, environmental setting, and a Mitigation Monitoring and Reporting Program (MMRP).

- The introduction will discuss the environmental review process for the proposed project and explain the purpose of the initial study.
- The summary will consist of a concise presentation of information contained in the main body of the initial study. The information will include the following: a brief description of the project; a tabular summary of findings pertaining to the project; and a summary of discretionary approvals required for the project.
- The preparation of a clear and concise project description will be essential to begin our analysis. IE will provide the city with a draft of the description for review and comments by city staff before analysis of the environmental categories begins. IE along with city staff will identify objectives from the standpoint of the city. We will define specific characteristics of the project. In addition, we will

identify proposed infrastructure and phasing plans. The description also will include illustrations of regional and site location maps and all plans and elevations required as part of the submitted discretionary application.



- The environmental setting section will consist of a general narrative description of the regional and local setting to establish the environmental and planning context within which the project would occur. In addition to the physical characteristics that comprise the environmental setting, we will discuss relevant regional and local planning programs to establish whether the project is consistent with applicable planning policies and programs. We will provide detailed descriptions of existing conditions and policies within each topical section in the main body of the initial study. We also will identify surrounding land uses on a vicinity map.
- We will prepare an MMRP for the project to include mitigation measures, timing for mitigation measure implementation, responsible parties for conducting mitigation measure implementation, parties responsible for certification of mitigation measure implementation and monitoring timing / completion.
- Our team will prepare a CEQA environmental checklist with data supporting the 20 environmental categories areas defined in the State CEQA Guidelines which include the following:
 - Aesthetics
 - Agricultural Resources
 - Air Quality;
 - Biological Resources
 - Cultural Resources
 - Energy
 - Geology / Soils
 - Greenhouse Gas Emissions
 - Hazards and Hazardous Materials
 - Hydrology / Water Quality
 - Land Use / Planning
 - Mineral Resources
 - Noise
 - Population / Housing
 - Public Services
 - Recreation
 - Transportation
 - Tribal Cultural Resources
 - Utilities and Service Systems
 - Wildfire



The CEQA environmental checklist categories will include brief discussions on environmental changes and potential impacts resulting from implementation of the proposed project and justification why the checklist category would result in either No Impact, Less Than Significant Impacts, Less Than Significant Impacts with Mitigation Incorporated, or Potentially Significant Impacts that cannot be mitigated to levels below significance and would therefore, require the preparation of an Environmental Impact Report (EIR).

The IS will include a MND that will consist of a one- or two-page summary that includes a brief project description (including the project name and location), findings that the project will not have significant effects on the environment and will list all environmental checklist categories have been

mitigated to levels below significance. The MND would be incorporated as part of the IS and include mitigation measures that would avoid or reduce impacts to levels below significance. We will use the city adopted form for the mitigated negative declaration.

Task 4 Deliverables:

- An IS environmental checklist and MND with data supporting the checklist for the 20 category areas defined in the State CEQA guidelines. (one hard copy; and one digital copy)
- A MMRP (one hard copy; and one digital copy)

TASK 5: NOTICE OF DETERMINATION

IE will compose a Notice of Determination (NOD) according to the city-desired format to file with the County of Orange within five working days after approval of the project. If applicable, IE will pay the CDFW with the County of Orange. The content of the NOD will be as prescribed in CEQA Section 15075.



Task 5 Deliverables:

- NOD (one digital copy).
- CDFW payment receipt.

TASK 6: PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT (IF DEEMED NECESSARY)

Draft Environmental Impact Report

In the event the initial study / mitigated negative declaration identifies potentially significant impacts that cannot be mitigated to levels below significance, CEQA Guidelines § 21082.1 state and EIR shall prepared. IE will prepare a Draft Environmental Impact Report (DEIR) in accordance with the CEQA implementation procedures. We will analyze at the project level, which will provide a sufficient level of study that additional CEQA compliance will not be required if the City Council decides to approve the project and certify the EIR. The DEIR will include all the required contents per CEQA and will include a detailed inventory of existing conditions, thresholds of significance used for the evaluation of impacts, and an analysis of the environmental impacts and levels of significance. We will provide appropriate mitigation measures for potential impacts identified in each environmental issue area shown in the IS environmental analysis checklist for which a potentially significant impact may occur. We have budgeted up to two rounds for review of the administrative DEIR by the Planning Division and have allocated up to 45 days for review into our proposed project schedule.



The administrative DEIR will assess and include the following:

- Technical Issues
- Alternatives
- Consequences of Project Implementation
 - Cumulative Impacts
 - Growth-Inducing Impacts
 - Significant Irreversible Environmental Changes
 - Effects Found Not to Be Significant
- Organizations and Persons Consulted
- Preparers
- Acronyms

- Bibliography

Deliverables:

- Round 1 administrative DEIR in Word format
- Round 2 administrative DEIR in Word format

Prepare Screencheck Draft Environmental Impact Report

Many tasks require in-depth analysis of data affecting land use. It is of paramount importance to know the city's policies regarding land use and zoning, as well as how they correlate with the building and municipal codes. Our environmental staff will compose an EIR / mitigation monitoring, and reporting program to be incorporated into the project. Following the two rounds of review of the administrative DEIR, we will revise and prepare a screencheck DEIR and technical appendices for approval by the city's Planning Division within two weeks of receiving comment from the Planning Division prior to distributing the DEIR for the required 45-day public review period.



Deliverables:

- Screencheck DEIR in Word and PDF format.

DEIR and Technical Appendices Circulation

The IE team will print (as needed) and distribute the DEIR once it has been approved. We will submit the DEIR and NOC to the State Clearing House (SCH) following their most recent digital submission criteria.

In addition, we will provide 15 comb-bounded hybrid copies, with hardcopy of the DEIR with a CD or flash drive of all appendices attached, for the Planning Commission and city staff, and will provide one full hardcopy of the DEIR including tabbed technical appendices in three-ring binders for Planning Division use.

Lastly, we will provide the Planning Division with one master CD or flash drive that includes PDF and Word versions of DEIR and set of DEIR figures. We will deliver all copies of the NOC.

Deliverables:

- DEIR and NOC to SCH.
- 15 Comb-bound hybrid copies DEIR (hardcopy of the Volume 1 of the DEIR with a CD of all volumes of the DEIR attached) for internal city distribution.
- One tabbed, three-ring binder full hardcopies DEIR for Planning Division use.
- One master CD or flash drive that includes PDF and Word versions of DEIR and set of DEIR figures.



Draft and Screencheck FEIR and Technical Appendices Preparation and Circulation

Upon completion of the 45-day review and response-to-comment period for the DEIR, the IE team will prepare a draft final EIR (FEIR) based on comments received during the 45-day public review period. We will evaluate and annotate comments received and will prepare written responses to all comments as required by CEQA. The response to comments will contain an introduction that describes the public review process, copies of all comment letters received, minutes from public meetings where oral comments were taken, and written responses will focus on comments that address adequacy of the DEIR. Other comments that do not address the DEIR adequacy will be noted as such and no further response will be provided unless the city deems it necessary. We will prepare all responses with input from technical specialists, as necessary, and will submit them to the Planning Division for review. We assume that only one round of review of the draft FEIR will be necessary by

the Planning Division and that we will require up to one month for review from the end of the 45-day public review period.

Mitigation Monitoring and Reporting Program. Our team will prepare the MMRP as part of the development of the FEIR. The MMRP will be appended to the FEIR document. The MMRP will include all accepted mitigation measures and will contain, at a minimum, the following:

- Project time period to which the measure applies i.e., during construction, prior to obtaining grading permit, prior to operation, etc.).
- Future review and reporting requirements.
- Responsible party for cost of mitigation.
- Responsible party for implementing and enforcing mitigation.
- Requirements for monitoring by outside agency.
- Monitoring and reporting frequency.

Following the Planning Division revisions, we will revise and provide a screencheck FEIR for approval by the city. Once approved, we will print and distribute the FEIR at least three weeks (21 days) prior to the Planning Commission hearing.

Deliverables:

- Draft FEIR in Word format.
- Screencheck FEIR in PDF format.

Draft Findings of Fact and Statement of Overriding Considerations Preparation

The IE team will prepare a draft Findings of Fact (FOF) and a Statement of Overriding Considerations (SOC), if necessary, in accordance with Sections 15091 and 15093 of the CEQA Guidelines for the city's use. We will plan for one round of review of the draft document by the Planning Division

Deliverables:

- Draft FOF and SOC (if necessary) in Word format.
- Update draft FOF and SOC (if necessary) in Word format.



Proposed Schedule

Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821



City of La Habra, CA
Westridge Hills Project - CEQA Compliance (Initial Study / Mitigated Negative Declaration)
Prepared by Infrastructure Engineers, a Bowman company

03/08/2024

Project Schedule

Task	TASK DESCRIPTION	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
1.0	Project Kick-off Meeting and Project Background Review									
2.0	Notice of Intent (NOI) and Notice of Completion (NOC) Preparation and Distribution									
3.0	Peer Review of Technical Studies and Memorandum Preparation									
4.0	Initial Study/Mitigated Negative Declaration Preparation									
5.0	Notice of Determination (NOD) Filing With County Clerk									

Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821



City of La Habra, CA
Westridge Hills Project - CEQA Compliance (Environmental Impact Report)
Prepared by Infrastructure Engineers, a Bowman company

03/08/2024

Project Schedule

Task	TASK DESCRIPTION	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18
1.0	Kick-off Meeting and Background Review																		
2.0	Notice of Preparation Circulation																		
3.0	Expanded Project Description Preparation																		
4.0	Administrative DEIR Preparation																		
5.0	Screencheck DEIR Preparation																		
6.0	DEIR and Technical Appendices Circulation																		
7.0	Draft and Screencheck FEIR and Technical Appendices																		
8.0	Draft Findings of Fact and Statement of Overriding Considerations																		
9.0	Meeting Preparation, Presentations and Public Meetings																		
10.0	Administrative Record Preparation																		

NOTE: Overall project management and administrative services will occur over the entire length of the project which includes scheduled and anticipated meetings with the City.

EXHIBIT "B"
COMPENSATION RATES AND CHARGES

Proposed Billing Structure

Infrastructure Engineers, a Bowman company 3060 Saturn Street, Suite 250 Brea, CA 92821		City of La Habra, CA Westridge Hills Project - CEQA Compliance (Initial Study / Mitigated Negative Declaration) Prepared by Infrastructure Engineers, a Bowman company					ENGINEERS A BOWMAN COMPANY
Cost Proposal							03/08/2024
Task	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	PROJECT MANAGER	ENVIRONMENTAL PLANNER III	ENVIRONMENTAL PLANNER II	GIS ANALYST I	TOTAL
	Hourly Rate:	\$238	\$173	\$165	\$144	\$150	
1.0	Project Kick-off Meeting and Project Background Review	4	20	40	60		\$19,652
2.0	Notice of Intent (NOI) and Notice of Completion (NOC) Preparation and Distribution		2	2	8		\$1,828
3.0	Peer Review of Technical Studies and Memorandum Preparation		20	30	40		\$14,170
4.0	Initial Study/ Mitigated Negative Declaration Preparation		40	100	140	16	\$43,580
5.0	Notice of Determination (NOD) Filing With County Clerk		2	4	8		\$2,158
Team Member Totals		\$952	\$14,532	\$29,040	\$36,864	\$2,400	
TOTAL							\$81,388

* Overall project management and administrative services costs including travel, meetings, reproduction, supplies, communications, and special delivery/mailing have been calculated and included in the estimated costs indicated above. This cost is based on the assumption that an EIR will not be needed for this project.

Infrastructure Engineers, a Bowman company 3060 Saturn Street, Suite 250 Brea, CA 92821		City of La Habra, CA Westridge Hills Project - CEQA Compliance (Environmental Impact Report) Prepared by Infrastructure Engineers, a Bowman Company					ENGINEERS A BOWMAN COMPANY	
Cost Proposal							03/08/2024	
Task	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	PROJECT MANAGER	ENVIRONMENTAL PLANNER III	ENVIRONMENTAL PLANNER II	GIS ANALYST I	PLANNER III	TOTAL
	Hourly Rate:	\$238	\$173	\$165	\$144	\$150	\$153	
1.0	Kick-off Meeting and Background Review	2	2	8	8			\$3,294
2.0	Notice of Preparation Circulation			8	10			\$2,760
3.0	Expanded Project Description Preparation		10	16	40			\$10,130
4.0	Administrative DEIR Preparation		30	120	200	40	20	\$62,850
5.0	Screencheck DEIR Preparation		40	90	120			\$39,050
6.0	DEIR and Technical Appendices Circulation		20	30	60			\$17,050
7.0	Draft and Screencheck FEIR and Technical		20	40	60			\$18,700
8.0	Draft Findings of Fact and Statement of Overriding Considerations		20	20	40			\$12,520
9.0	Meeting Preparation, Presentations and Public Meetings		20	20	40			\$12,520
10.0	Administrative Record Preparation		10	10	20			\$6,260
Team Member Totals		\$476	\$29,756	\$59,730	\$86,112	\$6,000	\$3,060	
TOTAL							\$185,134	

CITY OF LA HABRA
REQUEST FOR PROPOSALS (RFP)
CEQA REVIEW OF THE WESTRIDGE HILLS PROJECT



RFP RESPONSES ARE DUE BY:
5:00 P.M., MONDAY, MARCH 11, 2024
LATE PROPOSALS WILL NOT BE ACCEPTED. NO EXCEPTIONS

Community and Economic Development Department
110 E. La Habra Boulevard
La Habra, CA 90631
(562) 383-4100

Approved for Advertising:

Susan Kim, AICP, LEED AP ND
Director of Community and Economic Development
Date Issued: Tuesday, February 21, 2024

CONTENTS

NOTICE OF REQUEST FOR PROPOSALS (“RFP”)1

BACKGROUND2

 Previous Project.....3

SCOPE OF SERVICES6

CONTRACT REQUIREMENTS7

PROPOSAL FORMAT AND CONTENT.....7

PROPOSAL SUBMITTAL.....8

AMENDMENTS.....9

ACCEPTANCE OF PROPOSALS9

EVALUATION/SELECTION CRITERIA.....9

PRE-CONTRACTUAL EXPENSES9

CONTRACT 10

PUBLIC INFORMATION 10

EXAMINATION OF PROPOSAL DOCUMENTS 10

QUESTIONS, CLARIFICATIONS AND ADDENDA..... 10

 Examination of Documents 10

 Responses/Addenda..... 10

ATTACHMENTS 10

CEQA REVIEW OF THE WESTRIDGE HILLS PROJECT

NOTICE OF REQUEST FOR PROPOSALS (“RFP”)

The City of La Habra (“City”) invites proposals from qualified professional environmental consultants (“Consultant”) to review and prepare environmental documentation for the Westridge Hills Project (“Proposed Project”) pursuant to the requirements of the California Environmental Quality Act. The goal is to prepare a legally-defensible review of the Proposed Project in compliance with CEQA, while also streamlining the preparation of these documents to the extent feasible and allowed under State law.

Consultants must submit proposals in response to this RFP via the [PlanetBids portal](#), no later than 5:00 P.M. on March 11, 2024, according to the instructions contained herein. Mailed or hand-delivered proposals or proposals received after the above-specified date and time will be rejected. Consultants must submit written statements of technical qualifications and describe in detail their proposed work plan and schedule for completing the work specified in the RFP. Consultants are required to comply with all applicable federal and state laws, and equal opportunity laws and regulations. Consultants must submit in writing, all questions and requests for clarification regarding the RFP, via the [PlanetBids portal](#), no later than 5:00 P.M. on February 26, 2024. The City will post responses to these questions and requests for clarification to PlanetBids in the form of addenda to this RFP, no later than 5:00 P.M. on February 29, 2024. Acknowledgment of receipt of all addenda shall be included in the Letter of Transmittal.

Proposals shall be considered firm offers to enter into a contract with the City of La Habra and perform the work described in this RFP for a period of 180 days from the date of submission. The City reserves the right to accept or reject any or all proposals, waive any informalities or irregularities in the proposals, request additional information or revisions to the proposals, and to negotiate with any or all Consultants. Any contract award shall be to a firm that submits the most comprehensive and cost-effective proposal based on the City’s evaluation. If the anticipated fee is over \$35,000, an agreement to contract with the selected Consultant will be required to be approved by the City Council.

This notice, together with the following sections, comprises the RFP for this project.

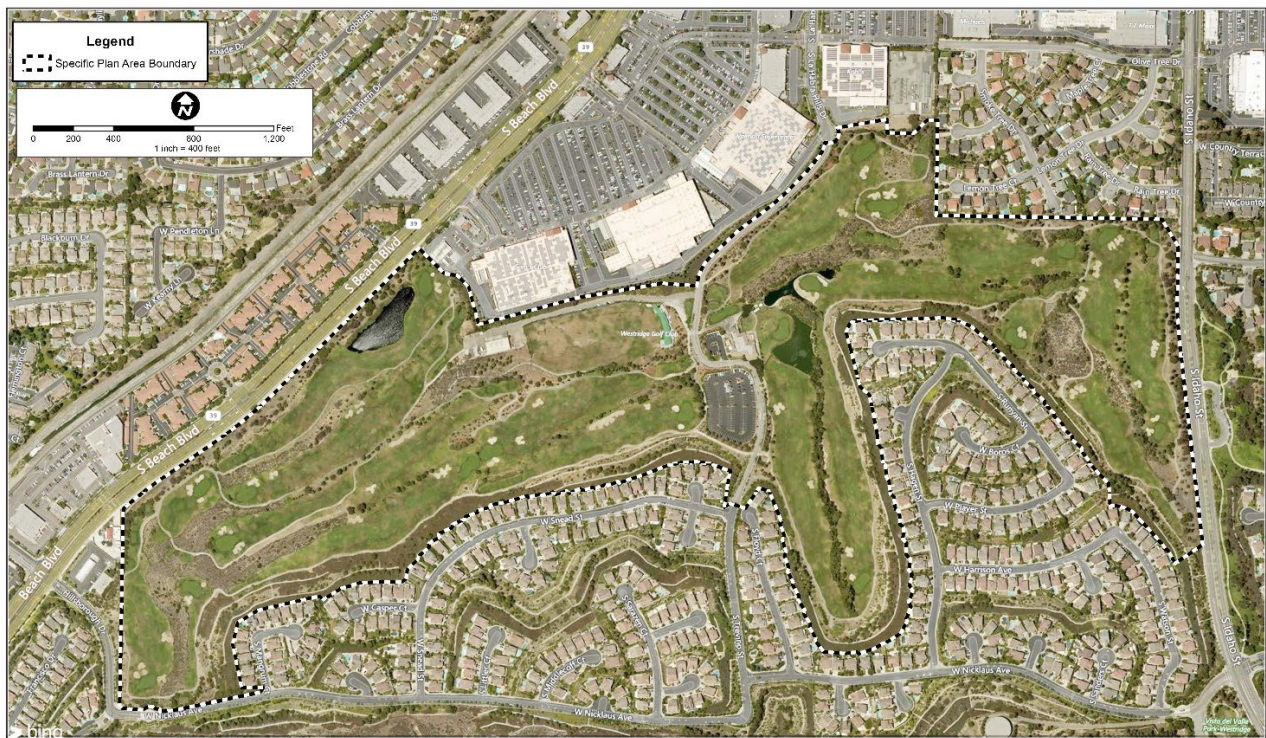
Key RFP Key Dates and Times

RFP Issued:	February 21, 2024
Questions and Clarifications Due By:	5:00 P.M., February 26, 2024
Addenda Issued:	5:00 P.M., February 29, 2024
Proposals Due By:	5:00 P.M., March 11, 2024

BACKGROUND

The City of La Habra (“City”) is located in the northwest corner of Orange County on the Orange-Los Angeles County border line. It is immediately adjacent to the Los Angeles County cities of Whittier and La Mirada to the west; La Habra Heights to the north; the Orange County cities of Brea to the east, and Fullerton to the south.

On January 29, 2024, the Director of Community and Economic Development, for the City of La Habra, deemed complete an application from Lennar Homes (“Applicant”) for a Vesting Tentative Tract Map for the development of: 534 dwelling units, consisting of 286 single-family homes and 248 multi-family residences, including 78 town homes and 60 duplex (duet) attached for-sale residences and 110 affordable income level rental residences, in addition to a centrally-located private community center for use only by the development's residents, habitat enhancement and conservation areas, and open space areas (“Proposed Project”), on approximately 151 acres generally located at 1400 South La Habra Hills Drive, in the City of La Habra (“Project Site”). The Project Site is shown below. The application materials that make up the application that was deemed complete are provided as Attachments 2-12, and staff’s comments on the application are provided as Attachment 13.



WESTRIDGE HILLS COMMUNITY DEVELOPMENT PLAN
LENNAR August 30, 2022

LOCATION MAP

The La Habra General Plan designates the project site for Open Space land use (Parks, Flood Channels) and the project site is located within Planning Area E of the La Habra Hills Specific Plan. The La Habra Hills Specific Plan currently allows only the following uses within Planning Area E: public buildings, leased or used by any governmental jurisdiction, including parks, public easements and water works; golf courses and driving ranges; recreation facilities; miscellaneous accessory structures; and, oil drilling and production. The Proposed Project is inconsistent with the General Plan, the La Habra Hills Specific Plan, and the City’s zoning ordinance, but the Applicant has repeatedly declined to apply for any legislative changes, based on the Applicant’s interpretation of the applicability of the “Builder’s Remedy” under Government Code Section 65589.5(d). The City’s decision that the application for the Proposed Project is complete under Government Code Section 65943 is not in any way a

concession or agreement that the “Builder’s Remedy” applies to this application. The City Council adopted its Housing Element on September 19, 2022, by Resolution No. 6085, and found that it was substantially compliant with State law. All of the sites identified in the Housing Element to meet the City’s share of the Regional Housing Needs Assessment (RHNA) were accommodated within the City’s existing zoning. The subject property was not designated for housing in the Housing Element. The California State Department of Housing and Community Development (HCD) later certified the City’s Housing Element on April 21, 2023, following some non-substantive administrative changes. The Applicant submitted what it classified as a Preliminary Application pursuant to SB 330, the Housing Crisis act of 2019, on January 19, 2023.

