



City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, October 2, 2018

6:00 p.m. - Closed Session

6:45 p.m. - Study Session

7:00 p.m. - General Session

Glenn Parker, Mayor

Christine Marick, Mayor Pro Tem

Cecilia Hupp, Council Member

Marty Simonoff, Council Member

Steven Vargas, Council Member

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

Procedures for Addressing the Council

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

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

Special Accommodations

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

Important Notice

The City of Brea shows both live broadcasts and replays of City Council Meetings on Brea Cable Channel 3 and over the Internet at www.cityofbrea.net. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

CLOSED SESSION
6:00 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

1. Public Comment

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

2. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.

Significant Exposure to Litigation: 1 potential case

Facts and Circumstances: Orange County Catholic Worker v. Orange County et al. Federal Court Case

3. Conference with Real Property [Negotiator/Negotiators] Pursuant to Government Code Section 54956.8.

Property: 57/Lambert Freeway Ramp

City of Brea Negotiator: Bill Gallardo - City Manager; Tony Olmos - Public Works Director; and Regina Danner - Richard, Watson and Gershon (RWG)

Negotiating Parties: Olen, Delrahim and Chai

Under Negotiation: Price and Terms of Payment

4. Conference with Real Property Negotiator Pursuant to Government Code §54956.8

Property: Brea Museum, 495 S. Brea Boulevard, Brea, CA

City of Brea Negotiators: Bill Gallardo - City Manager

Negotiating Party: Brea Historical Society

Under Negotiation: Price and terms of improvements to real property

STUDY SESSION
6:45 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

5. Public Comment

6. Clarify Regular Meeting Topics

REPORT

7. Council Member Report

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

CALL TO ORDER/ ROLL CALL - COUNCIL

8. **Pledge of Allegiance: Boy Scout Troop 801**
9. **Invocation: Daniel Mendoza, Celebration OC**
10. **Presentation: Acceptance of Police Explorer's Van**
11. **Presentation: Brea Fire - Pinktober**
12. **Report - Prior Study Session**
13. **Community Announcements**
14. **Matters from the Audience**
15. **Response to Public Inquiries - Mayor / City Manager**

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

16. **Review of Appointment and Removal Process for Council Appointed Commissioners and Revised Code of Conduct for City Council** - The City Council select one of the drafted ordinances regarding new procedures for appointment and removal of Council appointed commissioners; and Council review and approve the revised Code of Conduct for City Council, which includes the changes to section, "Council Conduct with Commissions, Committees and Boards".

Attachments

Limited Nominations
Universal Nominations
Revised Code of Conduct
Redline Code of Conduct

17. **2018 Legislative Briefing – Provided by Townsend Public Affairs (TPA), Inc.**

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

CITY COUNCIL - CONSENT

18. **September 18, 2018 City Council Regular Meeting Minutes** - Approve.

Attachments

Draft Minutes

19. **Biennial Pavement Management Plan - Inspection and Update** - Approve a Professional Services Agreement with Bucknam Infrastructure Group, Inc. for Biennial Pavement Management Plan update not to exceed \$31,985. Funding is provided from the Street Division's operational budget.

Attachments

2018 PSA - Bucknam

Exhibit A

Exhibit B

COI

20. **Brea Civic and Cultural Center Landscape Improvements, CIP #7936** - 1) Authorize plans and specifications, receive bids, award contract to Senitica Construction in the amount of \$ 181,000, and authorize the Public Works Director or his designee to issue Contract Change Orders up to "a not to exceed" amount of 10% of the Contract price. This project will remove turf and existing plant material; retrofit existing irrigation systems; install pavers; complete a much needed repair of water from existing turf leaking into the civic center parking garage; install a footer for an employee memorial; and install low water-use plant material and mulch. Metropolitan Water District is providing a Turf Removal rebate of \$59,800 towards the cost of the project, therefore the net project cost is \$121,200. The estimated water savings changing from warm season turf to low water plant material will save approximately 693,000 gallons of annual water use. There is no impact to the General Fund.

Attachments

Agreement

Proposal

Insurance

Plans

Specifications

21. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2017-18 and Approve Multiple Year Carryovers** - Adopt Resolution Nos. 2018-055 and 2018-056 appropriating funds to adjust the Fiscal Year 2017-18 City Operating and Capital Improvement Program Budgets and approve Multiple Year Carryovers (more than three years) for certain uncompleted projects.

Attachments

Resolution - City

Resolution - CIP

22. **August Outgoing Payment Log and September 17, 20, 21 and 28, 2018 City Check Registers** - Receive and file.

Attachments

August Outgoing Payment Log

09-17-18 City Check Register

09-20-18 City Check Register

09-21-18 City Check Register

09-28-18 City Check Register

23. **Monthly Report of Investments for the City of Brea for Period Ending August 31, 2018** - Receive and file.

Attachments

ATTACHMENT A

CITY/ SUCCESSOR AGENCY - CONSENT

24. **Budget Adjustments to the Successor Agency to the Brea Redevelopment Agency Operating Program Budgets for Fiscal Year 2017-18** - City Council, as Successor Agency: Adopt Resolution No. SA 2018-06 to adjust the FY 2017-18 Successor Agency to the Brea Redevelopment Agency Operating Budget.

Attachments

Resolution - Successor Agency

25. **Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending August 31, 2018** - Receive and file.

Attachments

Attachment A

ADMINISTRATIVE ANNOUNCEMENTS

26. **City Manager**

27. **City Attorney**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 10/02/2018

SUBJECT: Review of Appointment and Removal Process for Council Appointed Commissioners and Revised Code of Conduct for City Council

RECOMMENDATION

City Council to select one of the drafted ordinances regarding new procedures for appointment and removal of Council appointed commissioners.

Council also to review and approve the revised Code of Conduct for City Council, which includes the changes to section, "Council Conduct with Commissions, Committees and Boards".

BACKGROUND/DISCUSSION

In previous meetings, City Council has discussed current procedures for appointment and removal of Council appointed commissioners. At the 9/4/18 Council Meeting, discussion ensued regarding amending the procedures for appointment and removal of Planning Commissioners, specifically. As a result, two drafted versions of ordinances to revise Brea Municipal Code Chapter 2.16 have been provided:

Option 1 "Limited Nominations" and Option 2 "Universal Nominations".

Additionally, at a prior City Council Study Session, Council discussed the difference in process for removal of a commissioner found in the Code of Conduct for City Council and the Brea Municipal Code. As a follow-up to this discussion, a draft of the revised section, "Council Conduct with Commissions, Committees and Boards" in the Code of Conduct for City Council is attached, along with the redline version. This revision updates the commissioner removal process.

Options for Consideration:

Two options for ordinances to revise Brea Municipal Code Chapter 2.16 were drafted for Council consideration. Please see the summarized options below, along with the corresponding attachments:

1. Option 1: "Limited Nominations" – City Council interviews all Planning Commission applicants. Council approves Planning Commissioner appointments by majority vote *without* nominations by individual Council Members. Removal of Planning Commissioners would be done via majority vote of the Council.
The appointment procedure of non-Planning Commissioners would remain unchanged. Removal of non-Planning Commissioners would require a majority vote that must include the vote of the Council Member who nominated the commissioner.

2. Option 2: “Universal Nominations” – City Council interviews all Planning Commission applicants and each Council Member nominates an applicant for appointment. Council appoints nominated applicants by a majority vote. Removal of Planning Commissioners would require a majority vote of the Council that must include the vote of the Council Member who nominated the commissioner.
- The appointment procedure of non-Planning Commissioners would remain unchanged. Removal of a member of any commission would require a Council majority vote that must include the vote of the Council Member who nominated the commissioner.

Code of Conduct for City Council

Additionally, the revised section, “Council Conduct with Commissions, Committees and Boards” in the Code of Conduct for City Council regarding the above changes is attached for Council review and approval. The redline version is also attached.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Melissa Davis, Management Analyst I

Attachments

Limited Nominations

Universal Nominations

Revised Code of Conduct

Redline Code of Conduct

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA
REGARDING COMMISSIONER APPOINTMENT AND REMOVAL
PROCEDURES AND AMENDING THE BREA CITY CODE**

THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:

A. RECITALS:

(i) The City Council has created the following appointive commissions: Cultural Arts Commission; Parks, Recreation and Human Services Commission; and Planning Commission.

(ii) The City's current procedures for commissioner appointment and removal, codified at Chapter 2.16 of the Brea City Code, were established in 1992.

(iii) The purpose of this Ordinance is to update the City's procedures for commissioner appointment and removal.

B. ORDINANCE:

SECTION 1. The facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

SECTION 2. Chapter 2.16 (Commissions Generally) of Title 2 (Administration and Personnel) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

"CHAPTER 2.16: COMMISSIONS GENERALLY

Section

2.16.010	Purpose
2.16.020	Definitions
2.16.030	Application Process
2.16.040	Commissioner Appointment
2.16.050	Prohibition Against Nepotism

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2.16.060	Commissioner Removal
2.16.070	Terms of Office
2.16.080	Vacancies

§ 2.16.010 Purpose.

The purpose of this chapter shall be to prescribe the procedures by which the commissioners of the Planning Commission; Parks, Recreation and Human Services Commission; and the Cultural Arts Commission of the city shall be appointed and/or removed.

§ 2.16.020 Definitions.

For purposes of this chapter, the following definitions shall apply:

Qualifying Applicant. A resident of the city who has completed and timely returned the application form to the City Clerk.

Relative. A spouse, child, step-child, parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew, grandchild, grandparent, regardless of their place of residence, or any other individual related by blood or marriage living within the same household as a Council Member nominating or voting on such person's appointment to a commission.

§ 2.16.030 Application Process.

A. *Posting and publishing of vacancies.* The City Clerk shall annually post and publish notice of present and pending vacancies, including those arising from the expiration of a term, on the various commissions in a manner consistent with the provisions of Cal. Gov't Code § 54972 et seq., as amended.

B. *Application.* The applicant shall be required to obtain, complete and return to the City Clerk a written application for consideration of appointment to the

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commission. The City Clerk shall utilize an application form which has been approved by the City Council. The applications shall be filed not less than forty-five (45) days before the date of the scheduled vacancy; unscheduled vacancies shall be processed pursuant to Cal. Gov't Code § 54974.

C. *Minimum content of application form.* The application form shall, at minimum, request that the applicant provide the following information:

1. Full name.
2. Address of residence.
3. Telephone number (daytime).
4. Commission to which appointment is sought.
5. Qualifications or experience believed to be relevant to commission

membership.

§ 2.16.040 Commissioner Appointment.

A. *Planning Commission.*

The following procedure shall govern appointments to the Planning Commission.

1. Qualifying applicants shall be interviewed by the City Council at one (1) or more special meetings called for such purpose.
2. Appointments shall be made upon an affirmative vote of not less than three (3) Council Members.

B. *Other Commissions.*

The following procedure shall govern appointments to commissions other than the Planning Commission.

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1. Within ten (10) working days the City Clerk shall obtain dates and times at which one (1) or more Council Members may be available to interview the qualifying applicants. The City Clerk shall inform, in writing, the qualifying applicants of the dates and times the Council Member(s) are available for interviews and further shall schedule such appointments as the qualifying applicants may request at times consistent with the Council Members availability. Any Council Member shall not be required to disclose the specific details of any interview conducted but shall be required to confirm to the Council that an interview did or did not occur.

2. Each Council Member shall nominate for appointment one (1) qualifying applicant and such nominee shall be appointed upon an affirmative vote by not less than three (3) Council Members, one (1) of which may be the vote of the nominating Council Member. An applicant's nomination which fails to receive at least three (3) affirmative votes shall be deemed denied and such applicant shall not be further considered for membership on the Commission. However, such candidate may be considered, subject to the same vote requirements and limitation, for other appointive commissions of the city. In the event any Council Member does not nominate a qualified applicant, or such Council Member's nominee is not appointed, within thirty (30) days following the vacancy of such Commissioner's seat, the City Council as a whole may, by majority vote to the Council, make such appointment.

§ 2.16.050 Prohibition Against Nepotism.

No Council Member shall nominate or vote for a relative for membership on any commission in the city.

§ 2.16.060 Commissioner Removal.

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A. *Planning Commission.* Any member of the Planning Commission may be removed without cause during such commissioner's term of office upon an affirmative vote by not less than three (3) Council Members.

B. *Other Commissions.* Any member of a commission other than the Planning Commission may be removed without cause during such commissioner's term of office upon an affirmative by not less than three (3) Council Members, one of which must be the Council Member who nominated such commissioner.

§ 2.16.070 Terms of Office.

Other than as expressly provided herein, the term of office for each commission position shall be four (4) years. The term of office of each commission position shall commence on January 1 of the calendar year following the last general municipal election prior to the initial appointment of a commissioner to such position and shall terminate on December 31 of the third calendar year following.

§ 2.16.080 Vacancies.

If a Commission vacancy occurs other than by expiration of a term of office, it shall be filled for the unexpired portion of the term by the procedures provided in this chapter. If the vacancy is effected by the removal process specified in this chapter, the person so removed may not be appointed to fill the vacancy."

SECTION 3. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because it revises procedures for appointments to and removal from City commissions. It is therefore exempt from California Environmental Quality Act review

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pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 4. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

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[OPTION 1: LIMITED NOMINATIONS]

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the ____ day of _____, 2018, and was finally passed at a regular meeting of the City Council of the City of Brea held on the ____ day of _____, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____, 2018

Lillian Harris-Neal, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA
REGARDING COMMISSIONER APPOINTMENT AND REMOVAL
PROCEDURES AND AMENDING THE BREA CITY CODE**

THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:

A. RECITALS:

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(ii) The City's current procedures for commissioner appointment and removal, codified at Chapter 2.16 of the Brea City Code, were established in 1992.

(iii) The purpose of this Ordinance is to update the City's procedures for commissioner appointment and removal.

B. ORDINANCE:

SECTION 1. The facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

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§ 2.16.010 Purpose.

The purpose of this chapter shall be to prescribe the procedures by which the commissioners of the Planning Commission; Parks, Recreation and Human Services Commission; and the Cultural Arts Commission of the city shall be appointed and/or removed.

§ 2.16.020 Definitions.

For purposes of this chapter, the following definitions shall apply:

Qualifying Applicant. A resident of the city who has completed and timely returned the application form to the City Clerk.

Relative. A spouse, child, step-child, parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, aunt, uncle, niece, nephew, grandchild, grandparent, regardless of their place of residence, or any other individual related by blood or marriage living within the same household as a Council Member nominating or voting on such person's appointment to a commission.

§ 2.16.030 Application Process.

A. *Posting and publishing of vacancies.* The City Clerk shall annually post and publish notice of present and pending vacancies, including those arising from the expiration of a term, on the various commissions in a manner consistent with the provisions of Cal. Gov't Code § 54972 et seq., as amended.

B. *Application.* The applicant shall be required to obtain, complete and return to the City Clerk a written application for consideration of appointment to the commission.

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The City Clerk shall utilize an application form which has been approved by the City Council. The applications shall be filed not less than forty-five (45) days before the date of the scheduled vacancy; unscheduled vacancies shall be processed pursuant to Cal. Gov't Code § 54974.

C. *Minimum content of application form.* The application form shall, at minimum, request that the applicant provide the following information:

1. Full name.
2. Address of residence.
3. Telephone number (daytime).
4. Commission to which appointment is sought.
5. Qualifications or experience believed to be relevant to commission

membership.

§ 2.16.040 Commissioner Appointment.

A. *Planning Commission.*

The following procedure shall govern appointments to the Planning Commission.

1. Qualifying applicants shall be interviewed by the City Council at one (1) or more special meetings called for such purpose.

2. Each Council Member shall nominate for appointment one (1) qualifying applicant and such nominee shall be appointed upon an affirmative vote by not less than three (3) Council Members, one (1) of which may be the vote of the nominating Council Member. An applicant's nomination which fails to receive at least three (3) affirmative votes shall be deemed denied and such applicant shall not be further

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considered for membership on the Commission. However, such candidate may be considered, subject to the same vote requirements and limitation, for other appointive commissions of the city. In the event any Council Member does not nominate a qualified applicant, or such Council Member's nominee is not appointed, within thirty (30) days following the vacancy of such Commissioner's seat, the City Council as a whole may, by majority vote to the Council, make such appointment.

B. *Other Commissions.*

The following procedure shall govern appointments to commissions other than the Planning Commission.

1. Within ten (10) working days the City Clerk shall obtain dates and times at which one (1) or more Council Members may be available to interview the qualifying applicants. The City Clerk shall inform, in writing, the qualifying applicants of the dates and times the Council Member(s) are available for interviews and further shall schedule such appointments as the qualifying applicants may request at times consistent with the Council Members availability. Any Council Member shall not be required to disclose the specific details of any interview conducted but shall be required to confirm to the Council that an interview did or did not occur.

2. Each Council Member shall nominate for appointment one (1) qualifying applicant and such nominee shall be appointed upon an affirmative vote by not less than three (3) Council Members, one (1) of which may be the vote of the nominating Council Member. An applicant's nomination which fails to receive at least three (3) affirmative votes shall be deemed denied and such applicant shall not be further considered for membership on the Commission. However, such candidate may be

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ORD. _____

considered, subject to the same vote requirements and limitation, for other appointive commissions of the city. In the event any Council Member does not nominate a qualified applicant, or such Council Member's nominee is not appointed, within thirty (30) days following the vacancy of such Commissioner's seat, the City Council as a whole may, by majority vote to the Council, make such appointment.

§ 2.16.050 Prohibition Against Nepotism.

No Council Member shall nominate or vote for a relative for membership on any commission in the city.

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Any member of a commission may be removed without cause during such commissioner's term of office upon an affirmative by not less than three (3) Council Members, one of which must be the Council Member who nominated such commissioner.

§ 2.16.070 Terms of Office.

Other than as expressly provided herein, the term of office for each commission position shall be four (4) years. The term of office of each commission position shall commence on January 1 of the calendar year following the last general municipal election prior to the initial appointment of a commissioner to such position and shall terminate on December 31 of the third calendar year following.

§ 2.16.080 Vacancies.

If a Commission vacancy occurs other than by expiration of a term of office, it shall be filled for the unexpired portion of the term by the procedures provided in this chapter. If the vacancy is effected by the removal process specified in this chapter, the person so removed may not be appointed to fill the vacancy."

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SECTION 3. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because it revises procedures for appointments to and removal from City commissions. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 4. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this ____ day of _____, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

_____, 2018
ORD. _____

[OPTION 2: UNIVERSAL NOMINATIONS]

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the ____ day of _____, 2018, and was finally passed at a regular meeting of the City Council of the City of Brea held on the ____ day of _____, 2018, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

DATED: _____, 2018

Lillian Harris-Neal, City Clerk

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COUNCIL CONDUCT WITH COMMISSIONS, COMMITTEES AND BOARDS

The City has established commissions, committees and boards as a means of gathering more community input. Citizens who serve as such become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- If attending a commission, committee or board meeting, be careful to only express individual personal opinions

Council Members may attend any commission, committee, or board meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation, especially if it is on behalf of an individual, business or developer, could be viewed as unfairly affecting the process. Any public comments by a Council Member at a commission, committee or board meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

- Limit contact with commission, committee, or board members to questions of clarification

It is inappropriate for a Council Member to contact a commission, committee, or board member to lobby on behalf of an individual, business, or developer. It is acceptable for Council Members to contact commission, committee, or board members in order to clarify a position taken by the commission, committee, or board.

- Remember that commissions, committees, and boards serve the community, not individual Council Members

The City Council appoints individuals to serve on commissions, committees, and boards and it is the responsibility of these groups to follow policy established by the Council. But commission, committee and board members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten members with removal if they disagree with them about an issue. Appointment and reappointment to a commission, committee, or board is governed by the Municipal Code and should be based on such criteria as expertise, ability to work with staff and the public, commitment to the community and to fulfilling official duties.

- Be respectful of diverse opinions

A primary role of commissions, committees, and boards is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individuals serving on commissions, committees and boards, but must be fair and respectful of all citizens serving on commissions, committees and boards.

- Keep political support away from public forums

Commission, committee and board members may offer political support to a Council Member, but not in a public forum while conducting official duties. Conversely, Council Members may support commission, committee or board members who are running for office, but not in an official forum in their capacity as a Council Member.

COUNCIL CONDUCT WITH COMMISSIONS, COMMITTEES AND BOARDS

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The City Council appoints individuals to serve on commissions, committees, and boards and it is the responsibility of these groups to follow policy established by the Council. But commission, committee and board members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten members with removal if they disagree with them about an issue. Appointment and reappointment to a commission, committee, or board is governed by the Municipal Code and should be based on such criteria as expertise, ability to work with staff and the public, commitment to the community and to fulfilling official duties.

- Be respectful of diverse opinions

A primary role of ~~commission-s~~commissions, committees, and boards is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some ~~individual~~individuals serving on commissions, committees and boards, but must be fair and respectful of all citizens serving on commissions, committees and boards.

- Keep political support away from public forums

Commission, committee and board members may offer political support to a Council Member, but not in a public forum while conducting official duties. Conversely, Council Members may support commission, committee or board members who are running for office, but not in an official forum in their capacity as a Council Member.

■ ~~Inappropriate behavior can lead to removal~~

~~Inappropriate behavior by a commission, committee or board member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council and the individual may be subject to removal from the commission, committee or board.~~

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
DATE: 10/02/2018
SUBJECT: September 18, 2018 City Council Regular Meeting Minutes

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Victoria Popescu, Deputy City Clerk
Concurrence: Lillian Harris-Neal, City Clerk

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES September 18, 2018

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Parker called the Study Session to order at 6:15 p.m., all members were present.

Present: Parker, Marick, Hupp, Simonoff, Vargas

1. Public Comment

None.

2. Clarify Regular Meeting Topics

Councilmember Simonoff requested clarification on the wording of proposed Resolution No. 2018-054 of Agenda Item 16, Development Related User Fees.

Councilmember Hupp spoke regarding Agenda Item 20, Utility Agreements with Southern California Edison and AT&T for State Route 57/Lambert Road Interchange Project, and expressed concern the Finance Committee did not review this item prior to Council review.

Public Works Director Olmos, with regards to Agenda Item 20, Utility Agreements with Southern California Edison and AT&T for State Route 57/Lambert Road Interchange Project, clarified the scope of the project, structure of the contract, cost split, administration by Caltrans, and City oversight.

Councilmember Vargas requested clarification on Agenda Item 21, the purchase of Digital Audio Recorders (DARs) and Evidence Management Software, and inquired on the current model of DARs used and sole sourcing.

Chief Conklin explained that the current model used will be unsupported in the near future, noted that the City will be receiving a discount and added that staff will not require training. The proposed purchase is for a newer version of the product.

DISCUSSION ITEM

3. Background Discussion on Options for City-owned Electric Vehicle Charging Stations

Director of Public Works Olmos provided the presentation and discussed the overview, current charging stations in the City, potential options for expansion, options for installation, and grant opportunities.

Council inquired about charging times for electric vehicles, the potential of cost-sharing for electricity with Brea Downtown Owners Association, the potential for solar power, solar savings at the Civic Center, universal plugs, preparation for future trends with regards to the popularity of electric vehicles, clean

energy, and cost for use of the charging stations.

Council advised staff to work with the Brea Downtown Owners Association on the potential for cost-sharing of electricity for future electric vehicle charging stations. Council also recommended staff consider installing charging stations at parking structure number 2 and report back to Council at a future meeting.

REPORT

4. Council Member Report

Mayor Pro Tem Marick reported attending a meeting of the Waste Commission where a report was presented on the state of the industry, which included a legislative timeline of unfunded mandates.

Mayor Parker reported attending the League of California Cities Annual Conference, the General Voting Assembly, and workshops on economic development and affordable housing.

Mayor Parker adjourned the Study Session at 6:58 p.m.

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Parker called the General Session to order at 7:08 p.m., all members were present.

5. Pledge of Allegiance:

Girl Scout Troop 6000 led the Pledge of Allegiance.

6. Invocation:

Doug Green, North Hills Church delivered the Invocation.

7. Presentation: Volunteer Recognition

Mayor Parker, on behalf of the City Council, presented the City of Brea 2018 Summer Volunteers with Certificates of Recognition.

8. Proclamation: Constitution Week

Mayor Parker, on behalf of the City Council, presented Linda Bates, Daughters of the American Revolution member, with a Proclamation recognizing Constitution Week.

9. Commendation: Roy Redman (Police Volunteer)

Mayor Parker, on behalf of the City Council, and Brea Police Chief Conklin presented Roy Redman with a Commendation for his years of service as a Police Volunteer with the City of Brea Police Department.

10. Presentation: Disaster Preparedness Month

Emergency Preparedness Analyst Keyworth displayed a video presentation on disaster preparedness and announced an upcoming CERT training.

11. Report - Prior Study Session

City Manager Gallardo provided a report on the prior study session.

12. Community Announcements

Mayor Pro Tem Marick announced the new season of the Curtis Theatre kicks-off with Ragfest on September 29, followed by 'One-Hit Wonders' and the 'Halloween Spooktacular' this October. Ragfest brings the era of lively ragtime music to the Curtis, allowing the audience to be able to meet and talk with the performers for an interactive experience. Tickets are available now at CurtisTheatre.com.

Mayor Parker invited the community to the dedication ceremony of the newly renovated park and

playground at Lagos de Moreno Park/Laurel Elementary Magnet School on Friday, September 28 at 1 p.m. The event will take place on the playground and parking will be available across the street at Brea Baptist Church.

Councilmember Hupp announced that there is still time left to show your "Small Town, Big Spirit." Brea Spirit can be as simple as helping a neighbor, supporting our youth sports and schools, performing acts of kindness, and much more. She encouraged the community to share their Brea Spirit with us by using the hashtag #BreaSpirit2018 or sending a photo to bigspirit@cityofbrea.net. The photos will be displayed on our City website and featured at a future Brea City Council meeting.

Councilmember Simonoff announced that the City of Brea's 21st Annual Wellness Festival will take place on September 29 from 9:30 a.m. to 1:30 p.m. at the Brea Community Center. The festival will offer comprehensive medical screenings, nutritional supplements and various mind-body techniques. There will also be fitness demonstrations, free mini massages, heart-healthy samples from local restaurants and much more. For more info, visit BreaFitness.com.

13. Matters from the Audience

Rick Rios introduced George Ullrich, Don Parker and Ken Palmer, and discussed their professional backgrounds.

Judy Chapelle spoke regarding senior housing in the City, affordability of housing in the State, and thanked the City Council for writing a letter to Department of Housing and Urban Development.

Glenda Hansen expressed concern for mounting cost of living at Heritage Plaza Senior Apartments.

Linda Silva expressed concern about rights and responsibilities of landlords and tenants.

John Bickel announced "The Grassroots Struggle for School Desegregation" exhibit at the Brea Museum from September 27 - October 20. He also spoke about the Brea Museum and Historical Society's involvement in the "Unvarnished: Moving History Organizations to Interpret the De Facto Segregation in the Northern and Western United States" research grant project.

Sean Thomas spoke about the Second Harvest service at the Brea Senior Center, discussed the election, spoke about addressing the Council, and inquired about the cost of construction for the Tracks at Brea restrooms.

Dwight Manley discussed contributing funds for legal assistance to the seniors at Heritage Plaza Apartments, charging for parking at multi-family developments, and compromise.

14. Response to Public Inquiries - Mayor / City Manager

City Manager Gallardo responded to public inquiries.

PUBLIC HEARINGS - *This portion of the meeting is for matters that legally require an opportunity for public input. Audience participation is encouraged and is limited to 5 minutes per speaker.*

15. Consideration of Adoption of Resolutions of Necessity for the Acquisition in Eminent Domain

Attorney Regina Danner, Richards Watson & Gershon, presented the details of the staff report including the location, proposed acquisitions, the four (4) findings the City Council must make, and referenced findings as outlined in the staff report.

Mayor Parker opened the public hearing.

Dwight Manley spoke regarding a potential 30 year tenant lease, the cost of progress, and expressed concern for the potential of the City to be taken advantage of.

Mayor Parker closed the public hearing.

Attorney Regina Danner, Richards Watson & Gershon, briefly explained the process of eminent domain.

Discussion ensued regarding the date of signing of the long-term lease, valuation, date of appraisal, and last eminent domain action.

City Attorney Markman noted that the Council should look at the appraisal to ensure that the long-term lease has not inflated the value and that the discussion of valuation would need to take place during Closed Session.

City Attorney Markman read the full title of the resolutions.

Motion was made by Council Member Vargas, seconded by Council Member Simonoff to adopt Resolution No. 2018-051, a Resolution of the City Council of the City of Brea declaring that the fee simple interest, including the leasehold interest, in the real property located at 1700 E. Lambert Road, further identified as Orange County Tax Assessor Parcel Number 320-101-17 is necessary for public purposes and authorizing the acquisition thereof, for the SR-57/Lambert Road Interchange Project; and authorize the City Manager, or his designee, to execute all necessary documents.

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

Passed

Motion was made by Council Member Simonoff, seconded by Council Member Hupp to adopt Resolution No. 2018-052, a Resolution of the City Council of the City of Brea declaring that permanent and temporary construction easements over portions of the real property located at 555 Pointe Drive, further identified as Orange County Tax Assessor Parcel Numbers 319-381-08 and 319-381-18 are necessary for public purposes and authorizing the acquisition thereof, for the SR-57/Lambert Road Interchange Project; and authorize the City Manager, or his designee, to execute all necessary documents.

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

Passed

16. Public Hearing for the Establishment and Adjustment of Development related User-Fees

Director of Community Development Crabtree presented an overview of the staff report including expenditures, revenues, fee study, flat fees for businesses and residential, hourly rates, and staff recommendations.

Mayor Parker opened public comment.

Allen Wood, Building Industry Association, stated that fees have an impact on the cost of housing and expressed concern for technology fees.

Dwight Manley spoke positively about open communication with staff related to the item, expressed support for Option 3 in the staff report, and encouraged Council to predetermine fixed fees over a 10-year period.

Mayor Parker closed public comment.

Councilmember Hupp suggested the City explore incentives for builders to develop the type of housing needed and expressed concern with automatically raising fees annually.

Mayor Pro Tem Marick expressed support for option 2, as outlined in the staff report and spoke about CPI over the years and cost recovery.

Mayor Parker spoke about the cost of building, setting policy for the future and expressed support for a 75% cost recovery with a CPI adjustment every three (3) years with an update to the study in ten (10)

years.

Council requested discussing the fees by line item.

Council discussed each individual line item. Amendments will be reflected in the attachments of Resolution No. 2018-053.

Motion was made by Mayor Pro Tem Marick, seconded by Council Member Simonoff to adopt Resolution No. 2018-053, a Resolution of the City Council of the City of Brea establishing and adjusting development-related user fees and other fees for city services, as amended.

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

NOES: Council Member Vargas

Passed

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

CITY COUNCIL - CONSENT

17. September 4, 2018 City Council Regular Meeting Minutes

The City Council approved the September 4, 2018 City Council Regular Meeting Minutes.

18. Acceptance of Contract and Notice of Completion for Contract with Lucas Builders, Inc. for the Tracks at Brea Segment 2 and Segment 3 Restroom, CIP Project 7873

The City Council accepted the project as complete, authorized the City Clerk to record a Notice of Completion; and authorized the City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.

19. Acceptance of Contract and Notice of Completion for Contract with American Integrated Services, Inc. for the Tracks at Brea Segment 4, CIP Project No. 7873

The City Council accepted project as complete, authorized the City Clerk to record a Notice of Completion; and authorized the City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.

20. Utility Agreements with Southern California Edison (SCE) and AT&T for State Route 57 / Lambert Road Interchange Project

The City Council approved the agreements and authorized the City Manager to execute agreements and any subsequent amendments.

21. Purchase of Digital Audio Recorders and Evidence Management Software

The City Council authorized the Purchasing Agent to issue a purchase order to Versatile Information Products, Inc. (VIP) in the amount of \$45,974.12 for the purchase of Digital Recorders and Evidence Management Software.

22. Conflict of Interest Code Amendments

The City Council adopted Resolution No. 2018-054, amending the City of Brea Conflict of Interest Code to conform to organizational changes and current State laws for designated City Employees and officials thereby repealing Resolution No. 2016-072.

23. September 7 and 14, 2018 City Check Registers

Received and filed.

Motion was made by Council Member Simonoff, seconded by Council Member Hupp to approve City Council Consent Calendar Items 17-23.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

24. **City Manager**
None.

25. **City Attorney**
None.

COUNCIL ANNOUNCEMENTS

None.

ADJOURNMENT

Mayor Parker adjourned the General Session at 10:38 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 2nd day of October, 2018.

Lillian Harris-Neal, City Clerk

Glenn Parker, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 10/02/2018

SUBJECT: Approve a Professional Services Agreement with Bucknam Infrastructure Group, Inc. for Biennial Pavement Management Plan Update and Inspection

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Bucknam Infrastructure Group, Inc. for biennial Pavement Management Plan update not to exceed \$31,965.

BACKGROUND/DISCUSSION

For the past several years, Bucknam Infrastructure Group, Inc. has provided the City of Brea with a pavement management system to assist staff with managing pavement needs including forecasting budgetary needs, planning rehabilitation projects, tracking rehabilitation histories, and creating information that meets OCTA funding requirements for paving projects.

OCTA guidelines require a Pavement Management Plan update every two years for arterial street pavement and every six years for residential streets. The last arterial and residential street survey was completed in fall 2016. The last inspection of 2016 included the inspection of one-third of the City's residential streets. Staff recommends the inspection of the remaining one-third of residential streets for this inspection year of 2018. Spreading the residential street inspection over the six year period is more cost effective to the City. To be compliant with OCTA requirements, the pavement survey work needs to be completed prior to June 2019. The pavement survey follows Army Corps of Engineers standards in defining the pavement condition rating index (PCI) and the area of the streets (square footage).

Bucknam Infrastructure Group takes this information and provides staff with a breakdown of recommended maintenance and rehabilitation methods, locations and cost estimates for future street maintenance/improvement projects. Bucknam Infrastructure Group worked with OCTA in the development of the Countywide Pavement Management Program in 2008 and has met the OCTA's pre-qualified pavement inspection requirements. Staff recommends using this vendor based on their extensive knowledge of the County reporting requirements. This experience will ensure the City meets the Renewed M2 requirements, and continue to be eligible for Measure M funds.

To prepare the Pavement Management Report requires extensive fieldwork to survey street conditions, followed by entry into the program database. Public Works has considered performing this work, but does not have the expertise, equipment, or manpower to complete this type of work without hiring additional staff or purchasing additional equipment. OCTA has specialized reporting and inspection requirements that make contracting this service the most

economical choice. Bucknam Infrastructure Group provides PMP services and has worked with over half of Orange County’s local agencies including Brea, Costa Mesa, Cypress, Orange, Huntington Beach and Irvine, to name a few.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff’s recommendation at their September 25, 2018 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

A total of \$50,000 is budgeted in the Street Division’s operational budget (110-51-5121-4269) for the Pavement Management Plan Biennial Update.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Will Wenz, Public Works Superintendent
Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

2018 PSA - Bucknam
Exhibit A
Exhibit B
COI

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 4th day of October, 2018, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and Bucknam Infrastructure Group, Inc. (hereinafter referred to as "CONSULTANT"),

I. Recitals

- A. CITY has heretofore requested the CONSULTANT to provide inspection of pavement sections for arterials, collectors and residential streets throughout the City of Brea and update the existing pavement management database

Inspection of Pavement Sections for Arterials, Collectors, Residential Streets, and City Parking Lots throughout the City of Brea and Updating the Existing Pavement Management Database - Pavement Management Plan

(PMP) ("Project" hereafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

- B. CONSULTANT has submitted its proposal for the performance of such services, including a revised scope of work for Construction Support Services and Oversight for Start-up, a full, true and correct copy of the proposal and revised scope of work are attached hereto as Exhibit "B" and by this reference made a part hereof.

- C. CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, City Council and staff in preparation of Project.

- D. CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

II. Agreement

A. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

1. Project: The preparation and collection of information for the Pavement Management Plan Update described in Exhibit "A" hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and attendance at any and all work sessions, and other meetings conducted by CITY with respect to the project.
2. Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.
3. Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, and oral presentations required of the CONSULTANT as set forth in Exhibit "A" hereto.

B. CONSULTANT agrees as follows:

1. CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

2. CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Schedule 1 of Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2.(b) may be extended upon written approval of CITY.
3. CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

C. CITY agrees as follows:

1. To pay CONSULTANT a maximum sum of Thirty-two Thousand Dollars (\$31,965) for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs, normal reimbursable and fees, including the work of employees, consultants

and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

2. Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibits "A" and "B".
3. CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.
4. Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "B" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

D. CITY agrees to provide to CONSULTANT:

1. Information and assistance as set forth in Exhibit "A" hereto.

2. Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.
 3. Such information as is generally available from CITY files applicable to the Project.
 4. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.
- E. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.
- F. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (30) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be paid on a pro-rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all

documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

- G. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Will Wenz, Public Works Superintendent
1 Civic Center Circle
Brea, California 92821
(714) 990-7695

CONSULTANT

Bucknam Infrastructure Group Inc.
Peter Bucknam, President
3548 Seagate Way, Suite 230
Oceanside, CA 92056
(760) 216-6529

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

- H. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT allow any subcontractor to commence work on its subcontract until all insurance required of the

subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

1. Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

"I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers' 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 work of this contract."

2. For all operations of the CONSULTANT or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:
- a. Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement.
 - b. Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.
 - c. Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least Two Million Dollars (\$2,00,000) for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY's behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates

all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY.

Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision.

d. Other required insurance, endorsements or exclusions as required by the Request for Proposal.

e. The policies of insurance required in this Section H (b) shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

3. The policies of insurance required in subsections (a), (b) and (c) of Section H (b), above shall:

a. Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

b. Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated B+ VII or better according to the most recent A.M. Best Co. Rating Guide;

- c. Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;
- d. Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy.
- e. Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
- g. Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;
- h. Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and
- i. Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.
- j. Otherwise be in form satisfactory to CITY.

4. Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

- I. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT. In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all

losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

- J. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.
- K. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of Not Applicable per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.
- L. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.


- M. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- N. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.
- O. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

City Manager

Director of Public Works

CONSULTANT



PETER BUCKNAM
PRESIDENT

EXHIBIT A

SCOPE OF WORK

Provide Services for Update Pavement Management Plan and Pavement Database

Introduction:

Consultant shall provide pavement inspection, planning and oversight to the City of Brea for the update of the pavement management system and pavement database. The intent is to have the consultant ensure that all phases of the project meet or exceed OCTA requirements and provide comprehensive management and forecasting capabilities.

Scope of Work:

- A. Consultant shall perform all necessary professional services in connection with the design of the project, including but not limited to those enumerated as follows:
 - 1. All required consultations with the City of Brea staff.
 - 2. Plans and specifications for each phase of the project.
 - 3. Update of software and user training.

- B. Consultant shall employ and/or utilize personnel that are properly trained and competent to perform the services required.

Time of Completion:

Consultant understands and agrees that the time schedule for submission of the completed work is of essence in this Agreement. Subsequent to City's review and approval of preliminary project plan, consultant agrees to deliver to the City the initial draft of pavement management system within 120 calendar days of execution of the contract.

The time during which consultant is delayed in its work by acts or omissions of City or its employees, agents or contractors other than consultant, or by Acts of God, strikes, lockouts or civil commotion which consultant could not reasonably have foreseen, and provided for any delays which are not caused by, and the continuance of which is not due to any fault or negligence of consultant, shall be added to the time of completion of the plan phases above noted, but City shall not be liable for any damages on account of such delay nor for any additional fees for services.

August 28, 2018

Mr. Will Wenz
Maintenance Services Superintendent
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Subject: Proposal for Infrastructure Management and Services (FY 2018-2019)

Dear Will:

It is our pleasure to submit our proposal to assist the City in continuing the proactive management of your Pavement Management Program (PMP). With the City Brea's PMP moving toward automation through condition survey updates, Capital Improvement reporting (CIP), and GIS development, *Bucknam Infrastructure Group, Inc.* has identified a proactive and cost efficient method to assist the City in the continued success of the PMP program. Our team will focus our high-end pavement management expertise, annual working knowledge of Brea's MicroPAVER v7 dataset and GIS technology to optimize the City's management of the essential infrastructure management programs.

Our services will build upon the earlier success of our 2004 through 2018 pavement management program services with cost-consciousness pavement inspections, annual work history updates, additional CIP reporting, alternative budgetary reporting, GIS support for the PMP and general database management. Our proactive PMP services will provide quality services such as:

- ❖ Relevant and accurate PMP services based on our ongoing work with the Orange County Transportation Authority (OCTA), Measure M2 compliance **(Bucknam has assisted seventeen (17) OC agencies comply with Renewed Measure M in the past year);**
- ❖ OCTA Renewed Measure M compliant surveying, reporting and pavement analysis; in January of 2018, Bucknam staff was certified by OCTA as having **"qualified inspectors and firm through 2020"** to prepare Pavement Management Plans compliant with the 2018 OCTA Countywide Pavement Management Guidelines;
- ❖ Local-Orange County knowledge and experience gained through our management of 70 local agency PMP's within Southern California; **Mr. Peter Bucknam is currently serving as Project Manager for numerous Orange County PMP projects (i.e. San Clemente, San Juan Capistrano, Fullerton, La Habra, Costa Mesa, Brea, Fountain Valley, Huntington Beach, Tustin, RSM, Laguna Beach, Laguna Hills, Irvine, Westminster and Aliso Viejo)** and he has personally managed over 200 PMP projects over the past nineteen years;

BUCKNAM INFRASTRUCTURE GROUP, INC.
3548 Seagate Way, Suite 230 Oceanside, CA 92056
T. 760.216.6529 F. 760.216.6549
www.bucknam-inc.com



- ❖ Project/engineering experience that brings the understanding that PMP software results are not set in stone; we proactively use the available data to enhance budget forecasting, PCI maintenance triggers, project planning and zone development;
- ❖ Cost effective management methodologies, from the project kickoff through final reporting, gained through our Project Manager's experience and use of GIS tablet-based / digital roadway imaging surveys / ArcGIS Online dynamic PMP-GIS link;
- ❖ Alternative Pavement CIP funding scenario generation and presentation (Bucknam will recommend numerous alternative PMP CIP budget recommendations to the City to identify the greatest ROI for the City);
- ❖ Professional Engineering experience through our Principal/Project Engineer, Mr. Steve Bucknam, P.E. who brings 40+ years of public/private local agency experience. Mr. Bucknam has served as City Engineer, Deputy City Manager, Design Engineer and Utilities Director for numerous public agencies.

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP / **Renewed Measure M submittal**) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules. Our deliverables will be used to strategize and improve upon the City's Pavement CIP for Arterial and Locals.

By selecting *Bucknam Infrastructure Group, Inc.*, the City of Brea will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective pavement management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. Mr. Peter Bucknam will represent our firm for this project and can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com.

In order to streamline project management and work schedules, all work efforts will be conducted through our office in Oceanside, CA.

Respectfully submitted,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
President/Project Manager



Project Understanding / Approach

We have defined detailed phases to the scope of work;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)
5. Optional Services (i.e. Digital Roadway Imaging – Infrastructure)

1) Project Implementation

TASK 1.1: Management & Administration - Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Brea it will be essential to establish, up front, the Public Works/Maintenance pavement management priorities. Our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach, section ID management & street and parking lot surveys, Orange County Transportation Authority (OCTA) compliance, finalization of the scope of work and the review of schedule.

This effort will build consensus between the Street Maintenance and Engineering departments as well as build stronger ARTERIAL and LOCAL maintenance programs. The first key topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data, OCTA compliance, and survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings) – minimum of eight (8) hours;
- Field review meetings;
- Monthly progress status reports will be delivered to City project manager.

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work.

Project Understanding / Scope of Work



In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include 35.4 arterial/local QC and 3.8 off-street trail QC).

Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments.

PCI variance reporting will be performed where previous PCI 2016 data will be compared to newly inspected 2018 PCI data; if PCI's vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record/log any discrepancies between the previous and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval).

Since we are collecting distress information on our field Tablets with the Brea MicroPAVER database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Brea's street distress data. This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

All general draft and final reporting will follow the OCTA "Countywide Pavement

Orange County PMP Clients		
Brea	Irvine	RSM
Costa Mesa	Aliso Viejo	Tustin
Laguna Hills	Laguna Beach	Westminster
Fountain Valley	San Juan Capistrano	La Habra
Huntington Beach	Newport Beach	Fullerton
La Palma	San Clemente	

Management Program, Guidelines Manual. **Over the past year, Bucknam has submitted seventeen (17) OCTA Measure M2 compliant reports for OC municipalities, they include:**

Our surveys follow the accepted OCTA procedure requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents. Our staff has already attended the OCTA PMP Distress Training Classes held in November, 2011, 2012, 2013, 2014, 2015, 2016 and 2017. **In January 2018 our staff was acknowledged as "qualified inspectors and firm" to prepare Pavement Management Plans compliant with the OCTA Countywide Pavement Management Guidelines (this compliance runs through June 2020; see documentation at the end of our scope of work).**



2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Engineering and Street Maintenance departments. Project success is created by delivering on three main factors;

1. Adherence to scope tasks and deliverables
2. Performing to the standard set by the Project Schedule; and
3. Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (two field technicians will drive the proactive schedule).

See key milestone dates from the project schedule below:

- Project Kickoff – September 25, 2018
- Survey Completion – January 15, 2019
- Delivery of draft PMP – January 22, 2019
- City comments returned to Consultant – February 5, 2019
- Delivery of City CIP Final Report – February 12, 2019
 - Brea CIP data/Final Report, reporting and revenue projections will be submitted by February, 2019
 - All necessary OCTA data, reporting and revenue projections will be submitted prior to June 28, 2019 (February, 2019)
- Submittal to OCTA of MicroPAVER Certification conforming to Renewed Measure M2 Eligibility Guidelines – February, 2019 (Will comply with April, 2018 OCTA PMP Guidelines)
- Implementation of MicroPAVER version 7.0.7 – Any time after acceptance of Final PMP
 - One copy (via DVD, .e70 file) of the MicroPAVER database will be delivered



- All pavement and GIS data pertinent to the project deliverables will be submitted with the Final PMP report

4) Scope of Work (Major Tasks)

TASK 4.1: Update Maintenance and Rehabilitation Activities

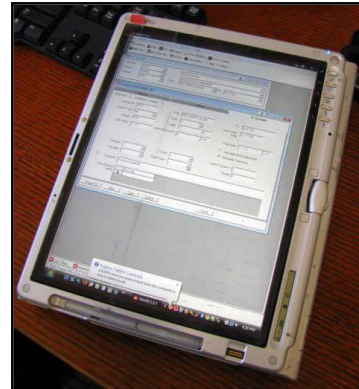
Based on the pavement maintenance that has been performed by in-house staff as well as contractual maintenance, our staff will review all street activities that have been performed during the past two years. This data will be entered into MicroPAVER to enhance the recommendations for the upcoming budgetary analysis and CIP reporting.

Deliverable: Citywide Work History Report

TASK 4.2: Conduct Pavement Condition Survey

Once the pavement segmentation has been assessed and verified, the inspection of 28.6 MPAH Arterial miles and 30.6 miles of Locals will be performed. Our survey will ensure that all Master Plan of Arterial Highways (MPAH) routes are surveyed and up-to-date for OCTA compliance.

Our survey methodologies will include the following approach based on the City's cost and benefit analysis:



1. **Walking/Windshield** - All sections are surveyed through walking/windshield methodologies. Distress types will be collected based upon actual surface conditions and physical characteristics of the segment. Surveying methods will be conducted by remaining consistent with MicroPAVER & the ASTM D6433-16 sampling guidelines while being flexible to current City requirements.

