



FINANCE COMMITTEE AGENDA

Tuesday, June 13, 2017

8:30 AM

Executive Conference Room, Level Three
Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

MEMBERS: Council Member Christine Marick and Council Member Marty Simonoff
ALTERNATE: Mayor Cecilia Hupp

Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic and Cultural Center 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.

CALL TO ORDER / ROLL CALL

1. Matters from the Audience

CONSENT

2. Approval of Minutes of May 30, 2017 Meeting

Attachments

Minutes

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

Attachments

Attachment A

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

Attachments

Proposal

NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.

5. CAD/RMS Software Support for the City of Brea

Attachments

Hexagon Quote

DISCUSSION

6. Schedule Next Meeting: June 27, 2017

cc: Mayor Pro Tem Glenn Parker
Council Member Steven Vargas

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)

City of Brea

FINANCE COMMITTEE COMMUNICATION

FROM: City Manager

DATE: 06/13/2017

SUBJECT: Approval of Minutes of May 30, 2017 Meeting

Attachments

Minutes



FINANCE COMMITTEE MINUTES

Tuesday, May 30, 2017

8:30 AM

Executive Conference Room, Level Three

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Council Member Christine Marick, Council Member Marty Simonoff, Chris Emeterio, David Crabtree, Tony Olmos, Cindy Russell, Bill Bowlus, Steve Kooyman, Faith Madrazo, Sean Matlock, Lee Squire, Alicia Brenner and Ana Conrique.

1. Matters from the Audience – *None*

CONSENT

2. Approval of Minutes of May 9, 2017 Meeting – *Approved.*
3. Professional Services Agreement (PSA) with CPSI for the Right of Way (ROW) Property Acquisition Services of SR-57 & Lambert Road Interchange Improvements, Project 7251 – *Recommended for City Council approval.*
4. Receive Bids, Appropriate Additional Funding for Laurel Elementary Magnet School/Lagos de Moreno Park Upgrades, Project 7929 and Award Contract to Lucas Builders, Inc. – *Recommended for City Council approval.*
5. Receive Bids and Award Contract to Clean Cut Landscape for Brea Community Center Landscape Improvements, CIP #7936, in the amount of \$184,017 – *Recommended for City Council approval.*
6. Update to the City of Brea Long-Term Debt Policy Required for Future Issuance of Bonds and Other Debt Obligations – *Recommended for City Council approval.*
7. Fiscal Year 2017-18 City Paramedic Property Tax Rate – *Recommended for City Council approval.*
8. Fiscal Year 2017-18 Appropriations Limit – *Recommended for City Council approval.*
9. Amendments to Legal Services Agreements – *Staff to provide Council Member Simonoff with a summary of Richards, Watson & Gershon, Inc. rates for other client cities. Recommended for City Council approval.*

DISCUSSION

10. Schedule Next Meeting: June 13, 2017

Meeting adjourned: 8:39 AM

cc: Mayor Cecilia Hupp
Mayor Pro Tem Glenn Parker
Council Member Steven Vargas

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: City Manager

DATE: 06/13/2017

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:

- Segment 1 starts at Arovista Park and ends along the OCFC flood channel west of the Downtown. This segment is complete and open to the public.
- Segment 2 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.
- Segment 3 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.
- Segment 4 starts at State College Blvd. and ends at Birch Street and is the subject of this staff report.
- Segment 5 starts at Birch Street and ends at Kraemer Blvd (through Birch Hills Golf Course). This segment is complete and is open to the public.
- Segment 6 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.

SUMMARY/FISCAL IMPACT

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 Tracts 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, City Engineer
Tony Olmos, Public Works Director

Attachments

Attachment A

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.

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 Bid bond in the amount of \$ 10% 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).

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	05/11/17	
2	05/22/17	

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	1	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	CY	\$ 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

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	CY	\$ 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	1	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		\$ 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

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	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: <u>Three Million, Four Hundred Ninety-Nine Thousand, One Hundred Ninety-One Dollars and 45/100.</u>

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

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.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
33, 34, 35, 38	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 JCutierrez@marinaco.com	492862	A, B, C27, C36, D49	1000000079
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 90809-2589 cpelayo@starresourcescorp.com	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, C61	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.

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

State of California

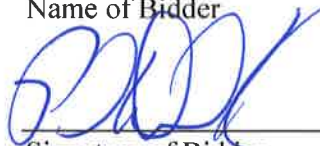
ss.

County of Orange

P. David Herrera, being first duly sworn, deposes and says that he or she is President of American Integrated Services, 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

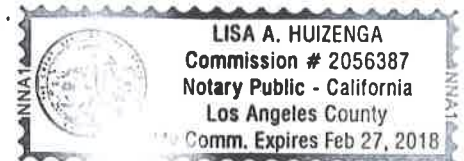
1502 E Opp Street

Wilmington, CA 90744

Address of Bidder

Subscribed and sworn to before me this 24th day of May, 2017.

NOTARY PUBLIC



NOTARY SEAL

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 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



By

P. David Herrera, President

Title

Date: 05/24/2017

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 self-insurance 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

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.

American Integrated Services, Inc.
Company Name

[Signature]
Signature of Bidder

P. David Herrera, President
Printed or Typed Signature

Subscribed and sworn to before me this 24 day of May, 2017



NOTARY PUBLIC [Signature]

NOTARY SEAL

Listed below are the names, address and telephone numbers for three (3) public agencies for which the bidder has performed similar work within the past two (2) years:

1. City of Brea - 1 Civic Center Circle, Brea, CA 92821
Name and Address of Public Agency

Name and Telephone No. of Project Manager of Public Agency: Raul Lising (714) 671-4450

<u>\$2,713,740.36</u>	<u>Excavation, transportation, disposal</u>	<u>2015</u>
Contract Amount	Type of Work	Date Completed

2. Los Angeles Dept of Water & Power - 111 N Hope Street, Los Angeles, CA
Name and Address of Public Agency

Name and Telephone No. of Project Manager of Public Agency: David Geere 213-367-4512

<u>\$545,344.81</u>	<u>Excavation, transportation, disposal</u>	<u>2015</u>
Contract Amount	Type of Work	Date Completed

3. City of Los Angeles, Bureau of Engineering - 201 N Figueroa St, Los Angeles, CA 90012
Name and Address of Public Agency

Name and Telephone No. of Project Manager of Public Agency: Mariet Ohanian 213-847-4809

<u>\$6,451,668.45</u>	<u>Soil remediation, grading, site improvements</u>	<u>2017</u>
Contract Amount	Type of Work	Date Completed

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 January, 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

**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



Authorized Signature

P. David Herrera, President
Position

American Integrated Services, Inc.
Company

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder American Integrated Services, Inc.,
proposed Subcontractor _____,
hereby certifies that he has X, has not _____, 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 Joint 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 this 24th day of May, 2017.