Previous Project

On November 2, 2020, the La Habra City Council approved Resolution No. 5977 denying the Rancho La Habra Project, a previously-proposed project by the Applicant on the same Project Site as the Proposed Project. A Draft Environmental Impact Report (EIR), Partially Recirculated Draft EIR and a Final EIR were prepared for the Rancho La Habra Project. The Final EIR found several areas with significant unavoidable impacts including: Land Use and Planning; Population and Housing; Aesthetics; Traffic and Circulation; Air Quality; Greenhouse Gas Emissions; and, Noise and Vibration. The City did not adopt a Findings of Fact/Statement of Overriding Considerations or certify the EIR. Instead, the City Council determined that CEQA did not apply to the denial of the Rancho La Habra Project under Public Resources Code Section 21080(b)(5). The environmental documents prepared in connection with the previous Rancho La Habra Project are available on the City’s website: [CEQA Documents & Public Notices | La Habra, CA - Official Website \(lahabracaca.gov\)](https://www.lahabracaca.gov/CEQA-Documents-Public-Notices).

As part of the application materials for the Proposed Project, the Applicant submitted a CEQA Checklist (see Attachment 6) intended to provide a summary of the potential environmental impacts that may result from implementation of the Proposed Project in comparison to the impacts that were identified for the Rancho La Habra Project. For most impact areas, the Proposed Project’s potential environmental impacts are compared in this checklist to the analysis completed in the Rancho La Habra Specific Plan EIR. In a few circumstances, due to changes in methodology, this checklist provides a further analysis of the impacts of the Proposed Project. Based on this analysis, the Applicant believes that Public Resources Code Section 21166 and the corresponding CEQA Guidelines Section 15162, apply to the proposed project (see page 9 of the checklist):

Public Resources Code Section 21166: *When an environmental impact report has been prepared for a project pursuant to this division, no subsequent or supplemental environmental impact report shall be required by the lead agency or by any responsible agency, unless one or more of the following events occurs:*

(a) Substantial changes are proposed in the project which will require major revisions of the environmental impact report.

(b) Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report.

(c) New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.

CEQA Guidelines Section 15162:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

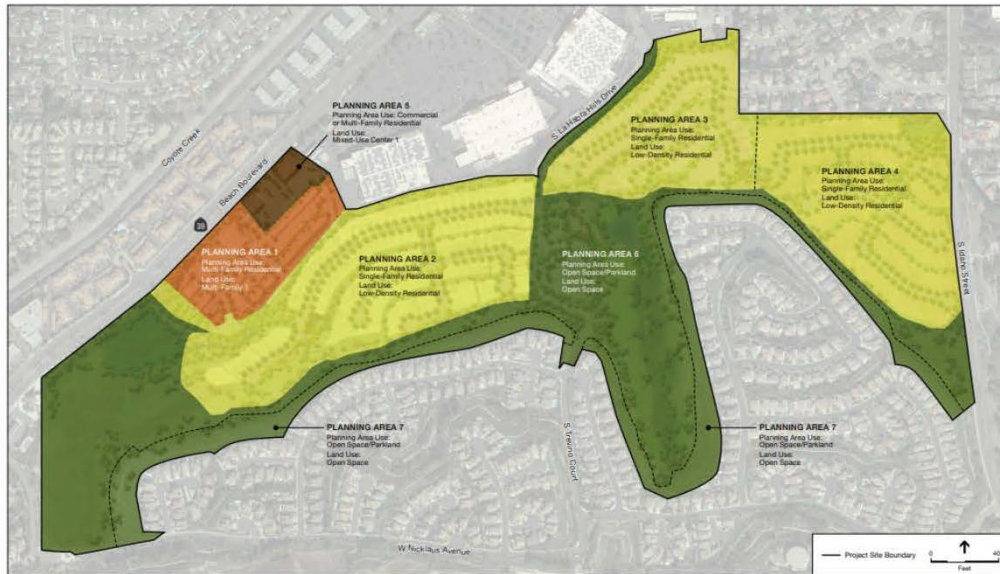
(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.

(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.

Although the CEQA Statute only references "an environmental impact report has been prepared for a project" and does not state "certified," it is clear from the CEQA Guidelines that the EIR that was prepared must also have

been certified, in order to exempt a project from a subsequent EIR or addendum. Also, the Proposed Project is different from the previous project in meaningful ways. However, staff does believe that there may be some usable information from the EIR prepared for the Rancho La Habra Project and the checklist submitted by the applicant that could streamline the environmental documentation and analysis to analyze the Proposed Project. The site plans submitted for the Rancho La Habra Project and the Proposed Project are provided below.

Rancho La Habra site plan



RANCHO LA HABRA SPECIFIC PLAN EIR

Figure ES-2: Proposed Land Use

Source: Google Earth Pro; Carlson SLS; BrightView Design Group

Westridge Hills site plan



Lester Thomas
of California, LLC
1919 Silver Parkway
Irvine, CA 92618

WESTRIDGE HILLS
L.A. 92618, CA

PRELIMINARY APPLICATION
10/20/2018, 10/20/2018

NOT TO SCALE

PROJECT DEVELOPMENT PLAN
Date: November 8, 2018 (10/27/2018)

EXHIBIT 3

SCOPE OF SERVICES

The City is seeking proposals from qualified environmental consultants to perform a legally-defensible review of the Proposed Project in compliance with CEQA, while also streamlining the preparation of these documents to the extent feasible and allowed under State law. The City has determined that the Proposed Project is a project under CEQA and that it is not exempt from CEQA. The City has not yet determined whether a Mitigated Negative Declaration or an Environmental Impact Report will be required for the Proposed Project. The City will make that determination following the Consultant's preparation of an initial study pursuant to CEQA Guidelines Section 15063; and, based on the results of the initial study, will determine whether it will prepare a Negative Declaration, Mitigated Negative Declaration or an Environmental Impact Report.

Therefore, Consultants should provide a Scope of Work that includes:

1. A kick-off meeting with the Applicant and City staff.
2. On-going, once a week, project management meetings with City staff. These meeting may be in person or virtual. These meetings shall be a minimum of 30 minutes and may include the Applicant at the City's discretion. These meeting may also be cancelled at the City's discretion.
3. The review of all Application materials, including technical studies and previously prepared CEQA documents, and the identification of any additional information needed to prepare environmental analysis pursuant to the requirements of CEQA.
4. Preparation of any technical studies deemed necessary for the environmental review of the Proposed Project. These studies may substitute for or be in addition to any studies that are included in the Application that was deemed complete (see Attachments 7-12).
5. Preparation of an initial study.
6. Assisting City staff with any consultation needed with other agencies, including Tribal consultation.
7. Costs to prepare an EIR, if the Initial Study determines that an EIR is required for the Proposed Project, including but not limited to:
 - a. Joint Notice of Preparation (NOP) and of a Scoping Meeting (including filing with the Office of Planning research and the Orange County-Clerk Recorder, sending by certified mail to all applicable responsible and trustee agencies, and by mail to all property owners and occupants within a 300-foot radius of the Proposed Project).
 - b. Holding of Scoping Meeting (presentation, note taking).
 - c. Preparation of the Draft EIR, including any technical studies.
 - d. Preparation and transmittal of the Notice of Completion (NOC) to OPR.
 - e. Preparation and mailing of the Notice of Availability (NOA) to all applicable responsible and trustee agencies, interested parties and all property owners and occupants within a 300-foot radius of the Proposed Project. City staff will coordinate the advertisement of the NOA.
 - f. Preparation of the Response to Comments document and the Final EIR.
 - g. Preparation of a draft Statement of Overriding Considerations and Findings of Fact. The City Attorney will finalize said document.
8. Costs to prepare a Negative Declaration/Mitigated Negative Declaration (ND/MND), if the if the Initial Study determines that an ND/MND may be prepared for the Proposed Project, including:
 - a. Preparation of the ND/MND pursuant to CEQA Guidelines Section 15071
 - b. Preparation of the Notice of Intent (NOI) to Adopt a Negative Declaration/Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15072 (include postings, mailings and legal advertisement)
 - c. Review of comments received on the NOI and preparation of responses

9. Costs to attend Planning Commission meeting.
10. Costs to attend City Council meeting (if the Planning Commission's decision is appealed)
11. Preparation of Notice of Determination (include recording with the County (including payment of Orange County Clerk-Recorder processing fee and Department of Fish and Wildlife fee) and OPR)

City review of documents:

1. All reviews shall include one screencheck and one proofcheck document, with the exception of notices which shall only require review of one screencheck document.
2. All City reviews of screencheck documents prepared by the Consultant shall be a minimum of three weeks, with the exception of notices, which shall be one week.
3. In the event the screencheck document has substantial errors or needs significant revising, an additional screencheck may be required.
4. All City reviews of proofcheck documents shall be a minimum of two weeks.
5. Shorter review times may occur at the discretion of the City.

The Consultant shall not contact the Applicant directly. All requests for information from the Consultant to the Applicant must be made through the City's assigned case planner for the Proposed Project. There shall be no meetings, conversation or correspondence with the Applicant about the Proposed Project without a representative of the City present, or copied on the correspondence. If the Applicant contacts the Consultant directly about the Proposed Project, City staff shall be notified immediately.

CONTRACT REQUIREMENTS

Consultants should be aware that a contract for services resulting from their proposal will include all provisions contained in Attachment 1. The consultant must indicate in its proposal whether it will agree to these terms, or if not, the consultant must provide an explanation and proposed alternative language.

PROPOSAL FORMAT AND CONTENT

To be considered, Consultants must submit proposals on or before 5:00 P.M. on March 11, 2024 via the [PlanetBids portal](#). Mailed or hand-delivered proposals or proposals received after the above-specified date and time will be rejected. Proposals shall be typed and formatted for double-sided printing on 8 1/2" x 11" size paper. Consultants should not include any unnecessarily elaborate promotional material.

The proposal shall be addressed to:

**Susan Kim, Director of Community and Economic Development
City of La Habra
110 East La Habra Boulevard
La Habra, CA 90631**

Consultants shall clearly mark the cover of the proposal with the following:

"PROPOSAL FOR WESTRIDGE HILLS PROJECT - CEQA COMPLIANCE"

At a minimum, the proposal shall contain the following information:

1. Identification of the individual who shall have contractual responsibility with the City of La Habra. Identification shall include legal name of company, corporate address, telephone number and e-mail address of the contact person identified during the period of proposal evaluation.
2. Acknowledgment of receipt of all addenda, if any.
3. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
4. A brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees.
5. A general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the ability of the Consultants to provide the Scope of Services.
6. The firm's experience in performing work of a similar nature to that solicited in this RFP, highlighting the participation in such work by the any personnel proposed for assignment to provide the Scope of Services.
7. Brief resumes (two pages maximum per resume) for any personnel proposed for assignment to provide the Scope of Services.
8. A minimum of three references for completed work similar to that in scope of work contained in this RFP. Furnish the contact name, title, address and telephone number of the person at each client agency/organization who is most knowledgeable about the work performed.
9. Documentation from the consultant's insurance carrier confirming that the consultant has the following required coverage:
 - General Liability Insurance \$2,000,000
 - Professional Liability Insurance \$1,000,000
 - Motor Vehicle Liability Insurance \$1,000,000
 - Workers' Compensation Statutory Coverage
10. Proposed billing structure for the services.
11. A statement of any exceptions or deviations from the Scope of Services, the Professional Services Agreement, or the required Insurance Coverage. Where Consultants wish to propose alternative approaches to scope of services or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Consultants shall be deemed to have accepted the contract requirements as set forth in.
12. Signature of the individual authorized to bind the Consultants to the terms of the proposal.

PROPOSAL SUBMITTAL

Proposals must be submitted on or before 5:00 P.M. on March 11, 2024, via [PlanetBids portal](#). Mailed or hand-delivered proposals or proposals received after the above-specified date and time will be rejected.

AMENDMENTS

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date. Amendments will be posted on the [PlanetBids portal](#).

ACCEPTANCE OF PROPOSALS

1. The City reserves the right to accept or reject any or all proposals, waive any informalities or irregularities in the proposals, request additional information or revisions to the proposals, and to negotiate with any or all Consultants.
2. The City reserves the right to withdraw this RFP at any time without prior notice and the City of La Habra makes no representations that any contract shall be awarded to any Consultants responding to this RFP.
3. The City reserves the right to issue a new RFP for the work.
4. Proposals received by the City are subject to public inspection under the California Public Records Act (Government Code Section 6250 et seq.), unless exempt and shall be made available upon request after award.
5. Proposals submitted are not to be copyrighted.
6. The City reserves the right to require confirmation of information furnished by any Consultants and/or request any Consultants to provide additional evidence of qualifications to successfully perform the work.

EVALUATION/SELECTION CRITERIA

The City intends to engage the most qualified Consultants available that demonstrate a thorough understanding of the City's needs. City staff will use the following criteria to evaluate proposals:

1. Understanding of the Scope of Services
2. Demonstrated professional technical skills, experience, performance and approach
3. Familiarity with City, County and State procedures
4. References and satisfaction of clients
5. Completeness and quality of proposal
6. Cost approach for performing services

PRE-CONTRACTUAL EXPENSES

The City shall not, in any event, be liable for any pre-contractual expense incurred by Consultants in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by Consultants in:

1. Preparing its proposal in response to this RFP.
2. Submitting its proposal to the City of La Habra.
3. Negotiating with the City of La Habra on any matter related to its proposal.
4. Any other expenses incurred by Consultants prior to date of award.

CONTRACT

The standard Professional Services Agreement (Sample) the Consultant shall be required to enter into with the City is shown in Attachment 1 and will be the requirement of the RFP for those selected to be included on the qualified contractors list. This RFP and the Professional Services Agreement does not guarantee work under the agreement, it simply qualifies those on the list to be called upon during the contract period for work as needed.

PUBLIC INFORMATION

All materials received in response to this RFP will become public information and be available for inspection after the award of bid pursuant to the Public Records Act. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Consultants represent that they have thoroughly examined and become familiar with the work required by this RFP and its attachments and that it is capable of performing quality work to achieve the City's objectives.

QUESTIONS, CLARIFICATIONS AND ADDENDA

Examination of Documents

Should Consultants have questions or require clarifications regarding the RFP, they may submit all questions or requests for clarification in writing via the [PlanetBids portal](#), no later than 5:00 P.M. on February 26, 2024. Consultants shall not contact the City directly.

Responses/Addenda

Responses to questions and clarifications received via the [PlanetBids portal](#) by the date indicated above will be responded to by written addenda to this RFP and posted to PlanetBids, no later than 5:00 P.M., on February 29, 2024. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City of La Habra shall not be bound to any modifications or deviations from the requirements set forth in this RFP as the result of any oral communications. Consultants shall acknowledge receipt of addenda in their Letter of Transmittal. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed nonresponsive.

ATTACHMENTS

Attachment 1 – Professional Services Agreement (Sample)

Attachments 2-12 – Project Application

Attachment 13 – Staff Comment Letter

Bid Detail

Project Title Environmental Consulting Services for Westridge Hills Project
Invitation #
Bid Posting Date 02/21/2024 5:20 PM (PST)
Project Stage Closed
Bid Due Date 03/11/2024 5:00 PM (PDT)
Response Format Electronic only
Link to Project <https://pbsystem.planetbids.com/portal/56603/bo/bo-detail/114675>
Reference ID

Project Type RFP (Request for Proposal)
Response Types Response File
Type of Award Lump Sum
Categories 541620 - Environmental Consulting Services

License Requirements

Restriction None
Restricted To

Department Community Development
Address 110 E. La Habra Blvd
La Habra, California
90631
County Orange

Bid Valid

Liquidated Damages
Target Bid Amount
Estimated Bid Value
Start/Delivery Date
Project Duration
Prevailing Wage No
Cooperative Bid No
Piggy-backable No
eBid Notes

Bid Bond

Bid Bond 0%
Payment Bond 0%
Performance Bond 0%

Pre-Bid Meeting Information

Pre-Bid Meeting No

Online Q&A

Online Q&A No

Contact Information

Contact Info Ginger Ivey 562-383-4104
givey@lahabracaca.gov

**Bids to
Owner's Agent**

Description

- Scope of Services
- Other Details
- Notes
- Special Notices
- Local Programs & Policies

Documents

File Title	File Name	Status
Standard Professional Services Agreement	ATT 1 Standard Professional Services Agreement.pdf	On Server
Land Division Application	ATT 2 Land Division Application.pdf	On Server
Preliminary Title Report	ATT 3 Preliminary Title Report.pdf	On Server
Architectural Plans	ATT 4 Architectural Plans.pdf	On Server
Landscape Plans	ATT 5 Landscape Plans.pdf	On Server
Applicant Prepared CEQA Checklist	ATT 6 Applicant Prepared CEQA Checklist.pdf	On Server
Traffic Analysis	ATT 7 Traffic Analysis.pdf	On Server
PWQMP	ATT 8 PWQMP.pdf	On Server
Sewer System Study	ATT 9 Sewer System Study.pdf	On Server
Water System Study	ATT 10 Water System Study.pdf	On Server
Biological Resources Analysis	ATT 11 Biological Resources Analysis.pdf	On Server
Habitat Documentation	ATT 12 Habitat Documentation.pdf	On Server
Staff Comment Letter	ATT 13 Staff Comment Letter.pdf	On Server
RFP- Environmental Consulting Services for Westridge Hills Project	RFP - Env Consulting Services for Westridge Hills Project.pdf	On Server
Download Cost	\$0.00	

Vendor Notification

Agency Notifications 69 City of La Habra vendors notified

02/21/2024 5:20 PM (PST) 69 vendors notified

using Criteria Category:

541620 - Environmental Consulting Services

Vendors

- APTIM (1226079)
- Advanced Constriction Technologies (1226092)
- Albus & Associates (1257022)
- American International Environmental Inc (1226458)
- ArborPro, Inc (1225694)
- Arborgate Consulting, Inc. (1226354)
- Ascent Environmental, Inc. (1243841)
- Avocet Environmental, Inc. (1227921)
- Bainbridge Environmental Consultants Inc. (1277684)
- Bowman Infrastructure Engineers Ltd. (1309528)
- CWE (1225618)
- Charles Abbott Associates, Inc. (1226043)
- DKS Associates (1225845)
- Daniel B. Stephens & Associates, Inc. (1225636)
- De Novo Planning Group (1225080)
- Deltech Engineering, Inc. (1225717)
- Dudek (1225665)
- ECORP Consulting, Inc. (1225650)
- ELMT Consulting, Inc. (1225907)
- EPD Solutions (1226700)
- EcoNomics, Inc. (1227528)
- Envirocheck, Inc. (1230821)
- Environmental Science Associates (1230970)
- Epic Land Solutions, Inc. (1226500)
- Fehr & Peers (1292083)
- FirstCarbon Solutions (1224366)
- HDR Engineering, Inc. (1226450)
- HF&H Consultants (1225929)
- Health Science Associates (1227709)
- Hushmand Associates Inc (1226351)
- IBI Group, a California Partnership (1248541)
- INTERTEK-PSI (1228415)
- Indigo Civil (1315552)
- Infrastructure Engineers (1225828)
- KTGY (1245048)
- Kimley-Horn and Associates, Inc. (1227743)
- LSA Associates, Inc. (1226446)
- Leighton Consulting, Inc. (1226468)
- MARRS Services, Inc. (1234811)
- MIG Inc. (1244875)
- Macko Archaeology (1226045)
- Michael Balliet Consulting, LLC (1225595)
- Montrose Environmental Solutions (1244644)
- NV5 (1226514)
- Natures Image, Inc. (1229595)
- Nichols Business Group, Inc (1226386)
- Petra Geosciences, Inc. (1226016)
- PlaceWorks, Inc. (1228114)

Project Dimensions, Inc. (1226341)
Psomas (1225762)
ServiceMaster EMT (Emergency Management Team) (1240959)
Silsby Strategic Advisors, Inc. (1226069)
Sloan Vazquez, Inc (1225901)
Smith-Emery Laboratories (1227723)
THAMPICO LLC (1225657)
THE CONVERSE PROFESSIONAL GROUP, dba Converse Consultants (1227827)
Tatsumi and Partners, Inc. (1226337)
Terracon Consultants Inc (1227807)
Terraphase Engineering Inc. (1229584)
The Maher Corporation (1255957)
Thomas Harder & Company (1226833)
TranSystems Corporation (1227790)
U.S Analytical Laboratories LLC (1226062)
Universal Engineering Sciences (UES) (1225792)
Universal Engineering Sciences, LLC (1252240)
Vista Environmental Consulting, Inc. (1226599)
WSP USA Environment & Infrastructure Inc. (1225592)
Willdan Engineering (1223259)
Yorke Engineering, LLC (1227252)

Prospective Bidders

3 Prospective Bidders

Vendor	Contact	Vendor Type	Status
Bowman Infrastructure Engineers Ltd. (2532954) 3060 Saturn Street Suite 250 Brea, California 92821 United States	Contact: Justin Wiekamp Phone: 714-982-5060 Fax: Email: jwiekamp@bowman.com		Bidder
ECORP Consulting, Inc. (2524446) 2861 Pullman Street Santa Ana, California 92705 United States	Contact: Kathy Kondor Phone: 949-561-4016 Fax: Email: proposals@ecorpconsulting.com		Bidder
Terracon Consultants Inc (2524428) 23041 Avenida de La Carlota Ste 350 Laguna Hills, California 92653 United States	Contact: SoCal Marketing Phone: 949-261-0051 Fax: Email: socialmarketing@terracon.com		Non-Bidder, no communications

Addenda

None

Q&A

None

Bid Results

Bidder Details

Vendor Name Bowman Infrastructure Engineers Ltd.
Address 3060 Saturn Street Suite 250
Brea, California 92821
United States
Respondee Justin Wiekamp
Respondee Title Marketing Specialist
Phone 714-982-5060
Email jwiekamp@bowman.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 03/08/2024 11:57 AM (PST)
Delivery Method PlanetBids/3/8/24 @ 11:56 AM
Bid Responsive
Bid Status Submitted
Confirmation # 367849
Ranking 0

Respondee Comment

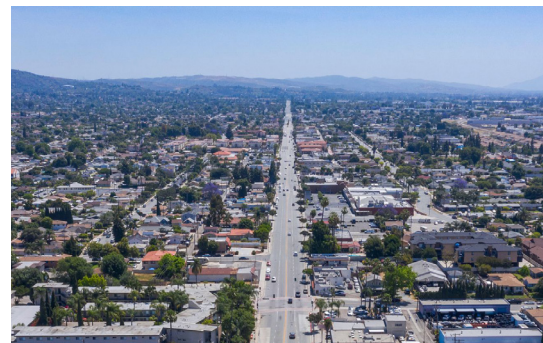
Buyer Comment

Attachments

File Title	File Name	File Type
bowmanIE_La Habra_Environmental.pdf	bowmanIE_La Habra_Environmental.pdf	Response File

Email History

None



City of La Habra, CA

Proposal for Westridge Hills Project - CEQA Compliance

Technical Proposal

Submitted by:

**Sid Mousavi, MSCE, PE - Senior Principal
Infrastructure Engineers, a Bowman company**
3060 Saturn Street, Suite 250
Brea, CA 92821
714.940.0700 | sidmousavi@bowman.com | bowman.com

Submitted to:

**Susan Kim - Director of Community and Economic
Development**
City of La Habra
110 East La Habra Boulevard
La Habra, CA 90631

March 11, 2024



Table of Contents

TAB #	SECTION	PAGE #
1	Cover Letter	2
2	Firm Profile	3
3	Firm's Financial Condition	5
4	Firm's Experience & References	6
5	Organizational Chart & Team Resumes	10
6	Project Approach	20
7	Insurance	26
8	Proposed Billing Structure	27
9	Proposed Schedule	28
10	Statement of Exceptions	29



Cover Letter



March 11, 2024

Susan Kim
Director of Community and Economic Development
City of La Habra
110 East La Habra Boulevard
La Habra, CA 90631

RE: Westridge Hills Project - CEQA Compliance

Dear Ms. Kim:

At Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers, a Bowman company (IE) we believe that a healthy environment is the basis of a healthy community. Our team of environmental specialists is collectively knowledgeable and experienced in what it takes to maintain a healthy environment. It all begins with environmental control processes, such as the preparation or review of environmental documents that comply with California Environmental Quality Act (CEQA) / National Environmental Policy Act (NEPA) guidelines, including Initial Studies (ISs), Technical Studies (TSs), Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs) and Notices of Exemption (NOEs).