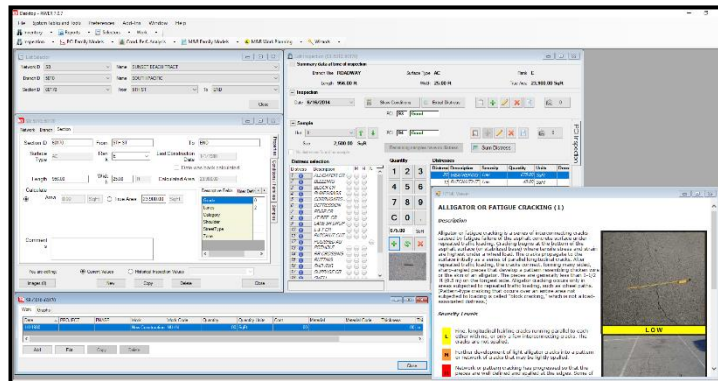
All sample locations are observed through walking surveys; additional street factors such as unique distress areas found outside our sample areas will be recorded. According to the OCTA guidelines, Brea MPAH pavement sections are to be surveyed for the upcoming 2018 PMP update:

- The inspection of approximately 28.6 miles of MPAH Arterial segments and 30.6 miles of Locals will be performed – OCTA compliance requirement (based on last inspection dates)
 - Recent slurry seal and overlay maintenance will reduce total mileage of survey - TBD
2. **Automated Digital Roadway Imaging** (see **Optional Task 4.9**) survey; Bucknam has recently performed this service for the cities of Bellflower, Culver City, Fountain Valley, Cypress, RSM, Santa Ana, La Habra Heights, National City and Palm Desert for PMP and ROW inspections.

Project Understanding / Scope of Work



Our staff will establish all inspection sample locations for survey based on ASTM/OCTA PMP guidelines; **this effort replaces the walking field operations; all pavement inspections are completed in-house through our automated data collection processes. Surveys are quality controlled with field operations.**



Our use of **MicroPAVER-Tablet** units allows our staff to collect pavement data with the City of Brea's MicroPAVER database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.

Our Tablet methodology sets us apart from the competition since we are using a paper-less inventory process to enter data; this in turn generates cost savings to enhance the project schedule and other portions of the project such as CIP reporting, MicroPAVER training and on-call services.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

1. Field Attribute Data (updated and/or verified)

- ❖ From/to, indicating the assigned limits of the section, sample test areas, street name,
- ❖ Street ranking indicating local, arterial, collector, # of lanes, surface type
- ❖ Historical PCI tracking from previous inspections and 2018 PCI inspections
- ❖ Segment quantities, indicating the length, width, and total true area of the section
- ❖ Pavement segment and PCI "Variance" analysis and report
- ❖ ADT volumes (if available from previous reports or current City documents)

2. Conditional data will be evaluated for all street segments and will include:

- ❖ MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
- ❖ PCI ratings (0-100), taking into account the surface condition, level of distress
- ❖ Other known or found environmental issues (standing water, inverted crowns, steep streets, etc.)

We welcome staff from the City to join our surveys. All pavement data will be entered into the City's most current licensed software (version 7). All items listed above will be maintained by our staff for the duration of this project. Data management will be performed in-house at our Oceanside office. At the completion of the project, the MicroPAVER database will be placed within your information services network. Additionally, all distress data will be submitted in paper form to the City.



3. Section Distress and PCI Reporting

Upon 50% and 100% completion of the required condition surveys, we will prepare draft PCI Reports and PCI GIS maps that document the conditions of all pavement segments. This report will provide the necessary information within MicroPAVER for the City to use and manipulate projected street rehabilitation and maintenance projects.

Included in the report will be updated pavement performance curves and maintenance decision models. The City and our staff will review the PCI reports to ensure that all inventory data is correct and the project is running smoothly.

Our Report that will include:

- ❖ PCI report - Sorted by Name (A to Z), PCI Order (0-100), Zone (1, 2, 3, etc.)
- ❖ Pavement segment and PCI "Variance Report"
- ❖ Graphical representation of conditions
- ❖ Condition Report Analysis for each segment
- ❖ Work history report
- ❖ GIS Maps presenting PCI finding by zone and by section

Once the City has reviewed, assessed and commented on the draft report, we will address all comments made and deliver the final reports.

Deliverable: Citywide PCI reports, compliant OCTA PCI reports, updated MicroPAVER database

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.3: Maintenance & CIP/Budgetary Analysis

We will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City. Based on the City's current AC & PCC applications, Geotech reports and other maintenance practices used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network. Based on our fiscal and deterioration analysis, we will present our results and recommendations to City staff. This analysis will become an essential building block for the projected seven-year CIP/maintenance programs. The City is required to submit OCTA compliant, seven-year projections by June 30, 2019; Bucknam will deliver all necessary reporting by February, 2019.

We will establish/update a maintenance "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within MicroPAVER based on functional class (i.e. arterial, collector, local) and age.

Our staff will review the Brea's deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class. The curves will be modified based

Project Understanding / Scope of Work



on current pavement conditions. The strategies that are typically reviewed are rehabilitation and reconstruction (R&R), localized maintenance, slurry seals, and various overlay types, the expected improvement in pavement condition, the life-cycle extension that would result and the unit costs for maintenance.

All maintenance practices/unit costs will be integrated into MicroPAVER and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenues projections are made.

Our Project Manager and Principal will work closely with City in defining repair and rehabilitation strategies during each fiscal year and within each Zone defined by the City. Once the repair/rehabilitation strategies have been defined, the identification of a seven year Forecasted Maintenance schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (e.g. maintain PCI in 7-years, etc.)
- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary recommendations that satisfy OCTA Local Match Reduction guidelines
- Future routine maintenance needs based on projected deterioration rates
- Renewed Measure M and AHRP objectives and improving citywide weighted PCI

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis. A working "draft" Final Report will be generated for City staff to review. The report will include an executive summary, the PCI Report as well as draft budgetary findings and recommendations.

Deliverable: Two copies of the Draft Pavement Management Program Report



Task 4.4: Citywide CIP / OCTA Compliance Reports

We will deliver the Final Report to the City which will be essential for staff reference and use as well as presented in a way that is beneficial for elected officials/upper management.

This report will assist the City in complying with OCTA and its most recent Countywide PMP Guideline requirements (April 2018).

The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team (identical to the report we delivered to OCTA every odd year). The report will provide the City with information on:

- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual rehabilitation programs for street maintenance for a 7-yr period (ARTERIAL and LOCAL Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service;
- Modeling and comparison of budget scenarios typically include:
 - Current / Actual budget 7-year projection (citywide approach)
 - Identification of annual funding to maintain current PCI after 7-years
 - Increase current PCI within 7-years
 - Gradual, Frontloaded, Constrained and Unlimited funding analysis
- Strategies and recommendations for the City's maintenance programs and procedures, including a preventative maintenance schedule;
- Supporting documentation required by OCTA; and
- A detailed breakdown of deferred maintenance (backlog).

We will make a presentation of the results from the 2018 PMP update to City personal and/or City Council if necessary-pro bono.

Registered Engineer

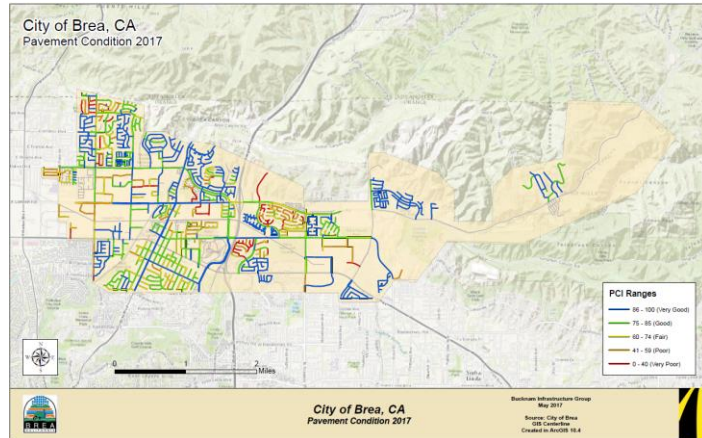
Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and prepare and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide engineered recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

Deliverable: Two (2) bound copies of the Final Pavement PMP Report (plus one original signed by our Registered Engineer, CA No. 20903), in binder and electronic form (.pdf), will be sent to the City. Bucknam will provide one (1) DVD copy that includes all final reporting documents, MicroPAVER .e70 PMP database and GIS files.



Task 4.5: Mapping and GIS

As an enhancement and proactive approach to this project, our staff will update the existing Pavement-GIS link between MicroPAVER and the City's GIS system. Our staff established this link in 2004 and has updated the unique PMP-GIS layer every year. Our staff will review, with City staff, all ongoing upcoming capital projects that may impact the GIS mapping delivered for this project.



The maps described below will be incorporated into the City's Final PMP report:

- PCI values for every section (24 x 36 color)
- Work History identifications (24 x 36 color)
- 7-yr Arterial / Local Rehabilitation and Slurry Seal Programs (24 x 36 color)
- Functional classification maps (24 x 36 color)

Once the City has approved the Pavement Condition Report, we will update the necessary MicroPAVER-GIS linkages (street names will be shown on all maps). By using the unique ID's within the PMP and the City's ESRI street shapefile ID's, we will create a one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise (see 2017 Brea PMP map above).

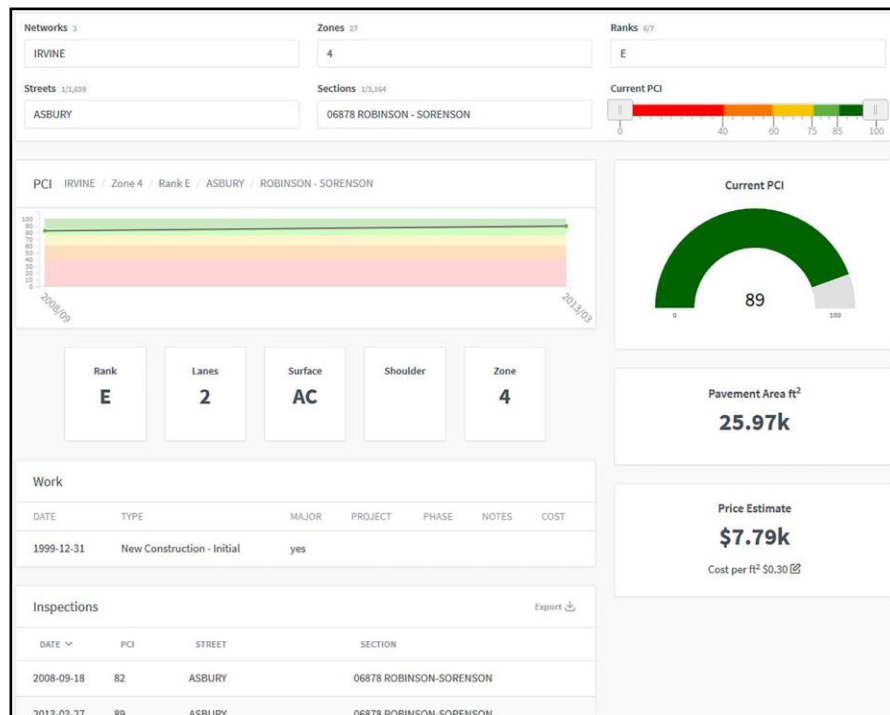
Deliverable: Complete GIS files/themes based on list above (shapefiles).



Task 4.6: Brea My Roads PMP Web-Portal

Brea My Roads Web-Portal

Bucknam now provides all our MicroPAVER clients with a unique and agency driven “My Roads” web-portal that provides instantaneous access to your MicroPAVER database. This “dashboard” allows users to toggle through individual sections via GIS mapping or queries, zone selection, rank selection, etc. to review all section metrics, latest/previous inspections, work histories generate filtered PCI reports and identify potential maintenance costs based upon your unique needs.



Bucknam has shown above the current “My Roads” actively working! This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Brea MicroPAVER database the My Roads dataset is immediately changed to reflect work history edits, PCI inspections and section changes. This service is of no charge to the City of Brea and will be maintained through our annual services.

In summary, My Roads allows the user perform the following dynamic functions:

- Query for a specific pavement segment to view its inspection PCI, work history and inspection history on one dashboard;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool.



OCTA PMP QUALIFICATIONS / CERTIFICATIONS

Shown below is OCTA's verification that Bucknam Infrastructure Group, Inc. is prequalified to prepare Pavement Management Plans. Bucknam is "qualified" until June, 2020.

From: Brianna Martinez [<mailto:bmartinez@octa.net>]

Sent: Tuesday, February 27, 2018 9:25 AM

To: Peter Bucknam <peter@bucknam-inc.com>

"Sent on behalf of Harry Thomas, OCTA Planning"

Good morning,

Here are the currently prequalified pavement inspection consultants and agencies:

- **March 23, 2016 – Expires June 30, 2018**
 - Bucknam Infrastructure Group
 - City of Cypress
 - Civil Source, Inc.
 - Dynatest
 - Fugro
 - GIE
 - NCE
 - Onward Engineering
 - City of Orange
- **April 21, 2017 – Expires June 30, 2019**
 - Adhara Systems, Inc.
 - Fugro Roadware, Inc.
 - GMU
 - Harries & Associates
 - IMS
 - Marker Geospatial
 - NCE
 - Twining
 - Vanderhawk
- **February 15, 2018 – Expires June 30, 2020**
 - Bucknam Infrastructure Group
 - Dynatest

Best,
Brianna Martinez



Additional Services (Optional)

Task 4.7: MicroPAVER Training

With PMP software use being one of the key components to a successful PMP implementation, we will provide City staff with quality, certified training and the necessary skills needed to maintain the PMP. Bucknam will provide City staff with all collected pavement/GIS data, as well as updated operation manuals for both field data collection and software use. Based on the number of future users, our staff will deliver as many copies as needed by City staff to facilitate the program. Peter Bucknam, who is certified in the use of MicroPAVER, will conduct comprehensive multi-day training sessions covering implementation, interfacing with the system, PMP methodologies, field survey practices, PCI calculations, budget needs analysis and editing/updating the database. This is estimated to consist of a minimum of 8 hours of training.

Training typically involves one (1) day of training on the PMP software and GIS linkages. There is no minimum or maximum amount of people that can be trained under this methodology. We can train one key individual or an entire classroom using a City training facility pending on your needs; the intent of this training is to empower and allow City staff to continue updating the PMS database on their own after this project is completed.

Task 4.8: As-Needed PMP Services

Pavement Management Program Support

With the City implementing a biennial PMP management schedule Bucknam will provide annual PMP support that will cover data previously submitted by our staff. If additional services outside the identified scope of work above are requested Bucknam will provide timely and proactive services to the City. Additional As-Needed services typically include:

- Review of geotechnical, PS&E plan sets or other PMP related studies from outside agencies (i.e. OCTA, etc.);
- Additional budget scenarios, general reporting, deterioration studies
- Additional visual inspections above the mileage amount indicated in Task 4.2
- Additional pavement management – GIS mapping
- Additional MicroPAVER training, operation use

Also, if requested, Bucknam will assess and review the City's upcoming maintenance schedule for that fiscal year. The agreement will continue to include the provision of onsite and telephone support for the City staff.



TASK 4.9 Automated Digital Roadway Imaging

Bucknam has performed numerous digital roadway imaging survey throughout Southern California over the past ten years. Based on the City's infrastructure / GIS data collection priorities we have performed digital imaging surveys for local agencies that complement our pavement inspections. Our services are a proactive and cost efficient GPS survey methodology that will allow for the collection of numerous GPS locations using "one" set of digital imagery (e.g. five citywide infrastructure surveys for the cost of one).



Beyond the pavement survey capabilities, the City will be able to collect other infrastructure assets in the future such as signs, manholes, driveways, catch basins and other ROW features; a tremendous costs savings that could reach \$400,000 over the next 3 years.

Several of our current clients have used this technology to include sign inventories with the pavement management survey in order to remain proactive with regulatory sign inspections.

With verification of street segmentation, the inspection of approximately 116.8 centerline miles will be surveyed (or citywide). MicroPAVER - Army Corp of Engineers AC and PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment while being flexible to current City practices.

Our automated digital imaging allows technician to collect the following:

- Continuous pavement imaging (images taken every 5 meters, competition typically surveys at every 8 meters/25 feet intervals)
- Surface roughness ratings (IRI)
- Rutting depth (full width of lane or street)
- Imaging captures 100% of each pavement segment (not just one lane)
- Data transfers seamlessly to MicroPAVER
- Optional Ground Penetrating Radar (GPR) for arterials and collectors
- 2mm pixel images allows for centimeter horizontal and vertical accuracy

The first survey process will involve the mobile GPS vehicle taking approximately three-week's time to survey the Brea's street network; additionally, the vehicles drive the posted speed limits. The images that are collected are taken by using Sony digital stereographic cameras (6 cameras) positioned on the vehicle. The images have a resolution of 2,880 X 2,000 and are geo-referenced by means of inertial GPS equipment contained within the van; images are taken every 4 to 6 meters, 15 ft intervals.

Project Understanding / Scope of Work



The quality of the imagery and its GIS / record collecting capabilities within the software provided allows the technician to accurately identify the required pavement distresses defined by the pavement software and the project (distresses are collected in-house).

All pavement GIS data associated with each pavement section will be entered into the City's working infrastructure and GIS software.

Survey vehicles are equipped with digital measuring instrumentation (DMI) that will be used to verify all pavement section lengths and widths. Our vehicles can be equipped with road roughness rating equipment, strip mapping cameras and are set to record 360 degree street imaging.

The survey will be performed by the *Bucknam* team that is experienced and trained in infrastructure condition assessment using LambdaTech's "Feature Extraction" software. We have performed this service for the cities of Fountain Valley, RSM, Cypress, Lake Elsinore, National City, Palmdale, Palm Desert, La Habra Heights, Lomita and Santa Ana).

Through these projects we have collected the following infrastructure data sets and established GIS layering for:

- Sign Inventory (MUTCD compliant)
- Catch Basins
- Sewer and Storm Drain manholes
- Fire Hydrants
- Sidewalk Curb Markings
- Street Striping, Legends, Crosswalks
- Street Lighting
- Pavement roughness and rutting
- Pavement Management surveys (based on County requirements)

Project Understanding / Scope of Work



Proposed Fee

Task Items 1 through 4 can be accomplished on a **time and materials not to exceed** basis in accordance with the standard hourly rate schedule attached. Our anticipated fee including labor and reimbursable expenses is projected to be \$31,965 for a six-month period. Should the City desire to increase the service level above the hours outlined above for the Task items 1 through 4 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties. We have included our fee schedule below for the City consideration.

	Description	Principal	Project Manager	GIS Planner	Field Technician(s)	Admin	Total by Task
	2018 Base Fee	\$295/hr	\$185/hr	\$145/hr	\$90/hr	\$75/hr	
Task 1	Project Implementation						
Task 1.1	Project Kickoff		2	1			\$515
Task 1.2	Project Status Meetings - Quality Control	1	4	6	12		\$2,985
Task 2	Client Satisfaction						
Task 2.1	Project Deliverables		2			1	\$445
Task 3	Project Schedule						
Task 3.1	Work Flow / Project Schedule		2	4			\$950
Task 4	Scope of Work						
Task 4.1	Update Maintenance and Rehabilitation Activities		1		8		\$905
Task 4.2	Pavement Condition Survey (59.2 miles-Walking)		5	7	118		\$12,560
	28.6 Arterial MPAH miles						
	30.6 Local miles						
Task 4.3	Maintenacne & CIP / Budgetary Analysis		8	4			\$2,060
Task 4.4	Citywide CIP / OCTA Compliance Reports	1	30	8		1	\$7,080
Task 4.5	Mapping and GIS Update		3	12	8		\$3,015
Task 4.6	Brea My Roads PMP Web-Portal (Pro-bono)						\$0
	Reimbursables (mileage, printing, materials)						\$1,450
	All deliverables will become property of the City of Brea						
	All Tasks are negotiable						
	Total Hours per Staff	2	57	42	146	2	
	2018 Total Base Fee	\$ 590	\$ 10,545	\$ 6,090	\$ 13,140	\$ 150	\$31,965
	Optional Tasks						
Task 4.7	MicroPAVER Training		2		10		\$1,270
Task 4.8	As-Needed PMP Services (Annual)						T&M
Task 4.9	Automated Digital Roadway Imaging (Citywide)						\$12,800
	Mobilization* (LambdaTech)						\$1,000
	*due to office in Oceanside, CA						
	Bucknam Pavement Condition Assessment (from images)		8	16	159		\$18,110
	- this effort would replace Task 4.2 walking surveys						
	- Parking Lot Surveys will not be included within imaging or survey						
	Bucknam Sub-Consultant Mark-up (15%)						15%
	This fee is based on citywide survey; fee would be adjusted based on City's need						
	Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown						



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WILLIS OF ILLINOIS, INC. 233 S WACKER DR, SUITE 2000 CHICAGO IL 60606	CONTACT NAME: PHONE (A/C, No, Ext): (888) 780-5381 FAX (A/C, No): (877) 737-8498 E-MAIL ADDRESS: Certificate@Hanover.com INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co of America INSURER B: Hanover American Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 31534 36064
INSURED BUCKNAM INFRASTRUCTURE GROUP INC 3548 SEAGATE WAY STE 230 OCEANSIDE CA 92056		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	OBC A399956 04	09/16/2018	09/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	OBC A399956 04	09/16/2018	09/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	OBC A399956 04	09/16/2018	09/16/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WZC A399946 04	09/16/2018	09/16/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY are Additional Insured on the General Liability as their interest may appear in regard to work performed or services provided by the Named Insured pursuant to the terms and conditions of form: 391-1586 (General Liability Supplementary Endorsement). Additional Insured is primary and noncontributory on General Liability to the extent provided by form: 391-1003. Waiver of subrogation on General Liability as provided by form: 391-1586. Waiver of subrogation on Workers Compensation as provided by form: WC040306 (Waiver of Our Right to Recover from Others Endorsement - California). Cancellation notice will be provided to the Certificate Holder pursuant to endorsements: 401-1235 (Notice of Cancellation), 331-0342 (Notice of Cancellation). Such notice is solely for the purpose of informing the Certificate Holder of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF BREA, CA CIVIC & CULTURAL CENTER 1 CIVIC CENTER CIRCLE BREA CA 92821	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. SECTION I - PROPERTY

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY**.

2. SECTION II - LIABILITY

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

- (1) For the sole negligence of the Additional Insured; or
- (2) When the Additional Insured is an Additional Insured under another liability policy.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to SECTION II - LIABILITY Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" only if this Coverage Part provides such coverage.
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal

injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

- (a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or
- (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

B. Aggregate Limits of Insurance per Project or per Location

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is

added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions**:

1. "Your project" means:
 - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
 - b. Does not include any "location" listed in the Declarations.
2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

BLANKET AS REQUIRED BY

C O N T R A C T

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. WZC-A399946-04

Endorsement No.

Insurance Company THE HANOVER AMERICAN INSURANCE COMPANY

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
CITY OF BREA, CA CIVIC & CULTURAL CENTER 1 CIVIC CENTER CIRCLE BREA, CA 92821	30
PUBLIC WORKS DEPARTMENT CITY OF NEWPORT BEACH ATTN: DAVID A. WEBB, PUBLIC WORKS DIRECTOR 100 CIVIC CENTER DRIVE, BAY D, 2ND FLOOR NEWPORT BEACH, CA 92660	30
CITY OF ONTARIO ATTN: MR. MIGUEL SOTOMAYOR-ASSISTANT ENGINEER 303 "B" STREET ONTARIO, CA 91764	30

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
CITY OF TUSTIN 300 CENTENNIAL WAY. TUSTIN CA 92780	30
CITY OF FULLERTON ATTN: VINCENT OSEGUERA ASSISTANT ENGINEER 303 WEST COMMONWEALTH AVENUE FULLERTON CA 92832	30
CITY OF HEMET. ATTN: CITY MANAGER 445 E FLORIDA AVENUE, HEMET CA 92543	30
CITY OF BREA CA CIVIC & CULTURAL CENTER 1 CIVIC CENTER CIRCLE BREA CA 92821	30
PUBLIC WORKS DEPARTMENT CITY OF NEWPORT BEACH 100 CIVIC CENTER DRIVE BAY D 2ND FL, NEWPORT BEACH CA 92660	30
ATTN: DAVID A WEBB, PUBLIC WORKS DIRECTOR 100 CIVIC CENTER DRIVE BAY D 2ND FL, NEWPORT BEACH CA 92660	30
CITY OF ONTARIO, ATTN:MR. MIGUEL SOTOMAYOR ASSISTANT ENGINEER 303 EAST B STREET ONTARIO, CA 91764-4196	30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. WZC-A399946-04

Endorsement No.
Premium

Insurance Company THE HANOVER AMERICAN INSURANCE COMPANY

Countersigned By _____

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 10/02/2018
SUBJECT: Brea Civic & Cultural Center Landscape Improvements, CIP #7936

RECOMMENDATION

1. Authorize plans and specifications,
2. Receive bids,
3. Award contract to Senitica Construction in the amount of \$ 181,000.00; and
4. Authorize the Public Works Director or his designee to issue Contract Change Orders up to "a not to exceed" amount of 10% of the Contract price

BACKGROUND/DISCUSSION

Brea Civic & Cultural Center Landscape Improvements, Project 7936, was approved for construction as part of this year's Capital Improvement Program (CIP) budget. This segment of the Project is located by the flag area and south side of the Civic & Cultural Center. This project will remove turf and existing plant material; retrofit existing irrigation systems; install pavers; repair the leaking P1 roof; install a footer for an employee memorial; and install low water-use plant material and mulch.

On September 12, 2018, six bids were received with the following results:

1.	Senitica Construction	\$181,000.00
2.	Mariposa Landscapes, Inc.	\$184,435.50
3.	Aramexx Construction	\$194,900.00
4.	United GLI	\$198,336.00
5.	Yakar	\$198,750.00
6.	Marina	\$217,750.00
	<i>Engineer's Estimate</i>	\$185,000.00

The lowest responsible bidder was Senitica Construction of Mira Loma in the amount of \$ 181,000.00. The company has a valid contractor's license and received excellent reference checks. Their projects were completed satisfactorily and in a timely manner. If awarded, the project would commence as soon as possible.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their September 25, 2018 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

Funding is available in the CIP budget with the total cost of \$181,000.00 being offset by \$59,800 in Turf Removal Rebates from the Metropolitan Water District pending project completion by December 31, 2018.

Project 7936 will remove the existing turf at the flag area and on the south side slope of the Civic Center installing low water use trees, plant material and mulch. The estimated water savings changing from warm season turf to low water plant material will save approximately 693,000 gallons of annual water use. Additional work will include installation of pavers by the flags, a footer for an employee memorial and make repairs to the P1 roof. Staff is requesting that Council award a contract to Senitica Construction in the amount of \$181,000.00 and authorize the Public Works Director, or his designee, to issue Contract Change Orders up to a "not to exceed" amount of 10% of the Contract amount.

There are sufficient funds in the CIP Budget from Fund 420 (Water) and Fund 182 (FARP - Fixed Asset Replacement Fund). There is no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

Agreement

Proposal

Insurance

Plans

Specifications

A G R E E M E N T

THIS AGREEMENT ("Agreement" or "Contract") is made and entered this day of _____, 201_ ("Effective Date"), by and between Senitica Construction, (hereinafter referred to as "CONTRACTOR") and the City of Brea, California, a municipal corporation (hereinafter referred to as "CITY").

WHEREAS, pursuant to the Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said Notice;

WHEREAS, CITY did accept the bid of CONTRACTOR, **Senitica Construction** and;

WHEREAS, CITY's City Council has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of the **Brea Civic and Cultural Center Landscape Improvements Project 7936**.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, CITY AND CONTRACTOR hereby agree as follows:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the construction of the **Brea Civic and Cultural Center Landscape Improvements 7936** ("Project"). Said work shall be performed in accordance with contract documents for this Project on file in the office of the CITY Engineer and in accordance with bid prices, plans and specifications hereinafter mentioned and in accordance with the instructions of the Public Works Director. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.

2. CONTRACT PRICE AND PAYMENT: As total and complete compensation for all work required hereunder, CITY shall pay to the CONTRACTOR for furnishing and material and doing the prescribed work the unit prices set forth in CONTRACTOR's bid or proposal dated **September 12, 2018**. Progress payments shall be made for each portion of the work satisfactorily completed. Notwithstanding the foregoing, CITY shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

At the written request and expense of CONTRACTOR, securities equivalent to any moneys withheld by the CITY to ensure performance under this Agreement shall be deposited with the CITY, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR. Alternatively, CONTRACTOR may request that the CITY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of CONTRACTOR, CONTRACTOR may direct the investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for securities deposited by CONTRACTOR.

Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of this Section. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which CONTRACTOR and the CITY mutually agree in writing. CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If CONTRACTOR elects to receive interest on moneys withheld in retention by the CITY, it shall, at the request of any subcontractor performing more than five percent (5%) of CONTRACTOR's total Proposal, make that option available to the subcontractor regarding any moneys withheld in retention by CONTRACTOR from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

3. CUSTOMER CARE: CONTRACTOR, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The documents referenced in Section 1, above, the Resolution and Notice Inviting Bids attached hereto, and Instructions to Bidders, and attachments thereto, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Contract is intended to require a complete and finished piece of work, and the CONTRACTOR shall perform all work necessary to properly complete the work and the Project in accordance with all applicable local, State, and federal regulations, laws and statutes, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this written agreement shall control.

5. TERM OF CONTRACT: CONTRACTOR agrees to complete the Project and all of the work within **50** working days from the date of **Notice to Proceed** of this Contract ("completion date"). CONTRACTOR agrees further to the assessment of liquidated damages in the amount of **\$500.00** for each working day the work remains incomplete beyond the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this Contract. Progress payments made after the scheduled date of

completion shall not constitute a waiver of liquidated damages. The CITY may cancel this Agreement at any time with or without cause and without penalty upon thirty (30) days' written notice. In the event of termination without fault of CONTRACTOR, CITY shall pay CONTRACTOR for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total Contract price, and such payment shall be in full satisfaction of all services rendered hereunder.

6. INSURANCE: CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this Contract the following policies of insurance:

a. Compensation insurance: Before beginning work, the CONTRACTOR shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with the CITY a certification as follows:

"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 work of this contract."

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage products/completed operations and all other activities undertaken by the CONTRACTOR in the performance of this Agreement, - - or - - :

(2) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(3) Owner's and CONTRACTOR's Protective (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by CONTRACTOR in the performance of this Agreement.

(4) Other required insurance, endorsement or exclusions as required by the plans and specifications.

(5) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

c. Each such policy of insurance required in paragraph b shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the CITY, its elected officials, officers, employees attorneys and agents, and any other parties including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against the named additional insureds;

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits; and

(10) Otherwise be in form satisfactory to CITY.

d. Prior to commencing performance under this Agreement, the CONTRACTOR shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONTRACTOR commences performance. If performance of this Agreement shall extend beyond one (1) year, CONTRACTOR shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

7. LABOR CODE COMPLIANCE:

a. CONTRACTOR acknowledges that the work required is a "public work" as defined in Labor Code Section 1720, et seq. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federal projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. CONTRACTOR shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

Pursuant to Labor Code §1775, the CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars (\$200.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

b. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects.

CONTRACTOR shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, CONTRACTOR and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

c. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Contract, and the CONTRACTOR and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

d. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the CITY of the location of the records.

e. For every subcontractor who will perform work on the project, CONTRACTOR shall be responsible for such subcontractors' compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and CONTRACTOR shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of a failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure.

f. CONTRACTOR truthfully represents that at the time CONTRACTOR submitted its bid or proposal for this Project, and thereafter, CONTRACTOR possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the bid documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of CONTRACTOR to practice its trade(s) and complete the Project. CONTRACTOR agrees to not be debarred at any time through the duration of this Agreement. CONTRACTOR has investigated and represents and will ensure that all subcontractors possessed and now possesses a valid specialty trade license in its trade, as well as

all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time the CONTRACTOR's bid was submitted. All licenses must comply with California Business and Professions Code Section 7057 regarding a general building contractor. CONTRACTOR and all subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

8. UNRESOLVED DISPUTES: In the event that a dispute arises between the CITY and CONTRACTOR regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with the CITY over any matter whatsoever, CONTRACTOR shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. CONTRACTOR shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Section 20104, *et seq.* and Brea City Code chapter 1.12 ("Claims Against the City) shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

9. ANTI-TRUST CLAIMS: In entering into this Agreement, CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR without further action or acknowledgment by the parties.

10. TRENCHING AND EXCAVATIONS: If the Project involves trenching more than four (4) feet deep, CONTRACTOR shall promptly and before the following conditions are disturbed notify the CITY in writing of any: material that CONTRACTOR believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The CITY shall investigate the conditions, and if the CITY finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY shall issue a change order.

In addition, whenever work under the Agreement that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall submit for acceptance by CITY or by a registered civil or structural engineer employed by CITY to whom authority to accept has been delegated ("Engineer"), in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs therefor shall be included in the price named in the Agreement for completion of the work as set forth in the Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the CITY or on any CITY officer, agent, or employee. All plans, plan review, processing and shoring costs are CONTRACTOR's responsibility.

11. UTILITIES: The CITY acknowledges its responsibilities under Government Code section 4215 concerning existing utilities and that section is incorporated herein by this reference.

12. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are CONTRACTOR's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the CITY. Prior to commencement of work on the Project, CONTRACTOR, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

13. CONTRACTOR'S LIABILITY: The CITY of Brea and its officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the work or at any time before its completion and final acceptance.

The CONTRACTOR will defend, indemnify and hold the CITY, its elected official, officers, employees, agents and volunteers free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other

entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, violation of the Labor Code or any other code or regulation, and/or activities of the CONTRACTOR, its agents, employees, subcontractors, and/or invitees in or related to the performance of this Agreement (collectively, "Claim(s)"), whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, as determined by a final court decision or agreement of the parties, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any Claim(s) and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment rendered against the CONTRACTOR or CITY as a result of any Claim(s) hereunder, and the CONTRACTOR agrees to indemnify and save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR in connection with any Claim(s) hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with actual attorneys' fees.

So much of the money due to the CONTRACTOR under and by virtue of this Contract, as shall be considered necessary by CITY, may be retained by CITY until CONTRACTOR has satisfied its indemnity obligations under this Section.

14. ASSIGNMENT: CONTRACTOR shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without the CITY's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and CONTRACTOR shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

15. CONTRACTOR'S REPRESENTATIONS: CONTRACTOR represents, covenants and agrees that: a) CONTRACTOR is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONTRACTOR's full performance under this Agreement; c) there is no litigation pending against CONTRACTOR or any owner or officer thereof, involving theft, dishonesty or fraud involving a public works project, and neither CONTRACTOR nor any owner or officer thereof not the subject of any criminal investigation or proceeding involving a public works project; and d) to CONTRACTOR's actual knowledge, neither CONTRACTOR nor any owner or officer thereof has been convicted of a felony

involving theft, dishonesty or fraud in connection with a public works project, within the last ten (10) years.

16. **NOTICES:** Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the CITY's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To CITY:
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, California 92821

To CONTRACTOR:
Senitica Construction
12523 Limonite Ave., Suites 440-345
Mira Loma, California 91752

17. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

18. **APPLICABLE LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

19. **ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

20. **ENTIRE AGREEMENT:** This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

21. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONTRACTOR constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement as of the Effective Date set forth above.

CONTRACTOR Senitica Construction, INC.

State of California

Contractor License No. 940475

Signature: 

Printed/Type: Charbel Rameh

Title: President / CEO

Signature: 

Print/Type: Tony Kasbar

Title: VP / CFO

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk



**BREA CIVIC AND CULTURAL CENTER LANDSCAPE IMPROVEMENTS
CIP PROJECT No. 7936
CITY OF BREA, CALIFORNIA**

**ADDENDUM NUMBER 01
August 16, 2018**

Notice to All Bidders:

Please note the following **revisions** have been made to the project documents for the subject project:

PROJECT SPECIFICATIONS

Notice Inviting Sealed Bids page A-1

Replace the first paragraph with the following:

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on Wednesday, September 12, 2018.**

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

CITY OF BREA PUBLIC WORKS DEPARTMENT

**Bill Bowlus
Public Works Superintendent**

Addendum received and acknowledged by:

Tony Kasbar, VP
Senitica Construction

This is to acknowledge receipt and review of Addendum No. 01, dated August 16, 2018. 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.

Cc: Lillian Harris-Neal, City Clerk

SECTION C

PROPOSAL

for the

BREA CIVIC AND CULTURAL CENTER LANDSCAPE IMPROVEMENTS CIP PROJECT NO. 7936

in the

CITY OF BREA

TO THE DIRECTOR OF PUBLIC WORKS OF THE CITY 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 50 working days, starting from the Notice to Proceed.**

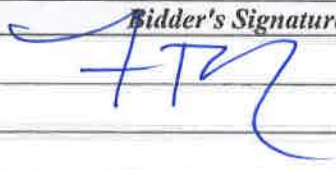
BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth 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 sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will readvertise 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 TOTAL BID AMOUNT 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	9/11/2018	

BID FORM
BREA CIVIC AND CULTURAL CENTER LANDSCAPE
IMPROVEMENTS
CIP #7936

Bidder: SENITICA CONSTRUCTION

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization (5% Max.)	1 LS		\$ 9,000.00
2.	Clearing & Grubbing	1 LS		\$ 25,000.00
3.	Roof Repair	1 LS		\$ 30,000.00
4.	Irrigation and Drainage Systems	1 LS		\$ 41,000.00
5.	Plant Material	1 LS		\$ 16,000.00
6.	Mulch	1LS		\$ 15,000.00
7.	Fine Grading/Soil Prep.	12,500 SF	\$.80 /SF	\$ 10,000.00
8.	45 Day Landscape Maintenance	1 LS		\$ 3,000.00
9.	Hardscape Pavers and Monument Footer	1 LS		\$ 22,000.00
10.	Monument Lighting Electrical	1 LS		\$ 10,000.00

Total: Bid in Figures: \$ **\$ 181,000.00**

Total: Bid in Words: **one hundred eighty-nine thousand dollars and zero cents**

1. **Bidder declares that he or she has read and understands Item No. 12 of Instructions to Bidders.** TK (Bidder Initial)

LIST OF SUBCONTRACTORS

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

[illegible]

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**

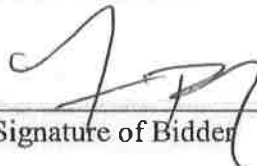
State of California

County of ~~Orange~~ ^{SS.} RIVERSIDE^{TR}

TONY KASBAR, being first duly sworn, deposes and says that he or she is
VP/CFO AND SECRETARY of SENITICA CONSTRUCTION, 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.

SENITICA CONSTRUCTION, INC.

Name of Bidder

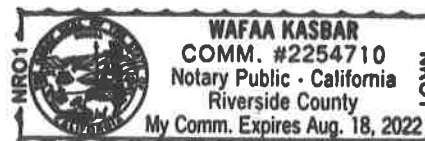
 TONY KASBAR
Signature of Bidder

12523 LIMONITE AVE STE 440-345
MIRA LOMA, CA 91752

Address of Bidder

Subscribed and sworn to before me this 11TH day of SEPTEMBER, 2018.

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

 TONY KASBAR

Title

VP/CFO, SECRETARY

Firm

SENITICA CONSTRUCTION, INC.

Date

09/11/2018

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 **BREA CIVIC AND CULTURAL CENTER LANDSCAPE IMPROVEMENTS**, (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.

SENITICA CONSTRUCTION

Contractor



TONY KASBAR

By

VP/CFO, SECRETARY

Title

Date: **09/11/2018**

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes

☒ No

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

N/A

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

COMPENSATION INSURANCE CERTIFICATE

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake 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.

SENITICA CONSTRUCTION

Contractor

By 

TONY KASBAR

VP/CFO, SECRETARY

Title

Date: 09/11/2018

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

SENITICA CONSTRUCTION

Bidder Name

12523 LIMONITE AVE STE 440-345

Business Address

MIRA LOMA, CA 91752

City,

State

Zip

(909) 486-3239

Telephone Number

BIDS@SENITICA.COM

Email Address

940475

State Contractor's License No. and Class

1000050484

DIR Registration Number

11/30/2009

Original Date Issued (Contractor's State License)

06/30/2019

Expiration Date

The work site was inspected by **TONY KASBAR** of our office on **SEPTEMBER 11, 2018**

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

SENITIC CONSTRUCTION

TONY KASBAR

CHARBEL RAMEH

The undersigned is prepared to satisfy the Public Works Director 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.

SENITICA CONSTRUCTION, INC.

Company Name

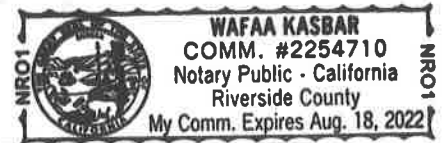
Signature of Bidder

TONY KASBAR, VP/CFO, SECRETARY

Printed or Typed Signature

Subscribed and sworn to before me this 11TH day of SEPTEMBER, 2018.

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:

1. SEE ATTACHED CONTRACTOR EXPERIENCE LIST

Name and Address of Public Agency

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

Contract Amount

Type of Work

Date Completed

2. SEE ATTACHED CONTRACTOR EXPERIENCE LIST

Name and Address of Public Agency

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

Contract Amount

Type of Work

Date Completed

3. SEE ATTACHED CONTRACTOR EXPERIENCE LIST

Name and Address of Public Agency

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

Contract Amount

Type of Work

Date Completed

Public Entities, Awarding Bodies, Owners, Developers

THE FOLLOWING LIST OUTLINES PROJECTS COMPLETED BY THE OFFICERS OF SENITICA CONSTRUCTION, INC., WHILE EMPLOYED WITH A FIRM PREVIOUSLY EMPLOYING TONY KASBAR AS "PROJECT MANGER" AND CHARLES RAMEH AS "GENERAL SUPERINTENDENT".

City of Tustin		
Contact:	Eddy Jan, Project Engineer	
Phone:	(714) 573-3157	
E-mail:	ejan@andpen.com	
Completed Projects		
Value	Description	Completed
\$5,784,523	Detention Basin Landscaping and Tustin Linear Park	2018

San Bernardino Associated Governments		
Contact:	Tim Kirkly, Construction Manager	
Phone:	(909) 884-8276	
E-mail:	tkirkley@sanbag.ca.gov	
Completed Projects		
Value	Description	Completed
\$4,112,630	State Route 210 Segment 11 Landscaping Improvements	2015
\$1,933,305	State Route 210 Segment 10 Landscaping Improvements	2014

Lewis Management Corp		
Contact:	Sage McCleve, Project Manager	
Phone:	(909) 579-1240	
E-mail:	Sage.McCleve@lewismc.com	
Completed Projects		
Value	Description	Completed
\$2,970,401	Celebration Park North	2018
\$2,303,098	CFD Phase 1 Landscaping Improvements	2016
\$3,197,954	Celebration Park South	2015
\$989,379	Sierra Crest Park Site D	2015

City of Westminster		
Contact:	Jake Ngo, Principle Civil Engineer	
Phone:	(714) 548-3459	
E-mail:	JNgo@Westminster-CA.gov	
Completed Projects		
Value	Description	Completed
\$2,004,416	Hoover Street Pedestrian and Bike Trail Improvements	2016

City of Rosemead		
Contact:	Rafael Fajardo, City Engineer	
Phone:	(626) 569-2151	
E-mail:	rfajardo@cityofrosemead.org	

Completed Projects		
Value	Description	Completed
\$1,358,793	Jay Imperial Park	2018

Continued, next page.

City of Orange		
Contact:	Don Equitz, Senior Landscape Project Coordinator	
Phone:	(714) 438-9617	
E-mail:	dequitz@cityoforange.org	
Completed Projects		
Value	Description	Completed
\$1,124,367	Yorba Park Landscape Renovation	2018
\$321,540	Yorba Park Building Demoliton and Restroom/Storage Building	2018
\$88,500	Santiago Hills Assessment District Turf Replacement and Landsape Renovation	2016
\$109,660	Grijalva Park Exercise Circuit/Landscape Improvements	2015

City of Newport Beach		
Contact:	Patrick Arciniega, Senior Civil Engineer	
Phone:	(949) 644-3347	
E-mail:	parciniega@newportbeachca.gov	
Completed Projects		
Value	Description	Completed
\$228,450	MacArthur Blvd Slope Landscaping Project	2018
\$314,085	Back Bay View Park	2015
\$335,194	Irvine Avenue Median Landscape Improvements	2013

Other Trade References

Architerra Design Group	
Contact:	Jeff R Chamlee, Director of Production
Phone:	(951) 415-6168
E-mail:	jchamlee@architerradesigngroup.com
Cal Empire Engineering	
Contact:	Greg Miller
Phone:	(951) 227-3445
E-mail:	gregm@calempire.com
Sunbelt Equipment Rentals	
Contact:	Ruben Gonzales
Phone:	(951) 213-7884
E-mail:	ruben.gonzales@sunbeltrentals.com
Consolidated Electrical Distributors	
Contact:	Paul Salazar
Phone:	(951) 830-9583
E-mail:	psalazar@cedsb.com
Mountain Crest Nursery	

Contact:	Laurie Young
Phone:	(805) 231-3695
E-mail:	laurieyoung@growersales.com

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?

2 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.

N/A

N/A

N/A

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.

N/A

N/A

N/A

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?

☐ 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 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.

3 %

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 or incomplete response to this questionnaire may result in bidder's proposal being non-response.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Senitica Construction, Inc.

as PRINCIPAL, and

Old Republic Surety 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 \$ ten percent of the total bid amount. 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 "Brea Civic and Cultural Center Landscape Improvements, Project No. CIP 7936"

"For which bids are to be opened in the Conference Training Center of the Civic and Cultural Center of said City at 2 PM on September 12, 2018

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 27th day of

August, 20 18.

Senitica Construction, Inc.

Principal

By: 

Old Republic Surety Company

Surety


Yung T. Mullick, Attorney-in-Fact

See attached notary
acknowledgement

 08/29/18

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 Riverside)
 On 08/29/18 before me, Byron Avalos, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Tony Kasbar
 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 [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: 08/29/18 Number of Pages: 1
 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 Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 August 27, 2018 before me, Robyn R. Kargari, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick

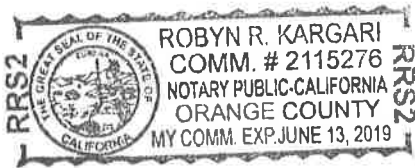
Name(s) of Signer(s)

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 Robyn R. Kargari
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JAMES W. MOILANEN, YUNG T. MULICK, STEPHANIE HOANG, OF MISSION VIEJO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TWENTY MILLION DOLLARS (\$20,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 13TH day of JUNE, 2018.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

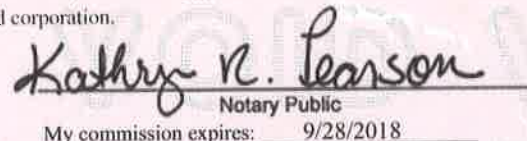



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 13TH day of JUNE, 2018, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

70-7092

Signed and sealed at the City of Brookfield, WI this 27th day of August, 2018.




Assistant Secretary

BOND EXCHANGE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Old Republic Surety Company

of Brookfield, Wisconsin, organized under the
laws of Wisconsin, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th day
of December, 19 90, I have hereunto set
my hand and caused my official seal to be affixed this 14th
day of December, 19 90.



NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

By

ROXANI M. GIVILISSE
Insurance Commissioner
VICTORIA S. SIDBURY
Deputy



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 940475

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 9/11/2018 6:53:55 PM

Business Information

SENITICA CONSTRUCTION INC
dba SENITICA ENGINEERING

12523 LIMONITE AVE
#440-345
MIRA LOMA, CA 91752
Business Phone Number: (909) 538-3874

Entity Corporation
Issue Date 11/30/2009
Reissue Date 06/23/2017
Expire Date 06/30/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100353282

Bond Amount: \$15,000

Effective Date: 06/23/2017

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual CHARBEL GERGES RAMEH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/23/2017

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9233693

Effective Date: 06/22/2018

Expire Date: 06/20/2019

Workers' Compensation History

Miscellaneous Information

06/23/2017 - LICENSE REISSUED TO ANOTHER ENTITY



State of California

Department of Industrial Relations

[Labor Law](#)
[Cal/OSHA - Safety & Health](#)
[Workers' Comp](#)
[Self Insurance](#)
[Apprenticeship](#)
[Director's Office](#)
[Boards](#)

Public Works : [Public Works Contractor \(PWC\) Registration Search](#)

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

7/1/2018 - 6/30/2019

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

example: ABC COMPANY

License Number:

940475

[Contractor License Lookup](#)

County:

Select County

Search

Reset

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	SENITICA CONSTRUCTION, INC.	1000050484	RIVERSIDE	CORONA	CSLB:940475	Active	06/13/2018	06/30/2019

v2.20171120

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SENICON-01

JBANKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pinnacle Brokers Ins Solutions 1330 N. Broadway, Ste 204 Walnut Creek, CA 94596	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Senitica Construction, Inc. 7290 Altizer Court Corona, CA 92880	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Financial Pacific Ins. Co.	
	INSURER B: State Compensation Insurance	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	60505500	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Poll. Legl. Lia \$ 100,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			60505500	06/13/2018	06/13/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			60505500	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	9233693	06/22/2018	06/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			60505500	06/13/2018	06/13/2019	Rented/Leased/Borrow \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 1803BR/Brea Civic & Cultural Center Landscape Improvements

City of Brea, its elected officials, officers, employees, attorneys and agents are additional insured with regards to project referenced above and all operations on behalf of the City of Brea as per attached endorsements. It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until 30 days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter.

CERTIFICATE HOLDER

CANCELLATION

City of Brea
Director of Public Works
1 Civic Center Circle
Brea, CA 92821

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM**

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitation occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

9233693-18
NEW
NA

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JUNE 22, 2018 AT 12.01 A.M.
AND EXPIRING JUNE 22, 2019 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

SENITICA CONSTRUCTION, INC.
7290 ALTIZER CT
CORONA, CA 92880

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 11, 2018


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

BREA CIVIC CENTER

LANDSCAPE IMPROVEMENTS

Landscape Plans

City of Brea
1 Civic Center Circle
Brea, CA 92821

LANDSCAPE GENERAL NOTES

- Landscape architect shall locate and tag all trees 24" box in size and larger. Contractors are to use Pacific Coast Nursery Contact: Steve Adams (951) 689-1777 for standardized bidding. These material prices are for bidding prices only and shall be used by all landscape contractors so bid numbers are equal. Landscape architect will submit a list of trees and nursery locations to the contractor who is awarded the bid. If the contractor's bid is less than the standard material cost and the actual tagged tree material cost is per the standard prices, the contractor shall be responsible for the additional material costs. If the tagged tree material prices are more than the standard nursery costs, the contract numbers will be adjusted accordingly.
- Contractor is to spot all plant material and have the Landscape Architect approve the spotting prior to excavation of any plant pit. Allow 48 hours lead time. Any tree, shrub or vine that is planted without approval of the Landscape Architect may be moved at the contractor's expense. Contact: Laura McLeran (949) 333-6302
- Remove stakes from all espaliers and vines and attach to walls, posts, etc. with Landscape Architects approved method.
- Prior to planting installation, contractor shall have soil tested and send results to Landscape Architect. Refer to planting plan for soil preparation bid information.
- Contractor to contact Landscape Architect for final observation when installation is complete, and for a final maintenance observation at the end of the maintenance period. Contact: Laura McLeran (949) 333-6302

CITY OF BREA WATER CONSERVATION ORDINANCE

Standard Condition to be used in bid specifications for City Public Works Capital Improvement projects where landscaping is included as a significant component of the project.

The City of Brea's Water Conservation Ordinance (Brea City Code Section § 13.20.060 PERMANENT WATER CONSERVATION REQUIREMENTS - PROHIBITION AGAINST WASTE) sets forth specific water requirements which the contractor must meet. Except as authorized below in this paragraph, Contractors shall avoid watering between the hours of 10:00 a.m. and 4:00 p.m. PST The City understands that during the construction of improvements involving landscaping there may be a need to water during the restricted time frame to test irrigation systems and during the establishment period when high temperatures, wind, and low humidity may create extenuating circumstances which may dictate an alternative watering schedule. The City will consider such circumstances as may be set forth in the Bid Package, or as they arise during construction and establishment period for plants and trees, if conditions warrant, based on a written request by contractor with supporting documentation. The Director of Public Works shall consider any request made during the construction period, and shall approve or deny the same within 7 working days. If no request is made, or a request is denied, the contractor must comply with the entirety of Section 13.20.060. It shall be the contractor's obligation to read, understand and comply with the restrictions of that Section. Among other requirements, Section 13.20.060 makes the following water conservation requirements permanent and mandatory:

- (a) Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited between the hours of 10:00 a.m. and 4:00 p.m. Pacific Standard Time on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
- (b) Watering or irrigating of lawn, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than fifteen (15) minutes watering per day per station. This subsection does not apply to landscape irrigation systems that exclusively use very low-flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour and weather based controllers or stream rotor sprinklers that meet a seventy percent (70%) efficiency standard.
- (c) Watering or irrigating of any lawn, landscape or other vegetated area in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited.
- (d) Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.
- (e) Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than five (5) days of receiving notice from the city, is prohibited.
- (f) Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device.

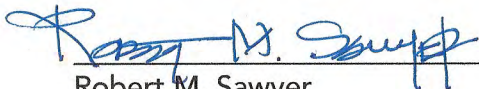
SOILS REPORT NOTE

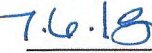
The landscape contractor shall provide for and have performed a site-specific agronomic soils test report on samples taken from at least four (4) separate areas contained in this project. The soils test shall include recommendations for amendments to ground cover areas, tree/shrub backfill, and hydro-mulch formula.

The contractor shall provide Landscape Architect and City with one (1) copy each of said report for review prior to start of construction.

COMPLIANCE:

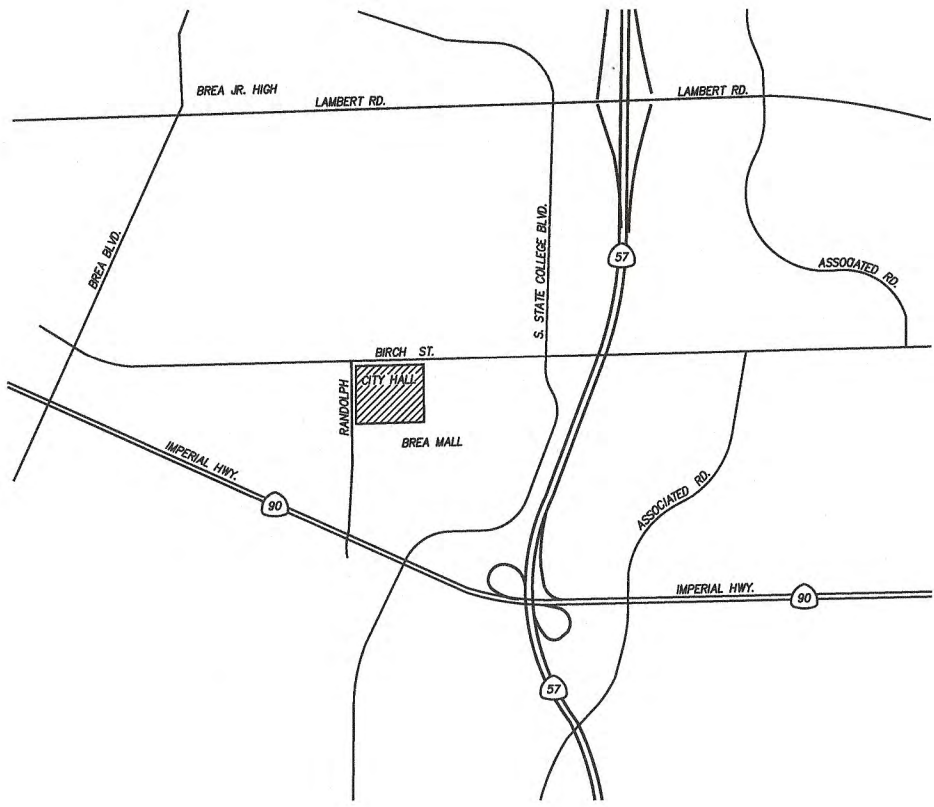
I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan.


Robert M. Sawyer
Licensed Landscape Architect No. 1283


Date 7-16-18



VICINITY MAP



LOCATION MAP



CONSULTANTS:

WATER CONCERN, LTD
29829 SANTA MARGARITA PKWY, STE. 200
RANCHO SANTA MARGARITA, CA 92688
(949) 635-0474 CONTACT: STEVE HOHL

SHEET INDEX:

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L-4	DEMOLITION PLAN	L-21	SHRUB PLANTING PLAN
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L-6	GRADING PLAN	L-23	LIGHTING PLAN
L-7	CONSTRUCTION LAYOUT & INFORMATION PLAN	L-24	LANDSCAPE SPECIFICATIONS
L-8	PLANTING DETAILS	L-25	LANDSCAPE SPECIFICATIONS
L-9	CONSTRUCTION DETAILS		
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L-16	IRRIGATION DETAILS		
L-17	IRRIGATION SPECIFICATIONS		



REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

LAND CONCERN
Landscape Architecture
1750 East Deere Avenue
Santa Ana, CA 92705
949.250.4822

DESIGNED BY: R. SAWYER & S. HOHL
DRAWN BY: STAFF
CHECKED BY: R. SAWYER & S. HOHL
DATE: 7-16-18
REVIEWED BY: 7-18-18
DATE: 7-18-18
ENGINEERING
TRAFFIC ENGINEER
MAINTENANCE - STREET
MAINTENANCE - WATER
MAINTENANCE - PARKS

PREPARED UNDER THE SUPERVISION OF:



APPROVED:

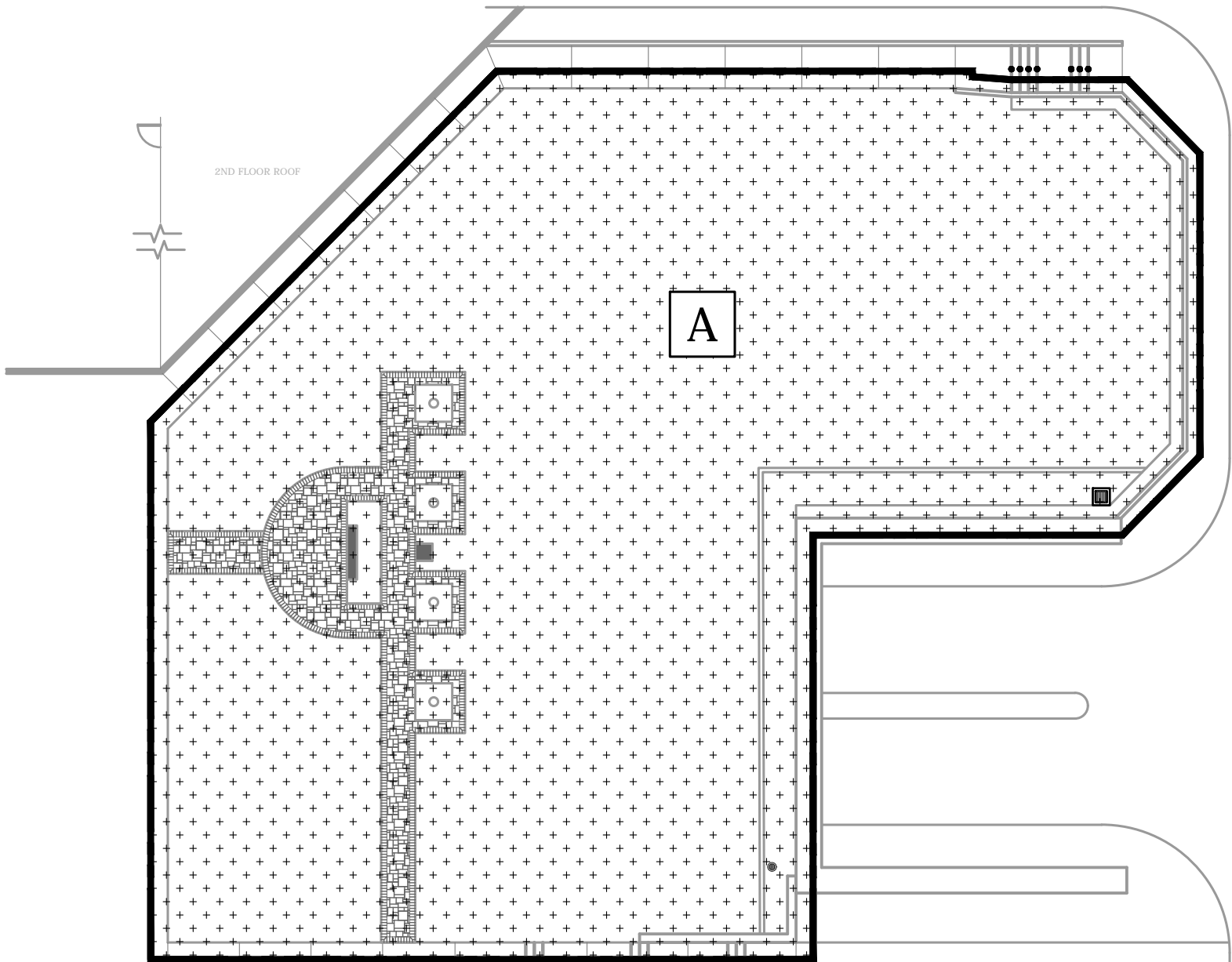
STEVE P. KOOTMAN, CITY ENGINEER
DATE 7/18/18
EXP. DATE: 12/31/2018



CITY OF BREA
PUBLIC WORKS DEPARTMENT

BREA CIVIC CENTER
LANDSCAPE IMPROVEMENTS
CIP #7936
TITLE SHEET

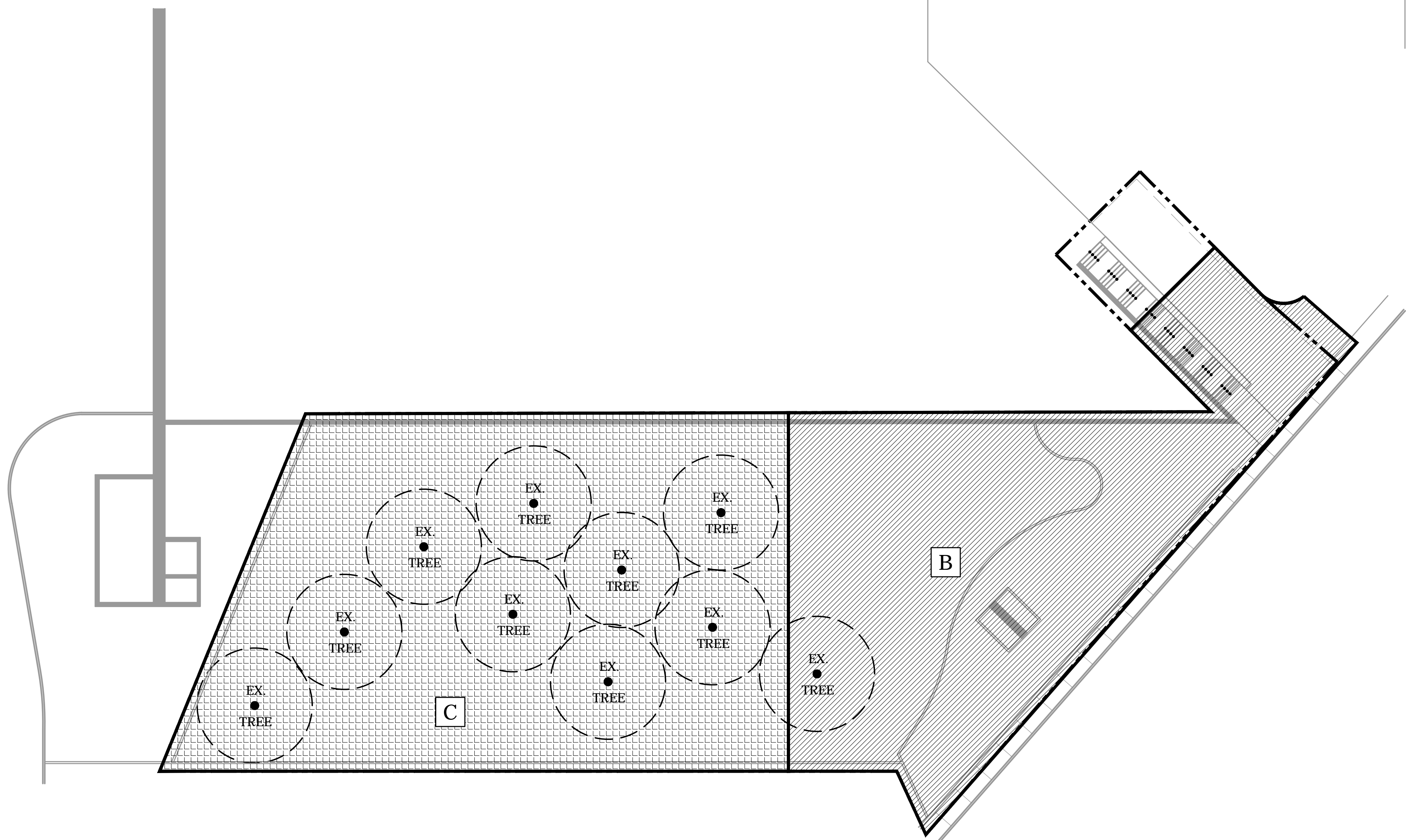
SHEET
L-1
1
OF
25



A LANDSCAPE PLANS
SHEETS: L-3, L-6, L-7, L-10,
L-18, L-19

B LANDSCAPE PLANS
SHEETS: L-4, L-11, L-20

C LANDSCAPE PLANS
SHEETS: L-4, L-12, L-21



REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

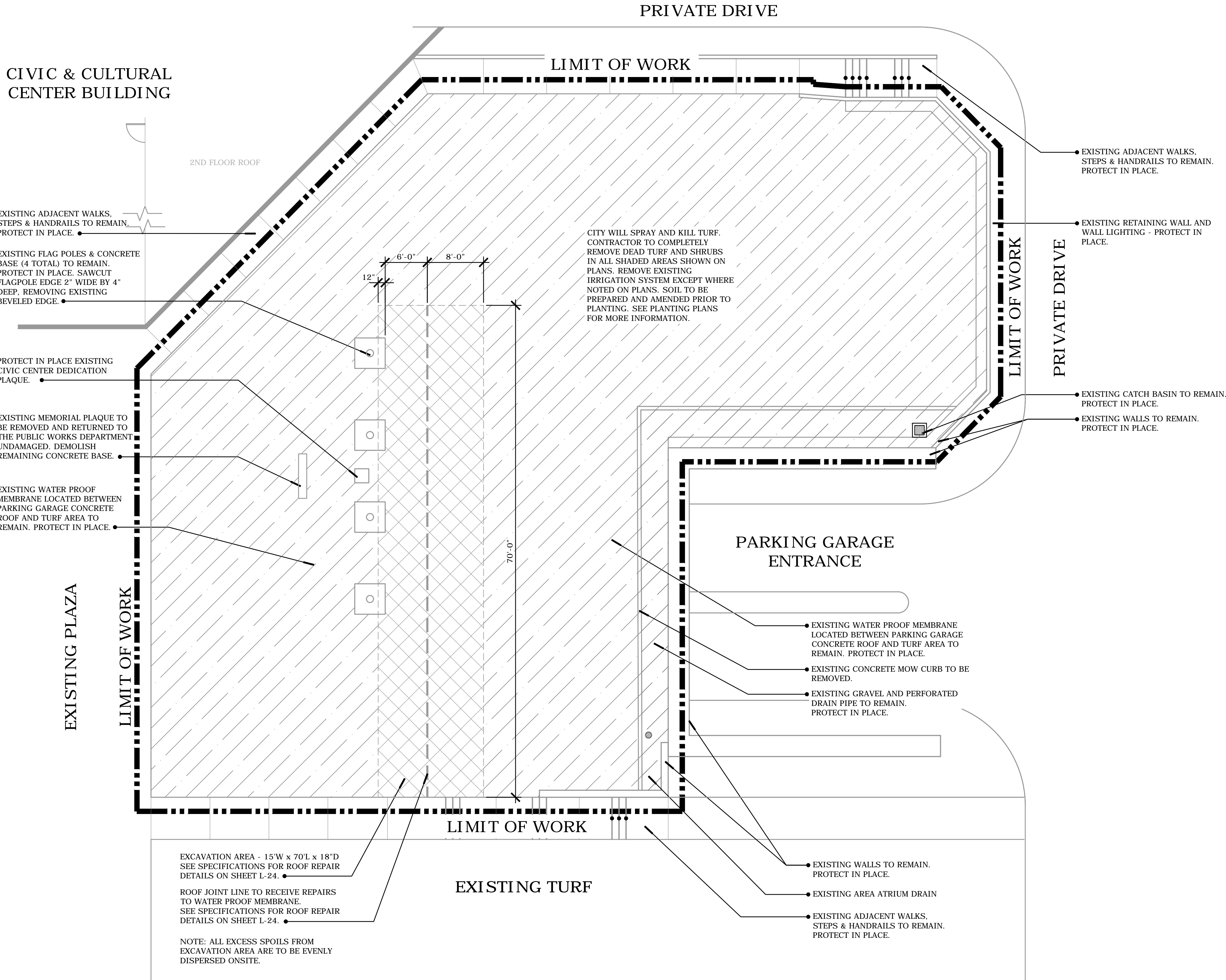
PREPARED UNDER THE SUPERVISION OF:



**BREA CIVIC CENTER
LANDSCAPE IMPROVEMENTS
CIP #7936**

OVERALL KEY

SHEET
L-2
2
OF
25



GENERAL NOTE

Contractor to field verify the square footage of all existing planters shown on the plans prior to construction. These plans have been prepared based on existing field conditions and original as-built drawings provided by the City of Brea.

UTILITY CONSTRUCTION NOTES

General Contractor shall verify on-site the locations of all electrical conduit and concrete sleeving, with the Landscape Architect, Electrical Engineer, and Security Consultant, prior to the placement of all fencing, gates, and adjacent concrete. Contractor to allow 48 hours minimum lead time for the scheduling of the above mentioned on-site meeting.

CONSTRUCTION NOTES

Contractor to verify with Landscape Architect all materials, colors, and finishes prior to construction.

All construction shall conform to all local City and County codes.

All trees, boxed or otherwise, shall be planted prior to any hardscape where conflicts between tree box size and planting area occur. All tree locations and all field adjustments shall be made by the Landscape Architect.

All irrigation sleeves shall be installed prior to hardscape. Refer to irrigation plans.

All angles to be 90 degrees or 45 degrees unless otherwise noted.

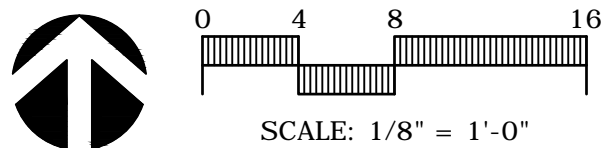
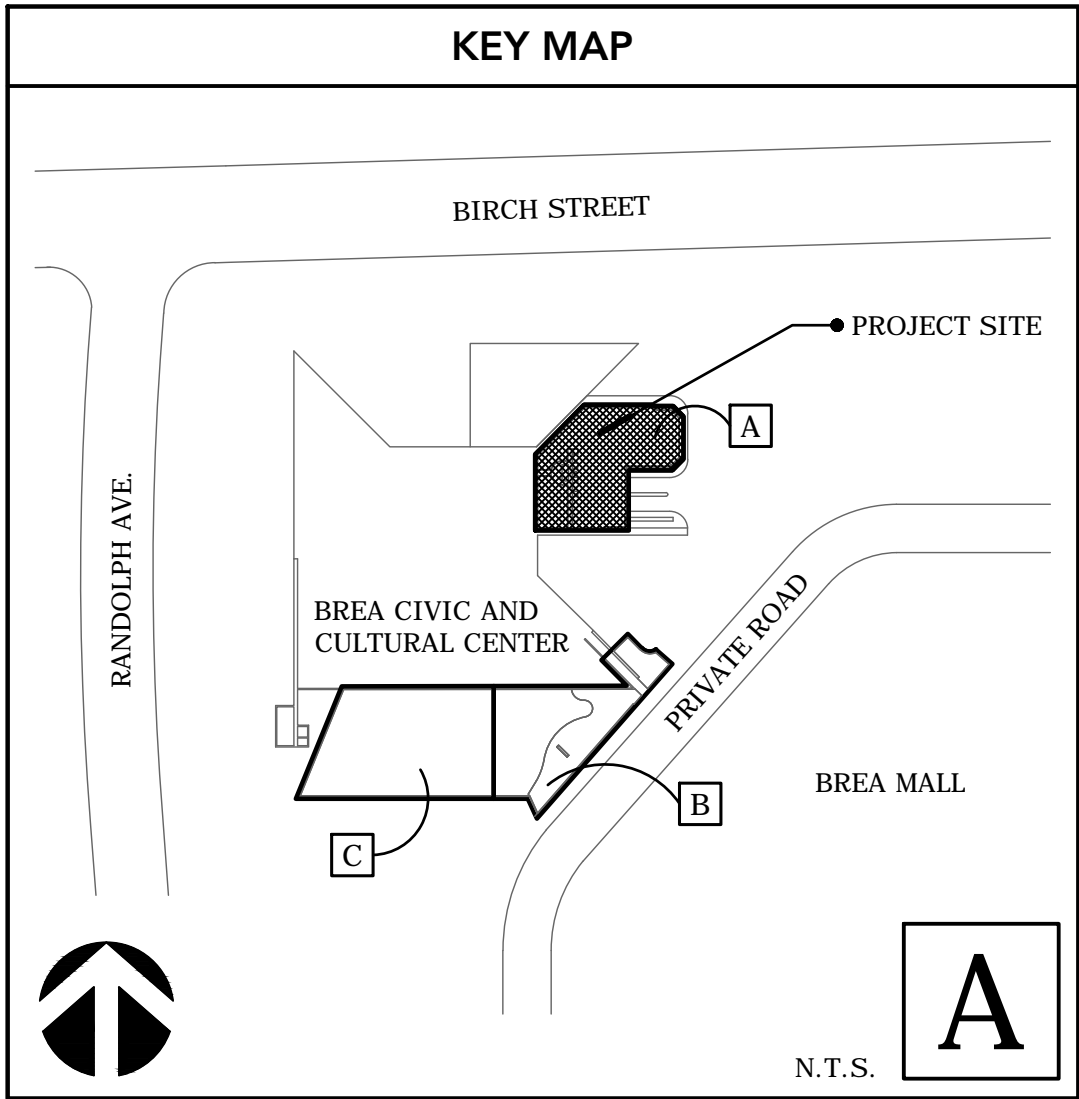
All scorelines, sawcuts, and expansion joints to occur as shown on plans. All unlabeled construction joints to be score lines.

Contractor shall not make field changes unless authorized by Landscape Architect. Any unauthorized changes shall be corrected to conform to the plans at no additional cost to the owner or Landscape Architect.

Contractor to verify all utility locations. Contractor shall inform Superintendent and Landscape Architect if any field modifications are necessary.

Paving sub-base and reinforcement to be verified with structural and geotechnical soils engineer.

Refer to civil engineer's precise grading plan for drainage locations and details.



REVISIONS									
REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

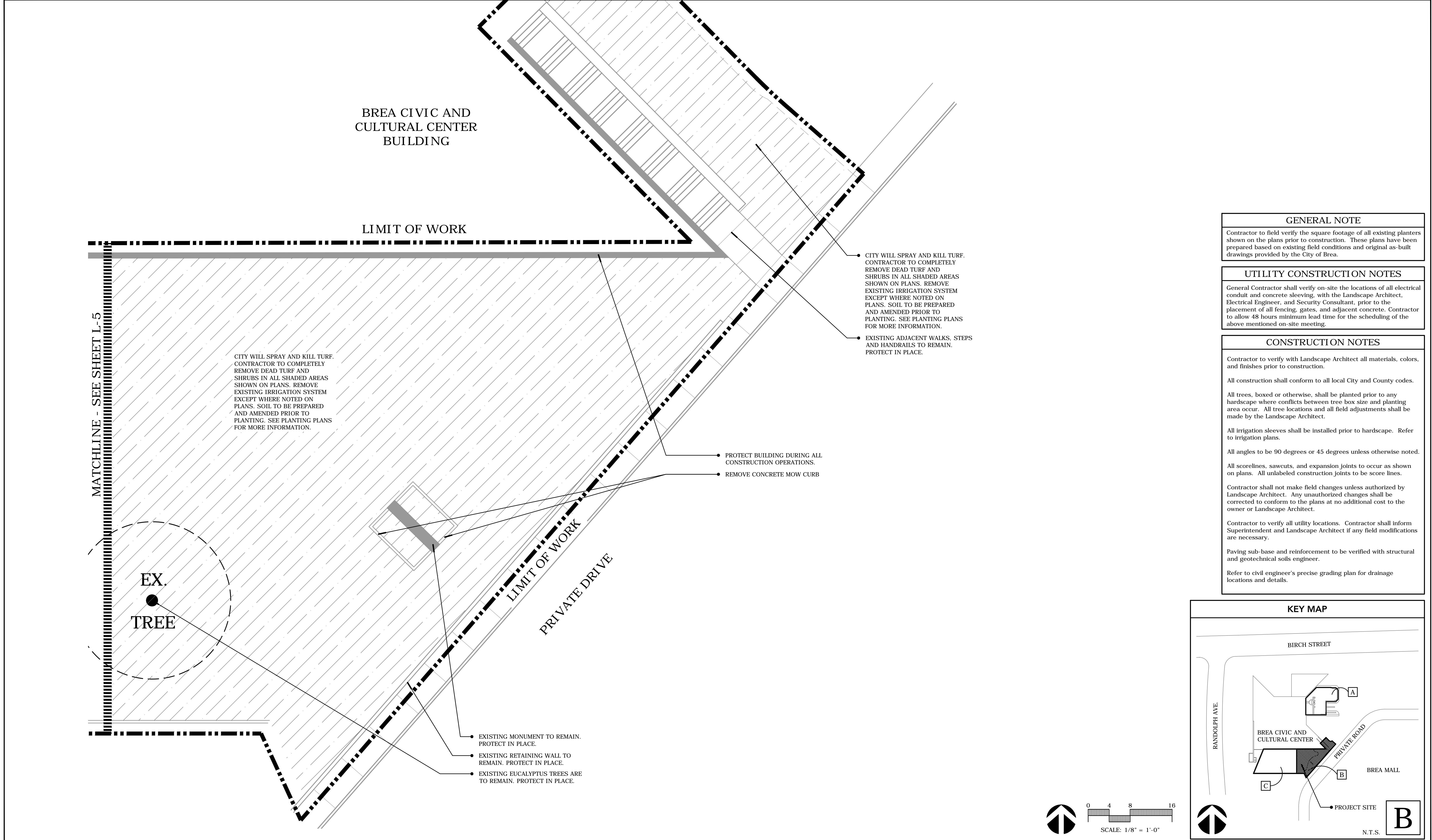
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**BREA CIVIC CENTER
LANDSCAPE IMPROVEMENTS
CIP #7936**

DEMOLITION PLAN

SHEET
L-3
3
OF
25



Know what's below.
Call before you dig.

REVISIONS									
REV.	DATE	BY	DESCRIPTION				APP'VD	REV.	DATE

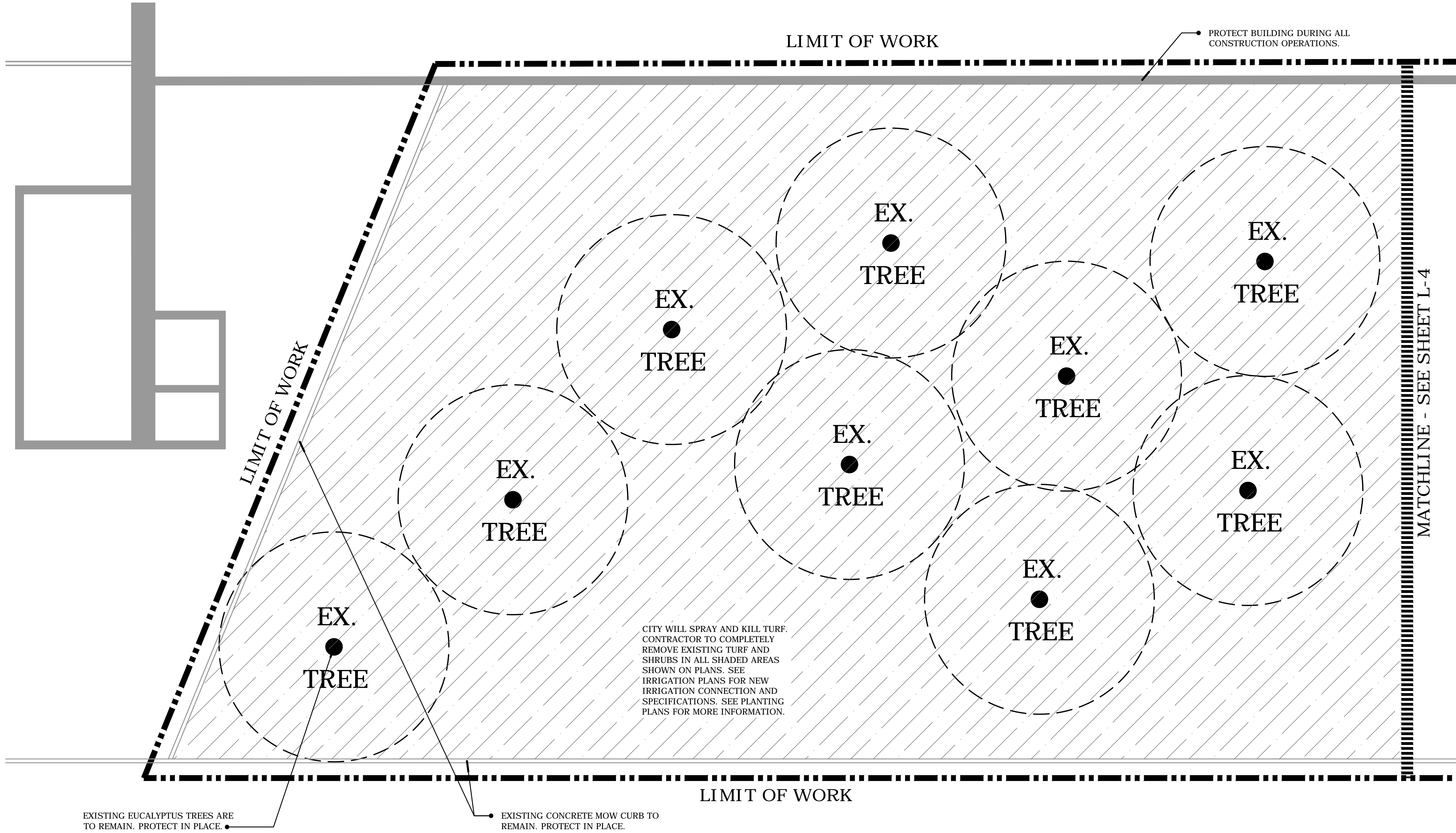
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CIP #7936**

DEMOLITION PLAN

SHEET
L-4
4
OF
25



GENERAL NOTE

Contractor to field verify the square footage of all existing planters shown on the plans prior to construction. These plans have been prepared based on existing field conditions and original as-built drawings provided by the City of Brea.

UTILITY CONSTRUCTION NOTES

General Contractor shall verify on-site the locations of all electrical conduit and concrete sleeving, with the Landscape Architect, Electrical Engineer, and Security Consultant, prior to the placement of all fencing, gates, and adjacent concrete. Contractor to allow 48 hours minimum lead time for the scheduling of the above mentioned on-site meeting.

CONSTRUCTION NOTES

Contractor to verify with Landscape Architect all materials, colors, and finishes prior to construction.

All construction shall conform to all local City and County codes.

All trees, boxed or otherwise, shall be planted prior to any hardscape where conflicts between tree box size and planting area occur. All tree locations and all field adjustments shall be made by the Landscape Architect.

All irrigation sleeves shall be installed prior to hardscape. Refer to irrigation plans.

All angles to be 90 degrees or 45 degrees unless otherwise noted.

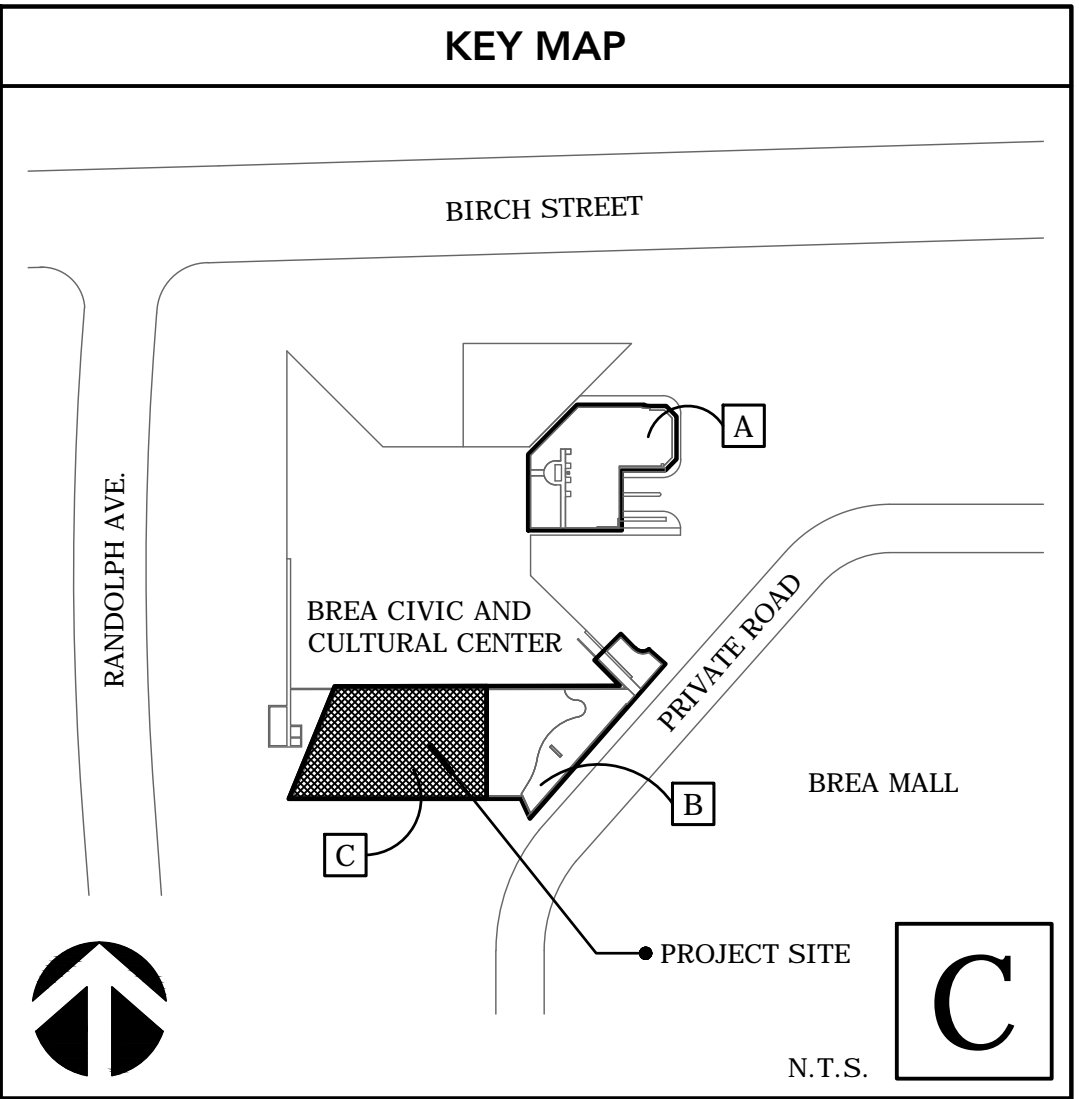
All scorelines, sawcuts, and expansion joints to occur as shown on plans. All unlabeled construction joints to be score lines.

Contractor shall not make field changes unless authorized by Landscape Architect. Any unauthorized changes shall be corrected to conform to the plans at no additional cost to the owner or Landscape Architect.

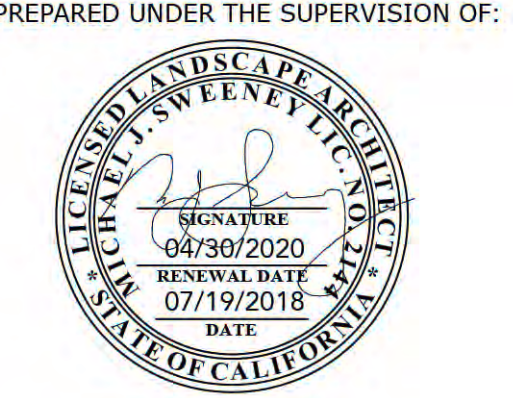
Contractor to verify all utility locations. Contractor shall inform Superintendent and Landscape Architect if any field modifications are necessary.

Paving sub-base and reinforcement to be verified with structural and geotechnical soils engineer.

Refer to civil engineer's precise grading plan for drainage locations and details.



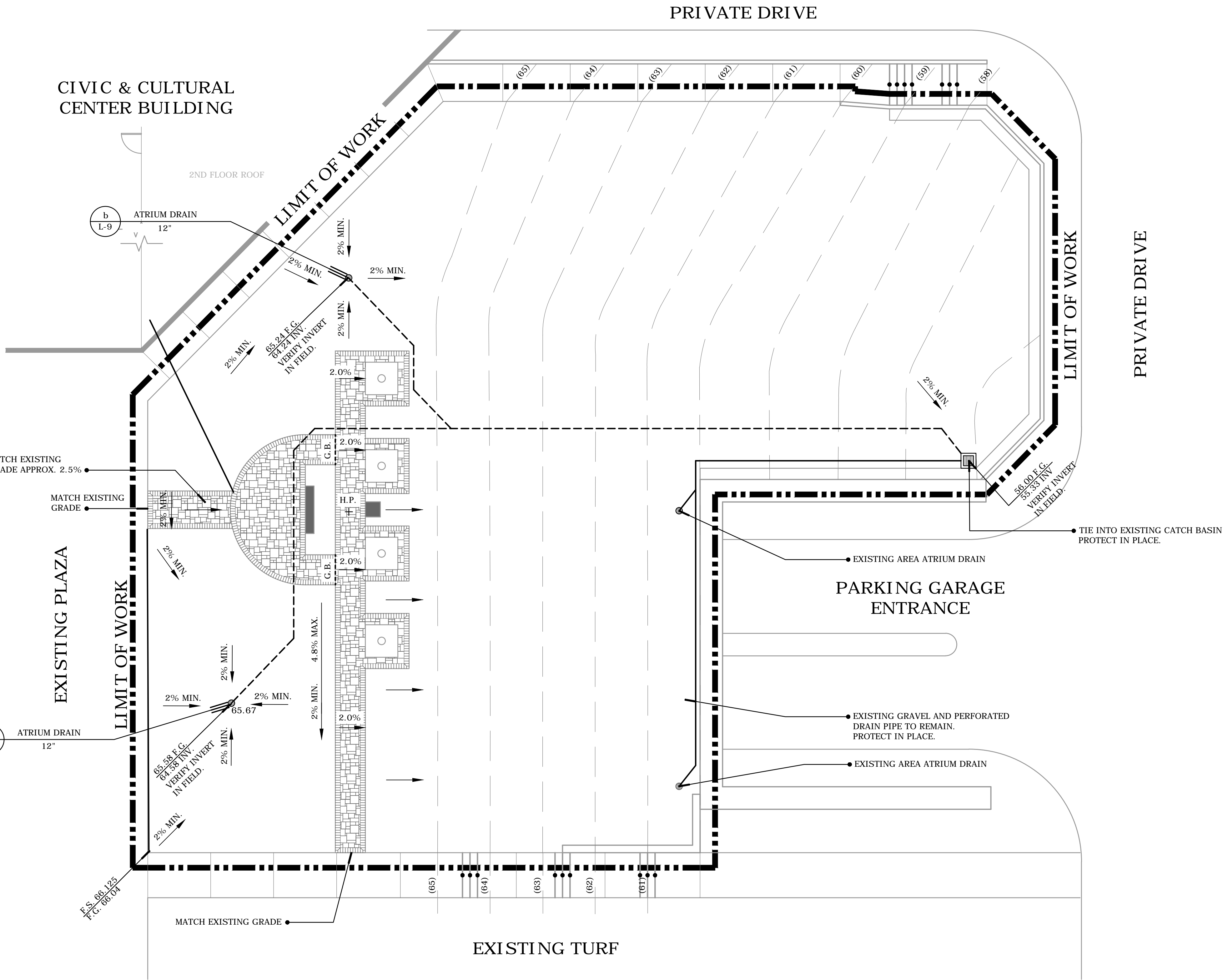
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**BREA CIVIC CENTER
LANDSCAPE IMPROVEMENTS
CIP #7936**

DEMOLITION PLAN

SHEET
L-5
5
OF
25



GRADING NOTES

- All materials and workmanship to conform to governing codes and ordinances.
- Contractor to verify grades and notify Landscape Architect of any discrepancies prior to start of grading work.
- All drain lines to drain 0.5% minimum with smooth continuous fall.
- All top surfaces of step treads to slope at 1% for drainage.
- All planting areas are to flow at a minimum of 2% in direction of drains, as noted on plans.
- All existing grades shown per existing Finished Grading Plans provided by the City of Brea dated 9-10-1979 for the Brea Governmental Cultural Center.
- Hold finish grade a minimum of 3" below top of walls and 6" below finish floors.
- All finish surfaces to drain at 0.5% min. Unless otherwise noted on plan.
- All junctions and changes of direction of drainline to be made with 45 degree or sweep elbows.
- Install deck drains (typ.) per detail k sheet L-6. See drainage plans for locations.
- Install atrium drains (typ.) per detail j sheet L-6. See drainage plans for locations.
- Contractor is to be aware that existing grade of site is to be accepted as is and both cut and fill may be required.
- All drainage devices are to be located as shown on plans. Contractor shall not relocate drainage devices without authorization by the Landscape Architect.
- Drain lines shall connect to existing subsurface drainage system. Contractor to verify point of connection.

