

City Council Agenda

Tuesday, June 20, 2017

7:00 p.m. - General Session

Cecilia Hupp, MayorGlenn Parker, Mayor Pro TemChristine Marick, Council MemberMarty Simonoff, Council MemberSteven Vargas, Council Member

This agenda contains a brief general description of each item Council will consider. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the City Clerk's Office at (714) 990-7756 or view the Agenda and related materials on the City's website at www.cityofbrea.net. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

Procedures for Addressing the Council

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under **Matters from the Audience**. State Law prohibits the City Council from responding to or acting upon matters not listed on this agenda.

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

Important Notice

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GENERAL SESSION 7:00 p.m. - Council Chamber Plaza Level

CALL TO ORDER/ ROLL CALL - COUNCIL

- 1. Pledge of Allegiance: Brea Police Explorer Post 822
- 2. Invocation: Pastor Daniel Mendoza, Celebration Worship Center
- 3. **Proclamation: Alzheimer's and Brain Awareness Month**
- 4. Community Announcements
- 5. Matters from the Audience
- 6. Response to Public Inquiries Mayor / City Manager

CONSENT CALENDAR - The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."

CITY COUNCIL - CONSENT

- 7. June 6, 2017 City Council Regular Meeting Minutes Approve.
- 8. June 9, 2017 City Council Special Meeting Minutes Approve.
- 9. April 12, 2017 Cultural Arts Commission Meeting Minutes Receive and File.
- 10. Plans and Specifications for Randolph Avenue Sewer Replacement Project 7621 (Phase 7 of Master Sewer Plan Upgrades) Approve Plans and Specifications and Authorize City Clerk to Advertise and Receive Bids.
- 11. Contract with American Integrated Services, Inc. for the Tracks at Brea Segment 4, Project 7873, in the amount of \$3,496,432.75 1) Receive bids; 2) Award Contract to the Lowest Responsive Bidder American Integrated Services, Inc. in the Amount of \$3,496,432.75; and 3) Authorize the Public Works Director or his Designee to Issue Contract Change Orders up to a "Not to Exceed" Amount of 15% of the Contract Price. Funding for this project will come from the Environmental Protection Agency (\$409,000), Active Transportation Program (\$2,484,000), Bicycle Corridor Improvement (\$229,317), Recreational Trails Program (\$1,287,000), and Clean Transportation (\$284,000) grants totaling \$4,693,317.

- 12. Annual Measure M (M2) Eligibility Submittal Package for FY 2017-18 1) Adopt Resolution No. 2017-051 Concerning the Status and Update of the Circulation Element and Mitigation Fee Program; and, Adopting the Local Signal Synchronization Plan and Pavement Management Plan for the Measure M (M2) Program; and 2) Adopt Resolution No. 2017-052 Authorizing Submittal of the Measure M2 Eligibility Package to Orange County Transportation Authority (OCTA) to comply with Measure M2 Eligibility Criteria.
- **13. Contract with All American Asphalt for the Central Avenue and Tamarack Avenue Intersection Improvement, Project 7310, in the Amount of \$470,823.68** - Receive Bids, Award Contract to All American Asphalt in the Amount of \$470,823.68 and Authorize the Public Works Director or his Designee to Issue Contract Change Orders up to a "Not to Exceed" Amount of 15% of the Contract Price (\$70,624), Totaling \$541,447.68. Funding for this project is from Fund 220 (Gas Tax).
- 14. Agreement for Public Safety Software Support with Hexagon Safety and Infrastructure for Computer Aided Dispatch and Records Management Software (CAD/RMS) in the Amount of \$118,381 Approve the Agreement with Hexagon Safety & Infrastructure for a Nine Month Period to Provide Support Services for the City's CAD/RMS System Between Now and the Implementation of the New Software Solution. Funding for this agreement will be charged to the information technology internal service fund.
- 15. Outgoing Payment Log and June 9 & 16, 2017 City Check Registers Receive and File.

ADMINISTRATIVE ANNOUNCEMENTS

- 16. City Manager
- 17. City Attorney

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

COUNCIL COMMUNICATION

FROM: City Manager

DATE: 06/20/2017

SUBJECT: June 6, 2017 City Council Regular Meeting Minutes - Approve.

Minutes

Attachments



BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES June 6, 2017

CLOSED SESSION 5:45 p.m. - Executive Conference Room Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Hupp called the Closed Session meeting to order at 5:45 p.m., all members were present.

Present: Hupp, Parker, Marick, Simonoff, Vargas

1. Public Comment None.

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C.§54956.9(d)(1)], potential litigation [G.C.§54956.9(d)(2)(3) or (4)], liability claims (G. C.§54961) or personnel items (G.C.§54957.6). Records not available for public inspection.

- 2. Conference with City's Labor Negotiator Pursuant to Government Code Section §54957.6 Regarding the Brea City Employees' Association (BCEA) - Mario E. Maldonado, Negotiator
- Conference with City's Labor Negotiator Pursuant to Government Code Section §54957.6 Regarding the Brea Fire Management Association (BFMA) - Mario E. Maldonado, Negotiator
- 4. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Management Association (Non-Safety) - Chris Emeterio, Negotiator

STUDY SESSION 6:15 p.m. - Executive Conference Room Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Hupp called the Study Session meeting to order at 6:16 p.m., all members were present.

5. Public Comment

Debbie Lewis asked staff to clarify the properties to be used for alternative uses and expressed concern about the age of the photos that were included in the plan.

6. Clarify Regular Meeting Topics

Mayor Hupp announced that Item 30 (Laurel Elementary Magnet School/Lagos de Moreno Park Upgrades, Project 7929) will be pulled and Assistant City Manager/Community Services Director Emeterio will make a brief presentation on the item.

DISCUSSION ITEMS

7. Designate Voting Delegate and Alternate for League of California Cities Annual Conference September 13 – 15, 2017 in Sacramento Mayor Hupp was designated as the voting delegate and Mayor Pro Tem Parker was designated as the voting alternate.

8. Central City Core Market Land Use Study

Community Development Director Crabtree introduced Steve Gunnells from Placeworks and stated that the areas being used for alternative uses has not been identified yet, but will be identified during the study and noted that the photographs included in the study are from the Community Development database.

City Planner Lilley specified that the Market Analysis is not the Specific Plan for the City and is only provided to inform as the City moves forward to set the framework for land work in the future and noted that the plan will be continuously revised.

Placeworks consultant Gunnells presented a PowerPoint that included: the purpose of the plan, boundary map, retail market demand, retail summary, residential market demand, residential summary, office and industrial summary, lodging, entertainment, online shopping, generational transitions, and specific plan recommendations.

In response to Council questions, Placeworks consultant Gunnells and Community Development Director Crabtree clarified that the interviews conducted in preparation of the study helped to focus the study on entertainment development options; indicated that seven (7) property owners in the City were interviewed; stated that Phase One (1) provides information that can help determine which market demands the City will accommodate; and explained that Phase Two (2) of the study will guide the following: writing of the Specific Plan, CEQA analysis, economic impact, and identify what areas may be used for alternative uses.

REPORTS

9. Council Member Report

None.

Mayor Hupp adjourned the Study Session meeting at 7:03 p.m.

GENERAL SESSION 7:00 p.m. - Council Chamber Plaza Level

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Hupp called the General Session meeting to order at 7:10 p.m., all members were present.

10. Pledge of Allegiance

Brea Police Explorer Post 822 led the Pledge of Allegiance.

11. Invocation

Pastor Mike O'Brien, Downtown Chapel, delivered the invocation.

12. Presentation: Mayor's Youth Awards

Mayor Hupp introduced the Mayor's Youth Community Service Awards recipients and recognized them on behalf of the Brea City Council and the Brea Community for their volunteer contribution.

13. Presentation

Mayor Hupp introduced a History of Brea video titled "Those Mysterious Bricks."

14. Report - Prior Study Session

City Manager Gallardo provided the prior study session report.

15. Community Announcements

Council Member Marick announced that there is free admission to summer family entertainment. Free popular family events will keep residents entertained this Centennial summer. Family Films begin on Fridays, June 16 to July 21 at 8 p.m. Popular movies shown on a gigantic outdoor screen that makes for a fun summer evening out at Arovista Park. A Brea tradition! Celebrate the fourth with family and friends at the Country Fair, July 4, 7 a.m. to 4 p.m. at City Hall Park. Concerts in the Park start Wednesdays from July 5 to August 16, 6:30 - 8 p.m. Enjoy free entertainment featuring music in different genres at City Hall Park. Another Brea Tradition! Music, food, drink and free admission to make Brea Fest a popular budget-friendly event at the Civic & Cultural Center, Friday, August 18, 6:30-10 p.m. You can find more information on all of these events at BreaSpecialEvents.com

Council Member Simonoff announced that The Orange County Transportation Authority continues its work to build and maintain infrastructure and plan for services for future needs. The public is encouraged to weigh as OCTA prepares the next Transit Master Plan. Please participate by going online to *octransitvision.com.* He also announced that Citrus trees in Brea could be in danger from an incurable plant disease known as HLB. Several neighboring communities have discovered infected trees and quarantines are in place. HLB is transmitted via a small pest, the Asian citrus psyllid (silly-id). Although there is no danger to humans or pets, once the tree is infected, there is no cure and the tree must be removed. There are some proactive measures that a homeowner can take to help prevent infestation. You can get more information and see related photos at *CaliforniaCitrusThreat.org.* Please, inspect your citrus trees regularly for any signs of the Asian citrus psyllid and HLB. Report symptoms by calling 800-491-1899. You can also request a free inspection by trained agriculture officials. Lastly, he announced that the semi-annual fitness membership sale at the Brea Fitness Center is now underway through June 30. Don't miss this limited time special. Adult memberships as low as \$15.25 per month. See *BreaFitness.com* for more information.

Tim Harvey and Bev Perry, Chairs of the Centennial Steering Committee, provided the Brea Centennial Update and introduced the Brea Centennial Parade and Picnic video.

16. Matters from the Audience

Sean Thomas commended the Mayor's Prayer Breakfast event and expressed concern about comments made by an Orange County Board of Supervisors member regarding hate crimes in the County of Orange.

Kari Windes and Joseph Covey, Brea Education Foundation representatives, discussed upcoming events and fundraisers.

Christy Russell discussed the emergency water company Puritas, and asked Council to consider sharing the idea with other cities.

Bill Hall thanked the City Council for recognizing students, praised staff for the Brea Centennial Parade and Picnic video, and expressed concern on Item 25 (Elevator Change Order Options for the Brea Superblock I Parking Structure Project, CIP 7903), stating that it is not necessary to have a glass elevator and suggested that Council consider asking those who requested the elevator changes to participate in the expense of the project.

17. Response to Public Inquiries - Mayor / City Manager None.

PUBLIC HEARINGS FOR THE CITY COUNCIL, SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY, BREA PUBLIC FINANCING AUTHORITY, BREA COMMUNITY BENEFIT FINANCING AUTHORITY, AND THE MIDBURY ASSESSMENT AUTHORITY

Administrative Services Director Russell and City Engineer Kooyman presented a PowerPoint that included: FY 2017-18 budget process, work to date, top priorities, new and different, agenda for budget, economic outlook, sales tax trends, sales tax forecasting, Calpers facts, Calpers active vs. retirees, projected change in PERS costs, general fund revenues, budget assumptions, five year projections with decision packages, looking ahead, Successor Agency budget, FY 2017-18 public financing authority budget, FY 2017-18 Brea Community Benefit Financing Authority budget, FY 2017-18 Midbury Assessment Authority Budget; Capital Improvement Program Budget goals, 7-Year CIP categories, significant projects completed, significant projects under/going into construction, projects under/going into design, new projects, FY 2017-18 summary of expenditures by fund, and 2017-18 CIP projects with proposed FARP funding.

In response to Council questions, staff clarified the following: the City moved forward with a one year budget rather than a two (2) year budget; stated that the fiscal year shortfall for FY 2017-18 was about 1 million dollars and is projected to be approximately 3.2 million by 2022; explained conservative vs. objective budgeting; confirmed that the elimination of two (2) Public Works positions provided a more realistic estimate of the budget; discussed staffing changes that helped in reducing labor costs; and elaborated on the SR-57/Lambert Interchange project, its' current status and funding.

Mayor Hupp opened the public hearings.

Christy Russell expressed concern about the cost of the Clover Leaf Project and its impact on traffic improvement.

Mayor Pro Tem Parker directed staff to clarify the other benefits of the aforementioned project. City Engineer Kooyman clarified that in addition to the traffic improvements going in all directions, the project also includes landscaping, enhancement to mitigation of sound, and upkeep to the walls and other structures in the interchange.

Council Member Vargas noted that there will be an economic benefit to the Brea Community.

Hearing no further public testimony, Mayor Hupp closed the public hearings.

Council Member Marick noted that Council should express agreement for the decision packages and noted her objection to the Commercial Enforcement Officer position being funded by Fund 140.

18. Public Hearing to Consider the Adoption of the City of Brea FY 2017-18 Operating Budget

19. Public Hearing to Consider the Capital Improvement Program Budget For Fiscal Year 2017-2018

Motion was made by Council Member Vargas, seconded by Council Member Simonoff to Adopt **Resolution 2017-040** Approving the Fiscal Year 2017-18 Operating Budget and Appropriating Funds for the City of Brea Fiscal Year 2017-18 Operating Program; and Adopt **Resolution 2017-041** for the Capital Improvement Program (CIP) Budget for FY 2017-2018 as Presented in the Proposed Seven-Year CIP Document.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Simonoff, Council Member Vargas

Passed

20. Public Hearing to Consider Adoption of 2017-18 Operating Budget for the Brea Community Benefit Financing Authority

Resolution 2017-042 was corrected to include a Brea Community Benefit Financing Authority Resolution Number, **Resolution BCBFA 2017-01**.

Motion was made by Council Member Simonoff, seconded by Council Member Vargas to Adopt **Resolution BCBFA 2017-01** Appropriating Funds for the Brea Community Benefit Financing Authority 2017-18 Operating Budget, As Presented in the 2017-18 Proposed Budget Document.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Simonoff, Council Member Vargas

Passed

21. Public Hearing to Consider Adoption of 2017-18 Operating Budget for the Brea Public Financing Authority

Resolution 2017-043 was corrected to include a Brea Public Financing Authority Resolution Number, **Resolution A-2017-01.**

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Parker to Adopt **Resolution A-2017-01** Appropriating Funds for the Brea Public Financing Authority 2017-18 Operating Budget, As Presented in the 2017-18 Proposed Budget Document.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Simonoff, Council Member Vargas

Passed

22. Public Hearing to Consider Adoption of 2017-18 Operating Budget for the Midbury Assessment Authority Commission

Resolution 2017-044 was corrected to include a Midbury Assessment Authority Commission Resolution Number, **Resolution M-01-2017.**

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Parker to Adopt **Resolution M-01-2017** Appropriating Funds for the Midbury Assessment Authority Commission 2017-18 Operating Budget, As Presented in the 2017-18 Proposed Budget Document.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Simonoff, Council Member Vargas

Passed

23. Public Hearing to Consider the Adoption of the Successor Agency to the Brea Redevelopment Agency 2017-18 Operating Program Budget

Resolution 2017-045 was corrected to include a Successor Agency Resolution Number, **Resolution SA 2017-08.**

Motion was made by Council Member Vargas, seconded by Council Member Simonoff to Adopt **Resolution SA 2017-08** Appropriating Funds for the Successor Agency to the Brea Redevelopment Agency 2017-18 Proposed Operating Program Budget.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Simonoff, Council Member Vargas

Passed

ADMINISTRATIVE ITEMS - This agenda category is for City Council consideration of a wide variety of topics related to the City's operations. Public comments regarding items in this section should be presented during " Matters from the Audience."

24. Update to the City of Brea Long-Term Debt Policy Required for Future Issuance of Bonds and Other Debt Obligations

Finance Manager Squire provided background information on the Long-Term Debt Policy Required for Future Issuance of Bonds and Other Debt Obligations.

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Parker to Adopt **Resolution 2017-046** Approving the City of Brea Local Debt Policy and Taking Related Actions.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Simonoff, Council Member Vargas

Passed

25. Elevator Change Order Options for the Brea Superblock I Parking Structure Project, CIP 7903 City Engineer Kooyman presented a PowerPoint that included the elevator history, plans from the RFP, proposals, elevator glass design, and options.

In response to Council questions, City Engineer Kooyman explained what will happen with the extra space if there is one elevator, discussed the approximate passenger capacity of the elevators, stated that having one elevator will still meet code requirements, clarified that the Birch Street elevator will not be built if Council decided to go with one elevator, discussed safety factors, noted that additional costs are related to the number of days that will be added to the project if there are changes to the existing proposal, agreed that there might be possible savings in other parts of the project to offset the cost of adding glass elevators, clarified that there is nothing in the contract with the vendor that guarantees they get a certain amount of money each day, believed that there is a chance that with option three (3) the amount of the parking structure with other changes will be within the amount already budgeted.

City Attorney Markman suggested that Council do not use "not to exceed" because he believed that contractors will usually charge up to the "not to exceed" amount.

Motion was made by Council Member Simonoff, seconded by Council Member Vargas to Approve Option Three (3), Which Would Provide One Glass Elevator at the Paseo Location and Eliminate the Elevator at Birch Street Location and Directed the City Engineer to Negotiate the Deletion of the Office, Alr Conditioning Unit, and Other Changes to Offset the Additional Cost of the Glass Elevator.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Simonoff, Council Member Vargas

Passed

CONSENT CALENDAR - The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."

CITY COUNCIL - CONSENT

- 26. May 16, 2017 City Council Regular Meeting Minutes The City Council Approved the May 16, 2017 City Council Regular Meeting Minutes.
- 27. Fiscal Year 2017-18 Property Tax Rate to Fund the City Paramedic Program The City Council Approved Resolution 2017-047 to Fund the City Paramedic Program.
- 28. Brea Community Center Landscape Improvements, CIP #7936

The City Council 1) Received Bids, 2) Awarded Contract to Clean Cut Landscape in the Amount of \$184,017.00, and 3) Authorized the Public Works Director or his Designee to Issue Contract Change Orders up to a "Not to Exceed" Amount of Ten Percent (10%) of the Contract Price.

29. Public Storm Drain, Water and Emergency Vehicle Access Easements and Site Maintenance and Restoration Agreement for La Floresta Planning Area 1

The City Council Adopted **Resolution 2017-048** Summarily Vacating An Irrevocable Offer of Dedication of A Public Storm Drain Easement, 2) Accepted the Dedication of Public Storm Drain, Water and Emergency Vehicle Access Easements and Authorized City Clerk to record the easements, and 3) Approved the Site Maintenance and Restoration Agreement and Authorized City Clerk to record the agreement.

30. Laurel Elementary Magnet School/Lagos de Moreno Park Upgrades, Project 7929

Assistant City Manager/Community Services Director Emeterio discussed the parties involved in completing the upgrades, described the new additions made to the park, and elaborated on the recommendations made to Council.

Mayor Hupp and Mayor Pro Tem Parker expressed concern for the amount of money charge for state inspection fees.

The City Council 1) Adopted **Resolution 2017-049** to Appropriate an Additional \$915,000 from the Park Development Fund (Fund 250) for Project Construction, Contingency, and Administration; 2) Received Bids and Awarded Contract to Lucas Builders, Inc. in the Amount of \$1,799,000.00; and 3) Authorized the Public Works Director or his Designee to Issue Contract Change Orders up to a "Not to Exceed" Amount of Ten Percent (10%) of the Contract Price.

31. Fiscal Year 2017-18 Appropriations Limit The City Council Adopted **Resolution 2017-050** Approving the Fiscal Year 2017-18 Appropriations Limit.

32. Professional Services Agreement with CPSI for Right-of-Way Acquisition Services for SR-57 / Lambert Road Interchange Improvements, Project 7251 The City Council Approved a Professional Services Agreement (PSA) with CPSI in the Amount of \$110,500 Plus \$22,100 (20%) Contingency.

33. Amendments to Legal Services Agreements

The City Council Approved Amendment No. 6 to the Amended and Restated Agreement for Professional Legal Services dated July 1, 2004 Between the City of Brea and Richards, Watson & Gershon, Inc. and Amendment No. 3 to the Amended and Restated Agreement for Professional Legal Services dated July 1, 2004 between the Successor Agency to the Brea Redevelopment Agency and Richards, Watson & Gershon, Inc. It is Anticipated that the New Rate Structure Will Result in an Increase of Approximately \$25,000 for the City and Approximately \$2,500 for the Successor Agency Annually.

34. Assignment of Existing Ground Sublease and Execution of Further Sublease Pertaining to Embassy Suites (Assignment by Nesbitt Partners Brea Venture, Ltd., to Brea PropCo LLC and Further Sublease by Brea PropCo LLC to Brea OpCo LLC)

The City Council 1) Approved Consent to Assignment of Ground Sublease (Pertaining to the Assignment of Leasehold Interest by Nesbitt Partners Brea Venture, Ltd. to Brea PropCo LLC, With Respect to the Land Occupied by the Embassy Suites Hotel), 2) Approves Consent to Sublease (Pertaining to a Sublease by Brea PropCo LLC to Brea OpCo LLC of the Embassy Suites Hotel), and 3) Authorizes Each of the Mayor (or in the Mayor's Absence, the Mayor Pro Tem), and the City Manager to Execute, on Behalf and in the Name of the City, the Consent to Assignment of Ground Sublease and the Consent to Sublease, Each Substantially in the form Presented to the City Council and, in Consultation with the City Attorney, Other Documents Relating to Such Assignment and Sublease.

35. Treasurer's Report for the City of Brea for Period Ending April 30, 2017 Received and Filed.

36. April Outgoing Payment Log and May 19 & 26 and June 2, 2017 City Check Registers Received and Filed.

Motion was made by Council Member Vargas, seconded by Council Member Simonoff to Approve Consent Calendar Items 26-36.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Simonoff, Council Member Vargas

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

- 37. Treasurer's Report for the Successor Agency to the Brea Redevelopment Agency for Period Ending April 30, 2017 Received and Filed.
- 38. May 26, 2017 Successor Agency Check Register Received and Filed.

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Parker to Approve City/Successor Agency Consent Calendar Items 37-38.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Simonoff, Council Member Vargas

Passed

ADMINISTRATIVE ANNOUNCEMENTS

- **39. City Manager** City Manager Gallardo recognized staff for their contribution to the completion of the budget.
- 40. City Attorney None.

COUNCIL ANNOUNCEMENTS

Council Member Vargas acknowledged D-Day, June 6, 1944 and thanked all veterans and their families.

ADJOURNMENT

Mayor Hupp adjourned the General Session meeting at 10:05 p.m.

Respectfully submitted,

The foregoing minutes are hereby approved this 20th day of June 2017.

Lillian Harris-Neal, City Clerk

Cecilia Hupp, Mayor

COUNCIL COMMUNICATION

FROM: City Manager

DATE: 06/20/2017

SUBJECT: June 9, 2017 City Council Special Meeting Minutes - Approve.

Minutes

Attachments



BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY SPECIAL MEETING

MINUTES June 9, 2017

GENERAL SESSION SPECIAL MEETING 8:00 a.m. - Executive Conference Room Level Three

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Hupp called the General Session Special Meeting to order at 8:00 a.m., all members were present.

Present: Hupp, Parker, Marick, Simonoff, Vargas

1. Matters From the Audience None.

DISCUSSION ITEMS

2. Reconsider the Elevator Option for the Brea Superblock I Parking Structure Project, CIP 7903 City Engineer Kooyman provided Council's direction from the June 6, 2017 City Council meeting and presented a PowerPoint that displayed four (4) options, stating that Council approved Option 3 (modify elevator 1 to glass and delete elevator 2) and noted that he added Option 4 (continue to construct the approved elevator shaft and cab design within the permitted building plans.

Mayor Hupp stated that Council has received correspondence from some of the Brea downtown owners expressing their desire to keep the original plan with two (2) elevators. She stated that one of the Brea downtown owners expressed concern about the amount of money the contractor was charging for the glass elevators.

Council Member Marick expressed support for Option 4 and stated that she voted for Option 3 to find compromise for safety and aesthetic.

Council Member Vargas believed that the contractor was charging too much for the proposed elevator changes.

Mayor Pro Tem Parker expressed support for Option 4.

Motion was made by Council Member Marick, seconded by Council Member Vargas to Approve Option 4 Which Continues to Construct the Approved Elevator Shaft and Cab Design Within the Permitted Building Plans Instead of Option 3 (Modify Elevator 1 to Glass and Delete Elevator 2).

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Simonoff, Council Member Vargas

ADJOURNMENT

Mayor Hupp adjourned the Special General Session Meeting at 8:04 a.m.

Respectfully submitted,

The foregoing minutes are hereby approved this 20th day of June, 2017.

Lillian Harris-Neal, City Clerk

Cecilia Hupp, Mayor

COUNCIL COMMUNICATION

FROM: City Manager

DATE: 06/20/2017

SUBJECT: April 12, 2017 Cultural Arts Commission Meeting Minutes - Receive and File.

Attachments

04-12-2017 CAC Meeting Minutes

CULTURAL ARTS COMMISSION Minutes of Regular Meeting of April 12, 2017

The Regular Meeting of the Cultural Arts Commission was called to order by Chair Donini at 5:34 p.m.

ROLL CALL

Chair, Tom Donini; Vice Chair, Yuka Ogino; and Commissioners, Rob Grosse, Judy Randlett and Ben Schultz.

STAFF PRESENT

Carrie Hernandez, Community Services Manager; Tiina Mittler, Theatre Manager; Christina Mercer, Gallery Director; and Amber Ahlo, Senior Management Analyst.

PLEDGE OF ALLEGIANCE Commissioner Grosse

INVOCATION

Vice Chair Ogino

APPROVAL OF MINUTES

Minutes of the Regular Meeting of February 8, 2017, were approved as submitted.

INFORMATIONAL/PROJECT UPDATES

Ms. Hernandez introduced Ms. Ahlo who was present to take minutes on behalf of Lenore Sommers, who was on vacation.

Ms. Hernandez also asked the Commission to save the date of May 24, 2017, from 6 to 8 p.m. for another Brea Envisions Workshop to further refine the draft initiatives discussed at the last Envisions Workshop. The meeting will be held in Community Rooms A and B, on level 2 of the Civic & Cultural Center. Ms. Hernandez will forward information to the Commission.

MATTERS FROM THE AUDIENCE

None

DISCUSSION

The Birth of Motion Pictures

Ms. Mercer announced that this successful exhibition will be closing Friday, April 14. She recapped the event stating that the attendance was significantly higher than usual, and more than 100 catalogs were sold. She also reported that the exhibition drew several special guests ranging from Paramount Studio executives to groups from Hollywood. Ms. Mercer also reported that Dwight Manley, owner of the collection, is happy to share his collection and is currently seeking a location for the next exhibition of his collection, which could include Palm Springs and maybe even France. Chair Donini inquired about the well written, descriptive text for each of the exhibition pieces and was advised the original text was written by a film expert, then partially

rewritten by staff. Chair Donini also inquired about Council, encouraging their acknowledgment of the exhibition, stating how unique and special it was. Commissioner Randlett echoed Chair Donini, adding that the exhibition was particularly special since it started in Brea. Ms. Mercer was congratulated by the entire Commission—she thanked them and recognized Gallery staff. Additionally, Commissioners all commented on how tremendous the Gallery looks since the remodel.

<u>Mongorama</u>

Ms. Mittler reported that this nine-member Latin jazz super group performed at the Curtis Theatre on Saturday, February 11, which proved to be a very successful event having sold out at full price, even turning some people away. She shared that the artists do not tour often, as all members are part of other bands, however, they were described as a fine collection of musicians. The show was paired with a reception, and KJazz (88.1 FM) "picked up" the event with the advertising arranged with KJazz described as fruitful. Including residents, guests came from San Dimas, Los Angeles, and other parts of Orange County. Another Latin super group – Cuba LA – is planned for June and will also be promoted by KJazz who is having a pledge drive. Having attended the event, Chair Donini shared that some people danced at the event. As discussed, the success of the event might be attributed to the loss of local jazz attractions previously hosted in Downtown Brea (the Jazz Festival) and Steamers Jazz Café in downtown Fullerton. Ms. Mittler shared that considering the success, this type of music and performance will have a place or two in next year's season as well. Mr. Shultz added that one-day music events are popular.

A Funny Thing Happened on the Way to the Forum

Reporting that this production just closed, and although tickets were slow to sell at first, 1,043 tickets sold. This is attributed to being an older show without a revival in a long while. With 35 percent Brea residents, the production also drew people from 89 other southern California cities. The economic benefit of having these productions is that 90 percent of the people surveyed ate or shopped in Brea prior to the show. 40 percent of tickets were "day of" purchases. Additionally, Ms. Mittler spoke to the local collaboration of 18 volunteer cast members, another 18 volunteer set designers, not to mention all supplies purchased locally (mainly at the Brea Home Depot). Ms. Mittler also spoke to how social media had a huge impact on shows. She added that social media is the new public relations that staff has really embraced. Chair Donini requested a brief social media training for the Commission so they can help spread the word of future productions, which Ms. Hernandez agreed to add to a future Commission agenda. Commissioner Schultz expressed his desire to present more cultural art program successes like this, as well as the Gallery's recent exhibition success, to Council to help maintain their support. Chair Donini added that in addition to Facebook and Instagram, he would like to see more social media postings on Nextdoor and Brea Buzz.

Centennial Update

Ms. Hernandez reviewed the schedule of Centennial events enclosed in the Commissioners' packets. She shared that the planning of the upcoming Centennial Parade and Picnic on Saturday, May 20, is going well and that the Parade has 76 entries to date with the USC band participation likely but not confirmed. She also reported that the Parade Grand Marshals have been confirmed, including Randy Jones, Charlie Hough and Andrea Barber. Ms. Ahlo reported on the activities at the Centennial Picnic including live entertainment, baseball games, a car show, food booths (subsidized by many Brea churches), and more. Lastly, Ms. Hernandez advised the Commission

that volunteers were needed for the Centennial Parade and Picnic, and said to let her know if available.

INFORMATION MEMORANDUM

Ms. Hernandez briefly reviewed the activities and participation numbers included in the Information Memorandum.

REPORTS

Theatre Subcommittee

Vice Chair Ogino reported that the Theatre Subcommittee met recently and discussed the upcoming season (2017/18) selections and how to get more people engaged. The season is being developed and will, hopefully, be finalized in May.

Gallery Subcommittee

Commissioner Grosse shared that he learned there are four shows per year, and the subcommittee recently discussed exploring Gallery grants and scholarships. He also spoke about the educational and rental opportunities at the Gallery, wishing to spread the offerings to the greater community. Like Commissioner Shultz shared earlier in the meeting, Commissioner Grosse mentioned promoting the Gallery/arts to Council, comparing the Commission's role to ambassadors. He also mentioned how easy it is to share (promote) on social media. Commissioner Schultz talked about the phenomenal and noticeable growth in cultural arts, and recommended more engagement with service groups in the community.

Ms. Hernandez offered to rotate a Council meeting schedule at the next Commission meeting so Commissioners could sign-up to speak during Matters from the Audience, promoting cultural arts programs within the City. Commissioner. Mr. Grosse offered to speak at the second Council meeting in May.

Site Awareness

Ms. Hernandez shared that staff is close, and that another staff meeting to discuss this topic is scheduled for April 18. Staff has already started using the logo on some cultural arts materials.

Art in Public Places Advisory Committee

Commissioner Randlett shared that the Blackstone art installation project is close to completion; that staff is continuing to work with the Brea Mall on the reinstallation of *La Lune*; and that the installation of *Spheres* on Lambert and Puente is in progress.

Country Fair

Commissioner Randlett advised that the Country Fair Steering Committee decided to reduce the event duration by one-hour to end at 3 p.m. instead of 4 p.m. She also reported that commitment for the collectible car show was established; that the Olinda Oil Museum Trolley tours will be conducted; and that entertainment will include the popular Darden Sisters. She stated that although the Steering Committee is lacking in sponsors, the event is coming along. The next meeting is scheduled for April 27.

<u>Staff</u>

Ms. Hernandez talked about Love Brea on Saturday, April 29, which starts with a rally at the Civic & Cultural Center at 8 a.m. A thank you lunch is being provided by La Floresta (Whole Foods and Jimmy's Famous American Tavern) near the *Oasis* art piece. For more detailed information, Ms. Hernandez referred Commissioners to the web site, lovebrea.org.

ADJOURNMENT

With no further business, the meeting was adjourned at 6:40 p.m.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/20/2017

SUBJECT: Plans and Specifications for Randolph Avenue Sewer Replacement Project 7621 (Phase 7 of Master Sewer Plan Upgrades)

RECOMMENDATION

Approve Plans and Specifications and authorize City Clerk to advertise and receive bids.

BACKGROUND/DISCUSSION

On June 1, 2004, the City Council adopted the Sewer Master Plan Update ("Master Plan") which identified deficiencies in the City's sewer system. These deficiencies were listed by priority, and as a result, the highest priorities have been included in past and current Capital Improvement Programs (CIP). Phases 1 to 6 installed approximately 10,200 linear feet of new sewer mains in various locations in the City. Additionally, on May 16, 2017, the City Council adopted Resolution 2017-032 approving the City's Sewer System Management Plan, which included a list of priority sewer capacity improvements. The Randolph Avenue Sewer Replacement Project, CIP 7621 ("Project") will be the seventh phase of priority sewer improvements that are required to mitigate the current capacity deficiencies in the Rolling Hills drainage area per the Master Plan.

This Project will replace approximately 1,500 linear feet of undersized sewer mains on Randolph Avenue from approximately 200-feet north of Imperial Hwy, through the Randolph Creek section, and connect to the sewer main on State College Boulevard at Craig Regional Park entrance. Refer to Exhibit "A" for the Project location.

Originally, the sewer line on State College Boulevard at Lambert Road was part of the Phase 7 Sewer Upgrade. However, after further evaluation, it was determined that this segment of sewer line did not require upgrading at this time. Therefore, it was deleted from the Project scope. Plans and Specifications are available for public viewing in the Engineering Division. To view the plans and specifications online you may click the links below:

Plans: <u>http://ca-brea.civicplus.com/DocumentCenter/View/4432</u>

Specifications: <u>http://ca-brea.civicplus.com/DocumentCenter/View/4433</u>

If approved, the bids would be received in August 2017 with award tentatively scheduled for September 2017. Staff is anticipating that construction would commence in October 2017, and take approximately five months to complete.

FISCAL IMPACT/SUMMARY

The total amount budgeted in the CIP for the Project is \$1,220,000 with funding coming from Fund 430 (Sewer). After bids are received, a detailed budget summary will be prepared in conjunction with a recommendation to award a contract. There is no General Fund impact.

This Project is included in the City's Sewer Master Plan and Sewer System Management Plan, which will replace approximately 1,500 linear feet of existing sewer main.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager Prepared by: Hsing Chao, Associate Engineer Concurrence: Steve Kooyman, P.E., City Engineer

<u>Attachments</u>

Exhibit "A" - Project Location

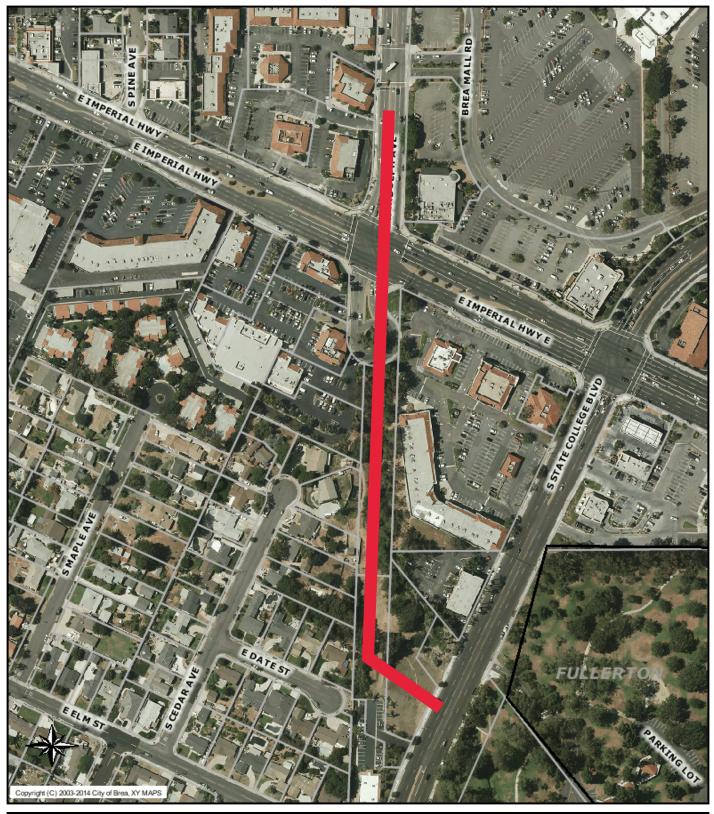




Exhibit "A"

Project Location



City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/20/2017

SUBJECT: Contract with American Integrated Services, Inc. for the Tracks at Brea Segment 4, Project 7873, in the amount of \$3,496,432.75.

RECOMMENDATION

- 1. Receive bids;
- 2. Award Contract to the Lowest Responsive Bidder American Integrated Services, Inc. in the amount of \$3,496,432.75; and
- 3. Authorize the Public Works Director or his designee to issue Contract Change Orders up to a "not to exceed" amount of 15% of the Contract price.

BACKGROUND/DISCUSSION

The Tracks at Brea project has six (6) segments that will convert abandoned railroad rights of way, Orange County Flood Control (OCFC) flood control channels, and City property into a safe and convenient recreation corridor for pedestrians and bicyclists. The Tracks at Brea Project starts from Arovista Park and ends at Valencia Avenue and Nasa Street. The following is a summary and status of all segments:

- <u>Segment 1</u> starts at Arovista Park and ends along the OCFC flood channel west of the Downtown. This segment is complete and open to the public.
- <u>Segment 2</u> continues the trail from Segment 1 along the railroad right of way and ends at Brea Blvd. This segment is under construction and is anticipated to be completed by the Fall of 2017.
- <u>Segment 3</u> starts at Brea Blvd. and ends at State College Blvd. This segment is open to the public. A restroom and other amenities to this segment are under construction and anticipated to be completed by the Fall of 2017.
- <u>Segment 4</u> starts at State College Blvd. and ends at Birch Street and is the subject of this staff report.
- <u>Segment 5</u> starts at Birch Street and ends at Kraemer Blvd. (through Birch Hills Golf Course). This segment is complete and is open to the public.
- <u>Segment 6</u> starts at Kraemer Blvd. and ends at Nasa Street. This segment is under construction and is anticipated to be completed by late summer of 2017.