Since our corporation's founding in 1994, IE has evolved into a full-service municipal environmental, planning, engineering, architectural, building and safety, construction management and development services consulting firm. In our review of the city's RFP, it is our understanding that the city is seeking a qualified environmental consultant to serve as the city's technical team for the preparation of legally defensible environmental documents under the CEQA and / or NEPA for development projects in the city. Our qualified staff are also available to perform peer reviews to ensure compliance with city, county, state and federal regulations. Our staff is also available to train city staff on CEQA, as directed by the city.

For your consideration, we are proposing our Director of Development Services, Sean Reardon, to serve as project manager. Sean Reardon has over 12 years of experience in the economic development and real estate consulting industry, working on a multitude of real estate projects in both the private and public sectors. These projects vary in scope and scale from large industrial development to work with private / public investors and local municipalities.

As an officer of the firm, I am authorized to negotiate and contractually bind and extend the terms of our proposal. I acknowledge receipt of all addenda in relation to this RFP. This proposal will remain valid for a period of not less than 180 days from the closing date for the receipt of proposals. Sean Reardon, Director of Development Services, will serve as the contact person throughout the evaluation period and can be reached via phone at 714.982.5063 or via email at sreardon@bowman.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sid Mousavi".

Sid Mousavi, MSCE, PE
Senior Principal



Firm Profile

Firm Profile

Infrastructure Engineers, a Bowman company, is a C Corporation founded in 1994. Our mission is to provide professional engineering, planning, environmental and municipal services to cities and counties throughout Southern and Central California. As a results driven engineering service provider focused on public sector assignments, Infrastructure Engineers, a Bowman company provides services that include civil design, construction management, traffic engineering, community development planning, environmental services, water / wastewater engineering, and staff augmentation for municipal and state agencies.



59

Years in Business
Combined

\$376

Current Revenue Pace (Millions)

2,000

Number of Employees (Approx.)

92

Offices Nationwide

Our History

Headquartered in Brea, CA, Infrastructure Engineers, a Bowman company provides a breadth of professional engineering, planning, environmental, geospatial and municipal infrastructure services to cities and counties throughout Southern and Central California.

As of June 13, 2023, Infrastructure Engineers has officially joined Bowman. This change provides a strong foundation for us to merge our comprehensive skillsets while offering the same level of commitment to our clients and employees.

Services

- Civil Engineering
- Community Planning
- Environmental Studies
- Water / Wastewater
- Construction Management
- Traffic Engineering
- Survey & Geospatial

Markets

- Municipal
- Industrial
- Water / Wastewater
- Technology / Data Centers
- Residential
- Parks & Recreation

About Bowman

Team Members

With more than 90 offices nationwide, we continue to add staff, services, and locations to continue to provide the best development and infrastructure services to our clients.

- 1,900+ Employees
- 120+ Fully Equipped Field Survey Crews
- 300+ Professional Engineers
- 60+ Professional Surveyors
- 100+ Right-of-Way and Land Professionals
- 13 Environmental Specialists
- 90+ Planners and Designers
- 20+ Registered Landscape Architects

Awards

Zweig Group - Hot Firm's List - #9 (2023)

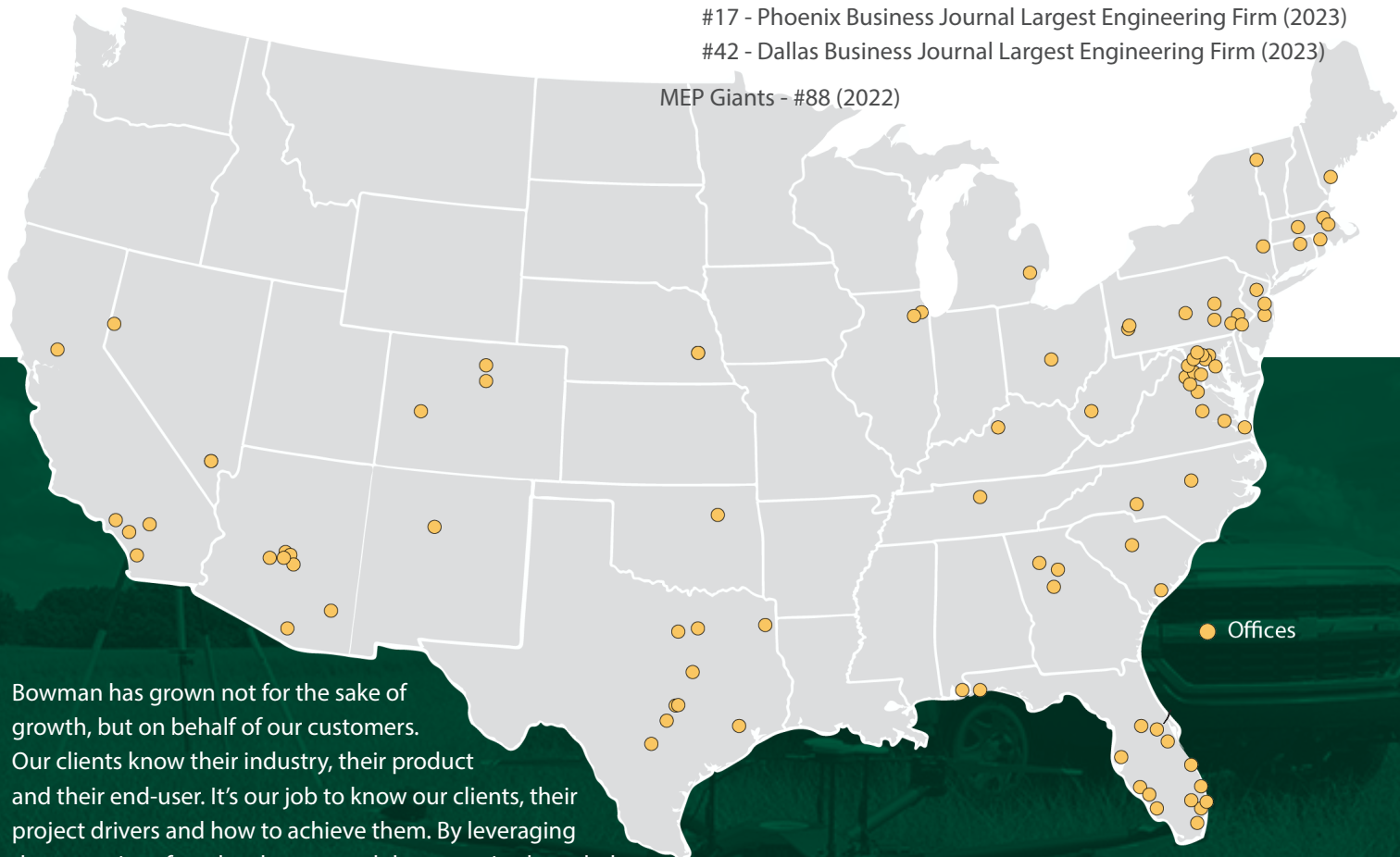
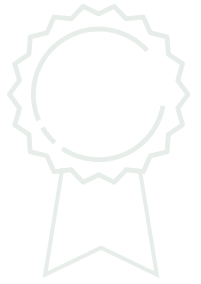
Engineering News Record

- #87 - Top 500 Design Firms (2023)
- #69 - Top 500 Design Firms Pure Designers (2023)
- #22 - Mid-Atlantic - Top Design Firms (2023)
- #44 - Southeast - Top Design Firms (2023)
- #78 - New York - Top Design Firms (2023)
- #57 - Texas & Louisiana - Top Design Firms (2023)

National Business Journals

- #8 - Washington Bus. Journal Largest Engineering Firm (2023)
- #5 - Washington Bus. Journal Largest Landscape Architecture (2023)
- #18 - Louisville Business First Largest Engineering Firm (2023)
- #12 - Philadelphia Business Journal Largest Engineering Firm (2023)
- #17 - Phoenix Business Journal Largest Engineering Firm (2023)
- #42 - Dallas Business Journal Largest Engineering Firm (2023)

MEP Giants - #88 (2022)



Bowman has grown not for the sake of growth, but on behalf of our customers. Our clients know their industry, their product and their end-user. It's our job to know our clients, their project drivers and how to achieve them. By leveraging the expertise of our local teams and the extensive knowledge of our national resources, Bowman stands ready to deliver innovative development strategies, design concepts and technological advancements to your next project.

National Footprint ...One Team!



Firm's Financial Condition

Firm's Financial Condition

We have no bankruptcy, pending litigation, planned office closures, or anything of the like that may impede the firm's ability to provide the Scope of Services. Bowman Consulting Group Ltd. (Bowman) is a publicly traded company. Bowman's ticker symbol is BWMN. Audited 2022 financial statements are available in our Form 10-K, filed with the Securities Exchange Commission on March 15, 2023. A copy of the 10-K can be accessed from the SEC website or from Bowman's investor website.



Firm's Experience & References

Firm's Experience & References



Specific Plan and EIR Peer Review

Norwalk, CA

Our team performed peer reviews of various documents pertaining to the Norwalk Entertainment District-Civic Center Specific Plan Project. We provided a review of the Norwalk Entertainment District Specific Plan, the Environmental Impact Report (EIR) and all associated technical studies on behalf of and working closely alongside the city. This project was on an accelerated schedule and was completed in eight short months. The third-party consultant and preparer of the EIR provided our team with various sections of the EIR for phased review, all of which were completed ahead of schedule and within budget. In addition, we are providing planning support for the entitlement processing and a civil and traffic engineer for technical study oversight.

Client

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650

Contact

John P. Ramirez, AICP
Community Development Director
562.929.5745
jramirez@norwalkca.gov



General Plan Amendment / Zone Change EIR

Bakersfield, CA

Our team prepared an Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA) guidelines. The EIR analyzed the potential environmental impacts related to General Plan Amendment / Zone Change No. 22-0263, which is a request to amend the land use designation from heavy industrial to service industrial and change the zone classification from M-3 (heavy industrial) to M-2 (general manufacturing).

Client

City of Bakersfield
1600 Truxton Ave.
Bakersfield, CA 93306

Contact

Jose Fernandez
Associate Planner
661.326.3778
jfernandez@bakersfieldcity.us



Technical Study Peer Review

Pasadena, CA

Our team provides ongoing peer review services to the City of Pasadena for the review of technical studies and other environmental documents related to commercial, industrial and residential developments prepared by third parties on behalf of developers. Our professional assessments have included the analysis of noise studies for various development projects; health risk assessments for multifamily development projects; and the evaluation of a noise impact study and air quality analysis for a large housing project, to name a few. We are under a long-term contract for this exclusive service. All peer reviews completed by our team for the City of Pasadena have been completed ahead of schedule.

Client

City of Pasadena
100 Garfield Ave.
Pasadena, CA 91101

Contact

Luis Rocha
Zoning Administrator
626.744.6747
lrocha@cityofpasadena.net



Planning and CEQA

Moreno Valley, CA

We have been hired to assist the City of Moreno Valley with development projects. One of our environmental planners has been assigned to assist the city remotely, on an as-needed basis.

Our planner has worked on the review of several tentative tract map projects for residential developments including technical studies and California Environmental Quality Act (CEQA) documentation and managing the flow of documents and communications between the applicant and the city.

Client

City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92553

Contact

Sean Kelleher
Planning Division Manager
951.413.3215
seanke@moval.org



Staff Augmentation and CEQA Consulting

Orange County, CA

Our environmental specialist is currently providing full-time assistance on the Prima Landfill Project to assist project managers with day-to-day office and support duties due to increased workload, summer project coverage and future vacancy. Duties include, but are not limited to: assisting project manager and senior project manager; preparing meeting agendas & minutes; coordinating meetings; updating project schedules, data and files; office duties; drafting project documents; coordinating reprographics orders and peer reviews; performing information processing duties which combine text editing, advanced entry and file maintenance functions; creation and formatting a variety of documents, reports and files; utilize software programs for complex information entry, inquiry, manipulation and generation; and other project management and office duties as assigned.

Client

Orange County Waste & Recycling
(OCWR)
601 N. Ross St, 5th Floor
Santa Ana, CA 92701

Contact

Aimee Halligan
CEQA Manager
714.834.4107
aimee.halligan@ocwr.ocgov.com



CEQA Consulting

Baldwin Park, CA

Our team prepared an environmental analysis and preparation of a CEQA Categorical Exemption, pursuant to CEQA Guidelines, Section 15301(Class 1). The Class 1 Categorical Exemption allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use. The project consisted of a change of use and minor interior improvements to an existing facility.

Client

City of Baldwin Park
14403 Pacific Avenue
Baldwin Park, CA 91706

Contact

Ron Garcia
Director of Community Development
626.960.4011
rgarcia@baldwinpark.com



CEQA Documentation for Housing Element *Shafter, CA*

Our team conducted an environmental review of the City of Shafter Housing Element Update (HEU) project and completed an Initial Study / Mitigated Negative Declaration (IS / MND) in compliance with local requirements, and California Environmental Quality Act (CEQA) guidelines (Section 15070). We evaluated existing conditions, the potential adverse effects of project implementation (both individual and cumulative) and appropriate measures to mitigate such effects. The draft IS / MND was circulated for a 30-day public review period to the public, responsible agencies and trustee agencies. Tribal consultation was completed in accordance with AB52.

Client

City of Shafter
336 Pacific Ave.
Shafter, CA 93263

Contact

Steve Esselman
Planning Director
626.746.5002
sesselman@shafter.org



CEQA Documentation for Housing Element *Adelanto, CA*

Our team prepared the Initial Study (IS) and Mitigated Negative Declaration (MND) for this proposed project. We evaluated the existing conditions, the potential adverse effects of project implementation (both individual and cumulative) and appropriate measures to mitigate such effects. Additional tasks included public outreach and community engagement. The Draft IS / MND was circulated for a 30-day public review period to the public, to responsible agencies and trustee agencies. Tribal consultation was completed in accordance with AB52. All comments were documented and the Draft IS / MND was updated.

Client

City of Adelanto
11600 Air Expy
Adelanto, CA 92301

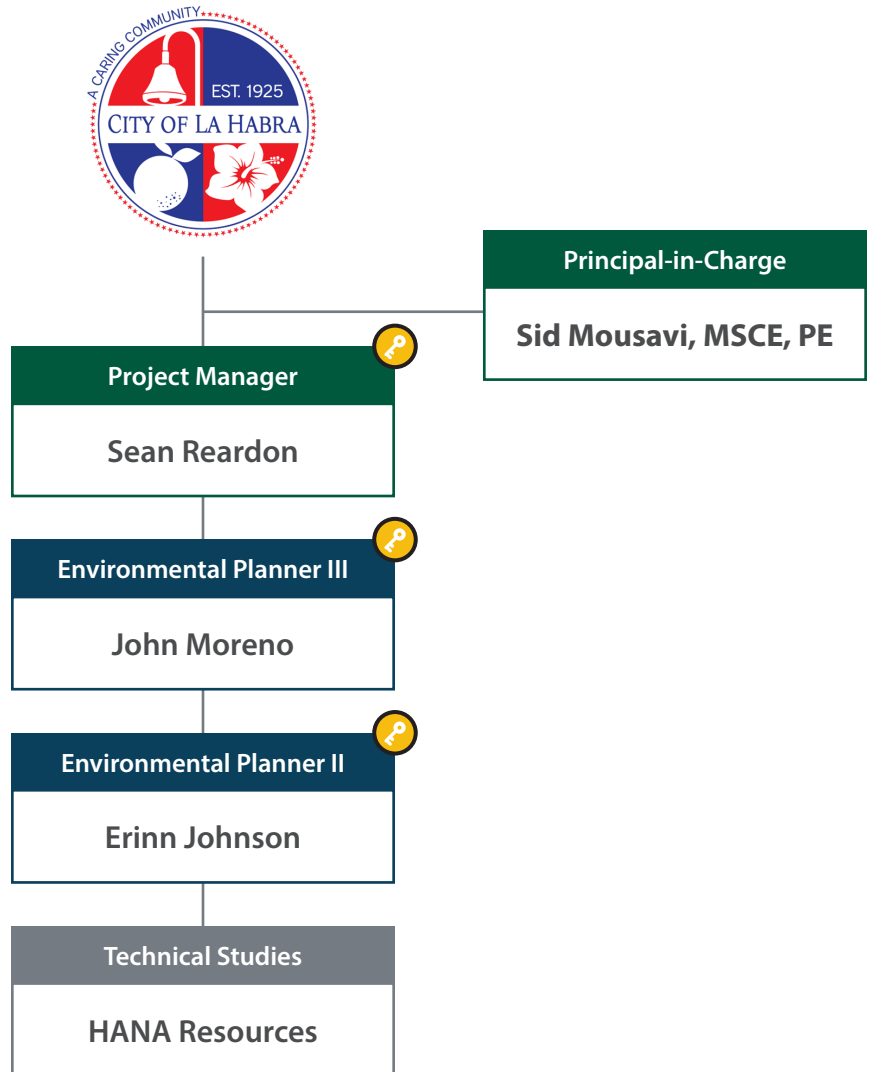
Contact

Jessie Flores
City Manager
760.246.2300
jflores@ci.adelanto.ca.us



Organizational Chart & Team Resumes

Organizational Chart & Team Resumes



KEY



Management



Support



Subconsultant



Key Personnel

Sid Mousavi, MSCE, PE

Principal-in-Charge

Education

M.S. Civil Engineering, California State Polytechnic University, Pomona

B.S. Civil Engineering, California State Polytechnic University, Pomona

B.S. Irrigation Engineering, Azerbaijan University, Iran

Registrations

Professional Civil Engineer:
California (#42645)

Sid Mousavi has over 40 years of experience in engineering projects covering a wide range of municipal management, civil engineering, transportation, public works, construction management, traffic engineering, community development and redevelopment, parks and recreation facilities, and public and private land development. Sid is responsible for the direction and administration of internal services, civil engineering design, city services and other corporate management responsibilities and matters. Prior to joining our team, Sid's accomplishments included serving as City Manager, Director of Public Works, and City Engineer for various cities in Southern California, with responsibilities for directing and administering such functional elements as engineering, planning, building & safety, facilities and equipment, landscaping, streets, environmental services, transportation, transit and other municipal services. Responsibilities also included communication with city councils, city commissions, other city departments and governmental regulatory agencies, utility companies, contractors, consultants, and the general public. Sid has performed the entire spectrum of engineering activities, which include engineering investigations, conceptual and feasibility studies, planning / scheduling, design, specifications, cost analysis, cost estimating, contract negotiations, construction management and engineering support services. Sid has served as the contract City Engineer for the Cities of Bell Gardens, Montebello, Irwindale, La Puente and Baldwin Park.

Experience

Various Projects | City of South El Monte, CA

Responsible for contract oversight of capital projects for the city, which included the Safe Route to School Project (Pedestrian Improvement Project), Durfee Avenue Project (Street and Median Improvement Project), Thienes Avenue Project (Street Improvement Project), and the New Temple Park Improvements (Prefabricated Modular Restroom).

Various Projects | City of Bell Gardens, CA

City Engineer. Responsible for approving all capital projects for the city and providing cost estimates and budgets for new and upcoming projects. Supervised many of our projects as the designated Principal-in-Charge. Participated in development meetings and provides support for various land development projects by establishing conditions for approval of projects. Supervised and directed traffic engineering and water engineering activities of the city. Attended City Council meetings and provided reports of engineering projects to the City Council. Oversaw the city's NPDES program and MS4 Permit compliance.

Various Projects | City of Brea, CA

Principal-in-Charge. Responsible for oversight of performance of professional services to provide plans, specifications and estimates (PS&E) for rehabilitation of alleys east of Brea Boulevard and south of Imperial Highway to Date Street, Downtown

**Experience prior to joining the firm*

Sid Mousavi, MSCE, PE (cont.)

Principal-in-Charge

Parking Structure 1 Sewer Line Upgrade, and Sewer Main Repair in Alley west of Brea Boulevard and south of Imperial Highway.

Various Projects | *City of Lynwood, CA*

Principal-in-Charge. Provided oversight of design, construction management, and inspection of street improvements for Linden Street, Virginia Avenue, Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue, and Las Flores Boulevard. The project included topographic surveying to address the drainage issues, removal, and replacement of broken or missing gutters and curbs, subsurface investigation of the existing asphalt structure, replacement of existing damaged or substandard driveways, removal and replacement of trees that have caused damage, design of ADA-compliant ramps, and repair or placement of sidewalks, where necessary. Our team also provided bid administration, construction management services, and inspection for these projects.

Various Projects | *City of Baldwin Park, CA*

Served as Interim City Manager during a 14-month vacancy at the City of Baldwin Park. Responsible for the development of the \$40M annual operating and capital budgets, including the identification of new revenue sources for the city. Involved in labor negotiation with seven city labor groups. Also responsible for the enhancement of the city's public information and public relations materials, policy development and implementation, and general administrative oversight of the city's six departments and more than 300 employees. As Executive Director to the city's Community Development Commission, directed the city's redevelopment activities. Also served as Executive Director of the Baldwin Park Housing Authority, which provided housing services for Baldwin Park as well as the cities of Duarte, El Monte, Monrovia, and West Covina.