GRADING LEGEND

AD	Atrium Drain	TOS	Top Of Slope
BOS	Bottom Of Slope	TOW	Top Of Weir
BS	Bottom Of Step	TS	Top Of Step
BW	Bottom Of Wall	TW	Top Of Wall
CO	Cleanout	TWI	Top Of Wrought Iron
CB	Catch Basin (Rim)		
CL	Centerline	1%	Direction Of Flow
DD	Deck Drain (Rim)	XX	Ex. Contours
DL	Drain Line	XX	Proposed Contours
DS	Down Spout		
EL	Elevation	XX	Ex. Spot Elevations
EX	Existing	XX	Proposed Spot Elevations
FFE	Finish Floor Elevation		
FG	Finish Grade		
FS	Finish Surface		
FL	Flow Line		
GFF	Garage Finish Floor		
HP	High Point	(1)	.46
INV	Invert	(2)	.93
R	Riser	(3)	1.38
T	Tread		
TC	Top Of Curb		
TF	Top Of Fence		
TFW	Top Of Flash Wall		
TOF	Top Of Footing		
TP	Top Of Plaster/ Pedestal		

1/2"	= .042'	6"	= .5'
1"	= .08'	7"	= .58'
2"	= .17'	8"	= .67'
3"	= .25'	9"	= .75'
4"	= .33'	10"	= .83'
5"	= .42'	11"	= .92'

DRAINAGE LEGEND

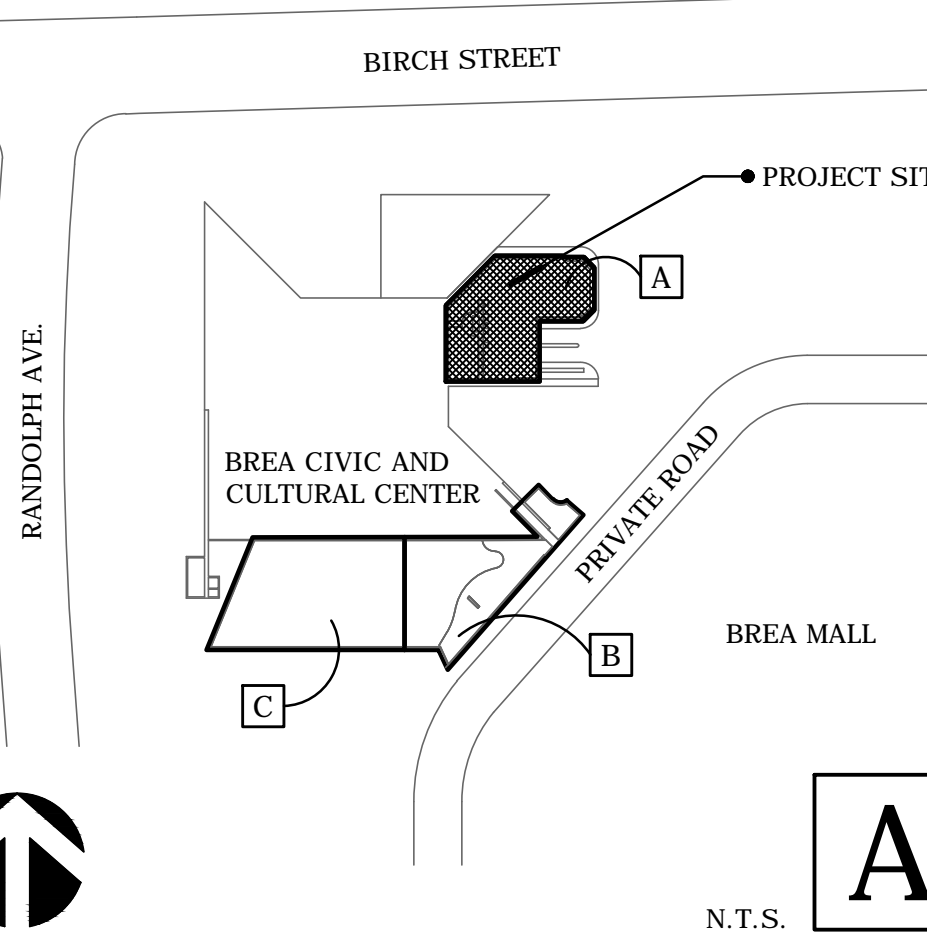
- Perforated PVC Schedule 40 w/ Fabric, 4" O.D. drainline pipe. Material to comply with City req. Glue all connections.
- ▲ Tree location, typ. See planting plan for type & size.
- ⊗ Decorative drain, type and size as noted on plan.
- ⊙ Area drain w/ green atrium grate. Size as noted on plan.
- ⊠ Catch basin type area drain. Size as noted on plan.
- ⊙ Down spout, to be connected to drain system. Verify quantity and location on-site.

GRADING NOTE

Grading design based on existing grading plans provided by the City of Brea.

Contractor to verify existing grades by Survey and contact Landscape Architect and City Representative with any discrepancies prior to any adjustments.

KEY MAP



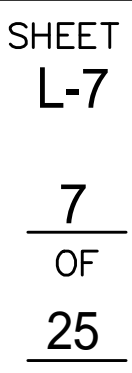
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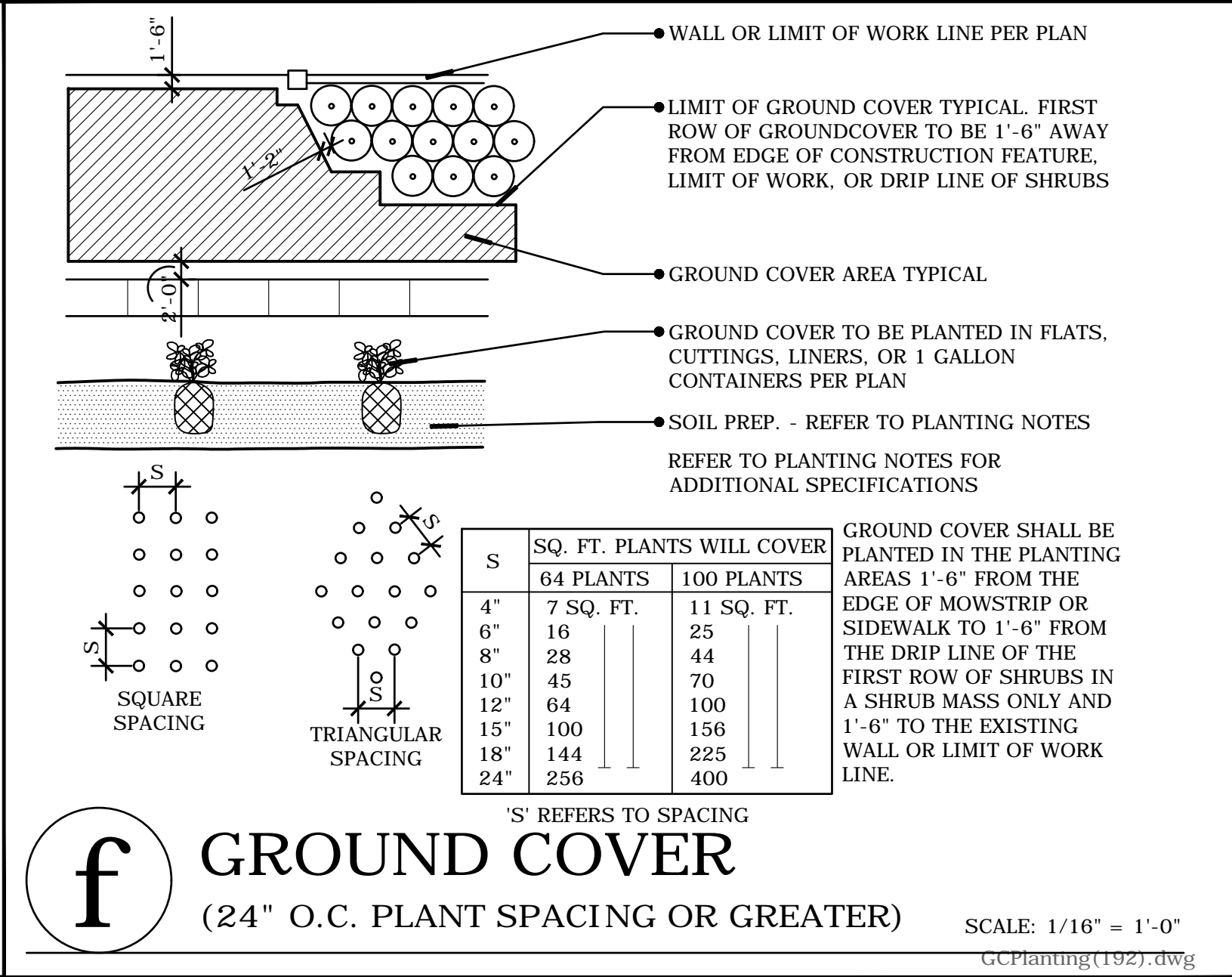
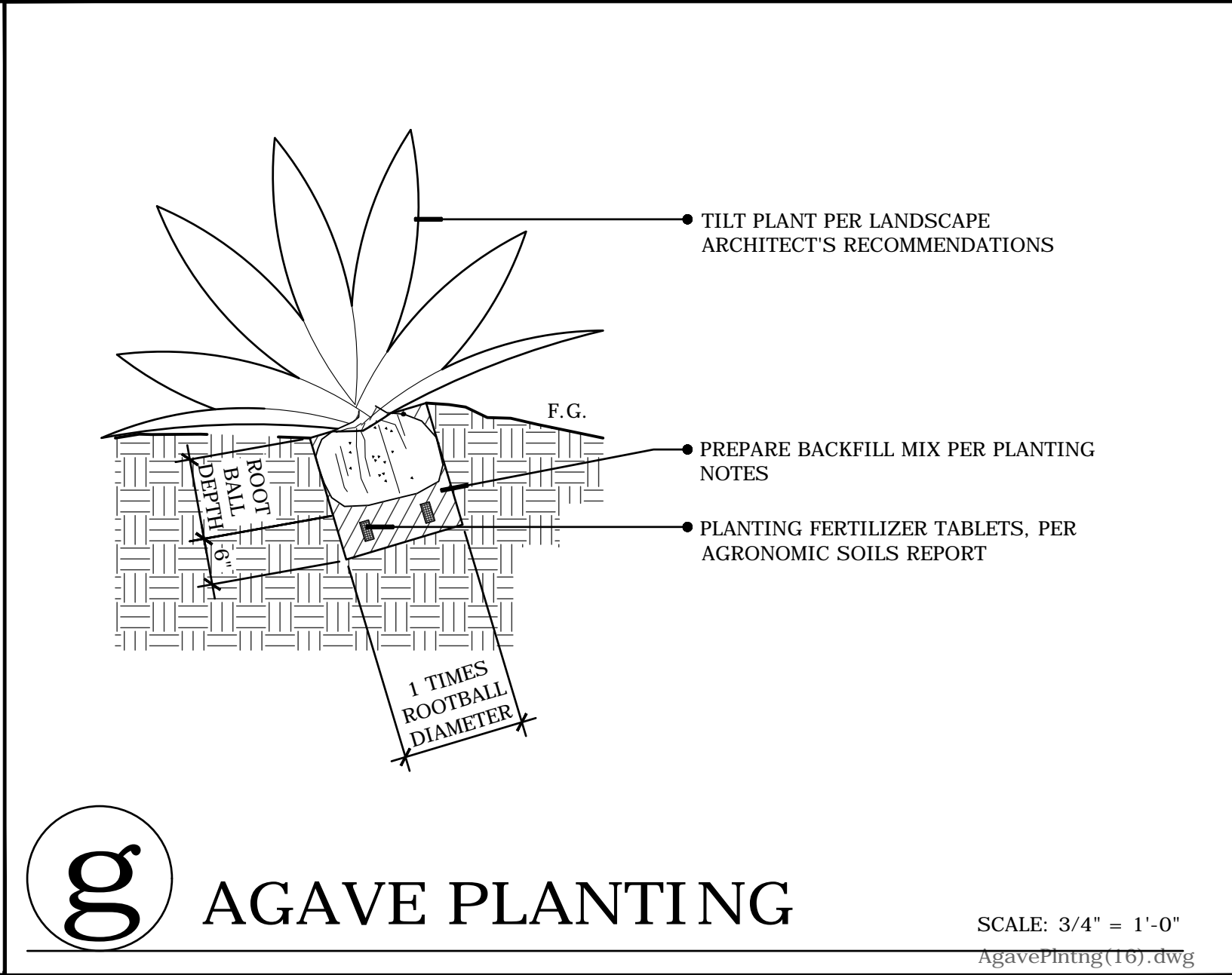
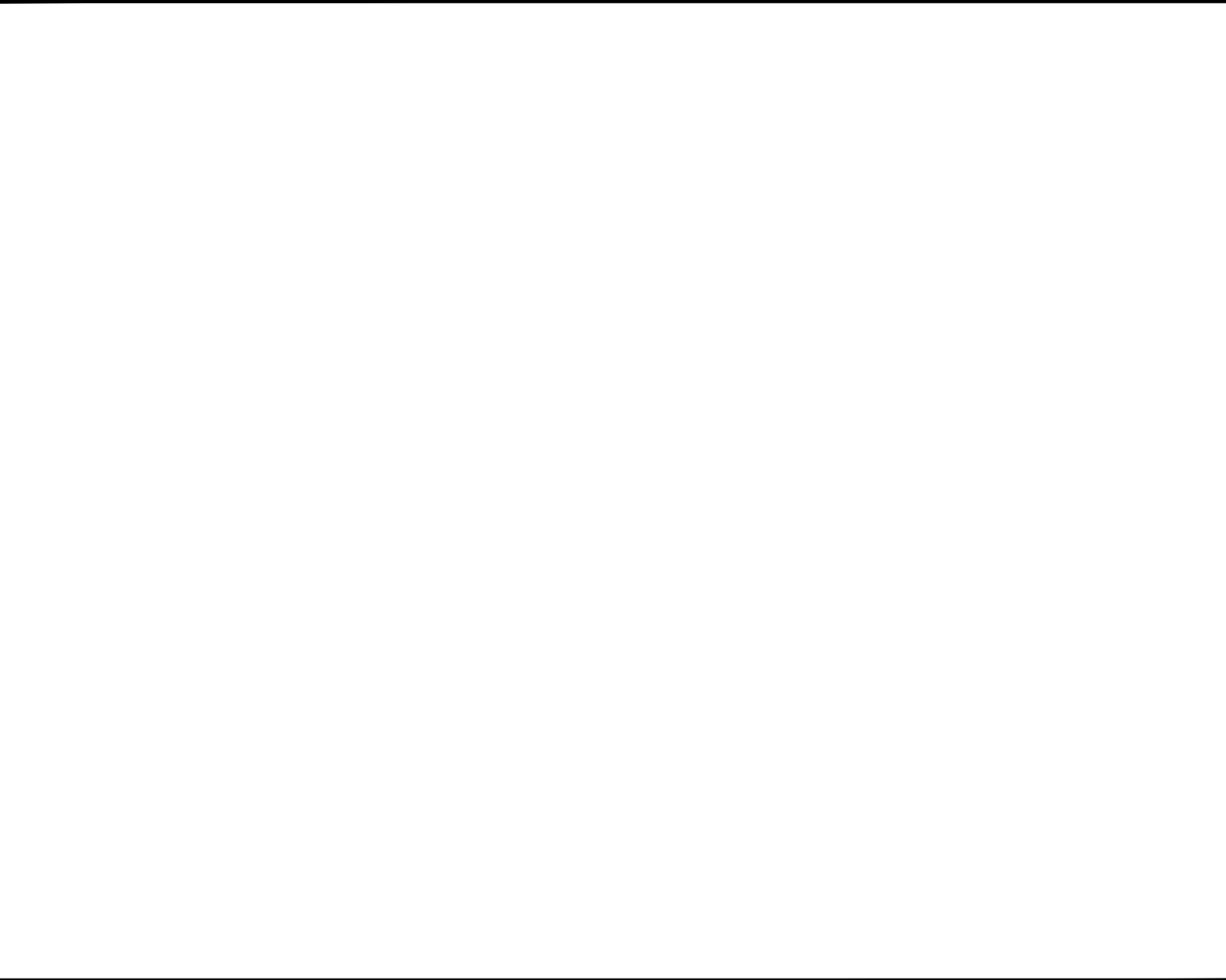
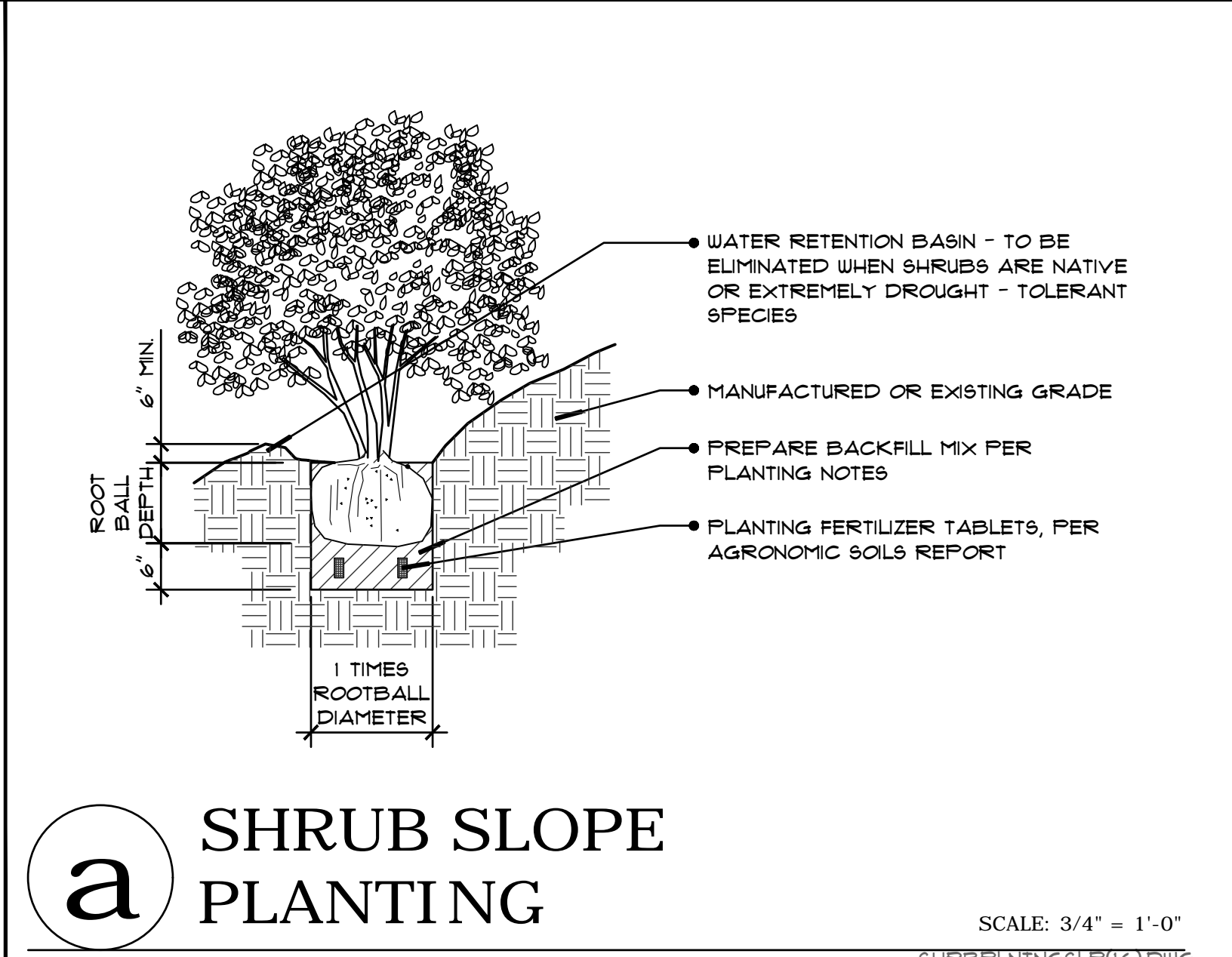
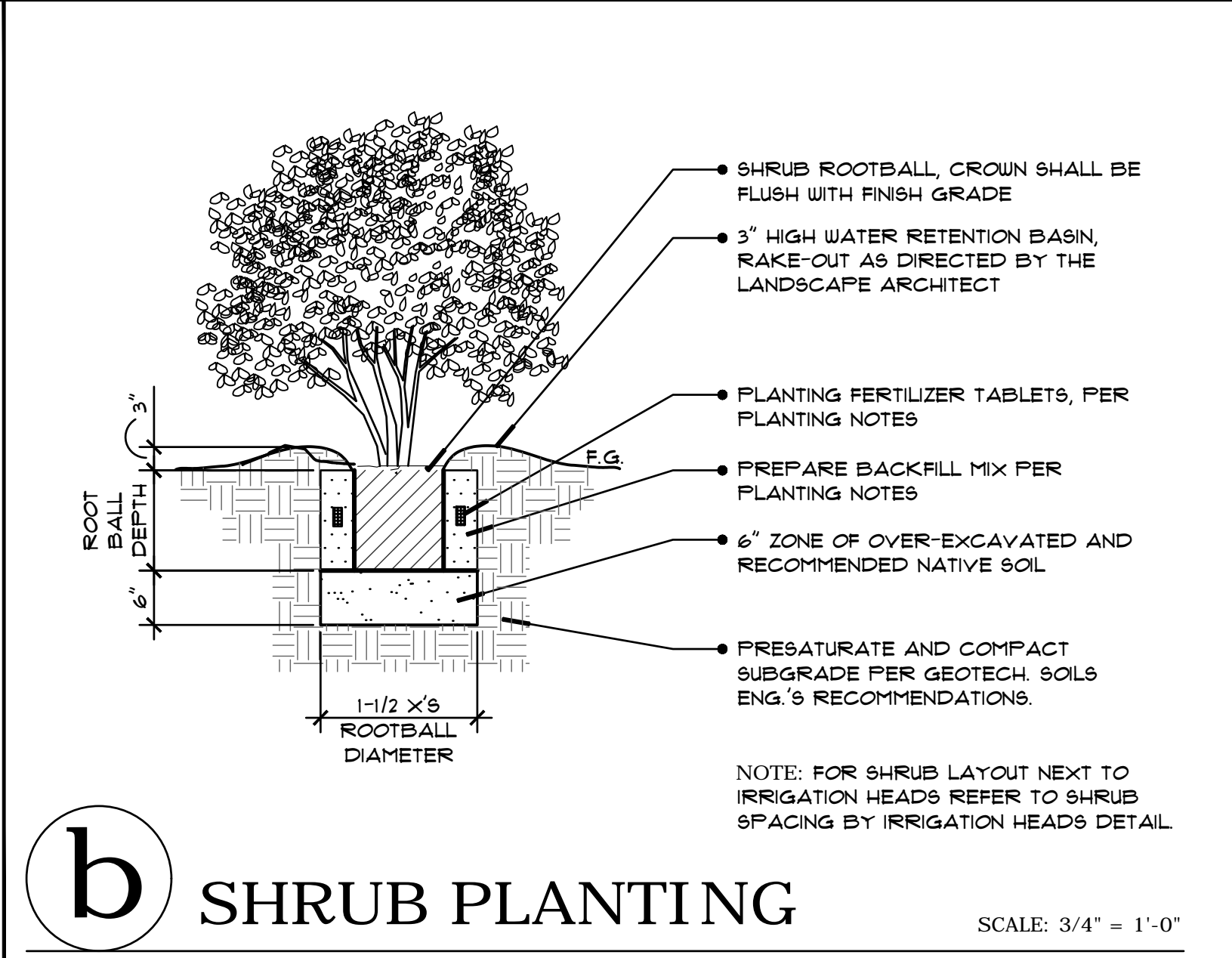
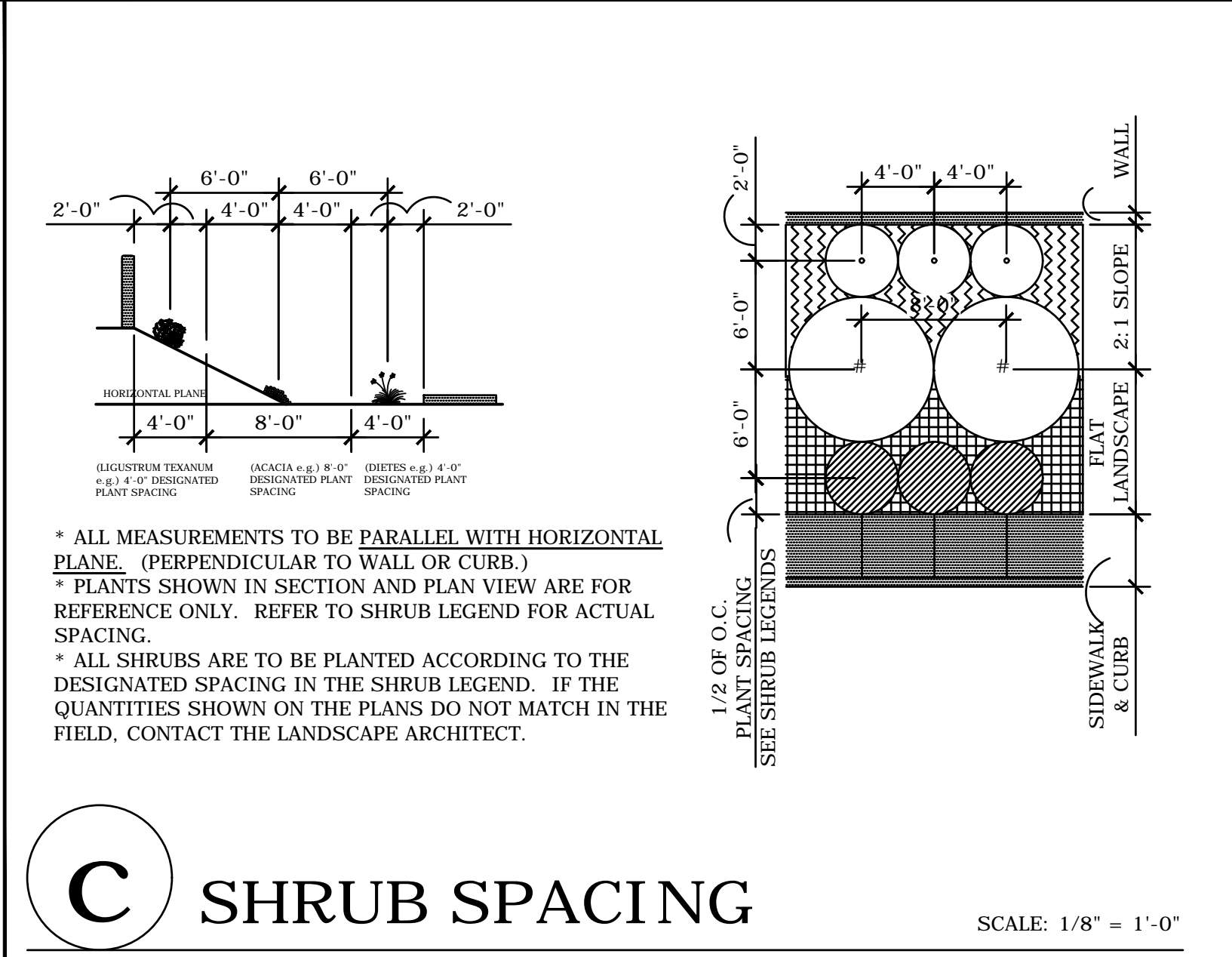
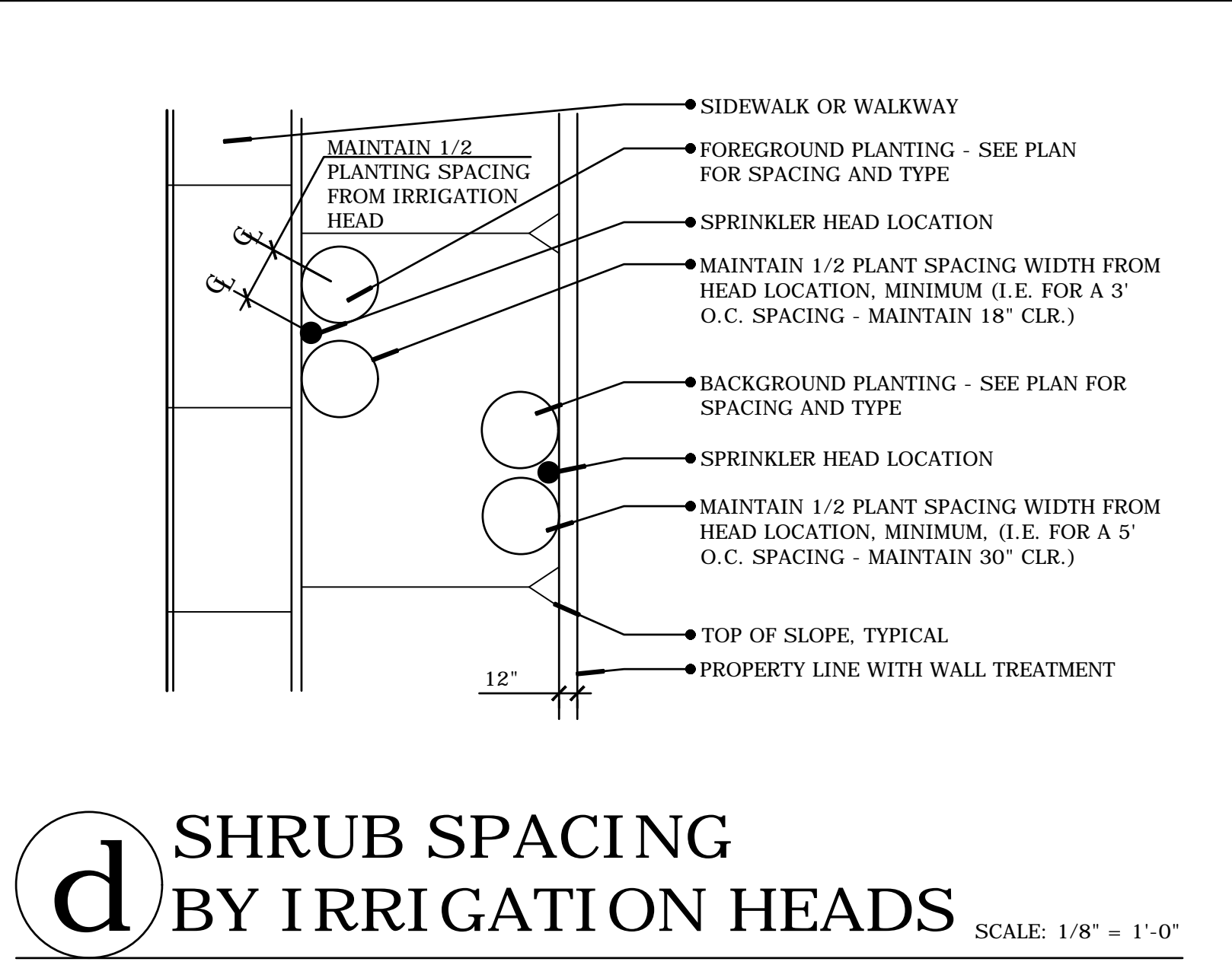
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LANDSCAPE IMPROVEMENTS
CIP #7936
GRADING PLAN

SHEET
L-6
6
OF
25





CONC. PAVERS TO F.G. ON SAND BASE

SCALE: 1" = 1'-0"

CONC. PAVERS TO CONC.

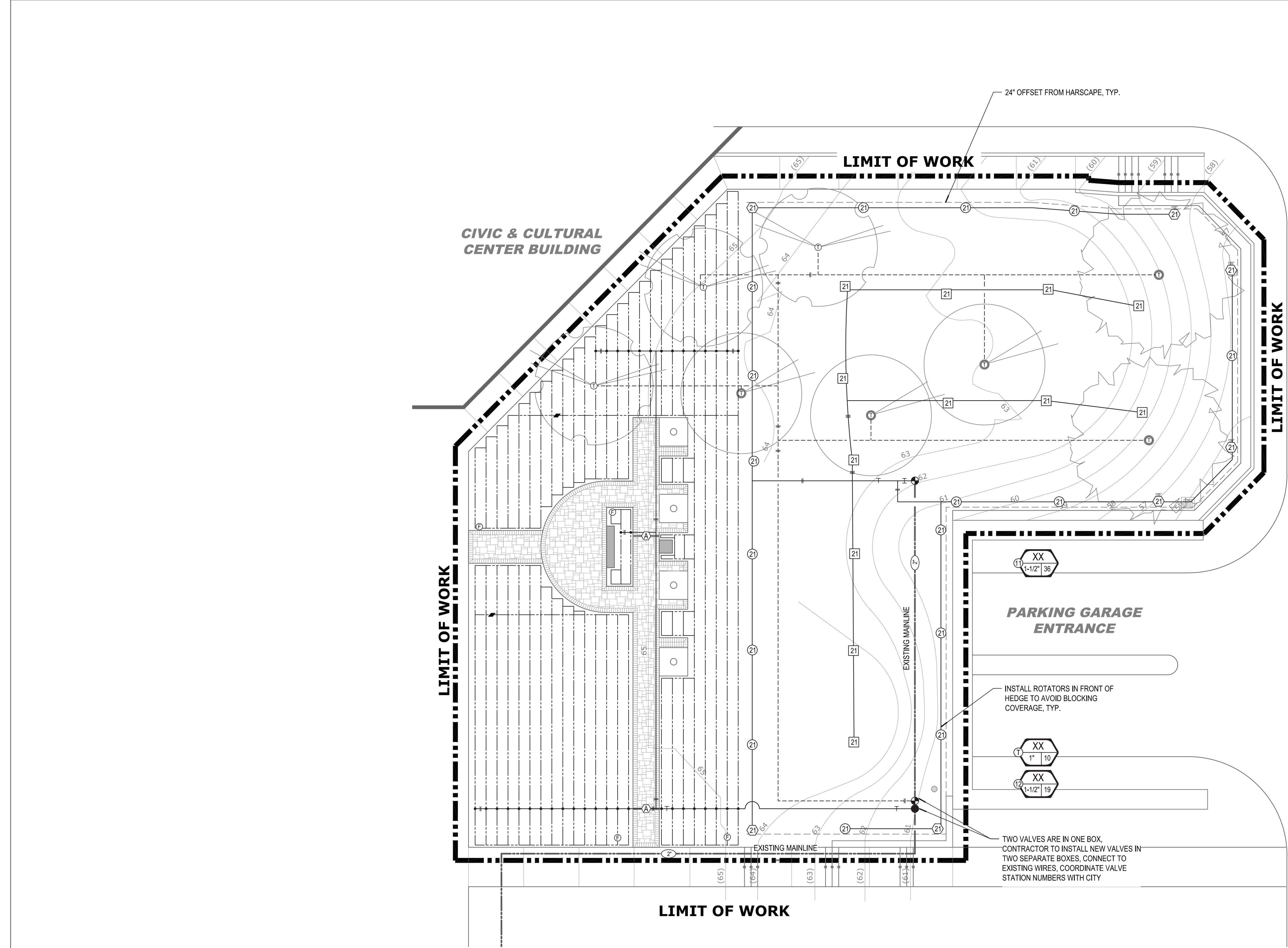
SCALE: 1" = 1'-0"

ATRIUM DRAIN

SCALE: 1" = 1'-0"

CONCRETE MOW CURB

SCALE: 1" = 1'-0"



LATERAL PIPE SIZING LEGEND	
NO 1/2" PIPE PERMITTED	
	3/4" MINIMUM
	1"
	1-1/4"
	1-1/2"
	2"
	2-1/2"
	3"

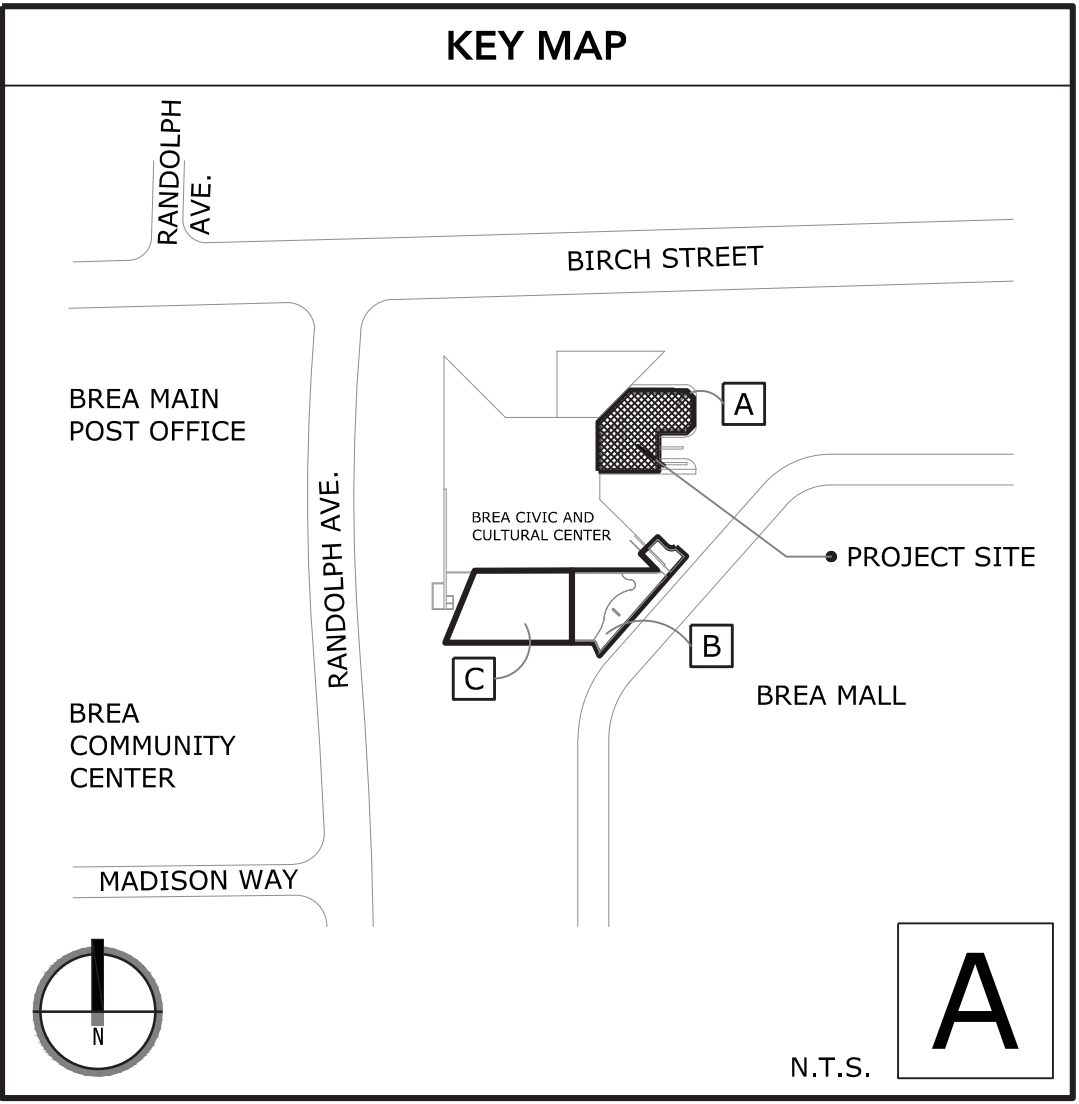
SLEEVE SIZING LEGEND	
REFER TO IRRIGATION LEGEND FOR SLEEVE MATERIAL. REFER TO DETAIL FOR BURIAL REQUIREMENTS	
(2) 2"	(2) 4"
(3) 2"	(3) 4"
(4) 2"	(4) 4"
(2) 3"	(5) 4"
(3) 3"	(1) 6" + (2) 4"
(4) 3"	(1) 6" + (3) 4"
	(1) 6" + (4) 4"
GALVANIZED SLEEVE - TO BE MINIMUM 2X DIAMETER OF PIPE OVER TERRACE DRAIN	

DEMOLITION NOTES:

1. PRIOR TO START OF WORK, THE CONTRACTOR IS TO SCHEDULE A MEETING WITH THE CITY OF BREA TO REVIEW EXISTING CONDITIONS.
2. REMOVE ALL EXISTING IRRIGATION SPRINKLERS, CONTROL VALVES AND CORRESPONDING BOXES WITHIN THE LIMIT OF WORK, DISPOSE ALL EQUIPMENT.
3. EXISTING IRRIGATION LATERAL PIPE EXPOSED DURING THE INSTALLATION SHALL BE PROPERLY REMOVED AND DISPOSED.
4. ANY DEPRESSION CREATED BY THE REMOVAL OF AN EXISTING IRRIGATION COMPONENT SHALL BE FILLED AND COMPACTED WITH A SOIL APPROVED BY THE CITY TO MATCH EXISTING GRADE. DEPRESSIONS DUE TO SETTLING WILL BE REPAIRED BY THE CONTRACTOR WITHIN THE WARRANTY PERIOD.
5. CONTRACTOR SHALL ENSURE REMAINING LANDSCAPE RECEIVES IRRIGATION FROM START OF CONSTRUCTION UNTIL FINAL TURNOVER.
6. COORDINATE SHUT DOWN OF EXISTING IRRIGATION MAINLINE WITH CITY PRIOR TO INSTALLATION OF NEW VALVE ASSEMBLIES.

DESIGN INTENT:

1. THE EXISTING SPRAY IRRIGATION SYSTEM LOCATED WITHIN THE LIMIT OF WORK IS TO BE REMOVED AND REPLACED WITH THE PROPOSED DESIGN.
2. ALL VALVE BOX STATION NUMBERS TO BE COORDINATED WITH CITY FOR PROPER BRANDING AND VALVE TAG NUMBERS.



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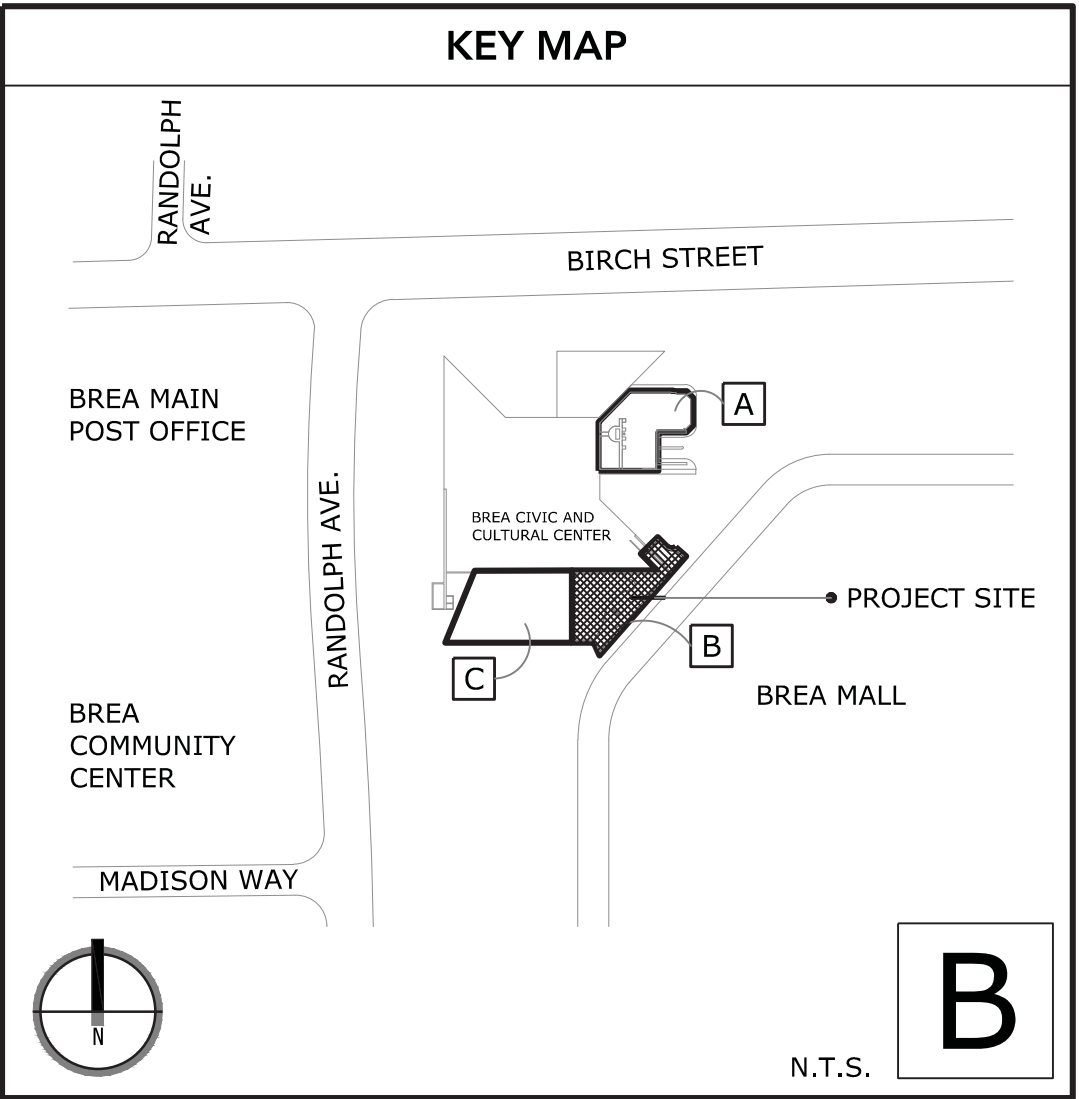
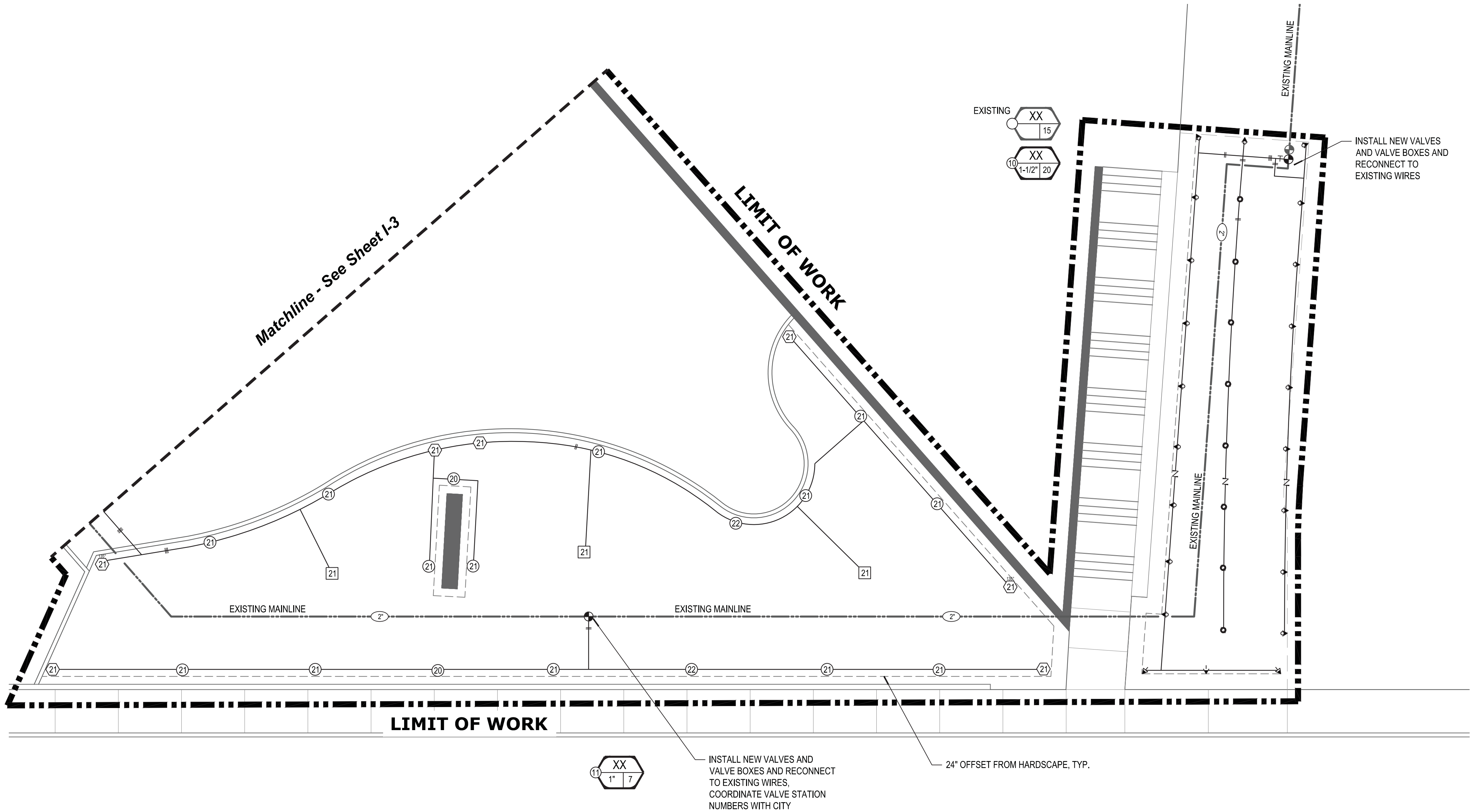
IRRIGATION PLAN

SHEET
L-10
10
OF
25

LATERAL PIPE SIZING LEGEND	
NO 1/2" PIPE PERMITTED	
	3/4" MINIMUM
	1"
	1-1/4"
	1-1/2"
	2"
	2-1/2"
	3"

SLEEVE SIZING LEGEND	
REFER TO IRRIGATION LEGEND FOR SLEEVE MATERIAL. REFER TO DETAIL FOR BURIAL REQUIREMENTS	
	(2) 2"
	(3) 2"
	(4) 2"
	(2) 3"
	(3) 3"
	(4) 3"
	(2) 4"
	(3) 4"
	(4) 4"
	(5) 4"
	(1) 6" + (2) 4"
	(1) 6" + (3) 4"
	(1) 6" + (4) 4"
	GALVANIZED SLEEVE - TO BE MINIMUM 2X DIAMETER OF PIPE OVER TERRACE DRAIN

EQUIPMENT LOCATION NOTES	
ALL PIPING, ABOVE GROUND EQUIPMENT, AND ANY VALVE BOXES SHALL BE LOCATED IN PLANTING AREAS. NO IRRIGATION EQUIPMENT SHALL BE LOCATED IN HARDSCAPE OR IN TURF AREAS WITHOUT PERMISSION FROM THE IRRIGATION CONSULTANT. GROUP ALL VALVE BOXES AND LOCATE IN SHRUB AREAS ONLY. CONTRACTOR WILL BE RESPONSIBLE TO RE-LOCATE VALVE BOXES INSTALLED IN TURF AREAS AT NO COST TO THE OWNER.	