Contractors Signature
P. David Herrera, President
American Integrated Services, Inc.

Contractors Name

1502 E Opp Street
Address

Wilmington, CA 90744
City

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.



Contractor's Signature

P. David Herrera

American Integrated Services, Inc.

Contractor's Name

1502 E Opp Street

Address

Wilmington, CA 90744

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:

- (1) 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 this 24th day of May, 2017



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

Contractor's Name

1502 E Opp Street

Address

Wilmington, CA 90744

City

N/A - NOT APPLICABLE

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: 2. Status of Federal Action: 3. Report Type:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

- a. bid/offer/application
- b. initial award
- c. post-award

- a. initial
- b. material change

For Material Change Only:

year quarter _____
date of last report _____

4. Name and Address of Reporting Entity

 Prime Subawardee
Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

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 Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual planned

13. Type of Payment (check all that apply)

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes 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

LOCAL AGENCY BIDDER-DBE INFORMATION

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Brea LOCATION: Brea, CA
 PROJECT DESCRIPTION: The Tracks at Brea - Segment 4
 TOTAL CONTRACT AMOUNT: \$ 3,499,191.45
 BID DATE: 05/25/2017
 BIDDER'S NAME: American Integrated Services Inc.
 CONTRACT DBE 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 DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
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 <i>How?</i> <i>Driv</i>	Transportation	7126 05/16/2018	Star Resources Corp PO Box 92589 Long Beach, CA 310-952-1148	525,250

For Local Agency to Complete:

Local Agency Contract Number: _____
 Federal-aid Project Number: _____
 Federal Share: \$ _____
 Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

 Print Name
 Local Agency Representative

 Signature

 Date

(Area Code) Telephone Number: _____

Total Claimed DBE Participation \$ 807,400
 _____ %
23.1 %

Nathan Stanley
 Signature of Bidder

05/24/2017 310-522-1168
 Date (Area Code) Tel. No.

Nathan Stanley
 Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
 (Rev 6/26/09)

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



Brian J. Stiger
Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF
CONSUMER AND BUSINESS AFFAIRS**

"To Enrich Lives Through Effective and Caring Service"

Members of the Board

Hilda L. Solls
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich

May 27, 2015

**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 <http://camisvr.co.la.ca.us/webven>. 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 90012-2708
Telephone (800) 593-8222 • (213) 974-1452
Fax (213) 887-1137 • Website: dca.lacounty.gov

Small Business Assistance
1100 North Eastern Ave, Los Angeles, CA 90083
Telephone (323) 881-3064
Fax (323) 4158521 • Website: osb.lacounty.gov

[Back To Query Form](#)

Search Returned 1 Records

Thu May 25 10:31:13 PDT 2017

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	
City	SANTA FE SPRINGS
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
E-Mail	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
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	00;
Districts	00;
DBE NAICS	237110;

ACDBE NAICS

Work Codes C7160 ASBESTOS-CEMENT SEWER PIPE; C1901 ROADWAY EXCAVATION; C1940 DITCHES EXCAVATION; C1920 STRUCTURE EXCAVATION; C1601 CLEARING & GRUBBING; C9980 DEMOLITION; C1930 STRUCTURE BACKFILL;

Licenses A General Engineering Contractor; B General Building Contractor; C10 Electrical Contractor; C16 Fire Protection Contractor; C36 Plumbing Contractor;

Trucks

Gender M
Ethnicity HISPANIC
Firm Type DBE

[Back To Query Form](#)

[Back To Query Form](#)

Search Returned 1 Records

Thu May 25 10:36:59 PDT 2017

Query Criteria

Firm/DBA Name: star resources

Firm Type: DBE

Firm ID	43383
Firm/DBA Name	STAR RESOURCES CORP.
Address Line1	PO BOX 92589
Address Line2	
City	LONG BEACH
State	CA
Zip Code1	90809
Zip Code2	
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 DISPOSAL; A0710 SOIL PREPARATION SERVICES;

Licenses

Trucks

Gender

M

Ethnicity

HISPANIC

Firm Type

DBE

[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 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 (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 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 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?

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 (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?

Yes No

If "yes," on a separate page identify the claim by 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 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 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 (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 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.)

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 (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?

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 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?

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 and the amount of back wages and penalties that were assessed.

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

1. Case #: CV12-6484 CBM(FMOX)
Filed: 05/27/2012
Settled: 06/2013

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 Bond
Filed in: United States District Court, Central District of California
Demand 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 Notice
Filed in: Superior Court of the State of California, County of San Francisco
Demand 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
Filed in: Superior Court of the State of California, County of Los Angeles
Demand Amount:

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 services
Filed In: Orange County Superior Court
Demand Amount: \$38,000

BID BOND

Bond No. 204

KNOW ALL MEN BY THESE PRESENTS, THAT WE
American Integrated Services, Inc.

as PRINCIPAL, and

U.S. Specialty Insurance Company

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 12th day of May, 20 17.

American Integrated Services, Inc.

Principal

By:

Paul David Herrera-President

U.S. Specialty Insurance Company

Surety

By:

Les M. Mantle-Attorney in Fact

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Thirty Million***** Dollars (\$ *30,000,000.00*).

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:

[Signature]
Daniel P. Aguilar, 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.

Signature

[Signature]

(Seal)



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 of May, 2017

Corporate Seals



Bond No. 204
Agency No. 8227

[Signature]
Kio Lo, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189**

State of California

County of Los Angeles }

On 05/24/2017 before me, _____
Date

Lisa A. Huizenga, Notary Public
Here Insert Name and Title of the Officer

personally appeared P David Herrera

Name(s) of Signer(s)



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 seal.

Signature: _____

Lisa A. Huizenga
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: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: City Manager

DATE: 06/13/2017

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, and 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

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 has 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.

SUMMARY/FISCAL IMPACT

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	\$68,227

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. Section E- Special Provisions

Part 1 – General Provisions

Section 2 – Scope and Control of Work

2-9 – Surveying

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 Communications, Office (951) 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, DINO.ALVARADO@pbfenergy.com.

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

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

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: Fernando.cordero@charter.com.

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, DAVID.AGUINAGA@pbfenergy.com.