Various Projects | *City of Bell Gardens, CA*

Served as the City Engineer under a general contract to provide City Engineer services. Responsible for all capital improvement programs, land development, traffic engineering, water engineering and redevelopment engineering.

Various Projects | *City of Montebello, CA*

City Engineer. Responsible for all the city's engineering issues and projects, including overseeing the city's engineering staff. Also served as secretary to the Traffic Commission, preparing all reports and projects to the Engineering Division.

Various Projects | *City of La Puente, CA*

City Engineer. Directed all the city's engineering issues and projects. Responsible for the engineer's budget and all of our engineering staff who were working in City Hall. In addition, developed capital improvement programs, approved designs, and implemented projects.

Sean Reardon

Project Manager

Education

B.S. Business Management /
Public Affairs, Indiana University,
Bloomington

Sean Reardon has over 12 years of experience in the economic development and real estate consulting industry, working on a multitude of real estate projects in both the private and public sectors. These projects vary in scope and scale from large industrial development to work with private / public investors and local municipalities. Throughout this time, Sean has worked and collaborated with a vast number of private and investor driven developers, serving as a project lead and point of client contact leading every aspect of a project from inception to completion. By leveraging and utilizing his multifaceted skill set, Sean has demonstrated an advanced ability to navigate and overcome the challenges that are often associated with these projects and implementations. Sean is an enthusiastic facilitator of winning team cultures that deliver the highest-level satisfaction to clientele while focusing on people, process and technology.

Experience

Various Projects | Brea, CA

Director of Development Services. Responsible for department operations and business development for planning and environmental services throughout California. His primary focus is on cultivating, creating, and delivering quality projects to a vast number of public and private sector clients. Operational principles are centralized on a team of subject matter experts that are dedicated to delivering high quality projects that are on time and within budget. It is his goal to establish credible working relationships that allow for the opportunity for the team to demonstrate our level of professionalism that we are known for throughout the industry.

Various Projects | Beverly Hills, CA*

Director of Economic Development and Government Affairs for the Beverly Hills Chamber of Commerce. Focused on strategic implementation of complex initiatives while reporting directly to the CEO of the chamber. Managed the comprehensive work program of business development and marketing initiatives. Coordinated with the city to assist members of the business community with appropriate city services through the unique partnership between the chamber and the city, while fostering the mutual goal of cultivating a dynamic local economy in Beverly Hills. Developed and maintained productive relationships with city officials including the mayor, city council, city manager and senior city staff. Served as the subject matter expert on relevant local, regional, and statewide political issues with a direct focus on legislative initiatives at the state and federal levels. The primary liaison for political awareness with laws and ordinances proposed by the City of Beverly Hills that are of interest to the local business community. A main point of contact for assisting stakeholders in understanding the local laws and regulations, including those necessary to do business in the city. Governance and administration of two Political Action Committees (PACs) to preserve, protect and foster good government while working in conjunction with the seven members of the PAC Board of Trustees, community stakeholders and elected officials.

**Experience prior to joining the firm*

Sean Reardon (cont.)

Project Manager

Various Projects | Chicago, IL*

Vice President of Economic Development. Centralized focus on business development and strategic growth implementation. Subject matter expert in the entitlement process to maximize investment potential. Negotiation and administration of development agreements and incentive packages on behalf of clientele with local, state and federal officials. Specialization in industrial / commercial relocation and expansion projects from inception to completion via a Project Management Office (PMO). Subject matter expert in government compliance in the preparation and filing of essential documentation relating to tax incentives through various statewide and federal programs in collaboration with internal and external stakeholders.

Various Projects | Chicago, IL*

Advisory Operations Transformation. Cultivated and created business process strategies and provide project management services to owners, operators, and developers of real estate, construction companies, and institutional investors of real estate. Provided subject matter expertise to clients utilizing marketplace knowledge and applying proven refined methodologies and strategic processes tailored to the client's unique needs. Supervised and collaborated to provide support to engagements / projects, overseeing work, recognizing and proposing solutions to problems / risks through high quality deliverables. Participated in engagements / project planning by supporting proposal work, pricing strategy and statement of work. Supported the growth and profitability of the firm by leveraging the firm's strategy, practice areas, and service offerings, to provide clients with the highest level of proficiency.

Various Projects | Chicago, IL*

Chicago Region Economic Development Manager. Manager of BNSF Railway Economic Development team responsible for closing 300+ projects resulting in over \$2B of investment on the network. Point of contact for new customers, communities, and investors seeking to construct rail-served facilities, inter-modal facilities and industrial parks on or strategically located to the BNSF Railway network. Leadership of project specific teams consisting of environmental, legal, engineering, operations, corporate real estate and marketing departments through the organization. Client resource for strategically located 22M sq. ft., industrial development, resulting in \$500M+ of investment and creation of 2,000+ jobs. Property management services for client's extensive real estate portfolio and assets including contracts, easements, real estate transactions, title work and zoning.

John Moreno

Environmental Planner III

Education

B.A. Urban Studies, California State University, Northridge

John is a highly motivated and goal-driven professional offering 19 years' experience preparing environmental compliance documents pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for both public and private sector clients. He has prepared Categorical Exemptions, Addenda, Initial Studies (ISs), Negative Declarations (NDs) and Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), Program EIRs, Subsequent EIRs as well as tiered documents and combined CEQA / NEPA documents. He has excelled in developing comprehensive and legally defensible CEQA / NEPA documents and effective permit applications for complex and challenging projects. His documents are precise, clearly written, and well organized. Additionally, his experience also includes preparing Housing Elements and has experience working with cities as an augment staff member primarily reviewing project plans for consistency with city development standards and land use / zoning requirements. Technically proficient in all Microsoft Office programs and familiar with AutoCAD, ArchiCAD and Arch GIS 8. John is also fluent in Spanish.

Experience

2023-2031 Housing Element Update | *Cities of Wasco and Shafter, CA*

Serving as an Environmental Planner III, John assisted with the preparation of the Cities of Wasco and Shafter Housing Elements to ensure the Housing Elements were being prepared in compliance with all state requirements. John took on several roles in the completion of the Housing Elements which included: identifying and analyzing existing and projected housing needs for all economic segments of the community; providing a summary of the population and housing characteristics that contribute to the present and future housing needs in Wasco and Shafter; provide goals, policies, quantified objectives and scheduled programs to preserve, improve and develop housing; attended several community meetings and participated in public outreach efforts, prepared a Categorical Exemption in compliance with CEQA and frequent direct contact with staff of various state agencies. Housing Programs, which John helped develop, became the basis for annual progress reports (APR). The Housing Programs included: 1) Adequate Sites for Affordable Housing; 2) Home Ownership Assistance Programs; 4) Section 8 Housing Choice Vouchers; 5) City Grants for Special Needs Groups; 7) Code Enforcement; 8) Conservation of Existing and Future Affordable Units; 9) Streamline Residential Permit Processing; 10) and Fair Housing Services.

Various Projects | *City of Bakersfield, CA*

In support of the preparation of an Environmental Impact Report (EIR) for the Hageman Industrial Park General Plan Amendment and Zone Change in the City of Bakersfield, John has been providing support in all phases of the CEQA process, including initial project planning; public notice preparation, distribution, and filing; conducting public outreach including public meetings and hearings (traditional and virtual), Notices of Determination and other decision documents. John collects,

**Experience prior to joining the firm*

John Moreno (cont.)

Environmental Planner III

catalogs, and responds to public comments and coordinates with responsible and trustee agencies. The City of Bakersfield lead agency in the event of a legal challenge. Additional duties include project budget and schedule tracking.

Various Projects | Los Angeles / San Francisco, CA*

John assisted various clients in the Los Angeles and San Francisco Bay Area with land use entitlements. John prepared and coordinated the submittal of a variety of engineering, building and safety, and planning related applications to public agencies. He conducted due diligence by researching and reviewing plans, recorded maps, documents, title reports, legal documents, agency determination letters, easements, surveys, legal descriptions, improvement plans, ordinances, affidavits and land records for clients. He performed entitlement due diligence, permit, street vacation and encroachment permit preparation, dedication and easement application processing, public hearing preparation and zoning research. He was responsible for project and permit status tracking, record keeping, deliveries and general project filing. Performed research and interfaced with city staff and employees.

Various Projects | Los Angeles, CA*

Planner III. John's responsibilities included field work, field verification of requirements of Mitigation Monitoring and Reporting Plans (MMRPs); responsibilities also included interfacing with internal and client engineers, architects, planners, public agencies, construction contractors and other environmental field personnel to support environmental compliance during construction of the Los Angeles Metro-Purple Line Extension and the California High Speed Rail (Burbank to Los Angeles / Los Angeles to Anaheim segments). John assisted in the preparation of transit planning and transportation planning technical documents, including but not limited to feasibility studies, alternatives analyses and Storm Water Pollution Prevention Plans (SWPPP). He assisted in the preparation and review of environmental technical reports to comply with the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

Various Projects | Los Angeles, CA*

CEQA / NEPA Project Manager / Consultant for Los Angeles Unified School District. John established project teams of technical experts for the preparation of CEQA / NEPA compliance documents for up to 12 new school construction projects ranging between \$20M - \$75M. He monitored daily progress of consultants, scopes of work, budgets and schedules for the preparation of environmental compliance documents which included Categorical Exemptions, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports (EIR), Subsequent EIRs and EIR Addenda. John managed daily progress by consultants, vendors and support staff on technical work products. He developed a district-wide mitigation monitoring protocol for construction and long-term operation. He conducted public scoping meetings to collect public input on the project and the draft EIR.

Erinn Johnson

Environmental Planner II

Education

B.A. Human Biology, focus
Environmental Studies, Stanford
University

Professional Development

Ecological Restoration, Saddleback
College

Birds of Southern California Workshop,
Audubon Society

Basic Microsoft Excel, Fred Pryor
Training

Negotiating Effective Agreements,
Concur, Inc.

3-day QSP / QSD Course, Envirotech
NPDES Services

Managing EIRs and EISs: Strategies for
Success, UCLA

Erinn is experienced in environmental documentation and permit compliance specific to CEQA, NEPA, CWA, ESA, waters & wetlands permitting, air quality & GHG emissions, habitat restoration, construction environmental compliance and agency communication. She is proficient in land use planning and environmental regulatory processes, integrating scientific knowledge into environmental compliance documentation to obtain and achieve compliance with permits and approvals from local, state, and federal government agencies for land use development.

Experience

Various Projects | Orange County, CA*

As an Environmental Planner for Meadows Asset Management, Erin successfully secured permits and approvals. She also prepared and managed environmental regulatory documentation (i.e., CEQA, 401 / 404 / 1602 Permits, and MSHCP concurrence) for a multi-jurisdictional commercial hotel and retail project in Riverside County. Managed construction environmental compliance, including CEQA, CWA, SWPPP, ESA and tribal / cultural resources.

Various Projects | Orange County, CA*

Environmental Planner for NV5 Engineering. Successfully secured permits and approvals. Performed environmental compliance services (i.e., CEQA and NEPA) for several city Public Works Departments in Southern California for transportation and water projects. Prepared proposals, attended interviews, managed budgets, managed technical specialists, prepared calculations and documentation, performed public noticing and obtained approvals.

Various Projects | Orange County, CA*

Environmental Planner for Laguna Beach County Water District. Successfully secured permits and approvals. Prepared environmental regulatory documentation (i.e., CEQA, Coastal Development Permit, Right of Entry, and NCCP concurrence) for a multi-jurisdictional water pipeline project. Collaborated with technical specialists, attended project meetings, performed public noticing, and presented at public hearing. Coordinated with local, state and federal government agencies for environmental entitlements.

**Experience prior to joining the firm*



Sloane Sanchez

Senior Biologist

Years of Experience
15

Education

- B.S., Wildlife and Fisheries Science – Wildlife Option, Pennsylvania State University, University Park, PA

Professional Certifications

- Wildlife Society Fairy Shrimp Workshop (January 2018)
- Wildlife Society Sea Turtle Workshop (January 2018)
- CAPCA PSHB (January 2017)
- Wetland Training Institute, Wetland Delineation Training (2016)
- The Wildlife Society SoCal Chapter Burrowing Owl Workshop (2016)
- OSHA 24 and 30 Hour Hazwoper Training (2016)
- California Rapid Assessment Method (CRAM) Training for Wetlands (2015)
- Southwest Partners in Amphibian & Reptile Conservation, Flat-tailed horned Lizard Training (2014)
- Desert Tortoise Council, Introduction to Surveying, Monitoring and Handling Techniques Workshop (2014)
- Sea and Sage Audubon Society, Advanced Bird Identification Course (2014)

PROFESSIONAL EXPERIENCE

As a Senior Biologist, Ms. Sanchez has worked both independently and in teams on projects involving mammals, amphibians, reptiles, fish, insects, birds and plants using multiple data collection methods. She has conducted biological field surveys and habitat assessments of on-site resources; general wildlife and botanical surveys; special status plant and wildlife protocol surveys; breeding bird surveys identifying species visually and aurally; identifying and mapping vegetation communities; implementing habitat restoration; mitigation site qualitative/quantitative monitoring; pre-construction clearance surveys; construction biological monitoring; and CRAM analyses. Ms. Sanchez understands the regulatory framework necessary for the preparation of technical reports and environmental documents for compliance with CEQA, NEPA, CESA, ESA, invasive species control measures, mitigation monitoring and planning, construction monitoring and post-construction restoration and reporting.

REPRESENTATIVE PROJECTS

Rose Hills Courts Rehabilitation, Los Angeles, CA

Assisted in the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) in compliance with CEQA, and an Environmental Assessment/Finding of No Significant Impact (EA/FONSI), under NEPA. Since the project involved federal funding, HUD requirements, specified in 24 CFR Part 50 and 36 CFR Part 800 applied to this project. Ms. Seferyn conducted the biological assessment of the project site.

East Avenue O Bike Path Project, Los Angeles County, CA

Ms. Seferyn conducted a biological assessment for the project site for this County of Los Angeles Department of Public Works (LACDPW) bike path project.

LACDPW Malibu and Kanan Tunnel Improvements, Los Angeles County, CA

Ms. Seferyn conducted a pre-construction bird survey which included observing for any possible active nests and sensitive bird species to help our client comply with California Fish and Game Code (Section 3503) and the Migratory Bird Treaty Act of 1918.



Mayfair High School Athletic Field Improvements, Lakewood, CA

Ms. Seferyn researched readily available information, including relevant literature, databases, agency web sites, various previously completed reports and management plans, Geographic Information Systems (GIS) data, maps, aerial imagery from public domain sources, and in-house records to: 1) assess habitats, special-status plant and wildlife species, jurisdictional waters, critical habitats, and wildlife corridors that may occur in and near the project site, and 2) identify local or regional plans, policies, and regulations that may apply to the project. Following the literature review, Ms. Seferyn conducted a reconnaissance-level biological survey on the project site and a 500-foot zone out from the project site. This survey area is referred to as the Biological Study Area (BSA). The survey included habitat assessment and plant community mapping, a general plant and wildlife survey, and a wildlife movement evaluation. The pedestrian survey was conducted during the daylight hours and covered all accessible areas of the BSA. The biologist used binoculars from strategic vantage points whenever direct access was not possible. Observations were made with aerial imagery for inaccessible areas. Ms. Seferyn characterized the existing habitat and searched for the presence of sensitive plant communities, special-status plants and wildlife, jurisdictional areas, and potential wildlife corridors.

Long Beach Unified School District Educare Facility Project, Los Angeles County, CA

Ms. Seferyn directed the literature review, reconnaissance-level surveys, and preparation of the Initial Study Mitigated Negative Declaration Biological Resources Section for this school improvement project.

Venice High School Comprehensive Modernization Project, Los Angeles County, CA

Ms. Seferyn directed the literature review, reconnaissance-level surveys, and preparation of the Initial Study Mitigated Negative Declaration Biological Resources Section for this school improvement project.

North Hollywood High School Comprehensive Modernization Project, Los Angeles County, CA

Ms. Seferyn directed the literature review, reconnaissance-level surveys, and preparation of the Initial Study Mitigated Negative Declaration Biological Resources Section for this school improvement project.

Ulysses S. Grant Senior High School Comprehensive Modernization Project, Los Angeles County, CA

Ms. Seferyn directed the literature review, reconnaissance-level surveys, and preparation of the Initial Study Mitigated Negative Declaration Biological Resources Section for this school improvement project.

Long Beach Polytechnic High School, Los Angeles County, CA

Ms. Seferyn directed the literature review, reconnaissance-level surveys, and preparation of the Initial Study Mitigated Negative Declaration Biological Resources Section for this school improvement project.

Downey High School Athletic Field Lighting Project, Los Angeles County, CA

Ms. Seferyn directed the literature review, reconnaissance-level surveys, and preparation of the Initial Study Mitigated Negative Declaration Biological Resources Section for this school improvement project.

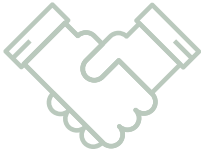


Project Approach

Project Approach

TASK 1: PROJECT KICK-OFF MEETING AND BACKGROUND REVIEW

IE responsibilities will include the following:



- Initiate a project kick-off meeting with city staff that will be attended by IE project manager. The purpose of the project initiation meeting will be for team introductions, initiate the roadmap to proceed with tasks, and receive guidance to ensure our team and city staff are in accord with the methods to obtain information needed. IE will review the proposed project description and will develop a revised project schedule, including milestones.
- Conduct an initial site reconnaissance to acquaint the project staff with the proposed project site.
- Preparing a Memorandum for the Record (MFR) documenting the results of the project initiation meeting to be submitted to the city.
- Participate in bi-monthly project virtual meetings with city staff.
- Schedule and assign tasks, manage resources, monitor costs, and adhere to an established project schedule.
- Coordinate and communicate with city planning staff to ensure city policies, procedures and applicable codes are complied with and incorporated into the environmental documentation where applicable.
- Ensure the environmental review process and all components of the Initial Study (IS) satisfy CEQA statutes and guidelines.

Task 1 Deliverables:

- A MFR documenting the results of the project initiation meeting.

TASK 2: NOTICE OF INTENT AND NOTICE OF COMPLETION PREPARATION AND DISTRIBUTION

IE will prepare a Notice of Intent (NOI) to adopt the Mitigated Negative Declaration and post it with the Notice of Completion (NOC) with the State Clearinghouse (SCH) and the County of Orange using the preferred city-template for distribution to the public, responsible agencies, trustee agencies, the Orange County Clerk, and other interested parties the city identifies.

Task 2 Deliverables:

- NOI and NOC (one digital copy).



TASK 3: PEER REVIEW OF TECHNICAL STUDIES

The IE Environmental Consulting Team has extensive experience in peer review of environmental and technical studies and have successfully completed many technical reports of similar nature to the subject project and have completed many work products for such projects throughout Southern California. Our team will conduct a meticulous peer review of the technical studies that exist and or might recommend that additional technical studies be conducted for the project.

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources

- Cultural Resources
- Energy
- Geology / Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology / Water Quality
- Land Use / Planning
- Mineral Resources
- Noise
- Population / Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire



Should the city direct additional or supplemented technical analyses be conducted, the IE team will determine the scope of the additional / supplemented analyses, the timeframe of such analyses, and the costs of the analyses and will advise the city planning staff of such, the amount of which will be added as an addendum to our initial cost proposal.

Task 3 Deliverables:

- Peer review technical memorandums will be provided to the city in PDF format for the technical studies provided by the city.

TASK 4: INITIAL STUDY / MITIGATED NEGATIVE DECLARATION PREPARATION

The IE team will prepare an IS environmental checklist for the proposed project in accordance with Appendix G of the State CEQA Guidelines. The IS will include the project title, lead agency name and address, contact person and phone number, project location, name and address of the project sponsor, general plan designation, zoning, description of the project, surrounding land uses, setting and a list of other agencies who approval is required. The IS will include an introduction, summary, project description, environmental setting, and a Mitigation Monitoring and Reporting Program (MMRP).

- The introduction will discuss the environmental review process for the proposed project and explain the purpose of the initial study.
- The summary will consist of a concise presentation of information contained in the main body of the initial study. The information will include the following: a brief description of the project; a tabular summary of findings pertaining to the project; and a summary of discretionary approvals required for the project.
- The preparation of a clear and concise project description will be essential to begin our analysis. IE will provide the city with a draft of the description for review and comments by city staff before analysis of the environmental categories begins. IE along with city staff will identify objectives from the standpoint of the city. We will define specific characteristics of the project. In addition, we will

identify proposed infrastructure and phasing plans. The description also will include illustrations of regional and site location maps and all plans and elevations required as part of the submitted discretionary application.

- The environmental setting section will consist of a general narrative description of the regional and local setting to establish the environmental and planning context within which the project would occur. In addition to the physical characteristics that comprise the environmental setting, we will discuss relevant regional and local planning programs to establish whether the project is consistent with applicable planning policies and programs. We will provide detailed descriptions of existing conditions and policies within each topical section in the main body of the initial study. We also will identify surrounding land uses on a vicinity map.
- We will prepare an MMRP for the project to include mitigation measures, timing for mitigation measure implementation, responsible parties for conducting mitigation measure implementation, parties responsible for certification of mitigation measure implementation and monitoring timing / completion.
- Our team will prepare a CEQA environmental checklist with data supporting the 20 environmental categories areas defined in the State CEQA Guidelines which include the following:
 - Aesthetics
 - Agricultural Resources
 - Air Quality;
 - Biological Resources
 - Cultural Resources
 - Energy
 - Geology / Soils
 - Greenhouse Gas Emissions
 - Hazards and Hazardous Materials
 - Hydrology / Water Quality
 - Land Use / Planning
 - Mineral Resources
 - Noise
 - Population / Housing
 - Public Services
 - Recreation
 - Transportation
 - Tribal Cultural Resources
 - Utilities and Service Systems
 - Wildfire



The CEQA environmental checklist categories will include brief discussions on environmental changes and potential impacts resulting from implementation of the proposed project and justification why the checklist category would result in either No Impact, Less Than Significant Impacts, Less Than Significant Impacts with Mitigation Incorporated, or Potentially Significant Impacts that cannot be mitigated to levels below significance and would therefore, require the preparation of an Environmental Impact Report (EIR).

The IS will include a MND that will consist of a one- or two-page summary that includes a brief project description (including the project name and location), findings that the project will not have significant effects on the environment and will list all environmental checklist categories have been

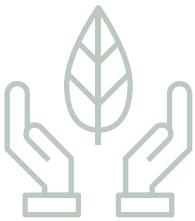
mitigated to levels below significance. The MND would be incorporated as part of the IS and include mitigation measures that would avoid or reduce impacts to levels below significance. We will use the city adopted form for the mitigated negative declaration.