REVISIONS									
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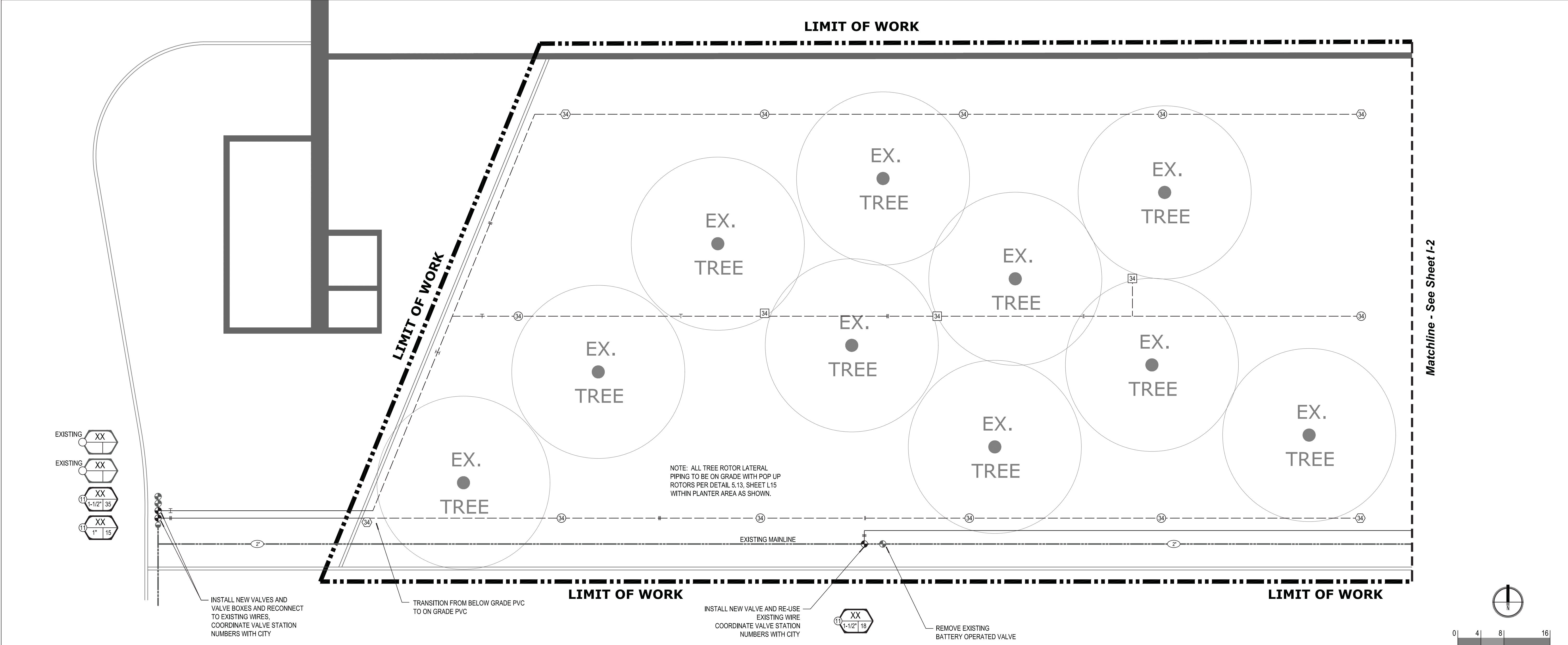
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IRRIGATION PLAN

SHEET
L-11
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IRRIGATION PLAN

SHEET
L-12
12
OF
25

KEY MAP

SLEEVE SIZING LEGEND

REFER TO IRRIGATION LEGEND FOR SLEEVE MATERIAL. REFER TO DETAIL FOR BURIAL REQUIREMENTS

A	(2) 2"	H	(2) 4"
B	(3) 2"	I	(3) 4"
C	(4) 2"	J	(4) 4"
D	(2) 3"	K	(5) 4"
E	(3) 3"	L	(1) 6" + (2) 4"
F	(4) 3"	M	(1) 6" + (3) 4"
		N	(1) 6" + (4) 4"

G GALVANIZED SLEEVE - TO BE MINIMUM 2X DIAMETER OF PIPE OVER TERRACE DRAIN

LATERAL PIPE SIZING LEGEND

NO 1/2" PIPE PERMITTED

	3/4" MINIMUM
	1"
	1-1/4"
	1-1/2"
	2"
	2-1/2"
	3"

WATER CONSERVING LANDSCAPE
EVALUATION SHEET

LANDSCAPE TECHNIQUES	POINTS CLAIMED	REFERENCE # ON LANDSCAPE PLANS
1. USE OF WATER CONSERVING PLANTS IN MORE THAN 75 PERCENT OF THE TOTAL LANDSCAPE AREA (30 POINTS).	30	L-19 TO L-22
GROUPING OF PLANTS BASED ON HYDROZONES (20 POINTS).	20	L-19 TO L-22
2. LIMITED USE OF TURF: <ul style="list-style-type: none">RESIDENTIAL USES - 75 PERCENT MAXIMUM OF TOTAL LANDSCAPE AREA (20 POINTS).OTHER USES - 50 PERCENT (20 POINTS).	20	L-19 TO L-22
3. USES OF MULCH (WOOD CHIPS, BARKS, SAWDUST), TWO INCHES MINIMUM TO THREE INCHES MAXIMUM (5 POINTS).	5	L-19 TO L-22
4. USES DECORATIVE HARDSCAPE, I.E., ALLUVIAL ROCK OR DECORATIVE PAVING (5 POINTS).	0	L-7
5. WHERE TURF IS USED, UTILIZE PROVEN VARIETIES OF LOW WATER REQUIREMENT TURF I.E., MARATHON, HYBRID FESCUE, WARM SEASON GRASS (10 POINTS).	0	
6. USE OF SOIL AMENDMENTS TO IMPROVE WATER HOLDING CAPACITY OF SOIL WHERE SOIL CONDITIONS MERIT (5 POINTS).	5	L-19 TO L-22
TOTAL POINTS	80	
IRRIGATION TECHNIQUES	POINTS CLAIMED	REFERENCE # ON IRRIGATION PLANS
1. USE OF LOW GALLONAGE IRRIGATION SYSTEM FOR MORE THAN 75 PERCENT OF THE TOTAL LANDSCAPE AREA (30 POINTS).	30	L-10 TO L-12
2. USE OF AUTOMATIC CONTROLLER SYSTEMS THAT CAN BE ADJUSTED SEASONALLY (20 POINTS).	20	EXISTING
3. USE OF IRRIGATION SYSTEM DESIGNED TO WATER DIFFERENT AREAS OF LANDSCAPING BY HYDROZONES (20 POINTS).	20	L-10 TO L-12
4. USE OF IRRIGATION SYSTEM THAT IS SENSITIVE TO SLOPE FACTORS OR PROJECT THAT DOES NOT HAVE GREATER THAN 2:1 SLOPE (10 POINTS).	10	L-10 TO L-12
5. USE OF SOIL MOISTURE SENSORS (5 POINTS).	0	
6. USE OF OF RAIN SENSORS (5 POINTS).	0	
7. USE OF OF WIND SENSORS (5 POINTS).	0	
TOTAL POINTS	80	

MWELO WATER USAGE WORKSHEET

WATER METER 1 / CONTROLLER A							
CITY OR ZONE AREA							
REFERENCE EVAPOTRANSPIRATION (ETa) 51.80							
LANDSCAPE TYPE NON-RESIDENTIAL							
REGULAR LANDSCAPE AREAS							
HYDROZONE NO.	LANDSCAPE AREA (SQ. FT.)	PLANT TYPE	PLANT FACTOR (PF)	IRRIGATION TYPE	IRRIGATION EFFICIENCY (IE)	ET ADJUSTMENT FACTOR (ETAF)	ESTIMATED WATER USE (GALLONS)
1		---		---			-
2		---		---			-
3		---		---			-
4		---		---			-
5		---		---			-
6		---		---			-
7		---		---			-
8		---		---			-
9		---		---			-
10	1,143	SHRUB - LOW WATER USE	0.3	SPRAY	71%	0.42	15,511
11	21,526	SHRUB - LOW WATER USE	0.3	ROTOR	72%	0.41	204,106
12	2,821	SHRUB - LOW WATER USE	0.3	DRIP-EMITTER	81%	0.37	33,555
13		---		---			-
14		---		---			-
TOTAL (SQ. FT.)		25,490		ESTIMATED TOTAL WATER USE (GALLONS)			333,171
SPECIAL LANDSCAPE AREAS							
TYPE	LANDSCAPE AREA (SQ. FT.)	PLANT TYPE	PLANT FACTOR (PF)	IRRIGATION TYPE	IRRIGATION EFFICIENCY (IE)	ET ADJUSTMENT FACTOR (ETAF)	ESTIMATED WATER USE (GALLONS)
RECYCLED WATER	-						-
ACTIVE PLAY	-						-
EDIBLE GARDEN	-						-
URBAN FOREST	-						-
TOTAL (SQ. FT.)		-		SLA ESTIMATED TOTAL WATER USE (GALLONS)			-
TOTAL AREA (SQ. FT.)		25,490		SITEWIDE ESTIMATED TOTAL WATER USE (GALLONS)			333,171
				MAXIMUM APPLIED WATER ALLOWANCE (GALLONS)			368,384
				ET/MI < MAWA			YES

GENERAL IRRIGATION NOTES

- CONTROL WIRE SLEEVES SHALL BE OF SUFFICIENT SIZE FOR THE REQUIRED NUMBER OF WIRES UNDER PAVING.
- PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWING. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF SAID REJECTION.
- FLUSH ALL DRIP HEADER PVC PIPING PRIOR TO INSTALLATION OF DRIP TUBING.
- THE IRRIGATION DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC., SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHEREVER POSSIBLE.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO BECOME FAMILIAR WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, STRUCTURES AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED BY THEIR WORK. WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, AND PAVING, ETC.
- CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO START OF WORK.
- DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN THE AREA EXIST THAT ARE NOT SHOWN ON THE PLANS. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
- EQUIPMENT NOT DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.

RAINBIRD ROTOR LEGEND - DOMESTIC WATER

SYMBOL	DESCRIPTION	MANUFACTURER PART NO.	NOZZLE	PATTERN	FLOW	RADIUS	PRES	PRECIP
SHRUB ROTOR POP UPS								
	SHRUB ROTOR POP	RAINBIRD 1812 SAM PRS	RVAN - 14	HALF	0.58	13'	30	0.60
	SHRUB ROTOR POP	RAINBIRD 1812 SAM PRS	RVAN - 14	QRTR	0.29	13'	30	0.66
	SHRUB ROTOR POP	RAINBIRD 1812 SAM PRS	RVAN - 14	THRD	0.44	13'	30	0.66
	SHRUB ROTOR POP	RAINBIRD 1812 SAM PRS	R13-18 F	FULL	1.60	16'	30	0.61
	SHRUB ROTOR POP	RAINBIRD 1812 SAM PRS	RVAN - 18	HALF	0.85	16'	30	0.65
	SHRUB ROTOR POP	RAINBIRD 1812 SAM PRS	RVAN - 18	QRTR	0.42	16'	30	0.65
	SHRUB ROTOR POP	RAINBIRD 1812 SAM PRS	RVAN - 18	THRD	0.64	16'	30	0.65
6" TREE POP UP HEADS								
	TREE ROTOR	RAINBIRD 5006+ PC-SAM-R	MPR 30 FULL	FULL	5.78	30'	45	0.62
	TREE ROTOR	RAINBIRD 5006+ PC-SAM-R	MPR 30 HALF	HALF	2.96	30'	45	0.63
	TREE ROTOR	RAINBIRD 5006+ PC-SAM-R	MPR 30 QRTR	QRTR	1.40	30'	45	0.60
	TREE ROTOR	RAINBIRD 5006+ PC-SAM-R	MPR 30 THRD	THRD	1.85	30'	45	0.59

RAINBIRD SPRAY LEGEND - DOMESTIC WATER

SYMBOL	DESCRIPTION	MANUFACTURER PART NO.	NOZZLE	PATTERN	FLOW	RADIUS	PRES	PRECIP
SHRUB POP UP HEADS								
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	12F	FULL	2.60	12'	30	2.01
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	12H	HALF	1.30	12'	30	2.01
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	12T	THIRD	0.93	12'	30	2.01
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	12Q	QRTR	0.65	12'	30	2.01
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	10F	FULL	1.60	10'	30	1.75
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	10H	HALF	0.80	10'	30	1.75
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	10T	THIRD	0.50	10'	30	1.75
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	10Q	QRTR	0.40	10'	30	1.75
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	8F	FULL	1.00	8'	30	1.83
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	8H	HALF	0.50	8'	30	1.83
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	8T	THIRD	0.35	8'	30	1.83
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	8Q	QRTR	0.25	8'	30	1.83
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	5H	HALF	0.20	5'	30	1.83
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	5T	THIRD	0.15	5'	30	1.83
	SHRUB POP UP	RAINBIRD 1812 SAM PRS	5Q	QRTR	0.10	5'	30	1.83
	BUBBLER POP UP	RAINBIRD 1804 SAM PRS	15 CST PCS 020	--	0.20	--	30	--
	BUBBLER POP UP	RAINBIRD 1804 SAM PRS	15 CST PCS 030	--	0.30	--	30	--

IRRIGATION EQUIPMENT LEGEND

SYMBOL	ITEM - MANUFACTURER - MODEL NUMBER - DESCRIPTION	
	BELOW GRADE PRESSURE MAINLINE	EXISTING DOMESTIC WATER BELOW GRADE PRESSURE MAINLINE
	CONTROL VALVE	EXISTING CONTROL VALVE
	QUICK COUPLER	EXISTING DOMESTIC WATER QUICK COUPLER
	BELOW GRADE PRESSURE MAINLINE	WHITE CLASS 315 PRESSURE MAINLINE FOR PIPE 2" THROUGH 3" WHITE SCH 40 PRESSURE MAINLINE FOR PIPE 1-1/2" AND SMALLER ALL PIPE TO BE SOLVENT WELD - REFER TO TRENCHING DETAIL FOR DEPTHS
	CONTROL VALVE	RAINBIRD EFB-CP-PRS-D SERIES PRESSURE REGULATING CONTROL VALVE REFER TO PLAN FOR SIZES
	CONTROL VALVE DRIP	RAINBIRD EFB-CP 1-1/2" BRASS CONTROL VALVE INCLUDE MANIFOLDED RAINBIRD PRB-QKCHK-100 WITH 200 MESH STAINLESS STEEL SCREENS AND 40 PSI PRESSURE REGULATORS ORDER USING RAINBIRD XCV-PRB-150-COM
	DRIP TRANSITION	TRANSITION FROM PVC SUPPLY HEADER TO DRIP LINE, USE RAINBIRD XFD-MA-075
	FLUSH VALVE	1/2" PVC BALL VALVE FOR DRIP SYSTEM END FLUSH
	DRIP AIR RELIEF	NETAFIM TLAVRV 1/2" MPT AIR RELIEF VALVE WITH 3/4" MPT TO 1/2" FPT BUSHING THREADED TO NETAFIM TL075FT44 3/4" COMBINATION TEE
	TREE IRRIGATION	FOUR (4) RAINBIRD 1806 SAM PRS - POP UP SPRAY HEADS WITH 5H-B NOZZLES AND PCS 040 ORANGE SCREENS
	BELOW GRADE LATERAL LINE	WHITE SCHEDULE 40 SOLVENT WELD PVC - 3/4" MINIMUM REFER TO PLAN FOR SIZES AND TRENCHING DETAIL FOR BURIAL DEPTHS
	ABOVE GRADE LATERAL LINE	SCHEDULE 40 UVR SOLVENT WELD PVC WITH UVR SCHEDULE 40 PVC FITTINGS 3/4" MINIMUM PROVIDE REBAR SUPPORT STAKES AT 10' O.C.
	TREE IRRIGATION LATERAL	WHITE SCHEDULE 40 SOLVENT WELD PVC LATERAL LINE - 3/4" MINIMUM REFER TO PLAN FOR SIZES AND TRENCHING DETAIL FOR BURIAL DEPTHS
	DRIP LATERAL	RAINBIRD XFCV 06-12 SERIES INLINE TUBING - 0.6 GPH AT 12" O.C. PROVIDE RAINBIRD TUBING STAPLES AT 4' O.C. ALL CHANGES IN DIRECTION SHALL BE MADE WITH RAINBIRD XFD BARBED FITTINGS. BENDS IN PIPE WILL NOT BE PERMITTED. INSTALL ON FINISHED GRADE BELOW MULCH LAYER.
NOT SHOWN	IRRIGATION WIRE	PAIGE 7001D UL LISTED U.F. 600V DIRECT BURIAL PILOT WIRE 14 AWG COLOR TO MATCH EXISTING PILOT WIRES OF EACH CONTROLLER COMMON 14 AWG WHITE WITH STRIPE TO MATCH PILOT WIRE EXTRA WIRE 14 AWG ORANGE
NOT SHOWN	WIRE CONNECTORS	SPEARS DS-100 DRI-SPLICE WATERPROOF CONNECTORS FILL CONNECTORS WITH SPEARS DS-300 SEALANT
NOT SHOWN	MAINLINE FITTINGS	ALL PRESSURE MAINLINE FITTINGS TO BE SCH 40 PVC SOLVENT WELD
	LATERAL FITTINGS	ALL NON-PRESSURE LATERAL LINE FITTINGS TO BE SCH 40 PVC SOLVENT WELD. ALL ON GRADE FITTINGS SHALL BE UVR.
NOT SHOWN	ID TAGS	T CHRISTY ID-MAX-Y1 YELLOW STATION ID TAGS WITH BLACK LETTERING - PER VALVE
NOT SHOWN	VALVE BOX	RECTANGULAR CARSON 1419 - 14" X 19" CIRCULAR CARSON 910 - 10" ROUND JUMBO CARSON 1220 - 12" X 20" JUMBO ALL VALVE BOXES TO INCLUDE GREEN BOLT DOWN LOCKING LID WITH STAINLESS STEEL BOLT
	DENOTES STATION NUMBER DENOTES VALVE FLOW (GPM) DENOTES VALVE SIZE DENOTES HYDROZONE	



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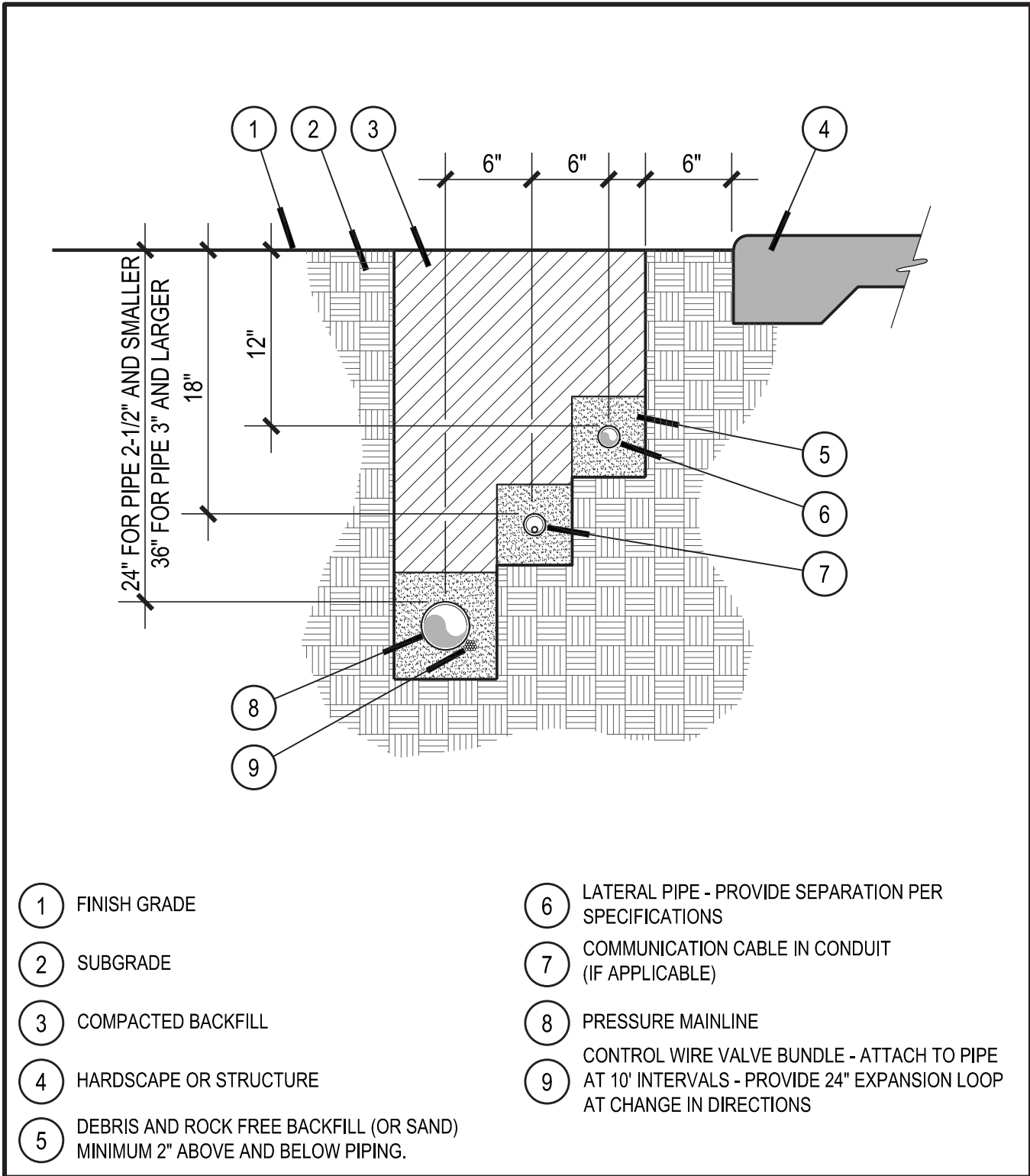


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LANDSCAPE IMPROVEMENTS
CIP #7936

IRRIGATION LEGENDS AND NOTES

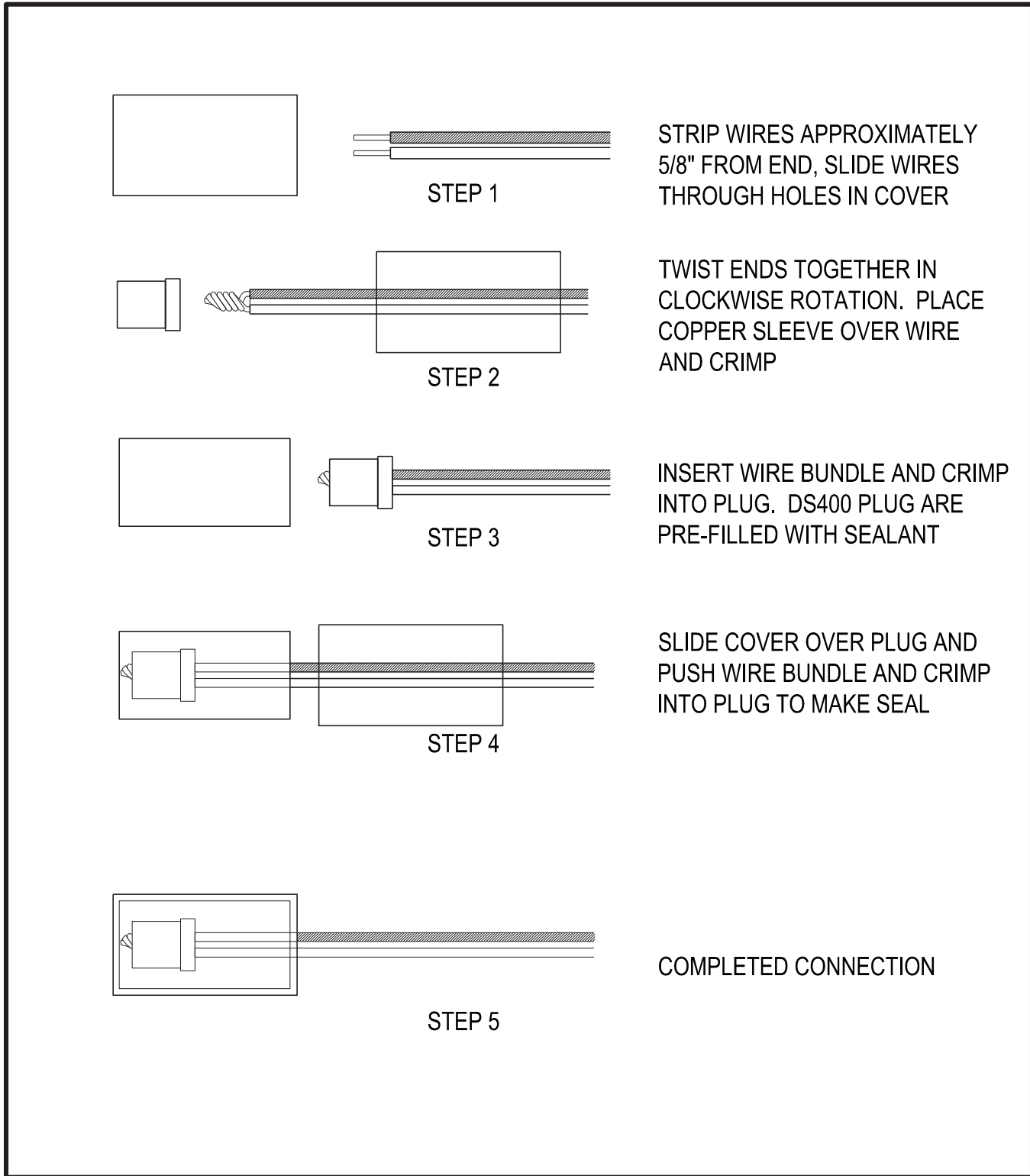
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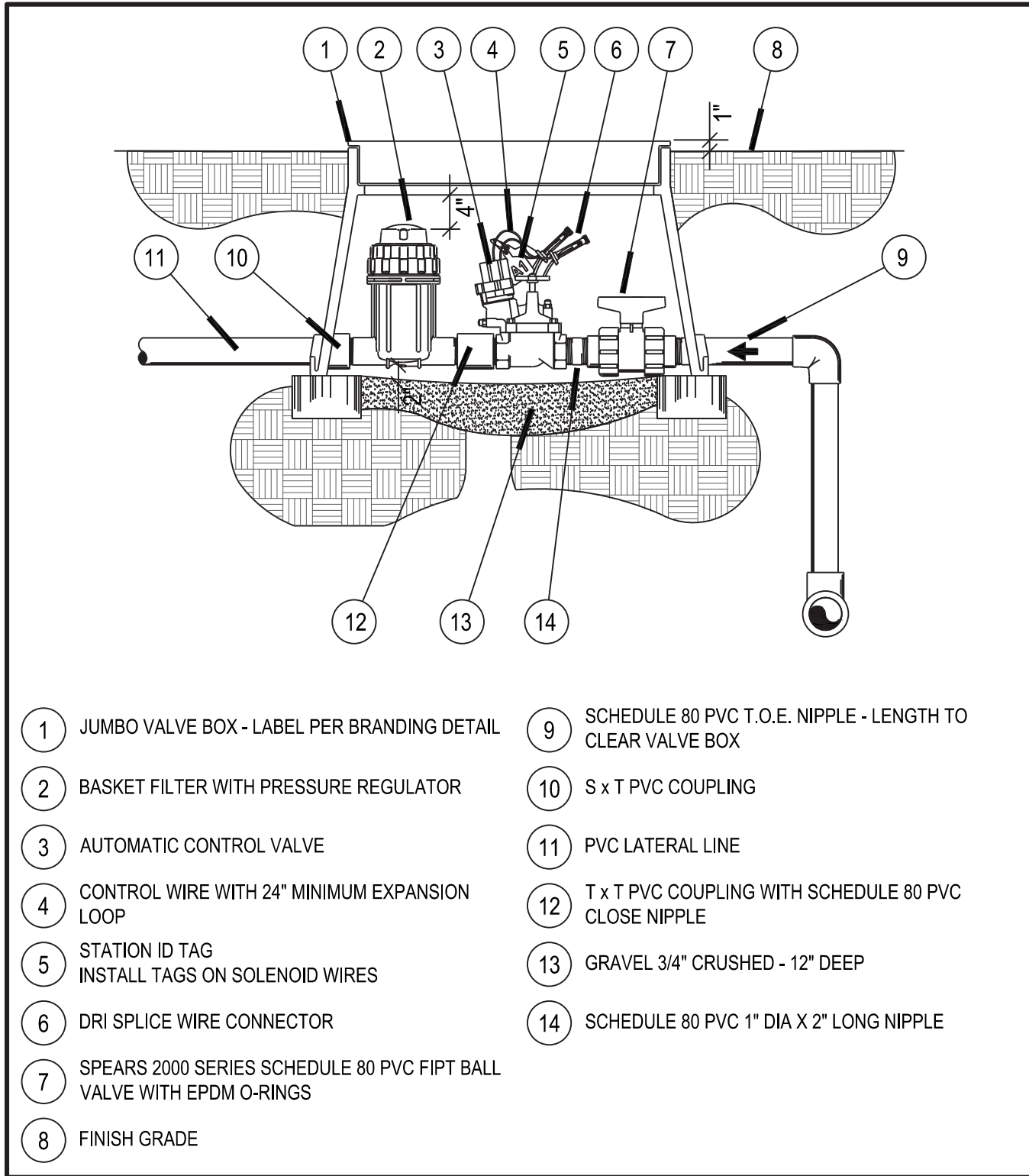
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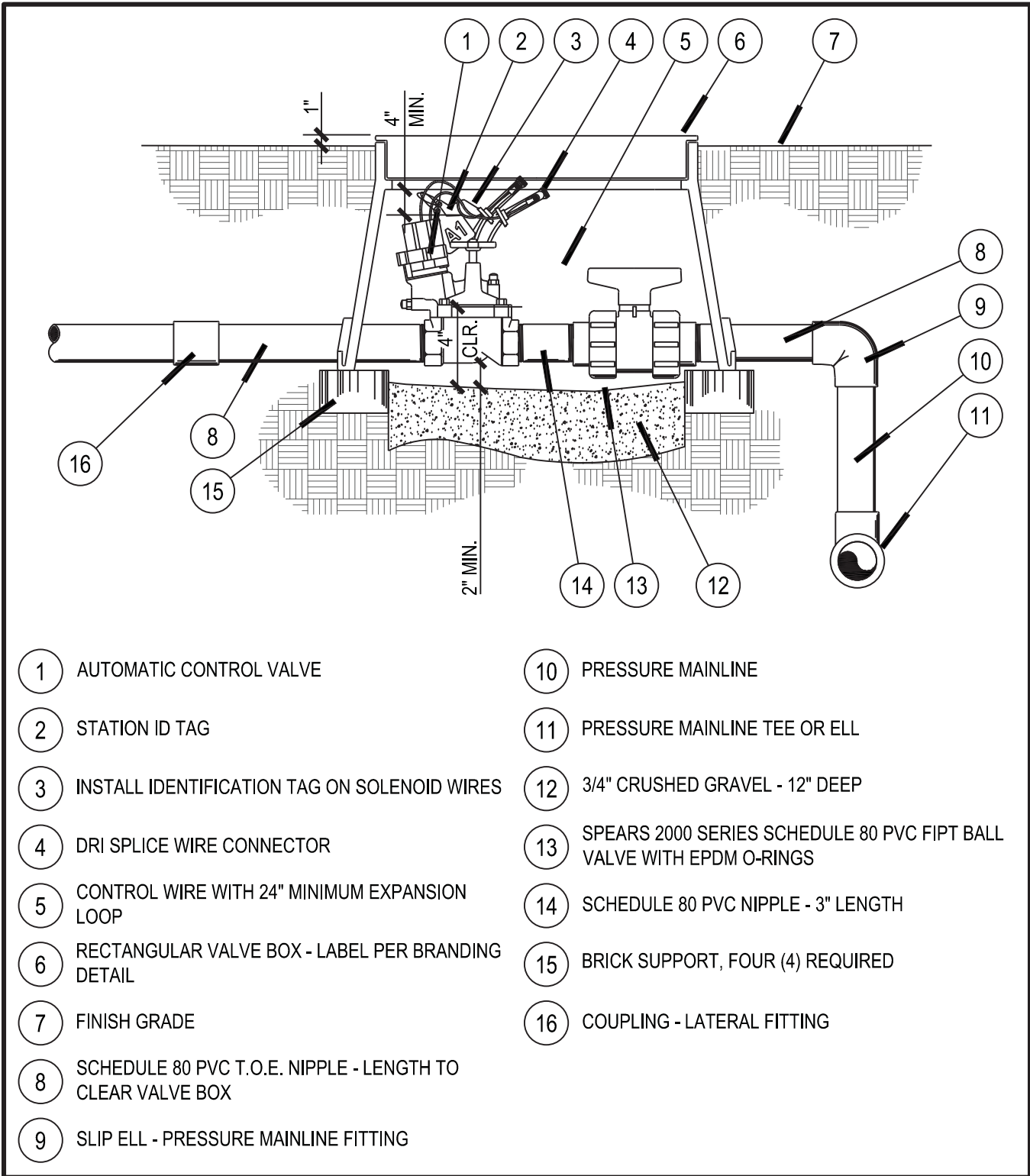
2.03 | DRI-SPLICE WIRE CONNECTIONS

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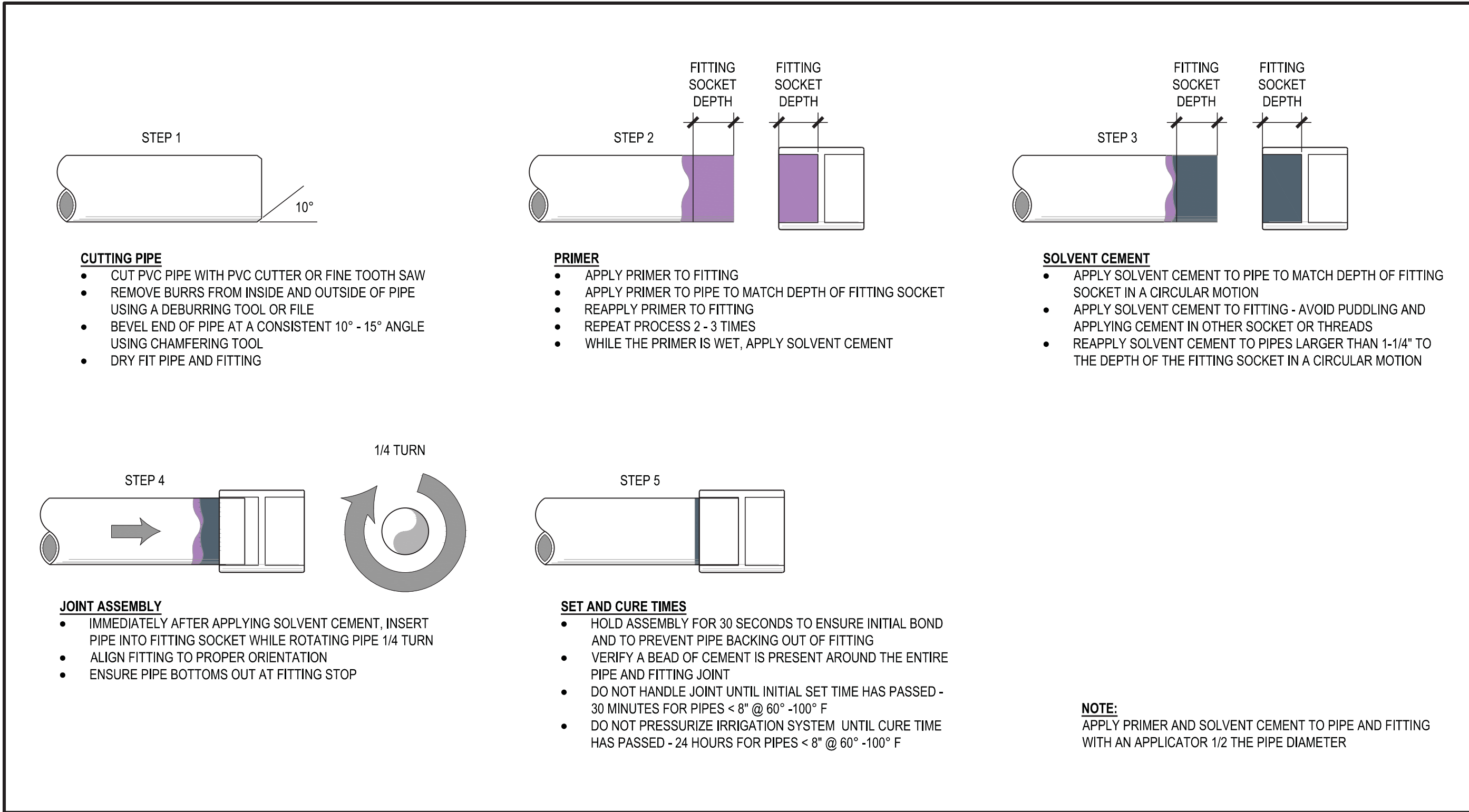
1.08 | CONTROL VALVE - DRIP

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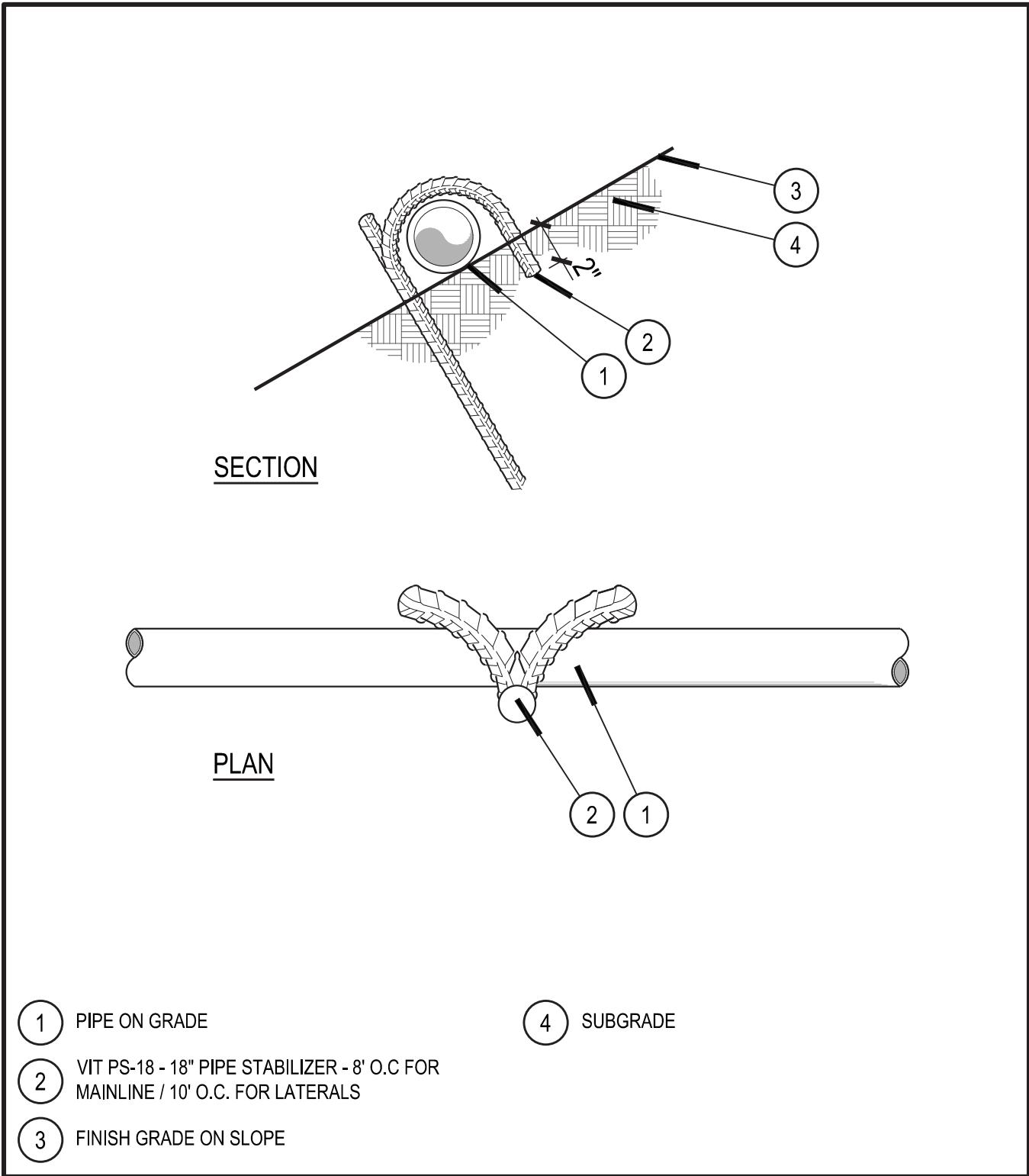
1.07 | CONTROL VALVE

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3.50 | SOLVENT CEMENT JOINTS