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. Sheets 2, 3, and 6, of the Contract Plans are hereby replaced with the attached Sheets 2, 3, and 6

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

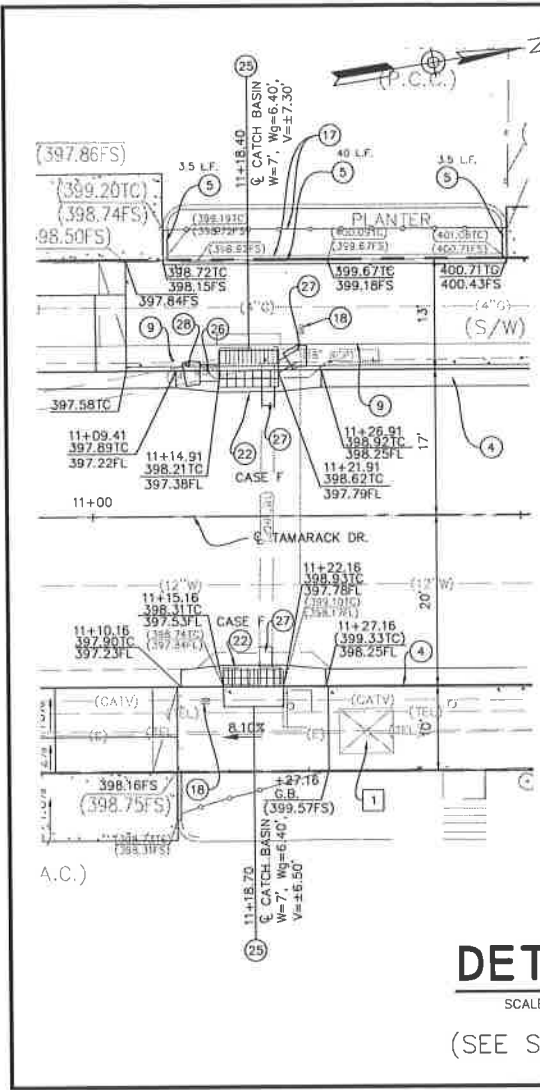

Raul Y. Lising, P.E.
Assistant City Engineer

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

A.C.	ASPHALT CONCRETE	LME	LANDSCAPE MAINTENANCE EASEMENT
ACWS	ASPHALT CONCRETE WEARING SURFACE	LP	LOW POINT
AB	AGGREGATE BASE	LT	LEFT
AD	AREA DRAIN	MC	MIDDLE OF CURVE
ARV	AIR RELEASE VALVE	MCR	MIDDLE OF CURB RETURN
B.C.	BEGINNING OF CURVE	MH	MANHOLE
BCB	BOTTOM OF CONCRETE BARRIER	MIN	MINIMUM
BCR	BEGIN CURB RETURN	MLC	MORTAR LINED AND COATED
BEG	BEGIN	MTC	MEDIAN TOP OF CURB
BO	BLOW OFF	MWD	METROPOLITAN WATER DISTRICT
BUR.	BURIED CABLE	N.T.S.	NOT TO SCALE
BVCE	BEGINNING OF VERTICAL CURVE ELEVATION	OC	ON CURVE
BVCS	BEGINNING OF VERTICAL CURVE STATION	O.C.C.	ON CENTER
B/W	BACK OF WALK	P	POINT OF COMPOUND CURVE
BW	BOTTOM OF WALL	PE	PAD ELEVATION
CBG	CURB AND GUTTER	P	POLYETHYLENE
CF	CATCH BASIN	P.I.	POINT OF INTERSECTION
CI	CAST IRON	P.I.C.	POINT OF INTERSECTION VERTICAL CURVE
C.I.P.	CAST IRON PIPE	PL (OR R)	PROPERTY LINE
CIPP	CAST IN PLACE PIPE	P.O.XFE	PUSH ON BY FLANGED END
C	CENTERLINE	P.P.	POWER POLE
CLF	CHAIN LINK FENCE	PMT	PAVEMENT
CLR	CLEAN OUT	P.R.C.	POINT OF REVERSE CURVATURE
CML	CEMENT MORTAR LINED CONCRETE	P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
CR	CURB RETURN	PT	POINT OF TANGENT
DC	DECOMPOSED GRANITE	PVC	POLYVINYL CHLORIDE PIPE
D.I.P.	DUCTILE IRON PIPE	P.V.I.	POINT OF VERTICAL INTERSECTION
DWG.	DRAWING	PUE	PUBLIC UTILITY EASEMENT
DWY	DRIVEWAY	PWMT	PAVEMENT
EBP	EDGE OF BIKE PATH	R	RADIUS
EC	END CURVE	R.C.P.	REINFORCED CONCRETE PIPE
ECR	END CURB RETURN	RET	RETAINING WALL
EG	EXISTING GRADE	RI	RODDING INLET
EL	ELEVATION	RT	RIGHT
EP	EDGE OF PAVEMENT	R/W	RIGHT-OF-WAY
E.P.B.	ELECTRICAL PULL BOX	R.W.	RESILIENT WEDGE
E.R.M.	ELECTRICAL RISER AND METER	S	SEWER
ELEC.	ELECTRICAL	S=	SLOPE IN FEET PER FOOT
ESMT	EASEMENT	SC	SAW CUT LINE
EX/EXIST.	EXISTING	SD	STORM DRAIN
EVA	EMERGENCY VEHICLE ACCESS	SDE	STORM DRAIN EASEMENT
FE	FLANGE END	S.F.	SQUARE FEET
FG	FINISH GRADE	SHT	SHEET
FH	FIRE HYDRANT	SL	STATION LINE
FI	FIELD INLET	S.O.	SIDE OPENING
FL	FLOWLINE	SS	SANITARY SEWER
FM	FORCE MAIN	SSE	SANITARY SEWER EASEMENT
FS	FINISHED SURFACE	SSMH	SANITARY SEWER MANHOLE
G	GAS	STA.	STATION
GB	GRADE BREAK	STD.	STANDARD
GR	GRATE	STL.	STEEL
HDPE	HIGH DENSITY POLYETHYLENE	SW	SIDEWALK
HP	HIGH POINT	T	TANGENT LENGTH
I.D.	INSIDE DIAMETER	TC	TOP OF CURB
IMP	INTEGRATED MANAGEMENT PRACTICE	TEL.	TELEPHONE
INT	INTERSECTION	TF	TOP OF FOOTING
INV.	INVERT	TP	TOP OF PAVEMENT
IRR.	IRRIGATION WATER LINE	T.P.	TOP OF PIPE
JS	JUNCTION STRUCTURE	TW	TOP OF WALL
L	LENGTH	VAR	VARIABLE
LE	LANDSCAPE EASEMENT	VC	VERTICAL CURVE
LF.	LINEAR FEET	V.C.P.	VITRIFIED CLAY PIPE
		VTM	VESTING TENTATIVE MAP
		W	WATER MAIN
		WSE	WATER SURFACE ELEVATION
		WW	WASTE WATER