Task 4 Deliverables:

- An IS environmental checklist and MND with data supporting the checklist for the 20 category areas defined in the State CEQA guidelines. (one hard copy; and one digital copy)
- A MMRP (one hard copy; and one digital copy)

TASK 5: NOTICE OF DETERMINATION

IE will compose a Notice of Determination (NOD) according to the city-desired format to file with the County of Orange within five working days after approval of the project. If applicable, IE will pay the CDFW with the County of Orange. The content of the NOD will be as prescribed in CEQA Section 15075.



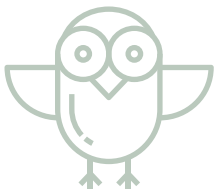
Task 5 Deliverables:

- NOD (one digital copy).
- CDFW payment receipt.

TASK 6: PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT (IF DEEMED NECESSARY)

Draft Environmental Impact Report

In the event the initial study / mitigated negative declaration identifies potentially significant impacts that cannot be mitigated to levels below significance, CEQA Guidelines § 21082.1 state and EIR shall prepared. IE will prepare a Draft Environmental Impact Report (DEIR) in accordance with the CEQA implementation procedures. We will analyze at the project level, which will provide a sufficient level of study that additional CEQA compliance will not be required if the City Council decides to approve the project and certify the EIR. The DEIR will include all the required contents per CEQA and will include a detailed inventory of existing conditions, thresholds of significance used for the evaluation of impacts, and an analysis of the environmental impacts and levels of significance. We will provide appropriate mitigation measures for potential impacts identified in each environmental issue area shown in the IS environmental analysis checklist for which a potentially significant impact may occur. We have budgeted up to two rounds for review of the administrative DEIR by the Planning Division and have allocated up to 45 days for review into our proposed project schedule.



The administrative DEIR will assess and include the following:

- Technical Issues
- Alternatives
- Consequences of Project Implementation
 - Cumulative Impacts
 - Growth-Inducing Impacts
 - Significant Irreversible Environmental Changes
 - Effects Found Not to Be Significant
- Organizations and Persons Consulted
- Preparers
- Acronyms

- Bibliography

Deliverables:

- Round 1 administrative DEIR in Word format
- Round 2 administrative DEIR in Word format

Prepare Screencheck Draft Environmental Impact Report

Many tasks require in-depth analysis of data affecting land use. It is of paramount importance to know the city’s policies regarding land use and zoning, as well as how they correlate with the building and municipal codes. Our environmental staff will compose an EIR / mitigation monitoring, and reporting program to be incorporated into the project. Following the two rounds of review of the administrative DEIR, we will revise and prepare a screencheck DEIR and technical appendices for approval by the city’s Planning Division within two weeks of receiving comment from the Planning Division prior to distributing the DEIR for the required 45-day public review period.



Deliverables:

- Screencheck DEIR in Word and PDF format.

DEIR and Technical Appendices Circulation

The IE team will print (as needed) and distribute the DEIR once it has been approved. We will submit the DEIR and NOC to the State Clearing House (SCH) following their most recent digital submission criteria.

In addition, we will provide 15 comb-bounded hybrid copies, with hardcopy of the DEIR with a CD or flash drive of all appendices attached, for the Planning Commission and city staff, and will provide one full hardcopy of the DEIR including tabbed technical appendices in three-ring binders for Planning Division use.

Lastly, we will provide the Planning Division with one master CD or flash drive that includes PDF and Word versions of DEIR and set of DEIR figures. We will deliver all copies of the NOC.

Deliverables:

- DEIR and NOC to SCH.
- 15 Comb-bound hybrid copies DEIR (hardcopy of the Volume 1 of the DEIR with a CD of all volumes of the DEIR attached) for internal city distribution.
- One tabbed, three-ring binder full hardcopies DEIR for Planning Division use.
- One master CD or flash drive that includes PDF and Word versions of DEIR and set of DEIR figures.



Draft and Screencheck FEIR and Technical Appendices Preparation and Circulation

Upon completion of the 45-day review and response-to-comment period for the DEIR, the IE team will prepare a draft final EIR (FEIR) based on comments received during the 45-day public review period. We will evaluate and annotate comments received and will prepare written responses to all comments as required by CEQA. The response to comments will contain an introduction that describes the public review process, copies of all comment letters received, minutes from public meetings where oral comments were taken, and written responses will focus on comments that address adequacy of the DEIR. Other comments that do not address the DEIR adequacy will be noted as such and no further response will be provided unless the city deems it necessary. We will prepare all responses with input from technical specialists, as necessary, and will submit them to the Planning Division for review. We assume that only one round of review of the draft FEIR will be necessary by

the Planning Division and that we will require up to one month for review from the end of the 45-day public review period.

Mitigation Monitoring and Reporting Program. Our team will prepare the MMRP as part of the development of the FEIR. The MMRP will be appended to the FEIR document. The MMRP will include all accepted mitigation measures and will contain, at a minimum, the following:

- Project time period to which the measure applies i.e., during construction, prior to obtaining grading permit, prior to operation, etc.).
- Future review and reporting requirements.
- Responsible party for cost of mitigation.
- Responsible party for implementing and enforcing mitigation.
- Requirements for monitoring by outside agency.
- Monitoring and reporting frequency.

Following the Planning Division revisions, we will revise and provide a screencheck FEIR for approval by the city. Once approved, we will print and distribute the FEIR at least three weeks (21 days) prior to the Planning Commission hearing.

Deliverables:

- Draft FEIR in Word format.
- Screencheck FEIR in PDF format.

Draft Findings of Fact and Statement of Overriding Considerations Preparation

The IE team will prepare a draft Findings of Fact (FOF) and a Statement of Overriding Considerations (SOC), if necessary, in accordance with Sections 15091 and 15093 of the CEQA Guidelines for the city's use. We will plan for one round of review of the draft document by the Planning Division

Deliverables:

- Draft FOF and SOC (if necessary) in Word format.
- Update draft FOF and SOC (if necessary) in Word format.





Insurance



Proposed Billing Structure

Proposed Billing Structure

Infrastructure Engineers, a Bowman company
3060 Saturn Street, Suite 250
Brea, CA 92821



City of La Habra, CA
Westridge Hills Project - CEQA Compliance (Initial Study / Mitigated Negative Declaration)
Prepared by Infrastructure Engineers, a Bowman company
Cost Proposal

03/08/2024

Task	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	PROJECT MANAGER	ENVIRONMENTAL PLANNER III	ENVIRONMENTAL PLANNER II	GIS ANALYST I	TOTAL
	Hourly Rate:	\$238	\$173	\$165	\$144	\$150	
1.0	Project Kick-off Meeting and Project Background Review	4	20	40	60		\$19,652
2.0	Notice of Intent (NOI) and Notice of Completion (NOC) Preparation and Distribution		2	2	8		\$1,828
3.0	Peer Review of Technical Studies and Memorandum Preparation		20	30	40		\$14,170
4.0	Initial Study/ Mitigated Negative Declaration Preparation		40	100	140	16	\$43,580
5.0	Notice of Determination (NOD) Filing With County Clerk		2	4	8		\$2,158
Team Member Totals		\$952	\$14,532	\$29,040	\$36,864	\$2,400	
TOTAL							\$81,388

* Overall project management and administrative services costs including travel, meetings, reproduction, supplies, communications, and special delivery/ mailing have been calculated and included in the estimated costs indicated above. This cost is based on the assumption that an EIR will not be needed for this project.

Infrastructure Engineers, a Bowman company
3060 Saturn Street, Suite 250
Brea, CA 92821



City of La Habra, CA
Westridge Hills Project - CEQA Compliance (Environmental Impact Report)
Prepared by Infrastructure Engineers, a Bowman Company
Cost Proposal

03/08/2024

Task	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	PROJECT MANAGER	ENVIRONMENTAL PLANNER III	ENVIRONMENTAL PLANNER II	GIS ANALYST I	PLANNER III	TOTAL
	Hourly Rate:	\$238	\$173	\$165	\$144	\$150	\$153	
1.0	Kick-off Meeting and Background Review	2	2	8	8			\$3,294
2.0	Notice of Preparation Circulation			8	10			\$2,760
3.0	Expanded Project Description Preparation		10	16	40			\$10,130
4.0	Administrative DEIR Preparation		30	120	200	40	20	\$62,850
5.0	Screencheck DEIR Preparation		40	90	120			\$39,050
6.0	DEIR and Technical Appendices Circulation		20	30	60			\$17,050
7.0	Draft and Screencheck FEIR and Technical		20	40	60			\$18,700
8.0	Draft Findings of Fact and Statement of Overriding Considerations		20	20	40			\$12,520
9.0	Meeting Preparation, Presentations and Public Meetings		20	20	40			\$12,520
10.0	Administrative Record Preparation		10	10	20			\$6,260
Team Member Totals		\$476	\$29,756	\$59,730	\$86,112	\$6,000	\$3,060	
TOTAL								\$185,134



Proposed Schedule

Proposed Schedule

Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821



City of La Habra, CA
Westridge Hills Project - CEQA Compliance (Initial Study / Mitigated Negative Declaration)
Prepared by Infrastructure Engineers, a Bowman company

Project Schedule

03/08/2024

Task	TASK DESCRIPTION	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
1.0	Project Kick-off Meeting and Project Background Review									
2.0	Notice of Intent (NOI) and Notice of Completion (NOC) Preparation and Distribution									
3.0	Peer Review of Technical Studies and Memorandum Preparation									
4.0	Initial Study/Mitigated Negative Declaration Preparation									
5.0	Notice of Determination (NOD) Filing With County Clerk									

Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821



City of La Habra, CA
Westridge Hills Project - CEQA Compliance (Environmental Impact Report)
Prepared by Infrastructure Engineers, a Bowman company

Project Schedule

03/08/2024

Task	TASK DESCRIPTION	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18
1.0	Kick-off Meeting and Background Review																		
2.0	Notice of Preparation Circulation																		
3.0	Expanded Project Description Preparation																		
4.0	Administrative DEIR Preparation																		
5.0	Screencheck DEIR Preparation																		
6.0	DEIR and Technical Appendices Circulation																		
7.0	Draft and Screencheck FEIR and Technical Appendices																		
8.0	Draft Findings of Fact and Statement of Overriding Considerations																		
9.0	Meeting Preparation, Presentations and Public Meetings																		
10.0	Administrative Record Preparation																		

NOTE: Overall project management and administration services will occur over the entire length of the project which includes scheduled and anticipated meetings with City staff.



Statement of Exceptions

Statement of Exceptions

We do not have any exceptions or deviations from the Scope of Services, the Professional Services Agreement, or the required Insurance Coverage.



INFRASTRUCTURE
ENGINEERS
a Bowman company



City of
LA HABRA
City Council Agenda Report

Consent
Item No. 5.

MEETING DATE: 04/01/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Elias Saykali, Public Works Director

SUBJECT: AWARD CONTRACT TO E&R CONSTRUCTION INC., FOR EMERGENCY STORM DRAIN REPAIRS AT THE INTERSECTION OF HARBOR BOULEVARD AND ARBOLITA DROVE, CITY PROJECT NO. 1-D-24

RECOMMENDATION:

That the City Council:

A. Approve and authorize the City Manager to execute an Agreement with E&R Construction Inc., and authorize staff to issue a purchase order for an amount \$132,774 which includes 20% contingency for emergency storm drain repairs on the northwest corner of Harbor Boulevard and Arbolita Drive, City Project No. 1-D-24; and,

B. Appropriate \$132,774 from the capital improvement general fund reserve for this emergency storm drain repair.

DISCUSSION:

On February 18, 2024, City staff were alerted to a sinkhole forming within the City right-of-way and at the front yard of private property located at 1131 Arbolita Drive. An initial assessment revealed that the existing City-owned 36-inch corrugated metal pipe (CMP) storm drain, situated near an existing "North Hills" neighborhood sign, had failed. This failure caused a portion of the entry sign's brick wall to collapse, resulting in a void approximately 5 feet by 5 feet in size.

Following a thorough inspection of the area and sinkhole using camera equipment, it was determined that the stormwater flow from recent heavy rainstorms had significantly damaged the corroded storm drain pipe. Consequently, the sinkhole formed, posing a threat to both public safety and the surrounding private property.

To address this critical situation, staff solicited proposals from qualified contractors for emergency repairs. Three proposals were received:

E&R Construction Inc.: \$110,645.00
Mike Bubalo Construction Co. Inc: \$157,675.00
Valverde Construction: \$202,759.33

Staff recommends that the City Council declare this an emergency event and authorize staff to issue a purchase order to E&R Construction, Inc., a qualified contractor experienced in this type of work. If approved, the Contractor can mobilize promptly, with repair and remediation work anticipated to be completed within approximately six weeks, depending on weather.

The proposed permanent repairs will involve the replacement of approximately 110 feet of 36-inch CMP pipe with High-density polyethylene (HDPE) pipe. Additionally, the project will include backfilling the trench with a 1-sack concrete slurry, restoring a private planter, landscaping, turf installation, and reinstalling the private "North Hills" neighborhood entry sign.

FISCAL IMPACT/SOURCE OF FUNDING:

If approved by City Council, \$132,774 in funding will be appropriated from available capital improvement general fund reserves for emergency repairs to the underground City-owned storm pipe located at the northwest corner of Harbor Boulevard and Arbolita Drive. Should the City's application for disaster funding reimbursement be subsequently approved by Caltrans/Cal OES, some or all of the City's expenditures for these, and other emergency repairs made this year, may be reimbursed at a future date.

GENERAL PLAN RELEVANCE/CITY COUNCIL GOALS & OBJECTIVES:

The emergency storm drain repairs are consistent with the following areas of the General Plan:

SD 1.3 Adequate Storm Drainage Infrastructure

SD 1.7 Drainage Channels

SD 1.8 Deficient Areas

It is also consistent with the following City Council Goals and Objectives:

Goal 3 - Maintenance and Improvement of City Infrastructure, Objective B - Maintain and Upgrade City buildings, facilities, and parks.

Attachments

Bid Proposal
Agreement

BID Proposal 24.0016



E&R Construction - General Engineering Contractor

5141 Calmview Ave. Baldwin Park, CA 91706

Lic. No. 449476

Contact: Rick McFall

Phone: (951) 347-9920

Office: (626) 338-8405

Attn: Elias Saykali
Quote To: City Of La Habra.
621 W. Lambert Rd.
La Habra, CA 90631

Project No.: Harbor Blvd/Arbolita Dr.
Submitted: 3/13/2024
Job Name: Emergency Storm Drain
Date of Plans: 3/13/2024

PREVAILING WAGES

Item	Description	Qty	Unit	Unit Cost	Amount
10	Install 36" HDPE @ Sta 29.31 South to M/H Storm Drainpipe. Plan S-D-149 6/17/01	110	LF		
20	Abandon Existing M/H @ 1131 Arbolita Dr.	1	EA		
30	Abandon 24" CMP Storm Drain	10	LF		
40	Install K-Rail on Harbor Blvd	100	LF		
50	Replace Asphalt Driveway W/ Concrete @ 1131 Arbolita Dr.	300	SQFT		
60	Replace Asphalt on Northwest Corner @ Harbor & Arbolita Dr.	275	SQFT		
70	Support Brick Post with concrete footing.	1	EA		
80	Backfill 36" HDPE W/ 1SK Slurry	3	EA		
90	Haul Away Spoils to City Yard				

Total \$ 110,645.00

NOTES:

- Bid based on the following plan Direction From La Habra Public Works.
- Estimated Repair Based On 10 Working Days. 5-Man Crew
- Prices quoted are firm for 60 days from the date of quote. Thereafter, prices are subject to review.
- This quotation/bid proposal is for one move in; additional move ins cost \$1,500.

EXCLUSIONS:

Permit Costs, Engineering, Construction Water, Compaction testing, any , Storm Water Pollution or Construction Water Prevention Program, Traffic loop repairs, Dewatering, Haul away of excess excavated materials, Rock backfill (unless specified)

E&R CONSTRUCTION INC.

Project No .

**CITY OF LA HABRA
AGREEMENT FOR EMERGENCY
CONSTRUCTION SERVICES**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 1st day of April, 2024 and between the **CITY OF LA HABRA**, a municipal corporation (herein "City") and **E&R Construction Inc.** (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires the immediate repairs of a collapsed City-owned storm drain pipe Arbolita and Harbor in the City of La Habra, as set forth more fully in this Agreement; and

B. WHEREAS, Section 4.20.070 of the La Habra Municipal code authorizes the City to contract for services in emergency situations without complying with competitive bidding requirements; and

C. WHEREAS, Contractor represents to City that Contractor is qualified to perform said works and has submitted a proposal to City for the same.

D. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

E. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean **E&R Construction Inc.**, a California corporation located at **5141 Calmview Avenue, Baldwin Park, CA 91706.**
- (b) City. City shall mean the City of La Habra, a Municipal Corporation located at 110 E. La Habra Blvd, La Habra, California 90631.
- (c) City Council. City Council shall mean the City Council of the City of La Habra.
- (d) Contract Officer shall mean the person designated by the City Manager or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

Project No .

- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Manager or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "D."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Project No .

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it

Project No .

accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of **One hundred – ten thousand, six hundred and forty-five Dollars (\$110,645.00)** (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in Exhibit "A", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable

Project No .

causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than **December 31, 2024**, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Michelle Cortez, President
E&R Construction Inc.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

Project No .

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is 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; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

Project No .

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

Conditions:

The insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Public Works Director, City of La Habra, 110 E. La Habra Blvd., La Habra, California 90631.

Any insurance maintained by the City of La Habra shall apply in excess of and not combined with insurance provided by this policy.

The City of La Habra, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1 and Exhibit "B".

Project No .

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "C", and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of La Habra, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

Project No .

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Risk Manager provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the Contractor.

0

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of

Project No .

this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition

Project No .

precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City **Dollars (\$)** as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in

Project No .

writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: **City of La Habra**
 110 E. La Habra Blvd
 La Habra, California 90631
 Attn.: Elias Saykali

To Contractor:

E&R Construction Inc.
5141 Calmview Avenue
Baldwin Park, CA 91706
Attn: Michelle Cortez, President

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid

Project No .

provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 [reserved]

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions,

Project No .

profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

Project No .

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor’s Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

Project No .

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF LA HABRA,
A municipal corporation

Jim Sadro, City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Rhonda J. Barone, City Clerk

Date: _____

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

Date: _____

(Use of City Bond Form is Required)

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of La Habra (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of La Habra, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails 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 work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

Project No .

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Richard D. Jones
City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____ hereinafter referred to as

“Contractor”, as principal, and _____

_____ as surety, are held and firmly

bound unto City of La Habra in the sum of _____

_____ Lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that WHEREAS, said Contract has been awarded and is about to enter into the annexed contract with City of La Habra for construction of Street Improvements as specifically set forth in the documents entitled:

PROJECT TITLE

and is required under the terms of the Contract to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

Project No .

WITNESS our hands this _____ day of _____, 2023.

Contractor

BY: _____

(Seal)

Title

APPROVED:

Surety

BY: _____

(Seal)

Mailing Address of Surety:

Telephone Number of Surety

Project No .

(Use of City form is required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address: _____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

Project No .

(Use of City form
is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of La Habra) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of La Habra made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF LA HABRA FINANCE DEPARTMENT
110 E. La Habra Blvd
La Habra, CA 90631

Exempt: Yes___ No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF LA HABRA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

Project No .

BID GUARANTEE

**TO THE CITY OF LA HABRA
PROJECT NO. _____**

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned (“Guarantor”) has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ (“the work”).

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City’s sole election: 1) reimburse the City, upon written demand, for all of the City’s expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor’s failure or refusal.

Guarantor

Date: _____

Contractor: _____

By: _____

Title: _____

Project No .

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of La Habra a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of La Habra or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of La Habra, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of La Habra any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of La Habra either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

Project No .

CERTIFICATION OF COMPLIANCE

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For

**[TITLE OF PROJECT] PROJECT FY XX-XX
CITY PROJECT NO. X-X-XX**

_____ Certifies that:

(Contractor)

It has adopted and approved affirmative action plan in compliance with Title VII of the Civil Rights Act and the Equal Employment Opportunity Act of 1972 and agrees to submit a copy of that plan to the Assistant to the City Manager/Personnel of the City of La Habra for inspection prior to the award of contract.

Signed: _____

By: _____

Title: _____

Date: _____

Project No .

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability

Project No .

arising out of both ongoing operations and the products-completed operations hazard (“P” definition of insured contract in ISO form CG 00 01, or equivalent).

- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a “Separation of Insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference: [_____]
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of La Habra
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are

Project No .

- reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No .

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT D
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.



City of
LA HABRA
City Council Agenda Report

Consent
Item No. 6.

MEETING DATE: 04/01/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Mel Shannon, Director of Finance

SUBJECT: WARRANTS: APPROVE NOS. 00143236 THROUGH 00143403 TOTALING
\$1,512,565.87

RECOMMENDATION:

That the City Council approve Nos. 00143236 through 00143403 totaling \$1,512,565.87.