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3.05 | PIPE ON GRADE

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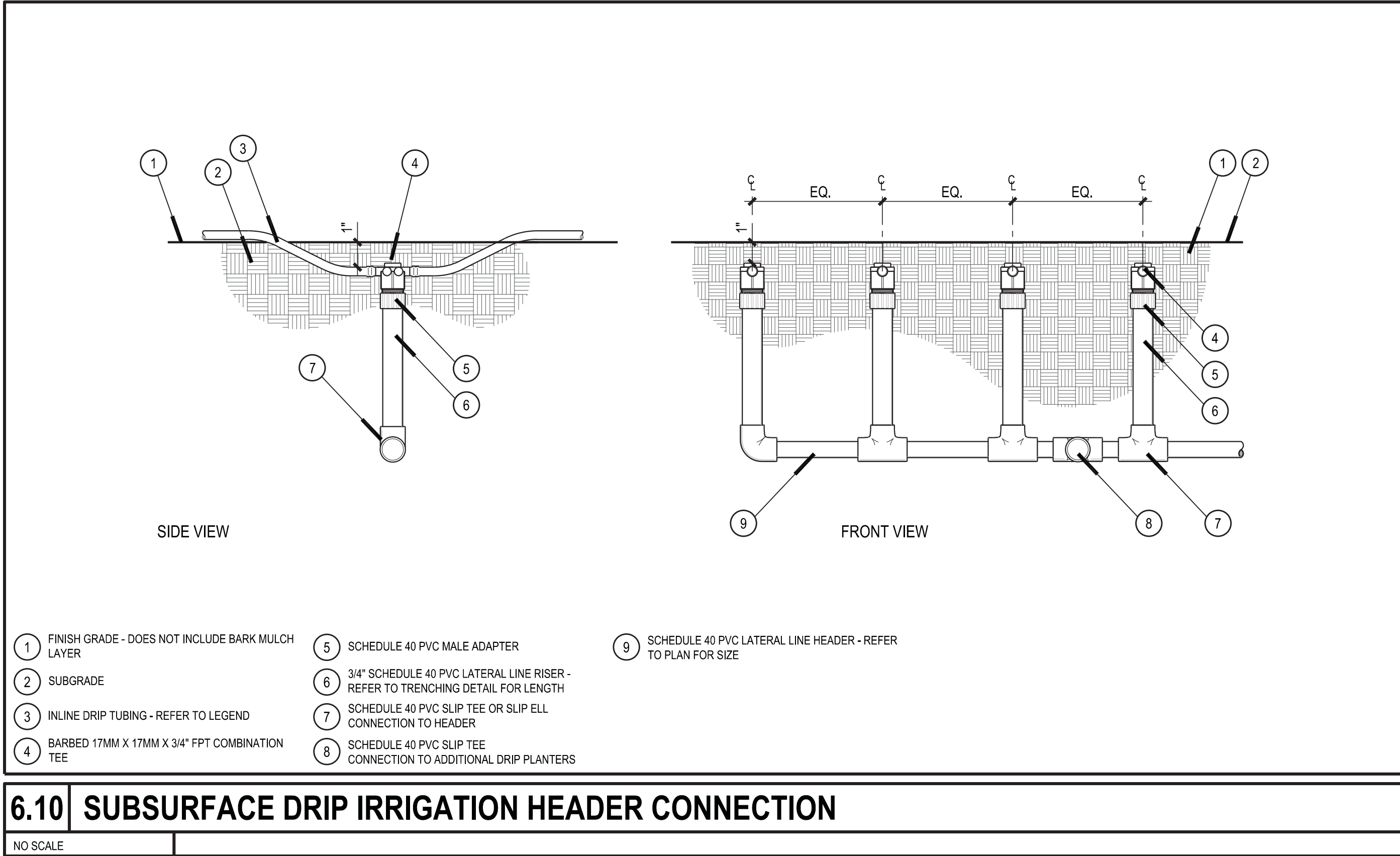
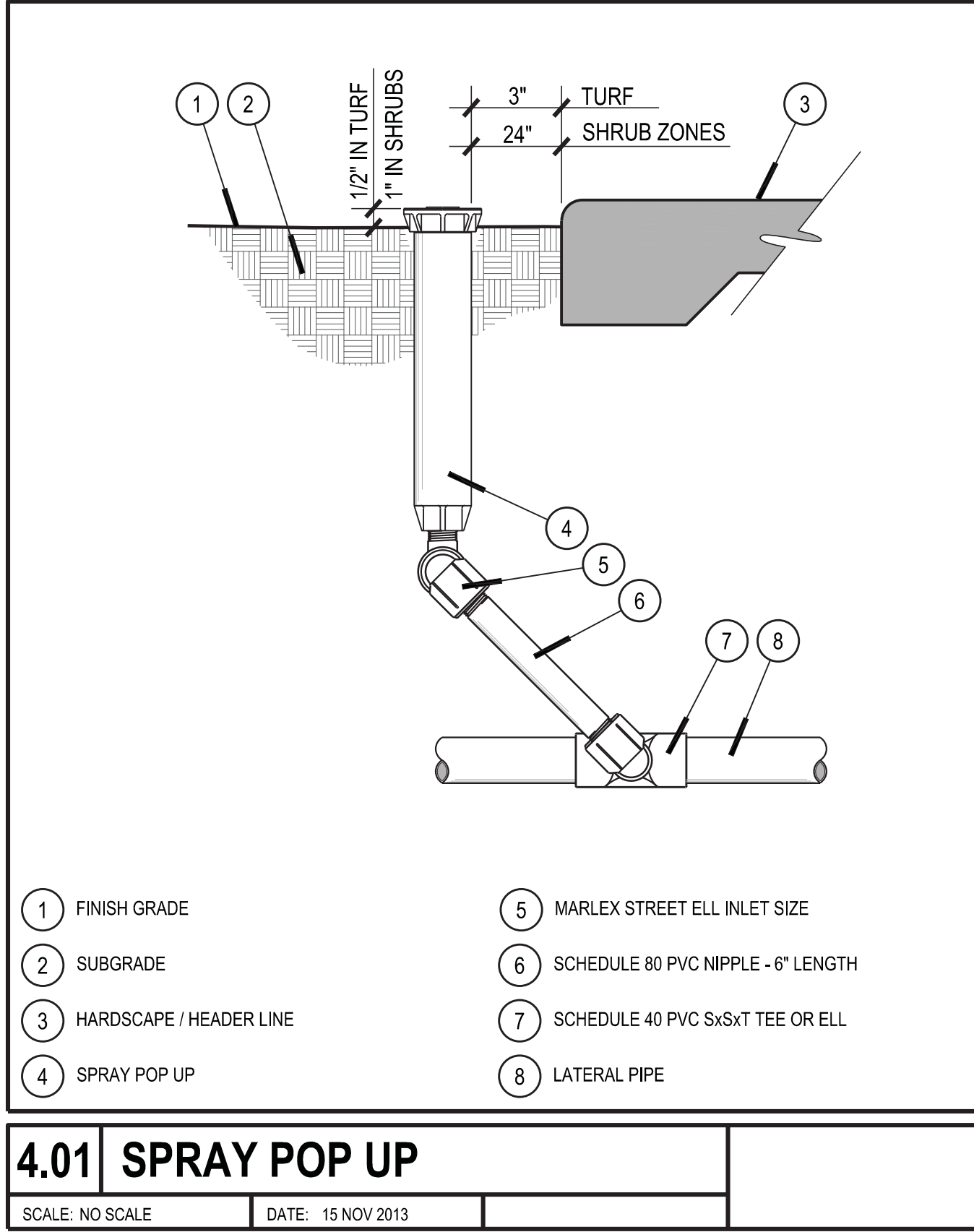
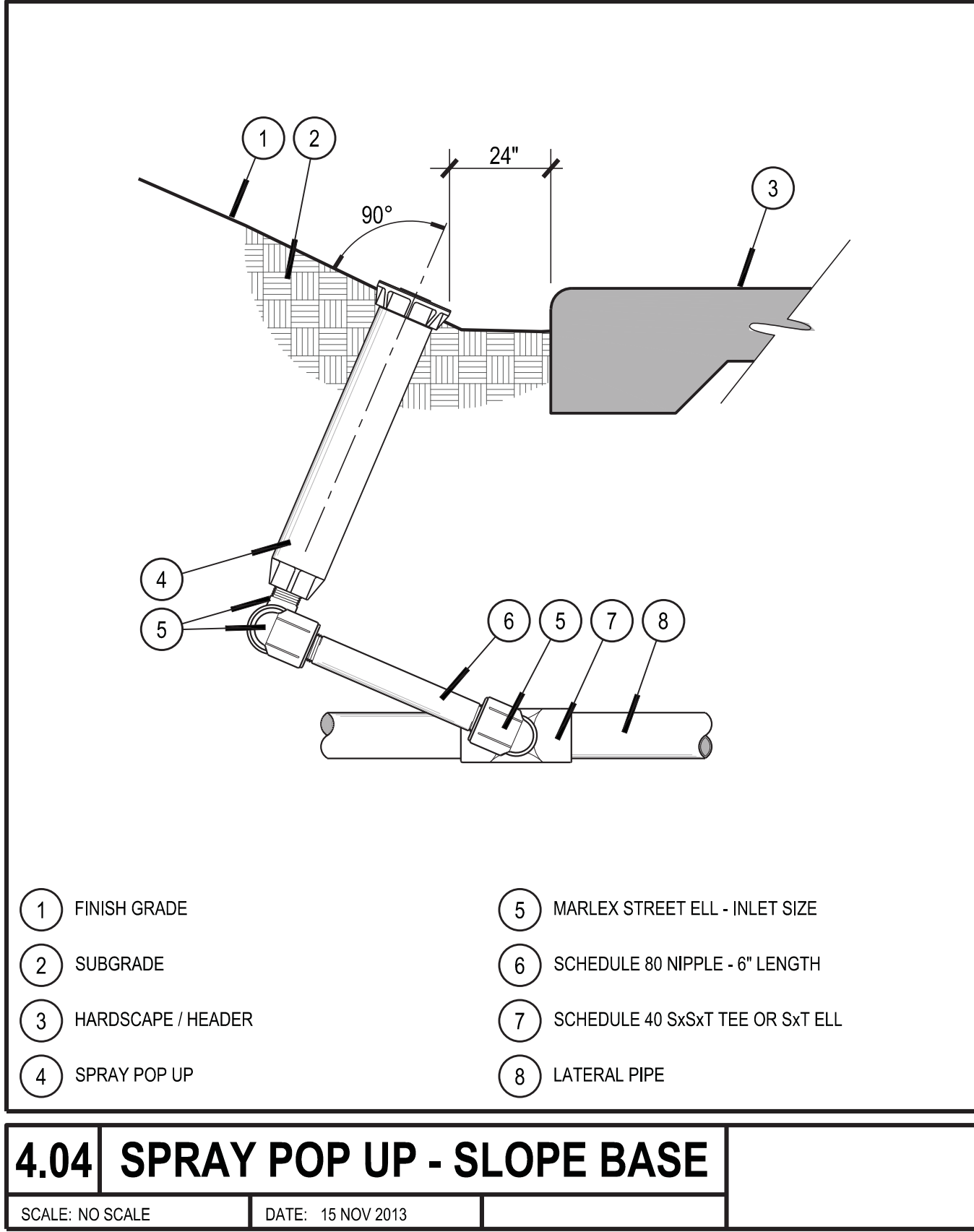
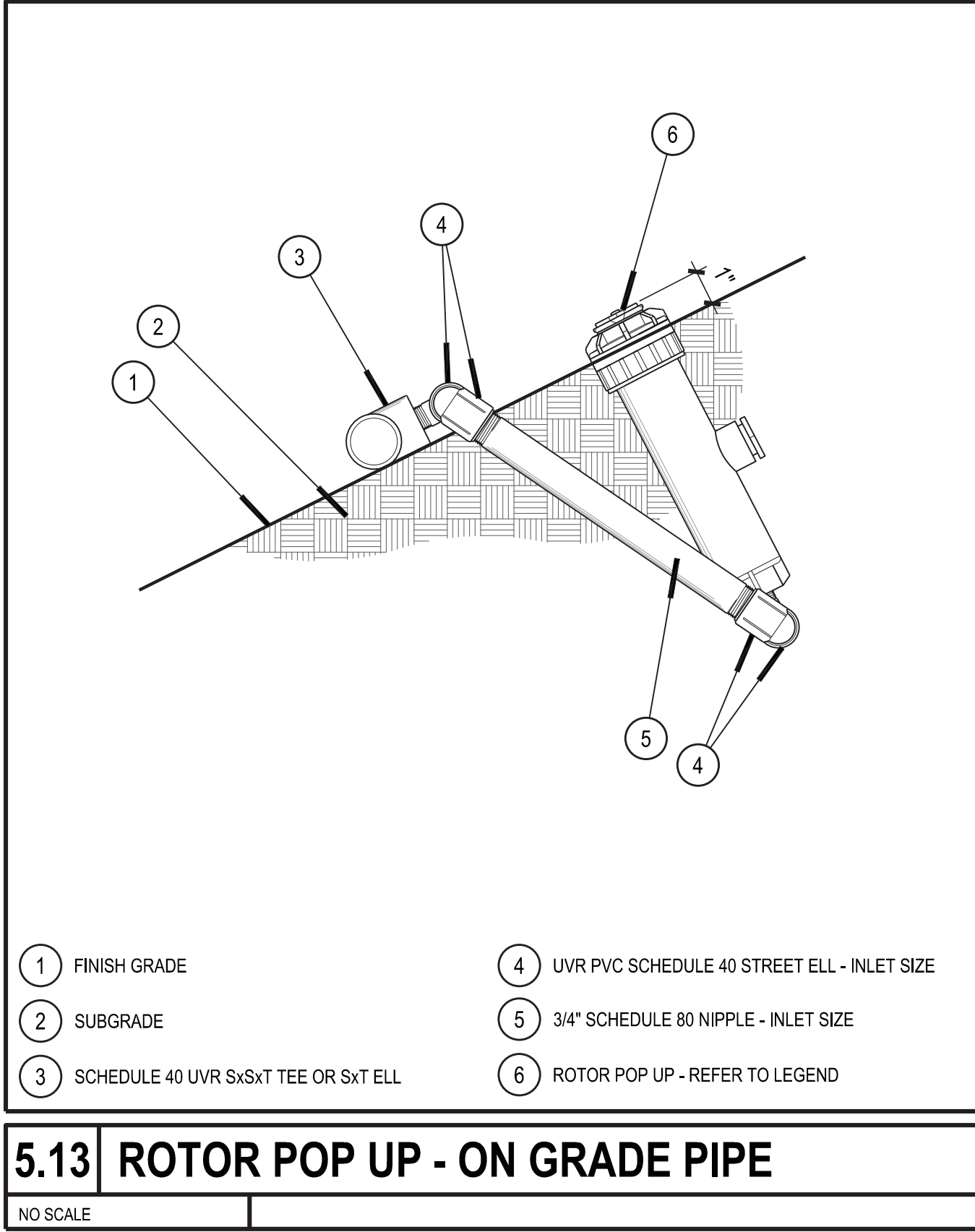
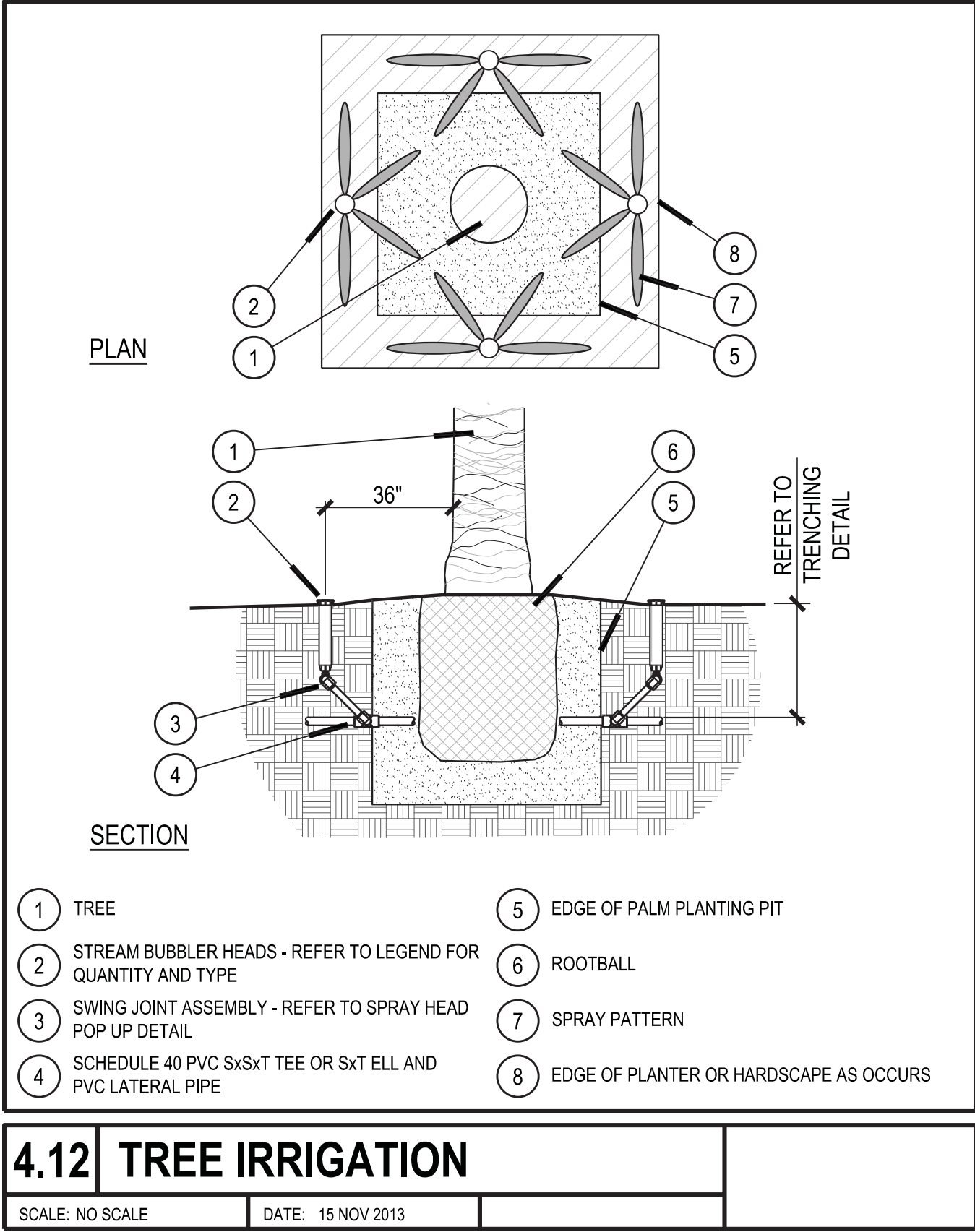
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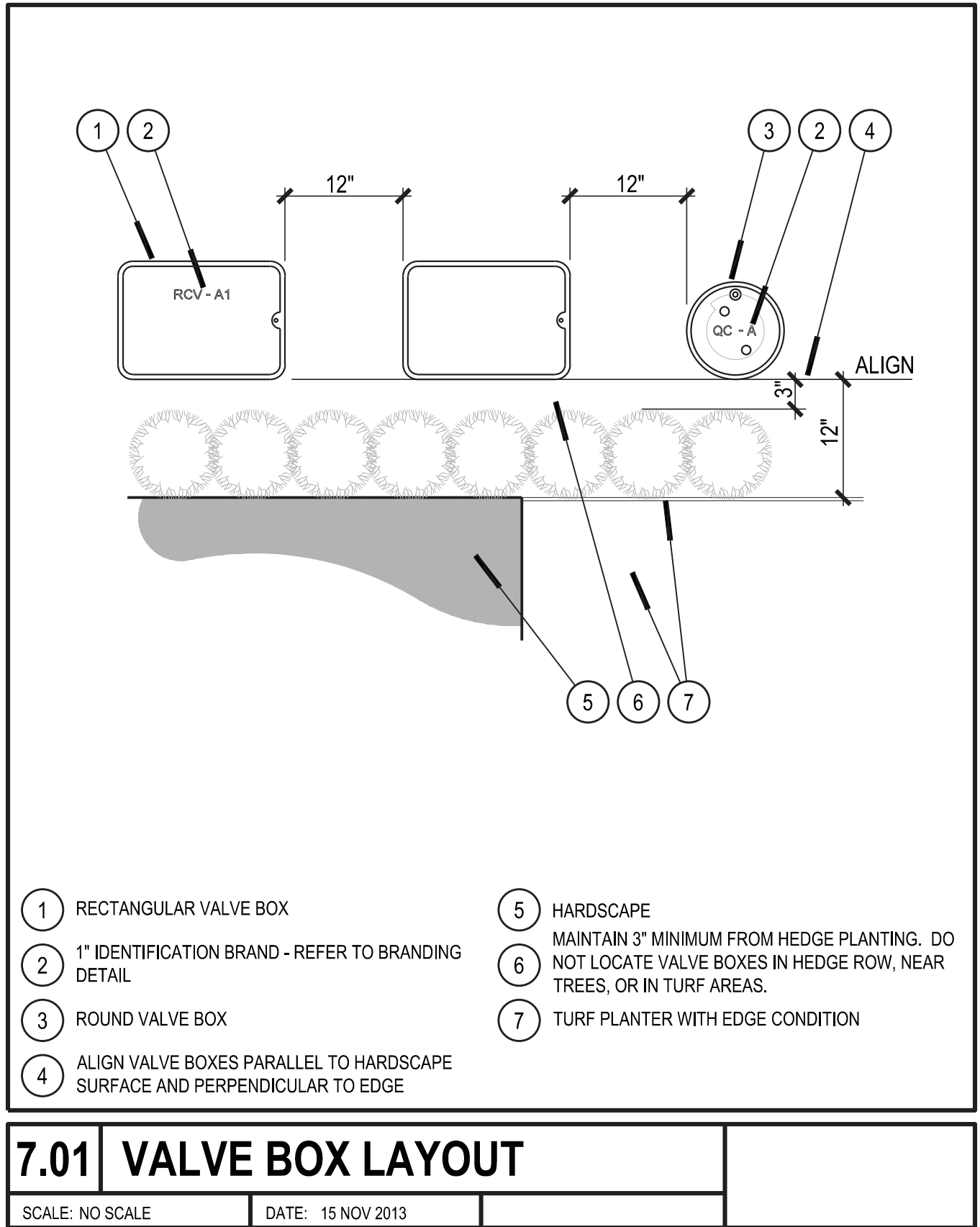
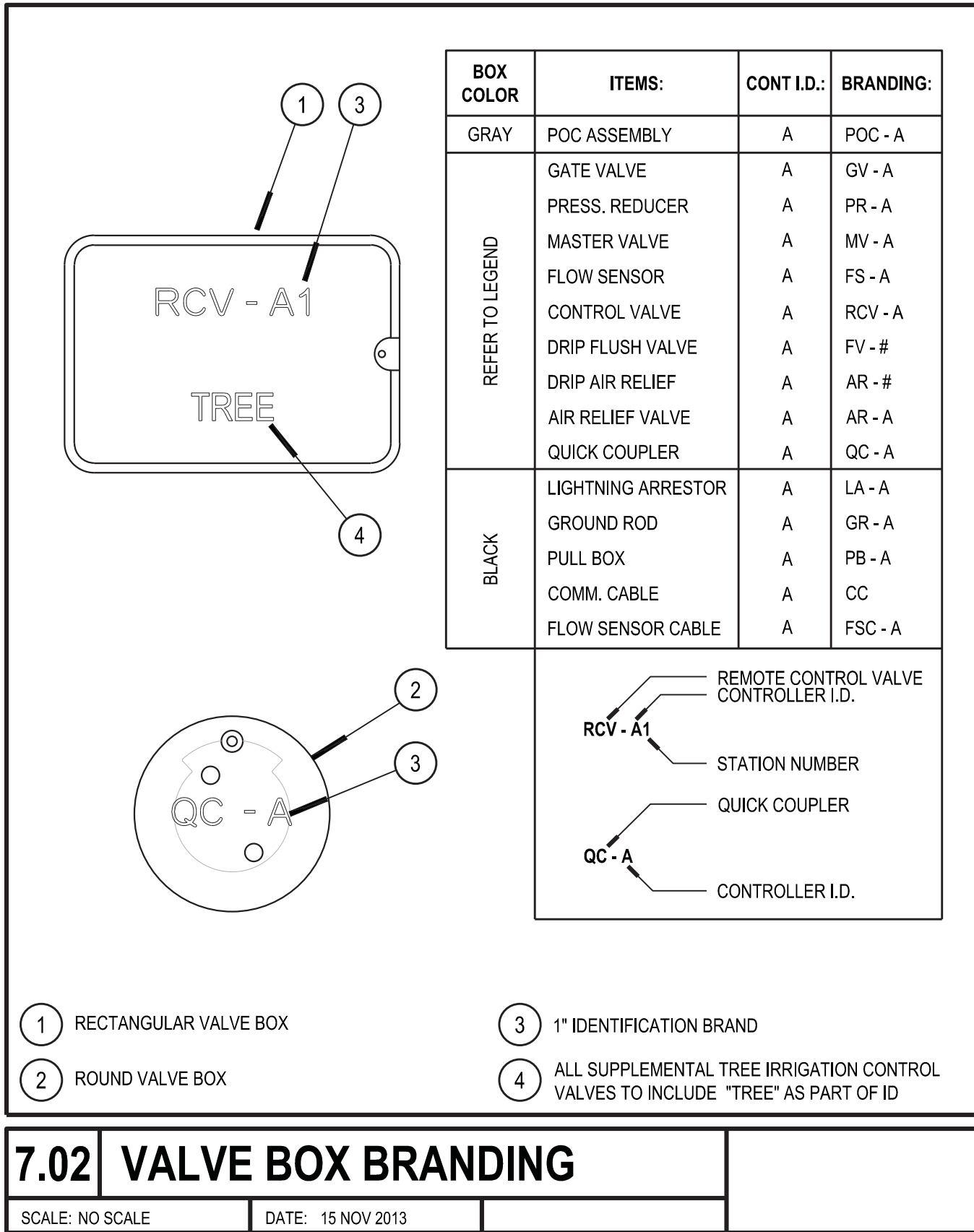
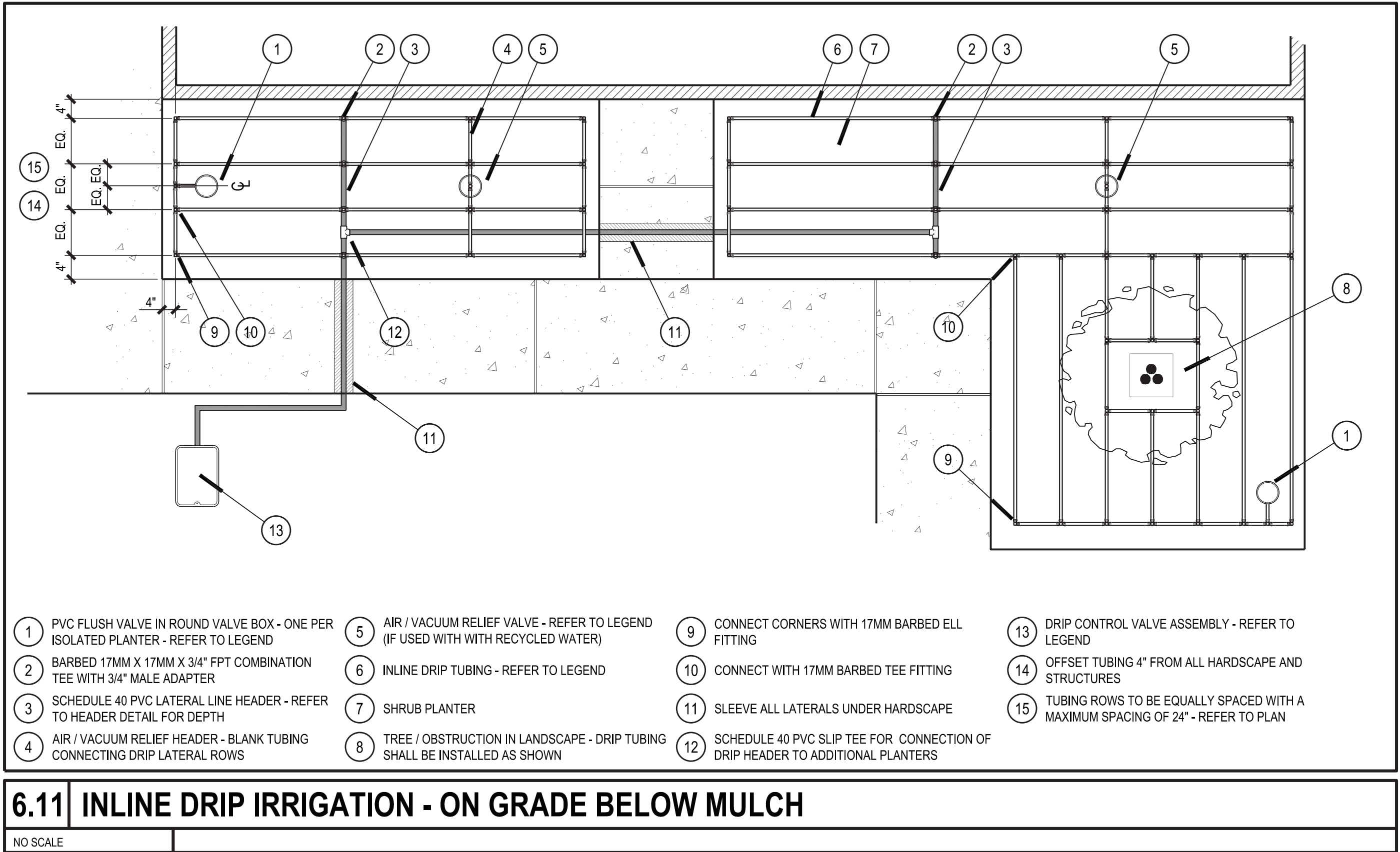
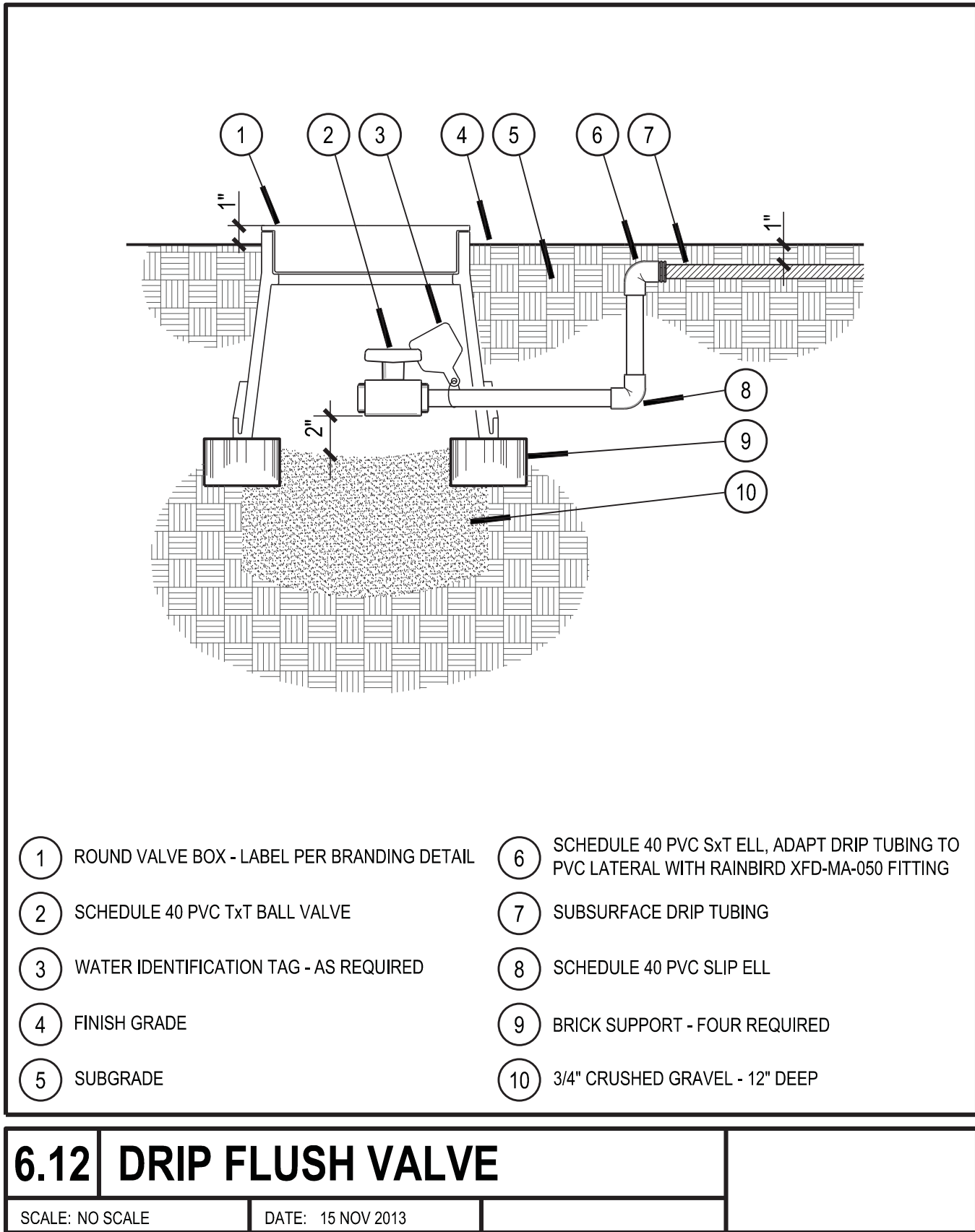
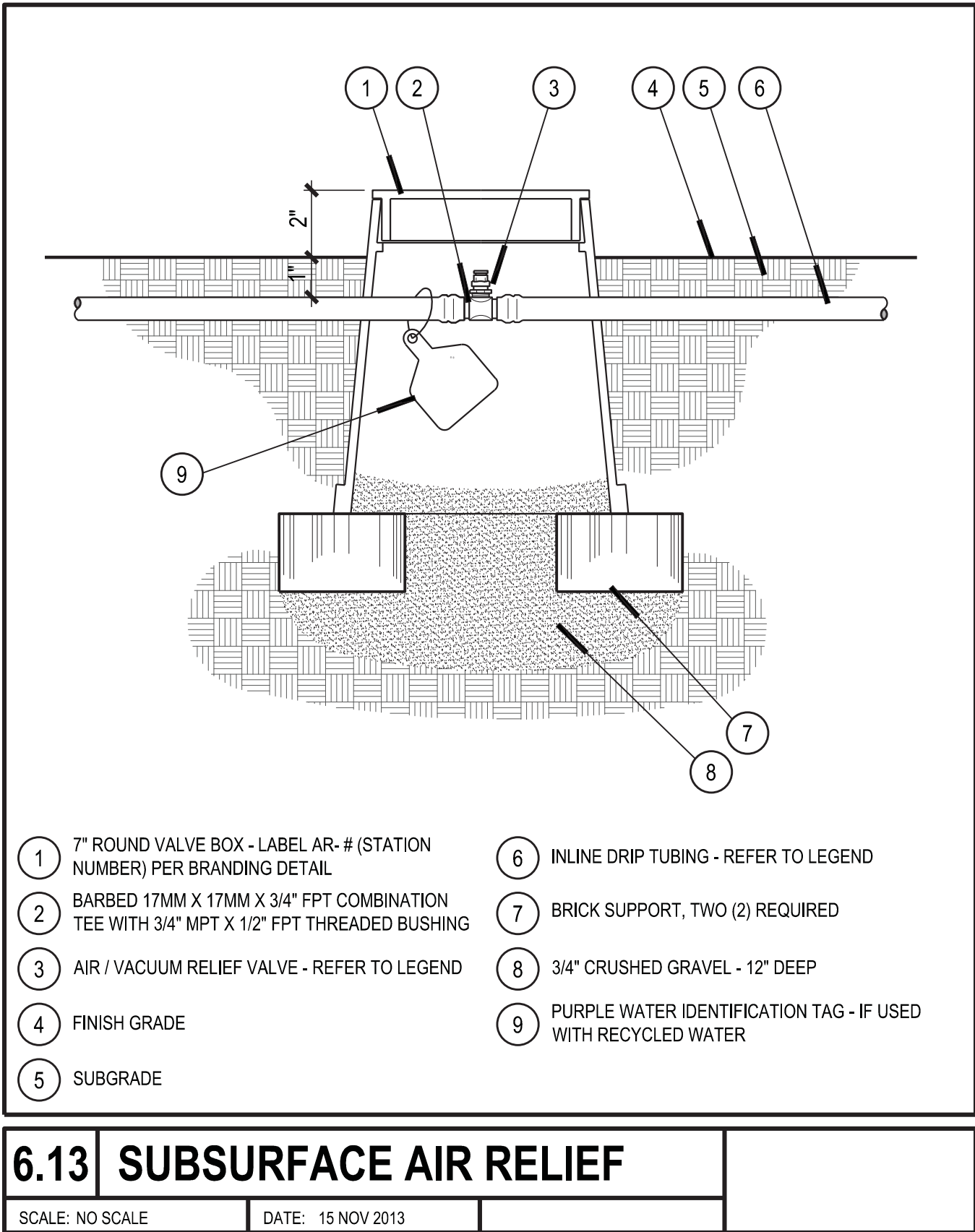
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CIP #7936**

IRRIGATION DETAILS

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GENERAL

1. Permits: Contractor shall obtain permits required for irrigation installation. City will provide no fee permit.

2. Manufacturer's Directions: Manufacturer's directions and detailed drawings shall be followed in all cases where the manufacturers of articles used in this Contract furnish directions covering points not shown in the Drawings and Specifications.

3. Ordinances and Regulations:

A. Comply with all local, municipal and state laws, rules and regulations.

B. Conform to applicable provisions of the latest editions of the Uniform Plumbing Code, the National Electric Code and all codes properly governing the materials and work at the project site.

4. Explanation of Drawings:

A. Due to the scale of the Drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between the irrigation system, planting, underground utilities, above ground utilities and architectural features.

B. All work called for on the Drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the Specifications.

C. The Contractor shall not willfully install the irrigation system as shown on the Drawings when it is obvious in the field that obstructions, grade differences, or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the Owner's Authorized Representative. In the event this notification is not performed, the Contractor shall assume full responsibility for any revision necessary.

2. AS BUILT DRAWINGS

- a. Record accurately on one set of black and white prints (irrigation drawings), all changes in work constituting departures from the original contract drawings. Include changes in both pressure and non-pressure lines.

b. Upon completion of each increment of work, transfer all such information and dimensions to the prints. Record changes and dimensions in a legible and professional manner. When the drawings are approved, the Contractor shall perform all final as-built drawings.

c. Dimension from two permanent points of reference (monuments, sidewalks, curbs, pavement). Record information on as-built drawings day-to-day as the work is installed. All dimensions noted on the drawings shall be 1/4 inch in size.

d. Show dimensional locations and depths of the following:

• Connection to existing water lines

• Connection to existing electrical power

• Point of connection - including backflow assembly, master valve, flow sensor

• Gate valves

• Routing of sprinkler pressure lines (dimension max. 100' along routing and at each change of direction)

• Electric control valves

• Routing of communication cable, control wiring and flow sensor cable

• Quick coupling valves

• Sleeves and wire splice boxes

• Other related equipment as directed by the Owner's Authorized Representative.

e. Maintain as-built drawings on site at all times

3. CONTROLLER CHARTS

- a. As-built drawings shall be provided by the Contractor prior to the preparation of the Controller Charts. As-builts shall be full size scanned in PDF format stamped "RECORD DRAWING" with date. PDF shall be provided via CD with job name on label with protector casing.

b. The Contractor shall provide two 11 x 17 colored controller charts for each controller supplied, showing the area covered by the automatic controller.

c. The chart shall be a reproduction of the as-built system drawing. If the controller sequence is not legible when the drawing is reduced, enlarge it to a size that will be readable when reduced.

d. Charts shall be a color print with a different transparent color used to show area of coverage for each station.

e. When completed and approved, hermetically seal the chart between two pieces of plastic, each piece being a minimum of 10 mils thick.

4. OPERATION AND MANUALS

- a. Prepare all required and necessary descriptive material in complete detail and sufficient quantity, properly prepared in two individually bound copies. Describe the material installed in sufficient detail to permit qualified maintenance personnel to understand, operate and maintain the equipment. Each manual shall include the following:

Index sheet stating contractor's address and telephone number.

Duration of guarantee period with guarantee forms.

5. SPARE PARTS AND EQUIPMENT

- a. Prepare and deliver to the Owner's Authorized representative, prior to the start of maintenance, all required spare parts, tools and equipment. Spare parts, tools, and equipment shall include the following per water meter:

• Operation and maintenance manuals.

• Color-coded controller charts laminated between 2 pieces of 10 mil plastic - Provide two charts for each controller

• As-built record drawing mylars of irrigation plans

• Completed Irrigation Guarantee Statement

6. QUALIFICATION OF IRRIGATION PERSONNEL

- A. Contractor and on site field superintendent shall have the following minimum qualifications:

1. Not less than five years continuous experience in installation of commercial irrigation systems.

2. Upon Owner's request, supply a list of references listing successfully completed commercial irrigation systems.

7. GUARANTEE

- a. Submit written guarantee, in approved form, that all work showing defects in materials or workmanship will be repaired or replaced at no cost to the Builder or Developer contracted with the Landscape Contractor for a period of one (1) year from date of acceptance by the Irrigation Consultant.

b. The guarantee form shall be written onto the Contractor's letterhead and contain the following information. (Shown as an example only)

Guarantee for Irrigation System

We hereby guarantee that the irrigation system we have furnished and installed for City of Brea, is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse, or neglect expected. We agree to repair or replace any defects in material or workmanship which may develop during the period of one (1) year from date of acceptance and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the City of Brea. We shall make such repairs or replacements within a reasonable time, as determined by the City of Brea, after receipt of written notice. In the event of our failure to make such repairs or replacements within a reasonable time after receipt of such written notice from the City of Brea, we authorize them to proceed to have said repairs or replacements made at our expense and we will pay for the costs and charges therefore upon demand.

Project Name: _____ Owner: City of Brea

Landscape Architect: Land Concern

Tract Number(s) _____ Lot Number(s) _____

Signed: _____ Title: _____ Date of Signature: _____

Address: _____

PRODUCTS

1. GENERAL PIPING

- a. Contractor shall be aware of sources of water for each water meter as they may vary within the same project. Differing sources of water may be treated with colored piping system.

b. Domestic water pipe (Pressurized mainline and laterals) shall be extruded of an improved P. V. C. virgin pipe compound featuring high impact strength. Confirm to ASTM D-1784 or D-2241 to meet the requirements of cell classification 12454B for pipe. Compound shall have a 2,000 P. S. I. hydrostatic design stress rating. Pipe shall be white in color.

c. Pipe materials shall be used as follows:

1. Mainlines (pressurized) 1-1/2 inch and smaller downstream of backflow unit: Schedule 40 solvent-weld PVC, unless otherwise noted.

2. Mainlines (pressurized) 2 inch through 3 inch downstream of backflow unit: Class 315 solvent-weld PVC, unless otherwise noted.

3. Lateral lines: Schedule 40 solvent-weld PVC, 3/4 inch and above unless otherwise noted.

2. PLASTIC PIPE FITTINGS

- a. Solvent weld pipe, extruded of an improved PVC, virgin pipe compound featuring high impact strength. Confirm to ASTM D-1784 or D-2241 to meet the requirements of cell classification 12454B for pipe. Compound shall have a 2,000 P.S.I. hydrostatic design stress rating.

b. All pipe and fittings shall bear the following markings: Manufacturer's name, nominal pipe size, schedule or class, pressure rating P.S.I., NSF, and date of extrusion.

c. Make solvent cement joints for plastic pipe and fittings as prescribed by the manufacturer and shall be low-volatile.

d. All PVC, fittings shall be Schedule 40 PVC, and shall be injection molded of an approved PVC, fitting compound featuring high tensile strength, high chemical resistance, and high impact strength. Fittings shall conform to ASTM D-1784, and meet the requirements of cell classification 12454B. Where threads are required in plastic fittings, these shall be injection molded also.

Type: Spears, Lasco, or approved equal.

e. All threaded nipples shall be standard weight Schedule 80, with molded threads.

f. Nipples on pressurized mainline shall be Sch. 80 Thread One End (T.O.E.) with the threaded side attached to the FIPT device and the SLIP end attached to the pressure mainline with a SLIP coupling.

g. Use 3/4 inch size Teflon tape on all threaded ends.

3. REMOTE CONTROL VALVES

- a. Remote control valves shall be of the brand, size and type indicated on the irrigation plans.

b. The remote control valve shall be normally closed 24 VAC solenoid actuated globe pattern, spring loaded diaphragm type.

c. The valve shall be pressure rated up to 200 P.S.I.

d. The valve shall have a 600 pound test fabric reinforced rubber diaphragm assembly with self-cleaning stainless steel screen.

e. The body and bonnet shall be brass and the valve shall have a stainless steel control / shut-off stem and manual operator.

f. The valve shall provide for all internal parts to be removable from the top without disturbing the valve installation.

4. WIRE SPLICES

- a. Conductors shall be installed with no underground splices, unless absolutely necessary and unavoidable. Any and all underground splices that are required to be made, must be approved by the Architect, and shall be placed in a suitable type valve box for easy access.

5. LOW VOLTAGE CONTROL WIRING

- a. Connections between the controller and remote control valves shall be made with direct burial UF type wire, installed in accordance with valve manufacturer's wire chart and specifications.

b. Wire shall be soft drawn bare copper meeting the requirements of ASTM specification B-3 or B-8 10 C +60 C.

c. Wire shield shall be Polyvinyl chloride, 60 C rated conforming to UL Standards 493 and 83.

d. Shield shall be surface marked with Paige-Electric, voltage rating, size and type, and UL file number

e. All cables shall be tested physically and electrically in accordance with UL Standard 493, and 83 (paragraphs 28.1, 29.1 and 29.2). All reels and cartons shall bear UL labels

f. Wiring shall be installed adjacent to the mainline whenever possible and shall never be installed above or below the pipe.

g. Where more than one wire is placed in a trench, the wiring shall be taped together using black electrical tape at intervals of 10 feet.

Type: Type: Refer to Irrigation Legend

h. All splices shall be made using sealed waterproof connectors.

Type: Spears Dri-splice series

i. An expansion curl shall be provided at all directional changes. Expansion curls shall be sufficient length at each splice connection at each electric control valve, so that in case of repair, the valve bonnet may be brought to the surface without disconnecting the control wires.

j. Control wires shall be laid loosely in the trench without stress or stretching of control wire conductors. A two (2) foot expansion loop shall be located every 100 feet on continuous wire runs.

k. Sizing of the lead wire shall be in accordance with irrigation drawings and manufacturer's recommendations, in no case shall the thickness of the wire be less than #14 AWG.

l. Use continuous wire between controller and remote control valves. Under no circumstances shall splices exist without prior approval. Any splices allowed shall be installed in a labeled pull box.

m. All control wires shall be uniform in color. When more than one controller is installed use a different color wire for each controller.

n. All common wires and only common wires shall be white in color. When more than one controller is installed use white colored wire with a different color stripe for each controller. Color of the stripe shall match the color of the control wire.

6. VALVE BOXES

- a. Round valve boxes shall be 10 inch diameter x 10 inch high constructed of rigid polyolefin, chemically inert plastic, with 6 inch CL. 160 PVC, extension sleeves where required. Valve boxes shall have locking plastic covers.

b. Valve boxes and covers shall be green in color unless used with Recycled water where they shall be color coded purple and embossed with the required Recycled water warning statements. Heat brand box lid with the appropriate identification letters.

Type: Type: Refer to Irrigation Legend

- c. Identification letters or numbers shall be 2 inch high and heat branded onto the box cover. Identification shall be as indicated on the detail drawings.

d. Heat branding shall be accomplished using branding irons specifically designed for this purpose. Heat branding shall not weaken or in any way puncture the valve box cover.

e. Round valve boxes shall be used for shut off valves, quick coupler valves, drip system flush valves, and multiple outlet drip emitters.

f. Rectangular valve boxes shall be used for remote control valves, master control valves, drip control valves, drip pressure regulator / wye filter assemblies, flow sensors, basket strainers, and pull boxes.

7. SPRINKLER HEADS

- a. Full circle, part circle pressure regulating spray heads and built-in check valve sprinkler heads:

1. The sprinkler body, stem nozzle and screen shall be constructed of heavy duty plastic.

2. The sealing device shall create no more that one (1) PSI pressure drop at maximum rated pressure and flow.

3. The sprinkler shall have a strong stainless steel retract spring for positive pop-down. Pop-up height shall be as indicated on the irrigation drawings and no less than 6 inches.

4. The sprinkler shall have a screen under the nozzle to protect it from clogging and for easy removal for cleaning and flushing system.

5. The sprinkler shall be equipped with a built in pressure regulating device capable of regulating an inlet pressure of 35 - 70 PSI to 30 PSI for proper operation of the spray head. The pressure regulating device shall be constructed of stainless steel springs and heavy duty plastic parts.

6. Pop-up sprinklers shall be equipped with a built in anti-drain valve capable of holding water within the sprinkler head from up to 8 feet of elevation change. The check valve equipped pop-up sprinkler shall be identified on the cap as being so equipped.

7. The sprinkler shall have a matched precipitation rate high efficiency variable arc plastic nozzle with an adjusting screw capable of regulating the radius and flow.

Type: Pop-up: Rain Bird 1800-SAM-PRS series

8. Sub-Surface Drip Irrigation System

- a. Drip tubing shall be of nominal sized one-half inch low density, ultra-violet-resistant, linear polyethylene tubing with internal pressure-compensating, self cleaning, integral drippers with check valve feature at a specified interval. The low volume tubing shall be capable of a discharge rate of 0.60 gallons per hour (GPH) between operating pressures of 7 to 70 psi for each individual dripper. Dripper tubing shall be manufactured by Rainbird.

b. The individual self-cleaning, pressure-compensating, check valve type drippers shall be welded to the inside of the tubing wall.

c. Dripper spacing shall be 12 inches on center.

d. All insert barbed fittings shall be constructed of molded, ultra-violet-resistant, brown colored plastic having a nominal inside dimension (I.D.) of 0.57 inch (17 mm). Each fitting shall have a minimum of two ridges or barbs per outlet. All fittings shall be Rainbird and shall be available in one of the following end configuration:

1. barbed insert fittings.

2. male pipe threads (MPT) with barbed insert fittings or female pipe threads (FPT) with barbed insert fittings.

e. The check valve feature of the inline tubing shall be capable of holding 5 feet of water due to elevation change in the tubing layout. Tubing exceeding 5 feet in elevation change will require a separate header supply line with an independent inline check valve to ensure drainage of the system does not occur after valve operation is completed.

f. Non-pressure supply and exhaust headers shall be rigid, un-plasticized polyvinyl chloride PVC 1220, (Type 1, Grade 2), schedule 40 with schedule 40 PVC.