All segments are expected to be opened to the public by early to middle of 2018. Segment 4 of The Tracks at Brea, Project 7873 ("Project") begins at State College Boulevard and ends at Birch Street. This segment is 8.37-acres and almost 3/4 of a mile in length. The proposed construction for Segment 4 includes an asphalt bike path and a decomposed granite (DG) pedestrian trail, trail entrances at State College Boulevard and Birch Street, a butterfly garden, benches with decorative trellis, drinking fountain, bike fix-it station, bike rack, landscape and irrigation adjacent to the trails, and bio-swales for water quality purposes. Furthermore, a portion of the Project goes

under the 57-Freeway. This portion of the trail will be improved with bollard lighting to assist with nighttime safety concerns. On March 21, 2017, the City Council approved the plans and specifications, and authorized the City Clerk to advertise and receive bids for the Project.

BID RESULTS

On May 25, 2017, nine bids were received with the following results:

Bidders	Bid Amount
1. American Integrated Services, Inc.	\$3,499,191.45
2. AMPCO Contracting	\$3,562,290.43
3. Environmental Construction, Inc.	\$3,633,697.41
4. Horizons Construction	\$3,664,304.61
5. Los Angeles Engineering, Inc.	\$3,681,844.00
6. Griffith Company	\$3,763,928.00
7. Sully-Miller Contracting	\$3,930,375.80
8. Aramexx Construction	\$4,263,852.76
9. Access Pacific	\$4,717,922.00

*Engineer's Cost Estimate is \$3,550,000.00 There was a math error in the lowest bid proposal by American Integrated Services, Inc. ("AIS") in the amount of \$2,758.70. The corrected bid amount is \$3,496,432.75. AIS is still the lowest responsive bidder and has agreed to the corrected amount. See Attachment "A" for Proposal by AIS. AIS has a valid contractor's license and has been in business for 19 years. AIS has successfully completed similar projects for the City of Los Angeles and the Los Angeles Department of Water and Power. Additionally, AIS successfully completed the soil remediation portion of the Tracks at Brea Segment 3 trail. If awarded, construction could begin in September 2017 and would take approximately seven and one half months to complete, or by April 2018. The grants require that the Contract be awarded by June 30, 2017. Therefore, Staff recommends City Council consider awarding the Contract to AIS prior to this date.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their meeting on June 13, 2017 and recommended to proceed.

FISCAL IMPACT/SUMMARY

A number of state and federal grants have been received for the construction of this segment of The Tracks at Brea. Specifically, funding from Environmental Protection Agency (\$409,000), Active Transportation Program (\$2,484,000), Bicycle Corridor Improvement (\$229,317), Recreational Trails Program (\$1,287,000), and Clean Transportation (\$284,000) grants totaling \$4,693,317 are available for construction of this Project. No impact to the General Fund is anticipated.

Construction Expenditures	Amount
Contract Amount	\$3,496,432.75
Contingency (15%)	\$524,464.91
Subtotal	\$4,020,897.66
Construction Engineering (15%)	\$603,134.65
Total Construction Cost	\$4,624,032.31
Construction Budget	\$4,693,317.00
Remaining Project Funding Balance	\$69,284.69

The Project will continue The Tracks at Brea trail system with a 0.7 mile decomposed granite pedestrian path, a separate striped asphalt bicycle trail, and trail amenities. This is the last segment of the current Tracks at Brea trail system. Therefore, staff is recommending the City Council receive bids, award Contract to the lowest responsible bidder, AIS, in the amount of \$3,496,432.75, and authorize Public Works Director to issue Change Orders up to a "not to exceed" amount of 15% of the Contract amount.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager Prepared by: Raymond Contreras, Assistant Engineer Concurrence: Steve Kooyman, P.E., City Engineer; Tony Olmos, P.E., Public Works Director

Proposal

Attachments

Bidder: American Integrated Services, Inc.

SECTION C

PROPOSAL

for the The Tracks at Brea, Segment 4 From State College Boulevard to Birch Street CIP PROJECT No. 7873 FEDERAL PROJECT No. ATPCML-5237(035)

in the:

CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefore, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **150** working days, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of ninety (90) days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

C - 1

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find <u>Bid bond</u> in the amount of <u>10%</u> which said amount is not less than ten (10%) percent of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Addenda No.	Date Received	Bidder's Signature
1	05/11/17	D. C. C.
2	05/22/17	Alla

Bidder shall signify receipt of all Addenda here, if any:

Revised - Project Bid Schedule The Tracks at Brea, Segment 4 From State College Boulevard to Birch Street CIP PROJECT No. 7873 FEDERAL PROJECT No. ATPCML-5237(035)

Bidder's Name: American Integrated Services, Inc.

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization & Demobilization (5% Max)	1	LS		\$ 166,000.00
2	Traffic Control	4	LS		\$ 10,000.00
3	Temporary Construction Fencing	466	LF	\$ 10.75	\$ 5,009.50
4	Unclassified Excavation of Existing Soil and Ballast Material per Removal Action Work Plan	20,679	TN	\$ 12.50	\$ 258,487.50
5	Export of Existing Non-RCRA Hazardous Contaminated Soil and Ballast Material per Removal Action Work Plan	2,068	TN	\$ 58.00 \$ 119,944.00	
6	6" VCP Sewer Pipe	215	LF	\$ 270.00	\$ 58,050.00
7	Export of Existing Non-hazardous Contaminated Soil and Ballast Material per Removal Action Work Plan	18,611	TN	\$ 53.00	\$ 986,383.00
8	Unclassified Cut	2,345	CY	\$ 7.55	\$ 17,700.00
9	Unclassified Fill	3,571	CY	\$ 16.80	\$ 60,000.00
10	Import Select Material per Geotechnical Report and Removal Action Work Plan	15,012	СҮ	\$ 8.00	\$ 120,096.00
11	1" Domestic Water Line	246	LF	\$ 7.90	\$ 1,698.50
12	6" PVC Pipe	64	LF	\$ 234.00	\$ 14,976.00
13	18" RCP Pipe	6	LF	\$ 6,625.00	\$ 39,750.00
14	24" RCP Pipe	27	LF	\$ 475.00	\$ 12,825.00
15	42" RCP Pipe	15	LF	\$ 500.00	\$ 7,500.00
16	54" RCP Pipe	24	LF	\$ 625.00	\$ 15,000.00

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Federal Project. No. ATPCML-5237(035)

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
17	Junction Structure	2	EA	\$ 15,150.00	\$ 30,300.00
18	Concrete Collar	3	EA	\$ 3,700.00	\$ 11,100.00
19	24" CMP Pipe	116	LF	\$ 215.00	\$ 24,940.00
20	12" CMP Riser & Storm Drain Connection	49	LF	\$ 395.00	\$ 19,355.00
21	Miscellaneous Public R/W Removals	1	LS		\$ 2,400.00
22	Remove and Dispose of Existing AC/PCC Pavement	1	LS		\$ 3,600.00
23	Remove and Dispose of Existing PCC Curb/Curb and Gutter	1	LS		\$ 3,600.00
24	Construct Residential Drive Approach	2	EA	\$ 4,000.00	\$ 8,000.00
25	Relocate Underground Utilities	1	EA	\$ 5,000.00	\$ 5,000.00
26	2" Domestic Water Service Connection and meter	1	EA	\$ 5,500.00	\$ 11,000.00
27	Electrical / Lighting System	1	LS		\$ 54,000.00
28	Temporary Erosion Control	1	LS		\$ 39,000.00
29	Prepare and Implement SWPPP	1	LS		\$ 10,000.00
30	Decorative Pavers (8cm vehicular)	4,625	SF	\$ 35.00	\$ 159,180.00
31	Overhead Steel Trellis Structure	2	EA	\$ 20,750.00	\$ 41,500.00
32	Trellis Stone Bases	4	EA	\$ 2,500.00	\$ 10,000.00
33	Concrete Curb at Trail Edge	9,870	LF	\$ 14.60	\$ 144,102.00
34	Crushed Miscellaneous Base (Asphalt Concrete Trail)	664	СҮ	\$ 45.00	\$ 29,880.00
35	Asphalt Concrete Pavement, Trail	400	TN	\$ 122.50	\$ 49,000.00
36	Nex-Pave Organic Lock Decomposed Granite Trail	32,140	SF	\$ 5.75	\$ 184,805.00
37	Crushed Miscellaneous Base (Under Nex-Pave Trail)	596	CY	\$ 49.50	\$ 29,500.00
38	Pavement Marking and Striping	1	LS		\$ 3,000.00
39	Regulatory Signage	1	LS		\$ 2,400.00

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE			TOTAL
40	Removable Bollard with Base	13	EA	\$	\$ 1,210.00		15,730.00
41	4" Deep Stabilized Decomposed Granite Material	49	TN	\$	205.00	\$	10,045.00
42	Decorative Pavers at Seating Areas	396	SF	\$	27.50	\$	10,890.00
43	6" Wide Concrete Curbs at Seating Areas	412	LF	\$	36.00	\$	14,832.00
44	1' wide Concrete Banding at Seating Area Decorative Pavers	141	LF	\$	71.00	\$	10,011.00
45	2' wide Concrete Banding at Vehicular Access Decorative Pavers	633	LF	\$	37.75	\$	25,028.25
46	Irrigation System	I	LS			\$	305,000.00
47	Soil Preparation and Amendment (Bioswale)	13,486	SF	\$	0.95	\$	12,811.70
48	36" Box Trees	63	EA	\$	793.65	\$	50,000.00
49	24" Box Trees	53	EA	\$	302.00	\$	16,006.00
50	1 Gallon Shrubs	919	EA	\$	8.00	\$	7,352.00
51	5 Gallon Shrubs	212	EA	\$	25.00	\$	5,300.00
52	Butterfly Garden	1	LS	in the line		\$	2,000.00
53	2" Thick Mulch	1,054	CY	\$	42.70	\$	45,005.80
54	90 Day Plant Establishment and Maintenance Period	1	LS			\$	16,000.00
55	Implement WQMP Measures	1	LS			\$	18,300.00
56	Weed Abatement	198,688	SF	\$	0.05	\$	9,000.00
57	Mortared Decorative / Arizona Cobble	4,798	SF	\$	10.40	\$	49,899.20
58	2' Decorative Boulders	17	EA	\$	265.00	\$	4,505.00
59	3' Decorative Boulders	49	EA	\$	205.00	\$	10.045.00
60	4' Decorative Boulders	39	EA	\$	641.00	\$	24,999.00
61	Benches	6	EA	\$	2,100.00	\$	12,600.00
62	Trash Receptacle	2	EA	\$	1,100.00	\$	2,200.00
63	Recycle Receptacle	2	EA	\$	1,175.00	\$	2,350.00

Federal Project. No. ATPCML-5237(035)

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE TOTAL		TOTAL
64	Doggie Waste Stations	3	EA	\$ 1,000.00	\$	3,000.00
65	Install Custom Bike Racks	1	EA	\$ 300.00	\$	300.00
66	Bike Fix-It Station	1	EA	\$ 1,900.00	\$	1,900.00
67	Drinking Fountain	1	EA	\$ 5,000.00	\$	5,000.00
68	Potholing Contingency	1	LS		\$	20,000
69	Construction Surveying	1	LS		\$	20,000.00

Total Bid Amount in Figures: \$	3,499,191.45
Total Bid Amount in Words:	Three Million, Four Hundred Ninety-Nine Thousand, One Hundred Ninety-
	One Dollars and 45/100.

1. Bidder declares that he or she has read and understands Item No. 12 of Instruction to Bidder. Bidder's Initials:

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and Department of Industrial Relations (DIR) registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

Bid Item (s) Number	% Portion of	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
33, 34, 35, 38	<i>Work</i> 7%	Regan Paving 216 N Smith Ave, Corona, CA 92880 tnavarro@reganpaving.com	538134	A	1000002950
46-54, 11, 36, 37, 41,57-60	21%	Marina Landscape, Inc. 1900 S Lewis St, Anaheim, CA 92805 JGutierrez@marinaco.com	492862	A, B, C27, C36, D49	100000079
30, 32, 42, 43, 44, 46, 24	6%	Beeson Masonry & Concrete, Inc. P O Box 363, Lake Hughes, CA 93532 beesonmasonry@msn.com	885856	B, C8, C29	1000021893
5, 7 - trans only	14%	Star Resources Corp PO Box 92589, Long Beach, CA 90809-2 cpelayo@starresourcescorp.com	89 N/A		1000003658
6, 13-20, 25, 26 90670	7.6%	Valverde Construction, Inc. 10936 Shoemaker Ave, Santa Fe SPrings,	CA 276469	A, B, C10, C16, C36	1000002110
27	1.5%	Preciado Electric 7705 Bowen Drive, Whittier, CA hernan@preciadoelectric.com	906951	A, C10, C6	1000026829

By submission of this proposal, the Bidder certifies:

- 1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
- 2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

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NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California

ss. County of Orange

P. David Herrera , being first duly sworn, deposes and says that he or she is President President of <u>American Integrated Services</u>, Inc.the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

American Integrated Services, Inc. Name of Bidder Signature of Bidder P. David Herrera, President 1502 E Opp Street Wilmington, CA 90744 Address of Bidder

Subscribed and sworn to before me this $\underline{24th}$ day of \underline{May} , 2017	YAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
,	LISA A. HUIZENGA
U	Commission # 2056387
	Notary Public - California
1 D D And	Los Angeles County
Yes a land in the	Comm. Expires Feb 27, 2018
NOTARY PUBLIC X MA A Self May	
	NOTARY SEAL
	NOTARI SLAL

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise pertitled.

Signed	
Title _	P. David Herrera, President
Firm _	American Integrated Services, Inc.
Date _	05/24/2017

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as **The Tracks at Brea**, **Segment 4 from State College Boulevard to Birch Street CIP PROJECT No. 7873 FEDERAL PROJECT No. ATPCML-5237(035)** (I) (we) (it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: A person who; by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

American	Integrated Services, Inc.
Contractor	001
By)/

P. David Herrera, President Title

Date: 05/24/2017

Tracks at Brea, Segment 4, CIP No. 7873

C - 10

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes	🖾 No
-----	------

If the answer is yes, explain the circumstances in the space provided.

N/A

Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake selfinsurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

American Integrated Services, Inc.

Contractor By

P. David Herrera, President Title

Date: 05/24/2017

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

1502 E Opp Street		
Business Address		
Wilmington, CA 90744		
City,	State	Zip
(310') 522-1168		
Telephone Number		
jgeorgagi@americanintegrated.com		
Email Address		
757133 - A, B, C10, C21, C22, C42	, C57, ASB, HAZ	
State Contractor's License No. and C	lass	
100003411		
100003411 DIR Registration Number		
DIR Registration Number	ense Issued	
DIR Registration Number 12/14/1998	ense Issued	

The following are persons, firms, and corporations having a principal interest in this proposals

The work site was

American Integrated Services, Inc. P. David Herrera - Pres/Sec/Treas		d
	—	
Tracks at Brea, Segment 4, CIP No. 7873	C - 13	Federal Project. No. ATPCML-5237(035)

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

	Com	merican Integrated Services, Inc.	1
		. David Herrera, President ed or Typed Signature	
	Cribed and sworn to be	fore me this <u>24</u> day of <u>May</u> , 20	LISA A. HUIZENGA Commission # 2056387 Notary Public - California Los Angeles County My Comm. Expires Feb 27, 2018
		s, address and telephone numbers for three formed similar work within the past two (ee (3) public agencies
1.	Name and Address of	c Center Circle, Brea, CA 92821 Public Agency No. of Project Manager of Public Agency:	Raul Lising (714) 671-4450
	\$2,713,740.36 Contract Amount	Excavation, transportation, disposal Type of Work	
2.	Los Angeles Dept o Name and Address of	f Water & Power - 111 N Hope Street, Los Public Agency	s Angeles, CA
		No. of Project Manager of Public Agency:	
	\$545,344.81 Contract Amount	Excavation, transportation, disposal Type of Work	2015 Date Completed
3.	Name and Address of		
	Southand Telephone Southand Telephone Southand Telephone Southand	No. of Project Manager of Public Agency: Soil remediation, grading, site improver Type of Work	
Track	s at Brea, Segment 4, CI	P No. 7873 C - 14 Federal Proje	ct. No. ATPCML-5237(035)

BOARD RESOLUTION TO EXECUTE CONTRACTS

I, P. David Herrera, Secretary of American Integrated Services, Inc., a corporation organized and existing under the laws of the State of California, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on January 23, 2017, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED that P. David Herrera, President of American Integrated Services, Inc., is empowered and authorized to act on behalf of American Integrated Services, Inc. to execute deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 23 day of 1amany, 2017.

P. David Herrera Corporate Secretary American Integrated Services, Inc.

NOTICE OF AFFIRMATIVE ACTION

"NOTICE"

By submitting a proposal on any job or entering into any contractual agreement with the City of Brea, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex age or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 24th day of May , 2017 , at Wilmington, CA.

Authorized Signature

P. David Herrera, President Position

American Integrated Services, Inc. Company

C - 15

DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same person(s), through joint ownership or otherwise.

ACKNOWLEDGED this 24th day of May, 2017

at Wilmington, CA

uthorized Signature

P. David Herrera, President Position

<u>American Integrated Services</u>, Inc. Company

C - 16

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder <u>American Integrated Services, Inc.</u>, proposed Subcontractor <u>,</u>, hereby certifies that he has <u>X</u>, has not <u>,</u>, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he had filed with the Join Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR ;60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

ACKNOWLEDGED this24th	day of	May	,
Contractors Signature P. David Herrera, President			
American Integrated Services, Inc.			
Contractors Name	= :		

1502 E Opp Street Address

<u>Wilmington, CA</u> 90744 City

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

ACKNOWLEDGED this	24th	day of	May	, 2017 .
610181				
Contractor's Signature				

P. David Herrera American Integrated Services, Inc. Contractor's Name

<u>1502 E Opp Street</u> Address <u>Wilmington, CA 90744</u> City

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ACKNOWLEDGED this24th	day of	May	, 2017
Contractor's Signature			
P. David Herrera, President			
American Integrated Services, Inc.			
Contractor's Name	8		
1502 E Opp Street			
Address			

Wilmington, CA 90744 City

N/A - NOT APPLICABLE

DISCLOSURE OF LOB COMPLETE THIS FORM TO DISCLOSE LOBBYI	
1. Type of Federal Action: 2. Status Action:	of Federal 3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee	rd b. material change For Material Change Only: year quarter
 f. loan insurance 4. Name and Address of Reporting Entity Prime Subawardee Tier, if known 	date of last report 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known 6. Federal Department/Agency:	Congressional District, if known 7. Federal Program Name/Description:
8. Federal Action Number, if known:	CFDA Number, if applicable 9. Award Amount, if known:
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	 b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
(attach Continuation S	heet(s) if necessary)
 11. Amount of Payment (check all that apply) \$ actual planned 12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature value 	 13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify
14. Brief Description of Services Performed or to be per officer(s), employee(s), or member(s) contacted, for	formed and Date(s) of Service, including
(attach Continuation	n Sheet(s) if necessary) No
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: Date: Authorized for Local Reproduction

Tracks at Brea, Segment 4, CIP No. 7873

Federal Project. No. ATPCML-5237(035)

NO	TE: PLEASE REFER TO INS	TRUCTIONS ON	THE REVERSE SIDE OF	THIS FORM
LOCAL AGENCY	City of Brea		LOCATION Brea, CA	
PROJECT DESC	RIPTION The Tracks at Brea - Segmen	nt 4		
TOTAL CONTRA	ACT AMOUNT: <u>\$</u> 3,499,191.45			
BID DATE:	05/25/2017			
BIDDER'S NAMI	E: American Integrated Services I	nc.		<u>k</u>
CONTRACT DB	E GOAL:10%			
CONTRACT ITEM NO	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DB (Must be certified on the date bid are opened - include DBE addres and phone number)	
6, 13-20, 25, 26	RCP, CMP Piping, relocate under ground utility, water connection	29513 05/27/2017	Valverde COnstruction 10918 Shoemaker Ave Santa Fe Springs, CA 562-906-1826	\$ 282,150
5.7 How	Transportation	7126	Star Resources Corp	525,250
Dali	· · · · · · · · · · · · · · · · · · ·	05/16/2018	PO Box 92589	
			Long Beach, CA 310-952-1148	
pp1				
	Agency to Complete:		Total Claimed DBE Participation	\$807,400
Federal-aid Proje	ct Number:			23.1 %
Federal Share: §				
Contract Award D	Date:		0000	
Local Agency cer	tifies that all DBE certifications have been nplete and accurate,		Signature of Biddlet 05/24/2017 Date (4	310-522-1168 Area Code) Tel. No.
Print Name Local Agency Rep	Signature	Date	- Nathan Stanley Person to Contact (1	Please Type or Print)
(Area Code) Telej	phone Number:		Local Agency Bidder DBE Comm (Rev 6/	

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
 (2) Copy - Include in award package to Caltrans District Local Assistance
 (3) Original - Local agency files



COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS

Members of the Board

Hilda L. Solis Mark Ridley-Thomas Shella Kuehi Don Knabe Michael D, Antonovich

"To Enrich Lives Through Effective and Caring Service"

May 27, 2015

Director

CBE Program ID #: 29513 Status: DBE

Mr. Joe A. Valverde, President Valverde Construction, Inc. 10918 Shoemaker Avenue Santa Fe Springs, CA 90670

Dear Mr. Valverde:

Congratulations! Your firm has been accepted for participation in the County of Los Angeles Community Business Enterprise (CBE) Program as a Disadvantaged Business Enterprise (DBE).

Although the County does not certify DBEs, as a DBE participant the CBE program recognizes your business for participation in certain federal programs. You will also be included in the County's database of Minority, and/or Women, Disadvantaged, and Disabled Veteran Business Enterprises. This will ensure you are notified of opportunities for participation in these federal programs.

Your participation is valid thru May 27, 2017. If there are any changes in ownership and control of your firm during this participation period, please notify the Small Business Assistance office immediately. In addition, you must submit proof of recertification by authorized governmental certifying agency prior to expiration date to maintain your participation status.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at <u>http://camisvr.co.la.ca.us/webven</u>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your DBE participation in the County's CBE program. If you have any questions, please call the Small Business Assistance office at (877) 669-CBES (2237) and refer to the identification number above.

Sincerely,

BRIAN J. STIGER Director

DEBBIE CABREIRA-JOHNSON Chief, Small Business

BJS:DCJ/ct

Consumer Services 500 W. Temple Street, Room B-96 • Los Angeles, CA 90012-2706 Telephone (800) 593-8222 • (213) 974-1452 Fax (213) 687-1137 • Website: <u>dca.lecounty.gov</u> Small Business Assistance 1100 North Eastern Ave, Los Angeles, CA 90083 Telephone (323) 881-3964 Fax (323) 4158521 • Website: <u>osb.lacounty.gov</u>

Search Returned 1 Records

Query Criteria Firm/DBA Name: valverde Firm Type: DBE Firm ID 1045 Firm/DBA Name VALVERDE CONSTRUCTION, INC Address Line1 10918 SHOEMAKER AVE Address Line2 SANTA FE SPRINGS City State CA Zip Code1 90670 Zip Code2 Mailing Address Line1 PO BOX 3223 Mailing Address Line2 Mailing City SANTA FE SPRINGS **Mailing State** CA Mailing Zip Code1 90670 Mailing Zip Code2 **Certification Type** DBE EMail joev@valverdeconst.com **Contact Name** JOE A. VALVERDE Area Code (562) Phone Number 906-1826 Extension Alt Area Code () **Alt Phone Number** Extension **Fax Area Code** (562) **Fax Phone Number** 906-1918 DEPARTMENT OF TRANSPORTATION Agency Name Counties 00; Districts 00; **DBE NAICS** 237110; ACDBE NAICS C7160 ASBESTOS-CEMENT SEWER PIPE; C1901 ROADWAY EXCAVATION; C1940 DITCHES Work Codes EXCAVATION; C1920 STRUCTURE EXCAVATION; C1601 CLEARING & GRUBBING; C9980 DEMOLITION; C1930 STRUCTURE BACKFILL; A General Engineering Contractor; B General Building Contractor; C10 Electrical Contractor; C16 Fire Licenses Protection Contractor; C36 Plumbing Contractor; Trucks Gender М Ethnicity HISPANIC Firm Type DBE

Back To Query Form

Thu May 25 10:31:13 PDT 2017

Back To Query Form

Search Returned 1 Records

Page 1 of 1

Thu May 25 10:36:59 PDT 2017

e dai dii nedalimet	
Query Criteria	
Firm/DBA Name: star	resources
Firm Type: DBE	
Firm ID	
Firm ID Firm/DBA Name	
Address Line1	STAR RESOURCES CORP. PO BOX 92589
Address Line1	FO BOX 92009
City	LONG BEACH
State	CA
Zip Code1	90809
Zip Code2	30003
Mailing Address Line1	PO BOX 92589
Mailing Address Line2	
Mailing City	LONG BEACH
Mailing State	CA
Mailing Zip Code1	90809
Mailing Zip Code2	
Certification Type	DBE
EMail	cpelayo@StarResourcesCorp.com
Contact Name	CARLOS PELAYO
Area Code	(310)
Phone Number	952-1148
Extension	
Alt Area Code	()
Alt Phone Number	
Extension	
Fax Area Code	(310)
Fax Phone Number	952-1182
Agency Name	LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
Counties	14; 19; 26; 30; 33; 36; 37; 40; 42; 50; 56;
Districts	05; 07; 08; 09; 10; 11; 12;
DBE NAICS	562112; 562211; 562219; 562910;
ACDBE NAICS	
Work Codes	E4953 WASTE COLLECTION AND DISPOSAL; E4954 HAZARDOUS WASTE COLLECTION AND
Licenses	DISPOSAL; A0710 SOIL PREPARATION SERVICES;
Trucks Gender	Μ
	M
Ethnicity	DBE
Firm Type	
	Back To Query Form

Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

19 Years

2. Is your firm currently the debtor in a bankruptcy case?

Yes X No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number B

Bankruptcy Court

Date Filed

3. Was your firm in bankruptcy any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number	Bankruptcy Court	Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

Yes	K	No
-----	---	----

5. At any time in the last five (5) years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes X No

6. Has your firm ever defaulted on a construction contract?

Yes No

If "yes," explain on a separate page.

7. In the last five (5) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

🛛 Yes 🛛 🖄 No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

- 8. In the last five (5) years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
 - 🗖 Yes 🖾 No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five (5) years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?



If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five (5) years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?



If "yes," on a separate page identify the claim be providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution.

- 11. At any time during the past five (5) years, has any surety company made any payments on behalf of your firm as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?
 - Yes No

- 12. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes X No
- 13. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes X No

- 14. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
 - Yes No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes INO

If "yes," identify on a separate page, the person or persons convicted the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one (1%) percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three (3) years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so. Bonding premiums calculated on sliding scale

 1.44% - first \$500k

 %
 0.87% - next \$2MIL

 0.69% - next \$2.5MIL

17. During the last five (5) years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

🗋 Yes 🛛 🖾 No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

Yes X No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five (5) years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)



If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five (5) years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state's** prevailing wage laws?



If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

21. During the last five (5) years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?



If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder's proposal being nonresponse. Case #: CV12-6484 CBM(FMOX) Filed: 05/27/2012 Settled: 06/2013

1.

American Integrated Services, Inc. v. Stronghold Engineering, Inc. and Safeco Insurance Company of America

Complaint for:Breach of Contract; Account Stated; Open Book Value; Miller Act Payment BondFiled in:United States District Court, Central District of CaliforniaDemand Amount:\$90,014.95

2. Case#: CGC-13-533656 Filed: 08/20/2013 Settled: 09/2014

American Integrated Services v. Vertimax Ventures

Complaint for:Breach of Contract; Account Stated; Open Book Account; Goods Sold and
Delivered; Foreclosures of Mechanics Lien; Enforcement of Stop Payment NoticeFiled in:Superior Court of the State of California, County of San FranciscoDemand Amount:\$399,000

3. Case#: BC514787 Filed: 07/11/2013 Settled:

American Integrated Services, Inc. v. Primo Corporation

Complaint for:Breach of Contract; Common Count – Account Stated; Common Count – Open Book
Account; Common Count – Labor and Services Provided; Unjust Enrichment –
Quasi-Contract
Superior Court of the State of California, County o f Los AngelesFiled in:Superior Court of the State of California, County o f Los Angeles

4. Case# 00755333CJC Filed: 11/10/2014 Settled:

American Integrated Services, Inc. V. Specialized Environmental, Inc.

Complaint for:Collection. Failure to pay for equipment and servicesFiled In:Orange County Superior CourtDemand Amount:\$38,000

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE <u>American Integrated Services</u>, Inc.

as PRINCIPAL, and <u>U.S. Specialty Insurance Company</u> as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of

\$ 10% OF THE AMOUNT OF THE BID . THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "The Tracks at Brea - Segment 4 - CIP Project No. 7873 - Federal

Project No. ATP-CML-5237(035)

"For which bids are to be opened in the Conference Center of the City Hall of said City at 2:00 PM on May 18 . 20 17.

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of

May , 20 17 .

American Integrated Services,	Inc.
Principal	
By:	
Paul David Herrera-President	

U.S.	Spec	ialty	Insurance	e Comp	Dany
Suret	у		/		0
By:	2	>	the	w	S
ī	es M.	Mant	le-Attorn	ey in	Fact

BID BOND ACKNOWLEDGMENT OF SURETY

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

ACKNOWLEDGMENT

State of California
County of ______

On <u>May 12, 2017</u> Mary Martignoni - Notary Public

before me, _____

(insert name and title of the officer)

personally appeared _____ Les M. Mantle

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature/ Signature of Notary Public

(Seal)



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Les M. Mantle of Fullerton, California

This Power of Attorney shall expire without further action on November 3,2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY Corporate Seals By: Vice President A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Los Angeles SS: On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. SABINA MORGENSTEIN Commission # 2129258 Notary Public - California Seal Signature Los Angeles County My Comm. Expires Nov 3, 2019 I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 12th day , 2017 May of Corporate Seals Kio Lo, Assistant Secretary Bond No. 8227 Agency No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seat Signature: UNA Signature of Notary Public

— OPTIONAL —

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date: Number of Pages: _____ Signer(s) Other Than Named Above: _____ Capacity(ies) Claimed by Signer(s) Signer's Name: ____Signer's Name: _____ _____ Corporate Officer — Title(s): Corporate Officer — Title(s): Partner —
 Limited
 General □ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Individual □ Attorney in Fact \Box Attorney in Fact \Box Trustee Guardian or Conservator □ Other: _____ Other: Signer Is Representing: Signer Is Representing:

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City of Brea

COUNCIL COMMUNICATION

TO:Honorable Mayor and City Council MembersFROM:City ManagerDATE:06/20/2017SUBJECT:Annual Measure M (M2) Eligibility Submittal Package For FY 2017-18

RECOMMENDATION

- 1. Adopt a Resolution Concerning the Status and Update of the Circulation Element and Mitigation Fee Program; and, Adopting the Local Signal Synchronization Plan and Pavement Management Plan for the Measure M (M2) Program.
- 2. Adopt a Resolution Authorizing Submittal of the Measure M2 Eligibility Package to Orange County Transportation Authority (OCTA) to comply with Measure M2 Eligibility Criteria.

BACKGROUND/DISCUSSION

Measure M was a local Orange County tax initiative that levied a half-cent sales tax for the purpose of financing transportation improvements throughout the County. Since Measure M was implemented in 1991, the City of Brea has benefited in improving its residential and arterial streets from this transportation funding program.

On November 7, 2006, voters approved Renewed Measure M (M2). M2 is a 30-year, multi-billion dollar program extension of the original Measure M with a new slate of projects and programs planned. These include improvements to the Orange County freeway system, streets and road network throughout the County, expansion of the Metrolink system, more transit services for seniors and the disabled, as well as funding for the cleanup of roadway storm water runoff.

To maintain its eligibility to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation related programs to OCTA. Each year, an updated 7-year Capital Improvement Program ("CIP") is required to be submitted to OCTA regarding M2 type of projects. Additionally, OCTA requires other submittals annually, biennially, and triennially regarding the City's programs and projects effecting circulation and transportation, pavement management, and localized traffic synchronization to verify that these elements are in alignment with Measure M2 and countywide plans.

This year's submittal requires the following documentation:

- 7-Year CIP Budget presented in the OCTA format
- Circulation Element/ Master Plan of Arterial Highways (MPAH) Consistency *
- Congestion Management Program
- Eligibility Checklist
- Local Signal Synchronization Plan (LSSP) *
- Maintenance of Effort (MOE) Documentation

- Mitigation Fee Program *
- Pavement Management Plan (PMP) *
- Transit/Non-Motorized Transportation Letter
- * = Requires Council Resolution

M2 Seven-Year Capital Improvement Program (CIP)

The City's Measure M2 7-Year CIP for Fiscal Years 2017-18 through 2023-24 is a transportation planning and fiscal forecasting document used to guide future programming for transportation Capital Improvement Projects. The M2 7-Year CIP is consistent with the proposed citywide CIP Budget for Fiscal Year 2017-18. The submittal of the M2 7-Year CIP does not commit the City to funding the identified improvements. However, projects must be included in the M2 7-Year CIP to be eligible to receive Measure M2 funding. This document is updated every year to allow for changes based on City Council priorities. The City's 7-Year CIP is approximately \$142 Million over this next seven year period. The M2 CIP document emphasizes projects that improve circulation, mitigate traffic congestion, and maintain the City's investment in existing transportation infrastructure and pavement (See Resolution - M2 Eligibility).

Orange County Master Plan of Arterial Highway (MPAH) Consistency

The MPAH was established to provide planning, development, and preservation of a coordinated regional arterial highway network to supplement the countywide freeway system. To remain eligible for Measure M2 funds, the City's General Plan Circulation Element must be consistent with the MPAH by maintaining an equivalent number of minimum through lanes on each arterial highway shown on the MPAH map. The City's Circulation Element is in full compliance with this requirement. Biennially, the City must submit a City Council-adopted resolution to OCTA attesting that no unilateral reduction in lanes have been made on any arterials identified in the MPAH. General Plan, adopted August 19, 2003, (Circulation Element) is available on file in the City Clerk's Office.

Congestion Management Program (CMP)

With the passage of Proposition 111 Gas Tax increase in June 1990, urbanized areas of California were required to adopt a CMP. OCTA was designated as the County's Congestion Management Agency (CMA), and as such, is responsible for the development, monitoring, and biennial updating of Orange County's CMP. Orange County's CMP is a countywide program established in 1992 to support regional mobility and air quality objectives through the effective use of transportation funds, coordinated land use, and development planning practices. Required elements of the County's CMP include traffic level of service (LOS) standards, performance measures, travel demand assessment methods and strategies, land use analysis programs, and Capital Improvement Programs.

The goals of Orange County's CMP are to support regional mobility and air quality objectives by reducing traffic congestion; provide a mechanism for coordinating land use and development decisions that support the regional economy; and determine gas tax eligibility. Each jurisdiction must comply with the requirements of the Orange County CMP pursuant to the provisions of the Government Code Section 65089 to be considered eligible for both gas tax revenues and M2 funding. Staff has completed the required CMP Checklist, which demonstrates compliance with this requirement (See Resolution - M2 Eligibility).

Local Signal Synchronization Plan (LSSP)

The City's LSSP is a three-year plan identifying traffic signal synchronization, street routes and traffic signals to be improved, including all elements of the Regional Signal Synchronization Network located within the City. It includes goals that are consistent with those outlined as part of OCTA's Regional Traffic Signal Synchronization Master Plan, including signal synchronization across jurisdictions. An updated plan is required for submittal to OCTA as part of the City's eligibility documentation. The City's LSSP was updated in May 2017 and includes a three-year outlook for Fiscal Year 2017-18 through 2019-20. Approval of the 2017 LSSP Update is included in Resolution - Circulation, Mitigation Fee, PMP, LSSP, Attachment 2.

Maintenance of Effort (MOE)

The MOE documents the City's programmed expenditures for the upcoming FY 2017-2018 with respect to street and parkway maintenance efforts (See Resolution - M2 Eligibility).

Mitigation Fee Program Concurrence Documentation

Biennially the City must submit a City Council-adopted resolution to OCTA certifying that the City has an existing mitigation fee program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development. The resolution reaffirms the City's existing Mitigation Fee Program. Traffic Impact Fees update, effective February 4, 2012, is available on file in the City Clerk's Office. (See Resolution - Circulation, Mitigation Fee, PMP, LSSP, Attachment 3).

Pavement Management Plan (PMP)

The City's PMP outlines the processes in place for the planning, preventative maintenance, and repair of the City's roadways. The PMP analyzes pavement life cycles, assesses overall system performance costs, and assists the City in determining pavement maintenance strategies and cost estimates necessary to maintain the City's roadway network to achieve a weighted average Citywide Pavement Condition Index (PCI) of 75. An updated PMP report is required to be submitted to OCTA on a biennial basis. The City's PMP was updated in April 2017, which shows the City's weighted average PCI of 77.9. The 2017 PMP Update is attached for approval as part of Resolution - Circulation, Mitigation Fee, PMP, LSSP, Attachment 4.

FISCAL IMPACT/SUMMARY

Fulfillment of the eligibility requirements for FY 2017-18 will enable the City's ability to continue receiving M2 funds. In addition, the City's annual M2 local jurisdiction apportionment, more commonly referred to as "Fairshare," is estimated at \$954,000 for Fiscal Year 2017-18. Moreover, this also allows the City to obtain additional funds through the M2 competitive programs. The recent \$5.9 million Right-of-Way acquisition grant approved for the Lambert Road and SR-57 Interchange Project is part of the M2 competitive program. This action has no fiscal impact to the General Fund.