DETAIL
SCALE 1"=10'
(SEE SHEET 4)

CONSTRUCTION NOTES:

- 4 SAWCUT & REMOVE EX. & CONSTRUCT NEW PCC CURB & GUTTER TYPE A2-8 (W=2') OVER 6" C.M.B. PER CITY STD. No.106.
- 5 SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB TYPE A1-6 OVER 6"C.M.B. PER CITY STD. PLAN No.106. (VAR. C.F.)
- 9 SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW 4" PCC SIDEWALK OVER 4" SE 30 SAND BEDDING PER CITY STD. PLAN No.103-0.
- 18 ADJUST WATER METER BOX, SERVICE LINE AND METER TO GRADE.
- 22 CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. PLAN No. 313-3 MODIFIED PER DETAIL SHEET 2.
- 25 REMOVE EX. AND RECONSTRUCT CATCH BASIN PER SPPWC STD. PLAN No. 301-3, W=7', Wg=6.40', V PER PLAN & CONNECT TO EX. PIPES.
- 26 REMOVE & CONSTRUCT 24" RCP PIPE (20000).
- 27 REMOVE & CONSTRUCT 18" RCP PIPE (20000).
- 28 CONSTRUCT CONCRETE COLLAR PER SPPWC STD. PLAN No. 380-4.

DISPOSITION NOTES:

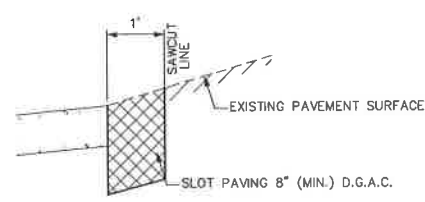
- 1 PROTECT IN PLACE

APPLICABLE CONSTRUCTION NOTES:

- 6 (1) REMOVE EXISTING A.C. PAVEMENT, MISC. CONCRETE AND MISC. IMPROVEMENTS.
- 7,8 & 15 (2) CONSTRUCT 2" A.C. OVER 10.5" D.G.A.C. WITH FABRIC.
- 7,8 & 15 (3) CONSTRUCT 2" A.C. OVER 6.5" D.G.A.C. WITH FABRIC.
- 9 (4) SAWCUT & REMOVE EX. & CONSTRUCT NEW PCC CURB & GUTTER TYPE A2-8 (W=2') OVER 6" C.M.B. PER CITY STD. No.106.
- 10 (5) SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB TYPE A1-6 OVER 6"C.M.B. PER CITY STD. PLAN No.106. (VAR. C.F.)
- 11 (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 PER CITY STD. PLAN No. 103-0, INCLUDING DETECTABLE WARNING SURFACE (BLACK COLOR) AND RETAINING CURB.
- 14 (9) 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 (11) 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 (17) REGRADE EX. LANDSCAPE AREA & RESTORE PLANTING & RETROFIT EXISTING IRRIGATION TO THE CITY ENGINEER SATISFACTION.
- 23 (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 (20) ADJUST 3'x4' CONCRETE VAULT LID AND COVER TO GRADE.
- 34 (21) REMOVE EXISTING P.C.C. FOUNDATION AND INSTALL NEW STREET LIGHT WITH 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 8" A.C. SLOT PAVING PER DETAIL 2 ON SHEET 2 OF PLANS.
- 28 (24) SAWCUT & REMOVE EX. AND CONSTRUCT 6" PCC OVER COMPACTED NATIVE.
- 29 (25) REMOVE EX. AND RECONSTRUCT 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 (20000).
- 29 (27) REMOVE & CONSTRUCT 18" RCP PIPE (20000).
- 29 (28) CONSTRUCT CONCRETE COLLAR PER SPPWC STD. PLAN No. 380-4.
- ALL (29) RELOCATE EXISTING ILLUMINATED BOXED SIGN (7-11) INCLUDING 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



DETAIL 2
SLOT PAVING
NO SCALE



PREPARED UNDER THE SUPERVISION OF:

CITY OF BREA



PUBLIC WORKS DEPARTMENT

STREET IMPROVEMENT PLANS

CONSTRUCTION NOTES AND DETAILS.