9. CHECK VALVES

- a. Provide check valves and/or anti-drain valves as may be required by the Irrigation Consultant to prevent drainage of irrigation water from sprinkler system due to changes in elevation.

b. Anti-drain valves shall be of heavy duty virgin PVC construction with F.I.P. thread inlet and outlet. Internal parts shall be stainless steel and neoprene. Anti-drain valve shall be field adjustable against drawout from 4 to 32 feet of head. Anti-drain valve shall be similar to the

Type: Refer to Irrigation Legend



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CIP #7936

IRRIGATION SPECIFICATIONS

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10. MISCELLANEOUS EQUIPMENT	a. Gravel: All gravel used in valve boxes shall be washed crushed gravel of approximately 3/4 inch size. No pea gravel shall be used.	
	b. Identification tags with numbers are required on all valves. Type: Christy Tags (yellow background with black lettering)	
	c. Swing Joint Assemblies: All sprinklers shall be installed with triple swing joints. Assembly shall be sized per the sprinkler inlet, with a 6 inch minimum lay length. 1/2 inch swing joints shall be made with marlex street ells. 3/4 inch and larger swing joints shall be made with Sch. 40 PVC street ells.	
EXECUTION		
1. INSPECTION SCHEDULE	a. Contractor is responsible for notifying the Irrigation Consultant 48 hours in advance for on-site meetings and observations.	
	b. As-built drawings must be submitted to the Irrigation Consultant for approval prior to site inspection; no inspection will commence without as-built drawing approval.	
	c. When performing the irrigation coverage test, the contractor shall be responsible for having a two-way communication system or sufficient personnel, so that the directions from the inspection area to the controller of the system can be readily accomplished.	
2. WATER SUPPLY	a. Utilize water meter and existing backflow prevention unit per the irrigation drawings and details.	
	b. Connections to the existing water meter shall be at the approximate locations shown on the drawings. Minor changes caused by actual site conditions shall be made without additional cost to Owner.	
	c. Any R.P. backflow prevention unit shall be tested by a certified backflow prevention technician and its operation certified in writing. Landscape Contractor is to arrange and pay for all testing and certification fees. The original written certification of the backflow prevention unit is to be submitted to the Irrigation Consultant.	
3. LAYOUT	a. Lay out irrigation heads and make any minor adjustments required due to differences between site and the drawings. Any such deviations in layout shall be within the intent of the original drawings and approved by the Irrigation Consultant.	
	b. Lay out all irrigation equipment using an approved staking method, and maintain the staking of approved layout.	
	c. All layouts in deviation of the design intent shall be approved by the Irrigation Consultant prior to equipment installation.	
	d. Before starting work on irrigation system, determine that work may proceed without disruption of activities of other trades.	
	e. The contractor shall carefully check grades to ensure that the area is safe to begin work.	
	f. Contractor is responsible for taking all reasonable investigative actions and precautions, when working around any utility system. Underground Service Alert shall be utilized where possible.	
	g. Contractor shall be responsible for verification of site conditions and minor revisions as approved by the Irrigation Consultant to insure 100 percent irrigation coverage in all areas.	
	4. ASSEMBLIES	
	a. Routing of irrigation lines as indicated on drawings is diagrammatic. Install lines (and various assemblies) to conform to details on plans. Whenever possible, place all irrigation gate valves, remote control valves, quick couplers, pull boxes, etc. in the shrub planting areas. Irrigation elements drawn in hardscape areas on the plans are for graphic clarity only and intended to be placed in shrub planting areas.	
	b. Do not install multiple assemblies on plastic lines. Provide each assembly with its own outlet.	
	c. Install all assemblies specified herein according to the respective detail drawings or specifications, using the best standard practices with prior approval.	
	d. Assemble brass pipe / fittings and plastic pipe / threaded fittings, using Teflon tape applied to the male threads only.	
	e. Install concrete thrust blocking per detail on all mainline with gasketed pipe.	
	5. LINE CLEARANCE	
	a. All lines shall have a minimum clearance of 4 inches from each other and 24 inches from lines of other trades.	
	b. Do not install parallel lines directly over one another.	
	6. TRENCHING	
	a. Dig trenches and support pipe continuously on bottom of trench. Lay pipe to an even grade. Pipe shall be snaked from side to side to allow for expansion and contraction. Trenching excavation shall follow layout indicated and as noted. Where lines occur under paved area, these dimensions shall be considered below sub-grade.	
	b. Provide the following minimum covers:	
	i. Pressure mainlines (Common area) 24 inches	
	ii. Non-pressure lines (Common area)12 inches	
	iii. Control wiring (Common areas) 24 inches	
	7. BACKFILLING	
	a. Initial backfill on all lines shall be of a fine granular material, not larger than 1/2 inch diameter.	
	b. Compact backfill to dry density equal to 95 percent compaction, conforming to adjacent grades without dips, sunken areas, humps, or other irregularities.	
	c. In appropriate types of soil, the Irrigation Consultant may authorize the use of flooding in lieu of tamping.	
	d. Under no circumstances shall vehicle wheels be used for compacting soil.	
	e. Provide sand backfill a minimum of 4 inches over and under all piping under paved areas, and a minimum of 2 inches on all other piping.	
	f. If settlement occurs and subsequent adjustments in pipe, valves, irrigation heads, turf or other plantings, or other construction are necessary, the contractor shall make all required adjustments without cost to the Owner.	
	8. FLUSHING THE SYSTEM	
	a. After all irrigation pipe lines and risers are in place and connected, and prior to installation of irrigation heads, the control valves shall be opened and a full head of water used to flush out the system.	
	b. Sprinkler heads shall be installed only after flushing of the system has been accomplished to the complete satisfaction of the Irrigation Consultant.	
	9. UNDER EXISTING AND/OR PROPOSED PAVEMENT:	
	a. Trenches located under areas where paving, asphaltic concrete or concrete will be installed shall be backfilled with sand and compacted in layers to 95 percent compaction, using manual or mechanical tamping devices. Trenches for piping shall be compacted to equal the compaction of the existing adjacent undisturbed soil and shall be left in flush with the adjoining grade. The irrigation contractor shall set in place, cap and pressure test all piping under paving prior to paving work.	
	b. Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. However, no hydraulic driving will be permitted under asphalt paving.	
	c. Provide a minimum cover of 18 inches between the top of the pipe and the bottom non-pressure piping (laterals) installed under asphaltic concrete paving.	
	d. Sleeves shall be two times the diameter of lateral line, mainline, and wire bundle size, and a minimum of 2 inch size. Install separate sleeves for each use.	
	e. Under public roads, all mainlines and lateral piping must have a minimum cover of 36 inches from the top of the pipe to the bottom of aggregate base or per local code.	
	f. Secure permission from the City before cutting or breaking existing pavement. All necessary repairs and replacements shall be approved by the Irrigation Consultant and Owner at no additional cost to the Owner.	
10. CONTROL VALVES	a. Install valves in planting areas and according to the construction details. Only one valve per box will be allowed.	
	b. Align valve boxes at right angles to adjacent hardscape whenever possible. Where several valve boxes are located in the same area, arrange them in a uniform and orderly fashion.	
	b. When grouped together, allow a minimum of 12 inches between valves. The valves shall be installed in valve boxes which will have enough room on all sides of the valves to allow repair personnel to completely reconstruct the valves without removing the valve box.	
11 IRRIGATION HEADS	a. Install irrigation heads as indicated on the irrigation drawings.	
	b. Spacing of heads shall not exceed the maximum indicated. In no case shall the spacing exceed the maximum recommended by the manufacturer.	
	c. Heads along curbs, walks, paving, etc., shall be placed 1/2 inch above finish grade.	
	d. Final sprinkler head heights shall be as indicated on the irrigation detail drawings. All sprinkler heads installed adjacent to hardscape features shall be located min. 3 inches off the edge of the hardscape feature for turf and 12 inches for shrub heads.	
	e. All irrigation heads shall be set perpendicular to finish grades unless otherwise indicated on the plans.	
	12. ADJUSTING THE SYSTEM	
	a. The contractor shall flush and adjust all irrigation heads and valves for optimum performance and to eliminate over spray onto walks, roadways, buildings, walls and other structures.	
	b. If it is determined that adjustments in the irrigation equipment or nozzle changes will provide proper and more adequate coverage, make all such changes or make arrangements with the manufacturer and Irrigation Consultant to have adjustments made, prior to any planting.	
	13. COVERAGE TEST	
	a. When the irrigation system is completed, perform a coverage test in the presence of the Irrigation Consultant and City representative to determine if the water coverage for turf, planting and slope areas is complete and adequate.	
	b. Coverage must be 100 percent head-to-head and accepted by the Irrigation Consultant.	
	c. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the plans or where the system has been willfully installed as indicated in the drawings, when it is obviously inadequate or inappropriate, without bringing this to the attention of the Irrigation Consultant.	
	d. This test shall be accomplished before any plant material is planted (excluding trees).	
	14. TESTS	
	a. All piping under paved areas shall be tested under a hydrostatic pressure of 150 PSI and approved watertight, prior to the paving operation. Make hydrostatic tests only in the presence of the Irrigation Consultant and Water District Inspector. No pipe shall be backfilled until it has been inspected, tested, and approved in writing. Allow 48 hours lead time for pressure testing inspections.	
	b. Furnish necessary force pump and all other test equipment.	
	c. Test all pressure mainlines under a hydrostatic pressure of 150 PSI for a period of four hours.	
	d. All testing shall be approved prior to the installation of remote control valves, quick couplers, or other valve assemblies.	
15. MAINTENANCE	a. The entire irrigation system shall be under full automatic operation for a period of seven days prior to any planting or hydroseeding (excluding trees).	
	16. COMPLETION CLEANING:	
	a. Upon completion of the work, make ground surface-level, remove excess materials, rubbish, debris, etc., and remove construction and installation equipment from the premises.	
END OF SECTION		
CITY OF BREA WATER CONSERVATION ORDINANCE CITY CODE		
SECTION 13.20.060		
PERMANENT WATER CONSERVATION REQUIREMENTS - PROHIBITION AGAINST WASTE) sets forth specific water requirements which the contractor must meet. Except as authorized below in this paragraph, Contractors shall avoid watering between the hours of 10:00 a.m. and 4:00 p.m. PST The City understands that during the construction of improvements involving landscaping there may be a need to water during the restricted time frame to test irrigation systems and during the establishment period when high temperatures, wind, and low humidity may create extenuating circumstances which may dictate an alternative watering schedule. The City will consider such circumstances as may be set forth in the Bid Package, or as they arise during construction and establishment period for plants and trees, if conditions warrant, based on a written request by contractor with supporting documentation. The Director of Public Works shall consider any request made during the construction period, and shall approve or deny the same within 7 working days. If no request is made, or a request is denied, the contractor must comply with the entirety of Section 13.20.060. It shall be the contractor's obligation to read, understand and comply with the restrictions of that Section. Among other requirements, Section 13.20.060 makes the following water conservation requirements permanent and mandatory:		
A.	Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited between the hours of 10:00 a.m. and 4:00 p.m. Pacific Standard Time on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.	
	B.	Watering or irrigating of lawn, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than fifteen (15) minutes watering per day per station. This subsection does not apply to landscape irrigation systems that exclusively use very low-flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour and weather based controllers or stream rotor sprinklers that meet a seventy percent (70%) efficiency standard.
		C.
Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.		
D.	Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than five (5) days of receiving notice from the city, is prohibited.	
	E.	Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device.



Know what's below.
Call before you dig.

REVISIONS									
REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

PREPARED UNDER THE SUPERVISION OF:

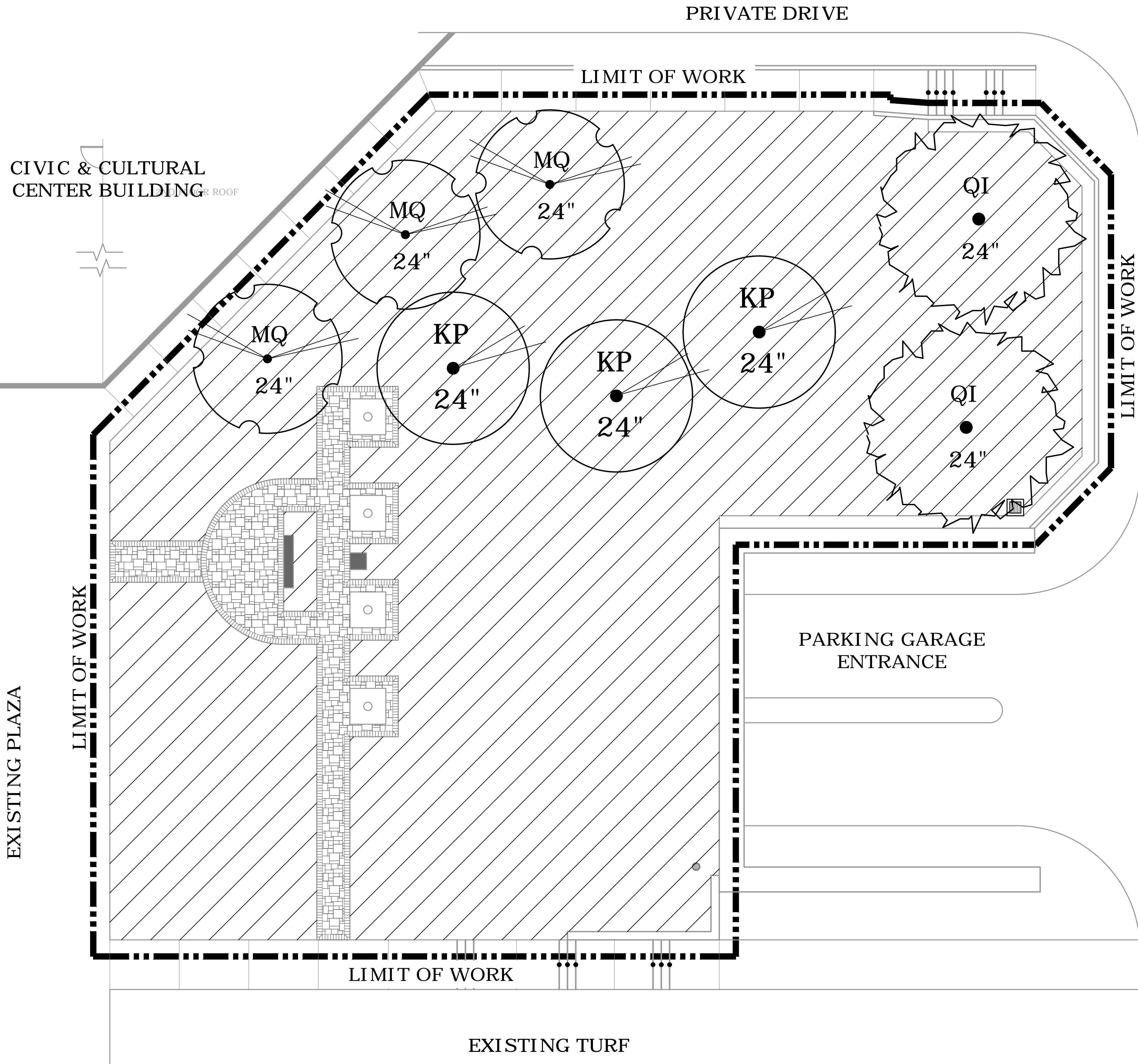


BREA CIVIC CENTER
LANDSCAPE IMPROVEMENTS
CIP #7936

IRRIGATION SPECIFICATIONS

SHEET
L-18

18
OF
25



GENERAL PLANTING NOTES

All boxed trees will be selected by the Landscape Architect. Contact Landscape Architect for name of wholesale nursery.

Any tree indicated on a plan should be considered diagrammatic. All local jurisdiction standards and specifications should be reviewed prior to planting.

The Contractor shall verify all plant material quality and quantities prior to installation. The Contractor shall be responsible for the continuous protection of all plant materials upon arrival to the site. All trees, shrubs, vines, and groundcovers shall be spotted under the direction of the Landscape Architect and Builder Representative.

The placement (spotting) of all plant material is to be reviewed in the field with the Landscape Architect prior to planting. Any tree or shrub that is planted without prior review may be subject to transplant if it is deemed to be in the wrong position.

The Landscape Contractor is responsible for the correct height of plant material above grade.

Adjustments to tree locations are to be made if there is a conflict with subsurface drain lines or storm drains.

All trees 24" box or larger are to be fine pruned after planting. Review in field with Landscape Architect.

Thirty (30) days after installation, all landscape areas shall be fertilized with a commercial grade fertilizer of 16-6-8 or approved equal, applied at the rate of 6 lbs. per 1000 sq. ft. Fertilizer application shall be continuous thereafter at monthly intervals.

During the last 30 days of maintenance, the Builder is responsible for obtaining as built, controller charts and watering schedules from his Landscape Contractor. Three copies are to be submitted to the master or sub association and Maintenance Contractor.

SOIL AMENDMENTS

This note is for "BID PURPOSE ONLY". Contractor shall be responsible for obtaining an agronomic soils report and soil amendment recommendations per agronomist.

If surface soil compaction has occurred, to extent possible, all areas to be landscaped should be cross ripped or otherwise tilled to a depth of 9-12 inches.

For turf and groundcover planting, the following amendments should be uniformly broadcast and thoroughly incorporated to a 6" depth by means of rototiller or equal:

- 6 cu. yds. Nitrogen stabilized organic amendment derived from redwood, fir or cedar sawdust.
- 15 lbs. 12-12-12 commercial fertilizer.
- 10 lbs. soil sulfur

Since soil sulfur is included in the pre-plant program, care should be taken in order to insure that all amendments are thoroughly incorporated to the depth specified. The backfill mix for use around the rootball of container grown trees and shrubs should be prepared as follows:

- 6 parts by volume on-site soil
- 4 parts by volume Nitrogen stabilized organic amendment
- 1 lb. 12-12-12 per cu. yd. of mix
- 2 lbs. Iron Sulfate per cu. yd. of mix

The above materials should be thoroughly blended prior to use for backfill purposes. The Iron Sulfate should not contact cement surfaces at any time, or severe staining will occur.

TREE TAG NOTE

All trees to be selected, tagged and spotted by the Landscape Architect. Contractor to bid Pacific Coast Nursery (PCN) prices for standardized bidding purposes. (951) 689-1777 Ext. 6

Landscape Architect will furnish a list of tree locations to the Contractor who is awarded the bid. Refer to general notes on the title sheet for further information.

QUANTITIES

Contractor to note that the quantities on legends and plant call-outs have been provided for quick reference only. It is recommended that the Contractor not rely on the accuracy of these quantities and provide their own plant material counts at the time of preparing bid. Any discrepancy in plant quantities and sizes should be brought to the immediate attention of the Landscape Architect.

ROOT BARRIER NOTE

All trees planted within 5'-0" of the hardscape areas (i.e. walls, sidewalks, buildings, structures, ect.) shall be planted with Deep Root '18" Universal Guide - UB 18-2'. Barrier shall be the length of the ultimate canopy of the tree.

Root barriers available from:
Deep Root Partners, LP
540 Washington Street
San Francisco, CA 94111
(800) 766-8835

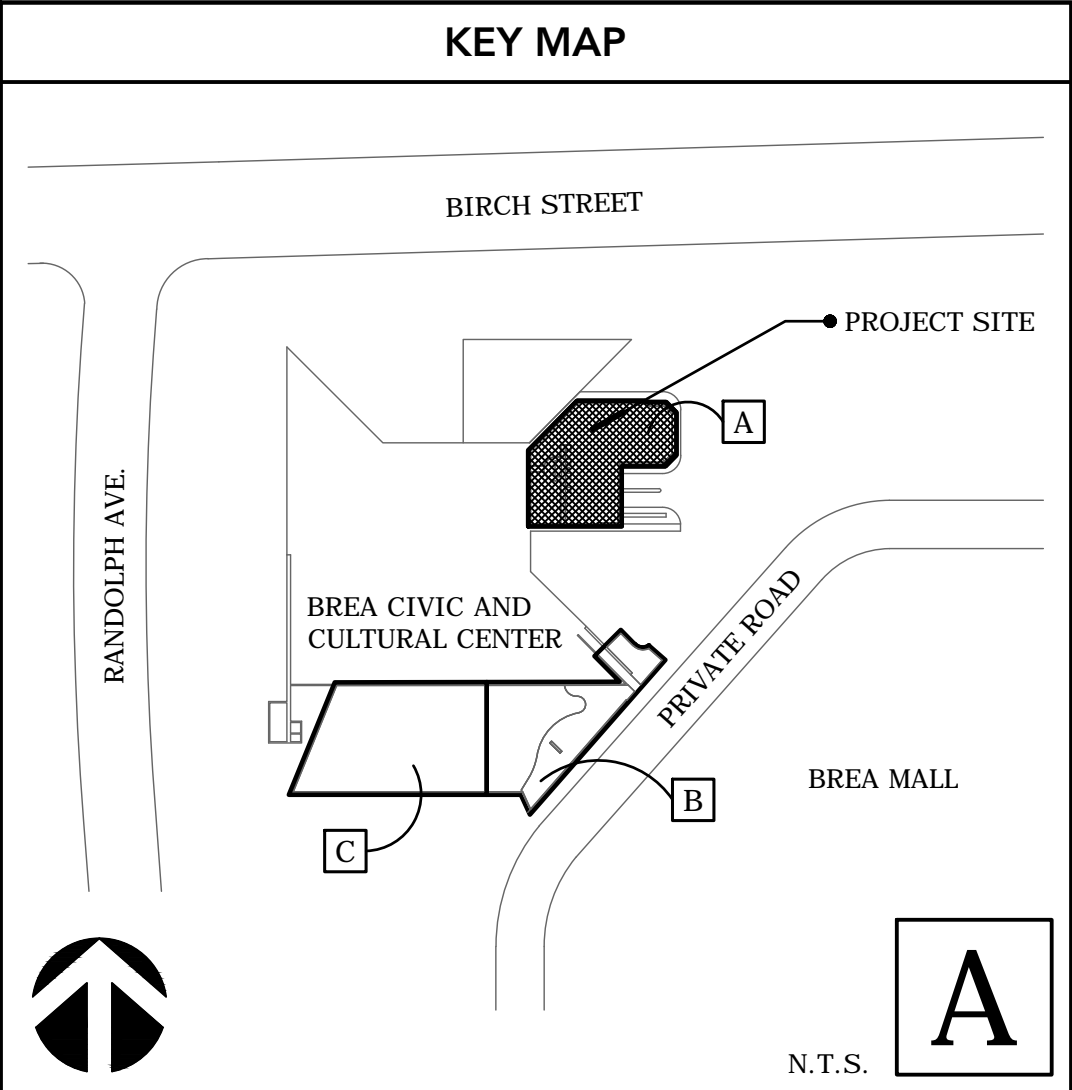
PLANTING LEGEND	
ESP.	Espaliered
GAL.	Gallon Container
G.C.	Ground Cover
HT.	Height
L.A.	Landscape Architect
L.C.	Landscape Contractor
MIN.	Minimum
M.T.	Multi-trunked
O.C.	On Center
RWD.	Redwood
S.L.A.	Selected by L.A.
SPEC.	Specimen
SP.	Spread
STD.	Standard

PLANTING KEY	
	• See Legend
	• Size of plant, gallon or box size
	• Quantity

GROUND COVER SCHEDULE			
SYMBOL	DESCRIPTION	NOTES	AVAIL.
	2" thick covering of Forest Floor Mulch in all flat (3:1 or less) planting areas. Slopes to receive 2" thick covering of mulch where specified on plan.	Contractor to send sample to Landscape Architect	R & S
Supplier list: R & S - R & S Soils Products - 23842 La Rosa Dr. Lake Forest, CA 92630 - Contact: Steve Carneal (949) 830-8882 K.R.C. - KRC ROCK - Contact paul mccaughy (760) 497-2459			

TREE SCHEDULE						
ABBR.	BOTANICAL NAME	COMMON NAME	SIZE	DESCRIPTION	NURSERY	WUCOLS
KP	Koeleruteria paniculata	Golden Rain Tree	24" Box	Standard	PCN	Low
MQ	Melaleuca quinquervia	Cajeput Tree	24" Box	Upright Multi.	PCN	Low
QI	Quercus ilex	Holly Oak	24" Box	Upright Multi.	PCN	Low

NURSERY CONTACT INFO:
P.C.N. - Pacific Coast Nursery - Contact Steve Adams @ (951) 689-1777
WUCOLS NOTE:
WUCOLS, Water Use Classification of Landscape Species, is a University of California Cooperative Extension publication and is a guide to the water needs of the landscape plants.

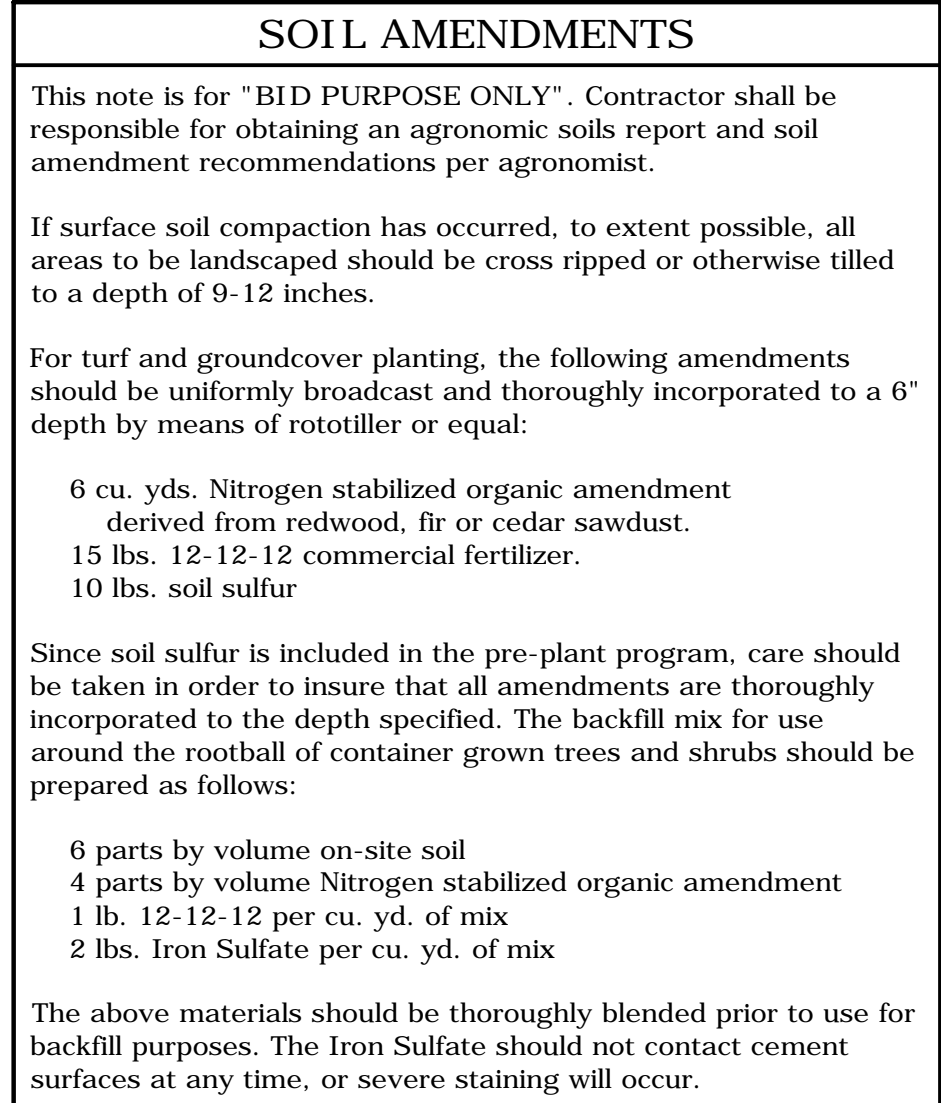


REVISIONS									
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**BREA CIVIC CENTER
LANDSCAPE IMPROVEMENTS
CIP #7936**

TREE PLANTING PLANS



KEY MAP

BIRCH STREET

RANDOLPH AVE.

BREA CIVIC AND CULTURAL CENTER

PRIVATE ROAD

BREA MALL

PROJECT SITE

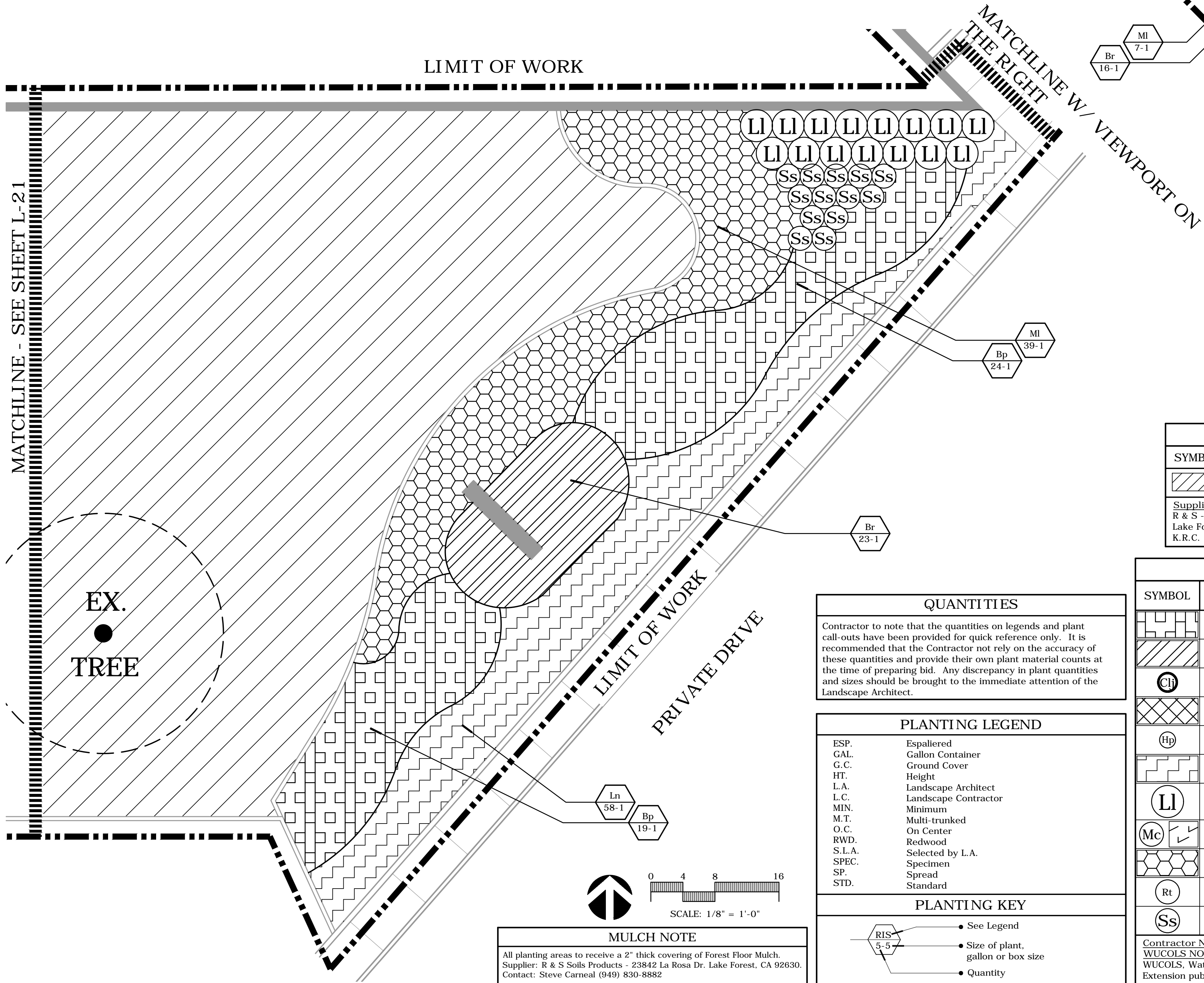
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B

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N.T.S.

A



GENERAL PLANTING NOTES

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The placement (spotting) of all plant material is to be reviewed in the field with the Landscape Architect prior to planting. Any tree or shrub that is planted without prior review may be subject to transplant if it is deemed to be in the wrong position.

The Landscape Contractor is responsible for the correct height of plant material above grade.

Adjustments to tree locations are to be made if there is a conflict with subsurface drain lines or storm drains.

All trees 24" box or larger are to be fine pruned after planting. Review in field with Landscape Architect.

Thirty (30) days after installation, all landscape areas shall be fertilized with a commercial grade fertilizer of 16-6-8 or approved equal, applied at the rate of 6 lbs. per 1000 sq. ft. Fertilizer application shall be continuous thereafter at monthly intervals.

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If surface soil compaction has occurred, to extent possible, all areas to be landscaped should be cross ripped or otherwise tilled to a depth of 9-12 inches.

For turf and groundcover planting, the following amendments should be uniformly broadcast and thoroughly incorporated to a 6" depth by means of rototiller or equal:

- 6 cu. yds. Nitrogen stabilized organic amendment derived from redwood, fir or cedar sawdust.
- 15 lbs. 12-12-12 commercial fertilizer.
- 10 lbs. soil sulfur

Since soil sulfur is included in the pre-plant program, care should be taken in order to insure that all amendments are thoroughly incorporated to the depth specified. The backfill mix for use around the rootball of container grown trees and shrubs should be prepared as follows:

- 6 parts by volume on-site soil
- 4 parts by volume Nitrogen stabilized organic amendment
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- 2 lbs. Iron Sulfate per cu. yd. of mix

The above materials should be thoroughly blended prior to use for backfill purposes. The Iron Sulfate should not contact cement surfaces at any time, or severe staining will occur.

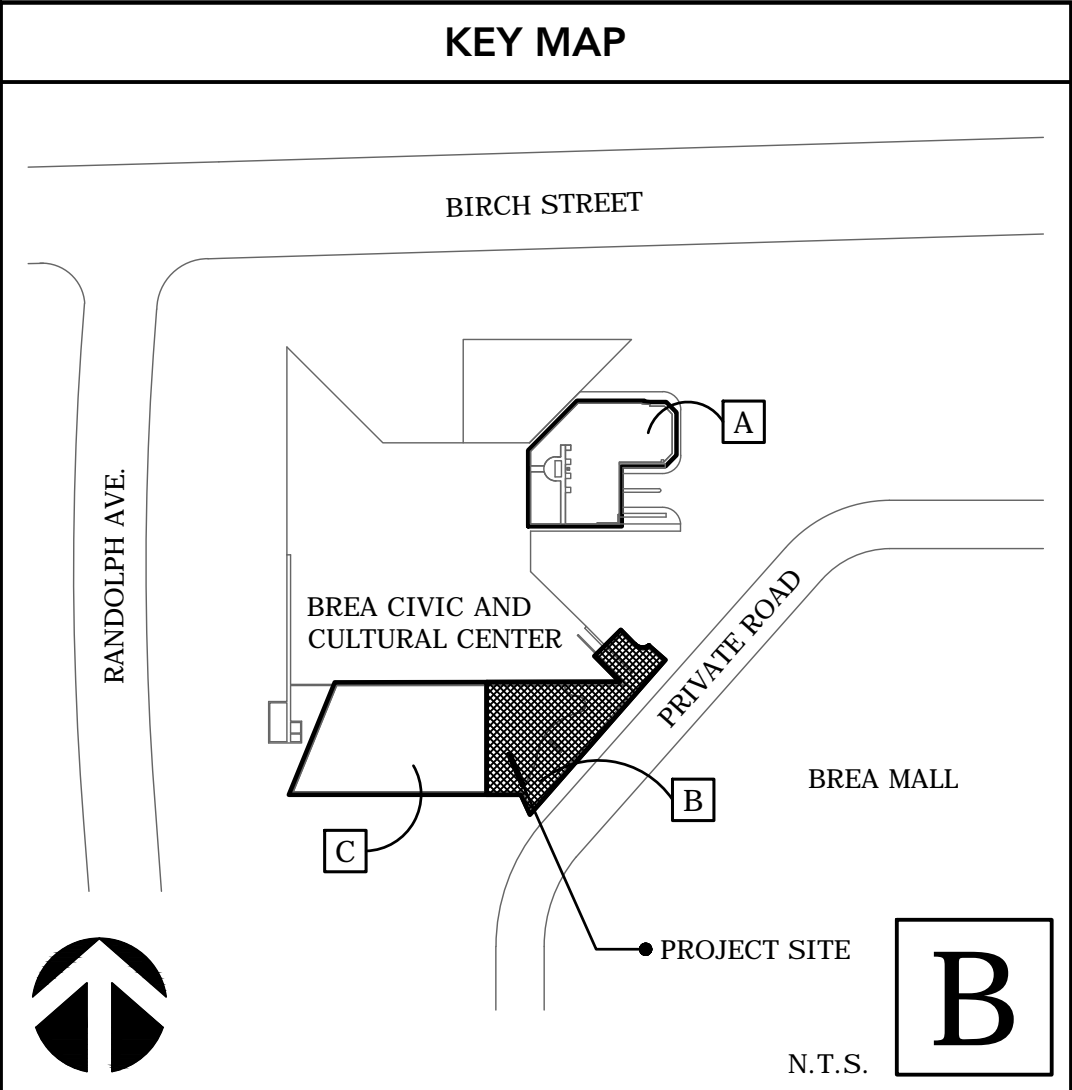
GROUND COVER SCHEDULE			
SYMBOL	DESCRIPTION	NOTES	AVAIL.
	2" thick covering of Forest Floor Mulch in all flat (3:1 or less) planting areas. Slopes to receive 2" thick covering of mulch where specified on plan.	Contractor to send sample to Landscape Architect	R & S
Supplier list: R & S - R & S Soils Products - 23842 La Rosa Dr. Lake Forest, CA 92630 - Contact: Steve Carneal (949) 830-8882 K.R.C. - KRC ROCK - Contact paul mccaughy (760) 497-2459			

SHRUB SCHEDULE						
SYMBOL	ABBR.	BOTANICAL NAME	COMMON NAME	SIZE	O.C. SPACING	WUCOLS
	Bp	Baccharis pilularis 'Pigeon Point'	Dwarf Coyote Brush	1 gal.	5 ft.	Low
	Br	Bougainvillea 'Raspberry Ice'	Bougainvillea	1 gal.	4 ft.	Low
	Clj	Callistemon 'Little John'	Dwarf Bottle Brush	5 gal.	2.5 ft.	Low
	Ek	Erigeron karvinskianus	Santa Barbara Daisy	1 gal.	3 ft.	Low
	H	Hesperaloe parviflora 'Brakelights'	Mountain States Red Yucca	1 gal.	2.5 ft.	Very Low
	Ln	Lantana 'New Gold'	Lantana	1 gal.	4 ft.	Low
	Li	Leonotis leonurus	Lion's Tale	5 gal.	4 ft.	Low
	Mc	Muhlenbergia capillaris 'Pink Muhly'	Pink Muhly Grass	5 gal.	3 ft.	Low
	Mi	Muhlenbergia lindheimeri	Lindheimer Muhly	1 gal.	5 ft. o.c.	Low
	Rt	Rosmarinus officinalis 'Tuscan Blue'	Blue Rosemary	15 gal.	3 ft.	Low
	Ss	Salvia leucantha 'Santa Barbara'	Santa Barbara Sage	1 gal.	3 ft.	Low
Contractor Note: All shrubs to be planted at designated spacing as shown in legend. WUCOLS NOTE: WUCOLS, Water Use Classification of Landscape Species, is a University of California Cooperative Extension publication and is a guide to the water needs of the landscape plants.						

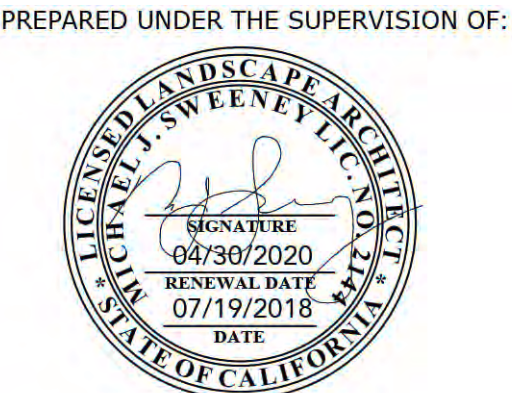
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PLANTING LEGEND	
ESP.	Espaliered
GAL.	Gallon Container
G.C.	Ground Cover
HT.	Height
L.A.	Landscape Architect
L.C.	Landscape Contractor
MIN.	Minimum
M.T.	Multi-trunked
O.C.	On Center
RWD.	Redwood
S.L.A.	Selected by L.A.
SPEC.	Specimen
SP.	Spread
STD.	Standard
PLANTING KEY	
	See Legend
	Size of plant, gallon or box size
	Quantity

MULCH NOTE

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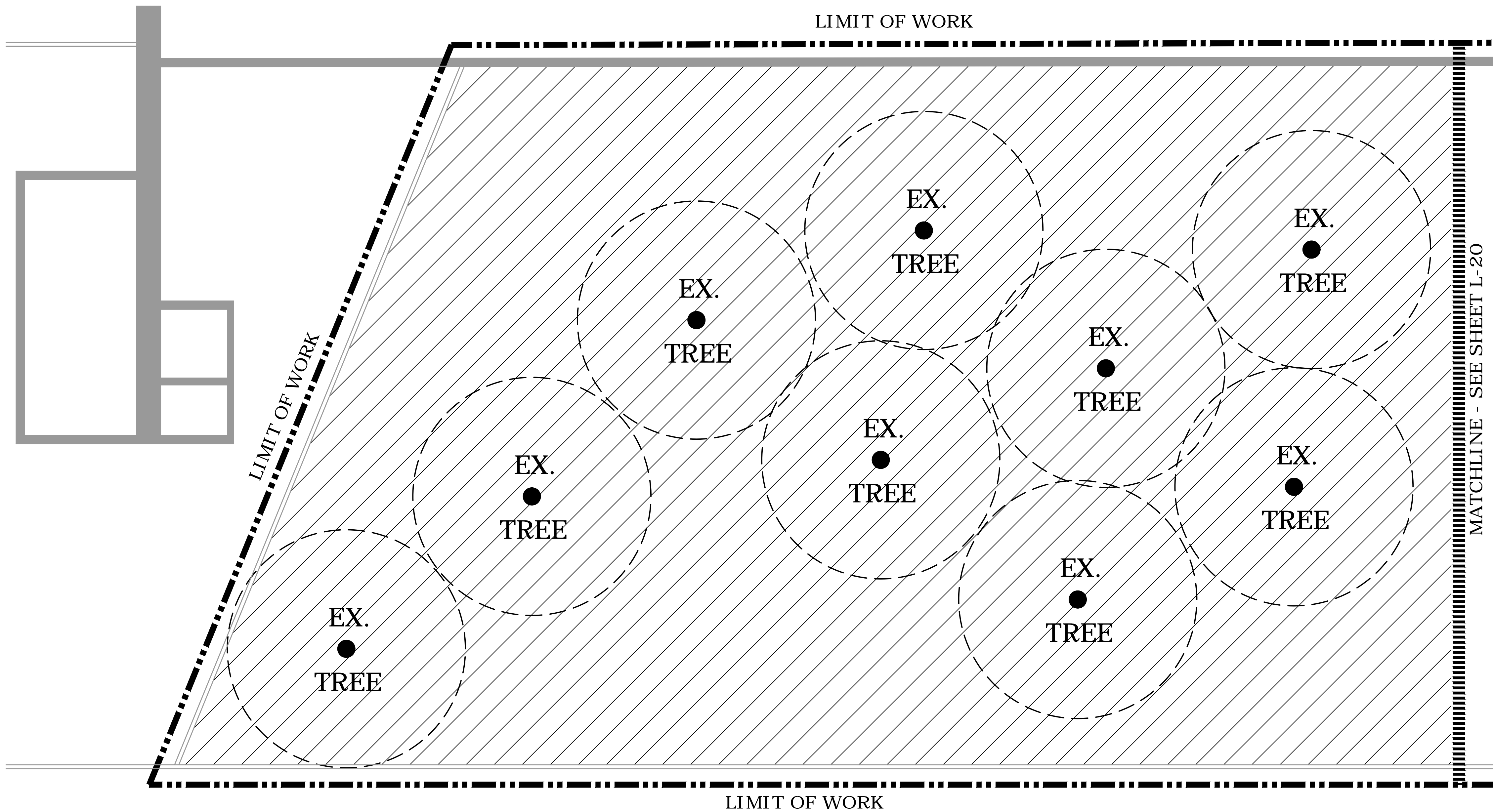
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**BREA CIVIC CENTER
LANDSCAPE IMPROVEMENTS
CIP #7936**

SHRUB PLAN

SHEET
L-21
21
OF
25



GENERAL PLANTING NOTES

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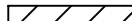
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Contact: Steve Carneal (949) 830-8882

GROUND COVER SCHEDULE			
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QUANTITIES

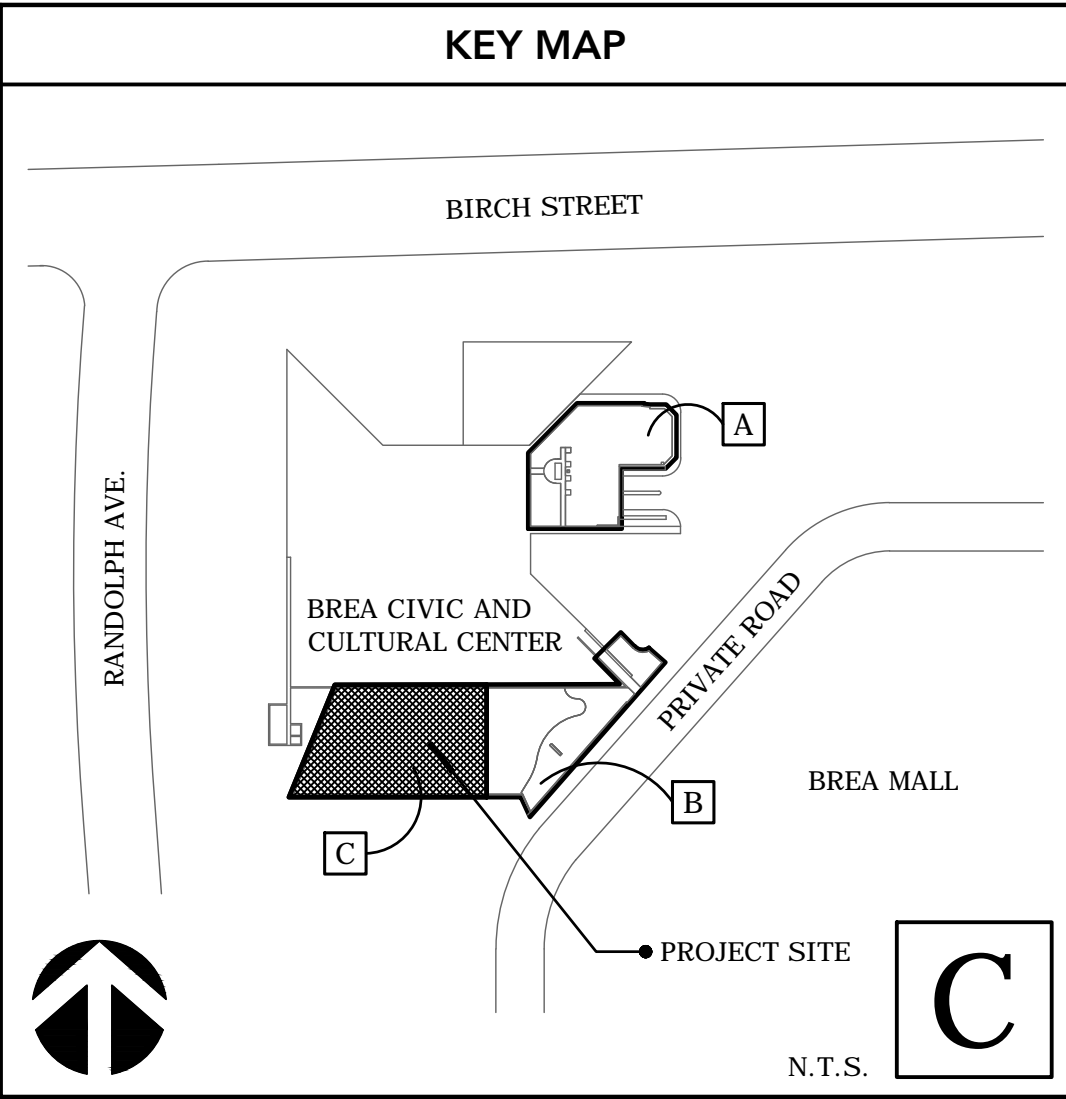
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PLANTING LEGEND

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GAL.	Gallon Container
G.C.	Ground Cover
HT.	Height
L.A.	Landscape Architect
L.C.	Landscape Contractor
MIN.	Minimum
M.T.	Multi-trunked
O.C.	On Center
RWD.	Redwood
S.L.A.	Selected by L.A.
SPEC.	Specimen
SP.	Spread
STD.	Standard

PLANTING KEY

- See Legend
- Size of plant, gallon or box size
- Quantity



REVISIONS							
REV.	DATE	BY	DESCRIPTION			APP'VD	

PREPARED UNDER THE SUPERVISION OF: " "

**BREA CIVIC CENTER
LANDSCAPE IMPROVEMENTS
CIP #7936**

SHRUB PLAN

SHEET
L-22
22
OF
25

CONCRETE

1. SCOPE

Furnish and install all concrete work complete as indicated on the drawings and specified including:

- A. Furnish and set all reinforcing steel, bolts, and anchors.
B. Install all items required by other trades which are to be cast into concrete.
C. Concrete mow strips, footings for: walls, fencing, benches, etc., where applicable.