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required to receive Measure M2 sales tax revenue funds. The submittal documentation this year requires City Council approval of an updated Measure M2 7-Year CIP and adoption of a Resolution attesting to the consistency of the City's General Plan Circulation Element with the County Master Plan of Arterial Highways (MPAH), confirming the City's existing transportation mitigation fee programs, and approval of the City's updated LSSP and Citywide PMP (See both Resolutions). Approval of the recommended actions will satisfy these requirements.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager Prepared by: Warren Coleman, Senior Management Analyst Concurrence: Steve Kooyman, P.E., City Engineer; Tony Olmos, P.E. Public Works Director

Attachments

Resolution No. 2017-051 Resolution No. 2017-052

RESOLUTION NO. 2017-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT AND MITIGATION FEE PROGRAM; AND ADOPTING THE LOCAL SIGNAL SYNCHRONIZATION PLAN AND PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M (M2) PROGRAM

A. <u>RECITALS</u>

(i) The City of Brea desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH) and

(ii) The City of Brea had endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH, and

(iii) The City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction, and

(iv) The City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2015-16 and FY 2016-17, and

1

(v) The City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs;

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

(vii) The Regional Traffic Signal Synchronization Program requires that local agencies adopt a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and

(viii) The Local Signal Synchronization Plan must be updated by June 30, 2017 to continue to be eligible to receive Net Revenues as part of Measure M2;

(viiii) The City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development;

 (x) The City is required to adopt and update a Pavement Management Plan regarding the status of road pavement conditions and implementation of the Pavement Management Plan on a biennial basis; and

2

B. <u>RESOLUTION:</u>

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

- The arterial highway portion of the City Circulation Element of the City is in conformance with the MPAH (Attachment 1).
- The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2015-16 and FY 2016-17.
- 3) The City adopts and maintains a Local Signal Synchronization Plan which includes goals that are consistent with those outlined as part of the Regional Signal Synchronization Master Plan, including signal synchronization across jurisdictions (Attachment 2).
- 4) The Local Signal Synchronization Plan identifies traffic signal synchronization street routes, including all elements of the Regional Signal Synchronization Network located within the City.
- 5) The Local Signal Synchronization Plan includes the traffic signal inventory for all traffic signal synchronization street routes.
- 6) The Local Signal Synchronization Plan includes a three-year plan showing capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals.

- The Local Signal Synchronization Plan includes an update on the status and performance of traffic signal synchronization activities.
- 8) The Local Signal Synchronization Plan includes a discussion on the review and revision, as may be necessary, on the timing of traffic signals on the traffic signal synchronization street routes.
- The City reaffirms that Council concurs with the existing Mitigation Fee Program (Attachment 3).
- 10) The City adopts a Pavement Management Plan and has provided an updated Pavement Management Plan report to Orange County Transportation Authority (Attachment 4).

To view Attachments 1 through 4 online, you may click on the link below: http://ca-brea.civicplus.com/DocumentCenter/View/4441

APPROVED AND ADOPTED this 20th day of June, 2017.

Cecilia Hupp, Mayor

ATTEST: _

Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 20th day of June 2017, by the following vote:

AYES:COUNCIL MEMBERS:NOES:COUNCIL MEMBERS:ABSENT:COUNCIL MEMBERS:ABSTAINED:COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

RESOLUTION NO. 2017-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA APPROVING THE CITY'S MEASURE M2 ELIGIBILITY SUBMITTAL

A. <u>RECITALS:</u>

(i) The City of Brea desires to remain eligible to receive local MeasureM2 funds, as well as funds from the State of California under Proposition 111.

(ii) The Orange County Transportation Authority (OCTA) requires specific information from the City of Brea in order for the City to remain eligible for these funds.

- (iii) This necessary information includes the following items:
 - Resolution Concerning the Status and Update of the Circulation Element MPAH Consistency and Mitigation Fee Program; and, Adopting the Local Signal Synchronization Plan (LSSP) and Pavement Management Program (PMP) for the Measure M (M2) Program (Attachment A); and,
 - 2 Measure M2 Eligibility Checklist for Fiscal Year 2017-18 (Attachment B); and,
 - 3. Congestion Management Plan Checklist (Attachment C); and,
 - A copy of Brea's Seven-Year CIP Budget beginning with Fiscal Year 2017-18, as it relates to Measure M2 (Attachment D); and,

- Documentation pertaining to Brea's Maintenance of Effort (MOE) (Attachment E); and,
- 6. Land Use Planning Strategies letter (Attachment F).

(iv) With the approval of the above documents, all requirements underMeasure M2 will have been satisfied and the City of Brea will remain eligible forfunding.

B. <u>RESOLUTION:</u>

NOW, THEREFORE, Be It Found, Determined and Resolved, by the City Council of the City of Brea as follows:

- a) In all respects as set forth in Recitals, Part A, of this Resolution.
- b) The City Council approves the attachments as identified in Recitals (iii)

above for the Measure M2 eligibility package.

To view Attachments A through F, you click the link below:

http://ca-brea.civicplus.com/DocumentCenter/View/4440

APPROVED AND ADOPTED this 20th day of June, 2017.

Cecilia Hupp, Mayor

ATTEST:

Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 20th day of June 2017, by the following vote:

AYES:COUNCIL MEMBERS:NOES:COUNCIL MEMBERS:ABSENT:COUNCIL MEMBERS:ABSTAINED:COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/20/2017

SUBJECT: Contract with All American Asphalt for the Central Avenue and Tamarack Avenue Intersection Improvement, Project 7310, in the amount of \$470,823.68.

RECOMMENDATION

Receive bids, award contract to All American Asphalt in the amount of \$470,823.68 and authorize the Public Works Director or his designee to issue Contract Change Orders up to a "not to exceed" amount of 15% of the contract price (\$70,624); totaling \$541,447.68.

BACKGROUND/DISCUSSION

The Central Avenue and Tamarack Intersection Improvement, Project 7310 (Project) is included in the FY 2016-2017 Capital Improvement Program (CIP). This Project will enhance the flow of traffic along Central Avenue in the westbound direction by adding a dedicated westbound right turn lane at the intersection of Tamarack Avenue. The additional right-of-way needed for this improvement has been previously dedicated at the northeast corner of the intersection.

This Project will widen the north side of Central Avenue east of Tamarack Avenue to provide a dedicated westbound right turn lane. The improvements will include modifying the traffic signal, reconstruction of sidewalks, curb and gutter, and curb access ramps at the northeast corner of the intersection. In addition, Tamarack Avenue will also be reconstructed north of Central Avenue to approximately 250 feet northerly to provide a proper transition due to the existing steep street grade at Tamarack Avenue. The reconstruction of Tamarack Avenue may require a full or partial street closure during the construction period. The coordination and Right of Entry (ROE) Agreements with several properties are in progress, including the apartment north of the gas station, Shell Gas Station, 7-11 Plaza and the property adjacent to 7-11 Plaza. To date, the apartment north of the gas station has signed the ROE Agreement and the remaining properties are anticipated to sign in the next several weeks. Due to its proximity to Mariposa School, this improvement/street closure is scheduled to be constructed during the school's summer break.

On May 02, 2017, City Council approved the plans and specifications and authorized staff to advertise and receive bids for construction. On June 05, 2017, four bids were received with the following results:

1.	All American Asphalt	\$470,823.68
2.	Hillcrest Contracting	\$475,692.00
3.	Palp, Inc. dba Excel Paving	\$494,370.00
4.	Beader Construction	\$542,700.00

Engineer's Estimate	\$396,000.00
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The lowest responsive bidder was All American Asphalt of Corona in the amount of \$470,823.68. The company has a valid contractor's license and has been in the construction business for 48 years. All American Asphalt has successfully recently completed similar projects for the Cities of Newport Beach, Aliso Viejo, and Palos Verdes Estates. They previously worked with the City of Brea and were recently awarded a construction contract for the Kraemer Boulevard and Lambert Road (Phase 3) Pavement Rehabilitation Project 7318, which is anticipated to start late June 2017.

If awarded, the Project is anticipated to start after the 4th of July holiday and expected to be completed in September 2017. Staff is expecting to substantially complete the Project by the end of August with some lane closures in September to complete the Project. Staff ordered the Traffic Signal poles separate from the construction contract in April 2017, in order to meet the tight schedule for completion and to stay within the expected lead time for the procurement.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their meeting on June 13, 2017 and recommended to proceed.

FISCAL IMPACT/SUMMARY

The total overall budget was originally estimated at \$550,000 including design, construction, and construction engineering, in FY 2016/2017 CIP budget. With the current Engineer's Estimate for construction of \$600,000 including contingency, an additional \$230,000 has been added to the proposed FY 2017/2018 CIP budget, which was adopted on June 6, 2017. This resulted in the total overall budget of \$780,000. The source of funding is from Fund 220 (Gas Tax) and there is no General Fund impact. All American Asphalt's proposal, with a recommended 15% contingency, is \$541,447.68. Based on the detailed budget summary below, there are sufficient funds to fully fund the Project.

Construction Expenditures	Amount
Design	\$63,000
Right of Way	\$20,000
Construction Contract	\$470,824
Contingency (15%)	\$70,624
Sub-Total	\$541,448
Construction Engineering (15%)	\$81,217
Procurement of Traffic Signal Poles	\$6,108
Total Estimated Construction Cost	\$628,773
Total Estimated Project Cost	\$711,773
Allocated Budget	\$780,000

Probable Funding Balance \$6	8,227
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The Project will widen the north side of Central Avenue east of Tamarack Avenue to construct a dedicated westbound right turn lane to enhance the westbound through traffic on Central Avenue. Staff is requesting that City Council award a contract to All American Asphalt in the amount of \$470,823.68 for the construction of the Project and authorize the Public Works Director or his designee to issue Contract Change Orders up to a "not to exceed" amount of 15% of the Contract amount.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager Prepared by: Raymond Contreras, Assistant Engineer Concurrence: Steve Kooyman, P.E., City Engineer; Tony Olmos, P.E., Public Works Director

Attachments

Proposal



CENTRAL AVENUE & TAMARACK AVENUE INTERSECTION IMPROVEMENTS CIP PROJECT No. 7310 CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01 May 23, 2017

Notice to All Bidders:

Please note the following changes have been made to the subject Bid Documents:

1) CONTRACT DOCUMENTS SPECIFICATIONS:

A. <u>Section E- Special Provisions</u> <u>Part 1 – General Provisions</u> <u>Section 2 – Scope and Control of Work</u> <u>2-9 – Surveying</u>

Add the following paragraph to Subsection 2-9.2 – Survey Service on Page E-4:

Contractor shall coordinate with Charter Communications and Torrance Logistics Company LLC, to provide construction schedule and cooperation for the relocation and/or adjustment to grade of Charter Communications facilities (by their own forces) and Torrance Logistics Company LLC facilities (by their own forces), as required for the project. Contractor shall provide construction survey to establish line and grade with one set of stakes, for the relocation and/or adjustment to finished grade of Charter Communications' two (2) cabinets, one (1) vault, and one (1) pull box, within the project limits. Contractor shall contact Mr. Fernando Cordero, Construction Coordinator, Charter Office (951) Communications. 393-3147, Cell (951) 634-1631. or email? Fernando.cordero@charter.com. Contractor shall provide construction survey to establish line and grade with one set of stakes, for the relocation and/or adjustment to finished grade of Torrance Logistics Company LLC electrolysis valve can and cover within the project limits. Contractor shall contact the following individuals, with Torrance Logistics Company LLC:

Mr. Dino Alvarado, Line Rider, Torrance Logistics Company LLC, Mobile: (714) 296-6259, <u>DINO.ALVARADO@pbfenergy.com</u>.

Mr. David Aguinaga, First Line Supervisor, Torrance Logistics Company LLC, Office: (310) 212-2975, Mobile: (310) 351-9994, <u>DAVID.AGUINAGA@pbfenergy.com</u>.

Mr. Walter Venzie, Corrosion Tech, Torrance Refining Company LLC, Office: (310) 212-1841, Mobile: (562) 565-5866, <u>WALTER.VENZIE@pbfenergy.com</u>.

B. Section 6 – Prosecution, Progress and Acceptance of the Work

Add the following to Subsection 6-2 - Prosecution of Work, after the first paragraph on page E-9:

The Contractor shall phase all driveway and P.C.C. construction so that no more than one-half (1/2) of one (1) driveway at each property, shall be closed for construction at any time.

Contractor shall be responsible for all coordination with Southern California Edison Company, Charter Communications, and Torrance Logistics Company LLC (formerly Exxon-Mobil), for the relocation and/or adjustment to grade of Charter Communications facilities (by their own forces), and of Torrance Logistics Company LLC facilities (by their own forces), as required for the project. Contractor shall also perform all coordination with Southern California Edison Company for the protection of workers from existing overhead electrical lines during installation of new traffic signal and street light facilities, and for the provision of new electric service, or shutdown of existing electric service as required for the project.

Contractor shall contact the following utility company representatives to coordinate all work affecting their respective facilities:

Mr. Fernando Cordero, Construction Coordinator, Charter Communications, Office: (951) 393-3147, Mobile: (951) 634-1631, or email: <u>Fernando.cordero@charter.com</u>.

Ms. Cecilia Trentacosta, Service Planner, Southern California Edison Company, Fullerton Service Center, 1851 W. Valencia Dr., Fullerton CA, 92833, Tel (714) 870-3183, Fax (714) 870-3284, Mobile: (714) 943-7944, cecilia.trentacosta@sce.com

Mr. Dino Alvarado, Line Rider, Torrance Logistics Company LLC, Mobile: (714) 296-6259, DINO.ALVARADO@pbfenergy.com.

Mr. David Aguinaga, First Line Supervisor, Torrance Logistics Company LLC, Office: (310) 212-2975, Mobile: (310) 351-9994, <u>DAVID.AGUINAGA@pbfenergy.com</u>.

Mr. Walter Venzie, Corrosion Tech, Torrance Refining Company LLC, Office: (310) 212-1841, Mobile: (562) 565-5866, WALTER.VENZIE@pbfenergy.com.

Add the following to Subsection 6-2 - Prosecution of Work, after the eighth paragraph on page E-10:

3. The Contractor shall relocate the existing illuminated boxed sign (7-11 sign) out of the public right-of-way, including coordination with the property owner and tenant, and all related appurtenances, as directed by the Engineer.

Payment for the requirements of Construction Note 29, "Relocate Existing Illuminated Boxed Sign (7-11) Including All Related Appurtenances", shall be included in the contract unit prices bid for the various items of work involved, including all labor, tools, equipment, materials, owner/tenant coordination and incidentals required to complete the 7-11 sign relocation in place. No additional compensation will be allowed therefore.

2) CONTRACT PLANS:

C. <u>Sheets 2, 3, and 6, of the Contract Plans are hereby replaced with the attached</u> <u>Sheets 2, 3, and 6</u>

The following revisions to the street improvement plans for Central Avenue are included per Delta 1, on the attached Sheets 2, 3 and 6, of the Contract Plans:

- 1. Sheet 2 of 6: Added Construction Note No. 29 "Relocate Existing Illuminated Boxed Sign (7-11) Including All Related Appurtenances", as shown on the plan per Delta 1, as also described in the Revision Block.
- 2. Sheet 3 of 6: Added Construction Note 29, and flagged location of existing buried street light foundation to be removed per Construction Note 21, as shown on the plan, per Delta 1, as also described in the Revision Block.
- 3. Sheet 6 of 6: The following revisions to the traffic signal plan for the intersection of Central Avenue and Tamarack Avenue are included per Delta 1, as shown on the plans:
 - a. Eliminated new conduit run 16 and pull box in northwest corner.
 - b. Eliminated new signal cable. New signal and lighting conductors will be spliced to existing conductors at NW corner.
 - c. Eliminated 3 new DLC for Phase 6.
 - d. City will furnish a 17-3-100 pole for location 7, instead of a 17-2-100 pole.

This Addendum does not change the bid date nor significantly change the Engineer's Estimate

CITY OF BREA PUBLIC WORKS DEPARTMENT

Raul . Lising, I Assistant City Engineer

Cc: Lillian Harris-Neal, City Clerk

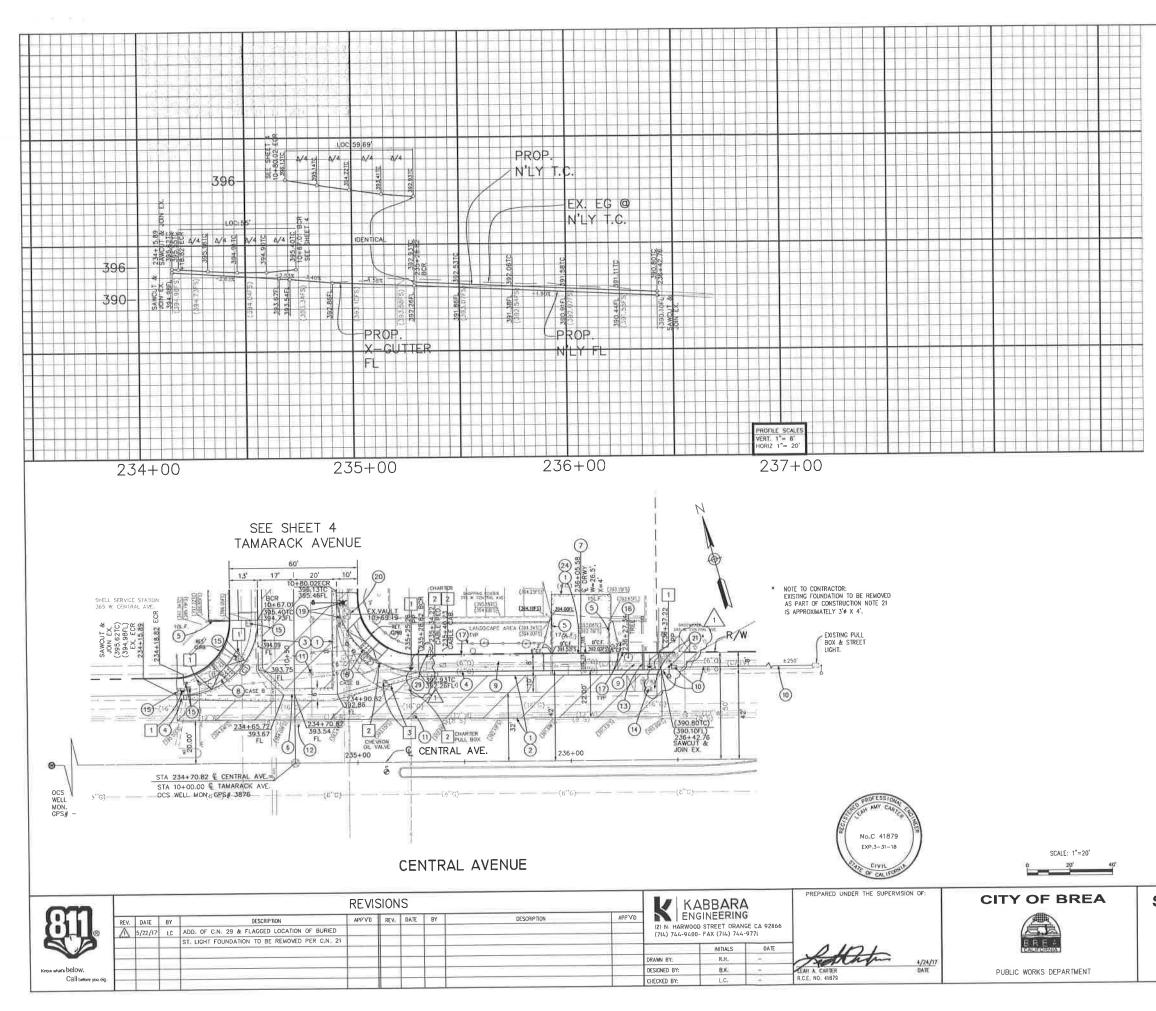
This is to acknowledge receipt and review of Addendum No. 01, dated May 23, 2017. It is understood that this document shall be incorporated in the contractor's bid documents and proposal. Please note: The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.

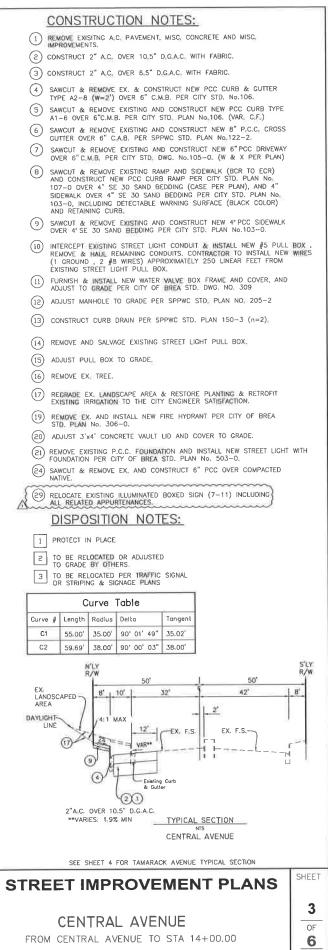
ABBREVIATIONS		197 197		-N.T.		-7	7
ACWS ASPHALT	CONCRETE	LP LOW PO	APE MAINTENANCE EASEME	.N I	(25)	-	-
AB AGGREGAT	TE BASE		OF CURVE		BASIN =6.40, ±7.30	(P.C.C.)	
AD AREA DRA	AIN CASE VALVE	MH MANHOL	OF CURB RETURN		日日日 日日日 日日日 日日 日日 日日 日日	a	
B.C. BEGINNING	IG OF CURVE OF CONCRETE BARRIER	MIN MINIMUM	R LINED AND COATED		(397.86FS) 35 LF	40 LF	
BCR BEGIN CUI BEG BEGIN	URB RETURN	MWD METROP	TOP OF CURB POLITAN WATER DISTRICT		35 LF. TOT	-0 0 1	
BO BLOW OFF		N.T.S NOT TO OC ON CUR) SCALE		033.20107.1		CONSTRUCTION NOTES:
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	IG OF VERTICAL	P PAD EL	EVATION		(308.92 5)	(319.6773) (400 7075)	(4) SAWCUT & REMOVE EX. & CONSTRUCT NEW PCC CURB & GUTTER TYPE A2-B (W=2') OVER 6" C.M.B. PER CITY STD. No.106.
CURVE ST B/W BACK OF		P.I. POINT	OF INTERSECTION		398.72TC 398.15FS	399.6716 400.7116 399.18FS 400.43FS	5 SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB TYPE
BW BOTTOM (OF INTERSECTION AL CURVE		397.84F5 [1:"03	(4°G)	A1-B OVER 6"C.M.B. PER CITY STD. PLAN NO.106. (VAR. C.F.)
CB CATCH B/	BASIN	PL (OR PL) PROPER P_O_xFE PUSH (RTY LINE ON BY FLANGED END			-(18) 🖆 (S/W)	(9) SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW 4 PCC SIDEWALK OVER 4'SE 30 SAND BEDDING PER CITY STD. PLAN No.103-0.
CI CAST IRO	ON	P.P. POWER PMT PAVEMI	POLE			827	(18) ADJUST WATER METER BOX, SERVICE LINE AND METER TO GRADE.
	PLACE PIPE	P.R.C. POINT	OF REVERSE CURVATURE E STORM DRAIN EASEMENT				22 CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. PLAN No. 313-3
	INK FENCE	PT POINT	OF TANGENT		<u>-397.56TC</u> / / 4		MODIFIED PER DETAIL SHEET 2.
CLR CLEARANI CO CLEAN OU		P.V.L. POINT	NYL CHLORIDE PIPE OF VERTICAL INTERSECTION		11+09,41 397,897C	11+26.91 198.921C 198.25FL	(25) REMOVE EX. AND RECONNSTRUCT CATCH BASIN PER SPPWC STD. PLAN No. 301-3, W=7', Wg=6.40', V PER PLAN & CONNECT TO
CML CEMENT CONC. CONCRET	MORTAR LINED	PUE PUBLIC PVMT PAVEM	UTILITY EASEMENT		11+14 01 / 122	398.25FL 11+21.91 398.62TC	EX. PIPES.
CR CURB RE	ETURN OSED GRANITE	R RADIUS	S RCED CONCRETE PIPE			397.79FL	(26) REMOVE & CONSTRUCT 24"Ø RCP PIPE (2000D).
D.I.P. DUCTILE	IRON PIPE	RET RETAIN	ING WALL				(27) REMOVE & CONSTRUCT 18" RCP PIPE (2000D)
WG. DRAWING	ΑY	RT RIGHT	NG INLET		¢'tamara		0
EBP EDGE OF EC END CUR	F BIKË PATH RVE	R.W. RESILIE	OF-WAY ENT WEDGE		113	22.16 3.931C 7.78FL	(28) CONSTRUCT CONCRETE COLLAR PER SPPWC STD, PLAN No. 380-4
CR END CUR	RB RETURN	S SEWER S= SLOPE	IN FEET PER FOOT			9.101CE 23	DICDOCITION NOTES
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ELEC. ELECTRIC		SHT SHEET				Ý 1	
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FG FINISH G	GRADE	STA. SSTAT			3 / L \ .		
FH FIRE HYD FI FIELD INI	NLET	STD. STAND STL STEEL			398.16FS (18) +27.16 C.B.		
FL FLOWLINE FM FORCE M	MAIN	SW SIDEW	ALK ENT LENGTH		(398.75FS) (399.57F	s) 11	
G GAS	D SURFACE	TC TOP C	OF CURB				
GB GRADE E GR GRATE		TEL TELEP	OF FOOTING		A.C.) 원광홍영		
HDPE HIGH DE	ENSITY POLYETHYLENE	TP TOP C	OF FLUSH CURB		A.C.)		
LD INSIDE D	DIAMETER ATED MANAGEMENT	TW TOP C	DF PIPE DF WALL		41 V		
PRACTIC	CE	TYP TYPICA VAR VARIE	S		6	DET	TAIL .
INT INTERSE			CAL CURVE		~		
		VCP. VIRE	TED CLAY PIPE				
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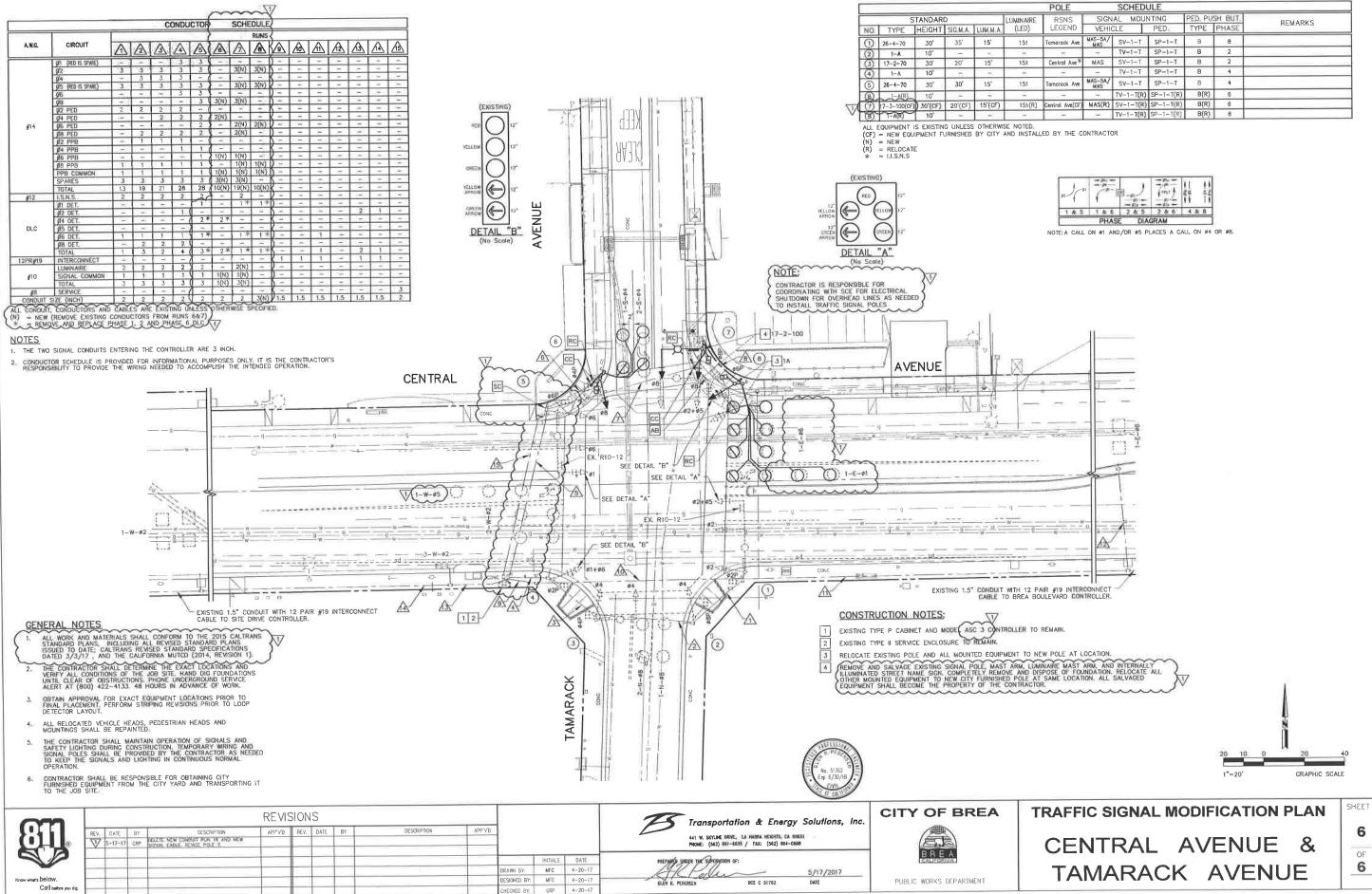
TY OF BREA

PUBLIC WORKS DEPARTMENT

APPLICAL BID_ITE			
6	1) REMOVE EXISITING A.C. PAVEMENT, MISC. CONCRETE AND MISC.		
,8 åc 15	(2) CONSTRUCT 2" A.C. OVER 10.5" D.G.A.C. WITH FABRIC.		
8 & 15	(3) CONSTRUCT 2" A.C. OVER 6.5" D.G.A.C. WITH FABRIC		
9 10	 SAWCUT & REMOVE EX. & CONSTRUCT NEW PCC CURB & GUTTER TYPE A2-8 (W=2') OVER 6" C.M.B. PER CITY STD. No.106. SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB TYPE THE OFFER STOLE PER CITY STD. PLAN NO.106 (M2. C.E.) 		
11	A1-6 OVER 6"C.M.B. PER CITY STD. PLAN No.106. (VAR. C.F.) 6 SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW 8" P.C.C. CROSS GUTTER OVER 6" C.A.B. PER SPPWC STD. PLAN No.122-2.		
12	(7) SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW 6"PCC DRIVEWAY OVER 6"C.M.B. PER CITY STD. DWG. No.105-0. (W & X PER PLAN)		
13	(8) SAWCUT & REMOVE EXISTING RAMP AND SIDEWALK (BCR TO ECR) AND CONSTRUCT NEW PCC CURB RAMP PER CITY STD. PLAN NO. 107-0 OVER 4" SE 30 SAND BEDDING (CASE PER PLAN), AND 4" SIDEWALK OVER 4" SE 30 SAND BEDDING CREP CITY STD, PLAN NO. 103-0, INCLUDING DETECTABLE WARNING SURFACE (BLACK COLOR) AND RETAINING CURB.		
14	SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW 4" PCC SIDEWALK OVER 4"SE 30 SAND BEDDING PER CITY STD. PLAN No.103-0.		
33	(10) INTERCEPT EXISTING STREET LIGHT CONDUIT & INSTALL NEW #5 PULL BOX , REMOVE & HAUL REMAINING CONDUITS. CONTRACTOR TO INSTALL NEW WIRES (1 GROUND, 2 #8 WIRES) APPROXIMATELY 250 LINEAR FEET FROM EXISTING STREET LIGHT PULL BOX.		
16	(1) FURNISH & INSTALL NEW WATER VALVE BOX FRAME AND COVER, AND ADJUST TO GRADE PER CITY OF BREA STD. DWG. NO. 309		
17	(12) ADJUST MANHOLE TO GRADE PER SPPWC STD. PLAN NO. 205-2		
18	(13) CONSTRUCT CURB DRAIN PER SPPWC STD. PLAN 150-3 (n=2).		
19	(14) REMOVE AND SALVAGE EXISTING STREET LIGHT PULL BOX.		
20	15 ADJUST PULL BOX TO GRADE		
21	(16) REMOVE EX, TREE.		
22 23	 (17) REGRADE EX. LANDSCAPE AREA & RESTORE PLANTING & RETROFIT EXISTING IRRIGATION TO THE CITY ENGINEER SATISFACTION. (18) ADJUST WATER METER BOX, SERVICE LINE AND METER TO GRADE. 		
24	(19) REMOVE EX, AND INSTALL NEW FIRE HYDRANT PER CITY OF BREA STD, PLAN No. 306-0		
25	adjust 3'x4' concrete vault lid and cover to grade.		
34 (2) REMOVE EXISTING P.C.C. FOUNDATION AND INSTALL NEW STREET LIGHT V FOUNDATION PER CITY OF BREA STD, PLAN No. 503-0.			
26 (22) CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. PLAN No. 313-3 MODIFIED PER DETAIL SHEET 2.			
27	(23) SAWCUT & REMOVE EX. & CONSTRUCT B" A.C. SLOT PAVING PER DETAIL 2 ON SHEET 2 OF PLANS.		
28	AND CONSTRUCT & REMOVE EX AND CONSTRUCT 6" PCC OVER COMPACTED		
29	(25) REMOVE EX. AND RECONNSTRUCT CATCH BASIN PER SPPWC STD. PLAN No. 301-3, W=7', Wg=6.40', V PER PLAN & CONNECT TO EX. PIPES.		
29	(26) REMOVE & CONSTRUCT 24"# RCP PIPE (2000D).		
29	(27) REMOVE & CONSTRUCT 18" RCP PIPE (2000D).		
29	(28) CONSTRUCT CONCRETE COLLAR PER SPEWC STO. PLAN No. 380-4.		
ALL	ALL RELATED APPURTENANCES		
	DISPOSITION NOTES:		
	1 PROTECT IN PLACE		
	2 TO BE RELOCATED OR ADJUSTED TO GRADE BY OTHERS.		
	3 TO BE RELOCATED PER TRAFFIC SIGNAL OR STRIPING & SIGNAGE PLANS		
E) PI DI B E) A	IOTE TO CONTRACTOR: XISTING FIRE HYDRANT TO BE REMOVED EC CONSTRUCTION NOTE IS IF DEEMED ALVACEABLE BY THE CITY SHALL BE ELIVERED OR DISPOSED OF AS DIRECTED Y THE CITY. CONTRACTOR TO REMOVE XISTING BURY INCLUDING WATER VALVE ND INSTALL BLIND FLANGE AND THRUST LOCK.		
S	TREET IMPROVEMENT PLANS		
C	CONSTRUCTION NOTES AND DETAILS.		