SHEET

2
OF
6

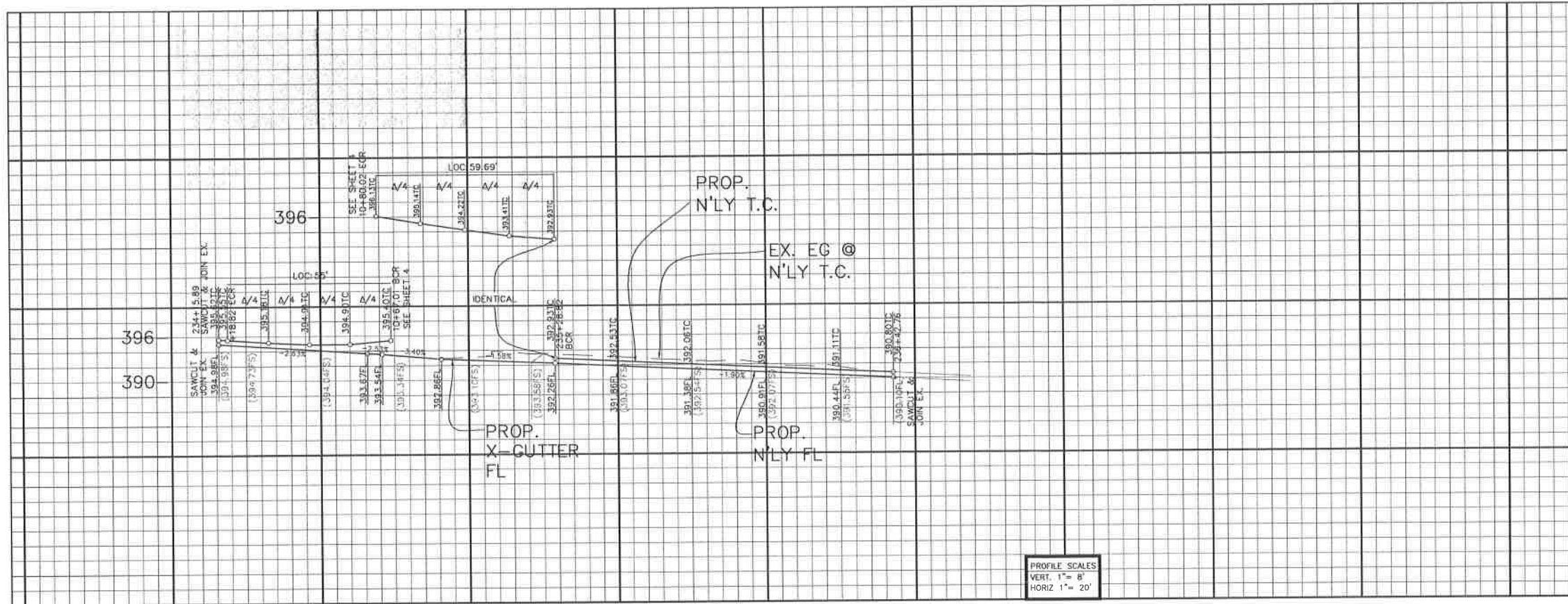


REVISIONS			
REV.	DATE	BY	DESCRIPTION
1	2/22/17	LE	ADD. OF C.N. 29.

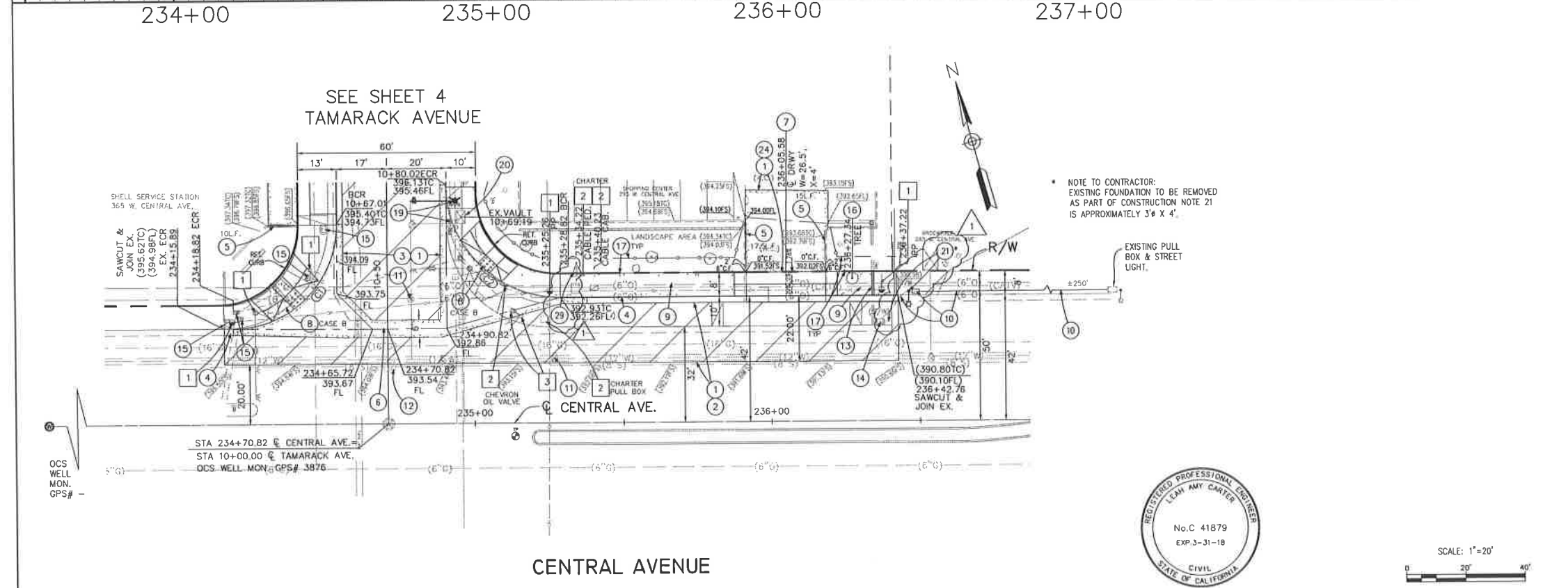
KABBARA ENGINEERING
121 N. HARWOOD STREET ORANGE CA 92666
(714) 744-9400 FAX (714) 744-9771

DRAWN BY:	INITIALS	DATE
DESIGNED BY:	B.K.	-
CHECKED BY:	L.C.	-

LEAH A. CARTER
R.C.E. NO. 41879
DATE: 4/24/17



- CONSTRUCTION NOTES:**
- REMOVE EXISTING A.C. PAVEMENT, MISC. CONCRETE AND MISC. IMPROVEMENTS.
 - CONSTRUCT 2" A.C. OVER 10.5" D.G.A.C. WITH FABRIC.
 - CONSTRUCT 2" A.C. OVER 6.5" D.G.A.C. WITH FABRIC.
 - SAWCUT & REMOVE EX. & CONSTRUCT NEW PCC CURB & GUTTER TYPE A2-B (W=2') OVER 6" C.M.B. PER CITY STD. No.106.
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 - 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 PER CITY STD. PLAN No. 103-0, INCLUDING DETECTABLE WARNING SURFACE (BLACK COLOR) AND RETAINING CURB.
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 - 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.
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 - SAWCUT & REMOVE EX. AND CONSTRUCT 6" PCC OVER COMPACTED NATIVE.



DISPOSITION NOTES:

- PROTECT IN PLACE
- TO BE RELOCATED OR ADJUSTED TO GRADE BY OTHERS.
- TO BE RELOCATED PER TRAFFIC SIGNAL OR STRIPING & SIGNAGE PLANS

Curve #	Length	Radius	Delta	Tangent
C1	55.00'	35.00'	90° 01' 49"	35.02'
C2	59.69'	38.00'	90° 00' 03"	38.00'