Attachments

Warrants

Warrant Register:

4/1/2024

City of La Habra, MON, MAR 25, 2024, 9:37 AM --req: ELIZABEE--leg: GL JL--loc: FINANCE--job: 659282 #J942----prog: CX520 <1.7 >--report id: CKRECSIH

REGISTER OF PREISSUED WARRANTS/AUDITED DEMANDS

CHECK Invoice	CK DATE	TYPE Inv Date	PE-#	FO #	FO Date	VENDOR NAME Description	GL Account #	JL Account #	Amount
GN00143236 0044010022424	03/07/24	MW 02/24/24	V61515			CHARTER COMMUNICATIONS VIDEO SVCS-CVC CIR	165151-7631 Information Tech Utilities-Phone		423.53
0684594022524	02/25/24					COAX ISP SVCS	165151-7631 Information Tech Utilities-Phone		219.98
Check Totals:									
GN00143237 700075962461	03/07/24	MW 02/27/24	V4055			EDISON CO IRRIGATION SVCS	142111-7632 Facility Maint Utilities-Electr		1,810.82
700142702101	02/29/24					GOVT BLDGS/PARKS	142111-7632 Facility Maint Utilities-Electr		785.54
700144156693	02/28/24					GOV BLDG-FACILITIES	142111-7632 Facility Maint Utilities-Electr		14,704.14
700451827155	02/29/24					2241 E BROOKDALE-ESTELI PK	142111-7632 Facility Maint Utilities-Electr		1,210.71
700495242537	03/01/24					304 E IMPERIAL-PED	142111-7632 Facility Maint Utilities-Electr		8.80
700571965089	02/22/24					WATER WELLS AND PUMPS	182101-7632 Water Operations Utilities-Electr		27,808.20
Check Totals:									
GN00143238 2091106566	03/07/24	MW 02/25/24	V57731			FRONTIER COMMUNICATIONS RINGDOWN CRCT FROM PD TO FS	165151-7631 Information Tech Utilities-Phone		62.51
GN00143239 TM INV-007363	03/07/24	MW 02/26/24	V60711			SPRINGBROOK HOLDING COMPANY IL PROF SVCS-VERSION UPGRADE	182121-7919 Wtr Customer Srv Camp Absences		2,646.00
Check Totals:									
									2,646.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID FO #	VENDOR NAME FO Date Description	GL Account #	JL Account #	Amount
GN00143240 9957426860	03/07/24	MW 02/23/24	V46919	VERIZON WIRELESS LTE DATA SVCS-CVC CIR	165151-7631 Information Tech Utilities-Phone		810.21
9957426861	02/23/24			LTE DATA SVCS-CVC CIR	165151-7631 Information Tech Utilities-Phone		156.04
9957426863	02/23/24			2/24-3/23/24 CELLULAR SVC	165151-7631 Information Tech Utilities-Phone		2,895.72
Check Totals:							
GN00143241 1300	03/07/24	MW 03/03/24	V7965	LUNA CONSTRUCTION CONCRETE WORK-IA BONITA PK	185101-7739 Park & Landscape Prof Service		1,350.00
Check Totals:							
GN00143242 2949	03/07/24	MW 02/27/24	V45231	MWDOC TURF REMOVAL INSPECTIONS	182101-7819 Water Operations Special Events		666.00
Check Totals:							
GN00143243 798719-1	03/07/24	MW 02/15/24	V47674	ORIGINAL EQUIPMENT AUTO SUPPLY CREDIT MEMO	176101-7199 Fleet Maintenance Othr Mat & Supp		-12.00
798833-1	02/16/24			SHOP PARTS	176101-7199 Fleet Maintenance Othr Mat & Supp		5.78
799312-1	02/21/24			SHOP PARTS	176101-7199 Fleet Maintenance Othr Mat & Supp		161.08
799314-1	02/21/24			SHOP PARTS	176101-7199 Fleet Maintenance Othr Mat & Supp		109.24
799336-1	02/21/24			CREDIT MEMO	176101-7199 Fleet Maintenance Othr Mat & Supp		-85.93
799444-1	02/22/24			SHOP PARTS	176101-7199 Fleet Maintenance Othr Mat & Supp		6.12

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE-ID	PO #	PO Date	VENDOR NAME	Description	GL Account #	JL Account #	Amount
799547-1	02/23/24					SHOP PARTS		Fleet Maintenan Othr Mat & Supp 176101-7199		47.90
799881-1	02/26/24					SHOP PARTS		Fleet Maintenan Othr Mat & Supp 176101-7199		417.46
799978-1	02/27/24					SHOP PARTS		Fleet Maintenan Othr Mat & Supp 176101-7199		26.46
800124-1	02/28/24					SHOP PARTS		Fleet Maintenan Othr Mat & Supp 176101-7199		105.44
Check Totals:										
GN00143244 110829	03/07/24	MW	V9286		02/16/24	PARKINS & ASSOCIATES ANL PESTICIDE TRAINING		173111-7331 Street Maint Training & Confr		1,067.50
Check Totals:										
GN00143245 623862	03/07/24	MW	V50384		02/28/24	PUEBIE HILLS FORD MIRROR		176101-7199 Fleet Maintenan Othr Mat & Supp		101.73
Check Totals:										
GN00143246 801849	03/07/24	MW	V48255		11/27/24	PUMPE MAN IRRIGATION BOOSTER		185101-7739 Park & Landscape Prof Service		250.00
Check Totals:										
GN00143247 767818	03/07/24	MW	V0116		02/26/24	ROSEBROUGH TOOL, INC BOOTS,RAIN GEAR		173111-7199 Street Maint Othr Mat & Supp		179.88
Check Totals:										
179.88										

REGISTER OF PREISSUED WARRANTS/AUDITED DEMANDS
 SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	Inv Date	PE- ID	PO #	PO Date	VENDOR NAME	GL Account #	JL Account #	Amount
GN00143248	03/07/24	MW	02/29/24	V3215			S & J SUPPLY CO INC	182151-8921	53596-8921	4,999.02
S10022601L.001							ACCESSORIES-KEENE/EUCLID	Water Projects Improvements	Water Valve23-24 Improvements	
S100226078.001	03/01/24						VALVE FOR KEENE/EUCLID	182151-8921	53596-8921	3,502.02
								Water Projects Improvements	Water Valve23-24 Improvements	
Check Totals:										
GN00143249	03/07/24	MW	02/27/24	V62332			SALINAS TIRES & WHEELS	176101-7739		423.59
35230							SERVICE TO UNIT 2185	Fleet Maintenance Prof Service		
Check Totals:										
GN00143250	03/07/24	MW	01/31/24	V60685			SOUTHERN CALIFORNIA NEWS GROUP	151101-7813		998.98
581046							1/24 LEGAL ADS	Planning Advertising		
Check Totals:										
GN00143251	03/07/24	MW	02/03/24	V56451			STAPLES ADVANTAGE	152101-7199		58.24
3559027972							OFFICE SUPPLIES	Engineering Other Mat & Supp		
3559027972	02/03/24						OFFICE SUPPLIES	152301-7199		58.24
								Traffic Mgmt		
3559027972	02/03/24						OFFICE SUPPLIES	Other Mat & Supp		58.24
								174201-7199		
								NPDES		
3559554154	02/13/24						OFFICE SUPPLIES	Other Mat & Supp		31.93
								152101-7199		
3559554154	02/13/24						OFFICE SUPPLIES	Engineering		31.93
								Other Mat & Supp		
3559554154	02/13/24						OFFICE SUPPLIES	152301-7199		31.93
								Traffic Mgmt		
3561007591	03/01/24						OFFICE SUPPLIES	Other Mat & Supp		64.96
								174201-7199		
								NPDES		
								Other Mat & Supp		
								183101-7199		
								Sewer Operations		

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME FO Date Description	GL Account #	JL Account #	Amount
GN00143252 174686170	03/07/24	MW 02/21/24	V50436	ULINE EVIDENCE BAGS, SEALER, TAPE	121102-7199 Police Operation Othr Mat & Supp		335.47
Check Totals:							
GN00143253 220240406	03/07/24	MW 03/01/24	V3252	UNDERGROUND SVC ALERT OF SO CA DIG TICKETS	182101-7739 Water Operations Prof Service		146.50
23-2424697	03/01/24			REGULATORY COST	182101-7739 Water Operations Prof Service		70.76
Check Totals:							
GN00143254 51878281	03/07/24	MW 02/23/24	V53212	UNIVAR USA INC CHLORINE	182101-7199 Water Operations Othr Mat & Supp		217.26
Check Totals:							
GN00143255 30704	03/07/24	MW 02/29/24	V53344	VALLEY MAINT CORP 2/24 PARK RESTROOM MAINT	185101-7739 Park & Landscape Prof Service		1,348.25
Check Totals:							
GN00143256 4078514LAXI	03/07/24	MW 02/29/24	V61811	VITAL RECORDS CONTROL 2/24 OFFSITE DATA STORAGE	165151-7739 Information Tech Prof Service		2,100.00
Check Totals:							
GN00143257 82311482	03/07/24	MW 02/27/24	V2405	WAXIE SANITARY SUPPLY JANITORIAL SUPPLIES	185101-7112 Park & Landscape		140.80
Check Totals:							
							7,340.70

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID FO #	VENDOR NAME FO Date Description	GL Account #	JL Account #	Amount
				Check Totals:	Fac Maint Supply		
GN00143258 702007	03/07/24	MW 02/28/24	V4648	WEST COAST SAND & GRAVEL BASE AND SAND	182101-7199 Water Operations Othr Mat & Supp		7,340.70
				Check Totals:			1,165.96
GN00143259 96327	03/07/24	MW 02/20/24	V51944	ACRO PRINTING INC BUSINESS CARDS	154101-7741 Economic Develop Outside Printing		53.04
96400	03/01/24			BUSINESS CARDS	153101-7741 Bldg & Safety Outside Printing		53.04
				Check Totals:			106.08
GN00143260 105051	03/07/24	MW 03/01/24	V58307	ALEXANDERS CONTRACT SERVICES I METER READING SUBSCRIP	182101-7431 Water Operations Rep/Maint-Equip		154.80
				Check Totals:			154.80
GN00143261 602050	03/07/24	MW 02/16/24	V2715	BEE REMOVERS BEE REMOVAL	185101-7739 Park & Landscape Prof Service		295.00
				Check Totals:			295.00
GN00143262 109937	03/07/24	MW 02/27/24	V45525	BEST LAMMOWER SERVICE PRUNERS, LOPPERS	185101-7199 Park & Landscape Othr Mat & Supp		351.77
				Check Totals:			351.77
GN00143263 17325	03/07/24	MW 02/28/24	V49034	CALIFORNIA BUILDING OFFICIALS 24/25 MEMBERSHIP RENEWAL	153101-7215 Bldg & Safety		325.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID FO #	VENDOR NAME FO Date Description	GL Account #	JL Account #	Amount
				Check Totals:			
GN00143264 2626	03/07/24	MW 03/01/24	V7133	CALIFORNIA CUSTOM ELECTRICAL ELECTRICAL SVCS-CITY YARD	172101-7739 Public Wks Admn Prof Service		325.00
GN00143265 4422	03/07/24	MW 02/23/24	V60622	CAR DR MOBILE SERVICE TO UNIT 3114	176101-7739 Fleet Maintenan Prof Service		357.66
GN00143266 849399	03/07/24	MW 03/01/24	V48571	COMLOCK SECURITY GROUP RE-KEY, KEYS	185101-7739 Park & Landscape Prof Service		347.06
GN00143267 U425528	03/07/24	MW 02/23/24	V58810	COPE & MAIN LP SERVICE & FITTINGS	182101-7199 Water Operations Othr Mat & Supp		825.03
GN00143268 15393	03/07/24	MW 02/28/24	V3360	CORONA CLAY CO ANGEL MIX	185101-7199 Park & Landscape Othr Mat & Supp		1,724.38
GN00143269 6867	03/07/24	MW 12/19/23	V0544	CRON & ASSOC TRANSCRIPTION INC 12/1-12/15/23 TRANSCRIPTION	121103-7739 Police Investgns Prof Service		440.46
6871		12/27/24		12/27/23 TRANSCRIPTIONS	121103-7739 Police Investgns		385.25

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME PO Date	Description	GL Account #	JL Account #	Amount
6881		01/02/24		12/16-12/31/23	TRANSCRIPTIO	Prof Service 121103-7739		50.38
6887		01/11/24			TRANSCRIPTIONS	Police Investgns Prof Service 121103-7739		339.25
6939		03/01/24		2/16-2/29/24	TRANSCRIPTIONS	Police Investgns Prof Service 121103-7739		132.80
Check Totals:								
GN00143270 108005258759	03/07/24	MW 02/29/24	V61938	FAN SERVICES, LLC	LEASED VEHICLE #2222	177101-7739 Fleet Replacemnt Prof Service		772.85
108005259570		02/29/24			LEASED VEHICLE #2222	177101-7739 Fleet Replacemnt Prof Service		1,251.65
108005309454		02/29/24			LEASED VEHICLE #2222	177101-7739 Fleet Replacemnt Prof Service		772.85
108005532708		02/28/24			LEASED VEHICLE #2222	177101-7739 Fleet Replacemnt Prof Service		902.26
Check Totals:								
GN00143271 21523917	03/07/24	MW 02/12/24	V0406	EWING IRRIGATION PRODUCTS	IRRIGATION COMPONENTS	185101-7199 Park & Landscape Othr Mat & Supp		3,699.61
Check Totals:								
GN00143272 5771	03/07/24	MW 03/01/24	V56454	FORENSIC NURSE SPECIALTIS INC	DOMESTIC VIOLENCE EXAM	121103-7739 Police Investgns Prof Service		600.00
5771		03/01/24			DOMESTIC VIOLENCE EXAM	121103-7739 Police Investgns Prof Service		600.00
Check Totals:								
								1,200.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE-ID	TRV Date	FO #	FO Date	VENDOR NAME	CL Account #	JL Account #	Amount
GN00143273 150562	03/07/24	MW	V54764	02/28/24			FULLER ENGINEERING INC CHLORINE	182101-7199 Water Operations Othr Mat & Supp		194.47
Check Totals:										
GN00143274 1058	03/07/24	MW	V59967	02/29/24			HAMELY, EVERETT CC MIG RECORDING SVC-2/05	162301-7739 PEG AB2987 Prof Service		240.00
1058	02/29/24						CC MIG RECORDING SVC-2/20	162301-7739 PEG AB2987 Prof Service		300.00
Check Totals:										
GN00143275 123217	03/07/24	MW	V45626	02/18/24			HI-WAY SAFETY RENTALS INC ARROWBOARD CONES	182101-7739 Water Operations Prof Service		1,650.00
Check Totals:										
GN00143276 0002567-IN	03/07/24	MW	V62172	02/26/24			HPS WEST INC METER REPAIR PARTS	182151-8921 Water Projects Improvements	53595-8921 Water Meter23-24 Improvements	1,459.92
Check Totals:										
GN00143277 457406	03/07/24	MW	V3853	02/15/24			IMPERIAL BLDG MATERIALS SCP BLEND, REG CEM	173111-7199 Street Maint Othr Mat & Supp		123.95
Check Totals:										
GN00143278 9839	03/07/24	MW	V52559	03/01/24			iWATER SYSIEM SUPPORT	182101-7431 Water Operations Rep/Maint-Equip		833.50
Check Totals:										

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE-ID	Intv Date	FO #	FO Date	VENDOR NAME	Description	CL Account #	JL Account #	Amount
GN00143279 121	03/07/24	MW	V60955	02/14/24			J RODRIGUEZ TREE CARE MAINIENA STORM DAMAGED TREES-LA BONI		185101-7739 Park & Landscape Prof Service		2,600.00
122	02/22/24						TREE TRIMMING-LA BONITIA PK		185101-7739 Park & Landscape Prof Service		560.00
Check Totals:											
GN00143280 CH024328	03/11/24	MW	V56604	03/08/24			DULCERIA & PARTY SUPPLY TENT-LH RACES		134153-7739 Special Events Prof Service	13411-7739 LH 5K & 10K Run Prof Services	390.00
Check Totals:											
GN00143281 FEBRUARY 2024	03/12/24	MW	V4101	03/01/24			CALIFORNIA DOMESTIC WATER CO 2/24 WATER DELIVERIES		182101-7831 Water Operations Purch for Resale		184,000.75
Check Totals:											
GN00143282 700005644434	03/12/24	MW	V4055	03/01/24			EDISON CO 2/24 STREET LIGHTING		152301-7632 Traffic Mgmt Utilities-Electr		40,409.61
700571974183	02/23/24						1/24 TRAFFIC SIGNALS		152301-7632 Traffic Mgmt Utilities-Electr		3,380.92
Check Totals:											
GN00143283 209-105-4933	03/12/24	MW	V57731	02/22/24			FRONTIER COMMUNICATIONS T1 CKT FUL CRT TO PD		165151-7631 Information Tech Utilities-Phone		402.47
Check Totals:											
GN00143284 27527	03/12/24	MW	V6077	01/31/24			KOPPEL COMPANY EMERGENCY INSTAL/REPLACE VALV		182151-8921 Water Projects	53608-8921 Cast Iron-Pine	27,950.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID FO #	VENDOR NAME Description	GL Account #	JL Account #	Amount
Check Totals:							
GN00143285 18006	03/12/24	MW 02/29/24	V5715	VALVERDE CONSTRUCTION INC EMERG SEWER REPAIR-941 ERVA	182101-7739 Water Operations Prof Service	25117-7739 Feb 2024 Storms Prof Services	27,950.00
Check Totals:							
GN00143286 9957426864	03/12/24	MW 02/23/24	V46919	VERIZON WIRELESS MOBILE LINES-OCYC	139101-7631 W.I.A. Utilities-Phone	39443-7631 OSY Operations Utilities-Phone	464.29
9957426864	02/23/24			MOBILE LINES-OCYC	139101-7631 W.I.A. Utilities-Phone	39043-7631 ISY Operations Utilities-Phone	154.76
9957426865	02/23/24			CELLULAR DATA SVCS-ED MDC	165151-7631 Information Tech Utilities-Phone		1,695.20
Check Totals:							
GN00143287 0075137-IN	03/12/24	MW 03/06/24	V50877	A & A WIPING CLOTH INC WHITE CLOTHS	182101-7199 Water Operations Othr Mat & Supp		2,314.25
Check Totals:							
GN00143288 30385	03/12/24	MW 02/02/24	V62400	BOMBER INC SAFETY GLASSES	173111-7199 Street Maint Othr Mat & Supp		268.68
Check Totals:							
GN00143289 171-08.171	03/12/24	MW 02/29/24	V46909	BUCKNAM & ASSOCIATES 2/16-2/29/24 ENG SUP SVCS	182101-7739 Water Operations Prof Service		342.85
Check Totals:							
							2,340.00
							2,340.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE-ID	PO #	PO Date	VENDOR NAME	GL Account #	JL Account #	Amount
GN00143290 2635	03/12/24	MW	V7133		03/05/24	CALIFORNIA CUSTOM ELECTRICAL ELECTRICAL SVCS-LA BONITA	185101-7739 Park & Landscape Prof Service		985.02
Check Totals:									
GN00143291 689056	03/12/24	MW	V56596		02/23/24	CHILD CARE CAREERS SUBSTITUTE TEACHER SVCS	138151-7739 General Childcare Prof Service		985.02
689056	02/23/24					SUBSTITUTE TEACHER SVCS	138254-7739 CA State Preschl Prof Service		921.82
689057	02/23/24					SUBSTITUTE TEACHER SVCS	138151-7739 General Childcare Prof Service		6,738.47
689058	02/23/24					SUBSTITUTE TEACHER SVCS	138254-7739 CA State Preschl Prof Service		1,262.59
691175	03/01/24					SUBSTITUTE TEACHER SVCS	138151-7739 General Childcare Prof Service		2,378.03
691175	03/01/24					SUBSTITUTE TEACHER SVCS	138254-7739 CA State Preschl Prof Service		683.00
691176	03/01/24					SUBSTITUTE TEACHER SVCS	138151-7739 General Childcare Prof Service		3,615.04
691177	03/01/24					SUBSTITUTE TEACHER SVCS	138254-7739 CA State Preschl Prof Service		823.76
Check Totals:									
GN00143292 10203	03/12/24	MW	V58369		02/29/24	CLEARBROOK FARMS INC 2/24 MILK PURCHASES	138512-7114 Child Care Food Food Srv Supp-Ch	38502-7114 CCFP-CA StatePre Food Srv Supply	157.26
10204	02/29/24					2/24 MILK PURCHASES	138512-7114 Child Care Food Food Srv Supp-Ch	38502-7114 CCFP-CA StatePre Food Srv Supply	371.30
10205	02/29/24					2/24 MILK PURCHASES	138512-7114 Child Care Food Food Srv Supp-Ch	38501-7114 CCFP-General CC Food Srv Supply	234.15

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE- ID	PO #	FO Date	VENDOR NAME	GL Account #	JL Account #	Amount
GN00143293 U435887	03/12/24	MW	V58810		02/27/24	CORE & MAIN LP C-900 PIPE	182101-7199 Water Operations Othr Mat & Supp		762.71
U436837	02/27/24					C-900 PIPE	182101-7199 Water Operations Othr Mat & Supp		832.88
U451154	02/28/24					FIRE HYDRANT REPAIR PARTS	182101-7199 Water Operations Othr Mat & Supp		555.76
U451527	02/28/24					FIRE HYDRANT REPAIR PARTS	182101-7199 Water Operations Othr Mat & Supp		1,034.79
Check Totals:									
GN00143294 P42643910103	03/12/24	MW	V1509		03/06/24	DISCOUNT SCHOOL SUPPLY CLASSROOM SUPPLIES	138151-7199 General Childcare Othr Mat & Supp		549.91
P42643910103	03/06/24					CLASSROOM SUPPLIES	138254-7199 CA State Preschl Othr Mat & Supp		549.92
Check Totals:									
GN00143295 5891	03/12/24	MW	V56732		03/01/24	ECOFERT INC FERTIGATION SERVICES	185101-7739 Park & Landscape Prof Service		1,099.83
Check Totals:									
GN00143296 21086	03/12/24	MW	V46524		03/06/24	FLEMING ENVIRONMENTAL INC 30 DAY INSPECTION	176101-7739 Fleet Maintenan Prof Service		441.00
Check Totals:									
GN00143297 153858	03/12/24	MW	V45626		02/28/24	HI-WAY SAFETY RENTALS INC SIGNAGE-IH FRIENDSHIP WHIST	133101-7199		95.00
Check Totals:									
									69.66

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME PO Date Description	GL Account #	JL Account #	Amount
Check Totals:							
GN00143298	03/12/24	MW	V3977	IMPERIAL CAR WASH	Children's Mus		69.66
FEBRUARY 2024	03/02/24			2/24 UNIT WASHES	Other Mat & Supp		
Check Totals:							
GN00143299	03/12/24	MW	V52044	JMG SECURITY SYSTEMS	176101-7739		195.00
203992	03/01/24			4/24-6/24 MONITORING SVCS	Fleet Maintenan		
203992	03/01/24			4/24-6/24 MONITORING SVCS	Prof Service		
203992	03/01/24			4/24-6/24 MONITORING SVCS	138151-7739		195.00
					General Childcare		202.62
					Prof Service		472.79
					138254-7739		168.85
					CA State Preschl		
					Prof Service		
					138511-7739		
					CCFP		
					Prof Service		
Check Totals:							
GN00143300	03/12/24	MW	V58521	SAFEGUARD BUSINESS SYSTEMS	138151-7199		844.26
9004079161	03/01/24			STAFF SHIRTS	General Childcare		1,825.25
9004079161	03/01/24			STAFF SHIRTS	Other Mat & Supp		1,077.20
9004079161	03/01/24			STAFF SHIRTS	CA State Preschl		
					Other Mat & Supp		
					138511-7199		89.76
					CCFP		
					Other Mat & Supp		
Check Totals:							
GN00143301	03/12/24	MW	V0351	SMART & FINAL	138151-7199		81.16
4220140000901	03/15/24			2/24 FOOD PURCHASES	General Childcare		
4220140001001	03/16/24			2/24 FOOD PURCHASES	Other Mat & Supp		
					138254-7199		74.95
					CA State Preschl		
					Other Mat & Supp		