POLE		SCHEDU	JLE			
RSNS	SIGN	AL MOUN	TING	PED, PUSH BUT.		REMARKS
LEGEND	VEHIC	CLE	PED.	TYPE	PHASE	NEMARK3
imarack Ave	MAS-5A/	SV-1-T	SP-1-T	В	8	
-	-	TV-1-T	SP-1-T	В	2	
Central Ave≯	MAS	SV-1-T	SP-1-T	В	2	
	-	TV-1-T	SP-1-T	B	4	
amarack Ave	MAS-5A/	SV-1-T	SP-1-T	В	4	
<u>2</u>		TV-1-T(R)	SP-1-T(R)	B(R)	6	
ntral Ave(CF)	MAS(R)	SV-1-T(R)	SP-1-T(R)	B(R)	6	
2	-	TV-1-T(R)	SP-1-T(R)	B(R)	8	

Bidder: All American Asphalt

SECTION C

PROPOSAL

for the

CENTRAL AVENUE & TAMARACK AVENUE INTERSECTION IMPROVEMENTS CIP Project No. 7310

in the

CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **60 working days**, starting from the date of the Award Letter.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find <u>Bidder's Bond</u> in the amount of <u>10% of Bid</u> which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

Addenda No.	Date Received	Bidder's Signature
01	5/23/2017	phond / for
1		1 / .
·		

BID FORM CENTRAL AVENUE & TAMARACK AVENUE INTERSECTION IMPROVEMENTS CIP Project No. 7310



Bidder: All American Asphalt

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization (Not to Exceed 5% of Total Contract)	1 LS	Lump Sum	\$20,686.21
2	Traffic & Pedestrian Control and Construction Phasing	1 LS	Lump Sum	\$ 19,022.70
3	Traffic Signing, Striping, Markings & Raised Pavement Markers	1 LS	Lump Sum	\$ 6,952.02
4	Construction Survey & Monument Preservation	1 LS	Lump Sum	\$ 5,213.77
5	SWPPP and BMP's	1 L\$	Lump Sum	\$ 5,689.55
6.	Unclassified Excavation (Final Pay Quantity)	750 CY (F)	\$126.92/CY	\$ 95,190 -
7.	Asphalt Concrete (AC) Surface Course Pavement (Type C2 PG 70-10) (10% Max. 150 TON \$92.44 /TN RAP)		\$ 13,866	
8.	Dense Graded Asphalt Concrete (DGAC) Base Course Pavement (Type B PG 70-10) 600 TON \$92.44 /TN (10% Max. RAP)		\$55,464 -	
9.,	Sawcut & Remove Ex. and Construct New PCC Curb & Gutter Type A2-8 (W=2') over 6" CMB per City Std. No. 106	440 LF	\$ 34.19 /LF	\$ 15,043.60
10.	Sawcut & Remove Ex. and Construct New PCC Curb Type A1-6 over 6" CMB per City Std. Plan No. 106 (Variable C.F.)	160 LF	\$ ^{22.70} /LF	3,632 - \$
11.	Sawcut & Remove Existing and Construct New 8" PCC Cross Gutter over 6" CAB per SPPWC Std. Plan No. 122-2 (High Early Strength PCC)	1,380 SF	14.45 \$/SF	19,941 -
12.	Sawcut & Remove Existing and Construct New 6" PCC Driveway over 6" CMB per City of Brea Std. Dwg. No. 105-0 (W & X per Plan) (High Early Strength PCC)	2,420 SF	\$ 10 · 74 \$ /SF	24,780.80 \$
13.	Sawcut & Remove Existing Ramp and Sidewalk (BCR to ECR), and Construct New PCC Curb Ramp per City Std. Plan No. 107- 0 over 4" SE 30 Sand Bedding (Case per Plan), and 4" PCC Sidewalk over 4" SE 30 Sand Bedding per City Std. Plan No. 103-0, Including Detectable Warning Surface (Black Color) and Retaining Curb	2 EA	4,597.28 \$ /EA	9,194.56 \$

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
14.	Sawcut & Remove Existing and Construct New 4" PCC Sidewalk over 4" SE 30 Sand Bedding per City Std. Plan No. 103-0	2,600 SF	\$6.04 /SF	\$15,704-
15.	Subgrade Stabilizing Fabric (Mirafi 600 or Approved Equal)*	10,600 SF	\$ 0.13 /SF	\$1,378-
16,	Furnish & Install New Water Valve Box Frame and Cover, and Adjust to Grade per City of Brea Std. Dwg. No. 309	3 EA	\$ ^{379.30} /EA	\$1,137.90
17.	Adjust Manhole to Grade per SPPWC Std. Plan No. 205-2	1 EA	\$2,709.28/EA	\$ 2,709.28
18.	Construct Curb Drain per SPPWC Std. Plan No. 150-3 (Modified per Plan)(n=2)	1 EA	\$650.23/EA	650.23 \$
19.	Remove & Salvage Existing Street Light Pull Box	1 EA	\$270.93/EA	\$ 270.93
20.	Adjust Pull Box to Grade	5 EA	\$325. \\ /EA	\$1,625.55
21.	Remove Ex. Tree	1 EA	\$921.16 /EA	
22.	Re-Grade Ex. Landscape Area & Restore Planting & Retrofit Ex. Irrigation to the City Engineer's Satisfaction	1 LS		4,546.05
23.	Adjust Water Meter Box, Service Line and Meter to Grade	3 EA	\$270.93 /EA	\$ 812.79
24.	Remove Ex. and Install New Fire Hydrant per City of Brea Std. Plan No. 306-0	1 EA		\$18,283.66
25.	Adjust 3'x4' Concrete Vault and Cover to Grade	1 EA	\$541.86/EA	\$ 541.86
26.	Construct Local Depression per SPPWC Std. Plan No. 313-3 Modified per Detail Sheet 2	2 EA	\$2,120.02 /EA	\$ 4,240.04
27.	Sawcut & Remove Ex. and Construct 8" Slot Paving per Detail 2 on Sheet 2 of Plans	30 SF	\$ 6.16 /SF	\$ 184.80
28.	Sawcut & Remove Ex. and Construct 6" PCC (High Early Strength) over Compacted Native	1,680 SF	\$ 8 · 21 /SF	\$13,792.80
29.	Remove Ex. and Reconstruct Catch Basin per SPPWC Std. Plan No. 301-3, W=7', Wg=6.40', H per Plan & Connect to Ex. Pipes	2 EA	15,706.59 \$/EA	\$
30.	Over-Excavation*	100 CY	\$ 126.93CY	\$12,692- \$12,574.80
31.	Crushed Miscellaneous Base (Over- Excavation)*	180 TON	\$ 69.36 /TN	\$12,574.80

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL			
32.	Traffic Signal Modification at Central Avenue & Tamarack Avenue, Complete per Plan	1 LS	Lump Sum	\$41,181.09			
33.	Intercept Existing Street Light Conduit & Install New #5 Pull Box, Remove & Haul Remaining Conduits. Contractor to Install New Wires (1 Ground, 2#8 Wires) Approximately 250 Linear Feet From Existing Street Light Pull Box	I LS	Lump Sum	\$ 2,817.65			
34.	Remove Existing PCC Foundation and Install New Street Light with Foundation per City of Brea Std. Plan No. 503-0	I LS	Lump Sum	\$8,669.70			
Total: Bid in	Words: \$470,823.68						
	Total: Bid in Words: #440,823.68 FOUR HUNDRED SEVENTY THOUSAND EIGHT HUNDRED TWENTY THREE DOLLARS SINTY FIGHT CENTS						

NOTES:

- 1. (F) means Final Pay Quantity. (if applicable)
- 2. * Indicates Item that may or may not be used.
- 3. Bidder declares that he or she has read and understands Item No. 12 of Instructions to Bidders. _____(Bidder Initial)



LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, busines address, license number, class and DIR registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

2

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
SURVEY	0.92%	CLSURVEYING & MAPPING 1269 POMONARD. CORONA, CA 92852	658231		1000007166
3	1.36%	J&SSTRIPING 15445. VINEYARD AVE ONTARIO, GA 9176	538211	C-32	1000006912
19,20,	10.69%	MSLELECTRIC 4938 E. LAPALMA AVE. ANALLEIM CA. 92807	422450	C-10	1000000 550
21	0.18%		654506	627	1000001936

By submission of this proposal, the Bidder certifies:

- 1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
- 2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California

ss. County of Orange Riverside

Edward J. Carlson , being first duly sworn, deposes and says that he or she is Vice President of All American Asphalt the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof. or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder Signature of Bidder Edward J. Carlson, Vice President * Please see attached, California PO Box 2229 Corona, CA 92878 Address of Bidder Jurast Subscribed and sworn to before me this _____ day of _____. 20___. NOTARY PUBLIC NOTARY SEAL C-7

All American Asphalt

CALIFORNIA JURAT

GOV CODE § 8202

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

State of California

County of Riverside	unty of Riverside Subscribed and sworn to (or affirmed) before				
·	me on	this <u>1st</u> day of _	June 2017, Month		
	By (1)	Edward	J. Carlson		
	-	Name of			
	Proved to me on the basis of satisfactory evidence				
·	be the	person who appeared	l before me (.) (,)		
COURTNEY CHAPAS		(and			
Notary Public - California					
Commission # 2172984		6-110			
My Comm. Expires Nov 20, 2020	(2)	Name of	0		
)		Name of	Signer		
	Provec	to me on the basis	of satisfactory evidence		
		person who appeared	-		
	be the				
		0 1 0	<u>,</u>		
		(nuture hana.)		
Sign	hature				
Place Notary Seal Above		Signature of Notar	y Public		
OPTIONAL		0 1			
Though the information below is not required by law, it may valuable to person relying on the document and could pre fraudulent removal and reattachment of this form to anoth	ay prove event	t.			
Further Description of Any Attached Document					
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Title or Type of Document <u>Noncollusion Affidavit</u>			Ton of thurst house		
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Document Date: <u>6-1-2017</u> Number of Pages: <u>1</u>					
		* *			
Signer(s) Other Than Named Above:None					

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed

Title Edward J. Carlson, Vice President

Firm All American Asphalt

Date 06/0//2017

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL **CITY OF BREA, CALIFORNIA**

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the CENTRAL AVENUE & TAMARACK AVENUE INTERSECTION IMPROVEMENTS, CIP Project No. 7310, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

All American Asphalt Contractor And Mare

By

Edward J. Carlson, Vice President Title

Date: 06/01/2017

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

🗆 Yes 🛛 🗹 No

If the answer is yes, explain the circumstances in the space provided.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake selfinsurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

All American Asphalt Contractor Ward Hard By

Edward J. Carlson, Vice President ______ Title

Date: 06/01/2017

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

	All American Asphalt		
	Bidder Name		
	PO Box 2229		
	Business Address		
	Corona	~	00070
	City,	CA State	92878 Zip
	<i>,</i>		<i>P</i>
	(951)736-7600		
	Telephone Number		
	publicworks@allamericanasp Email Address	halt.com	
	267073 A, C-12 State Contractor's License No. a	nd Class	
	State Contractor's License No. a	nd Class	
	1000001051		
	DIR Registration Number		
	1/19/1971		
	Original Date Contractor's State	License Issued	
	4/04/0040		
	1/31/2018 Expiration Date		
	Expiration Date		
The work site wa	s inspected by Edward Ryu, Project Manager o	of our office on May	3 5+ , 20 <u>17</u> .
The following are	e persons, firms, and corporations hav	ing a principal interes	t in this proposal:
Mark Luer- Presiden	t		
Edward J. Carlson- V	ice President		
Michael Farkas- Secr	etary		
<u>.</u>			

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

	can Asphalt	
Company 1	Name	
	Hund Mark	
Signature		
	Carlson, Vice President	
Printed or	Typed Signature	
ibscribed and sworn to between	ne this day of, 20 <u>17</u>	d Galifornia Jurat
OTARY PUBLIC		
-		NOTARY SEAL
	ress and telephone numbers for three p work within the past two years:	public agencies for which
	Please see Attached	
Name and Address of Publi	c Agency	
-	f Project Manager of Public Agency:	
Contract Amount	Type of Work	Date Completed
Name and Address of Publi	ic Agency	
Name and Telephone No. c	of Project Manager of Public Agency:	
Contract Amount	Type of Work	Date Completed
Name and Address of Publ	ic Agency	
Name and Telephone No. c	of Project Manager of Public Agency:	
Contract Amount	Type of Work	Date Completed

CALIFORNIA JURAT

GOV CODE § 8202

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

State of California

County of Riverside	Subscribed and	sworn to (or affi	rmed) before
	me on this 1st	day of	June . 2017.
	Dat	e	Month
	By (1)	Edward J. C	Carlson
		Name of Sign	er
	Proved to me of	on the basis of	satisfactory evidence
	be the person w		
COURTNEY CHAPAS Notary Public - California	2	(and	
Riverside County Commission # 2172984	(2)		
My Comm. Expires Nov 20, 2020	(2)	Name of Sign	er
	Proved to me o	on the basis of	satisfactory evidence
	be the person w		
	1		
	Constur	Mana	
S	Signature	UNUMP	
Place Notary Seal Above	(\$	ignature of Notary Pub	lic
Though the information below is not required by law valuable to person relying on the document and cou fraudulent removal and reattachment of this form to	it may prove d prevent		
Further Description of Any Attached Docun	nent		
	RIGHT THU OF SIG		RIGHT THUMBPRINT OF SIGNER
Title or Type of Document <u>Bidder's Information</u>	Top of thu	imb here	Top of thumb here
Document Date: <u>6-1-2017</u> Number of Pages:	2		
Signer(s) Other Than Named Above: <u>None</u>			

"2016" PAST WORK REFERENCES

City of Riverside 3900 Main St. Riverside, CA 92501 Contact: Steve Howard, (951)826-5708

City of Rancho Santa Margarita 2212 El Paseo Rancho Santa Margarita, CA 92688 Contact: Max Maximous, (949)635-1800

City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765 Contact: Kimberly Young, (909) 839-7044

City of Bell 6330 Pine Avenue Bell, CA 90201 Contact: Dahi Kim, (323)923-2628

Department of Transportation 72-800 Dinah Shore Dr. Ste. 104 105 Palm Desert, CA 92211 Contact: Khoi Vu, (951) 232-6263

Department of Transportation 3251 ¼ University Dr. Trailer No. 2 Irvine, CA 92612 Contact: Peter Shieh, (949)279-8636

City of Victorville 14343 Civic Drive Victorville, CA 92392 Contact: Bruce Miller, (760) 269-0045 2014/2015 Preservation and Maintenance Contract Amount: \$3,400,725.00 Start: 01/2016 Completed: 06/2016

Annual Residential Overlay Contract Amount: \$245,190.00 Start: 01/2016 Completed: 09/2016

Grand Ave. Beautification Project Contract Amount: \$1,939,000.00 Start: 08/2015 Completed: 05/2016

Florence Avenue Overlay Contract Amount: \$643,000.00 Start: 04/2016 Completed: 09/2016

Route 111, Contract No. 08-1C4604 Contract: \$1,536,207.00 Start: 04/2016 Completed: 09/2016

Route 73, Contract No. 12-0M1104 Contract Amount: \$1,545,163.00 Start: 4/2015 Completed: 07/2016

Bear Valley Road Reconstruction Contract Amount: \$2,611,215.00 Start: 04/2016 Completed: 07/2016 City of Perris 101 N. D Street Perris, CA 92570 Contact: Brad Brophy, (951)943-6504

City of Palos Verdes Estates 340 Palos Verdes Drive West Palos Verdes Estates, CA 90274 Contact: Ken Rukavina, (310)378-0383

City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660 Contact: Alfred Castanon, (949)644-3314

City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660 Contact: Frank Tran, (949)644-3340

City of Aliso Viejo 12 Journey, Suite 100 Aliso Viejo, CA 92656 Contact: Chris Tanio, (949)425-2531 4th Street Improvement Project Contract Amount: \$545,680.00 Start Date: 03/2016 Completed: 07/2016

FY 15-16 St. Resurfacing & Slurry Seal Project Contract Amount: \$876,455.00 Start: 11/2015 Completed: 06/2016

Corona Del Mar Entry Improvements Contract Amount: \$497,497.00 Start Date: 02/2016 Completed: 05/2016

Cameo Shores Pavement Reconstruction Contract Amount: \$3,363,363.00 Start Date: 06/2016 Completed: 12/2016

Pacific Park Rehab.-Chase to 73 Fwy Contract Amount: \$633,633.00 Start Date: 10/2016 Completed: 12/2016

"2015" PAST WORK REFERENCES

City of Hawthorne 4455 W. 162nd Street Hawthorne, CA 90250 Contact: Heecheol Kwon, (310) 349-2980

City of Inglewood One Manchester Blvd, 3rd Floor Inglewood, CA 90301 Contact: Hunter Nguyen, (310) 412-4252

County of Ventura 800 S. Victoria Ave Ventura, CA 93009 Contact: Jeewoong Kim, (805) 654-3987

City of Montclair 5111 Benito Street Montclair, CA 91763 Contact: Steve Stanton, (909) 625-9444

Riverside County Transportation Commission 4080 Lemon Street, 3rd Floor Riverside, CA 92501 Contact: Bill Seitz, (949) 300-9132

City of Riverside 3900 Main Street Riverside, CA 92501 Contact: Steve Howard, (951) 826-5708

Long Beach Unified School District 2201 E. Market Street Long Beach, CA 92805 Contact: Nancy Chinchilla, (562) 997-7513 Hawthrone Blvd Reconstruction Contract Amount: \$12,579,000.00 Start: 4/2014 Completed: 5/2015

Florence Ave Contract Amount: \$2,639,000.00 Start: 4/2015 Completed: 10/2015

Pavement Resurfacing, Phase II Contract Amount: \$2,401,970.00 Start: 4/2015 Completed: 10/2015

Northeast Montclair Street Rehabilitation Contract Amount: \$514,150.00 Start: 4/2015 Completed: 7/2015

Route 74 Widening Contract: \$1,970,004.00 Start: 4/2014 Completed: 7/2015

2014/15 Arterial Streets Contract Amount: \$1,683,076.00 Start: 4/2015 Completed: 9/2015

Garfield Elementary School Pavement Contract Amount: \$1,976,508.00 Start: 6/2015 Completed: 11/2015

"2014" PAST WORK REFERENCES

City of Fullerton 303 W. Commonwealth Ave Fullerton, CA 92832 Contact: Kevin Kwak, (714) 738-6865

Port of Long Beach 4801 Airport Plaza Drive Long Beach, CA 90815 Contact: Lincoln Lo, (562) 283-7000

City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Contact: Mark Cueno, (310) 285-2557

City of Jurupa Valley 12363 Limonite Ave Riverside, CA 92507 Contact: Michael Myers, (951) 332-6464

City of Santa Ana 20 Civic Center Santa Ana, CA 92701 Contact: Kurt Weimann, (714) 647-5639 Yorba Linda Blvd Reconstruction Contract Amount: \$1,346,000.00 Start: 7/2014 Completed: 11/2014

2013 Roadway Maintenance and Slurry Contract Amount: \$992,000.00 Start: 6/2014 Completed: 10/2014

2012-2013 Street Resurfacing Contract Amount: \$2,970,000 Start: 7/2013 Completed: 5/2014

2012-13 Pavement Rehabilitation Contract Amount: \$970,000 Start: 5/2013 Completed: 12/2013

Bristol Street Rehabilitation Contract Amount: \$6,951,475 Start: 3/2013 Completed: 12/2014

"2013" PAST WORK REFERENCES

Department of Transportation 3521 ¼ University Dr Irvine CA 92612 Contract: Dat Pham, (949) 279-8586

1000.00000

a.:

City of Santa Clarita 23920 Valencia Blvd Santa Clarita CA 91355 Contact: Bill Whitlatch, (661) 259-2489

LACDPW 900 S Fremont Ave Alhambra, CA 91803 Contact: Hector Hernandez, (626) 458-2191

Department of Transportation 2023 Chicago Ave., B-6 Riverside, CA 92507 Contact: Michael Chen, (951) 830-6017

City of Laguna Hills 24035 El Toro Rd Laguna Hills, CA 92653 Contact: Kenneth Rosenfield, (949) 707-2650

County of Riverside Transportation 3525 14th St Riverside, CA 92501 Contact: Trai Nguyen, (951) 961-5363

City of Azusa 213 E Foothill Blvd Azusa, CA 91702 Christina Curiel, (626) 812-5254 Route 74, Contract No. 12-0L6404 Contract Amount: \$1,134,057 Start: 7/2012 Completed: 5/2013

2011/12 Overlay & Slurry Seal Program Contract Amount: \$5,995,000 Start: 8/2012 Completed: 5/2013

Seventh Avenue Contract Amount: \$2,077,000 Start: 9/2012 Completed: 12/2013

Route 74, Contract No. 08-0P9504 Contract Amount: \$3,450,622 Start: 6/2012 Completed: 9/2013

Citywide Pavement Rehabilitation Contract Amount: \$1,778,169 Start: 8/2012 Completed: 9/2013

Gilman Springs Road Contract Amount: \$1,695,108 Start: 7/2013 Completed: 9/2013

Pavement Management Improvements Contract Amount: \$980,000 Start: 5/17/12 Completed: 1/18/13

"2012" PAST WORK REFERENCES

City of Beverly Hills 345 Foothill Road Beverly Hills, CA 90210 Contact: Juan Martinez, (310) 285-2521

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92628 Contact: Thomas Banks, (714) 754-5222

City of Perris 170 Wilkerson Avenue, Ste. D Perris, CA 92570 Contact: Chris Sunde, (951) 943-5604

City of Dana Point 33282 Golden Lantern Dana Point, CA 92629 Contact: Matt Sinacori, (949) 248-3574

City of Long Beach 333 W. Occan Blvd., 10th Floor Long Beach, CA 90802 Contact: Chuck Ramey, (562) 570-6634

City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701 Contact: Edward Torres, (714) 647-5018

City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708 Contact: Alex Salazar, (714) 593-4516 2010-2011 Street Resurfacing Project Contract Amount: \$2,800,000.00 Start: 6/1/2011 Completed: 4/30/2012

2010-2011 Citywide Street Rehabilitation Contract Amount: \$2,778,000.00 Start: 7/1/2011 Completed: 2/29/2012

Foss Field Parking Expansion Contract Amount: \$190,000.00 Start: 1/1/2012 Completed: 2/29/2012

Pacific Coast Highway & Niguel Shores Contract Amount: \$676,676.00 Start: 12/1/2011 Completed: 5/30/2012

Willow Street Improvements Contract Amount: \$661,661.00 Start: 12/1/2011 Completed: 6/30/2012

Bristol Street Widening Contract Amount: \$8,315,754.00 Start: 5/1/2009 Completed: 3/16/2012

Edinger Avenue Improvements Contract Amount: \$422,422.00 Start: 5/1/2012 Completed: 8/1/2012

"2011" PAST WORK REFERENCES

City of Compton 205 South Willowbrook Avenue Compton, CA 90220 Contact: Loujuana Mitchell, (310) 761-1437

County of San Bernardino 825 E. Third Street San Bernardino, CA 92415 Contact: Franklin Luna, (909) 387-7920

County of Riverside 2950 Washington Street Riverside, CA 92504 Contact: David Hylkema, (951) 850-6075

City of Stanton 7800 Katella Avenue Stanton, CA 90680-3162 Contact: Quang Le, (714) 890-4234

City of Long Beach 333 West Ocean Blvd., 10th Floor Long Beach, CA 90802 Contact: Chuck Ramey, (562) 570-6634

City of Paramount 16400 Colorado Boulevard Paramount, CA 90723-5012 Contact: Len Gorecki, (562) 220-2111

City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648 Contact: Dave Verone, (714) 375-8471

Department of Transportation 464 W. Fourth Street San Bernardino, CA 92410-1400 Contact: Imad Abugharbieh, (951) 277-8579 Northwood Avenue Reconstruction Contract Amount: \$1,180,000.00 Start: 10/18/2010 Completed: 5/4/2011

Cajon Blvd. Contract Arnount: \$565,000.00 Start: 3/11/2011 Completed: 4/8/2011

De Luz Road Rehabilitation Contract Amount: \$740,000.00 Start: 4/25/2011 Completed: 5/23/2011

2010/2011 Citywide Reconstruction Contract Amount: \$322,322.00 Start: 3/1/2011 Completed: 4/30/2011

Annual Contract Street Reconstruction Contract Amount: \$3,433,415.00 Start: 5/1/2010 Completed: Still On-Going

Neighborhood Street Resurfacing Contract Amount: \$899,909.00 Start: 11/1/2010 Completed: 3/30/2011

Slater Avenue Improvements Contract Amount: \$1,926,341.00 Start: 8/2/2010 Completed: 2/30/2011

Route 91 Project Contract Amount: \$5,732,812.00 Start: 3/1/2010 Completed: 3/30/2011

"2010" PAST WORK REFERENCES

City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701 Contact: Edward Torres, (714) 647-5018

City of Chino 13220 Central Avenue Chino, CA 91790 Contact: Emani Naghmeh, (909) 464-8367

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92628-1200 Contact: Thomas Banks, (714) 754-5222

City of Westminster 8200 Westminster Boulevard Westminster, CA 92683 Contact: Tuan Pham, (714) 898-3311 ext. 209

City of Paramount 16400 Colorado Avenue Paramount, CA 90723-5012 Contact: Ed Cox, (562) 908-6205

City of Cerritos 18125 Bloomfield Avenue Cerritos, CA 90703-3130 Contact: Rash Syed, (562) 916-1221

City of Anaheim 200 South Anaheim Boulevard Anaheim, CA 92805 Contact: Sean Ramsey, (714) 765-5059

City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92842 Contact: (714) 741-5180 Segerstrom Avenue Rehabilitation Contract Amount: \$2,094,618.00 Start: 11/2009 Completed: 3/30/2010

Street Rehabilitation Project FY 08/09 Contract Amount: \$2,127,501.00 Start: 11/2009 Completed: 5/31/2010

Rehabilitation of Vanguard Way Contract Amount: \$517,646.00 Start: 12/2009 Completed: 2/30/2010

City-wide Overlay 09-10 St. Improvement Project Contract Amount: \$1,171,416.00 Start: 2/1/2010 Completed: 5/30/2010

Resurfacing in Rosecrans Avenue Contract Amount: \$572,209.00 Start: 10/1/2009 Completed: 5/30/2010

Bloomfield Avenue Improvements Contract Amount: \$1,103,000.00 Start: 3/1/2010 Completed: 6/20/2010

Magnolia Avenue Street Improvements Contract Amount: \$868,000.00 Start: 4/1/2010 Completed: 7/20/2010

Harbor Boulevard Street Rehabilitation Contract Amount: \$919,000.00 Start: 3/1/2010 Completed: 6/30/2010

"2009" PAST WORK REFERENCES

City of Costa Mesa 77 Fair Drive P.O. Box 1200 Costa Mesa, CA 92628-1200 Contact: Tom Banks, (714) 536-5431

City of Dana Point 33282 Golden Lantern Dana Point, CA 92628 Contact: Archie Rempher, (949) 248-3500

City of Beverly Hills 345 Foothill Road Beverly Hills, CA 90210 Contact: Juan Martinez, (310) 285-2521

County of San Bernardino 825 East Third Street San Bernardino, CA 92415-0835 Contact: Sri Srirajan, (909)387-7935

City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277 Contact: Javier Urista, (310) 318-0661

City of Westlake Village 31200 Oak Crest Drive Westlake Village, CA 91361 Contact: Roxanne Hughes, (805) 653-6597

Department of Transportation 12975 Culver Blvd. Los Angeles, CA 90066 Contact: Sixto Ramin, (213) 216-4406

City of Rialto 150 South Palm Avenue Rialto, CA 92376 Contact: Eddie Chan, (909) 820-2651 Prop 1 B Street Maintenance Contract Amount: \$993,993.00 Start: 7/2009 On-going – not completed yet

Annual Roadway Resurfacing Project Contract Amount: \$3,982,982.00 Start: 4/2009 On-going – not completed yet

2008-09 Street Resurfacing Contract Amount: \$4,085,000.00 Start: 1/2009 Completed: 8/2009

Arrow Route Contract Amount: \$1,980,000.00 Start: 2/2009 Completed: 7/2009

Public Improvement Package Contract Amount: \$1,678,000.00 Start: 1/2009 Completed: 9/2009

Joint Cities Pavement Rehab. Project Contract Amount: \$1,242,241.11 Start: 6/2009 Completed: 9/2009

Route 27, Contract No. 07-2Y4904 Contract Amount: \$915,511.00 Start: 6/2009 Completed: 9/2009

Route 210 Detour Contract Amount: \$1,983,548.00 Start: 6/2009 Completed: 9/2009

"2008" PAST WORK REFERENCES

City of Irvine One Civic Center Plaza P.O. Box 19575 Irvine, CA 92606-5268 Contract: Kal Lambaz, (949) 724-7555

City of Anaheim 200 South Anaheim Blvd. Anaheim, CA 92805 Contact: Sean Razmy, (714) 765-5069

City of Newport Beach 3300 Newport Blvd. Newport Beach, CA 92658 Contact: Andy Tran, (949) 644-3315

City of Westminster 8200 Westminster Blvd. Westminster, CA 92683 Contact: Theresa Tran, (714) 898-3311 Ext. 282

City of Lake Forest 25550 Commercentre Drive, Suite 100 Lake Forest, CA 92630 Contact: Luis Estevez, (949) 461-3485

City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701 Contact: Ed Torres, (714) 647-5018 University Drive Rehabilitation Contract Amount: \$3,445,289,40 Start: 1/2008 Completed: 6/2008

Anaheim Blvd. Improvements Contract Amount: \$278,391,00 Start: 4/2008 Completed: 6/2008

Superior Avenue Improvements Contract Amount: \$862,862.00 Start: 1/2008 Completed: 6/2008

Citywide Street Improvements Contract Amount: \$1,118,383.00 Start: 3/2008 Completed: 7/2008

Street Resurfacing & Slurry Seal Contract Amount: \$1,638,523.00 Start: 2/2008 Completed: 4/2008

Santa Clara Avenue Improvements Contract Amount: \$2,219,523.00 Start: 11/2007 Completed: 3/2008

"2007" PAST WORK REFERENCES

City of Westminster 8200 Westminster Boulevard Westminster, CA 92683 Contact: Theresa Tran, (714) 898-3311 Ext. 282

City of Irvine P.O. Box 19575 One Civic Center Plaza Irvine, CA 92606-5208 Contact: Uyenly Bui, (949) 724-7559

City of Anaheim 200 S. Anaheim Boulevard Anaheim, CA 92805 Contact: Robert Luciano, (714) 765-5286

City of San Clemente 910 Calle Negocio, Suite 100 San Clemente, CA 92376 Contact: Gary Voborsky, (949) 361-6132

City of Newport Beach 3300 Newport Boulevard Newport Beach, CA 92658 Contact: Andy Tran, (714) 644-3311

City of Seal Beach 211 Eighth Street Seal Beach, CA 90740 Karim Varshochi, (714) 412-2722

City of Tustin 300 Centennial Way Tustin, CA 92630 Contact: Benny Tenkean, (714) 573-3161 Citywide Street Improvements Contract Amount: \$1,085,000.00 Start: 11/2006 Completed: 6/2007

Jeronimo Road Contract Amount: \$649,000.00 Start: 3/2007 Completed: 5/2007

Weir Canyon Contract Amount: \$795,000.00 Start: 3/2007 Completed: 6/2007

North El Camino Real Contract Amount: \$1,400,000.00 Start: 4/2007 Completed: 6/2007

Citywide Street Improvements Contract Amount: \$1,392,000.00 Start: 1/2007 Completed: 5/2007

Seal Beach Boulevard Contract Amount: \$930,647.00 Start: 12/2006 Completed: 4/2007

Jamboree & Tustin Ranch Road Contract Amount: \$2,700,000.00 Start: 11/2006 Completed: 4/2007

"2006" PAST WORK REFERENCES

City of Pomona 505 So. Garey Avenue Pomona, CA 91767 Contact: Hong Wang, (909) 620-3783

City of Hawaiian Gardens 21815 Pioneer Blvd. Hawaiian Gardens, CA 91706 Contact: Steve Steinbrecher, (562) 420-2641

City of Newport Beach 3300 Newport Blvd. Newport Beach, CA 92658 Contact: Mark Pugllsi, (949) 644-3331

City of Dana Point 33282 Golden Lantern Dana Point, CA 92629 Contact: Matt Sinacori, (949) 248-3574

City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701 Contact: Michel Girgis, (714) 647-5052

City of Seal Beach 211 Eighth Street Seal Beach, CA Contract: Sean Crumby, (562) 431-2527

City of Tustin 300 Centennial Way Tustin, CA 92630 Contact: Benny Tenkean, (714) 573-3161 Pomona Blvd. Street Rehabilitation Contract Amount: \$1,736,308.00 Completed: 3/30/2006 Start: 1/1/2006

Carson Street Resurfacing Contract Amount: \$695.000.00 Completed: 2/30/2006 Start: 10/1/2005

Jamboree Road Improvements Contract Amount: \$1,061,061.00 Completed: 8/30/2006 Start: 6/2006

Coast Highway Contract Amount: \$1,977,977.00 Completed: 6/30/2006 Start: 3/2006

Main Street Improvements Contract Amount: \$1,333,333.00 Completed: 6/23/2006 Start: 10/2005

Ocean Avenue Improvements Contract Amount: \$2,032,032.00 Completed: 11/2006 Start: 8/2006

Tustin Ranch Road Contract Amount: \$993,993.00 Completed: 8/2006 Start: 5/1/2006

Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

48 Years

2. Is your firm currently the debtor in a bankruptcy case?

🗖 Yes 🛛 🏹 No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number Bankruptcy Court

- Date Filed
- 3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes Vo

If " yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

	Yes	\square	No
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 At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner? *See Attached Page*

Yes 🛛 No

- 6. Has your firm ever defaulted on a construction contract?
 - 🖵 Yes 🔽 No

If "yes," explain on a separate page.



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671 P.O. Box 2229, Corona, CA 92878-2229

Contractors License #267073 A,C12 DIR #1000001051

City of Brea Central Avenue & Tamarack Avenue Intersection Improvements CIP Project No. 7310 Request for Bid

Responsible Bidder- Supplemental Questionnaire Question #5

Answer:

Regarding the issue of liquidated damages, it has become the more prevalent practice of a few agencies to use the threat and assessment of liquidated damages in order to settle disputes regarding change orders, change in character of work, and time extensions. The use of liquidated damages has now become a negotiating tool rather than an assessment of project completion. Furthermore, in these tough economic conditions it seems that agencies are using excessive liquidated damages as a source of revenue. All American Asphalt has been assessed liquidated damages based on these circumstances on a few projects in the past five years. A more detailed list will be provided if requested.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

🖸 Yes 🗹 No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

🖵 Yes 🗹 No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

🖵 Yes 🖾 No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

🗋 Yes 🛛 🗹 No

If "yes," on a separate page identify the claim be providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution.

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

🖵 Yes 🖾 No

- 12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 - Yes Vo
- 13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?
 - 🛛 Yes 🛛 🗹 No
- 14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
 - 🗋 Yes 🗖 No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

🖵 Yes 🔽 No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

N/A

%

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

Yes Vo

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

🛛 Yes 🛛 🗹 No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

Yes 🗹 No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state's** prevailing wage laws?

🗋 Yes 🗹 No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid an the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

🗋 Yes 🗹 No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid an the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder's proposal being nonresponsive.

BID BOND

KNOW	ALL	MEN	BY	THESE	PRESENTS,	THAT	WE
All America	n Asphalt						

Fidelity and Deposit Company of Maryland

as PRINCIPAL, and

as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

shall the liability of the surety In no case hereunder exceed the sum of \$ Ten Percent of Total Amount Bid - (10% of Bid)----- . THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " Central Avenue and Tamarack Avenue Intersection Improvements - CIP Project No. 7310

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on June 5, 2017

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this <u>31st</u> day of May , 2017.

All American Asphalt Principal

Alband By: Edward J. Garlson, Vice Prosident

Fidelity and Deposit Company of Maryland Surety

Rebecca Haas-Bates, Attorney-in-Fact



BID BOND ACKNOWLEDGMENT OF SURETY

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

Please See Attached

ACKNOWLEDGMENT

State of California County of _____

On___

______ before me, ______

(insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature___

Signature of Notary Public (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California	
County of Riverside	
On <u>June 1, 2017</u> before me,	Courtney Chapas, Notary Public, Here Insert name and Title of the Officer
personally appeared	Edward J. Carlson Name(s) of Signer(s)
COURTNEY CHAPAS Notary Public - Californía Riverside County Commission # 2172984 My Comm. Expires Nov 20, 2020	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behal of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct. WITNESS my hand and official seal. Signature
OPT	
I hough the information below is not re and could prevent fraudulen	equired by law, it may prove valuable to person relying on the document t removal and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document <u>Bid Bond</u>	
Document Date: <u>May 31, 2017</u>	Number of Pages:2
Signer(s) Other Than Named Above:	None
Capacity(ies) Claimed by Signer(s)	
□ Attorney in FactOFS	
Signer is Representing: _All American Asphalt	Signer is Representing: All American Asphalt

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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A notary public or oth document to which this	er officer completing this certificate verifies only the identity of the individual who signed s certificate is attached, and not the truthfulness, accuracy, or validity of that document.	the
State of California)	
County of Orange)	
On 05/31/2017	before me, A. MacFarlane, Notary Public	
Date	Here Insert Name and Title of the Officer	
personally appeared	Rebecca Haas-Bates	
	Name(s) of Signer(s)	

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



A. MACFARLANE Notary Public – California NNA 1 Órange County Commission # 2188592 My Comm. Expires Mar 27, 2021

Signature of Notary Public

Place Notary Seal Above

. ...

OPTIONAL -

Signature 2

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached De							
Title or Type of Document:	Bid Bond	l Doc	curnent Date: 05/31/2017				
Number of Pages: Two(2)	_ Signer(s) Other Tha						
Capacity(ies) Claimed by S							
Signer's Name: Rebecca Haa	s-Bates	Signer's Name	9:				
□ Corporate Officer - Title(s):	Corporate C	Corporate Officer - Title(s):				
Partner – Limited	General		Limited General				
Individual Attorne	ey in Fact		□ Attorney in Fact				
🗆 Trustee 🛛 🗆 Guardi	an or Conservator		Guardian or Conservator				
Other:		Other:					
Signer Is Representing: Fidelity and Deposit Company		Signer Is Representing:					

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ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Vice President Gerald F. Haley

Dawn & Grown

Assistant Secretary Dawn E. Brown

State of Maryland

County of Baltimore

On this 18th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and DAWN E. BROWN, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a Dun



Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this **3**14 day of ______, 2017.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co. Attn: Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: City Manager

DATE: 06/20/2017

SUBJECT: Agreement for Public Safety Software Support with Hexagon Safety and Infrastructure for Computer Aided Dispatch and Records Management Software (CAD/RMS) in the Amount of \$118,381

RECOMMENDATION

Approve the Agreement with Hexagon Safety & Infrastructure for a nine month period to provide support services for the City's CAD/RMS system between now and the implementation of the new software solution.

BACKGROUND/DISCUSSION

For the past ten years, the City of Brea has held a maintenance agreement with Hexagon Safety & Infrastructure (Hexagon)(formerly Intergraph Corporation), a CAD/RMS provider that provides support for the dispatching and records management systems for the Police Department. The existing support agreement for this system will be expiring on June 30, 2017. The Police Department has chosen to move to a new state-of-the-art system provided by Spillman Technologies. This new system isn't scheduled to go live until the third or fourth quarter of FY 2017-18. The proposed Hexagon maintenance support agreement will cover the continual operations of the City's 911 dispatching system until the transition to the new system is complete.

Hexagon is the only support provider for this proprietary software. The maintenance support agreement is to ensure coverage of the Police Department's critical software for dispatching 911 emergency calls.

COMMISSION/COMMITTEE RECOMMENDATION

Renewal of the support agreement was reviewed at the June 13, 2017 Finance Committee meeting and recommended for approval.

FISCAL IMPACT/SUMMARY

Based upon the quote received by Hexagon, pricing is as follows: The agreement: 1-YHWL00, for coverage performance period: 7/1/17 through 3/31/18 is \$118,381.08. The support cost is accounted for in the FY 2017-18 budget. Funding for this agreement will be charged to the information technology internal service fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager Prepared by: Anthony Godoy, Management Analyst II Cliff Flaugher, IT Supervisor Concurrence: Randy Hornsby, IT Manager

Attachments

Hexagon Quote

MAINTENANCE QUOTATION SUMMARY



Agreement: 1-YHWL00

Performance Period: 7/1/17 through 3/31/18 Payment Type: Prepaid Quarterly Currency: USD

Bill]	Го:	Ship <u>To:</u>
	Brea CA City Of	Brea CA City Of
	ATTN: Accounts Payable	ATTN: Cliff Flagher
	1 Civic Center Circle	1 Civic Center Circle
	Civic & Cultural Center	Civic & Cultural Center
	Brea, CA 92821	Brea, CA 92821
	USA	USA

Total Sarviana Cost*	¢110 201 00
SW Maint	\$118,381.08
Quotation Sum	mary:

Total Services Cost"									\$118,381.08								

* Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.

The maintenance services quoted herein are subject to the attached Hexagon Safety & Infrastructure Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Hexagon Safety and Infrastructure. This quotation expires ninety (90) days from the date of issue by Hexagon Safety and Infrastructure.

THIS IS NOT AN INVOICE

Offered by:	Intergraph Corporation	Accepted by:	
Signature:	Harrison Gough Harrison Gough	Signature:	
Name:	Harrison Gough	Name:	
	Maintenance Contract Administrator	Title:	
Date:	5/17/17	Date:	
Email:	harrison.gough@hexagonsi.com	Email:	
Telephone:	2567305851	Telephone:	
		Fax:	
	Please mark one of the fo	llowing options when submitting your acceptance:	
A Purchas	e Order will not be issued.	A Purchase Order will be issue	ed and shall reference the terms and conditions of

Customer signature above constitutes notice to proceed with this agreement.

above referenced quote.