2" A.C. OVER 10.5" D.G.A.C.
**VARIES: 1.9% MIN

TYPICAL SECTION
CENTRAL AVENUE

SEE SHEET 4 FOR TAMARACK AVENUE TYPICAL SECTION

<p>Know what's below. Call before you dig.</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> <th>APP'VD</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>5/22/17</td> <td>LC</td> <td>ADD. OF C.N. 29 & FLAGGED LOCATION OF BURIED ST. LIGHT FOUNDATION TO BE REMOVED PER C.N. 21</td> <td></td> </tr> </tbody> </table>				REV.	DATE	BY	DESCRIPTION	APP'VD	1	5/22/17	LC	ADD. OF C.N. 29 & FLAGGED LOCATION OF BURIED ST. LIGHT FOUNDATION TO BE REMOVED PER C.N. 21		<p>KABBARA ENGINEERING 121 N. HARWOOD STREET ORANGE CA 92866 (714) 744-9400 - FAX (714) 744-9771</p> <table border="1"> <thead> <tr> <th>INITIALS</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>R.H.</td> <td>-</td> </tr> <tr> <td>B.K.</td> <td>-</td> </tr> <tr> <td>L.C.</td> <td>-</td> </tr> </tbody> </table>	INITIALS	DATE	R.H.	-	B.K.	-	L.C.	-	<p>PREPARED UNDER THE SUPERVISION OF:</p> <p>LEAH A. CARTER R.C.E. NO. 41879</p> <p>4/24/17 DATE</p>	<p>CITY OF BREA</p> <p>PUBLIC WORKS DEPARTMENT</p>	<p>STREET IMPROVEMENT PLANS</p> <p>CENTRAL AVENUE FROM CENTRAL AVENUE TO STA 14+00.00</p>	<p>SHEET 3 OF 6</p>
	REV.	DATE	BY	DESCRIPTION	APP'VD																						
1	5/22/17	LC	ADD. OF C.N. 29 & FLAGGED LOCATION OF BURIED ST. LIGHT FOUNDATION TO BE REMOVED PER C.N. 21																								
INITIALS	DATE																										
R.H.	-																										
B.K.	-																										
L.C.	-																										
<p>STA 234+70.82 @ CENTRAL AVE. STA 10+00.00 @ TAMARACK AVE. OCS WELL MON. GPS# 3876</p>																											

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 Bidder's Bond in the amount of \$ 10% of Bid 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:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
01	5/23/2017	

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 LS	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. RAP)	150 TON	\$ 92.44 /TN	\$ 13,866 -
8.	Dense Graded Asphalt Concrete (DGAC) Base Course Pavement (Type B PG 70-10) (10% Max. RAP)	600 TON	\$ 92.44 /TN	\$ 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	\$ 10.24 /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	\$ 15,704.00
15.	Subgrade Stabilizing Fabric (Mirafi 600 or Approved Equal)*	10,600 SF	\$ 0.13 /SF	\$ 1,378.00
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	\$ 325.11 /EA	\$ 1,625.55
21.	Remove Ex. Tree	1 EA	\$ 921.16 /EA	\$ 921.16
22.	Re-Grade Ex. Landscape Area & Restore Planting & Retrofit Ex. Irrigation to the City Engineer's Satisfaction	1 LS	\$ 4,546.05 /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 /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	\$ 31,413.18
30.	Over-Excavation*	100 CY	\$ 126.92 /CY	\$ 12,692.00
31.	Crushed Miscellaneous Base (Over-Excavation)*	180 TON	\$ 69.86 /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	1 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	1 LS	Lump Sum	\$8,669.70
Total: Bid in Words: \$470,823.68				
FOUR HUNDRED SEVENTY THOUSAND EIGHT HUNDRED TWENTY THREE				
DOLLARS SIXTY EIGHT 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. *Q* (Bidder Initial)




**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.

All American Asphalt
Name of Bidder


Signature of Bidder Edward J. Carlson, Vice President

PO Box 2229 Corona, CA 92878
Address of Bidder

** Please see
attached California
Jurat*

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC _____

NOTARY SEAL

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 affirmed) before me on this 1st day of June, 2017.

By (1) Edward J. Carlson
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (.)



(and

(2) _____
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Signature *Courtney Chapas*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document Noncollusion Affidavit

Document Date: 6-1-2017 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER
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RIGHT THUMBPRINT OF SIGNER
Top of thumb here

**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 06/01/2017

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

By 

Edward J. Carlson, Vice President
Title

Date: 06/01/2017

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 self-insurance 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

 
By

Edward J. Carlson, Vice President
Title

Date: 06/01/2017

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.

All American Asphalt
Company Name


Signature of Bidder

Edward J. Carlson, Vice President
Printed or Typed Signature

Subscribed and sworn to before me this ____ day of _____, 2017.

** Please see attached California Jurat*

NOTARY PUBLIC _____

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

Please see Attached

1. _____
Name and Address of Public Agency

Name and Telephone No. of Project Manager of Public Agency: _____

Contract Amount Type of Work Date Completed

2. _____
Name and Address of Public Agency

Name and Telephone No. of Project Manager of Public Agency: _____

Contract Amount Type of Work Date Completed

3. _____
Name and Address of Public Agency

Name and Telephone No. 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 affirmed) before me on this 1st day of June, 2017.
Date Month

By (1) Edward J. Carlson
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Signature _____

Courtney Chapas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document Bidder's Information

Document Date: 6-1-2017 Number of Pages: 2

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER
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RIGHT THUMBPRINT OF SIGNER
Top of thumb here

“2016”
PAST WORK REFERENCES

City of Riverside 3900 Main St. Riverside, CA 92501 Contact: Steve Howard, (951)826-5708	2014/2015 Preservation and Maintenance Contract Amount: \$3,400,725.00 Start: 01/2016 Completed: 06/2016
---	---

City of Rancho Santa Margarita 2212 El Paseo Rancho Santa Margarita, CA 92688 Contact: Max Maximous, (949)635-1800	Annual Residential Overlay Contract Amount: \$245,190.00 Start: 01/2016 Completed: 09/2016
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City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765 Contact: Kimberly Young, (909) 839-7044	Grand Ave. Beautification Project Contract Amount: \$1,939,000.00 Start: 08/2015 Completed: 05/2016
---	--

City of Bell 6330 Pine Avenue Bell, CA 90201 Contact: Dahi Kim, (323)923-2628	Florence Avenue Overlay Contract Amount: \$643,000.00 Start: 04/2016 Completed: 09/2016
--	--

Department of Transportation 72-800 Dinah Shore Dr. Ste. 104 105 Palm Desert, CA 92211 Contact: Khoi Vu, (951) 232-6263	Route 111, Contract No. 08-1C4604 Contract: \$1,536,207.00 Start: 04/2016 Completed: 09/2016
--	---

Department of Transportation 3251 ¼ University Dr. Trailer No. 2 Irvine, CA 92612 Contact: Peter Shieh, (949)279-8636	Route 73, Contract No. 12-0M1104 Contract Amount: \$1,545,163.00 Start: 4/2015 Completed: 07/2016
--	--