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME PO Date Description	GL Account #	JL Account #	Amount
788666		03/16/24		2/24 FOOD PURCHASES	138254-7199 CA State Preschl Othr Mat & Supp		3.95
Check Totals:							
GN00143302	03/12/24	MW 02/29/24	V60685	SOUTHERN CALIFORNIA NEWS GROUP	162101-7813 City Clerk Advertising		160.06
0000582560				2/24 LEGAL ADS			2,471.16
Check Totals:							
GN00143303	03/12/24	MW 01/27/24	V56451	STAPLES ADVANTAGE	138151-7199 General Childcare		41.23
355802240				OFFICE SUPPLIES	Othr Mat & Supp		
3558023241		01/27/24		OFFICE SUPPLIES	138151-7199 General Childcare		362.95
3558023242		01/27/24		OFFICE SUPPLIES	Othr Mat & Supp		
3558023243		01/27/24		OFFICE SUPPLIES	138151-7199 General Childcare		401.01
3558130342		01/30/24		OFFICE SUPPLIES	Othr Mat & Supp		
3558130342		01/30/24		OFFICE SUPPLIES	138151-7199 General Childcare		33.01
3558582066		02/01/24		OFFICE SUPPLIES	Othr Mat & Supp		
3558582066		02/01/24		OFFICE SUPPLIES	138254-7199 CA State Preschl		128.50
3559027971		02/03/24		OFFICE SUPPLIES	Othr Mat & Supp		29.16
3559027971		02/03/24		OFFICE SUPPLIES	138151-7199 General Childcare		41.96
3559042298		02/04/24		OFFICE SUPPLIES	138511-7199 CCFP Othr Mat & Supp		23.02
				OFFICE SUPPLIES	138151-7199		202.65
				OFFICE SUPPLIES	138151-7199		6.19

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME Description	GL Account #	JL Account #	Amount
3559042298	02/04/24	02/04/24		OFFICE SUPPLIES	General Childcare Othr Mat & Supp 138511-7199		54.47
3559119349	02/06/24	02/06/24		OFFICE SUPPLIES	CCFP Othr Mat & Supp 138151-7199		496.43
3559119349	02/06/24	02/06/24		OFFICE SUPPLIES	General Childcare Othr Mat & Supp 138254-7199		714.38
3559478341	02/10/24	02/10/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		115.38
3559939264	02/17/24	02/17/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		648.53
3559939265	02/17/24	02/17/24		OFFICE SUPPLIES	General Childcare Othr Mat & Supp 138151-7199		74.81
3559939265	02/17/24	02/17/24		OFFICE SUPPLIES	Othr Mat & Supp 138254-7199		81.04
3559950679	02/18/24	02/18/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		62.95
3560025458	02/20/24	02/20/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		27.11
3560025459	02/20/24	02/20/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		44.70
3560025460	02/20/24	02/20/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		125.04
3560025461	02/20/24	02/20/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		32.64
3560025462	02/20/24	02/20/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		152.84
3560025463	02/20/24	02/20/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		26.64
3560025464	02/20/24	02/20/24		OFFICE SUPPLIES	Othr Mat & Supp 138254-7199		119.61

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID FO #	VENDOR NAME FO Date Description	GL Account #	JL Account #	Amount
3560025465		02/20/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		23.30
3560086459		02/21/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138254-7199		51.95
3560086461		02/21/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138151-7199		205.77
3560368984		02/24/24		OFFICE SUPPLIES	General Childcare Othr Mat & Supp 138151-7199		220.08
3560368984		02/24/24		OFFICE SUPPLIES	General Childcare Othr Mat & Supp 138254-7199		238.43
3560368985		02/24/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138151-7199		13.01
3560368985		02/24/24		OFFICE SUPPLIES	General Childcare Othr Mat & Supp 138254-7199		14.10
3560368986		02/24/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138151-7199		58.97
3560368986		02/24/24		OFFICE SUPPLIES	General Childcare Othr Mat & Supp 138254-7199		63.88
3560368987		02/24/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 138151-7199		4.87
3560368987		02/24/24		OFFICE SUPPLIES	General Childcare Othr Mat & Supp 138254-7199		5.27
3560580179		02/28/24		OFFICE SUPPLIES	CA State Preschl Othr Mat & Supp 182121-7199		630.14
3561417841		03/05/24		OFFICE SUPPLIES	Wtr Customer Srv Othr Mat & Supp 182121-7199		77.90
3561485652		03/06/24		OFFICE SUPPLIES	Wtr Customer Srv Othr Mat & Supp 182121-7199		83.87
3561547629		03/07/24		OFFICE SUPPLIES	Wtr Customer Srv Othr Mat & Supp 182121-7199		4.71

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TRV Date	TYPE	PE-ID	PO #	PO Date	VENDOR NAME Description	GL Account #	JL Account #	Amount
GN00143307 14539	03/12/24	02/19/24	MW	V48889			UNIVERSITY PRINTING BUSINESS CARDS/BANNERS	138151-7739 General Childcare Prof Service		5,861.11
14539	02/19/24						BUSINESS CARDS/BANNERS	138254-7739 CA State Preschl		407.56
14581	03/05/24						FLYERS	138151-7739 Prof Service		346.40
14581	03/05/24						FLYERS	138151-7739 General Childcare Prof Service		346.40
Check Totals:										
GN00143308 9957426862	03/12/24	02/23/24	MW	V46919			VERIZON WIRELESS DATA SVCS-CHILD DEVELOP	138151-7631 General Childcare Utilities-Phone		1,507.92
9957426862	02/23/24						DATA SVCS-CHILD DEVELOP	138254-7631 CA State Preschl Utilities-Phone		556.30
Check Totals:										
GN00143309 115938	03/12/24	02/19/24	MW	V50206			1ST JON INC PORTABLE RESTROOM-LIL LEAGU	134151-7739 Recreation	34004-7739 Athl Field Rent	650.16
115938	02/19/24							Prof Service	Prof Services	650.16
Check Totals:										
GN00143310 95756	03/12/24	11/15/23	MW	V51944			ACFO PRINTING INC BUSINESS CARDS	133101-7741 Children's Mus		466.36
95756	11/15/23							Outside Printing		466.36
Check Totals:										

REGISTER OF PREISSUED WARRANTS/AUDITED DEMANDS
 SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	Intv Date	PE-ID	FO #	FO Date	VENDOR NAME	CL Account #	JL Account #	Amount
GN00143311 94316	03/12/24	MW	03/04/24	V0915			ACTION TROPHY TROPHIES-IH RACES	134153-7739 Special Events Prof Service	13411-7739 IH 5K & 10K Run Prof Services	982.91
Check Totals:										
GN00143312 2401LAHABRA	03/12/24	MW	02/06/24	V3401			CHANDLER LIQUID ASSET MGMT INC 1/24 MANAGEMENT FEE	111000-4501 Treasurer Fund Interest Income	53604-8921 Traff Impr 23-24 Improvements	3,741.36
2402LAHABRA	03/08/24						2/24 MANAGEMENT FEE	111000-4501 Treasurer Fund Interest Income		3,736.81
Check Totals:										
GN00143313 9223078	03/12/24	MW	01/15/23	V2032			CITY OF FULLERTON 2022 ANL IH SIGNAL MAINT	152471-8921 Gas Tax Improvements		1,844.63
Check Totals:										
GN00143314 4670180	03/12/24	MW	02/27/24	V55621			MAXFLOWER DISTRIBUTING COMPANY HELIUM TANK RENTAL	133101-7199 Children's Mus Othr Mat & Supp		6.57
Check Totals:										
GN00143315 2-2024	03/12/24	MW	02/27/24	V9575			O'BRIEN, NANCY 2/24 TAI CHI-OLDR ADULTS	132151-7739 Social Services Prof Service	35081-7739 Sr Social Dances Prof Services	160.00
Check Totals:										
GN00143316 812260	03/12/24	MW	12/04/24	V0527			HQ EQUIPMENT RENTAL CENTER LIGHT TOWER-TAMALE FEST	134153-7739 Special Events Prof Service	13415-7739 Tamale Festival Prof Services	402.96
Check Totals:										

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME PO Date Description	GL Account #	JL Account #	Amount
GN00143317 DEPOST41458.1	03/12/24	MW 02/15/24	V60001	PEOPLESPACE FURNITURE DEPOSIT-CVC CIR	152151-8914 Gen Cap Projects Furnit/Fixtures	52801-8914 Admin Building Furnit/Fixtures	6,567.97
Check Totals:							
GN00143318 01	03/12/24	MW 02/21/24	V56983	ROME, CRAIG ENTERTAINMT SR DANCE	132151-7739 Social Services Prof Service	35081-7739 Sr Social Dances Prof Services	300.00
Check Totals:							
GN00143319 10344500 030124	03/12/24	MW 03/01/24	V51302	SPARKLETIS 2/24 WATER DELIVERIES	138151-7899 General Childcare Miscellaneous		156.49
10344500 030124	03/01/24			2/24 WATER DELIVERIES	138254-7899 CA State Preschl Miscellaneous		206.26
Check Totals:							
GN00143320 3554308040	03/12/24	MW 12/07/23	V56451	STAPLES ADVANTAGE OFFICE SUPPLIES	138151-7199 General Childcare Othr Mat & Supp		362.75
3554308040	12/07/23			OFFICE SUPPLIES	138254-7199 CA State Preschl Othr Mat & Supp		89.03
3560086458	02/21/24			CREDIT MEMO	138151-7199 General Childcare Othr Mat & Supp		128.12
3560368982	02/24/24			OFFICE SUPPLIES	138254-7199 CA State Preschl Othr Mat & Supp		-320.81
3560368983	02/24/24			OFFICE SUPPLIES	138254-7199 CA State Preschl Othr Mat & Supp		56.51
Check Totals:							
GN00143321 498550	03/12/24	MW 03/01/24	V0633	SYSCO FOOD SERVICES 2/24 FOOD PURCHASES	138512-7114	38501-7114	2,719.28
Check Totals:							
							22.77

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	Inv Date	PE-ID	PO #	PO Date	VENDOR NAME Description	GL Account #	JL Account #	Amount
498550	03/01/24		03/01/24			2/24	FOOD PURCHASES	Child Care Food Food Srv Supp-Ch 138512-7114	CCFP-General CC Food Srv Supply 38502-7114	4,971.29
498550	03/01/24		03/01/24			2/24	FOOD PURCHASES	Child Care Food Food Srv Supp-Ch 134153-7199	CCFP-CA StatePre Food Srv Supply 13411-7199	302.45
498550	03/01/24		03/01/24			2/24	FOOD PURCHASES	Special Events Othr Mat & Supp 133101-7199	IH 5K & 10K Run Othr Mat/Supply	490.76
Check Totals:										
GN00143322 20243	03/12/24	MW	02/09/24	V60837			TERESA EGAN ED D 1/24 CONSULTANT SVCS	138254-7739 CA State Preschl Prof Service		8,483.78
20244	03/09/24		03/09/24			2/24	CONSULTANT SVCS	138151-7739 General Chldcare Prof Service		2,500.00
Check Totals:										
GN00143323 INV21046	03/12/24	MW	02/20/24	V60774			TOTAL PROTECTION GROUP 2/12-2/18/24 SECURITY SKT P	151701-7739 ARPA Fund Prof Service	28133-7739 ARPA-Recreation Prof Services	1,484.00
INV21059	02/27/24		02/27/24			2/19-2/25/24	SECURITY SKT P	151701-7739 ARPA Fund Prof Service	28133-7739 ARPA-Recreation Prof Services	1,484.00
Check Totals:										
GN00143324 02292024	03/12/24	MW	02/29/24	V62477			WINDSOR SCHOOL OF NURSING ASSI TUTORING-NURSE ASSISTANT	139101-7739 W.I.A. Prof Service	39446-7739 CSY Support Svcs Prof Services	10,080.00
GN00143325 96324	03/12/24	MW	02/20/24	V51944			ACRO PRINTING INC BUSINESS CARDS	121101-7741 Police Admin Outside Printing		396.90
Check Totals:										

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE-ID	PE-DATE	PO #	VENDOR NAME	GL Account #	JL Account #	Amount
GN00143326 2704848	03/12/24	MW	V62420	02/21/24		BEST CAFE ENTERPRISES LLC SR ADVOCACY MTG-BREAKFAST	132151-7199 Social Services Othr Mat & Supp	35080-7199 Sr Social Admin Othr Mat/Supply	396.90
Check Totals:									
GN00143327 109976	03/12/24	MW	V45525	03/05/24		BEST LAWMOWER SERVICE SITHL HEAD	185101-7199 Park & Landscape Othr Mat & Supp		250.00
Check Totals:									
GN00143328 1189G	03/12/24	MW	V61390	03/04/24		BEST PRICE APPLIANCE REPAIR OVEN-IH CHILD CENTER	142111-7433 Facility Maint Rep/Maint-Facilit		250.00
Check Totals:									
GN00143329 12655012	03/12/24	MW	V56751	02/29/24		CINTAS CORPORATION #693 2/24 UNIFORM CHARGES	142111-7123 Facility Maint Safety Equip/Uni 142111-7112 Facility Maint Fac Maint Supply		64.93
12655012	02/29/24					2/24 MAINT CHARGES			69.00
Check Totals:									
GN00143330 59392	03/12/24	MW	V60356	03/05/24		COLANIUNO HIGHSMITH & WHATLEY REVIEW CAL DOMESTIC BYLAWS	182101-7739 Water Operations Prof Service		69.00
Check Totals:									
GN00143331 S44688-2	03/12/24	MW	V47487	03/01/24		DIVERSIFIED THERMAL SERVICES 2/24 HIG/AIR MAINT-CVC CIR	142111-7433 Facility Maint Rep/Maint-Facilit		186.08
Check Totals:									
									764.38
									950.46
									231.00
									231.00
									3,350.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE-ID	PO #	PO Date	VENDOR NAME	CL Account #	JL Account #	Amount
S44688-2	03/01/24				2/24	HIG/AIR MAINT-PD	142111-7433 Facility Maint. Rep/Maint-Facilit		210.00
Check Totals:									
GN00143332 4068	03/12/24	MW	V62067		01/01/24	FLAGSHIP DESIGN GROUP INC CITATION PAPERS	121102-7741 Police Operation Outside Printing		3,560.00
GN00143333 37253	03/12/24	MW	V4190		08/29/24	IN-BIN HATS AND EMEROIDERY LOGO	142111-7123 Facility Maint Safety Equip/Uni		205.57
Check Totals:									
GN00143334 #INV-NW103930	03/12/24	MW	V57673		03/07/24	NEIWRX CORPORATION 3/24-3/25-LICENSE/WAIT R/W	165151-7431 Information Tech Rep/Maint-Equip		2,306.25
Check Totals:									
GN00143335 HMIS-2024-49	03/12/24	MW	V8894		02/19/24	ORANGE COUNTY'S UNITED WAY CES ACCESS POINT FEE	132151-7215 Social Services Dues & Membership	35080-7215 Sr Social Admin Dues & Memberships	200.00
Check Totals:									
GN00143336 3561324609	03/12/24	MW	V56451		03/02/24	STAPLES ADVANTAGE OFFICE SUPPLIES	131101-7199 Comm Srv Admin Other Mat & Supp		46.82
3561324609	03/02/24					OFFICE SUPPLIES	134151-7199 Recreation Other Mat & Supp	34200-7199 Admin/Contingenc Other Mat/Supply	46.81
3561324611	03/02/24					OFFICE SUPPLIES	134153-7199 Special Events Other Mat & Supp	LH 5K & 10K Run Other Mat/Supply	32.13

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE- ID	PO #	PO Date	VENDOR NAME	Description	GL Account #	JL Account #	Amount
GN00143337 68170	03/12/24	MW		V57637	02/26/24	SIEFAMX GRAFFITI SUPPLIES		131101-7815 Crim Strv Admin Graffiti Removal		1,535.42
Check Totals:										
GN00143338 791314438	03/12/24	MW		V59990	02/23/24	THE HOME DEPOT PRO JANITORIAL SUPPLIES		142111-7112 Facility Maint Fac Maint Supply		163.46
Check Totals:										
GN00143339 249537-202402-1	03/12/24	MW		V55650	03/01/24	TRANSUNION RISK & ALTERNATIVE 2/24 TLOXP CHARGES		121103-7216 Police Investgns Publicity/Subscrip		216.00
Check Totals:										
GN00143340 18004	03/12/24	MW		V5715	02/29/24	VALVERDE CONSTRUCTION INC EMERGENCY REPAIR-920 LINDA		182101-7739 Water Operations Prof Service		9,007.12
Check Totals:										
GN00143341 2024-333316-00	03/12/24	MW		V5072	02/06/24	VISTA PAINT PAINT		185101-7199 Park & Landscape Othr Mat & Supp		613.85
2024-349544-00	03/12/24	MW			02/21/24	PAINT		185101-7199 Park & Landscape Othr Mat & Supp		411.13
Check Totals:										
GN00143342 24-1	03/12/24	MW		V55232	03/04/24	WARSTINSKI, RICK PROF ENGINEERING SVCS		152151-7739 Gen Cap Projects Prof Service	53563-7739 106 E 1st Electr Prof Services	96.65
24-1	03/12/24	MW			03/04/24	PROF ENGINEERING SVCS		152151-7739	53564-7739	284.55
Check Totals:										
										1,024.98

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE- ID	PE- ID	PO #	PO Date	VENDOR NAME	GL Account #	JL Account #	Amount
GN00143343	03/13/24	MW	V49245	V49245		09/23/23	24/7 EVENT SERVICES IN SECURITY SVCS-9/23/23	205-211 Exclid Prof Services		381.20
4139	02/24/24						SECURITY SVCS-2/24/24	134101-7739 Facility Rentals Prof Service	35053-7739 Facility-Security Prof Services	760.00
4173	03/02/24						SECURITY SVCS-3/2/24	134101-7739 Facility Rentals Prof Service	35053-7739 Facility-Security Prof Services	520.00
										390.00
Check Totals:										
GN00143344	03/13/24	MW	V60679	V60679			AMAZON CAPITAL SERVICES INC SUPPLIES			1,670.00
11PI-GRV-L3DC	03/10/24									42.12
IVH6-3GH-41TC	02/13/24						BLUEICCOH ADAPTER	121104-7199 Police Suprt Svc		138.98
										181.10
Check Totals:										
GN00143345	03/13/24	MW	V8190	V8190			C F MENZIES			500.00
1850	02/07/24						BALLON ENTERIN-EGGSIRAVAGAN	134153-7739 Special Events Prof Service	13406-7739 Easter Breakfast Prof Services	500.00
Check Totals:										
GN00143346	03/13/24	MW	V61888	V61888			CALANIMALS			500.00
300001906	03/11/24						2024 MEMBERSHIP	121105-7215 Animal Control Dues & Membership		100.00
Check Totals:										
GN00143347	03/13/24	MW	V62478	V62478			CALIFORNIA FORCE INSTRUCTORS A MEMBER FEES-CALFTA			100.00
000376	03/04/24							121101-7215 Police Admin		200.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME PO Date Description	GL Account #	JL Account #	Amount
Dues & Membership							
GN00143348 1229	03/13/24	MW 03/10/24	V60894	CHIEF LEADERSHIP COACHING SVCS	121101-7331 Police Admin Training & Confr		200.00
Check Totals:							
GN00143349 82205634	03/13/24	MW 02/29/24	V53213	CORELOGIC INFORMATION 2/24 GEOGRAPHIC PKG-RLQST	151101-7216 Planning Publicity/Subscrip 153101-7739 Bldg & Safety Prof Service		375.00
Check Totals:							
82205634	02/29/24			2/24 GEOGRAPHIC PKG-RLQST			154.17
Check Totals:							
GN00143350 719771	03/13/24	MW 03/04/24	V7784	DEPARTMENT OF JUSTICE-ACCT OFF 2/24 FINGERPRINTS	121101-7739 Police Admin Prof Service		308.33
Check Totals:							
GN00143351 027158082	03/13/24	MW 03/22/24	V52164	CALLS/ AN ARAMARK COMPANY UNIFORMS-GUSTIN	121101-7123 Police Admin Safety Equip/Uni 121101-7123 Police Admin Safety Equip/Uni 121101-7123 Police Admin Safety Equip/Uni 121101-7123 Police Admin Safety Equip/Uni 121101-7123 Police Admin Safety Equip/Uni 121101-7123 Police Admin Safety Equip/Uni		388.00
Check Totals:							
027158106	02/21/24			UNIFORMS-SANCHEZ			176.71
027169776	02/22/24			UNIFORMS-ROY			147.21
027180893	02/23/24			UNIFORMS-GONZALEZ			147.21
027180943	02/23/24			UNIFORMS-GONZALEZ			21.31
027199351	02/26/24			UNIFORMS-COLFMAN			366.00
Check Totals:							
							175.89

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME PO Date Description	GL Account #	JL Account #	Amount
027199368	02/26/24			UNIFORMS-SY-PEREZ	Police Admin Safety Equip/Uni 121101-7123		114.17
027251301	03/01/24			UNIFORMS-CTARMIRO	Police Admin Safety Equip/Uni 121101-7123		84.03
Check Totals:							
GN00143352 2024-02	03/13/24	MW 03/30/24	V62095	GUZMAN, VICENIE AUDIO SET UP-EGGSTRAVAGANZA	134153-7739 Special Events Prof Service	13406-7739 Easter Breakfast Prof Services	600.00
Check Totals:							
GN00143353 4670823	03/13/24	MW 02/27/24	V55621	MAYFLOWER DISTRIBUTING COMPANY HELIUM TANK RENTAL	134151-7199 Recreation Other Mat & Supp	34200-7199 Admin/Contingenc Other Mat/Supply	6.57
7182600I	03/06/24			HELIUM TANK	133101-7199 Children's Mus Other Mat & Supp		355.96
Check Totals:							
GN00143354 312056886	03/13/24	MW 02/27/24	V60840	ONLY CREMATIONS FOR PEELS 2/24 DEAD ANIMAL PICK UP	121105-7739 Animal Control Prof Service		989.26
Check Totals:							
GN00143355 582559	03/13/24	MW 02/29/24	V60685	SOUTHERN CALIFORNIA NEWS GROUP 2/24 LEGAL NOTICES	151101-7813 Planning Advertising		630.94
Check Totals:							
GN00143356 3560368990	03/13/24	MW 02/24/24	V56451	STAPLES ADVANTAGE CREDIT MEMO	133101-7199 Children's Mus		-118.53