MAINTENANCE QUOTATION DETAIL

Brea CA City Of

Account Nbr: MDC-3449 Quote: 1-YHWL00 Brea CA City Of 17-18

Bill To:

Brea CA City Of ATTN: Accounts Payable 1 Civic Center Circle Civic & Cultural Center Brea, CA 92821 USA

Site Number:

50000384

PO#:	
Performance Period: 7/1/17 through 3/31/18	

Currency: USD

Ship T	Го:
	Brea CA City Of
	ATTN: Cliff Flagher
	1 Civic Center Circle
	Civic & Cultural Center
	Brea, CA 92821
	USA

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Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
7	IPS0002	I/Dispatcher	1-251731647	7/1/17	3/31/18	Premium	9	6	\$231.52	\$12,502.35
8	IPS0002TST	I/Dispatcher - Test License	1-249142901	7/1/17	3/31/18	Premium	9	2	\$0.00	\$0.00
9	IPS0004	I/Informer	1-251731677	7/1/17	3/31/18	Premium	9	1	\$347.29	\$3,125.59
10	IPS0004	State Auto System/DMV I/F	1-251731682	7/1/17	3/31/18	Premium	9	1	\$413.44	\$3,720.94
11	IPS0004A	I/Informer to I/LEADS NL	1-252155331	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
12	IPS0004ATST	I/Informer to I/LEADS NL - Test License	1-254931647	7/1/17	3/31/18	Premium	9	2	\$0.00	\$0.00
13	IPS0004CAC	I/CAD Message Ste for CA State Switch CC	1-251731687	7/1/17	3/31/18	Premium	9	1	\$522.09	\$4,698.82
14	IPS0004CACTST	I/CAD Message Ste for CA State Switch CC - Test Lic	1-254931667	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
15	IPS0004CAR	I/LEADS Message Ste for CA State Switch CC	1-252155337	7/1/17	3/31/18	Premium	9	1	\$463.05	\$4,167.45
16	IPS0004CARTST	I/LEADS Message Ste for CA State Switch CC - Test Lic	1-254931672	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
17	IPS0004TST	I/Informer NL - Test License	1-254931657	7/1/17	3/31/18	Premium	9	2	\$0.00	\$0.00
18	IPS0007	I/Executive 2 NL	1-251731692	7/1/17	3/31/18	Premium	9	1	\$400.54	\$3,604.89
19	IPS0007TST	I/Executive 2 - Test License	1-254931682	7/1/17	3/31/18	Premium	9	2	\$0.00	\$0.00
20	IPS0008	I/Push To Talk NL	1-251731697	7/1/17	3/31/18	Premium	9	1	\$188.70	\$1,698.26
21	IPS0008TST	I/Push To Talk NL - Test License	1-254931687	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
22	IPS0009	I/Mobile Data Terminal NL	1-251790702	7/1/17	3/31/18	Premium	9	1	\$578.81	\$5,209.31
23	IPS0009TST	I/Mobile Data Terminal NL - Test License	1-257034203	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
24	IPS0015	I/Tracker NL	1-251790712	7/1/17	3/31/18	Premium	9	1	\$353.07	\$3,177.66
25	IPS0015TST	I/Tracker NL - Test License	1-257034218	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
26	IPS0019	I/LEADS-Server NL	1-252155342	7/1/17	3/31/18	Premium	9	1	\$277.83	\$2,500.47
27	IPS0019TST	I/LEADS-Server NL - Test License	1-257034188	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
28	IPS0020	I/LEADS-Records Management System CC - Desktop Client	1-256871001	7/1/17	3/31/18	Premium	9	30	\$23.15	\$6,250.50
29	IPS0020	I/LEADS-Records Management	1-294637986	7/1/17	3/31/18	Premium	9	18	\$23.15	\$3,750.70
										Page 2 of 3



MAINTENANCE QUOTATION DETAIL



Brea CA City Of

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Account Nbr: MDC-3449

Quote: 1-YHWL00 Brea CA City Of 17-18

PO#: Performance Period: 7/1/17 through 3/31/18 Currency: USD

Base Part Description Serial End Service Level Mths Qty Mth Cost **Total Cost** Begin System CC - Desktop Client IPS0026 I/LEADS-Jail Management System -1-294638040 7/1/17 3/31/18 Premium 9 2 \$19.68 \$354.19 Client CC IPS0030 I/LEADS-CAD Link NL 1-252155347 7/1/17 3/31/18 Premium 9 1 \$0.00 \$0.00 IPS0030TST I/LEADS-CAD Link NL - Test License 1-257034193 7/1/17 3/31/18 Premium 9 1 \$0.00 \$0.00 IPS0031 I/Mgt. Analysis & Reporting Sys -1-251790717 7/1/17 3/31/18 Premium 9 1 \$347.29 \$3,125.59 Server NL I/Mgt. Analysis & Reporting Sys - Srvr 1-257034223 9 1 \$0.00 IPS0031TST 7/1/17 3/31/18 Premium \$0.00 NL - Test Lic IPS0032 I/Mgt. Analysis & Reporting System -1-256871182 7/1/17 3/31/18 Premium 9 1 \$23.15 \$208.37 Client CC IPS0038 I/Mobile CC 1-251790722 9 \$20.84 7/1/17 3/31/18 Premium 15 \$2,813.74 1-251790797 \$188.70 IPS0042 I/NetViewer - 5 users 7/1/17 3/31/18 Premium 9 1 \$1.698.26 1-251790802 3/31/18 9 \$4,219.52 IPS0042A I/NetViewer - 15 users 7/1/17 Premium 1 \$468.84 IPS0042ATST I/NetViewer - 15 users - Test License 1-257034238 7/1/17 3/31/18 Premium 9 \$0.00 \$0.00 1 IPS0042TST I/NetViewer - 5 users - Test License 1-257034233 7/1/17 3/31/18 Premium 9 1 \$0.00 \$0.00 IPS0064B I/Records Explorer NL - 50 users 1-252155352 3/31/18 Premium 9 \$694.58 \$6,251.18 7/1/17 1 IPS0064BTST I/Records Explorer NL - 50 users -9 1-257034198 7/1/17 3/31/18 Premium 1 \$0.00 \$0.00 Test License 9 IPS0069A Additional NCIC Queries 1-298488301 7/1/17 3/31/18 Premium 1 \$151.65 \$1.364.86 IPS1163 I/Map Editor CC 1JVMD7X50000384BY0 7/1/17 3/31/18 Premium 9 1 \$86.00 \$773.96 3A **IPSCUSTOM11** I/LEADS CHP555 Report 7/1/17 9 \$2,431.01 1-298488304 3/31/18 Premium 1 \$270.11 IPSCUSTOM11 Export to Livescan I/F 3/31/18 Premium 9 \$501.64 \$4,514.74 1-292289240 7/1/17 1 IPS0050 I/InterCAD NL - First License 1-299503032 7/1/17 3/31/18 Premium 9 \$843.41 \$7,590.71 1 IPS0012 I/Page NL MME-1-5W4IST 7/1/17 3/31/18 Premium 9 1 \$422.26 \$3.800.32 GSPX5007 GeoMedia Professional CC 1A99SS050000384FWO Premium 9 \$229.32 7/1/17 3/31/18 1 \$2,063.88 PM 9 1 \$813.64 \$7.322.80 IPS0001 I/Executive 1-251731641 7/1/17 3/31/18 Premium IPS0001TST I/Executive - Test License 1-254931631 7/1/17 3/31/18 Premium 9 2 \$0.00 \$0.00 Subtotal for Site Number 50000384 \$102,940.06 Site Number: Billing **Total Cost** Base Part Description Serial Beain End Service Level Mths Qtv Mth Cost Adjustment15 15% Premium for Quarterly Payment 7/1/17 7/31/17 Premium \$15,441.01 \$15.441.01 1 1 9mo

> Subtotal for Site Number Billing \$15,441.01

Grand Total Excluding Tax \$118.381.08



MAINTENANCE RENEWAL POLICIES

LATE RENEWAL

If your maintenance renewal is not received prior to the performance period begin date, in addition to any reinstatement fees that may be charged as described below, maintenance services for the new coverage period may be terminated or suspended by Intergraph Corporation d/b/a Hexagon Safety & Infrastructure. This includes your ability to access system support or the knowledge base, and the ability to log or check support requests. Therefore it is important that you do not delay in renewing your maintenance service contract.

REINSTATEMENT FEE FOR LAPSE IN HEXAGON MAINTENANCE COVERAGE

Hexagon charges a 25% reinstatement fee when maintenance coverage lapses because a renewal is not received by the performance period begin date. Notwithstanding the foregoing, for all Oracle products there is a 50% reinstatement fee when maintenance coverage lapses because a renewal is not received by the performance period begin date. The reinstatement fee will be calculated and assessed for each month in which there has been a lapse in coverage. The details of this fee may be found in Section 4.1 of the Terms and Conditions. To ensure you are not assessed a reinstatement fee, please return your renewal instructions before the performance period begin date.

LICENSE RE-PURCHASE FOR LAPSE IN MICROSOFT SQL SERVER AND BIZTALK MAINTENANCE COVERAGE

Hexagon's agreement with Microsoft for reinstating maintenance that has lapsed on Microsoft SQL Server and BizTalk licenses obtained from Hexagon and for which Hexagon provides maintenance and support. Microsoft only allows Hexagon to provide maintenance (including upgrades of the Microsoft products) to you if you provide renewal instructions prior to the performance period begin date shown in the attached quote and without any lapse in coverage. Any maintenance renewal received on or after the performance period begin date is considered to be a lapse in coverage and will not be accepted by Hexagon. Therefore, if your renewal for the Microsoft license maintenance is not received by Hexagon by the performance period begin date, when you wish to upgrade to a new version of SQL Server and/or BizTalk, you are





required to re-purchase the licenses for the Microsoft products at the then current list price of those products, plus one year of maintenance coverage from the date of re-purchase. You will not be eligible to obtain support services from Hexagon during any lapse in maintenance coverage for SQL Server and/or BizTalk.

BUSINESS INTELLIGENCE MAINTENANCE BEGINS WITH LICENSE PURCHASE; MAINTENANCE RENEWALS MUST BE RECEIVED BEFORE CURRENT MAINTENANCE TERM EXPIRES

Due to constraints related to third-party content in the Business Intelligence suite, the maintenance term must begin when Business Intelligence licenses are purchased. The maintenance must renew, if elected, on the anniversary of the license purchase; therefore, your renewal instructions must be received prior to the performance period begin date shown in the attached quote and without any lapse in coverage. Any maintenance renewal received on or after the performance period begin date is considered to be a lapse in coverage and will not be accepted by Hexagon. Therefore, if your renewal for the Business Intelligence license maintenance is not received by Hexagon by the performance period begin date, when you wish to upgrade to a new version of Business Intelligence, you are required to purchase an upgrade of the Business Intelligence products at a price that is fifty percent (50%) of the then current list price, plus one year of maintenance coverage from the date of the upgrade purchase. You will not be eligible to obtain support services from Hexagon during any lapse in maintenance coverage for the Business Intelligence products.

CHARGES ARE PAYABLE ANNUALLY AND IN ADVANCE

Hexagon's payment terms are annual, in advance, for maintenance service contracts. If you wish to instead pay quarterly in advance, please request a revised quotation. A convenience fee of 15% will be added to contracts with quarterly payment schedules instead of annual. The convenience fee will be prorated across the four quarterly invoices.



Hexagon Safety & Infrastructure U.S. Maintenance Terms and Conditions for Software

This document ("Terms and Conditions") and the Quote to which these Terms and Conditions are attached set forth the terms and conditions for the maintenance of software and related support services by Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("Hexagon") for Customer.

- 1. DEFINITIONS
 - 1.1. "Affiliate" means any entity or person controlled by or under common control of Hexagon. For the purposes of this Agreement, the term "control" means ownership, directly or indirectly, of equity securities entitling the owner to exercise in the aggregate equal or more than twenty-five percent (25%) of the voting power of the entity in question. For the avoidance of doubt, any Affiliate of Hexagon is as well deemed an Affiliate of any other Affiliate of Hexagon; also Hexagon is an Affiliate of any of its Affiliates.
 - 1.2. "Agreement" means (1) the binding contract incorporating these Terms and Conditions as well as the Quote submitted to Customer under Section 2 and/or, if applicable, (2) the binding contract incorporating a Quote submitted to Customer under Section 3.2 and/or Section 12.1 as well as the maintenance service contract terms and conditions referenced therein.
 - 1.3. "Coverage Period" means the period of performance set forth in the Quote.
 - 1.4. "Covered Products" means the software listed on the Quote for which Services are to be provided to Customer by Hexagon. Covered Products shall also include additional copies of the software (i) where the original software is already covered by the Agreement and (ii) for which additional licenses are purchased or otherwise obtained by Customer during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.
 - 1.5. "Customer" means the entity or person purchasing Services.
 - 1.6. "Quote" means a quotation for Services submitted to Customer by Hexagon or an authorized Hexagon partner, along with a product quotation at time of purchase of the product to be maintained. according to Section 2, or a quotation for Services submitted to Customer by Hexagon, according to, Section 3.2 and/or Section 12.1.
 - 1.7. "Services" means the maintenance and support services for Covered Products that are further described in the Agreement.
 - 1.8. "Software Product" includes Hexagon's or Hexagon's Affiliate's computer software and all of the contents of the files, disk(s), CD-ROM(s) or other media with which the software is provided, including any templates, data, printed materials, and "online" or electronic documentation, all copies, and any Updates of such Software Products. Software Products are subject to all of the terms and conditions of the End-User License Agreement ("EULA") provided with the Software Product.
 - 1.9. "Third Party Software" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals)

applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("SLA") provided with the Third Party Software.

- 1.10. "Update(s)" means any Upgrade, modified version, fix, patch and/or update of Covered Products. The use of Updates is subject to all of the terms and conditions of the EULA or SLA provided with Customer's current version of the Covered Products.
- 1.11. "Upgrade(s)" means each new release of Covered Products. Upgrades require a full installation and may be provided with a separate EULA or SLA. Any EULA or SLA delivered with the Upgrade will supersede any EULA or SLA associated with prior releases of the Covered Products.

2. AUTHORIZATION OF SERVICES

By either (a) returning a signed Quote; (b) submitting a signed purchase order referencing a Quote; (c) paying any charges as set forth on a Quote; or (d) accepting delivery of Services as set forth on a Quote, Customer authorizes Hexagon to provide the Services for Covered Products during the Coverage Period in accordance with the Agreement. The Services will be provided by Hexagon in accordance with the Scope of Coverage as set forth in Section 5. The Agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the Services set forth in the Quote, whichever is earlier.

3. TERM

- 3.1. Term. This Agreement shall begin, retroactively (if applicable), on the first calendar day of the first month of the applicable Coverage Period, and shall expire at the end of the Coverage Period unless terminated earlier as provided in Section 18, or renewed by mutual agreement of the parties in accordance with Section 3.2. The Coverage Period shall be for whole months only.
- 3.2. Renewal. Approximately ninety (90) days prior to the expiration date of any Coverage Period, Hexagon will submit to Customer a renewal Quote that includes pricing for the upcoming Coverage Period. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the renewal Quote. If the Agreement is not entered into based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein, Hexagon, after the preceding Coverage Period has expired, shall be entitled to discontinue Services for the affected Covered Products, including access to system support or knowledge base, and/or end the ability of Customer to log or check support requests.

4. REINSTATEMENT OF MAINTENANCE SUPPORT COVERAGE

4.1. Lapse in Software Maintenance Coverage. To reinstate Services after any termination or suspension thereof, Customer must pay a reinstatement fee. The Coverage Period for any reinstated Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase anniversary date of the lapsed Covered Products. The reinstatement fee will equal twenty-five percent (25%) of the past due maintenance charges (rounded up to whole months only) for the Renewal Coverage Period, and shall be in addition to the total maintenance charges due for the Renewal Coverage Period, all calculated at the current maintenance list price. Upon request of Customer, Hexagon will provide a Quote for the Renewal Coverage Period, to include the reinstatement fee, which is applicable only for reinstatement made in the then-current month.

4.2. Failure to Obtain Maintenance Coverage. In the event Services were not purchased at the time that the Covered Product was originally purchased, in order to obtain Services, Customer must pay one hundred twenty-five percent (125%) of all maintenance payments from the date the original Covered Product was purchased up to the date the Services are actually purchased, plus one hundred percent (100%) of the remaining Coverage Period that expires upon the anniversary date of the original Covered Product purchase, all calculated at the current maintenance list price. The Coverage Period for such Covered Products will begin on the first day of the month in which the Covered Products were originally purchased.

5. SCOPE OF COVERAGE FOR SOFTWARE PRODUCTS

Services described in this Section apply to Software Products only. Services for Third Party Software are set forth in Section 10.

Hexagon offers two levels of Services for Software Products included in the Covered Products: Standard Support and Premium Support. Under both levels of Services, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis and correction of defects in and provide general advice as to the use of the Software Products included in the Covered Products. The level of Services will be set forth on the Quote and will include the following:

- 5.1. **Standard Support:** Standard Support will include and be limited to the following:
 - 5.1.1. Help Desk Support. Out-of-the-box functionality support via the Help Desk (telephone or eService via Hexagon's Customer Support Web Site where available at <u>https://support.hexagonsafetyinfrastructure.com)</u>. Phone support for all priority levels of software errors is available on Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website, or can be determined by contacting Customer's local Hexagon office.
 - 5.1.2. Updates. Access to all available Updates of Software Products included in the Covered Products. Hexagon will notify Customer when Updates are made available for any Software Products for which Service has been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Hexagon. If applicable, Customer may also register on the Customer Support Web Site or applicable local support website to automatically receive email notifications when a new release of a Software Product is made available by Hexagon. Updates are shipped to Customer upon Customer request. Hexagon is not obligated to produce any Updates.
 - 5.1.3. Knowledge Base. Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.
- 5.2. **Premium Support:** Premium Support will include all of the features available under Standard Support. Additionally, when the software error is considered to be critical (meaning production is down), then phone support is also available after-hours and on Hexagon-observed holidays.

Hexagon may not provide both levels of support for all Software Products in all countries. Customer may choose any level of Services offered, however all Software Products included in the Covered Products under the Agreement must have the same level of Services when available.

Services are only available for the current version and the one version prior to the current version of a particular Software Product. Services are limited to the specific Software Products listed on the Quote and functioning on the appropriate Hexagon-supported operating system.

6. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

- 6.1. Customer's hardware and operating system software must meet the minimum system requirements specified by Hexagon and made available to Customer upon request.
- 6.2. Customer's system must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. The specifications of such devices shall be made available to Customer by Hexagon upon request.
- 6.3. Customer will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Updates of Covered Products.
- 6.4. Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Service obligations.
- 6.5. When reporting problems to Hexagon's Help Desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed.
- 6.6. Customer will carry out any reasonable instructions on troubleshooting or circumvention of the problem provided by Hexagon through the Authorized Contact (as defined below in Section 8.1) immediately and in conformity with these instructions, and will install any necessary patches, defect corrections or new versions from Hexagon.
- 6.7. Customer is solely responsible for assuring the compatibility of non-Hexagon products with products provided by Hexagon.
- 6.8. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for lost data.

In addition, Customer shall provide for any other requirements reasonably specified by Hexagon and related to the rendition of the Services to be met.

If Customer fails to fulfill its Customer Obligations, Hexagon is entitled to bill Hexagon's time and effort made necessary by Customer's failure at Hexagon's currently stated hourly rates.

7. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of this Agreement and may be available under separate agreement at an additional charge (collectively "Excluded Services"):

- 7.1. Installation of any Covered Product, Update, or interface software
- 7.2. Network configuration
- 7.3. Configuration or customization of Covered Products to customer requirements.
- 7.4. System-level tuning and optimization and system administration support
- 7.5. Programming or software development
- 7.6. Training
- 7.7. Services required because the Authorized Contact is not available or is not trained in accordance with Section 8

- 7.8. On-site Services
- 7.9. Services outside of the regular business hours associated with the applicable level of Services
- 7.10. Services required due to modifications of Covered Products by Customer. In the case of Hexagon software modules which assist in the creation and use of Customer software, the performance of Services under the Agreement is restricted to unmodified components of these Covered Products
- 7.11. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the documentation provided with the Covered Products
- 7.12. Services required due to failure of software or hardware not supplied by Hexagon and not covered in the Agreement
- 7.13. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software
- 7.14. Services required due to software or portions thereof that were incorrectly installed or configured, or use in an environment inconsistent with the support environment specified by Hexagon, or used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications
- 7.15. Services required due to cases of force majeure, especially lightning strikes, fire or flood or other events not caused through Hexagon's fault.
- 7.16. Services required due to customer's failure to fulfill the Customer Obligations set forth in Section 6
- 7.17. Services required due to faulty or incomplete Customer data.

When ordered by Customer, Excluded Services or other software maintenance support services that are outside the scope of this Agreement will be billed by Hexagon according to the stated hourly rates and material prices in effect at the time such service is performed.

8. SYSTEM SUPPORT TECHNICIAN

- 8.1. Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Services ("Authorized Contacts").
- 8.2. Customer must make sure that the Authorized Contacts have adequate expertise and experience to make possible a targeted and professionally accurate description of malfunctions and make it possible for Hexagon to handle them efficiently. Authorized Contacts must have successfully completed Hexagon product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software systems. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact.

9. REMOTE ACCESS

Customer will permit Hexagon to electronically access Customer's system via SecureLink[™]. SecureLink[™] is a tool for providing secure, auditable remote access to Customer's system in order for Hexagon support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. The Authorized Contacts should be available to assist Hexagon Customer Support as needed during this entire process. Customer Support will only access Customer's system with the knowledge and consent of Customer. For local variances specific

to the use of remote access tools other than SecureLink[™], Customer should contact the local Hexagon support office.

10. THIRD PARTY SOFTWARE

Support and Updates of Third Party Software shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Third Party Software, and such Third Party Software Services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and Updates for any Third Party Software that are not listed on the Quote must be obtained from the third party owner of the products or their designated representative.

11. REQUIRED COVERAGE

- 11.1. Multiple or Interdependent Licenses. Customer may not decline maintenance for individual licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, except in accordance with the relinquishment process described in Section 12.2.
- 11.2. Prerequisite Licenses. All prerequisite Hexagon software licenses that are necessary to operate the Covered Products for which Customer desires Services under the Agreement must also be included as Covered Products and listed on the Quote.

12. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

- 12.1. Additions of Covered Products to Maintenance.
 - 12.1.1. Additional Software Products from Hexagon. In the event Customer purchases additional licenses of Software Products from Hexagon during the term of this Agreement, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date of Service, and charges for the additional licenses, pursuant to the Agreement.
 - 12.1.2. Additional Software Products from a third party. In the event Customer obtains additional licenses of Software Products from an authorized reseller or by any other means, Customer agrees to promptly notify Hexagon in writing about the newly acquired Software Products, and upon receipt of such notice, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date on which Hexagon may commence the Services with respect to the copies of the Software Product pertaining to the additional licenses, and the charges that would be due in return for these Services pursuant to the Agreement.
 - 12.1.3. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the extension Quote submitted to Customer under Section 12.1.1 or Section 12.1.2 as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the extension Quote. If the Agreement is not entered into based on the extension Quote as well as the maintenance service contract terms and conditions in Section 4 regarding reinstatement of Services will apply to the additional licenses of Software Products. If, however, the additional Software Products are multiple, interdependent, or prerequisite licenses as described in Section 11 above, Services may not be declined, and Services and the appropriate monthly charges will begin on the effective date as shown on the extension Quote.
 - 12.1.4. Additional Software Products via Software Transfer Policy. Customer shall purchase Services on all additional licenses of Software Products for a site obtained via software license transfer. Any such software license transfers shall be in accordance with the

then-current Hexagon Software Transfer Policy and the EULA or other applicable Software License Agreement delivered with the Software Product.

12.2. Removal of Covered Products from Maintenance. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Covered Products from the Agreement for the renewal period. Neither party may remove Covered Products except upon Agreement renewal. Customer may not remove from the Agreement individual software licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that the copies of the Covered Product for which Customer desires to cease Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to reinstate Services for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

13. PAYMENT

- 13.1. Terms of Payment. Charges for Services are due and payable annually and in advance. For Customers desiring to pay quarterly and in advance instead of annually and in advance, Customer must request a revised Quote which shall include a convenience fee increase of fifteen percent (15%) of the total annual charges, which convenience fee Customer agrees to pay. The convenience fee shall be prorated and charged to the four quarterly invoices. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Products added during a Coverage Period shall be prorated to the remaining months of the Coverage Period, in whole month increments only, and such charges shall be due and payable in full upon receipt of invoice.
- 13.2 Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under this Agreement, (ii) under any other agreement between the parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary at least fifty percent (50%) owned by Customer, may not be rendered Services until all past due charges are paid in full. Additionally, Hexagon shall charge and Customer agrees to pay interest at the rate of two percent (2%) per month or the maximum amount allowed by law, whichever is less, for all amounts not received when due. The start of the Coverage Period shall not be postponed due to delayed payment of any charges. If Hexagon is required to use a collection agency or attorney to collect money owed by Customer, Customer agrees to pay the reasonable costs of collection. These collection costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees and court costs.
- 13.3 Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days of the date on the invoice. Customer waives any right to dispute a charge or receive a credit for a charge or Services that Customer does not report within such period.

14. CUSTOMER WARRANTIES

During the Coverage Period, Customer shall commit to the following:

- 14.1. Subject to Section 12.2, Customer warrants that for all Covered Products supported under the Agreement, all licenses of a Covered Product for which Customer has multiple copies in its possession and that are located at the site referenced on the Quote, and all prerequisite licenses necessary to operate Covered Products, are listed on the Quote. If all like Covered Products or prerequisite software licenses are not listed on the Quote, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.
- 14.2. Customer warrants that Services provided herein shall be utilized only for the quantity of Covered Products licenses listed on the Quote.
- 14.3. Customer shall, and Customer shall cause each of Customer's employees and representatives to, comply with each and every term and condition of the EULA and/or SLA applicable to the Covered Products supported under the Agreement.

15. INTELLECTUAL PROPERTY

- 15.1. Software License. Any Upgrades furnished hereunder shall remain the property of Hexagon, Hexagon's Affiliate or applicable third party, and are licensed in accordance with the then current Hexagon EULA, EULA of Hexagon's Affiliate or third party SLA, which shall supersede any EULA or SLA associated with prior releases of the Software Products or Third Party Software. Upon Customer's request, Hexagon shall provide customer with such EULA or SLA. Upon Hexagon's request, Customer agrees to execute a EULA or SLA, as applicable, for Covered Products provided without an included EULA or SLA.
- 15.2. Confidential Information. Hexagon and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions, and existence, of this Agreement shall be deemed Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information, data and other materials and work products produced by either Hexagon or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Agreement. Customer and Hexagon shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that their respective employees comply with these confidentiality provisions. This Section shall not apply to any particular information which either party can demonstrate (i) was, at the time of disclosure to it, generally publicly available; (ii) after disclosure to it, is published or otherwise becomes generally publicly available through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without restriction on disclosure; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such

information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

16. LIMITED WARRANTIES; WARRANTY DISCLAIMERS

- 16.1. Limited Warranties.
 - 16.1.1. Hexagon Services Warranty. Hexagon warrants for a period of thirty (30) days from the date of Services that the Services provided pursuant to this Agreement, in the form of a defect correction and/or maintenance services, will be performed with reasonable skill and care in accordance with the requirements set forth herein, provided the Covered Products for which the Services are provided are used under normal conditions and in strict accordance with the terms and conditions herein. Customer agrees to promptly notify Hexagon of any unauthorized use, repair, or modification, or misuse, as well as suspected defects in any Services provided pursuant to this Agreement.
 - 16.1.2. Hexagon Software Warranty. Hexagon warrants for a period of thirty (30) days from the date of shipment of any Software Product that, under normal use, software delivery media shall be free from defect in material or workmanship. Additional warranties for Software Products may be provided in the applicable Hexagon Terms and Conditions for Sale or other agreement between the parties governing the delivery of Software Products.
 - 16.1.3. Pass-Through Third Party Warranties. Third Party Software is only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.
 - 16.1.4. NO OTHER WARRANTIES. THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON. THE LIMITED WARRANTIES PROVIDE CUSTOMER WITH SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY JURISDICTION TO JURISDICTION. IF A GREATER WARRANTY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SERVICES OR COVERED PRODUCTS TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.
- 16.2. Remedies. In the event a warranted Service, Covered Product, or Update provided pursuant to this Agreement does not substantially comply with the limited warranties set forth in the Agreement, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in this Agreement.

Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in this Agreement, but in no other respects and for no other purpose.

WARRANTY DISCLAIMERS. ANY WARRANTIES HEREUNDER ARE VOID IF 16.3. FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY. OR INDIRECTLY. FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. CUSTOMER SHALL PROMPTLY NOTIFY HEXAGON OF ANY SUSPECTED DEFECTS IN COVERED PRODUCTS DELIVERY MEDIA. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, COVERED PRODUCTS. AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT. INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES WILL OPERATE UNINTERRUPTED OR ERROR FREE. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. HEXAGON MAY SHARE INFORMATION FROM TIME TO TIME RELATED TO ITS EXPECTED DIRECTION, ROADMAP, OR VISION FOR ITS PRODUCTS AND SERVICES, ALL OF WHICH IS SUBJECT TO CHANGE AT ANY TIME IN HEXAGON'S SOLE DISCRETION. CUSTOMER SHOULD NOT RELY UPON STATEMENTS, PRESENTATIONS, OR INFORMATION REGARDING FUTURE FEATURES, FUNCTIONS, OR PRODUCTS FOR ANY PURPOSE IN ABSENCE OF HEXAGON'S FORMAL AND EXPRESS CONTRACTUAL COMMITMENT TO DELIVER THE SAME.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HEXAGON OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO HEXAGON DURING THE PAST TWELVE MONTHS UNDER THIS AGREEMENT AS OF THE DATE THE EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

18. TERMINATION

This Agreement may only be terminated prior to its expiration in the following ways:

- 18.1. Either party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for the other party's business.
- 18.2. Customer fails to pay Hexagon any amount when due (i) under this Agreement; or (ii) under any other agreement between the parties.
- 18.3. Customer's license to the Covered Products for which Customer has purchased Services is terminated.

19. RESTRICTIONS

- Non-Solicitation of Employees. Customer agrees that it will not, without the prior 19.1. written consent of Hexagon, solicit or hire any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the term of this Agreement and for a period of twelve (12) months after the Agreement expires or is terminated. Customer agrees that a breach of this provision would cause actual and substantial damages to Hexagon such that it would be very difficult to calculate actual damages. Accordingly, any such breach will entitle Hexagon to recover liquidated damages from Customer in the amount equal to one (1) year of the affected employee's annual salary plus benefits for each such breach, as well as expenses, costs, and reasonable attorneys' fees incurred by Hexagon in seeking enforcement of this Agreement. Customer agrees that the foregoing amount is intended to be, and in fact is, a reasonable estimate of the actual damages that would be incurred by Hexagon if Customer were to breach this provision, and that this amount is not intended to be, and in fact is not, a penalty. In addition, Hexagon shall be entitled to equitable or injunctive relief to prevent further breaches. For purposes of this Section, the term "employee" means employees of Hexagon and/or any Hexagon subsidiary and/or any of Hexagon's subcontractors who directly support Customer.
- 19.2. United States Government Restricted Rights. If a Covered Product (including any Updates, documentation or technical data related to such Covered Products) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section also applies.
 - 19.2.1. For civilian agencies: The Covered Product was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).
 - 19.2.2. For units of the Department of Defense ("DoD"): The Covered Product was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).
 - 19.2.3. Notice: The Covered Product is "commercial computer software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "commercial computer software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable Third Party Software manufacturers are the manufacturers. This Covered Product is unpublished and all rights are reserved under the Copyright Laws of the United States.

- 19.3. Export Restrictions. All Software Products and all Third Party Software (including any Updates, documentation or technical data related to such software products) licensed, purchased, subscribed to or obtained, directly or indirectly, from Hexagon, its subsidiaries or distributors (collectively, "Export Controlled Products") are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. The Export Controlled Products, and the direct product thereof, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:
 - 19.3.1. To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.
 - 19.3.2. To any person or entity listed on any United States government denial list, including but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists (<u>www.bis.doc.gov/complianceandenforcement/liststocheck.htm</u>), the U.S. Department of Treasury Specially Designated Nationals List (<u>www.treas.gov/offices/enforcement/ofac/</u>), and the U.S. Department of State Debarred List (<u>http://www.pmddtc.state.gov/compliance/debar.html</u>).
 - 19.3.3. To any entity if Customer knows, or has reason to know, the end use of the Export Controlled Product is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.
 - 19.3.4. To any entity if Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of an Export Controlled Product should be addressed to Hexagon's Export Compliance Department, 305 Intergraph Way, Madison, Alabama, United States 35758 or at <u>exportcompliance@intergraph.com</u>.

20. TAXES

All charges under this Agreement are exclusive of each and every country's federal, provincial, state, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Customer shall be liable for, and shall indemnify and hold Hexagon harmless from and against, any and all Taxes. Taxes shall expressly exclude any federal, state, municipal, or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by Hexagon's income, capital and/or assets. The total invoice amount for charges under this Agreement is subject to increase by the amount of any Taxes which Hexagon is required to withhold, collect, or pay regarding the transactions under this Agreement so that Hexagon receives the full amount of the charges on Hexagon's invoices. Any certificate to exempt the Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

21. GENERAL

- 21.1. Third Party Providers. Hexagon reserves the right to provide Services through a third party provider.
- 21.2. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The Agreement supersedes any and all prior discussions and/or representations, whether written or oral, relating to the subject matter of the Agreement and no reference to prior dealings may be used to in any way modify the expressed understandings of the Agreement. Hexagon does not accept any contradictory or additional terms and conditions, even by accepting a purchase order referencing different terms and conditions. The Agreement may be amended only by a written instrument signed by authorized representatives of both parties, and cannot be amended by subsequent purchase order or writing received from Customer without the express

written consent of Hexagon. Any reproduction of the Agreement made by reliable means (for example, photocopy or facsimile) will be deemed an original.

- 21.3. Order of Precedence. In the event of a conflict between the documents that form the Agreement, the order of precedence will be as follows: (i) any addenda executed by Hexagon and Customer, with the latest addendum taking precedence over any earlier addenda; (ii) the Quote; and (iii) these Terms and Conditions.
- 21.4. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement.
- 21.5. Headings. The various headings in these Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions or any section or provision of these Terms and Conditions.
- 21.6. No Waiver. Any failure by either party to enforce performance of the Agreement shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of the Agreement.
- 21.7 Notices. Any notice or other communication ("Notice") required or permitted under the Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Hexagon's address for Notices is Hexagon Safety & Infrastructure, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.
- 21.8 Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this Agreement, without Customer's approval, to (i) an entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service under this Agreement; (ii) an entity which acquires all or substantially all of the Software Products or product line assets subject to this Agreement; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by Customer to sublicense, assign or transfer any of Customer's rights or obligations under this Agreement, except as expressly provided in this Agreement, is void.
- 21.9 Force Majeure. Except for payment obligations under the Agreement, neither party shall be liable for any failure to perform or observe any of its obligations under this Agreement for as long as and to the extent that such performance is prevented or hindered by any circumstances beyond its reasonable control. By way of example, and not limitation, such causes may include acts of God or public enemies; labor disputes; acts of local, state, or national governments or public agencies; utility or communications failure; fire; flood; epidemics; riots; or strikes. The time for performance of any right or obligation delayed by such events will be postponed for a period equal to the delay. If, however, a party is subject to a force majeure that endures for more than sixty (60) calendar days, the other party has a right to terminate the Agreement upon providing thirty (30) calendar days prior written notice to the party subject to the force majeure.
- 21.10 Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama and shall be deemed to have been accepted in Madison, Alabama, United States. The parties agree that any legal

action or proceeding relating to this Agreement shall be instituted in the Circuit Court for Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division. The parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceedings. This Agreement shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- 21.11 Waiver of Jury Trial. Hexagon and Customer each hereby waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to this Agreement.
- 21.12 Injunctive Relief; Cumulative Remedies. Customer acknowledges and agrees that a breach of the Agreement by Customer could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. Customer agrees that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of the Agreement by Customer, and Customer expressly waives any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.
- 21.13 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.
- 21.14 Governing Language. The controlling language of this Agreement is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only.
- 21.15 Survival. The provisions of the Agreement which require or contemplate performance after the expiration or termination of the Agreement shall be enforceable notwithstanding said expiration or termination.

SGI-10012015

COUNCIL COMMUNICATION

- **FROM:** City Manager
- **DATE:** 06/20/2017
- SUBJECT: Outgoing Payment Log and June 9 & 16, 2017 City Check Registers Receive and File.