City of Victorville 14343 Civic Drive Victorville, CA 92392 Contact: Bruce Miller, (760) 269-0045	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

4th Street Improvement Project
Contract Amount: \$545,680.00
Start Date: 03/2016
Completed: 07/2016

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

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

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

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

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

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

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Contact: Chris Tanio, (949)425-2531

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

Hawthorne Blvd Reconstruction
Contract Amount: \$12,579,000.00
Start: 4/2014
Completed: 5/2015

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

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

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

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

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

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

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

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

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

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

Long Beach Unified School District
2201 E. Market Street
Long Beach, CA 92805
Contact: Nancy Chinchilla, (562) 997-7513

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

Yorba Linda Blvd Reconstruction
Contract Amount: \$1,346,000.00
Start: 7/2014
Completed: 11/2014

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

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

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

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

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

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

City of Santa Ana
20 Civic Center
Santa Ana, CA 92701
Contact: Kurt Weimann, (714) 647-5639

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

Route 74, Contract No. 12-0L6404
Contract Amount: \$1,134,057
Start: 7/2012
Completed: 5/2013

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

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

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

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

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

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

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

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

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

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

City of Azusa
213 E Foothill Blvd
Azusa, CA 91702
Christina Curiel, (626) 812-5254

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	2010-2011 Street Resurfacing Project Contract Amount: \$2,800,000.00 Start: 6/1/2011 Completed: 4/30/2012
City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92628 Contact: Thomas Banks, (714) 754-5222	2010-2011 Citywide Street Rehabilitation Contract Amount: \$2,778,000.00 Start: 7/1/2011 Completed: 2/29/2012
City of Perris 170 Wilkerson Avenue, Ste. D Perris, CA 92570 Contact: Chris Sunde, (951) 943-5604	Foss Field Parking Expansion Contract Amount: \$190,000.00 Start: 1/1/2012 Completed: 2/29/2012
City of Dana Point 33282 Golden Lantern Dana Point, CA 92629 Contact: Matt Sinacori, (949) 248-3574	Pacific Coast Highway & Niguel Shores Contract Amount: \$676,676.00 Start: 12/1/2011 Completed: 5/30/2012
City of Long Beach 333 W. Ocean Blvd., 10 th Floor Long Beach, CA 90802 Contact: Chuck Ramey, (562) 570-6634	Willow Street Improvements Contract Amount: \$661,661.00 Start: 12/1/2011 Completed: 6/30/2012
City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701 Contact: Edward Torres, (714) 647-5018	Bristol Street Widening Contract Amount: \$8,315,754.00 Start: 5/1/2009 Completed: 3/16/2012
City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708 Contact: Alex Salazar, (714) 593-4516	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	Northwood Avenue Reconstruction Contract Amount: \$1,180,000.00 Start: 10/18/2010 Completed: 5/4/2011
County of San Bernardino 825 E. Third Street San Bernardino, CA 92415 Contact: Franklin Luna, (909) 387-7920	Cajon Blvd. Contract Amount: \$565,000.00 Start: 3/11/2011 Completed: 4/8/2011
County of Riverside 2950 Washington Street Riverside, CA 92504 Contact: David Hylkema, (951) 850-6075	De Luz Road Rehabilitation Contract Amount: \$740,000.00 Start: 4/25/2011 Completed: 5/23/2011
City of Stanton 7800 Katella Avenue Stanton, CA 90680-3162 Contact: Quang Le, (714) 890-4234	2010/2011 Citywide Reconstruction Contract Amount: \$322,322.00 Start: 3/1/2011 Completed: 4/30/2011
City of Long Beach 333 West Ocean Blvd., 10 th Floor Long Beach, CA 90802 Contact: Chuck Ramey, (562) 570-6634	Annual Contract Street Reconstruction Contract Amount: \$3,433,415.00 Start: 5/1/2010 Completed: Still On-Going
City of Paramount 16400 Colorado Boulevard Paramount, CA 90723-5012 Contact: Len Gorecki, (562) 220-2111	Neighborhood Street Resurfacing Contract Amount: \$899,909.00 Start: 11/1/2010 Completed: 3/30/2011
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648 Contact: Dave Verone, (714) 375-8471	Slater Avenue Improvements Contract Amount: \$1,926,341.00 Start: 8/2/2010 Completed: 2/30/2011
Department of Transportation 464 W. Fourth Street San Bernardino, CA 92410-1400 Contact: Imad Abugharbieh, (951) 277-8579	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

Segerstrom Avenue Rehabilitation
Contract Amount: \$2,094,618.00
Start: 11/2009
Completed: 3/30/2010

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

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

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

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

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

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

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

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

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

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

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

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

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842
Contact: (714) 741-5180

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

Prop I B Street Maintenance
Contract Amount: \$993,993.00
Start: 7/2009
On-going – not completed yet

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

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

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

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

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

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

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

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

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

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

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

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

City of Rialto
150 South Palm Avenue
Rialto, CA 92376
Contact: Eddie Chan, (909) 820-2651

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

University Drive Rehabilitation
Contract Amount: \$3,445,289.40
Start: 1/2008
Completed: 6/2008

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

Anaheim Blvd. Improvements
Contract Amount: \$278,391.00
Start: 4/2008
Completed: 6/2008

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

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

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

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

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

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

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

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

Citywide Street Improvements
Contract Amount: \$1,085,000.00
Start: 11/2006
Completed: 6/2007

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

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

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

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

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

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

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

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

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

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

City of Tustin
300 Centennial Way
Tustin, CA 92630
Contact: Benny Tenkean, (714) 573-3161

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

Pomona Blvd. Street Rehabilitation
Contract Amount: \$1,736,308.00
Completed: 3/30/2006
Start: 1/1/2006

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

Carson Street Resurfacing
Contract Amount: \$695,000.00
Completed: 2/30/2006
Start: 10/1/2005

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

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

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

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

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

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

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

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

City of Tustin
300 Centennial Way
Tustin, CA 92630
Contact: Benny Tenkean, (714) 573-3161

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 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 years?

Yes No

5. 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 by 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 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 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 one 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 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 and 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 and the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder's proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
All American Asphalt

as PRINCIPAL, and

Fidelity and Deposit Company of Maryland

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 \$ 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 31st day of May, 2017 .