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE- ID	FO #	PO Date	VENDOR NAME Description	GL Account #	JL Account #	Amount
3560368991	02/24/24					OFFICE SUPPLIES	Other Mat & Supp 134151-7199 Recreation	34200-7199 Admin/Contingenc Other Mat/Supply	371.08
3561485653	03/06/24					OFFICE SUPPLIES	Other Mat & Supp 133101-7199 Children's Mus Other Mat & Supp		168.24
Check Totals:									
GN00143357 417749	03/13/24 03/01/24	MW		V2304		SUN BADGE CO BADGE REPAIR	121101-7123 Police Admin Safety Equip/Uni		65.13
Check Totals:									
GN00143358 24006	03/13/24 03/08/24	MW		V59356		SUNSET DELECTIVES BACKGROUND-GABORNO	121101-7739 Police Admin Prof Service		1,500.00
Check Totals:									
GN00143359 9561164912	03/13/24 02/27/24	MW		V53260		T-MOBILE USA GPS LOCATE	121103-7531 Police Investgns Rent/Lease-Equip		125.00
Check Totals:									
GN00143360 0543733030124	03/13/24 03/01/24	MW		V61515		CHARIER COMMUNICATIONS VIDEO SVCS ACCT-COM SVCS	165151-7631 Information Tech Utilities-Phone		102.50
0654738030424	03/04/24					ISP 200 MBPS SVCS	165151-7631 Information Tech Utilities-Phone		1,253.95
Check Totals:									
GN00143361 17108610	03/13/24 03/09/24	MW		V46005		DSL EXTREME DSL CNCIN WHI PRESCHOOL	165151-7631 Information Tech Utilities-Phone		1,356.45
Check Totals:									
									69.22

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE- ID PO #	VENDOR NAME PO Date Description	GL Account #	JL Account #	Amount
Check Totals:							
GN00143362 700127490376	03/13/24 02/20/24	MW	V4055	EDISON CO 215 N EUCLID	138151-7632 General Childcare Utilities-Electr		69.22
700127490376	02/20/24			215 N EUCLID	138254-7632 CA State Preschl Utilities-Electr		274.31
700127490376	02/20/24			215 N EUCLID	138511-7632 CCFP Utilities-Electr		640.05
Check Totals:							
GN00143363 562-266-0057	03/13/24 03/26/24	MW	V57731	FRONTIER COMMUNICATIONS FIRE ALARM SVCS-CVC CIR	165151-7631 Information Tech Utilities-Phone		1,142.94
562-266-1281	03/02/24			ELEVATOR LINE-CVC CIR	165151-7631 Information Tech Utilities-Phone		123.81
562-691-4031	03/01/24			ALARM LINE-1440 WHITTIER	138254-7739 CA State Preschl Prof Service		58.65
Check Totals:							
GN00143364 40500	03/13/24 02/28/24	MW	V61916	SUPERIOR PAVING COMPANY INC 6/30/23-3/30/24 ALLEY IMPRV	152538-8921 Measure M2-Fairs Improvements	53514-8921 20-Alley Improv Improvements	7,500.00
40500	02/28/24			RETENTION 5%	138000-2113 Measure M2-Fairs Retentions Payabl	53514-2113 20-Alley Improv Retentions Payabl	-375.00
Check Totals:							
GN00143365 406528	03/13/24 12/18/23	MW	V0810	WHITTIER FERTILIZER MULCH	185101-7199 Park & Landscape Othr Mat & Supp		7,125.00
Check Totals:							
							194.04
							194.04

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME PO Date	Description	GL Account #	JL Account #	Amount
GN00143366 116190	03/14/24	MW 02/26/24	V50206	1ST JCN INC PORTABLE RESTROOM/HANDWASH		134151-7739 Recreation Prof Service	34004-7739 Athl Field Rentl Prof Services	375.78
Check Totals:								
GN00143367 4015	03/14/24	MW 03/08/24	V49245	24/7 EVENT SERVICES IN SECURITY SVCS 03/08/24		134153-7739 Special Events Prof Service	13411-7739 LH 5K & 10K Run Prof Services	385.00
Check Totals:								
GN00143368 9331-79939	03/14/24	MW 03/07/24	V61085	AKESO OCCUPATIONAL HEALTH PHYSICALS & DRUG SCREEN-HR		163101-7739 Personnel Prof Service		260.00
9331-79939		03/07/24		PHYSICALS & DRUG SCREEN-FW		172101-7739 Public Wkks Adm Prof Service		235.00
9331-79939		03/07/24		PHYSICALS & DRUG SCREEN-CS		134151-7739 Recreation Prof Service	34200-7739 Admin/Contingenc Prof Services	35.00
9331-79939		03/07/24		PHYSICALS & DRUG SCREEN-EXT		139101-7739 W.I.A. Prof Service	39450-7739 OSY Prog Admin Prof Services	26.00
9331-79939		03/07/24		PHYSICALS & DRUG SCREEN-EXT		139101-7739 W.I.A. Prof Service	39050-7739 LSY Prog Admin Prof Services	9.00
9331-79939		03/07/24		PHYSICALS & DRUG SCREEN-CH		138254-7739 CA State Preschl Prof Service		75.00
Check Totals:								
GN00143369 904082490154	03/14/24	MW 01/25/24	V59518	ANIHEM EAP 01-02/24 EAP PEEM		165351-7739 Employee Benefit Prof Service		640.00
904088369952		02/26/24		03/24 EAP PEEM		165351-7739 Employee Benefit Prof Service		820.00
Check Totals:								
								595.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID FO #	VENDOR NAME PO Date Description	GL Account #	JL Account #	Amount
GN00143370 498693	03/14/24	MW 03/05/24	V7602	CANNING'S HARDWARE SUPPLIES-POLICE DEPT	121106-7199 Auxiliary Svcs		1,415.00
SIREET DEPT	02/29/24			02/24 SUPPLIES-SIREET DEPT	173111-7199 Other Mat & Supp		48.10
WATER DEPT	02/29/24			02/24 SUPPLIES-WATER DEPT	173111-7199 Street Maint		155.13
					182101-7199 Other Mat & Supp		1,128.99
					Water Operations		
					Other Mat & Supp		
Check Totals:							
GN00143371 SH 67955	03/14/24	MW 02/20/24	V51447	COUNTY OF ORANGE 02/24 AFIS CHARGES	121106-7739 Auxiliary Svcs		2,242.00
					Prof Service		
Check Totals:							
GN00143372 720103	03/14/24	MW 03/04/24	V7784	DEPARTMENT OF JUSTICE-ACCT OFF 02/24 FINGERPRINTS	163101-7739 Personnel		32.00
					Prof Service		
720103	03/04/24			02/24 FINGERPRINTS	172101-7739 Public Wrks Adm		32.00
720103	03/04/24			02/24 FINGERPRINTS	134151-7739 Prof Service		32.00
720103	03/04/24			02/24 FINGERPRINTS	34200-7739 Admin/Contingenc		32.00
720103	03/04/24			02/24 FINGERPRINTS	Prof Services		
720103	03/04/24			02/24 FINGERPRINTS	39450-7739 OSY Prog Admin		24.00
720103	03/04/24			02/24 FINGERPRINTS	Prof Services		
720103	03/04/24			02/24 FINGERPRINTS	39050-7739 ISY Prog Admin		8.00
720103	03/04/24			02/24 FINGERPRINTS	Prof Services		
					138254-7739 CA State Preschl		370.00
					Prof Service		
Check Totals:							
GN00143373	03/14/24	MW	V55503	EFFICIENT X-RAY INC			498.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME PO Date Description	GL Account #	JL Account #	Amount
402229		01/22/24		JAIL WASTE DISPOSAL	121106-7739 Auxiliary Svcs Prof Service		73.89
Check Totals:							
GN00143374 123361	03/14/24	MW 02/29/24	V45626	HI-WAY SAFETY RENTALS INC TRFC CNTRL-PRV REPAIR	182101-7739 Water Operations Prof. Service 173111-7199 Street Maint Other Mat & Supp		1,750.00
153420		02/15/24		DRIVE RIVET, BANDING MAT, BUC			895.19
Check Totals:							
GN00143375 37704	03/14/24	MW 02/26/24	V4190	IN-BIN T-SHIRT, FLEECE JACKET-HR	163101-7199 Personnel Other Mat & Supp		83.34
Check Totals:							
GN00143376 6059	03/14/24	MW 11/03/23	V57574	KB DESIGN/ANAHEIM EMBROIDERY I NORTH COUNTY SWAT POLOS	121102-7123 Police Operation Safety Equip/Uni		161.63
Check Totals:							
GN00143377 44353452	03/14/24	MW 03/12/24	V50539	KONICA MINOLTA 03/24 KONICA LEASE	165151-7531 Information Tech Rent/Lease-Equip		3,231.79
Check Totals:							
GN00143378 0069942	03/14/24	MW 11/09/23	V46768	MIGL INC 10/23 PROF ENG SVCS	152475-7739 SBI-RVRA-Road Mt Prof Service	53536-7739 ARTERIAL REHAB Prof Services	4,460.00
Check Totals:							
GN00143379	03/14/24	MW	V52574	PACIFIC COAST RACE TIMING			4,460.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME Description	GL Account #	JL Account #	Amount
1849	03/11/24			FINAL PAYMENT 2024 IH RACES	134153-7739 Special Events Prof Service	13411-7739 IH 5K & 10K Run Prof Services	3,091.16
Check Totals:							
GN00143380 38330	03/14/24	MW 02/26/24	V0812	FEW SERVICES INC GOPHER CONTROL	134151-7739 Recreation Prof Service	34004-7739 Athl Field Rentl Prof Services	125.00
Check Totals:							
GN00143381 205093140	03/14/24	MW 03/06/24	V8748	SIMPLOT PARTNERS DEFOAMER, GLOVES, GOGGLES	173111-7199 Street Maint Other Mat & Supp		1,115.62
Check Totals:							
GN00143382 8935	03/14/24	MW 03/11/24	V9260	ZUMAR INDUSTRIES TEMP NO PARKING SIGNAGE	173111-7199 Street Maint Other Mat & Supp		857.52
Check Totals:							
GN00143383 253-1366	03/14/24	MW 03/07/24	V49921	AT & T VG CKT CITY HALL TO FIRE	165151-7631 Information Tech Utilities-Phone		51.04
254-7835	03/07/24			CKT LAHABRATORREA FIRE	165151-7631 Information Tech Utilities-Phone		57.68
257-2002	03/07/24			VG CKT PD TO FIRE DPT	165151-7631 Information Tech Utilities-Phone		51.04
Check Totals:							
GN00143384 3901-0780M-4	03/14/24	MW 02/27/24	V59110	BORDIN SEMWER LLP LEGAL SVCS-A. ROBLES	164211-7739 Liability Ins Prof Service		159.76
Check Totals:							
							7,337.16

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE	PE-ID	FO #	FO Date	VENDOR NAME	GL Account #	JL Account #	Amount
GN00143385 2960024	03/14/24	MW	V60930		02/29/24	CALIFORNIA YELLOW CAB 2/24 SENIOR TRANSPORTATION	155101-7739 AQMD Prof Service	55101-7739 Sr Transportatin Prof Services	7,337.16 1,592.00
Check Totals:									
GN00143386 000234380	03/14/24	MW	V57475		03/01/24	CR&R INCORPORATED 2/24 RESIDENTIAL SVCS	184101-7739 Refuse Prof Service		329,048.23
000234380	03/14/24	MW	V57475		03/01/24	2/24 RESIDENTIAL ORGANIC	184101-7739 Refuse Prof Service		60,341.58
Check Totals:									
GN00143387 10512	03/14/24	MW	V55570		03/03/24	CRANE ARCHITECTURAL GROUP PROF ENG SVCS-106 E 1ST ST	152151-7739 Gen Cap Projects Prof Service	53563-7739 106 E 1st Electr Prof Services	2,287.20
10512	03/14/24	MW	V55570		03/03/24	PROF ENG SVCS-205-211 S EUC	152151-7739 Gen Cap Projects Prof Service	53564-7739 205-211 Exclud Prof Services	5,336.80
Check Totals:									
GN00143388 700141434835	03/14/24	MW	V4055		03/06/24	EDILSON CO SPRINKLER ACCTS	142111-7632 Facility Maint Utilities-Electr		144.61
700424628961	03/08/24	MW	V4055		03/08/24	ORSTE PK BLDG SVCS	142111-7632 Facility Maint Utilities-Electr		1,025.34
700502743869	03/08/24	MW	V4055		03/08/24	110 E IH BLMD-CVC CIR	142111-7632 Facility Maint Utilities-Electr		8,554.02
700571855056	03/01/24	MW	V4055		03/01/24	GEN GOVT BLDGS	142111-7632 Facility Maint Utilities-Electr		1,027.23
Check Totals:									
									10,751.20

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID PO #	VENDOR NAME PO Date Description	GL Account #	JL Account #	Amount
GN00143389 26332	03/14/24	MW 03/06/24	V1102	FERGUSON ERAFT & SHERMAN LEGAL SVCS-C.HEAD	164211-7739 Liability Ins Prof Service		200.00
Check Totals:							
GN00143390 209-188-4321	03/14/24	MW 03/02/24	V57731	FRONTIER COMMUNICATIONS MISC TELEPHONE/CIRCUITS	165151-7631 Information Tech Utilities-Phone		4,923.37
Check Totals:							
GN00143391 23X011.02-1	03/14/24	MW 11/30/23	V62369	IDS GROUP INC STRUCTURAL SPERT-TERMITTE DM	156101-7739 M/H Lease Fund Prof Service	15611-7739 Park La Habra Prof Services	1,276.00
23X011.02-2	12/31/23			STRUCTURAL SPERT TERMITTE DM	156101-7739 M/H Lease Fund Prof Service	15611-7739 Park La Habra Prof Services	4,106.00
Check Totals:							
GN00143392 27528	03/14/24	MW 01/31/24	V6077	KOPEL COMPANY EMERGENCY REPLACVMT-FND/ECL	182151-8921 Water Projects Improvements	53608-8921 Cast Iron-Pine Improvements	42,223.00
Check Totals:							
GN00143393 261021	03/14/24	MW 01/31/24	V0028	LIBBERT CASSIDY & WHITMORE 1/24 PROF SVCS-HR	163101-7739 Personnel Prof Service		85.00
261022	01/31/24			1/24 PROF SVCS-HR	163101-7739 Personnel		4,612.00
261023	01/31/24			1/24 PROF SVCS-HR	163101-7739 Personnel Prof Service		1,020.00
Check Totals:							
GN00143394	03/14/24	MW	V60651	CONYX PAVING COMPANY INC			5,717.00

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID FO #	VENDOR NAME FO Date Description	GL Account #	JL Account #	Amount
23-004-R	01/31/24	01/31/24		7/1-8/31/23 COMM CIR PK IOT	159151-2113 CDBG/HUD	44514-2113 20-Crsm Center P	15,088.67
23-004-R	01/31/24	01/31/24		RETENTION 5%	Retentions Pyabl 411000-2113 Capital Proj Fd, Retentions Pyabl	Retentions Payabl 53525-2113 Community Center Retentions Payabl	4,976.50
Check Totals:							
GN00143395 CH024329	03/14/24	02/28/24	V46325	SCHIRMER-CAVANAGH INSURANCE A 3/20-3/19/25 EXCESS WRKSOMP	164151-7867 Indust Inj (W/C) Ins - Premiums		230,709.00
Check Totals:							
GN00143396 025-456448	03/14/24	02/28/24	V58776	TYLER TECHNOLOGIES INC 2/12-2/22/24 PROF SVCS	152412-7739 SB2-FGP Prof Service		400.00
Check Totals:							
GN00143397 177933622-0	03/14/24	03/09/24	V59352	TPX COMMUNICATIONS CITY MAIN PRI CRCT AND DIDS	165151-7631 Information Tech Utilities-Phone		1,782.73
Check Totals:							
GN00143398 15425447	04/02/24	03/03/24	V61335	ALLIED UNIVERSAL SECURITY SERV 2/24 CUSTODY OFFICER SVCS	121106-7739 Auxiliary Svcs Prof Service		25,693.78
Check Totals:							
GN00143399 1332	04/02/24	03/08/24	V62070	GLENN CHAVEZ CONSTRUCTION GRADING/TANK INSTALLATION	152471-8921 Gas Tax Improvements 131000-2113 Gas Tax Fund Retentions Pyabl	53571-8921 Traffic Imp22-23 Improvements 53571-2113 Traffic Imp22-23 Retentions Payabl	91,028.40
1332	03/08/24	03/08/24		RETENTION 5%			-4,551.42

SELECT Check ID's & Numbers: GN00143236-GN00143403

CHECK Invoice	CK DATE	TYPE Inv Date	PE-ID FO #	VENDOR NAME PO Date Description	GL Account #	JL Account #	Amount	
GN00143400 JC31151-4	04/02/24	MW 12/07/24	V57031	KOA CORPORATION 10/28-11/24/23 PROF ENG SVC	152471-7739 Gas Tax	53583-7739 Alley Area 8	86,476.98	
JC31151-5	02/19/24			12/30/23-1/26/24 ENG SVCS	152471-7739 Prof Service	53583-7739 Prof Services	7,513.50	
				Check Totals:			23,230.00	
GN00143401 27529	04/02/24	MW 02/20/24	V6077	KOPEL COMPANY ENG REPLACE VALVE-CYPRESS/I	182151-8921 Water Projects	53608-8921 Cast Iron-Pine	30,743.50	
				Check Totals:			30,753.00	
GN00143402 3221	04/02/24	MW 01/03/24	V62101	MIKE BURALO CONSTRUCTION CO IN STORMDRAIN REPAIR-RIDGEHAVN	151701-8921 ARPA Fund	53597-8921 ARPA-COYATE	22,422.56	
				Check Totals:			22,422.56	
GN00143403 02052024-CAJC	04/02/24	MW 02/16/24	V61712	NURSES DEVELOPMENT CENTER INC ITA PRG-NURSE ASSNT/21 OSY	139101-7331 W.I.A.	39449-7331 OSY Indiv Train	58,800.00	
				Check Totals:			58,800.00	
G R A N D T O T A L								1,512,565.87

File Total: \$ 1,512,565.87 (1) Signature: _____
 Prepaid Total: \$ 1,257,676.05 (2) Signature: _____
 Total Due: \$ 254,889.82 Date Approved: _____

 1,512,565.87



City of
LA HABRA
City Council Agenda Report

Consideration Items
Item No.

MEETING DATE: 04/01/2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JIM SADRO, CITY MANAGER
By: Rhonda J. Barone, CMC, City Clerk

SUBJECT: MAYOR'S COMMUNITY CALENDAR:

Attachments

Mayor's Community Calendar

CPR & FIRST AID CLASS

Sign up today for classes to help yourself and others stay safe!

Classes meet once a month on select Saturdays

9:00 A.M. – 12:00 P.M.

**La Habra Community Center
101 West La Habra Boulevard**

\$32 per person, ages 12+ years.

The next class will be held on April 13th.

**For more information, please call
562-383-4200.**

CPR & First Aid Class

at the La Habra Community Center

Class will include training in infant, child and adult CPR and AED, as well as Standard First Aid. Sign up in person or by phone at the Community Center, 101 W. La Habra Blvd., 562-383-4200.

Open to ages 12+ years. Cost is \$32.

Classes meet Saturdays, 9 a.m.-12 p.m.

Sign Up & Help Yourself & Others Stay Safe!



Dates:

- **February 10th**
- **March 16th**
- **April 13th**
- **May 11th**
- **June 8th**

KIDS NIGHT OUT: PEEPS PARTY

Drop your kids off with us and enjoy an evening to yourself!

**Friday, April 19, 2024
6:00 P.M. – 10:30 P.M.**

**La Habra Community Center
101 West La Habra Boulevard**

\$20 per child, ages 4 – 12 years.

**There will be games, crafts, a movie, snacks,
and dinner will be provided!**

**Register your child online, in person at the
Community Center, or by phone by
calling 562-383-4200.**



SENIOR DANCES

Senior dances are in full swing!

Sunday, April 21st

2:00 P.M. – 4:00 P.M.

La Habra Community Center

101 West La Habra Boulevard

**Join us for an afternoon of live music,
dancing, and dinner!**

**Pre-registration is required and the cost to
attend is \$8 per person.**

**Make a reservation by visiting the La Habra
Community Center or calling 562-383-4200.**



Senior DANCE

**Sunday, April 21st
2:00-4:00 P.M.
La Habra Community Center
101 W. La Habra Blvd.**

Doors Open at 1:45 P.M.

Reservations Required:

\$8 Pre-Sale

\$10 at the Door

Register by phone:

562-383-4200

**or in person at the
Community Center.**

**Live Music
Dancing
Dinner
Raffles
Dessert**

Dinner Menu:

Brisket Sandwiches

Baked Beans

Potato Salad

Cobbler for dessert

Dinner will be served at 3:45 P.M.

lahabraca.gov

562-383-4200

101 W. La Habra Blvd.



LaHabraRecreationDivision

COMMISSION MEETINGS

Planning Commission

La Habra Planning Commission meetings are held the **2nd and 4th Monday** of each month at 6:30 p.m. in the Council Chamber, 100 East La Habra Boulevard.

Community Services Commission

La Habra Community Services Commission meetings are held the **2nd Wednesday** of each month at 6:30 p.m. in the Council Chamber, 100 East La Habra Boulevard



WATER CONSERVATION

Do your Part to Protect our Resources!

Irrigation limited to **3 times**
per week

Odd addresses = Mon/Wed/Fri

Even Addresses = Tue/Thu/Sat

Turn off water for outdoor
irrigation **during or within 48**
hours after measurable
rainfall

Use of **potable water** for
irrigation of non-functional,
ornamental turf prohibited at
commercial, industrial, and
institutional sites

Limit irrigation to no more
than **15 minutes** per station
with no runoff

No lawn irrigation between
10 a.m. - 4 p.m.

No washing of **hard surfaces**,
such as sidewalks/driveways

For more information, call 562.383.4170



www.lahabraca.gov

JOIN THE CONVERSATION

About La Habra's Fire, 911, & Quality of Life Services

The City would like to hear more from the public as we consider a 2024 budget where funding cuts are anticipated.

Please tell us what is important to you by completing a **Community Feedback Survey**.



To complete a survey, scan the QR code, or visit lahabracalifornia.gov/JoinTheConversation