Attachments

City Outgoing Payment Log May 2017 06-09-17 City Check Register 06-16-17 City Check Register

City of Brea Outgoing Payment Log May 2017

Effective Date	Vendor	Description		Amount
General Account E	ectronic payments			
5/3/2017	Citizens Business Bank	Credit card processing fees		2,502.06
5/4/2017	CALPERS	Member retirement		386,339.03
5/9/2017	CALPERS	Medical payment		390,452.95
5/10/2017	Citizens Business Bank	Check order		68.69
5/11/2017	LAIF	Funds invested		1,500,000.00
5/12/2017	CA SDU	Child support payments		1,076.64
5/12/2017	EDD	Payroll State taxes		50,597.43
5/12/2017	Brea Payroll	Employee deductions		105,583.01
5/12/2017	IRS	Payroll Federal taxes		174,251.58
5/12/2017	Brea Payroll	Brea staff payroll		830,866.25
5/15/2017	CALPERS	Member retirement		387,246.19
5/16/2017	Paymentus	Monthly service fee - April		3,837.00
5/19/2017	Citizens Business Bank	Monthly banking service fee - May		1,651.00
5/22/2017	St. Board of Equalization	Self-assessed sales tax payment		717.00
5/26/2017	CA SDU	Child support payments		1,138.29
5/26/2017	Brea Payroll	Brea staff payroll		957,391.45
5/26/2017	Brea Payroll	Employee deductions		100,392.51
5/26/2017	EDD	Payroll State taxes		64,931.49
5/26/2017	IRS	Payroll Federal taxes		202,055.99
5/30/2017	ILIAOC Payroll	ILJAOC staff salary & payroll taxes		13,014.68
5/30/2017	Bank of New York Mellon	BAB IRS refund		30,647.50
			Subtotal	5,204,760.74
Imprest Account	<u>is</u>			
	Various	Workers Compensation Claims		218,770.42
	Various	General Liability Claims		779.00
	Various	Water and Business License refunds		-
			Subtotal	219,549.42
			\$	5,424,310.16

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
	AT&T CALNET	06/09/2017		110141471	7148540763155 4/15	\$75.48
		AT&T CALNET			Total Check Amount:	\$75.48
175168	AT&T CALNET	06/09/2017	20391	110141471	9391011961 4/28	\$230.19
		06/09/2017	20391	110141471	9391011963 4/28	\$19.75
		06/09/2017	20391	110141471	9391011965 4/28	\$38.30
		06/09/2017	20391	110141471	9391011966 4/28	\$55.43
		06/09/2017	20391	110141471	9391011971 4/28	\$37.59
		06/09/2017	20391	110141471	9391011972 4/28	\$148.57
		06/09/2017	20391	110141471	9391011973 4/28	\$39.52
		06/09/2017	20391	110141471	9391011975 4/28	\$3,975.13
		06/09/2017	20391	110141471	9391011976 4/28	\$898.61
		06/09/2017	20391	110141471	9391011978 4/28	\$775.70
		06/09/2017	20391	110141471	9391011979 4/28	\$82.83
		06/09/2017	20391	110141471	9391023157 4/28	\$19.75
		06/09/2017	20391	110141471	9391023158 4/28	\$36.90
		06/09/2017	20391	110141471	9391023159 4/28	\$20.37
		06/09/2017	20391	110141471	9391032589 4/28	\$0.26
		06/09/2017	20391	110141471	9391052504 4/28	\$274.15
		06/09/2017	20391	110141471	9391052507 4/28	\$274.15
		06/09/2017	20391	110141471	9391057787 4/28	\$343.44
		06/09/2017	20391	420515131	9391011964 4/28	\$37.56
		06/09/2017	20391	420515131	9391011967 4/28	\$0.27
		06/09/2017	20391	420515131	9391011977 4/28	\$634.82
			AT&T CAL	.NET	Total Check Amount:	\$7,943.29
175169	AT&T CALNET	06/09/2017	20391	110141471	9391011962 5/13	\$19.72
			AT&T CAL	.NET	Total Check Amount:	\$19.72
175170	AT&T CALNET	06/09/2017	20391	110141471	9391011970 5/15	\$75.36
			AT&T CAL	.NET	Total Check Amount:	\$75.36
175171	BOTACH TACTICAL	06/09/2017	5214	110212131	LITHIUM BATTERIES	\$559.80
		BC	ΤΑCΗ ΤΑΟ	CTICAL	Total Check Amount:	\$559.80
175172	BREA/ORANGE COUNTY PLUMBING	06/09/2017	3781	110515125	RESTROOM REPAIR @ DT	\$531.80
		06/09/2017	3781	110515125	RESTROOM REPAIR @DT	\$220.00
		06/09/2017	3781	490515151	MAIN LINE STPGE @YARD	\$185.00
		06/09/2017	3781	490515151	MAINLINE STOPPGE: YARD	\$790.00
		06/09/2017	3781	490515151	REROUTE FS3 GAS MAIN	\$16,880.00
BREA/ORANGE COUNTY PLUMBING Total Check Amount:						\$18,606.80
175174	BUSINESS CARD	06/09/2017	18749	110212131	BSCARD PD ADM 052317	\$2,820.00
		06/09/2017	18749	110212131	BSCARD PD INV 052317	\$2,141.71

City Check Register for: Jun 9, 2017

City Check Register for: Jun 9, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175174	BUSINESS CARD	06/09/2017	18749	110222211	BSCARD FIRE 052317	\$1,284.67
		06/09/2017	18749	110222231	BSCARD FIRE 042317	\$21.30
		06/09/2017	18749	110222231	BSCARD FIRE 052317	\$325.33
		06/09/2017	18749	110404211	BSCARD CS II 052317	\$1,053.00
		06/09/2017	18749	110404217	BSCARD CS 052317	\$244.07
		06/09/2017	18749	110404420	BSCARD CS 052317	\$6.44
		06/09/2017	18749	110404425	BSCARD CS 052317	\$51.59
		06/09/2017	18749	110404428	BSCARD CS 052317	\$33.27
		06/09/2017	18749	110404429	BSCARD CS 052317	\$231.57
		06/09/2017	18749	110404521	BSCARD CS III 052317	\$251.40
		06/09/2017	18749	110404523	BSCARD CS II 052317	\$2,818.72
		06/09/2017	18749	110515141	BSCARD PARKS 052317	\$37.56
		06/09/2017	18749	420515131	0423 FIN CHG REVERSED	(\$15.69)
		06/09/2017	18749	420515131	BSCARD FIN CHG 052317	\$10.14
		06/09/2017	18749	420515131	BSCARD WATER 052316	\$277.08
		06/09/2017	18749	950000000	ILJAOC BSCARD JM 0517	\$17.96
		06/09/2017	18749	950000000	ILJAOC BSCARD MJ 0517	\$9.12
		В	USINESS	CARD	Total Check Amount:	\$11,619.24
175175	BUTLER CHEMICALS, INC.	06/09/2017	6515	490515151	DW SVC BCC MAY17	\$110.98
		06/09/2017	6515	490515151	DW SVC SR CTR MAY17	\$167.01
		BUTL	ER CHEMI	CALS, INC.	Total Check Amount:	\$277.99
175176	CANNINGS ACE HARDWARE	06/09/2017	15828	110515121	SIGN HARDWARE	\$107.06
		06/09/2017	15828	490515151	DRILL BITS	\$21.63
		CANNIN	GS ACE H	ARDWARE	Total Check Amount:	\$128.69
175177	CHEMSEARCH	06/09/2017		410515124	CITRATECH	\$1,043.43
			CHEMSEA		Total Check Amount:	\$1,043.43
175178	CINTAS FAS	06/09/2017		110404542	FST AID SUPPLIES THTR	\$67.65
475470		00/00/0047	CINTAS		Total Check Amount:	\$67.65
175179	CITY OF BREA - WATER DEPT	06/09/2017		341515112	WATER 4/6-5/8/17	\$1,575.88
		06/09/2017		343515112	WATER 4/6-5/8/17	\$952.72
		06/09/2017		345515112	WATER 4/6-5/8/17	\$3,706.90
		06/09/2017		346515112	WATER 4/6-5/8/17	\$10,859.38
		06/09/2017		347515112	WATER 4/6-5/8/17	\$500.81
		06/09/2017		880515113	WATER 4/6-5/8/17	\$36.77
175190	CLIMATEC LLC			400515151	Total Check Amount: ALERTON TECHSUPP 0517	\$17,632.46 \$434.26
175180		06/09/2017		490515151	Total Check Amount:	\$434.26 \$434.26
175181	COMMERCIAL AQUATIC SERVICES, INC.	06/09/2017		490515151	MECH SVC @ PLUNGE	\$284.21
110101	SOMMENTINE AQUATIO SERVICES, INC.	00/03/2017	20010			ψ204.21

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
				C SERVICES, IN	IC. Total Check Amount:	\$284.21
175182	COSTCO/CAPITAL ONE COMMERCIAL	06/09/2017	5252	110404217	TEEN ZONE FOOD	\$90.51
		COSTCO/CAP	PITAL ONE	COMMERCIAL	Total Check Amount:	\$90.51
175183	COUNTY OF ORANGE	06/09/2017	4799	110212131	ANIMAL CARE JAN-MAR17	\$40,236.00
		cou	NTY OF O	RANGE	Total Check Amount:	\$40,236.00
175184	COUNTY OF ORANGE	06/09/2017	4799	110212122	PRKNG CITATIONS APR17	\$11,342.00
		cou	NTY OF O	RANGE	Total Check Amount:	\$11,342.00
175185	CYBERSOURCE CORPORATION	06/09/2017	25266	110404542	BOX OFFICE CC PROC	\$29.40
		CYBERSO	URCE COF	PORATION	Total Check Amount:	\$29.40
175186	DELTA DENTAL INSURANCE COMPANY	06/09/2017	26074	110	05-R103125 DENTAL JUN	\$1,526.99
		06/09/2017	26074	110	05-R103125 DENTAL MAY	\$1,466.51
	D	ELTA DENTA	L INSURA	NCE COMPAN	Total Check Amount:	\$2,993.50
175187	BOB DETAR	06/09/2017	26909	110000000	TICKET REF: ALLEYCATS	\$24.00
			BOB DET	A R	Total Check Amount:	\$24.00
175188	DJS PLUS	06/09/2017	8022	110404217	6TH GR DANCE 5/5/17	\$400.00
		06/09/2017	8022	110404224	FTHR-DGHTR DANCE 6/16	\$500.00
			DJS PL	US	Total Check Amount:	\$900.00
175189	EDISON CO	06/09/2017	3343	110515121	ELECTRICITY APR-MAY17	\$1,278.90
		06/09/2017	3343	110515125	ELECTRICITY APR-MAY17	\$6,400.05
		06/09/2017	3343	490515151	ELECTRICITY APR-MAY17	\$3,280.53
			EDISON	со	Total Check Amount:	\$10,959.48
175190	EISEL ENTERPRISES INC	06/09/2017	2782	110515121	TRAFFIC LID	\$54.95
		EISEI		RISES INC	Total Check Amount:	\$54.95
175191	ERIC HOOD PHOTOGRAPHY	06/09/2017	25078	110404312	CNTENNIAL PHOTOGRAPHY	\$400.00
		ERIC HO	OD PHOT	OGRAPHY	Total Check Amount:	\$400.00
175192	LINDA ERICKSEN	06/09/2017	26905	110000000	CANCELLATION FEE	(\$5.00)
		06/09/2017	26905	110000000	REFUND:WTRCLR WRKSHP	\$80.00
		L	INDA ERIO	CKSEN	Total Check Amount:	\$75.00
175193	FORTEL TRAFFIC, INC.	06/09/2017	14843	110515121	SPEED SIGNS REPAIRS	\$2,989.88
		FOI	RTEL TRA	FFIC, INC.	Total Check Amount:	\$2,989.88
175194	STACEY FOSTER	06/09/2017	26904	420000000	CLOSED WATER ACCOUNT	\$21.38
		S	TACEY FO	STER	Total Check Amount:	\$21.38
175195	HARRINGTON GEOTECHNICAL ENG.INC.	06/09/2017	15251	510707903	MATLS TESTNG LVL4 PKG	\$11,174.65
	н	ARRINGTON	GEOTECH	INICAL ENG.IN	C. Total Check Amount:	\$11,174.65
175196	IMAGINE PRINTWORKS, INC.	06/09/2017	26139	110111111	DEPT APPAREL	\$35.00
		06/09/2017	26139	110111143	DEPT APPAREL	\$82.00
		IMAGIN	IE PRINTV	VORKS, INC.	Total Check Amount:	\$117.00
175197	KABBARA ENGINEERING	06/09/2017	23694	510707310	TAMRCK/CENTRL DEC-APR	\$39,280.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		KABB	ARA ENGI	NEERING	Total Check Amount:	\$39,280.00
175198	KIM IRONWORKS INC.	06/09/2017	20325	110515125	EMERG RPR:HANDRAILS	\$5,950.00
		KIM	IRONWOR	RKS INC.	Total Check Amount:	\$5,950.00
175199	YONG KIM	06/09/2017	26903	420000000	CLOSED WATER ACCOUNT	\$23.70
			YONG K	(IM	Total Check Amount:	\$23.70
175200	LACEY CUSTOM LINENS, INC.	06/09/2017	2772	110141441	APRIL GAS SURCHARGE	\$17.00
		06/09/2017	2772	110141441	LINEN CLEANING	\$203.03
		06/09/2017	2772	110404542	LINEN CLEANING	\$16.75
		LACEY	CUSTOM	LINENS, INC.	Total Check Amount:	\$236.78
175201	LIFE-ASSIST, INC.	06/09/2017	10530	110222222	EMS EQUIPMENT CASE	\$213.02
			LIFE-ASSI	ST, INC.	Total Check Amount:	\$213.02
175202	ERIC LOWY	06/09/2017	26276	110404312	CNTENNIAL PHOTOGRAPHY	\$330.00
			ERIC LO	WY	Total Check Amount:	\$330.00
175203	LSA ASSOCIATES, INC.	06/09/2017	25757	510707251	SR57 NOISE ANALYSIS	\$910.00
		LSA	ASSOCIA	TES, INC.	Total Check Amount:	\$910.00
175204	MATAX	06/09/2017	25580	110000000	15/16 ASSSMNT REF FEE	\$4,361.10
		MATAX Total Check Amount				\$4,361.10
175205	JAMES MCNEELY	06/09/2017	26878	830	REFUND PW PERMIT	\$2,000.00
		JA	MES MCN	EELY	Total Check Amount:	\$2,000.00
175206	NEW PIG CORPORATION	06/09/2017	13534	110515124	FILTER SOCKS	\$2,976.92
		NEWI	PIG CORPO	ORATION	Total Check Amount:	\$2,976.92
175207	OFFICE DEPOT, INC	06/09/2017	4743	110111143	BATTERIES/COFFEE	\$64.51
		06/09/2017	4743	110111161	FASTN FLDR ENDTAB	\$30.86
		06/09/2017	4743	110141411	OFFICE SUPPLIES	\$32.58
		06/09/2017	4743	110141471	HP BLACK TONER	\$133.72
		06/09/2017	1713	440444474	TONED	#404.00
		00/00/2011	4745	110141471	TONER	\$134.92
		06/09/2017		110141471	ENGINEERING SUPPLIES	\$134.92 \$41.69
		06/09/2017		110515171		
175208	CARMENCITA ORLINA	06/09/2017	4743 F FICE DEP	110515171	ENGINEERING SUPPLIES	\$41.69
175208	CARMENCITA ORLINA	06/09/2017 Ol 06/09/2017	4743 F FICE DEP	110515171 07, INC 420000000	ENGINEERING SUPPLIES	\$41.69 \$438.28
175208 175209	CARMENCITA ORLINA OVERLAND PACIFIC & CUTLER, INC.	06/09/2017 Ol 06/09/2017	4743 FFICE DEF 26901 MENCITA	110515171 07, INC 420000000	ENGINEERING SUPPLIES Total Check Amount: CLOSED WATER ACCOUNT	\$41.69 \$438.28 \$13.49
		06/09/2017 0/ 06/09/2017 CAR	4743 FFICE DEF 26901 MENCITA 15409	110515171 POT, INC 420000000 ORLINA	ENGINEERING SUPPLIES Total Check Amount: CLOSED WATER ACCOUNT Total Check Amount:	\$41.69 \$438.28 \$13.49 \$13.49
		06/09/2017 06/09/2017 CAR 06/09/2017 06/09/2017	4743 FFICE DEF 26901 MENCITA 15409 15409	110515171 POT, INC 420000000 ORLINA 510707310	ENGINEERING SUPPLIESTotal Check Amount:CLOSED WATER ACCOUNTTotal Check Amount:CENTRAL/TAMARCK APR17AROVISTA RESTOR PROJ	\$41.69 \$438.28 \$13.49 \$13.49 \$455.00
		06/09/2017 06/09/2017 CAR 06/09/2017 06/09/2017	4743 FFICE DEF 26901 MENCITA 15409 15409 D PACIFIC	110515171 07, INC 420000000 ORLINA 510707310 510707922	ENGINEERING SUPPLIESTotal Check Amount:CLOSED WATER ACCOUNTTotal Check Amount:CENTRAL/TAMARCK APR17AROVISTA RESTOR PROJ	\$41.69 \$438.28 \$13.49 \$13.49 \$455.00 \$97.50
175209	OVERLAND PACIFIC & CUTLER, INC.	06/09/2017 0/ 06/09/2017 CAR 06/09/2017 06/09/2017	4743 FFICE DEF 26901 MENCITA 15409 15409 D PACIFIC	110515171 207, INC 420000000 ORLINA 510707310 510707922 & CUTLER, INC 110	ENGINEERING SUPPLIESTotal Check Amount:CLOSED WATER ACCOUNTTotal Check Amount:CENTRAL/TAMARCK APR17AROVISTA RESTOR PROJTotal Check Amount:C. Total Check Amount:	\$41.69 \$438.28 \$13.49 \$13.49 \$455.00 \$97.50 \$552.50
175209	OVERLAND PACIFIC & CUTLER, INC.	06/09/2017 0/ 06/09/2017 CAR 06/09/2017 06/09/2017	4743 FFICE DEF 26901 MENCITA 15409 15409 D PACIFIC 26906 TED PHIL	110515171 207, INC 420000000 ORLINA 510707310 510707922 & CUTLER, INC 110	ENGINEERING SUPPLIESTotal Check Amount:CLOSED WATER ACCOUNTTotal Check Amount:CENTRAL/TAMARCK APR17AROVISTA RESTOR PROJC. Total Check Amount:REFUND-KARATE	\$41.69 \$438.28 \$13.49 \$13.49 \$455.00 \$97.50 \$552.50 \$9.62
175209 175210	OVERLAND PACIFIC & CUTLER, INC. TED PHILLIPS PLANNING DIRECTORS ASSOC OF ORG CTY	06/09/2017 06/09/2017 06/09/2017 06/09/2017 06/09/2017 06/09/2017	4743 FFICE DEF 26901 MENCITA 15409 15409 D PACIFIC 26906 TED PHIL 5380	110515171 OT, INC 420000000 ORLINA 510707310 510707922 & CUTLER, INC 110 LIPS	ENGINEERING SUPPLIES Total Check Amount: CLOSED WATER ACCOUNT Total Check Amount: CENTRAL/TAMARCK APR17 AROVISTA RESTOR PROJ C. Total Check Amount: REFUND-KARATE Total Check Amount: PDOAC JUNE LUNCH	\$41.69 \$438.28 \$13.49 \$13.49 \$455.00 \$97.50 \$552.50 \$9.62 \$9.62

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175212	PLUMBING WHOLESALE OUTLET, INC.	06/09/2017	18392	490515151	CM FOR S100156907.002	(\$99.94)
		06/09/2017	18392	490515151	CM FOR S100157553.001	(\$142.59)
		06/09/2017	18392	490515151	JAIL RESTROOM REP:CCC	\$181.86
		06/09/2017	18392	490515151	KITCHEN FAUCET REPAIR	\$46.02
		06/09/2017	18392	490515151	POOL EQUIPMENT REPAIR	\$39.74
		06/09/2017	18392	490515151	SLOAN KITS @ PLUNGE	\$254.59
		PLUMBING V	VHOLESA	E OUTLET, INC	C. Total Check Amount:	\$325.66
175213	PRO-COURIER INC.	06/09/2017	26907	110000000	SUBPOENA CK#16305	\$275.00
		Pl	RO-COURI	ER INC.	Total Check Amount:	\$275.00
175214	RALPHS CUSTOMER CHARGES	06/09/2017	1148	110404541	MICA OPNING RECEPTION	\$346.66
		RALPHS C	USTOME	R CHARGES	Total Check Amount:	\$346.66
175215	REGENTS OF U.C.	06/09/2017	6408	110212121	VIOLNT CRIME ANALYSS	\$195.00
		F	REGENTS	OF U.C.	Total Check Amount:	\$195.00
175216	PAUL RUBALCABA	06/09/2017	26910	110000000	TICKET REF: ALLEYCATS	\$48.00
		PA	UL RUBAL	.CABA	Total Check Amount:	\$48.00
175217	SCAG	06/09/2017	1341	110141413	FY 17/18 DUES	\$4,380.00
			SCAG	;	Total Check Amount:	\$4,380.00
175218	SHRED-IT USA	06/09/2017	7438	110212122	PD DOC DESTR 041817	\$96.00
		06/09/2017	7438	110212122	PD DOC DESTR 050217	\$96.00
			SHRED-IT	USA	Total Check Amount:	\$192.00
175219	SITMATIC	06/09/2017	24416	110515171	ARMCHAIRS 2	\$1,079.32
			SITMA	ΤΙϹ	Total Check Amount:	\$1,079.32
175220	SOUTHWEST SCHOOL & OFFICE SUPPLY	06/09/2017	25945	490515151	LIQUID SOAP	\$322.89
	S	OUTHWEST S	CHOOL &	OFFICE SUPPL	Y Total Check Amount:	\$322.89
175221	SPARKLETTS	06/09/2017	3001	110141441	5GAL WTR BOTTLS APR17	\$380.55
		06/09/2017	3001	110141441	RENTAL APR 2017	\$94.64
			SPARKLE	TTS	Total Check Amount:	\$475.19
175222	SPRINT	06/09/2017	15443	110141471	INV #114 4/15-5/14	\$1,031.44
		06/09/2017	15443	110212121	INV #114 4/15-5/14	\$218.94
			SPRIN	ΙΤ	Total Check Amount:	\$1,250.38
175223	STAR PAPER	06/09/2017	13639	110141441	PAPER	\$1,465.08
			STAR PA	PER	Total Check Amount:	\$1,465.08
175224	MICHALANE THOMAS	06/09/2017	26902	420000000	CLOSED WATER ACCOUNT	\$150.00
		MICI	HALANE T	HOMAS	Total Check Amount:	\$150.00
175225	JOSE LUIS GONZALEZ TORRES	06/09/2017	26908	110000000	CITATION REFUND	\$66.00
		JOSE LU	IS GONZA	LEZ TORRES	Total Check Amount:	\$66.00
175226	TOTAL ADMINISTRATIVE SERVICE CORP.	06/09/2017	26329	110141481	MAY17 FLEX ACCT FEES	\$296.25
		TOTAL ADMIN	IISTRATIV	E SERVICE CO	RP. Total Check Amount:	\$296.25

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175227	UNITED RENTALS NORTHWEST, INC.	06/09/2017	7051	110404312	CENTENNIAL PCNC GEN	\$1,044.04
		06/09/2017	7051	490515151	BOOM RENTAL @ CCC	\$894.38
		UNITED REI	NTALS NO	RTHWEST, INC	. Total Check Amount:	\$1,938.42
175228	URBAN GRAFFITI ENTERPRISES INC.	06/09/2017	4352	110515121	GRAFFTI REMOVAL APR17	\$2,000.00
		URBAN GR	AFFITI EN	TERPRISES INC	C. Total Check Amount:	\$2,000.00
					Check Subtotal	\$212,317.39
V24631	ABF PRINTING	06/09/2017	26673	110404312	CENTENNIAL T-SHIRTS	\$2,834.58
		06/09/2017	26673	110404312	CNTNL SHIRTS YOUTH	\$526.78
			ABF PRIN	TING	Total Check Amount:	\$3,361.36
V24632	AFLAC-ACCOUNT #EZA73	06/09/2017	22923	110	ACC/CANCER INS MAY17	\$5,805.00
		AFLAC	C-ACCOUN	IT #EZA73	Total Check Amount:	\$5,805.00
V24633	ALBERT GROVER & ASSOCIATES	06/09/2017	23588	510707709	BIRCH ST TSSP MAR17	\$5,250.00
		ALBERT G	ROVER & .	ASSOCIATES	Total Check Amount:	\$5,250.00
V24634	ANAHEIM ICE MANAGEMENT	06/09/2017	15170	110404145	ICE SKATING	\$88.00
		ANAHEII	\$88.00			
V24635	ARC IMAGING RESOURCES	06/09/2017	23273	110141471	PLOTTER SUPPLIES	\$419.96
		06/09/2017	23273	110323211	PLOTTER SUPPLIES	\$419.96
		06/09/2017	23273	110515171	PLOTTER SUPPLIES	\$419.97
		ARC IM	AGING RE	SOURCES	Total Check Amount:	\$1,259.89
V24636	BREA TOWING	06/09/2017	16399	110212121	TOWING: LOG# 14-2396	\$4,695.00
		06/09/2017	16399	110212121	TOWING: LOG# 17-1158	\$150.00
		06/09/2017	16399	110212121	TOWING: LOG# 17-291	\$1,497.50
		06/09/2017	16399	110212121	TOWING: LOG# 17-863	\$1,450.00
			BREA TOV	VING	Total Check Amount:	\$7,792.50
V24637	BSN SPORTS.INC.	06/09/2017	13093	110404426	PITCHING RUBBERS	\$356.10
		В	SN SPOR	TS.INC.	Total Check Amount:	\$356.10
V24638	CIGNA BEHAVIORAL HEALTH, INC.	06/09/2017	26628	110141481	EAP SERVICES JUN 17	\$1,197.39
		CIGNA BE	HAVIORAL	. HEALTH, INC.	Total Check Amount:	\$1,197.39
V24640	CINTAS CORPORATION #640	06/09/2017	25884	110212131	APR17 CHGS TO PO68107	(\$85.20)
		06/09/2017	25884	110212131	UNIFORM SVC APR 2017	\$85.20
		06/09/2017	25884	110212131	UNIFORM SVC MAY 2017	\$85.20
		06/09/2017	25884	110515121	APR17 CHGS TO PO68107	(\$54.20)
		06/09/2017	25884	110515121	UNIFORM SVC APR 2017	\$54.20
		06/09/2017	25884	110515121	UNIFORM SVC MAY 2017	\$54.20
		06/09/2017	25884	110515125	APR17 CHGS TO PO68107	(\$55.48)
		06/09/2017	25884	110515125	UNIFORM SVC APR 2017	\$55.48
		06/09/2017	25884	110515125	UNIFORM SVC MAY 2017	\$55.48
		06/09/2017	25884	110515141	APR17 CHGS TO PO68107	(\$330.69)

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24640	CINTAS CORPORATION #640	06/09/2017	25884	110515141	UNIFORM SVC APR 2017	\$330.69
		06/09/2017	25884	110515141	UNIFORM SVC MAY 2017	\$155.28
		06/09/2017	25884	110515143	UNIFORM SVC MAY 2017	\$88.18
		06/09/2017	25884	110515144	APR17 CHGS TO PO68107	(\$167.04)
		06/09/2017	25884	110515144	UNIFORM SVC APR 2017	\$167.04
		06/09/2017	25884	110515144	UNIFORM SVC MAY 2017	\$112.57
		06/09/2017	25884	360515145	APR17 CHGS TO PO68107	(\$63.24)
		06/09/2017	25884	360515145	UNIFORM SVC APR 2017	\$63.24
		06/09/2017	25884	360515145	UNIFORM SVC MAY 2017	\$49.84
		06/09/2017	25884	420515131	APR17 CHGS TO PO68107	(\$136.60)
		06/09/2017	25884	420515131	UNIFORM SVC APR 2017	\$136.60
		06/09/2017	25884	420515131	UNIFORM SVC MAY 2017	\$266.90
		06/09/2017	25884	430515123	APR17 CHGS TO PO68107	(\$79.98)
		06/09/2017	25884	430515123	UNIFORM SVC APR 2017	\$79.98
		06/09/2017	25884	430515123	UNIFORM SVC MAY 2017	\$68.32
		06/09/2017	25884	440515122	APR17 CHGS TO PO68107	(\$32.00)
		06/09/2017	25884	440515122	UNIFORM SVC APR 2017	\$32.00
		06/09/2017	25884	440515122	UNIFORM SVC MAY 2017	\$32.00
		06/09/2017	25884	480515161	APR17 CHGS TO PO68107	(\$214.98)
		06/09/2017	25884	480515161	UNIFORM SVC APR 2017	\$214.98
		06/09/2017	25884	480515161	UNIFORM SVC MAY 2017	\$211.92
		06/09/2017	25884	490515151	APR17 CHGS TO PO68107	(\$394.20)
		06/09/2017	25884	490515151	UNIFORM SVC APR 2017	\$394.20
		06/09/2017	25884	490515151	UNIFORM SVC MAY 2017	\$394.00
		CINTAS	CORPOR	ATION #640	Total Check Amount:	\$1,573.89
V24641	CIVILSOURCE INC	06/09/2017	22210	110000000	STAFF AUGMNTATN APR17	\$1,650.00
		06/09/2017	22210	110000000	STAFF AUGMNTATN MAR17	\$1,250.00
		06/09/2017	22210	110515171	STAFF AUGMNTATN APR17	\$200.00
		06/09/2017	22210	510707310	STAFF AUGMNTATN APR17	\$450.00
		06/09/2017	22210	510707873	TRACKS @BREA S6 MAR17	\$19,836.00
		06/09/2017	22210	510707936	STAFF AUGMNTATN APR17	\$50.00
		С	IVILSOUR	CE INC	Total Check Amount:	\$23,436.00
V24642	COLONIAL LIFE PROCESSING CENTER	06/09/2017	26071	110	E4504064 ST DISAB MAY	\$1,435.66
		COLONIAL LI	FE PROCE	ESSING CENTE	R Total Check Amount:	\$1,435.66
V24643	JEFFREY COVER	06/09/2017	25721	110212111	TRAINING	\$48.15
		JI	EFFREY C	OVER	Total Check Amount:	\$48.15
V24644	DELORES COWAN	06/09/2017		110404214	CHEERLDNG DRILL TEAM	\$249.00
		DE	LORES CO	OWAN	Total Check Amount:	\$249.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24645	DELTA DENTAL PLAN OF CALIFORNIA	06/09/2017	3411	110	04-05253 DENTAL JUN17	\$18,924.41
		06/09/2017	3411	110	04-05253 DENTAL MAY17	\$19,419.51
		DELTA DENT	A Total Check Amount:	\$38,343.92		
V24646	DOG DEALERS, INC	06/09/2017	3573	110404145	DOG OBEDIENCE TRNG	\$206.43
		DC	OG DEALE	RS, INC	Total Check Amount:	\$206.43
V24647	EQUIPMENT DIRECT INC	06/09/2017	4522	110515121	SAFETY VEST	\$239.23
		EQUI	Total Check Amount:	\$239.23		
V24648	EXTERMINETICS OF SO CALIF INC	06/09/2017	3298	110515125	PEST CONTROL SERVICES	\$240.00
		06/09/2017	3298	490515151	PEST CONTROL SERVICES	\$490.00
		EXTERMI	NETICS OF	SO CALIF INC	Total Check Amount:	\$730.00
V24649	FARONICS CORPORATION	06/09/2017	17291	110141471	DEEP FREEZE:17/18 MNT	\$3,178.56
		FARON	ICS CORP	ORATION	Total Check Amount:	\$3,178.56
V24650	FEDEX	06/09/2017	3495	110111143	TRANS/HANDLG SERVICES	\$47.66
			FEDE	x	Total Check Amount:	\$47.66
V24651	FIBRETECH INSTALLATIONS	06/09/2017	9576	510707930	RUN WIRES: DIS-LOCKER	\$440.00
		FIBRET	ECH INST	ALLATIONS	Total Check Amount:	\$440.00
V24652	FUN WITH HORSES	06/09/2017	15171	110404145	HORSE FUN CLASSES	\$112.50
		FU	N WITH H	ORSES	Total Check Amount:	\$112.50
V24653	GALE SUPPLY COMPANY	06/09/2017	21090	490515151	LINERS	\$636.16
		GALE	SUPPLY C	OMPANY	Total Check Amount:	\$636.16
V24654	HCI SYSTEMS INC	06/09/2017	25112	490515151	FIRE ALARM TESTNG BCC	\$3,360.00
		н	CI SYSTE	MS INC	Total Check Amount:	\$3,360.00
V24655	HITECH SOFTWARE INC	06/09/2017	19937	110515125	CAR COUNT MAINT JUN17	\$920.00
		HITE	СН ЅОГТИ	VARE INC	Total Check Amount:	\$920.00
V24656	HOUSING PROGRAMS	06/09/2017	26542	280323215	HSG RHB SVC 4/16-5/25	\$2,175.00
		HOUS	SING PRO	GRAMS	Total Check Amount:	\$2,175.00
V24657	HUNTINGTON COURT REPORTS&TRANSCRIP.	06/09/2017	18131	110212122	TRNSCRPTN 5/1-5/15/17	\$1,250.82
	HUN	TINGTON COL	JRT REPO	RTS&TRANSC	RIP. Total Check Amount:	\$1,250.82
V24658	IMPRESSIVE SCREENWORKS	06/09/2017	1815	110404521	CENTENNIAL TRAVEL GRP	\$134.00
		IMPRESS	IVE SCRE	ENWORKS	Total Check Amount:	\$134.00
V24659	INFOSEND, INC.	06/09/2017	19016	110404422	2017 SWIM PROGRAM	\$111.17
		06/09/2017	19016	110404542	LITTLE MERMAID	\$55.58
		06/09/2017	19016	420141421	WATER:APR17 POSTAGE	\$4,190.87
		06/09/2017	19016	420141421	WATER:APR17 PRNT/MAIL	\$1,558.19
			INFOSEN	D, INC.	Total Check Amount:	\$5,915.81
V24660	INFRASTRUCTURE ENGINEERS	06/09/2017	22809	510707461	CLIFFWD WRLNE APR17	\$528.00
		06/09/2017	22809	510707461	CLIFFWD WTRLNE APR17	\$112.50
		INFRAST	RUCTURE	ENGINEERS	Total Check Amount:	\$640.50

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24661	INK LINK INC	06/09/2017	22423	110404215	OUTDOOR SIGNS	\$700.38
			INK LINF	K INC	Total Check Amount:	\$700.38
V24662	JAMISON ENGINEERING CONTRACTORS,INC	06/09/2017	15812	430515123	SWR LIFT STATION REP	\$2,786.75
	JAM	ISON ENGINE	EERING CO	ONTRACTORS,	INC Total Check Amount:	\$2,786.75
V24663	K PRO STONE CARE	06/09/2017	20535	110404211	BCC TILE/GROUT CLEAN	\$1,400.00
		KP	RO STON	E CARE	Total Check Amount:	\$1,400.00
V24664	KELLY PAPER	06/09/2017	7039	110141441	PAPER	\$214.12
			KELLY PAPER Total Check Amount:			
V24665	MICHELLE KIM	06/09/2017	25823	110404214	JUNIOR KARATE	\$34.50
		06/09/2017	25823	110404214	KARATE	\$156.19
			MICHELLE	E KIM	Total Check Amount:	\$190.69
V24666	KOURY GEOTECHNICAL SERVICES, INC.	06/09/2017	22200	510707873	BREA TRACKS S6 APR17	\$2,042.00
		06/09/2017	22200	510707873	BREA TRACKS S6 MAR17	\$5,674.85
	к	OURY GEOT	ECHNICAL	L SERVICES, IN	IC. Total Check Amount:	\$7,716.85
V24667	FRANCESCO LA TORRE	06/09/2017	24398	110404521	MILEAGE MAY 2017	\$38.52
		FRAN	CESCO LA	TORRE	Total Check Amount:	\$38.52
V24668	MARY LARKIN	06/09/2017	16039	110212122	MILEAGE MAY 2017	\$34.24
			MARY LAF	RKIN	Total Check Amount:	\$34.24
V24669	LEIGHTON CONSULTING, INC	06/09/2017	22203	510707903	PROFSVCS:SUPRBLK 4/30	\$739.30
		LEIGHT	on consi	ULTING, INC	Total Check Amount:	\$739.30
V24670	JENNIFER LILLEY	06/09/2017	26029	110323231	APA NATIONAL CONF	\$342.56
		J	ENNIFER I	LILLEY	Total Check Amount:	\$342.56
V24671	LINCOLN AQUATICS	06/09/2017	17902	110404422	PLUNGE CHEMICALS	\$858.84
		06/09/2017	17902	110404422	POOL CHEMICALS	\$413.22
		LIN	COLN AQ	UATICS	Total Check Amount:	\$1,272.06
V24672	LJ'S ACCESS SYSTEMS, INC.	06/09/2017	18794	490515151	P2 GATE MAINT 4/25/17	\$879.30
		LJ'S A	CCESS SY	STEMS, INC.	Total Check Amount:	\$879.30
V24673	MAILFINANCE	06/09/2017	21677	110141441	MAIL SYS LEASE JUN17	\$610.77
			MAILFINA	NCE	Total Check Amount:	\$610.77
V24674	MCCARTHY BUILDING COMPANIES, INC.	06/09/2017	26304	510707903	DT SPRBLK PKG #10 APR	\$656,915.50
	M	ICCARTHY B	UILDING (COMPANIES, IN	IC. Total Check Amount:	\$656,915.50
V24675	TINA MEYER	06/09/2017	12786	110212122	MILEAGE MAY 2017	\$16.48
			TINA ME	YER	Total Check Amount:	\$16.48
V24676	MTGL, INC.	06/09/2017	26279	510707873	S2/S6 MATL/SOILS TEST	\$3,340.00
			MTGL,	INC.	Total Check Amount:	\$3,340.00
V24677	MUSICSTAR	06/09/2017	22084	110404214	CREATIVE BRAIN LEARNG	\$183.00
		06/09/2017	22084	110404214	DRWNG/ANMTN/GAME DES	\$152.50
			MUSICST	AR	Total Check Amount:	\$335.50
	MYERS AND SONS	06/09/2017		110515121	CENTENNIAL PRD MATRL	