All American Asphalt
Principal

By: 
Edward J. Carlson, Vice President

Fidelity and Deposit Company of Maryland
Surety


By: 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 _____ (Seal)

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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 June 1, 2017 before me, Courtney Chapas, Notary Public
Date Here Insert name and Title of the Officer

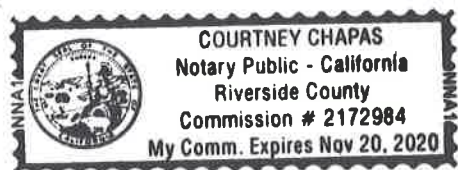
personally appeared Edward J. Carlson
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Courtney Chapas*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Bond

Document Date: May 31, 2017 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
All American Asphalt

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On 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.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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: Bid Bond Document Date: 05/31/2017

Number of Pages: Two(2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. 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 or 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 31st day of May, 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

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: City Manager
DATE: 06/13/2017
SUBJECT: CAD/RMS Software Support for the City of Brea

RECOMMENDATION

Staff is recommending renewing the support agreement with Hexagon for a nine month period to cover the system's operation between now and the implementation of the new software solution. Hexagon is the only support provider for this proprietary software. The maintenance support agreement is to ensure the coverage of the Police Department's critical software for dispatching 911 emergency calls.

BACKGROUND/DISCUSSION

For the past ten years, the City of Brea has held a maintenance agreement with Hexagon Safety & Infrastructure Computer Aided Dispatch (CAD) (formerly Intergraph Corporation) and Records Management Software (RMS), 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 system maintenance support agreement will cover the continual operations of the City's 911 dispatching system until the transition to the new system is complete.

SUMMARY/FISCAL IMPACT

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.

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 To:

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

Ship To:

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

Quotation Summary:

SW Maint	\$118,381.08
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
 Signature: *Harrison Gough*
 Name: Harrison Gough
 Title: Maintenance Contract Administrator
 Date: 5/17/17
 Email: harrison.gough@hexagonsi.com
 Telephone: 2567305851

Accepted by: _____
 Signature: _____
 Name: _____
 Title: _____
 Date: _____
 Email: _____
 Telephone: _____
 Fax: _____

Please mark one of the following options when submitting your acceptance:

A Purchase Order will not be issued. Customer signature above constitutes notice to proceed with this agreement.

A Purchase Order will be issued and shall reference the terms and conditions of above referenced quote.

MAINTENANCE QUOTATION DETAIL



Brea CA City Of

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

Bill To:

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

Ship To:

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

Site Number: 50000384

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

MAINTENANCE QUOTATION DETAIL



Brea CA City Of

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

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
30	IPS0026	System CC - Desktop Client I/LEADS-Jail Management System - Client CC	1-294638040	7/1/17	3/31/18	Premium	9	2	\$19.68	\$354.19
31	IPS0030	I/LEADS-CAD Link NL	1-252155347	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
32	IPS0030TST	I/LEADS-CAD Link NL - Test License	1-257034193	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
33	IPS0031	I/Mgt. Analysis & Reporting Sys - Server NL	1-251790717	7/1/17	3/31/18	Premium	9	1	\$347.29	\$3,125.59
34	IPS0031TST	I/Mgt. Analysis & Reporting Sys - Srvr NL - Test Lic	1-257034223	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
35	IPS0032	I/Mgt. Analysis & Reporting System - Client CC	1-256871182	7/1/17	3/31/18	Premium	9	1	\$23.15	\$208.37
36	IPS0038	I/Mobile CC	1-251790722	7/1/17	3/31/18	Premium	9	15	\$20.84	\$2,813.74
37	IPS0042	I/NetViewer - 5 users	1-251790797	7/1/17	3/31/18	Premium	9	1	\$188.70	\$1,698.26
38	IPS0042A	I/NetViewer - 15 users	1-251790802	7/1/17	3/31/18	Premium	9	1	\$468.84	\$4,219.52
39	IPS0042ATST	I/NetViewer - 15 users - Test License	1-257034238	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
40	IPS0042TST	I/NetViewer - 5 users - Test License	1-257034233	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
41	IPS0064B	I/Records Explorer NL - 50 users	1-252155352	7/1/17	3/31/18	Premium	9	1	\$694.58	\$6,251.18
42	IPS0064BTST	I/Records Explorer NL - 50 users - Test License	1-257034198	7/1/17	3/31/18	Premium	9	1	\$0.00	\$0.00
43	IPS0069A	Additional NCIC Queries	1-298488301	7/1/17	3/31/18	Premium	9	1	\$151.65	\$1,364.86
44	IPS1163	I/Map Editor CC	1JVMD7X50000384BY03A	7/1/17	3/31/18	Premium	9	1	\$86.00	\$773.96
45	IPSCUSTOM11	I/LEADS CHP555 Report	1-298488304	7/1/17	3/31/18	Premium	9	1	\$270.11	\$2,431.01
46	IPSCUSTOM11	Export to Livescan I/F	1-292289240	7/1/17	3/31/18	Premium	9	1	\$501.64	\$4,514.74
52	IPS0050	I/InterCAD NL - First License	1-299503032	7/1/17	3/31/18	Premium	9	1	\$843.41	\$7,590.71
53	IPS0012	I/Page NL	MME-1-5W4IST	7/1/17	3/31/18	Premium	9	1	\$422.26	\$3,800.32
55	GSPX5007	GeoMedia Professional CC	1A99SS050000384FWO PM	7/1/17	3/31/18	Premium	9	1	\$229.32	\$2,063.88
56	IPS0001	I/Executive	1-251731641	7/1/17	3/31/18	Premium	9	1	\$813.64	\$7,322.80
57	IPS0001TST	I/Executive - Test License	1-254931631	7/1/17	3/31/18	Premium	9	2	\$0.00	\$0.00
Subtotal for Site Number 5000384										\$102,940.06

Site Number:

Billing

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
58	Adjustment15	15% Premium for Quarterly Payment 9mo		7/1/17	7/31/17	Premium	1	1	\$15,441.01	\$15,441.01

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 <https://support.hexagonsafetyinfrastructure.com>). 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 referenced therein, then the 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" (i) all specifications, designs, documents, correspondence, software, documentation, 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.

16.3. WARRANTY DISCLAIMERS. ANY WARRANTIES HEREUNDER ARE VOID IF 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

- 19.1. **Non-Solicitation of Employees.** Customer agrees that it will not, without the prior 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 (www.bis.doc.gov/complianceandenforcement/liststocheck.htm), the U.S. Department of Treasury Specially Designated Nationals List (www.treas.gov/offices/enforcement/ofac/), and the U.S. Department of State Debarred List (<http://www.pmddtc.state.gov/compliance/debar.html>).
 - 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 exportcompliance@intergraph.com.

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.

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