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24678	MYERS AND SONS	06/09/2017	21624	110515121	ISLAND SIGNS	\$147.01
		06/09/2017	21624	110515121	NBHD WATCH SIGN	\$343.08
		06/09/2017	21624	110515121	Q MARKERS FOR ISLAND	\$669.13
		06/09/2017	21624	110515121	ROAD CONES	\$1,493.42
		M	YERS AND	SONS	Total Check Amount:	\$4,828.65
V24679	MIGUEL OJEDA	06/09/2017	25161	110212111	TRAINING	\$15.57
		I	MIGUEL O	JEDA	Total Check Amount:	\$15.57
V24680	ONWARD ENGINEERING	06/09/2017	22106	110000000	1295 W. LAMBERT APR17	\$1,200.00
		06/09/2017	22106	110000000	CENTRAL PARK VILLAGE	\$760.00
		06/09/2017	22106	110000000	LA FLORESTA-PA 12B	\$3,500.00
		06/09/2017	22106	110000000	LA FLORESTA-PA1,2N,2S	\$2,020.00
		06/09/2017	22106	110000000	LA FLORESTA-PA12B	\$560.00
		06/09/2017	22106	110000000	PNV-CIP-RULE 20A	\$480.00
		06/09/2017	22106	110000000	PW PERMIT-630 E. LAMB	\$240.00
		06/09/2017	22106	110000000	PW PERMIT-AT&T APR 17	\$520.00
		06/09/2017	22106	110000000	PW PERMIT-MISC APR 17	\$80.00
		06/09/2017	22106	110000000	PW PERMIT-TWC APR 17	\$160.00
		06/09/2017	22106	110000000	PW PMT-LA FLRSTA PA-1	\$80.00
		06/09/2017	22106	110515171	MISC PW PERMITS APR17	\$4,540.00
		06/09/2017	22106	110515171	MISC PW PERMITS JAN17	\$4,460.00
		06/09/2017	22106	110515171	TO CORRECT INV#3512	(\$4,460.00)
		06/09/2017	22106	510707452	GLENBRK WTRLINE APR17	\$14,880.00
		06/09/2017	22106	510707452	GLENBRK WTRLINE MAR17	\$20,360.00
		06/09/2017	22106	510707873	TRACKS S2/S3 RR 4/30	\$11,480.00
		06/09/2017	22106	510707903	139-1 SUPRBLOCK APR17	\$1,920.00
		ONWA	ARD ENGIN	NEERING	Total Check Amount:	\$62,780.00
V24681	OZUNA ELECTRIC CO.INC.	06/09/2017	18504	110515121	WIRE RPR LIGHT POLE	\$850.00
		OZUN	A ELECTR	RIC CO.INC.	Total Check Amount:	\$850.00
V24682	PLUMBERS DEPOT INC.	06/09/2017	14542	430515123	TIGER TAIL W/ ROPE	\$193.95
		PLUI	MBERS DE	POT INC.	Total Check Amount:	\$193.95
V24683	PRINT & FINISHING SOLUTIONS	06/09/2017	21135	110141441	SUPPLIES	\$81.45
		PRINT &	FINISHIN	G SOLUTIONS	Total Check Amount:	\$81.45
V24684	PROJECT DIMENSIONS	06/09/2017	23924	510707873	TRACKS S4 PRELIM REVW	\$6,448.11
		PRO	JECT DIME	ENSIONS	Total Check Amount:	\$6,448.11
V24685	READWRITE EDUCATIONAL, INC.	06/09/2017	3444	110404214	SOUND START READING	\$153.00
		READWR	ITE EDUCA	ATIONAL, INC.	Total Check Amount:	\$153.00
V24686	RICHARDS, WATSON & GERSHON	06/09/2017	8978	110000000	0116 REIMB WORK APR17	\$20,542.00
		RICHARDS	, WATSON	& GERSHON	Total Check Amount:	\$20,542.00
V24687	ROAD WORKS, INC.	06/09/2017	8574	510707312	CRACKSEAL:ANNL	\$30,580.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
	1		1		SLURRY	
		RC	DAD WORK	(S, INC.	Total Check Amount:	\$30,580.00
V24688	RUTAN & TUCKER, LLP	06/09/2017	25821	950000000	ILJAOC PROF SVCS APR	\$150.00
		RUT	AN & TUCI	KER, LLP	Total Check Amount:	\$150.00
V24689	SC FUELS	06/09/2017	16654	480515161	CLR DIESEL 1300 GAL	\$3,179.02
		06/09/2017	16654	480515161	REG ETH 4042 GAL	\$10,343.70
		06/09/2017	16654	480515161	REG ETH 4398.5 GAL	\$11,111.33
			SC FUE	LS	Total Check Amount:	\$24,634.05
V24690	SHARPER IMAGE COLLISION	06/09/2017	24443	480515161	955 ACCIDENT REPAIR	\$4,441.37
		SHARPE	ER IMAGE	COLLISION	Total Check Amount:	\$4,441.37
V24691	SIERRA-CEDAR, INC	06/09/2017	23086	950000000	GEN SYS CONSULTING	\$75.00
		SIE	ERRA-CED	AR, INC	Total Check Amount:	\$75.00
V24692	SMART & FINAL	06/09/2017	3269	110404429	ASP CAFE	\$241.64
		06/09/2017	3269	110404521	CNTNL CELEBRATION TG	\$23.97
		:	SMART & I	FINAL	Total Check Amount:	\$265.61
V24693	STATE INDUSTRIAL PRODUCTS	06/09/2017	8572	490515151	TRUCK WASH @ FS	\$124.13
		STATE IN	DUSTRIAL	PRODUCTS	Total Check Amount:	\$124.13
V24694	SUPERIOR ALARM SYSTEMS	06/09/2017	11074	110404541	ADD PROGRAM USERS	\$45.00
		SUPERIO	OR ALARM	SYSTEMS	Total Check Amount:	\$45.00
V24695	TOMARK SPORTS	06/09/2017	6098	110404312	CNTNL PICNIC BASEBALL	\$42.71
		06/09/2017	6098	110404312	CNTNL PICNIC:BASEBALL	\$174.56
		тс	MARK SP	ORTS	Total Check Amount:	\$217.27
V24696	TOWNSEND PUBLIC AFFAIRS, INC.	06/09/2017	18881	110141413	CONSULTING SVCS JUN17	\$1,250.00
		06/09/2017	18881	410141413	CONSULTING SVCS JUN17	\$1,250.00
		06/09/2017	18881	420141413	CONSULTING SVCS JUN17	\$1,250.00
		06/09/2017	18881	430141413	CONSULTING SVCS JUN17	\$1,250.00
		TOWNSEN	ID PUBLIC	AFFAIRS, INC.	Total Check Amount:	\$5,000.00
V24697	UNIQUE PAVING MATERIALS CORP	06/09/2017	3354	110515121	ASPHALT BAG MIX	\$2,506.54
		UNIQUE PA	VING MAT	ERIALS CORP	Total Check Amount:	\$2,506.54
V24698	US METRO GROUP, INC.	06/09/2017	24814	490515151	JANITORIAL SVCS MAY17	\$31,362.63
		USN	IETRO GR	OUP, INC.	Total Check Amount:	\$31,362.63
V24699	VIRTUAL PROJECT MANAGER	06/09/2017	23508	510707452	VARIOUS PROJ MAY 2017	\$100.00
		06/09/2017	23508	510707709	VARIOUS PROJ MAY 2017	\$100.00
		06/09/2017	23508	510707873	VARIOUS PROJ MAY 2017	\$200.00
		06/09/2017	23508	510707903	VARIOUS PROJ MAY 2017	\$100.00
		VIRTUAL	PROJECT	MANAGER	Total Check Amount:	\$500.00
V24700	VORTEX	06/09/2017	15007	490515151	SVC:ART GALLERY DOOR	\$1,745.43
			VORTE	X	Total Check Amount:	\$1,745.43
V24701	WALTERS WHOLESALE ELECTRIC	06/09/2017	1667	110515121	FUSE HOLDERS LGT POLE	\$16.02

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount			
V24701	WALTERS WHOLESALE ELECTRIC	06/09/2017	1667	490515151	CM ON S107928853.001	(\$23.27)			
		06/09/2017	1667	490515151	ELECTRIC REPAIR @ BCC	\$193.10			
		WALTERS V	WALTERS WHOLESALE ELECTRIC Total Check Amount:						
V24702	WAXIE SANITARY SUPPLY	06/09/2017	3332	490515151	TOWELS/STD ROLLS	\$2,743.32			
		WAXIE	\$2,743.32						
V24703	WEBBY DANCE COMPANY	06/09/2017	25323	110404145	TUMBLING	\$120.00			
		06/09/2017	25323	110404214	TUMBLING/GYMNASTICS	\$280.00			
		WEBBY	DANCE C	OMPANY	Total Check Amount:	\$400.00			
V24704	WILLDAN ENGINEERING	06/09/2017	12445	110000000	MISC PW PERMITS	\$464.00			
		06/09/2017	12445	510515171	MONTORNG:CRBN CYN APR	\$2,768.50			
		06/09/2017	12445	510707709	BIRCH ST TSSP APR17	\$11,852.00			
		WILL	DAN ENGI	NEERING	Total Check Amount:	\$15,084.50			
V24705	WONDRIES FLEET GROUP	06/09/2017	14345	480515161	2017 FORD F150 SPRCRW	\$36,418.71			
		WOND	RIES FLEE	T GROUP	Total Check Amount:	\$36,418.71			
V24706	ZUMAR INDUSTRIES, INC.	06/09/2017	3802	110515121	HIGH BOY STREET SIGNS	\$885.23			
		06/09/2017	3802	110515121	POST PULLER ST SIGNS	\$674.25			
		ZUM	AR INDUS	TRIES, INC.	Total Check Amount:	\$1,559.48			
					Voucher Subtotal	\$1,041,648.17			

TOTAL \$1,253,965.56

Check #	Vendor Name	Check Date	Vendor #	Budget Unit		Description	Amount
175229	AON RISK INSURANCE SERV. WEST,	06/16/2017	26311	460141474	17/18 C	YBER INS	\$7,740.00
	INC.	06/16/2017	26311	470141483	17/18 E	ARTHQUAKE INS	\$180,926.11
		AON RISK I	NSURANC	E SERV. WEST	T, INC.	Total Check Amount:	\$188,666.11
175230	ASBURY ENVIRONMENTAL SERVICES	06/16/2017	9144	480515161	USED (DIL DISPOSAL	\$120.00
		ASBURY EN	VIRONME	ENTAL SERVIC	ES	Total Check Amount:	\$120.00
175231	AT&T	06/16/2017	22390	110141471	714911	0022 2277 4/14	\$222.08
		06/16/2017	22390	110141471	714911	0022 2277 5/14	\$232.08
		06/16/2017	22390	110212133	714990	7901 5259 4/14	\$185.04
		06/16/2017	22390	110212133	714990	7901 5259 5/14	\$195.04
			AT	&Т		Total Check Amount:	\$834.24
175232	AT&T LONG DISTANCE	06/16/2017	1737	110141471	807752	441 4/3-5/2/17	\$16.06
		06/16/2017	1737	110141471	807752	441 5/3-6/2/17	\$17.94
		AT	&T LONG	DISTANCE		Total Check Amount:	\$34.00
175233	THE BANK OF NEW YORK MELLON	06/16/2017	16062	420141431	MISC:2	010WTR REV BOND	\$0.80
		06/16/2017	16062	890141431	ADM FE	EE JUN17-MAY18	\$4,125.00
		06/16/2017	16062	890141431	INV TR	FEE JUN16-MAY17	\$315.00
		06/16/2017	16062	890141431	MISC:0	5 TAX REF BONDS	\$134.40
		06/16/2017	16062	890141431	MSC:05	5 REV BONDS 1718	\$132.00
	THE BANK OF NEW YORK MELLON Total Check Amount						\$4,707.20
175234	BREA AUTO ELECTRIC	06/16/2017	15806	480515161	969 ELI	ECTRICAL REPAIR	\$405.00
		06/16/2017	15806	480515161	TIMER	WIRING SCHEMATICS	\$90.00
		BR	EA AUTO	ELECTRIC		Total Check Amount:	\$495.00
175235	BREA OLINDA UNIFIED SCHOOL DISTRICT	06/16/2017	1970	110404312	CNTNL	PARADE SHUTTLE	\$949.98
		BREA OLIND	DA UNIFIEL	D SCHOOL DIS	TRICT	Total Check Amount:	\$949.98
175236	C.I. BUSINESS EQUIPMENT INC	06/16/2017	6520	110141441	SHRED	DER	\$439.00
		С.І. В	USINESS I	EQUIPMENT IN	С	Total Check Amount:	\$439.00
175237	CALIFORNIA ASSOCIATION (CALED)	06/16/2017	26861	110323214	ANNUA		\$570.00
		CALIFOR	NIA ASSO	CIATION (CAL	ED)	Total Check Amount:	\$570.00
175238	CALIFORNIA FORENSIC PHLEBOTOMY INC.	06/16/2017	4488	110212131	BLOOD	TESTS MAY 2017	\$2,397.75
	C	CALIFORNIA	FORENSIC	C PHLEBOTOM	Y INC.	Total Check Amount:	\$2,397.75
175239	CARLOS TERRES	06/16/2017	26724	110404312	MODEL	CMPLTE:LAPUERTA	\$22,000.00
			CARLOS	TERRES		Total Check Amount:	\$22,000.00
				440545404	ELECTI	RICITY MAY-JUN17	\$12,431.49
175240	EDISON CO	06/16/2017	3343	110515121		KICHT MAT-JOINT/	. ,
175240	EDISON CO	06/16/2017 06/16/2017		110515121		RICITY MAY-JUN17	\$2,046.25
175240	EDISON CO		3343		ELECTI		
175240	EDISON CO	06/16/2017	3343 3343	110515141	ELECTI	RICITY MAY-JUN17	\$2,046.25
175240	EDISON CO	06/16/2017 06/16/2017	3343 3343 3343	110515141 110515143	ELECTI ELECTI ELECTI	RICITY MAY-JUN17 RICITY MAY-JUN17	\$2,046.25 \$715.83

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175240	EDISON CO	06/16/2017	3343	345515112	ELECTRICITY MAY-JUN17	\$95.60
		06/16/2017	3343	346515112	ELECTRICITY MAY-JUN17	\$278.06
		06/16/2017	3343	360515145	ELECTRICITY MAY-JUN17	\$595.09
		06/16/2017	3343	420515131	ELECTRICITY MAY-JUN17	\$31,034.28
		06/16/2017	3343	430515123	ELECTRICITY MAY-JUN17	\$29.46
		06/16/2017	3343	490515151	ELECTRICITY MAY-JUN17	\$4,296.39
		06/16/2017	3343	880515113	ELECTRICITY MAY-JUN17	\$24.01
			EDISC	ON CO	Total Check Amount:	\$52,393.89
175241	ERIC HOOD PHOTOGRAPHY	06/16/2017	25078	110404523	LOVE BREA PHOTO SVCS	\$320.00
		ERIC I	HOOD PHO	OTOGRAPHY	Total Check Amount:	\$320.00
175242	FERGUSON WATERWORKS #1083	06/16/2017	10339	420515131	FIRE HYDRANTS (2)	\$5,351.04
		FERGUSC	ON WATER	RWORKS #1083	B Total Check Amount:	\$5,351.04
175243	FLEETPRIDE, INC.	06/16/2017	8245	480515161	FAN BELT	\$147.29
			FLEETPI	RIDE, INC.	Total Check Amount:	\$147.29
175244	FRANCHISE TAX BOARD	06/16/2017	13287	110	CD 912-02824 060917	\$187.93
		FRA	NCHISE 1	TAX BOARD	Total Check Amount:	\$187.93
175245	FRANCHISE TAX BOARD/ST OF CALIF	06/16/2017	12043	110	550572557 060917 PR	\$75.00
		FRANCHIS	SE TAX BO	DARD/ST OF CA	ALIF Total Check Amount:	\$75.00
175246	FRONTIER COMMUNICATIONS	06/16/2017	26183	420515131	562 1821220 1528-0627	\$188.47
		FRONT	IER COM	NUNICATIONS	Total Check Amount:	\$188.47
175247	ANGEL GALINDO	06/16/2017	24821	110404224	FOOD:FATHER/DAUGTER	\$1,000.00
			ANGEL G	ALINDO	Total Check Amount:	\$1,000.00
175248	THE GAS COMPANY	06/16/2017	3749	420515131	GAS MAY/JUNE 2017	\$15.39
		T	HE GAS C	OMPANY	Total Check Amount:	\$15.39
175249	HARRIS AND ASSOCIATES	06/16/2017	12491	110515141	SPEC/GEN BENEFIT STDY	\$3,500.00
		HAR	RIS AND A	ASSOCIATES	Total Check Amount:	\$3,500.00
175250	IN TIME SERVICES INC	06/16/2017	20876	95000000	ILJAOC ISELINK MAY17	\$1,434.24
		11	N TIME SE	RVICES INC	Total Check Amount:	\$1,434.24
175251	INTELLI-TECH	06/16/2017	8774	110141471	HP MONITOR	\$819.66
		06/16/2017	8774	110222211	HP MONITOR	\$273.22
		06/16/2017	8774	110404311	HP MONITOR	\$273.22
			INTELL	I-TECH	Total Check Amount:	\$1,366.10
175252	LIFE-ASSIST, INC.	06/16/2017	10530	110222222	PARAMEDIC SUPP:FS 1	\$680.59
			LIFE-AS	SSIST, INC.	Total Check Amount:	\$680.59
175253	GARY MARCUS	06/16/2017	26916	110000000	REFUND	\$61.00
			GARY M	ARCUS	Total Check Amount:	\$61.00
175254	MUNICIPAL EMERGENCY SERVICES	06/16/2017	26685	110222221	HELMET LIGHTING KIT	\$948.46
		MUNICIPA	L EMERG	ENCY SERVICE	ES Total Check Amount:	\$948.46
175255	NETWORKFLEET INC.	06/16/2017	25293	480515161	GPS FEES MAY 2017	\$969.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
"				LEET INC.	Total Check Amount:	\$969.00
175256	HONG NGUYEN	06/16/2017	26915	110	RENTAL DEPOSIT REFUND	\$1,000.00
			HONG NO	GUYEN	Total Check Amount:	\$1,000.00
175257	OFFICE DEPOT, INC	06/16/2017	4743	110141481	OFFICE SUPPLIES	\$36.51
		06/16/2017	4743	110222211	OFFICE SUPPLIES	\$11.87
		06/16/2017	4743	110404211	OFFICE SUPPLIES	\$226.71
		06/16/2017	4743	110404311	OFFICE SUPPLEIS	\$92.07
		06/16/2017	4743	110404311	OFFICE SUPPLIES	\$174.42
		06/16/2017	4743	110404420	OFFICE SUPPLIES	\$318.14
			OFFICE D	EPOT, INC	Total Check Amount:	\$859.72
175258	PLUMBING WHOLESALE OUTLET, INC.	06/16/2017	18392	181404250	TOILET FLUSH VALVES @ BCC	\$1,759.77
		06/16/2017	18392	490515151	RESTROOM REPAIR @ BCC	\$59.60
		PLUMBING	WHOLES	ALE OUTLET, I	INC. Total Check Amount:	\$1,819.37
175259	PUENTE HILLS FORD	06/16/2017	25742	480515161	BRAKE PAD KIT	\$203.81
		06/16/2017	25742	480515161	ELECTRIC RESISTOR	\$30.80
		06/16/2017	25742	480515161	RIGHT SIDE MIRROR	\$159.58
		P	UENTE HI	LLS FORD	Total Check Amount:	\$394.19
175260	SCOTT K. RATNER	06/16/2017	26918	110404312	PICNIC PRFRMNCE FEES	\$200.00
			<mark>SCOTT K</mark> .	RATNER	Total Check Amount:	\$200.00
175261	ROYAL PAPER CORPORATION	06/16/2017	26215	110141441	BLANKET PURCHASE ORDER FO	\$642.68
		ROYAL	PAPER C	ORPORATION	Total Check Amount:	\$642.68
175262	SOUTHLANDS CHURCH INTERNATIONAL	06/16/2017	20972	110404523	LOVE BREA EXPENSES	\$516.14
		SOUTHLAND	S CHURCH	I INTERNATIOI	VAL Total Check Amount:	\$516.14
175263	SPARKLETTS	06/16/2017 06/16/2017		110111161 110141441	052717 COUNCL MTG WTR 12 MONTH RENTAL OF HOT/CO	\$24.69 \$94.64
		06/16/2017	3001	110141441	5 GALLON BOTTLES OF DRINK	\$414.10
		06/16/2017	3001	490515151	DISPLAY FOUNTAIN @ CCC	\$10.39
			SPARK	LETTS	Total Check Amount:	\$543.82
175264	SPRINT	06/16/2017	16067	110141471	926938073 THRU 052717	\$175.53
			SPR	RINT	Total Check Amount:	\$175.53
175265	THE STANDARD INSURANCE	06/16/2017	15689	110	643015 LIFE INS JUN17	\$6,467.80
	COMPANY	06/16/2017	15689	110	643015 LIFE INS MAY17	\$6,283.90
		06/16/2017	15689	110	643015 PREMIUM CREDIT	(\$6,306.75)
		THE STANDA	RD INSUF	RANCE COMPA	NY Total Check Amount:	\$6,444.95
175266	TIME WARNER CABLE	06/16/2017	19304	110111143	CABLE CHGS 6/2-7/1	\$28.10
		06/16/2017	19304	110111151	CABLE CHGS 6/2-7/1	\$56.20

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175266	TIME WARNER CABLE	06/16/2017	19304	110141411	CABLE CHGS 6/2-7/1	\$72.24
		06/16/2017	19304	110212111	CABLE CHGS 6/2-7/1	\$313.08
		06/16/2017	19304	110222211	CABLE CHGS 6/2-7/1	\$72.24
		06/16/2017	19304	110323212	CABLE CHGS 6/2-7/1	\$74.26
		06/16/2017	19304	110404211	CABLE 6/2-7/1 40955	\$95.33
		06/16/2017	19304	110404311	CABLE CHGS 6/2-7/1	\$18.03
		06/16/2017	19304	110404521	CABLE 6/2-7/1 15759	\$20.20
		06/16/2017	19304	420515131	CABLE 6/2-7/1 20981	\$108.37
		06/16/2017	19304	420515131	CABLE 6/2-7/1 49861	\$73.91
		06/16/2017	19304	490515151	CABLE CHGS 6/2-7/1	\$18.03
		TII	ME WARN	ER CABLE	Total Check Amount:	\$949.99
175267	RON TOWNSEND	06/16/2017	26919	110	REFUND	\$94.50
			RON TOW	NSEND	Total Check Amount:	\$94.50
175268	TRAINING INNOVATIONS, INC.	06/16/2017	12123	110212111	TMS SW SUPPORT 17/18	\$750.00
		TRAI	NING INNO	OVATIONS, INC	C. Total Check Amount:	\$750.00
175269	U.S. POSTMASTER	06/16/2017	3284	110111151	BREA LINE JUL/AUG2017	\$2,927.67
			U.S. POSI	MASTER	Total Check Amount:	\$2,927.67
175270	VERIZON WIRELESS	06/16/2017	21122	420515131	9786512890 4/27-5/26	\$37.99
		V	ERIZON V	VIRELESS	Total Check Amount:	\$37.99
175271	VERIZON WIRELESS	06/16/2017	21122	110111111	9786221345 4/23-5/22	\$53.70
		06/16/2017	21122	110111143	9786221345 4/23-5/22	\$117.08
		06/16/2017	21122	110111151	9786221345 4/23-5/22	\$145.41
		06/16/2017	21122	110111161	9786221345 4/23-5/22	\$53.70
		06/16/2017	21122	110141411	9786221345 4/23-5/22	\$38.01
		06/16/2017	21122	110141441	9786221345 4/23-5/22	\$53.70
		06/16/2017	21122	110141471	9786221345 4/23-5/22	\$695.77
		06/16/2017	21122	110141481	9786221345 4/23-5/22	\$53.70
		06/16/2017	21122	110212121	9786221345 4/23-5/22	\$2,876.50
		06/16/2017	21122	110222222	9786221345 4/23-5/22	\$532.14
		06/16/2017	21122	110222223	9786221345 4/23-5/22	\$956.48
		06/16/2017	21122	110323212	9786221345 4/23-5/22	\$53.70
		06/16/2017	21122	110323231	9786221345 4/23-5/22	\$65.37
		06/16/2017	21122	110323241	9786221345 4/23-5/22	\$53.70
		06/16/2017	21122	110323242	9786221345 4/23-5/22	\$93.80
		06/16/2017	21122	110323243	9786221345 4/23-5/22	\$91.71
		06/16/2017	21122	110404311	9786221345 4/23-5/22	\$553.32
		06/16/2017	21122	110404525	9786221345 4/23-5/22	\$17.78
		06/16/2017	21122	460141474	9786221345 4/23-5/22	\$547.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
175271	VERIZON WIRELESS	06/16/2017	21122	630323219	9786221345 4/23-5/22	\$53.70
		v	ERIZON W	VIRELESS	Total Check Amount:	\$7,106.27
175272	WE-VOC ENTERTAINMENT, INC.	06/16/2017	26912	110404421	WONDERELLES BAND	\$600.00
		WE-VO	C ENTER	TAINMENT, INC	. Total Check Amount:	\$600.00
175273	WILDLIFE LEARNING CENTER	06/16/2017	26914	110404428	DAY CAMP PRESENTATION	\$535.00
		WILDL	IFE LEAR	NING CENTER	Total Check Amount:	\$535.00
175274	XEROX CORPORATION	06/16/2017	3349	110141441	CLR CPIER/PRNTR DEC16	\$2.00
		06/16/2017	3349	110141441	CLR CPIER/PRNTR MAY17	\$1,507.07
		06/16/2017	3349	110141441	COLOR COPY MACH MAY17	\$309.35
		06/16/2017	3349	110141441	ENV LBL SOFTWRE MAY17	\$288.50
		06/16/2017	3349	110141441	LEASE-EAST WALL DEC16	\$0.22
		06/16/2017	3349	110141441	LEASE-EAST WALL MAY17	\$1,961.10
		06/16/2017	3349	110141441	LEASE-WEST WALL DEC16	\$0.22
		06/16/2017	3349	110141441	LEASE-WEST WALL MAY17	\$1,657.85
		06/16/2017	3349	110141441	SOFTWARE MAINT MAY17	\$108.00
		06/16/2017	3349	110141441	SRVR/MNTR EAST MAY17	\$275.95
		06/16/2017	3349	110141441	SRVR/MNTR WEST MAY17	\$275.95
		XEI	ROX CORP	PORATION	Total Check Amount:	\$6,386.21
					Check Subtotal	\$321,835.71
V24707	ADAMSON POLICE PRODUCTS	06/16/2017	4023	110212131	SAFARILAND ARMOR (3)	\$592.63
V24707	ADAMSON POLICE PRODUCTS			110212131 E PRODUCTS	SAFARILAND ARMOR (3) Total Check Amount:	\$592.63 \$592.63
V24707 V24708	ADAMSON POLICE PRODUCTS ADMINISTRATIVE & PROF		ON POLIC		_	
-		ADAMS 06/16/2017	ON POLIC 3344	E PRODUCTS	Total Check Amount:	\$592.63
-		ADAMS 06/16/2017	ON POLIC 3344 MINISTRA	E PRODUCTS 110	Total Check Amount: DED:4010 APEA DUES	\$592.63 \$564.00
V24708	ADMINISTRATIVE & PROF	ADAMS 06/16/2017 ADI	ON POLIC 3344 MINISTRA	E PRODUCTS 110 TIVE & PROF 110404215	Total Check Amount: DED:4010 APEA DUES Total Check Amount:	\$592.63 \$564.00 \$564.00
V24708 V24709	ADMINISTRATIVE & PROF	ADAMS 06/16/2017 ADI	ON POLIC 3344 MINISTRA 20447 JUDY A	E PRODUCTS 110 TIVE & PROF 110404215	Total Check Amount: DED:4010 APEA DUES Total Check Amount: CLASS INSTRUCTOR BCC	\$592.63 \$564.00 \$564.00 \$288.00
V24708 V24709	ADMINISTRATIVE & PROF	ADAMS 06/16/2017 ADI 06/16/2017	ON POLIC 3344 MINISTRA 20447 JUDY A 8353	E PRODUCTS 110 TIVE & PROF 110404215 ALLEN	Total Check Amount: DED:4010 APEA DUES Total Check Amount: CLASS INSTRUCTOR BCC Total Check Amount:	\$592.63 \$564.00 \$564.00 \$288.00 \$288.00
V24708 V24709	ADMINISTRATIVE & PROF	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017	ON POLIC 3344 20447 JUDY A 8353 8353	E PRODUCTS 110 TIVE & PROF 110404215 ALLEN 110222221	Total Check Amount: DED:4010 APEA DUES Total Check Amount: CLASS INSTRUCTOR BCC Total Check Amount: FIRE HELMETS	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02
V24708 V24709 V24710	ADMINISTRATIVE & PROF	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017	ON POLIC 3344 20447 JUDY A 8353 8353 8353	E PRODUCTS 110 TIVE & PROF 110404215 ALLEN 110222221 110222221	Total Check Amount: DED:4010 APEA DUES Total Check Amount: CLASS INSTRUCTOR BCC Total Check Amount: FIRE HELMETS FLAG/RATCHET SUSP	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53
V24708 V24709 V24710	ADMINISTRATIVE & PROF JUDY ALLEN ALLSTAR FIRE EQUIPMENT	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017 ALLS 06/16/2017	ON POLIC 3344 20447 JUDY A 8353 8353 8353 8353 8353	E PRODUCTS 110 110404215 ALLEN 110222221 110222221 2007 20	Total Check Amount: DED:4010 APEA DUES Total Check Amount: CLASS INSTRUCTOR BCC Total Check Amount: FIRE HELMETS FLAG/RATCHET SUSP Total Check Amount:	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55
V24708 V24709 V24710 V24711	ADMINISTRATIVE & PROF JUDY ALLEN ALLSTAR FIRE EQUIPMENT	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017 ALLS 06/16/2017	ON POLIC 3344 20447 JUDY A 8353 8353 8353 8353 8353 8353 8353 835	E PRODUCTS 110 110404215 110404215 110222221 10222221 2000 EQUIPMENT 480515161	Total Check Amount: DED:4010 APEA DUES Total Check Amount: CLASS INSTRUCTOR BCC Total Check Amount: FIRE HELMETS FLAG/RATCHET SUSP Total Check Amount: SILICONE HEATER HOSE	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55 \$39.63
V24708 V24709 V24710 V24711	ADMINISTRATIVE & PROF JUDY ALLEN ALLSTAR FIRE EQUIPMENT ALTERNATIVE HOSE, INC.	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017 ALLS 06/16/2017 ALLS	ON POLIC 3344 20447 JUDY A 8353 8353 STAR FIRE 18488 TERNATIV 15170	E PRODUCTS 110 110404215 110404215 11022221 110222221 2 EQUIPMENT 480515161 E HOSE, INC.	Total Check Amount: DED:4010 APEA DUES Total Check Amount: CLASS INSTRUCTOR BCC Total Check Amount: FIRE HELMETS FLAG/RATCHET SUSP SILICONE HEATER HOSE Total Check Amount: Total Check Amount:	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55 \$39.63
V24708 V24709 V24710 V24711	ADMINISTRATIVE & PROF JUDY ALLEN ALLSTAR FIRE EQUIPMENT ALTERNATIVE HOSE, INC.	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017 ALLS 06/16/2017 06/16/2017	ON POLIC 3344 20447 JUDY A 8353 8353 8353 8353 8353 8353 8353 835	E PRODUCTS 110 110404215 110404215 11022221 110222221 2 2 480515161 E HOSE, INC. 110404145	Total Check Amount:DED:4010 APEA DUESTotal Check Amount:CLASS INSTRUCTOR BCCTotal Check Amount:FIRE HELMETSFLAG/RATCHET SUSPSILICONE HEATER HOSESILICONE HEATER HOSETotal Check Amount:SILICONE HEATER HOSELCE SKATING CLASSES	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55 \$39.63 \$39.63 \$39.63
V24708 V24709 V24710 V24711 V24711	ADMINISTRATIVE & PROF JUDY ALLEN ALLSTAR FIRE EQUIPMENT ALTERNATIVE HOSE, INC.	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017 ALLS 06/16/2017 06/16/2017	ON POLIC 3344 20447 JUDY A 8353 8353 8353 8353 8353 8353 8353 835	E PRODUCTS 110 110404215 110404215 11022221 10222221 2001 2	Total Check Amount: DED:4010 APEA DUES Total Check Amount: CLASS INSTRUCTOR BCC Total Check Amount: FIRE HELMETS FLAG/RATCHET SUSP SILICONE HEATER HOSE ICE SKATING CLASSES ICE SKATING-PARENT&ME	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55 \$39.63 \$39.63 \$88.00 \$44.00
V24708 V24709 V24710 V24711 V24711	ADMINISTRATIVE & PROF JUDY ALLEN ALLSTAR FIRE EQUIPMENT ALTERNATIVE HOSE, INC. ANAHEIM ICE MANAGEMENT	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017 ALLS 06/16/2017 ALLS 06/16/2017 06/16/2017 06/16/2017	ON POLIC 3344 MINISTRA 20447 JUDY A 8353 8353 8353 8353 8353 8353 8353 835	 PRODUCTS 110 TVE & PROF 110404215 ALLEN 11022221 11022221 TOUPMENT ROUIPMENT AUST AUST<td>Total Check Amount: DED:4010 APEA DUES Total Check Amount: CLASS INSTRUCTOR BCC Total Check Amount: FIRE HELMETS FLAG/RATCHET SUSP SILICONE HEATER HOSE ICE SKATING CLASSES ICE SKATING-PARENT&ME Total Check Amount: ICE SKATING-PARENT&ME</td><td>\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55 \$39.63 \$39.63 \$39.63 \$88.00 \$44.00 \$44.00</td>	Total Check Amount: DED:4010 APEA DUES Total Check Amount: CLASS INSTRUCTOR BCC Total Check Amount: FIRE HELMETS FLAG/RATCHET SUSP SILICONE HEATER HOSE ICE SKATING CLASSES ICE SKATING-PARENT&ME Total Check Amount: ICE SKATING-PARENT&ME	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55 \$39.63 \$39.63 \$39.63 \$88.00 \$44.00 \$44.00
V24708 V24709 V24710 V24711 V24711	ADMINISTRATIVE & PROF JUDY ALLEN ALLSTAR FIRE EQUIPMENT ALTERNATIVE HOSE, INC. ANAHEIM ICE MANAGEMENT	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017 ALLS 06/16/2017 06/16/2017 06/16/2017 ANAM 06/16/2017	ON POLIC 3344 20447 JUDY A 8353 83553 83553 8355 8355 835	E PRODUCTS 110 110404215 110404215 11022221 1022221 1022221 10222221 102222221 102222221 102222221 10222221 10222221 10222221 10222221 10222221 102222221 102222221 102222221 102222221 102222221 102222221 102222221 102222221 102222221 102222221 10222221 102222221 102222221 102222221 10222221 10222221 10222221 10222221 10222221 10222221 102222221 10222221 102222221 102222221 102222221 102222222 102222222 102222222 1022222222 102222222 10222222 10222222 10222222 102222	Total Check Amount:DED:4010 APEA DUESDED:4010 APEA DUESClass INSTRUCTOR BCCTotal Check Amount:FIRE HELMETSFLAG/RATCHET SUSPSILICONE HEATER HOSESILICONE HEATER HOSEICE SKATING CLASSESICE SKATING-PARENT&MEPLOTTER SUPPLIES	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55 \$39.63 \$39.63 \$39.63 \$88.00 \$44.00 \$44.00
V24708 V24709 V24709 V24710 V24711 V24711 V24712	ADMINISTRATIVE & PROF JUDY ALLEN ALLSTAR FIRE EQUIPMENT ALTERNATIVE HOSE, INC. ANAHEIM ICE MANAGEMENT	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017 ALLS 06/16/2017 06/16/2017 06/16/2017 ANAM 06/16/2017	ON POLIC 3344 MINISTRA 20447 JUDY A 8353 8353 8353 8353 8353 8353 8353 835	E PRODUCTS 110 110404215 110404215 11022221 11022221 100222221 1002222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 1002222221 1002222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 100222221 1002222221 1002222221 1002222221 1002222221 1002222221 1002222221 1002222221 10022222221 100222222222 1002222222222	Total Check Amount:DED:4010 APEA DUESDED:4010 APEA DUESClass INSTRUCTOR BCCTotal Check Amount:FIRE HELMETSFLAG/RATCHET SUSPSILICONE HEATER HOSESILICONE HEATER HOSEICE SKATING CLASSESICE SKATING-PARENT&MEPLOTTER SUPPLIESPLOTTER SUPPLIES	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55 \$39.63 \$39.63 \$39.63 \$39.63 \$44.00 \$44.00 \$1,000.00 \$964.31
V24708 V24709 V24709 V24710 V24711 V24711 V24712	ADMINISTRATIVE & PROF JUDY ALLEN ALLSTAR FIRE EQUIPMENT ALTERNATIVE HOSE, INC. ANAHEIM ICE MANAGEMENT ARC IMAGING RESOURCES	ADAMS 06/16/2017 ADM 06/16/2017 06/16/2017 ALLS 06/16/2017 06/16/2017 06/16/2017 ANAHM 06/16/2017 06/16/2017 ARC M	ON POLIC 3344 MINISTRA 20447 JUDY A 8353 83555 8355 8355 8355 8355 8355 8355 8355 8355	E PRODUCTS 110 110404215 110404215 11022221 1022221 10222221 10222221 10222221 10222221 10222222 1022222 1022222 1022222 102222 102222 102222 102222 102222 102222 102222 102222 102222 102222 102222 102222 102222 102222 1022 10222 102 10	Total Check Amount:DED:4010 APEA DUESDED:4010 APEA DUESCLASS INSTRUCTOR BCCTotal Check Amount:Total Check Amount:FIRE HELMETSFLAG/RATCHET SUSPSILICONE HEATER HOSESILICONE HEATER HOSEICE SKATING CLASSESICE SKATING-PARENT&MEPLOTTER SUPPLIESPLOTTER SUPPLIESPLOTTER SUPPLIESTotal Check Amount:Total Check Amount:Total Check Amount:Total Check Amount:Total Check Amount:Total Check Amount:Total Check Amount:PLOTTER SUPPLIESPLOTTER SUPPLIESTotal Check Amount:Total Check Amount:PLOTTER SUPPLIESPLOTTER SUPPLIESTotal Check Amount:Total Check Amount: <td>\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55 \$39.63 \$39.63 \$39.63 \$39.63 \$44.00 \$44.00 \$132.00 \$1,000.00 \$964.31 \$1,964.31</td>	\$592.63 \$564.00 \$288.00 \$288.00 \$1,711.02 \$875.53 \$2,586.55 \$39.63 \$39.63 \$39.63 \$39.63 \$44.00 \$44.00 \$132.00 \$1,000.00 \$964.31 \$1,964.31

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		ASPLUND	H CONSTI	RUCTION CORI	P. Total Check Amount:	\$338,230.69
V24715	AVCOGAS PROPANE SALES & SERVICES	06/16/2017	22047	480515161	PROPANE FUEL	\$1,121.49
	A	AVCOGAS PH	ROPANE S	ALES & SERVI	ICES Total Check Amount:	\$1,121.49
V24716	B & S GRAPHICS INC.	06/16/2017	24357	480515161	PD NUMBER DECALS	\$21.01
		l	B & S GRA	PHICS INC.	Total Check Amount:	\$21.01
V24717	BEAR COMMUNICATIONS	06/16/2017	26687	110222213	TWO-WAY RADIO	\$601.80
		BEA	R COMMU	NICATIONS	Total Check Amount:	\$601.80
V24718	BILL'S AUTO UPHOLSTERY	06/16/2017	10510	480515161	996 REUPHOLSTED SEAT	\$528.00
		BILL	'S AUTO L	IPHOLSTERY	Total Check Amount:	\$528.00
V24719	CHRISTINE BOATNER	06/16/2017	18460	110404215	ADMIN BECKMAN	\$459.00
		06/16/2017	18460	110404215	CLASS INSTRUCTOR BCC	\$300.00
		CI	HRISTINE	BOATNER	Total Check Amount:	\$759.00
V24720	BPSEA MEMORIAL FOUNDATION	06/16/2017	14990	110	DED:4050 MEMORIAL	\$239.50
		BPSEA N	MEMORIAL	FOUNDATION	Total Check Amount:	\$239.50
V24721	BREA CITY EMPLOYEES ASSOCIATION	06/16/2017	3236	110	DED:4005 BCEA DUES	\$536.00
		BREA CITY	EMPLOYE	EES ASSOCIAT	TON Total Check Amount:	\$536.00
V24722	BREA DISPOSAL, INC	06/16/2017	3330	440515122	REFUSE COLL MAY 2017	\$139,434.53
		B	BREA DISP	POSAL, INC	Total Check Amount:	\$139,434.53
V24723	BREA FIREFIGHTERS ASSOCIATION	06/16/2017	3237	110	DED:4015 ASSOCAFLAC	\$18.34
		06/16/2017	3237	110	DED:4016 ASSOC DUES	\$2,325.00
		BREA FIR	EFIGHTER	RS ASSOCIATIO	ON Total Check Amount:	\$2,343.34
V24724	BREA POLICE ASSOCIATION	06/16/2017	3769	110	DED:4030 BPA REG	\$3,500.00
		BREA	POLICE	ASSOCIATION	Total Check Amount:	\$3,500.00
V24725	BREA POLICE ATHLETIC LEAGUE	06/16/2017	1068	110	DED:5010 B.P.A.L.	\$122.50
		BREA PO	OLICE ATH	HLETIC LEAGU	E Total Check Amount:	\$122.50
V24726	BREA POLICE MANAGEMENT	06/16/2017	21189	110	DED:4019 LDF DUES	\$14.50
	ASSOCIATION	06/16/2017	21189	110	DED:4020 ASSOC DUES	\$227.50
	BF	REA POLICE	MANAGEN	MENT ASSOCIA	ATION Total Check Amount:	\$242.00
V24727	CALIFORNIA DOMESTIC WATER CO	06/16/2017	3388	420515131	WATER CONS MAY 2017	\$121,289.62
		CALIFORI	NIA DOME	STIC WATER C	CO Total Check Amount:	\$121,289.62
V24728	CANON SOLUTIONS AMERICA, INC	06/16/2017	15260	110141441	PROP EVD COPIER MAY17	\$600.00
		06/16/2017	15260	110141441	PROP EVD COPIES MAY17	\$406.46
		CANONS	SOLUTION	IS AMERICA, IN	C Total Check Amount:	\$1,006.46
V24729	ARLINDA CANTU	06/16/2017	26312	110404215	PERSONAL TRAINER BCC	\$578.00
		06/16/2017	26312	110404215	SILVER SNEAKERS	\$100.00
			ARLINDA	CANTU	Total Check Amount:	\$678.00
V24730	CHANDLER ASSET MANAGEMENT,	06/16/2017	4375	110000000	MAY17 LOBBYIST FEES	\$18.78
	INC.	06/16/2017	4375	420141424	MAY17 LOBBYIST FEES	\$229.88
		06/16/2017		630323219	MAY17 LOBBYIST FEES	\$247.83
		56 5/ E 0 / 1				φ2 17.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24730	CHANDLER ASSET MANAGEMENT,	06/16/2017	4375	875000000	MAY17 LOBBYIST FEES	\$59.21
	INC.	06/16/2017	4375	890000000	MAY17 LOBBYIST FEES	\$32.13
		06/16/2017	4375	930000000	MAY17 LOBBYIST FEES	\$4,518.55
		CHANDLER	ASSET M	ANAGEMENT, I	INC. Total Check Amount:	\$5,106.38
V24731	CIVILSOURCE INC	06/16/2017	22210	510707873	TRACKS @BREA S6 APR17	\$17,864.00
			CIVILSO	JRCE INC	Total Check Amount:	\$17,864.00
V24732	CLARK SECURITY PRODUCTS, INC.	06/16/2017	20003	490515151	DOOR HARDWARE,ART GALLERY	\$1,696.07
		CLARK S	ECURITY	PRODUCTS, IN	C. Total Check Amount:	\$1,696.07
V24733	CLUB SERVICES	06/16/2017	16963	110404215	BOLT EQPMNT/TRDML RPR	\$871.91
		06/16/2017	16963	110404215	REARRANGE FTNS EQPMNT	\$320.00
		06/16/2017	16963	181404250	GRIP PLATES/OLYMPC BR	\$2,821.52
			CLUB SE	RVICES	Total Check Amount:	\$4,013.43
V24734	DANIELS TIRE SERVICE	06/16/2017	3133	480515161	TRUCK TIRES	\$580.02
		DA	ANIELS TII	RE SERVICE	Total Check Amount:	\$580.02
V24735	DAVID EVANS AND ASSOCIATES, INC.	06/16/2017	20981	510707929	PLANS:LAGOS DE MORENO	\$5,649.16
		DAVID EV	ANS AND	ASSOCIATES,	INC. Total Check Amount:	\$5,649.16
/24736	DE LAGE LANDEN FINANCIAL	06/16/2017	23311	110141441	DISPATCH MAY/JUN17	\$238.50
	SERVICES	06/16/2017	23311	110141441	FIRE STN #1 MAY/JUN17	\$88.13
		06/16/2017	23311	110141441	FIRE STN #2 MAY/JUN17	\$255.06
		06/16/2017	23311	110141441	FIRE STN #4 MAY/JUN17	\$88.13
		06/16/2017	23311	110141441	SR CTR MAY/JUN17	\$238.51
		DE LAGE LA	ANDEN FIN	IANCIAL SERV	//CES Total Check Amount:	\$908.33
/24737	DENNIS GRUBB & ASSOCIATES, LLC.	06/16/2017	25568	110222231	PLAN CHECK FEES MAY17	\$211.50
		DENNIS G	RUBB & A	ASSOCIATES, L	.LC. Total Check Amount:	\$211.50
V24738	ROWENA DHINGRA	06/16/2017	25697	110404215	MAY 2017	\$90.00
		R	OWENA D	HINGRA	Total Check Amount:	\$90.00
/24739	CAROL DINKLE	06/16/2017	15028	110000000	REIMB:RETIREMENT GIFT	\$107.75
			CAROL	DINKLE	Total Check Amount:	\$107.75
/24740	DUALGRAPHICS	06/16/2017	14494	110404311	CULTURAL ARTS FANS	\$1,910.95
			DUALGR	APHICS	Total Check Amount:	\$1,910.95
/24741	MICHAEL DURALDE	06/16/2017	25228	110404215	BECKMAN FITNESS	\$312.00
		06/16/2017	25228	110404215	BEGINNER FITNESS 101	\$282.50
		06/16/2017	25228	110404215	CLASS INSTRUCTOR BCC	\$624.00
		06/16/2017	25228	110404215	PERSONAL TRAINER BCC	\$972.00
		06/16/2017	25228	110404215	THE BREA MOVEMENT	\$1,432.20
		06/16/2017		110404215	TRX SUSPENSION BEG	\$35.00
			IICHAEL E		Total Check Amount:	\$3,657.70
√24742	MYRA DUVALL	06/16/2017		110404215	YOGA INSTRUCTOR	\$300.00
		00,10,2011	10000			ψ000.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			MYRA D	UVALL	Total Check Amount:	\$300.00
V24743	EQUIPMENT DIRECT INC	06/16/2017	4522	110515121	NEW SAFETY VESTS	\$218.86
		06/16/2017	4522	420515131	SAFETY EQUIPMENT	\$172.06
		EQ	UIPMENT	DIRECT INC	Total Check Amount:	\$390.92
V24744	FILARSKY & WATT LLP	06/16/2017	2043	110141481	PROF SVCS MAY 2017	\$630.00
		FI	LARSKY 8	WATT LLP	Total Check Amount:	\$630.00
V24745	FLEET SERVICES	06/16/2017	5658	480515161	FILTERS	\$93.29
		06/16/2017	5658	480515161	FUEL FILTERS	\$46.64
			FLEET SI	ERVICES	Total Check Amount:	\$139.93
V24746	FUSCOE ENGINEERING, INC.	06/16/2017	18052	410515132	NPDES SVCS FEB 2017	\$180.00
		06/16/2017	18052	510707873	TRACKS WQMP FEB17	\$1,746.00
		FUS	COE ENGI	NEERING, INC.	Total Check Amount:	\$1,926.00
V24747	GALE GARFIELD	06/16/2017	12619	110404215	CYCLE BCC	\$100.00
			GALE GA	RFIELD	Total Check Amount:	\$100.00
V24748	GENERAL PUMP COMPANY	06/16/2017	16281	420515131	PUMP CONTROL VALVE	\$1,089.00
		GENE	RAL PUM	P COMPANY	Total Check Amount:	\$1,089.00
V24749	MELISSA GIFFORD	06/16/2017	10645	110404215	CLASS INSTRUCTOR BCC	\$375.00
		06/16/2017	10645	110404215	TRX SUSPENSION ADV	\$65.00
			MELISSA	GIFFORD	Total Check Amount:	\$440.00
V24750	GLASBY MAINTENANCE SUPPLY CO	06/16/2017	6802	490515151	SOAP DISPENSER @ FS	\$153.86
		GLASBY N	AINTENA	NCE SUPPLY C	CO Total Check Amount:	\$153.86
V24751	DON GOLDEN	06/16/2017	10729	110323242	INSP SVCS 5/26-6/8	\$8,570.50
			DON GO	DLDEN	Total Check Amount:	\$8,570.50
V24752	HAAKER EQUIPMENT CO.	06/16/2017	4297	430515123	HEADSETS:SWR MNT CREW	\$6,275.80
		НАА	AKER EQU	IPMENT CO.	Total Check Amount:	\$6,275.80
V24753	DWAYNE HARPER	06/16/2017	26125	460141474	MILEAGE MAY 2017	\$182.97
			DWAYNE H	HARPER	Total Check Amount:	\$182.97
V24754	HCI SYSTEMS INC	06/16/2017	25112	490515151	FIRE ALARM TESTNG CCC	\$2,100.00
		06/16/2017	25112	490515151	FIRE PANEL SER. @ BCC	\$570.00
		06/16/2017	25112	490515151	WTRFLW TEST MAY-JUL17	\$315.00
			HCI SYST	TEMS INC	Total Check Amount:	\$2,985.00
V24755	MONA HERNANDEZ	06/16/2017	23114	110404215	MASSAGE THERAPIST BCC	\$678.00
		N	IONA HER	NANDEZ	Total Check Amount:	\$678.00
V24756	JACKSON'S AUTO SUPPLY	06/16/2017	1143	480515161	AUTO SUPPLIES	\$1,041.12
		06/16/2017	1143	490515151	AUTO SUPPLIES	\$21.53
		JACI	KSON'S AU	UTO SUPPLY	Total Check Amount:	\$1,062.65
V24757	KEENAN & ASSOCIATES	06/16/2017	22439	470141483	2017 WORKERS' COMP #7	\$8,674.58
		KEI	ENAN & AS	SSOCIATES	Total Check Amount:	\$8,674.58
V24758	BRITTANY KELLEY	06/16/2017	25530	110404215	PERSONAL TRAINER BCC	\$50.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			BRITTANY	KELLEY	Total Check Amount:	\$50.00
V24759	KAREN KIESS	06/16/2017	21414	110404215	CLASS INSTRUCTOR BCC	\$192.00
			KAREN	KIESS	Total Check Amount:	\$192.00
V24760	MARSHALL KING	06/16/2017	20807	110404215	PERSONAL TRAINER BCC	\$414.00
			MARSHA	LL KING	Total Check Amount:	\$414.00
V24761	LANCE, SOLL & LUNGHARD LLP	06/16/2017	8267	110141431	2016 AUP:BANK REC FIN	\$1,405.00
		06/16/2017	8267	110141431	2016 AUP:WRE TFRS FIN	\$1,405.00
		06/16/2017	8267	950000000	ILJAOC:2016 FIN AUDIT	\$9,158.00
		LANCE,	, SOLL & L	UNGHARD LLI	P Total Check Amount:	\$11,968.00
V24762	LAND CONCERN, LTD	06/16/2017	22942	510707936	DSGN:SR CTR LANDSCPNG	\$12,965.00
		L	AND CONC	CERN, LTD	Total Check Amount:	\$12,965.00
V24763	RENEE F. LAVACOT	06/16/2017	6754	110404215	ZUMBA INSTRUCTOR	\$275.00
		I	RENEE F. I	LAVACOT	Total Check Amount:	\$275.00
V24764	YASMIN LEJARDE	06/16/2017	25558	110404215	U-JAM INSTRUCTOR	\$50.00
			YASMIN L	EJARDE	Total Check Amount:	\$50.00
V24765	LOS ANGELES TRUCK CENTERS, LLC	06/16/2017	7300	480515161	AIR FILTER ELEMENT	\$143.57
		LOS ANGE	LES TRUC	K CENTERS, L	.LC Total Check Amount:	\$143.57
V24766	TANYA LOSCUTOFF	06/16/2017	22092	110404215	BOOT CAMP BECKMAN	\$130.00
		06/16/2017	22092	110404215	CLASS INSTRUCTOR BCC	\$200.00
		06/16/2017	22092	110404215	PERSONAL TRAINING BCC	\$776.00
		06/16/2017	22092	110404215	POWER TRAINING CLUB	\$235.00
		T	ANYA LOS	SCUTOFF	Total Check Amount:	\$1,341.00
V24767	MICAH MACIAS	06/16/2017	26340	110404215	ADMIN BECKMAN	\$595.00
		06/16/2017	26340	110404215	CIRCUIT SPORT BECKMAN	\$390.00
		06/16/2017	26340	110404215	PERSONAL TRAINER BCC	\$857.00
			MICAH	ACIAS	Total Check Amount:	\$1,842.00
V24768	PEDRO MACUIL	06/16/2017	6714	460141474	MILEAGE APR 2017	\$187.92
			PEDRO I	MACUIL	Total Check Amount:	\$187.92
V24769	MAKE IT "PERSONAL"	06/16/2017	19203	110212131	NAME PLATE	\$4.31
		М	AKE IT "PI	ERSONAL"	Total Check Amount:	\$4.31
V24770	KRIS MARUMOTO	06/16/2017	17803	110404215	YOGA	\$275.00
		06/16/2017	17803	110404215	YOGA BECKMAN	\$78.00
			KRIS MAR	имото	Total Check Amount:	\$353.00
V24771	ANDREA MCGRANAHAN	06/16/2017	26046	110404215	CLASS INSTRUCTOR BCC	\$175.00
		06/16/2017	26046	110404215	CYCLE/BECKMAN FITNESS	\$130.00
		06/16/2017	26046	110404215	PERSONAL TRAINER BCC	\$561.45
		AND	REA MCG	RANAHAN	Total Check Amount:	\$866.45
V24772	DAWN MENDELSON	06/16/2017	16701	110404541	MOSAIC LNDSCPE WRKSHP	\$760.00
		D	AWN MEN	DELSON	Total Check Amount:	\$760.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24773	JENNIFER MONZON-SCROFINI	06/16/2017	20158	110404215	CLASS ISNTRUCTOR BCC	\$200.00
		JENNII	FER MONZ	ZON-SCROFINI	Total Check Amount:	\$200.00
V24774	NATASHA MOORE	06/16/2017	10711	110404215	BODY PUMP INSTRUCTOR	\$96.00
		/	NATASHA	MOORE	Total Check Amount:	\$96.00
V24775	MUNISERVICES, LLC	06/16/2017	10627	110000000	LTC DISCVRY SVCS 4/30	\$297.92
		٨	MUNISERV	ICES, LLC	Total Check Amount:	\$297.92
V24776	ORANGE COUNTY UNITED WAY	06/16/2017	3451	110	DED:5005 UNITED WAY	\$47.40
		ORANG	E COUNTY	UNITED WAY	Total Check Amount:	\$47.40
V24777	SHAUN OSHANN	06/16/2017	25949	460141474	MILEAGE MAY 2017	\$592.25
			SHAUN O	SHANN	Total Check Amount:	\$592.25
V24778	PACIFIC TELEMANAGEMENT SERVICES	06/16/2017	19696	110141471	7147920348 JUN2017	\$75.00
		PACIFIC TEL	EMANAG	EMENT SERVIO	CES Total Check Amount:	\$75.00
V24779	PARACLETE FIRE AND SAFETY, INC.	06/16/2017	17760	490515151	FIRE EXTINGUISHERS	\$145.46
		PARACL	ETE FIRE .	AND SAFETY, I	INC. Total Check Amount:	\$145.46
V24780	PIERRE PASA	06/16/2017	11096	110404215	CARDIO KICK INSTRUCTR	\$310.00
			PIERRE	PASA	Total Check Amount:	\$310.00
V24781	HERMAN PERDOMO JR,	06/16/2017	20265	110404215	BODY PUMP INSTRUCTOR	\$100.00
		HEF	RMAN PER	RDOMO JR,	Total Check Amount:	\$100.00
V24782	IRACEMA PERDOMO	06/16/2017	14135	110404215	BODY PUMP INSTRUCTOR	\$200.00
		06/16/2017	14135	110404215	CLASS INSTR BECKMAN	\$75.00
		IR	ACEMA P	ERDOMO	Total Check Amount:	\$275.00
V24783	PRINT & FINISHING SOLUTIONS	06/16/2017	21135	110141441	LAMINATOR SUPPLIES	\$499.57
		PRINT	& FINISH	ING SOLUTION	S Total Check Amount:	\$499.57
V24784	ANILEECE PUGMIRE	06/16/2017	26223	110404215	MASSAGE THERAPIST BCC	\$645.00
		A	NILEECE	PUGMIRE	Total Check Amount:	\$645.00
V24785	R DEPENDABLE CONST. INC	06/16/2017	23856	510707930	PD REMODEL PP #7	\$10,000.00
		R DEI	PENDABL	E CONST. INC	Total Check Amount:	\$10,000.00
V24786	R.J. NOBLE COMPANY	06/16/2017	1076	420515131	ASPHALT	\$1,752.52
		R.	J. NOBLE	COMPANY	Total Check Amount:	\$1,752.52
V24787	RICHARDS, WATSON & GERSHON	06/16/2017	8978	110000000	0001 GEN LGL SVCS APR	\$1,628.00
		06/16/2017	8978	110000000	9999 GEN LGL SVCS APR	\$333.00
		06/16/2017	8978	110111112	0001 GEN LGL SVCS APR	\$8,741.89
		06/16/2017	8978	110111112	9999 GEN LGL SVCS APR	\$15,268.50
		06/16/2017	8978	470141483	0001 GEN LGL SVCS APR	\$129.50
		06/16/2017	8978	510707903	0001 GEN LGL SVCS APR	\$647.50
		06/16/2017	8978	510707903	9999 GEN LGL SVCS APR	\$222.00
		RICHARD	S, WATSO	ON & GERSHON	V Total Check Amount:	\$26,970.39
V24788	BRANDICE ROGERS	06/16/2017	26780	110404215	CIRCUIT SPRT INSTRCTR	\$92.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		В	RANDICE	ROGERS	Total Check Amount:	\$92.00
V24789	RUSSELL SIGLER INC.	06/16/2017	21638	490515151	HVAC FILTERS @ FS	\$59.35
		R	USSELL S	IGLER INC.	Total Check Amount:	\$59.35
V24790	MICHAEL RYAN	06/16/2017	12856	460141474	MILEAGE MAY 2017	\$136.96
			MICHAE	RYAN	Total Check Amount:	\$136.96
V24791	SAFETY DRIVERS ED	06/16/2017	19906	110404145	DRIVERS ED	\$25.80
		06/16/2017	19906	110404145	DRIVERS ED, SAFETY	\$77.40
		S	AFETY DF	RIVERS ED	Total Check Amount:	\$103.20
V24792	VINCENT SANCHEZ	06/16/2017	26162	460141474	MILEAGE MAY 2017	\$420.51
		١	/INCENT S	ANCHEZ	Total Check Amount:	\$420.51
V24793	JOSHUA SAZDANOFF	06/16/2017	21272	110404215	PERSONAL TRAINER BCC	\$51.00
		JO	SHUA SA	ZDANOFF	Total Check Amount:	\$51.00
V24794	SC FUELS	06/16/2017	16654	480515161	REG ETH 4341.6 GAL	\$10,848.56
			SC F	JELS	Total Check Amount:	\$10,848.56
V24795	BRANDI SCHUMACHER	06/16/2017	26514	110404215	YOGA BECKMAN	\$156.00
		BR	ANDI SCH	JMACHER	Total Check Amount:	\$156.00
V24796	HEIDE SHAKERI	06/16/2017	11756	110404215	LOW IMPCT CLASS INSTR	\$150.00
			HEIDE S	HAKERI	Total Check Amount:	\$150.00
V24797	SIERRA-CEDAR, INC	06/16/2017	23086	950000000	ILJAOC CONSULT MAY17	\$150.00
		:	SIERRA-C	EDAR, INC	Total Check Amount:	\$150.00
V24798	SIGN-A-RAMA	06/16/2017	12440	110515141	TRACKS SIGN DESIGN	\$235.50
			SIGN-A	RAMA	Total Check Amount:	\$235.50
V24799	ISMAEL O SILVA	06/16/2017	24370	110404215	ZUMBA BECKMAN	\$150.00
		06/16/2017	24370	110404215	ZUMBA INSTRUCTOR	\$390.00
			ISMAEL	O SILVA	Total Check Amount:	\$540.00
V24800	SITEONE LANDSCAPE SUPPLY, LLC	06/16/2017	25942	110515125	PARTS:BREA BL PLANTER	\$21.61
		SITEONE	LANDSCA	PE SUPPLY, L	LC Total Check Amount:	\$21.61
V24801	SMART & FINAL	06/16/2017	3269	110404521	HOME DELIVERED MEALS	\$37.13
			SMART	& FINAL	Total Check Amount:	\$37.13
V24802	SO CALIFORNIA ACADEMY OF MUSIC	06/16/2017	19969	110404214	ADLT PIANO/KEYBOARDNG	\$150.50
		06/16/2017	19969	110404214	PIANO/KEYBOARDING	\$236.50
		SO CALIFO	ORNIA AC	ADEMY OF MU	SIC Total Check Amount:	\$387.00
V24803	WHITNEY SOLENBERGER	06/16/2017	26744	110404215	YOGA	\$69.00
		06/16/2017	26744	110404215	YOGA BECKMAN	\$92.00
		WHIT	NEY SOL	ENBERGER	Total Check Amount:	\$161.00
V24804	SPECTRUM GAS PRODUCTS, INC.	06/16/2017	16060	110222222	OXYGEN	\$28.40
		SPECTR	UM GAS F	RODUCTS, IN	C. Total Check Amount:	\$28.40
V24805	STAGELIGHT PERFORMING ARTS	06/16/2017	25172	110404145	CNTRCT CLASS INSTRCTR	\$150.00

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24806	STAPLES TECHNOLOGY SOLUTIONS	06/16/2017	22888	110111151	TONER	\$77.32
		STAPLES 1	TECHNOL	OGY SOLUTION	VS Total Check Amount:	\$77.32
V24807	STATE INDUSTRIAL PRODUCTS	06/16/2017	8572	490515151	CLEANING CHEMICALS @ FS	\$353.95
		STATE	INDUSTRI	AL PRODUCTS	Total Check Amount:	\$353.95
V24808	STODDART'S TOOL & EQUIPMENT	06/16/2017	13842	480515161	GRACO OIL KING AIR VALVE	\$576.96
		STODDA	RT'S TOO	L & EQUIPMEN	Total Check Amount:	\$576.96
V24809	SUPERIOR ALARM SYSTEMS	06/16/2017	11074	110404211	ADDL PROGRAMMERS	\$45.00
		SUPER	RIOR ALAI	RM SYSTEMS	Total Check Amount:	\$45.00
V24810	TENNIS ANYONE ACADEMY	06/16/2017	12688	110404145	CONTRACT CLASS INSTR	\$45.00
		06/16/2017	12688	110404145	TENNIS INSTRUCTOR	\$2,912.50
		TENN	IS ANYON	IE ACADEMY	Total Check Amount:	\$2,957.50
V24811	TOTAL ADMINISTRATIVE SERVICE	06/16/2017	26017	110	DED:808B FSA DEPCAR	\$1,652.49
	CORP.	06/16/2017	26017	110	DED:808C FSA UR MED	\$4,905.38
		TOTAL ADM	IINISTRAT	IVE SERVICE O	CORP. Total Check Amount:	\$6,557.87
V24812	TROPICAL PLAZA NURSERY, INC	06/16/2017	2062	420515131	CITY RESERVOIRS MAY17	\$1,250.00
		TROPIC	AL PLAZA	A NURSERY, IN	C Total Check Amount:	\$1,250.00
V24813	LETICIA TRUJILLO	06/16/2017	22054	110404215	CLASS INSTRUCTOR BCC	\$168.00
			LETICIA	TRUJILLO	Total Check Amount:	\$168.00
V24814	EDEN TURNER	06/16/2017	21951	110404215	BODYPUMP INSTRUCTOR	\$192.00
			EDEN T	URNER	Total Check Amount:	\$192.00
V24815	SEONAG TURNER	06/16/2017	20291	110404215	PERSONAL TRAINER BCC	\$666.00
		06/16/2017	20291	110404215	PILATES INSTRUCTOR	\$150.00
			SEONAG	TURNER	Total Check Amount:	\$816.00
V24816	UNDERGROUND SERVICE ALERT/SC	06/16/2017	4537	420515131	UNDRGRND TCKTS MAY17	\$141.00
		UNDERGR	OUND SEI	RVICE ALERT/S	SC Total Check Amount:	\$141.00
V24817	UNITED ROTARY BRUSH CORPORATION	06/16/2017	16649	480515161	SWEEPER BROOMS (3)	\$568.92
		UNITED ROT	ARY BRUS	SH CORPORAT	TON Total Check Amount:	\$568.92
V24818	US BANK XX0338 CITY MGR	06/16/2017	24704	110111111	CAL CARDS MGMT SVCS	\$1,677.92
		06/16/2017	24704	110111143	CAL CARDS MGMT SVCS	\$1,288.34
		US E	BANK XXO	338 CITY MGR	Total Check Amount:	\$2,966.26
V24819	US BANK XX0312 HR	06/16/2017	24776	110111143	CAL CARDS HR	\$122.78
		06/16/2017	24776	110141481	CAL CARDS HR	\$2,306.12
		06/16/2017	24776	110404312	CAL CARDS HR	\$2,173.00
		06/16/2017	24776	470141483	CAL CARDS HR	\$152.66
		l	JS BANK	XX0312 HR	Total Check Amount:	\$4,754.56
V24822	US BANK XX0593 COMM SVC	06/16/2017	24777	110	CALCARD-CS-CP-052217	\$4.99
		06/16/2017	24777	110	CS CALCRD ST 052217	(\$125.45)
		06/16/2017	24777	110	CS CC SALES TAX	\$0.39

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
24822	US BANK XX0593 COMM SVC	06/16/2017	24777	110111143	CALCARD-CS-CP-052217	\$13.99
		06/16/2017	24777	110111143	CALCARD-CS-MM-052217	\$32.29
		06/16/2017	24777	110323231	CALCARD-CS-JC-052217	\$64.22
		06/16/2017	24777	110404211	CALCARD-CS-MM-052217	\$10.96
		06/16/2017	24777	110404211	CALCARD-CS-NA-052217	\$48.45
		06/16/2017	24777	110404211	CALCARD-CS-RF-052217	\$165.72
		06/16/2017	24777	110404212	CALCARD-CS-NA-052217	\$285.96
		06/16/2017	24777	110404215	CALCARD-CS-BH-052217	\$11.18
		06/16/2017	24777	110404215	CALCARD-CS-DA-052217	\$2,215.03
		06/16/2017	24777	110404215	CALCARD-CS-JS-052217	\$272.99
		06/16/2017	24777	110404217	CALCARD-CS-PK-052217	\$378.37
		06/16/2017	24777	110404223	CALCARD-CS-BK-052217	\$127.53
		06/16/2017	24777	110404224	CALCARD-CS-MM-052217	\$12.2
		06/16/2017	24777	110404224	CALCARD-CS-SS-052217	\$93.3
		06/16/2017	24777	110404311	CALCARD-CS-CE-052217	\$160.5
		06/16/2017	24777	110404311	CALCARD-CS-JC-052217	\$928.7
		06/16/2017	24777	110404311	CALCARD-CS-JM-052217	\$8.6
		06/16/2017	24777	110404311	CALCARD-CS-RF-052217	\$339.3
		06/16/2017	24777	110404311	CALCARD-CS-SM-052217	\$63.0
		06/16/2017	24777	110404312	CALCARD-CS-AA-052217	\$184.6
		06/16/2017	24777	110404312	CALCARD-CS-CH-052217	\$862.9
		06/16/2017	24777	110404312	CALCARD-CS-JC-052217	\$222.5
		06/16/2017	24777	110404312	CALCARD-CS-JM-052217	\$129.5
		06/16/2017	24777	110404312	CALCARD-CS-KS-052217	\$866.3
		06/16/2017	24777	110404312	CALCARD-CS-LS-05222017	\$121.7
		06/16/2017	24777	110404312	CALCARD-CS-TM-052217	\$64.8
		06/16/2017	24777	110404312	CALCARD-CS-TN-052217	\$2,198.4
		06/16/2017	24777	110404312	CS CC SALES TAX	\$0.1
		06/16/2017	24777	110404420	CALCARD-CS-CP-052217	\$69.7
		06/16/2017	24777	110404420	CALCARD-CS-PK-052217	\$11.9
		06/16/2017	24777	110404421	CALCARD-CS-KS-052217	\$12.9
		06/16/2017	24777	110404421	CALCARD-CS-TN-052217	\$244.5
		06/16/2017	24777	110404422	CALCARD-CS-GA-052217	\$969.1
		06/16/2017	24777	110404425	CALCARD-CS-RF-052217	\$44.5
		06/16/2017	24777	110404425	CALCARD-CS-SS-052217	\$35.9
		06/16/2017	24777	110404428	CALCARD-CS-PK-052217	\$636.8
		06/16/2017	24777	110404428	CS CC SALES TAX	\$16.2
		06/16/2017	24777	110404429	CALCARD-CS-PK-052217	\$110.5

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24822	US BANK XX0593 COMM SVC	06/16/2017	24777	110404521	CALCARD-CS-FT-052217	\$461.37
		06/16/2017	24777	110404521	CALCARD-CS-NG-052217	\$660.51
		06/16/2017	24777	110404521	CALCARD-CS-SK-052217	\$107.89
		06/16/2017	24777	110404521	CALCARD-CS-TT-052217	\$1,990.44
		06/16/2017	24777	110404521	CS CC SALES TAX	\$6.32
		06/16/2017	24777	110404523	CALCARD-CS-CP-052217	\$732.16
		06/16/2017	24777	110404523	CALCARD-CS-CR-052217	\$199.22
		06/16/2017	24777	110404541	CALCARD-CS-CM-052217	\$847.08
		06/16/2017	24777	110404541	CALCARD-CS-HB-052217	\$105.17
		06/16/2017	24777	110404542	CALCARD-CS-KK-052217	\$1,362.82
		06/16/2017	24777	110404542	CALCARD-CS-LF-052217	\$201.35
		06/16/2017	24777	110404542	CALCARD-CS-TM-052217	\$2,094.10
		06/16/2017	24777	110404542	CS CC SALES TAX	\$102.39
		US BA	NK XX05	93 COMM SVC	Total Check Amount:	\$20,786.85
V24823	US BANK XX0502 COMM & MKTG	06/16/2017	24778	110111111	COMM CALCRD 052217	\$20.84
		06/16/2017	24778	110111143	COMM CALCRD 052217	\$32.30
		06/16/2017	24778	110111151	COMM & MKTG CREDIT CARDS	\$84.07
		06/16/2017	24778	110111152	COMM & MKTG CREDIT CARDS	\$135.99
		06/16/2017	24778	110404312	COMM CALCRD 052217	\$51.66
		06/16/2017	24778	510	C&M CALCRD ST 052217	(\$3.61)
		06/16/2017	24778	510707903	COMM CALCRD 052217	\$648.89
		06/16/2017	24778	510707903	COMM CALCRD TX 052217	\$3.61
		US BAN	к XX0502	COMM & MKT	G Total Check Amount:	\$973.75
V24824	US BANK XX0353 COMM DEV	06/16/2017	24779	110	CD CALCRD ST 052217	(\$1.95)
		06/16/2017	24779	110141481	CALCRDS COMDEV 052217	\$26.00
		06/16/2017	24779	110323212	COMM DEV/PLANNING-B&S	\$1,639.12
		06/16/2017	24779	110323214	COMM DEV/PLANNING-B&S	\$268.00
		06/16/2017	24779	110323231	CD CC SALES TAX	\$1.95
		06/16/2017	24779	110323231	COMM DEV/PLANNING-B&S	\$3,310.46
		06/16/2017	24779	110323241	COMM DEV/PLANNING-B&S	\$287.01
		US BA	NK XX03	53 COMM DEV	Total Check Amount:	\$5,530.59
V24825	US BANK XX0270 ADMIN SVCS	06/16/2017	24781	110000000	CAL CARDS FINANCE	\$1,869.29
		06/16/2017	24781	110111143	CAL CARDS FINANCE	\$325.00
		06/16/2017	24781	110111161	US BANK 5-29-17	\$785.03
		06/16/2017	24781	110141411	CAL CARDS FINANCE	\$46.26
		06/16/2017	24781	110141431	CAL CARDS FINANCE	\$648.88
		US BA	NK XX02	70 ADMIN SVCS	S Total Check Amount:	\$3,674.46

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24826	US BANK XX0650 FIRE	06/16/2017	24782	110	FIRE CALCRD ST 052217	(\$7.75)
		06/16/2017	24782	110111143	CAL CARD - MAY - 2017	\$125.54
		06/16/2017	24782	110222211	CAL CARD - MAY - 2017	\$379.47
		06/16/2017	24782	110222212	CAL CARD - MAY - 2017	\$75.82
		06/16/2017	24782	110222213	CAL CARD - MAY - 2017	\$668.32
		06/16/2017	24782	110222213	FIRE CALCRD SALES TAX	\$7.75
		06/16/2017	24782	110222221	CAL CARD - MAY - 2017	\$688.96
		06/16/2017	24782	110222222	CAL CARD - MAY - 2017	\$37.69
		06/16/2017	24782	110222223	CAL CARD - MAY - 2017	\$3,424.41
		06/16/2017	24782	110222231	CAL CARD - MAY - 2017	\$253.69
		U	S BANK)	CX0650 FIRE	Total Check Amount:	\$5,653.90
V24827	US BANK XX0346 IT	06/16/2017	24783	110	IT CALCRD ST 052217	(\$0.85)
		06/16/2017	24783	110141471	CAL CARDS IT	\$2,204.95
		06/16/2017	24783	110141471	IT CALCRD ST 052217	\$0.85
		06/16/2017	24783	110141472	CAL CARDS IT	\$59.99
		06/16/2017	24783	110404213	CAL CARDS IT	\$37.83
		06/16/2017	24783	110515125	CAL CARDS IT	\$52.83
		06/16/2017	24783	110515171	CAL CARDS IT	\$140.00
		06/16/2017	24783	280323215	CAL CARDS IT	\$9.95
		06/16/2017	24783	460	IT CALCRD ST 052217	(\$3.86)
		06/16/2017	24783	460141474	CAL CARDS IT	\$760.93
		06/16/2017	24783	460141474	IT CALCRD ST 052217	\$3.86
		06/16/2017	24783	480515161	CAL CARDS IT	\$434.23
			US BANK	XX0346 IT	Total Check Amount:	\$3,700.71
V24829	US BANK XX0221 PW	06/16/2017	24784	110515121	CALCARD PW 052217	\$332.43
		06/16/2017	24784	110515125	CALCARD PW 052217	\$134.67
		06/16/2017	24784	110515143	CALCARD PW 052217	\$36.79
		06/16/2017	24784	110515144	CALCARD PW 052217	\$318.61
		06/16/2017	24784	360515145	CALCARD PW 052217	\$114.00
		06/16/2017	24784	420515131	CALCARD PW 052217	\$1,594.99
		06/16/2017	24784	430515123	CALCARD PW 052217	\$59.95
		06/16/2017	24784	480	PW CALCRD ST 052217	(\$0.81)
		06/16/2017	24784	480515161	CALCARD PW 052217	\$699.27
		06/16/2017	24784	480515161	PW CALCRD ST 052217	\$0.81
		06/16/2017	24784	490515151	CALCARD PW 052217	\$2,592.31
		U	IS BANK X	XX0221 PW	Total Check Amount:	\$5,883.02
V24831	US BANK XX0544 POLICE	06/16/2017	24785	110	CAL CARDS PD 5-22-17	\$1,388.63
		06/16/2017	24785	110	PD CALCRD ST 052217	(\$1.55)

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V24831	US BANK XX0544 POLICE	06/16/2017	24785	110141481	CAL CARDS PD 5-22-17	\$51.61
		06/16/2017	24785	110212111	CAL CARDS PD 5-22-17	\$6,223.40
		06/16/2017	24785	110212111	PD CALCARD SALES TAX	\$1.55
		06/16/2017	24785	110212121	CAL CARDS PD 5-22-17	\$443.04
		06/16/2017	24785	110212131	CAL CARDS PD 5-22-17	\$206.82
		06/16/2017	24785	110212133	CAL CARDS PD 5-22-17	\$158.43
		06/16/2017	24785	230212141	CAL CARDS PD 5-22-17	\$79.71
		06/16/2017	24785	280323215	CAL CARDS PD 5-22-17	\$140.00
		06/16/2017	24785	480515161	CAL CARDS PD 5-22-17	\$1,139.20
		06/16/2017	24785	510707930	CAL CARDS PD 5-22-17	\$1,001.81
		US	ванк ХХ	0544 POLICE	Total Check Amount:	\$10,832.65
V24832	US BANK XX3401 PW- ADMIN	06/16/2017	24786	110	PW AD CALCD ST 052217	(\$53.28)
		06/16/2017	24786	110515111	CALCARD PW ADMIN 052217	\$687.50
		06/16/2017	24786	110515111	PW ADMIN CC SALES TAX	\$53.28
		06/16/2017	24786	110515171	CALCARD PW ADMIN 052217	\$42.43
		06/16/2017	24786	420515131	CALCARD PW ADMIN 052217	\$263.98
		US B	ANK XX34	401 PW- ADMIN	Total Check Amount:	\$993.91
V24833	VENDINI	06/16/2017	24179	110404542	TICKET PROCESSNG FEES	\$226.50
			VEN	IDINI	Total Check Amount:	\$226.50
V24834	JUANA VENTURA	06/16/2017	17752	110404215	CYCLE BECKMAN	\$156.00
		06/16/2017	17752	110404215	CYCLE CLASS INSTRCTR	\$75.00
			JUANA VE	ENTURA	Total Check Amount:	\$231.00
V24835	VISTA PAINT CORPORATION	06/16/2017	4573	490515151	PAICH & PAINT @ BCC	\$10.13
		06/16/2017	4573	490515151	PAINT DOORS @ ART GALLERY	\$58.93
		06/16/2017	4573	490515151	PAINT DOORS @ FS 1	\$46.96
		06/16/2017	4573	490515151	PAINT PROJECT @ CCC	\$103.57
		VISTA	A PAINT CO	ORPORATION	Total Check Amount:	\$219.59
V24836	WILLDAN ENGINEERING	06/16/2017	12445	510707218	TRAFFIC ENGINEERING	\$80.00
		06/16/2017	12445	510707310	CENTRAL/TAMARACK	\$298.00
		06/16/2017	12445	510707310	TRAFFIC ENGINEERING	\$880.00
		06/16/2017	12445	510707709	TRAFFIC ENGINEERING	\$760.00
		06/16/2017	12445	510707714	TRAFFIC ENGINEERING	\$80.00
		06/16/2017	12445	510707903	TRAFFIC ENGINEERING	\$120.00
		WIL	LDAN EN	GINEERING	Total Check Amount:	\$2,218.00
V24837	SARA WOODWARD	06/16/2017	26083	110212122	MILEAGE MAY 2017	\$96.51
		S	ARA WOO	DWARD	Total Check Amount:	\$96.51
					Voucher Subtotal	\$861,809.32

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
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TOTAL \$1,183,645.03