2. GENERAL

All requirements of subsection 3.3.1, standard specifications for Public Works construction, shall apply except as specified herein.

3. MATERIALS

- A. Portland cement shall conform to ASTM-C150, Type IV.
B. Concrete aggregate shall conform to ASTM-C33.
C. Water shall be clean, free from strong acids, alkali, oil or organic matter.
D. Add mixture for all formed concrete shall be Sika Chemical Corp's "Plastiment," or approved equal, applied in strict accordance with manufacturer's directions.
E. Reinforcement: Reinforcing steel ASTM-A615/A615M-08A
Wire fabric: ASTM-A185.
F. Form
1. Lumber shall be "Construction Grade," Douglas Fir.
2. Plywood for forming of concrete which is exposed shall be plyform. All plywood used for forming shall be at least 5/8-inch thick and edge sealed.
G. Expansion joint filler shall conform with ASTM-D1751 (premolded).

4. CONCRETE

- A. Quality
1. The Contractor shall assume responsibility for all the design mix and shall guarantee the specified ultimate strength as indicated or specified herein.
2. Concrete, to be type V and the minimum 28 day ultimate strength shall be 4,500 psi. This is to be verified by the project soil engineer.
3. Ready-mixed concrete shall conform to ASTM-C94.
B. Proportions and Consistency
1. The proportions of aggregate to cement shall provide a dense mixture which will readily work into all corners of the forms and around all reinforcements without any segregation of the materials, cause excess free water to collect on the surface or cause excessive bleeding of the forms.
2. The recommended practices of the American Concrete Institute shall be followed in all applicable procedures. The maximum slump shall not exceed 3 inches for footings, slabs ongrade, and mass concrete; 5 inches for foundation walls.
C. Control
The concrete quality, proportions, consistency, etc., is subject to the approval of the Owner, and no changes shall be made without his prior written approval.

5. FORM WORK

- A. Forms for concrete work shall be either metal or wood. Forms that are warped or that do not have a smooth straight upper edge shall not be used. Forms shall be set with the upper edge of the board true to line and grade and shall be staked rigidly in place with stakes set not more than four feet (4') apart so as to remain immovable throughout the construction. All forms shall be approved by County within a tolerance of one percent (1%). All materials shall be accurately and separately weighed and mixing shall continue until the distribution of materials is uniform and the mass of concrete is homogeneous.
B. Two and one-half (2-1/2) gallons of water per cubic yard, shall be withheld from the mix at the plant, and all or a portion may be added to the mix at the job site as directed by the Inspector. The concrete shall be mixed at least 5 minutes after such water is added and not less than 3 minutes of the time shall be immediately prior to the discharge of the batch. Total mixing time after adding original water shall be at least 15 minutes.
C. Concrete which is not placed within 90 minutes after the introduction of cement and water, and concrete which has stood for 30 minutes after leaving the mixer, shall not be used.

6. CONVEYING AND PLACING

- A. Before pouring, all forms shall be thoroughly cleaned and made tight. The bottom of trenches shall be wet down before pouring footings; earth shall not be muddy at the time of pouring. Concrete shall not be placed until reinforcements, rough hardware, and forms are approved by Owner, Landscape Architect, and appropriate government agency.
B. Before depositing new concrete against old concrete, all laitance shall be removed and the surfaces roughened to expose the embedded aggregate. The surfaces shall then be covered with cement grout, using the specified mix with 1/2 of the course aggregate omitted, 1-1/2 inches thick.
C. Conveying and placing of concrete shall be done so as to prevent separation of ingredients, and in no case shall the free fall exceed 6 feet. Tremies shall be used as required. Surfaces of concrete shall be kept reasonably level, with a minimum amount of concrete being allowed to flow after being placed. Placing shall be performed as a continuous until each section is completed.

7. GROUT

- A. Grout shall be composed of one part Portland Cement and two parts of fine aggregate by volume. Materials shall be mixed dry and water added just sufficient to make the mixture flow under its own weight.
B. For dry tamp cement grout, a minimum of water shall be added to the mix so that when set sample is squeezed hard in the hand, surface moisture, but no free water shall appear on the sample. Do not mix more than can be used in 30 minutes.

8. CURING AND PROTECTION

- A. All exposed surfaces of concrete shall be protected from damage due to temperature, elements, and construction operations.
B. Curing
1. All exposed surfaces of concrete shall be protected from premature drying, and freshly placed concrete shall be protected against wash by rain. All concrete shall be kept wet for a period of ten days after placing. In order that curing water may reach both surfaces of walls, the forms shall be loosened and water shall be poured over the tops of the walls and allowed to run down between the concrete and the forms.
2. All liquid curing compounds shall be used in accordance with the manufacturer's recommendations and shall not be used on surfaces receiving concrete hardener.

9. DEFECTIVE CONCRETE

- A. Concrete which is not in accordance with these specifications, out of line, level or plumb; showing structure cracks, rock pockets and honeycombing shall be patched with dry pack concrete.

CONCRETE (Continued)

- B. All fins and irregularities shall be removed from exposed concrete surfaces while the concrete is still green. Where patching is required, all loose and uniform concrete shall be removed prior to patching. Minor rock pockets and onof honeycoming shall be patched with dry pack concrete.

10. CONCRETE FINISHES

- A. Flat surfaces shall be screeded to the required levels and slopes and then any excess water and laitance removed. Concrete shall be compacted with a grid tamper and then floated to a true and level surface within the tolerance of 1/8 inch along a 10-inch straight edge.
B. See plans for concrete finish in landscape areas.

11. EXPANSION JOINTS

Placement of expansion joints shall be as directed and determined by layouts of slab markings noted "E.J." on drawings. Expansion joint materials shall be Poly Foam and the joint is to be caulked to match the paving.

12. PROTECTION

All finished concrete work shall be barricade to pedestrian traffic for three (3) days. Barricades shall be placed immediately after concrete finishing. Contractor shall furnish, place, and remove all of his own barricades. Contractor shall be responsible for any damage to new construction, and replacement or repair of the work shall be made without added cost to Owner.

13. PATCHING

If patching is necessary and permissible, a bonding agent such as Weld-Crete, or equal, shall be used.

14. CONCRETE CURBS

Construct concrete curbs at locations shown on plans as detailed, true to line and grade, as approved by the local County or City. Use natural grey Portland cement concrete, 2,000psi compressive strength. Locate expansion joints as detailed or shown, and as directed, at intervals not to exceed fifteen feet (15'). Finish with steel trowel, then brush with bristle brush parallel to face or edge.

15. CLEAN UP

Upon completion of all concrete work and before final acceptance, Contractor shall remove all tools, surplus materials, apparatus, debris, etc., from the site and the site shall be left in a clean, neat condition acceptable to Owner.

LANDSCAPE CONSTRUCTION

1. SCOPE OF WORK

The work of this section includes all labor, materials, and equipment required to complete work indicated on the drawings. The work shall be performed in accordance with the best standards of practice relating to the various trades and under the continuous supervision of a competent foreman, capable of interpreting the drawings and these specifications. The work included in the section is as follows:

Finish Grading for Planting, Soil Preparation.
Fertilization, Planting, including lawn, Maintenance, Inspection and Certifications,
Guarantees, Cleanups, Staking, Guying and Espallering and Miscellaneous Allowances.

2. APPROVALS

- A. All sprinkler work shall be inspected and approved prior to the start of any work in this section.
B. Prior to excavation for planting or placing of stakes, locate all utilities, electric cables, conduits, sprinkler lines, heads, valves and valve control wires, and all utility lines so that proper precautions may be taken not to damage such improvements. In the event of a conflict between such lines and plant locations, promptly notify the Landscape Architect who shall arrange for relocation for one or the other. Failure to follow this procedure places upon the Contractor the responsibility for, at his own expense, making any and all repairs for damages resulting from work thereunder

3. QUANTITIES AND TYPES:

Plant materials shall be furnished in the quantities and/or spacing as shown or noted for each locations, and shall be of the species, kinds, sizes, etc., as symbolized and/or described in the "Plant Legend" as indicated on the drawings. The Landscape Architect has prepared this list only as a convenience to the Contractor and assumes no responsibility for its accuracy. The Landscape Contractor is to verify all sizes and quantities.

4. VERIFICATION OF DIMENSIONS AND QUANTITIES:

All scaled dimensions are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the Landscape Architect and Owner of any discrepancy between the drawings and/or specifications and actual conditions. No work shall be done in any area where there is such a discrepancy until approval for the same has been given by the Landscape Architect and Owner.

5. INSPECTION

- A. All inspections shall be made by the Landscape Architect and the Owner. The Contractor shall request inspection at least two (2) days in advance of the time inspection is required.
B. Inspection will be required for the following parts of the work:
1. During finish grading and soil preparation.
2. Plants, after delivery to site prior to planting.
3. When vines, shrubs, and trees are spotted for planting, but holes are not excavated.
4. Specimen trees at source, before delivery.
5. Lawn areas prior to planting.
6. Planting areas prior to planting.
7. All landscape construction items, prior to the start of the calendar day maintenance period (final observation).
8. At completion of calendar day maintenance period (final maintenance observation).
9. Inspection reports shall be made for each observation by the Landscape Architect and one copy shall be submitted to the Owner and the Contractor.

6. CERTIFICATION

- A. Prior to job acceptance, written certifications shall be submitted to the Landscape Architect, for the following:
1. Quantity and quality of commercial fertilizer and organic fertilizer.
2. Quantity and quality of all soil amendments called for by plans and specifications.

LANDSCAPE CONSTRUCTION (Continued)

7. MATERIALS

- A. Plant materials indicated on the drawings and herein specified, shall conform to the following:
1. Nomenclature: Plant names indicated or listed in the "Plant Legend" on the drawings, conform to "Standard Plant Names" established by the American Joint Committee On Horticulture. Except for names covered therein, the established custom of the nursery is followed.
2. Condition: Plants shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests, insect eggs and any objectionable disfigurements and shall have healthy, normal root systems, well filling their containers, but not to the point of being root bound. Plants shall not be pruned prior to delivery, except as authorized by the Landscape Architect, or his representative. In no case shall trees be opened before delivery.
3. Dimension: The height and spread of all plant material shall be measured with branches in their normal position and shall be as indicated on the drawings. The caliper of all trees shall be measured four feet (4'-0") above the surface of the ground. Where caliper or other dimensions of any plant material are omitted from the "Plant Legend," it shall be understood that these plant materials shall be normal stock for type listed.
4. Nursery Care: All plants shall be grown using recognized horticultural practices. Proper fertilization, staking, and spraying shall be done accordingly. All nurseries providing plant material shall be in compliance with all applicable federal, state and county programs.
5. Inspection: All plant materials must have been previously inspected at the nursery, and shall be subject to the inspection and approval of the Landscape Architect before planting.
6. Plant List: As indicated on drawings.
7. Sizes of Plants: Shall be as stated on the plan. Container stock (1-gallon, 5-gallon, and 15-gallon) shall have been grown in containers for at least one (1) year, but not over two years.
8. Substitutions: Substitutions for the indicated plant materials will be permitted provided the substitute materials are approved in advance by the Landscape Architect and the substitutions are made at no cost to the Owner. Except for the variations so authorized, all substitute plant materials shall conform to the requirements of these specifications. If the accepted substitute materials are of less value than those indicated or specified, the contract price will be adjusted in accordance with the provisions of the contract.
9. Plants Not Approved: Plants not approved are to be removed from site immediately and replaced with suitable plants. The Landscape Architect and/or Owner reserves the right to reject entire lots of plants represented by defective samples.

8. FERTILIZERS AND SOIL CONDITIONERS:

- A. This note is for "BID PURPOSE ONLY". Contractor shall be responsible for obtaining an agronomic soils report and soil amendment recommendations per agronomist.
1. If surface soil compaction has occurred, to extent possible, all areas to be landscaped should be cross ripped or otherwise tilled to a depth of 9-12 inches.
2. For turf and groundcover planting, the following amendments should be uniformly broadcast and thoroughly incorporated to a 6" depth by means of rototiller or equal:
6 cu. yds. Nitrogen stabilized organic amendment
derived from redwood, fir or cedar sawdust.
15 lbs. 12-12-12 commercial fertilizer.
10 lbs. soil sulfur
3. Since soil sulfur is included in the pre-plant program, care should be taken in order to insure that all amendments are thoroughly incorporated to the depth specified. The backfill mix for use around the rootball of container grown trees and shrubs should be prepared as follows:
6 parts by volume on-site soil
4 parts by volume Nitrogen stabilized organic amendment
1 lb. 12-12-12 per cu. yd. of mix
2 lbs. Iron Sulfate per cu. yd. of mix
4. The above materials should be thoroughly blended prior to use for backfill purposes. The Iron Sulfate should not contact cement surfaces at any time, or severe staining will occur.
5. Commercial fertilizer added to backfill mix shall be Agriform 21 gram tablets (22-10-5). Refer to planting plans for the quantities used per plants.

9. GRADING AND SOIL PREPARATION:

- A. Contractor is to finish grade to within 1/10th of 1 foot or 1" below paving where paving exists.
B. Moisture Content: The soil shall not be worked when the moisture content is so great that excessive compaction will occur, not when it is so dry that dust will form in the air or that clods will not break readily. Water shall be applied if necessary to provide ideal moisture content for tilling and for planting herein specified.
C. Preliminary Grading: Preliminary grading shall be done in such a manner to anticipate the finish grading. Excess soil shall be removed or redistributed before application of fertilizer and mulch. Where soil is to be replaced by plants and mulch, allowance shall be made so that when finish grading has begun, there shall be no deficiency in the specified depth of mulched planting beds.
D. Weeding: Before and during preliminary and finish grading, weeds and grasses shall be dug out by the roots and disposed of off the site (except those weeds and grasses not of the perennial type, less than 2-1/2" and not bearing seeds, which may be turned under). Oats more than 2-1/2" high and not bearing seeds may be turned under. Perennial weeds and grasses to be removed include, but are not limited to, the following:

Nut Grass	Puncture Vine	Dallas Grass	Mustard Plant
St. Augustine Grass		Alfalfa	Johnson Grass
Wire Weed		Morning Glory	

E. All planting areas shall be scarified to a depth of 12 inches below grade with the spacing of the ripper teeth no greater than 12 inches on center prior to placing conditioners and fertilizers. All rocks and debris more than 2" in diameter shall be removed from the site.
F. Trenches: If sprinkler system is installed after grading and fertilizing is completed, the upper portion of the back fill shall be retilled and fertilized to the depth specified for the area required to conform to the specifications.

10. FINISH GRADING

When preliminary grading, including weeding and fertilizing, has been completed and the soil has dried sufficiently to be readily worked, all lawn and planting areas shall be graded to the elevations indicated on the drawings. Grades not otherwise indicated shall be uniform levels or slopes between points where elevations are given. Minor adjustments of finish grades shall be made at the direction of the Landscape Architect, if required.
Finish grade shall be smooth, even, and uniform plane without abrupt change of surface. Soil areas adjacent to buildings to allow a natural run-off of water, and surface drainage shall be directed as indicated on drawings by remodeling surfaces to facilitate the natural "run-off" of water. Low spots and pockets shall be one inch (1") below grade of adjacent pavement of any kind. Grading shall be done when soil is at optimum moisture content for working.



Know what's below.
Call before you dig.

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

PREPARED UNDER THE SUPERVISION OF:



BREA CIVIC CENTER
LANDSCAPE IMPROVEMENTS
CIP #7936
SPECIFICATIONS

SHEET
L-24

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OF
25

LANDSCAPE CONSTRUCTION (Continued)

11. METHOD OF PLANTING AND WORK PROCEDURE
- A. No planting shall be done until all operations in conjunction with the installation of the sprinkler system have been completed, final grades have been established, the planting areas have been properly graded and prepared as herein specified, and the work approved by the Landscape Architect.
- B. The relative position of all trees and plants is subject to approval by the Landscape Architect and Owner, and they shall if necessary, be relocated as directed as part of the Contract.
- C. All plants shall be removed from their containers and set so that, when settled, they bear the same relation to the required grade that they bore to the natural grade before being transplanted. Each plant shall be planted in the center of the pit and backfilled unless otherwise specified, with the prepared soil. No soil in muddy condition shall be used for backfilling. No filling will be permitted around trunks or stems. All broken or frayed roots shall be properly cut off.
- D. The Landscape Architect and/or Owner shall inspect the placing and planting of all plant materials.
- E. In the event that underground construction work or obstructions are encountered in the planting operation, alternate locations for plant material will be selected by the Landscape Architect and Owner, operation will be at no extra cost to the Owner.
12. PLANTING VINE, SHRUBS AND GROUNDCOVERS
- A. Vines and shrubs shall be planted in pits as indicated by the following site conditions:
- i. Vines and shrubs in flat areas: The width of the planting pit shall be one and one half times the width of the rootball. The depth of the planting pit shall be the depth of the rootball plus six inches.
- ii. Vines and shrubs on slopes: The width of the planting pit shall be the width of the rootball. The depth of the planting pit shall be the depth of the rootball plus six inches.
- Compacted soil at bottom of pit shall be loosened and the pit filled with "prepared soil" to the bottom of the ball. When the plant has been properly set, the pit shall be filled to the required grade with "prepared soil" and thoroughly settled by tamping and watering. All vines shall be removed from stakes, united, and securely fastened in the approved manner to the wall, fence or other surface next to which they are planted.
13. CARE OF PLANTS BEFORE AND DURING PLANTING
- Plants shall not be allowed to dry out before or while being planted. Keep exposed roots moist by means of wet sawdust, peat moss, or burlap at all times during planting operations. Do not expose roots to the air except while being placed in the ground. Wilted plants, whether in place or not, will not be accepted and shall be replaced at the Contractor's expense.
14. WATERING
- A. Immediately after planting, water shall be applied to each tree by means of a hose. The water shall be applied on a moderate stream in the planting holes until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.
- B. Plants which cannot be watered efficiently with the existing water system shall be watered by means of a hose.
- C. Apply water in sufficient quantities, and as often as seasonal conditions require, to keep the ground wet at all times, well below the root system of grass and planting. Care is to be taken in watering slopes so as not to cause erosion damage.
- D. Following the planting of ground cover plants furnished in flats, each plant shall be immediately and thoroughly watered by means of a hose with a slow-running stream of water.
15. CERTIFICATES
- In addition to any other certificates specified, the Contractor shall furnish a certificate with each delivery of bulk material, stating the source, quantity, any type of material and that the material conforms to the specification requirements. For bulk delivered organic fertilizer, the certificate shall also state the volume, net weight, percent of nitrogen, percent of phosphoric acid. For each fertilizer and soil conditioner, in containers, a similar certificate of invoice shall be furnished stating total quantities by weight and volume for each material. These certificates shall be submitted to the Landscape Architect and the Owner prior to the start of the maintenance period.
16. PROTECTION
- The Contractor shall carefully and continuously protect all areas included in the contract, including plant materials, fences, supports, etc., until final acceptance of the work by the Landscape Architect and Owner.
17. MAINTENANCE
- A. The Contractor shall maintain a sufficient number of personnel and adequate equipment to perform the work herein specified. Plant maintenance work shall consist of applying water, weeding, caring for plants, including ground covers, shrubs and trees, edging, aerating, and mowing of lawns, fertilizing and control of pests and diseases.
- B. Damage to any planted area shall be repaired immediately. Depressions caused by vehicles or foot traffic shall be filled with topsoil, leveled and replanted. Exterminate gophers and moles, and repair damage.
- C. The entire project shall be maintained for a period of 90 days, commencing from the time all items of work have been completed to the satisfaction of the Landscape Architect and the Owner.
- D. The project shall be so cared for that a neat and clean condition will be presented at all times to the satisfaction of the Owner and the Landscape Architect.
18. GROUND COVER AND SHRUB MAINTENANCE
- A. Watering: New plantings shall be watered once per day for two (2) weeks after installation. Reduce watering to every other day for the next two (2) weeks. Water thereafter three (3) times per week until final acceptance.
- B. Fertilization: Fertilize three (3) weeks after planting with 5 pounds 16-6-8 per 1,000 square feet; fertilize thereafter every 30 days.
- C. Diseases and Pest Control: For control of slugs and snails, apply palletized tricalcium arsenate 5% by weight as per manufacturer's recommendations two (2) weeks after installation. For control of cutworms and other soil insects, apply Metro brand soldirn as per manufacturer's recommendations two (2) weeks after installation. This product contains Dieldrin, Lindane, and Phosphorothioate. Exterminate gophers and moles and repair damages.
- D. Pruning: All shrubs and trees shall be pinch pruned as necessary to encourage new growth and to eliminate rank sucker growth. Old flowers, dead foliage and limbs shall be removed. No major pruning shall be done without the approval of the Landscape Architect.
- E. Weeding: All planting areas including lawn, ground cover, and shrub areas, shall be kept weed-free at all times. Weeds shall be dug out by the roots and disposed of off the site.
- F. Upon completion of the 45 day maintenance period, the Contractor shall fertilize per this section.
- G. Only hand watering will be permitted between the hours of 10am-4pm.
19. CLEAN UP
- Upon completion of the work in this section, Contractor shall remove all rubbish, trash, and debris resulting from the the operations, remove disused equipment and and implements of service; leave entire area involved in a neat and acceptable condition such as to meet approval of Landscape Architect.

LANDSCAPE CONSTRUCTION (Continued)

20. WEED ABATEMENT PROGRAM
- Upon completion of the irrigation system and after all existing weeds have been removed from the planting areas, the following weed prevention shall be used:
- Apply fertilizer mixture by spray per acre as follows:
- 300 lbs. 12-12-12 commercial fertilizer
300 lbs. urea formaldehyde
1,000 lbs. agricultural gypsum
- Apply post-emergent herbicide as recommended by a licensed pest control advisor to be compatible with the seeded plant varieties.
- Apply mixtures per the following time schedule:
- | | |
|--|--------------|
| Fertilize/Water | 21 days |
| Wait | 2 days |
| Spray the post-emergent Pest control Advisor recommendations | 5-7 days |
| Crub/clean all areas to prepare for seeding plant | 2 days max. |
| TOTAL: | 30 days max. |

SOILS TEST NOTE

The landscape contractor shall provide for and have performed a site-specific agronomic soils test report on samples taken from at least four (4) separate areas contained in this project. The soils test shall include recommendations for amendments to ground cover areas, tree/shrub backfill, and hydro-mulch formula.

The contractor shall provide Landscape Architect, Owner, and appropriate government agency with one (1) copy each of said report for review prior to start of construction.

21. TURF REMOVAL
- Contractor to remove dead sod previously killed by City of Brea.

ROOF WATERPROOFING AS REQUIRED BY THE CITY OF BREA SPECIFICATIONS AS FOLLOWS:

1. Waterproofing System: GACO Western - LM60 at 120 Mils
- A. Provide waterproofing mockup over joint to be repaired of approximately 30 square feet (2' x 14'):
- i. Prepare concrete surface to a concrete surface profile of 3-4 by means of shot blasting or grinding
- ii. Install one coat of E - 5990 vapor coating at a coverage rate of 150 square feet/gallon
- iii. Install one coat of E - 5320 primer at a coverage rate of 400 square feet/gallon
- iv. Install one coat of LM 60 liquid applied membrane at a coverage rate of 8 gallons/100 square feet
- v. Owner will approve mockup before proceeding
- B. Remove mockup, prepare surface per requirements above and waterproof 7' to either side of joint for length of joint.
2. BACK FILLING
- A. Contractor shall take care as to not drive equipment over the new waterproofing membrane.
- B. Contractor to install 8" of sand over the waterproofing repair.
- C. Contractor to reinstall excavated soil to grade.
- D. Any additional soil can be spread over the site with respect to the grading and drainage for new improvements shown on the plans.



REVISIONS									
REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

PREPARED UNDER THE SUPERVISION OF:



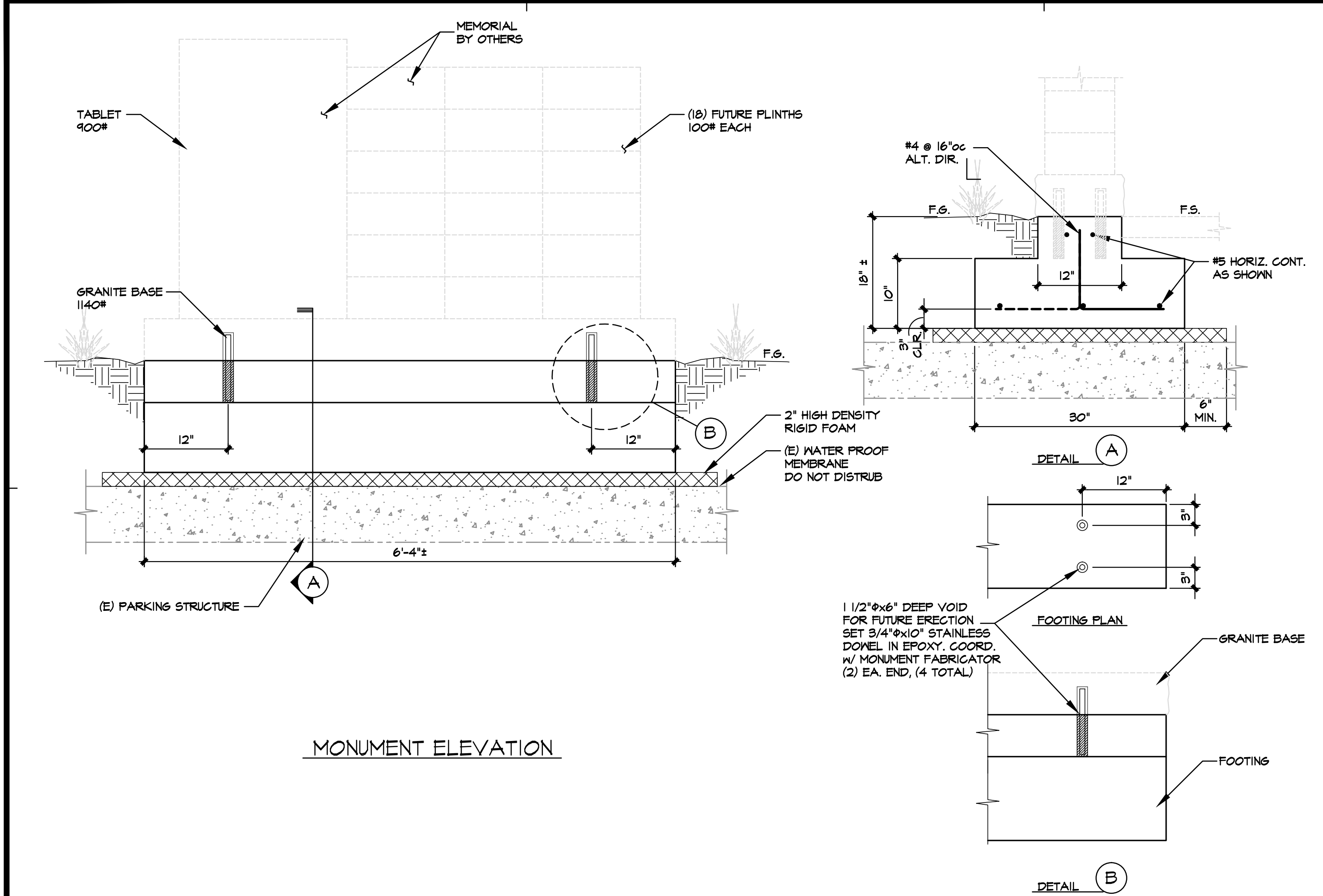
**BREA CIVIC CENTER
LANDSCAPE IMPROVEMENTS
CIP #7936**

SPECIFICATIONS

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ATTACHED XREFS:
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POLICE MEMORIAL

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TYP. TRENCHING DETAIL

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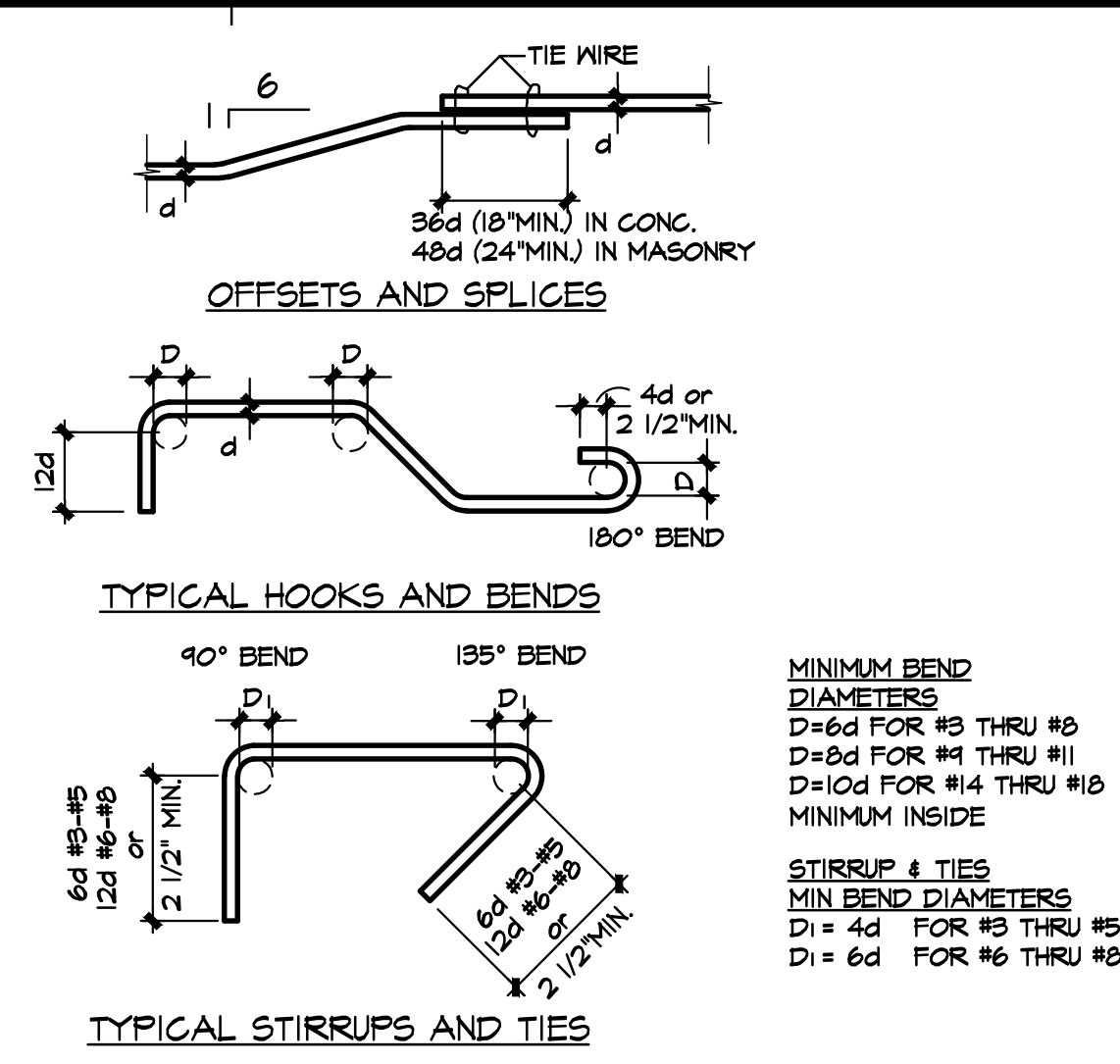
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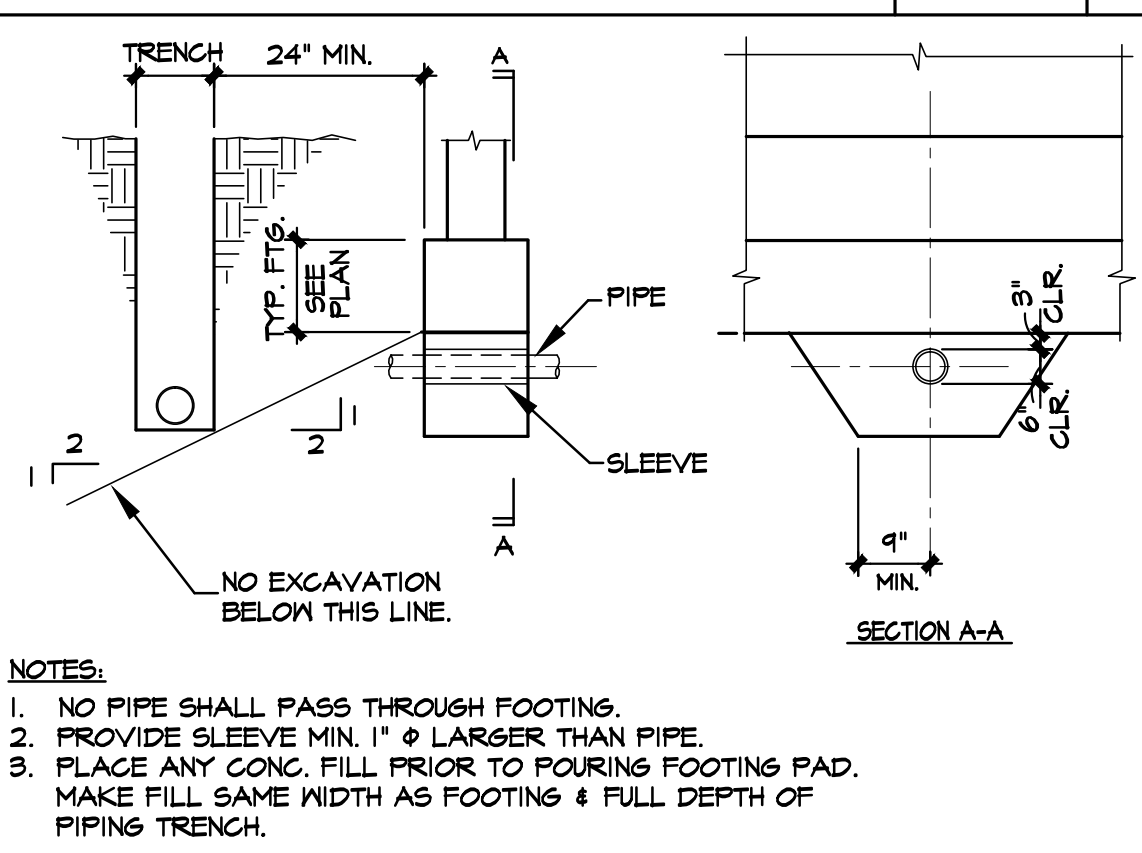
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TYP. REBAR BENDS & LAPS

N.T.S.

1



TYP. TRENCHING DETAIL

N.T.S.

2

GENERAL STRUCTURAL NOTES:

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS & CONDITIONS AT THE JOB SITE PRIOR TO STARTING CONSTRUCTION AND THE ARCHITECT/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES.
2. ALL PHASES OF WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF THE 2016 CALIFORNIA BUILDING CODE (2016 CBC).
3. THE CONTRACT CONSTRUCTION DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE NOTED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKMEN, AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT LIMITED TO, BRACING, ALL SHORING, FORMS AND SCAFFOLDING.
4. OPENINGS, POCKETS, ETC. SHALL NOT BE PLACED IN SLABS, BEAMS, COLUMNS, WALLS, ETC., UNLESS SPECIFICALLY DETAILED ON THE STRUCTURAL DRAWINGS.
5. ALL ASTM SPECIFICATIONS NOTED ON THESE DRAWINGS SHALL BE OF THE LATEST REVISION.
6. CONTINUOUS INSPECTION BY A QUALIFIED PERSON APPROVED BY THE ARCHITECT AND/OR ENGINEER AND THE BUILDING DEPARTMENT SHALL BE REQUIRED FOR THE FOLLOWING TYPES OF WORK:
 - A. FOUNDATION CONCRETE INVOLVING CONCRETE STRENGTH GREATER THAN 2500 P.S.I.
 - B. SEE MASONRY SECTION FOR ADDITIONAL REQUIREMENTS.
 - C. SEE C.B.C. SECTION 1704 FOR ADDITIONAL REQUIREMENTS.
7. IN THE EVENT THAT CERTAIN FEATURES OF CONSTRUCTION ARE NOT FULLY SHOWN ON THE DRAWINGS OR CALLED FOR IN THE NOTES OR SPECIFICATIONS, NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY & WAIT FOR INSTRUCTIONS.

FOUNDATIONS:

1. FOUNDATION DESIGN IS BASED ON PRESUMPTIVE SOIL PRESSURE VALUES PER C.B.C. SECTION 1804.
2. ASSUMED DESIGN SOIL BEARING PRESSURE IS 1500PSF @ 18\"/>

REINFORCING STEEL:

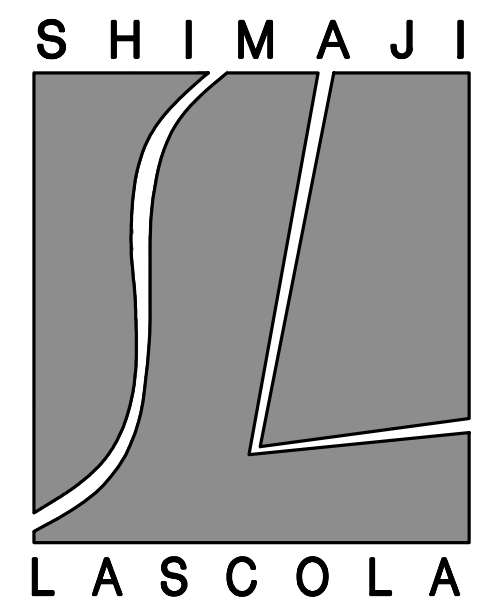
1. ALL REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A-615 GRADE 60.
2. CLEAR COVERAGE OF CONCRETE OVER OUTER REINFORCING BARS SHALL BE AS FOLLOWS:
 - A. CONCRETE POURED DIRECTLY AGAINST EARTH, 3\"/>
3. WIRE MESH SHALL CONFORM TO ASTM A-185, AND SHALL BE LAPPED 1 1/2\"/>
4. ALL REINFORCING BAR BENDS SHALL BE MADE COLD.
5. REINFORCING STEEL SHALL BE SPLICED WITH CLASS B SPLICES UNLESS NOTED OTHERWISE ON THE DRAWINGS.
6. CONTRACTOR SHALL NOT PLACE ANY REINFORCING UNTIL APPROVED SHOP DRAWINGS ARE RECEIVED ON THE JOB.
7. LOW HYDROGEN ELECTRODES SHALL BE USED WHEREVER REINFORCING STEEL IS WELDED.

CONCRETE:

1. CONCRETE MIXES SHALL BE DESIGNED BY A RECOGNIZED TESTING LABORATORY AND COPIES OF THE DESIGN SHALL BE SENT TO THE ARCHITECT & ENGINEER OF RECORD. COMPRESSIVE STRENGTH TEST REPORTS SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND THE ARCHITECT. ALL CONCRETE EXCEPT FOUNDATION CONCRETE SHALL CONTAIN POLYMER BASED WATER REDUCING ADMIXTURE.
2. PORTLAND CEMENT SHALL CONFORM TO ASTM C-150, TYPE II FOR STONE CONCRETE SHALL CONFORM TO ASTM C-23. AGGREGATE FOR LIGHTWEIGHT CONCRETE SHALL CONFORM TO ASTM C-330.
3. ALL REINFORCING BARS, ANCHOR BOLTS, PRE STRESSING TENDONS, AND ALL OTHER CONCRETE INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE. THE MAXIMUM SLUMP SHALL NOT EXCEED 3 1/2\"/>
4. AND MASS CONCRETE, AND 4 1/2\"/>
5. MINIMUM ULTIMATE COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE AS FOLLOWS:
 - A. SLABS ON EARTH, SIDEWALK, CURBS ETC.....3000 P.S.I.
 - B. FOUNDATIONS.....3000 P.S.I.
 - C. CONCRETE ABOVE GRADE.....3000 P.S.I.
6. ALL STRUCTURAL CONCRETE IS TO BE REINFORCED.
7. CONTRACTOR SHALL SUBMIT SLAB CONSTRUCTION JOINT LAYOUT DRAWINGS, TO THE ARCHITECT AND ENGINEER FOR REVIEW.
8. PROJECTING CORNERS OF BEAMS, COLUMNS, WALLS, ETC. SHALL BE FORMED WITH A 3/4\"/>
9. SEE ARCHITECTURAL DRAWINGS FOR CURING TREATMENT OF ALL CONCRETE SLABS.

DESIGN CRITERIA (2016 CALIFORNIA BUILDING CODE)

SEISMIC DESIGN:	FREE STANDING NON-BUILDING STRUCTURE	WIND DESIGN: EXPOSURE 'C' Vult = 110mph Vasd = 85mph
RISK CATEGORY SITE CLASS 'D' Ss = 2.04 Si = 0.150 SEISMIC DESIGN CATEGORY E	II	



structural engineers
23682 birtcher drive
lake forest, ca. 92630
(949) 770 - 9967 tel
(949) 770 - 9542 fax

SIGNATURE



THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ENGINEER FOR THIS PROJECT ARE INSTRUMENTS OF THE ENGINEER'S SERVICE. FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ENGINEER SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT. THE ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS SHALL NOT BE USED BY OTHERS OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING BY THE ENGINEER.

<input type="checkbox"/> PROGRESS PRINT	
<input type="checkbox"/> PLAN CHECK	
<input type="checkbox"/> BID SET	
<input type="checkbox"/> CONSTRUCTION	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	



1750 E DEERE AVE
SANTA ANA, CA 92705
O: 949.250.4822
www.landconcern.com

Brea Civic Center
Landscape Improvements
Brea, CA

SHEET TITLE
GENERAL NOTES
and
CONSTRUCTION
DETAILS

DRAWN	SHEET NUMBER
AG	
CHECKED	
JL	
SCALE	
AS SHOWN	
JOB NO. 17062	OF SHEETS

S1

CONTRACT DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

for the

**BREA CIVIC AND CULTURAL CENTER
LANDSCAPE IMPROVEMENTS
CIP 7936**

in the

CITY OF BREA



**One Civic Center Circle
Brea, California 92821
(714) 990-7667**

BIDS DUE:

**September 12, 2018
2:00 P.M., 3rd Floor
City Clerk's Office**

**TONY OLMOS
PUBLIC WORKS DIRECTOR**

CITY OF BREA

**PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS**

for the

**CIVIC AND CULTURAL CENTER LANDSCAPE IMPROVEMENTS
LANDSCAPE IMPROVEMENTS, PHASE 2**

CIP PROJECT No. 7936

**PREPARED BY;
Land Concern
1750 Deere Avenue
Santa Ana, California 92705
949-250-4822**

Prepared Under the Supervision of:

Michael J. Sweeney

July 5, 2018

Mike Sweeney, R.L.A. No. 2144 Exp. 9/30/19

Date

Approved by:

Tony Olmos

8/13/18

Tony Olmos, Director of Public Works, R.C.E. No. C56814

Date

NOTE: *If there are any questions relative to this project, please call Bill Bowlus at:*
(714) 990-7694

CITY OF BREA
DEPARTMENT OF PUBLIC WORKS
One Civic Center Circle
BREA, CALIFORNIA 92821
(714) 990-7691

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SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on Monday, September 12, 2018.**

1. **Project Name: BREA CIVIC AND CULTURAL CENTER LANDSCAPE IMPROVEMENTS, CIP 7936:**

This project consists of a roof repair, minor grading, installing landscaping improvements (groundcover, trees and shrubs), pavers and irrigation system retro-fit at the Brea Civic and Cultural Center located at 1 Civic Center Circle. *Turf grow/kill has been completed by the City. Please note that no equipment larger than a Bobcat 750 or combination of equipment that weighs more than 10,500 pounds can be used in the area immediately adjacent to the flags which is above the entrance ramp to the P1 parking at the Civic Center.*

2. **Obtaining Bid Documents:** A copy of the Bid Package (including the plans, specifications, and contract documents) may be downloaded at no cost from CIPLIST.com. All bidders shall register with CIPLIST.com in order to retrieve plans, specifications, addenda, bidders' list, etc.

3. **Bid Opening:** Bids will be publicly opened and read at reasonable time following the time stated above in the Conference Training Center, located at 1 Civic Center Circle, Brea, California 92821 on **September 12, 2018**. Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"BREA CIVIC AND CULTURAL CENTER LANDSCAPE IMPROVEMENTS - CIP 7936" – DO NOT OPEN WITH REGULAR MAIL**

4. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License A (General Engineering) or a California C-27 license (Landscape Contractor)**. Failure to possess either of these licenses may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

5. **Registration with the Department of Industrial Relations:** The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

6. **Prevailing Wages:** In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be obtained from the State at the following website <http://www.dir.ca.gov/DLSR/PWD>.

7. **Bid Security:** Each bid shall be accompanied by bid security in the form of a cashier's check, certified check or bid bond in the amount of 10% of the total bid amount. All cashier's checks or certified checks must be drawn on a responsible bank doing business in the United States and shall be made payable to THE CITY OF BREA. A bonding company admitted and licensed to do business in the State of California must issue bid bonds. Bids not accompanied by the required bid security shall be rejected. Cash and personal or company checks are **NOT** acceptable.

8. **Payment Bond and Performance Bond:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the Contractor.

9. **Retention:** In accordance with the Contract, ten percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

10. **Contact Person:** Questions regarding this Notice Inviting Bids shall be directed to: **Bill Bowlus at 714.990.7694**

ALL BONDS ISSUED SHALL BE FROM A BONDING COMPANY ADMITTED AND LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA.

THE AGENCY RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID AND TO TAKE ALL BIDS UNDER ADVISEMENT FOR A MAXIMUM PERIOD OF 60 DAYS. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. NO BID SHALL BE CONSIDERED UNLESS IT IS PREPARED ON THE APPROVED PROPOSAL FORMS IN CONFORMANCE WITH THE INSTRUCTIONS TO BIDDERS.

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will reject any proposal not meeting these requirements. The bid shall be filed with the City Clerk, Third Floor City Hall, One Civic Center Circle, Brea, California, which shall be endorsed with the Project Title as it appears on the Notice Inviting Sealed Bids. The sealed envelopes will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders or their authorized agents are invited to be present at the opening. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, that it has been executed by the bidder or his duly authorized representative, and that it is filed with the AGENCY.

2. Proposal Guarantee

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than 10% of the total amount named in the proposal. Any proposal not accompanied by such a guarantee will not be considered. Said check or bond shall be made payable to the AGENCY, and shall be given as a guarantee that the bidder, if awarded the Work, will enter into a contract within 10 working days after the award and will furnish the necessary bonds as hereinafter provided. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the AGENCY.

3. Proposal Signature

If the proposal is made by an individual, it shall be signed and his full name with his address shall be given; if it is made by a firm, it shall be signed with the copartnership name by a member of the firm who shall sign his own name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

4. Delivery of Proposal

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

"SEALED BID"

for

BREA CIVIC AND CULTURAL CENTER LANDSCAPE IMPROVEMENTS – CIP 7936

in the

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

5. Return of Proposal Guarantees

The proposal guarantees of the second and third lowest bidders will be held until the awarded bidder has properly executed all contract documents. Within 10 working days after the award of contract, the remaining proposal guarantees accompanying all other proposals will become null and void and returned to the unsuccessful bidders.

6. Taxes

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. Disqualification of Bidders

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

8. Contractor's License Requirement

This project requires the Contractor to possess a valid State of California contractor's license as stated in Section A "Notice Inviting Sealed Bids".

9. Registration with the Department of Industrial Relations: The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

10. References

All reference information called for in the bid proposal must be submitted with the bid proposal.

11. Listing of Subcontractors

Bidders shall list in the bid proposal the name and place of business of each subcontractor who will perform work or labor or render services for the Contractor in an amount in excess of one-half of one percent of the Contractor's total bid.

12. Discrepancies and Misunderstandings

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY. Should it be found necessary, a written addendum will be sent to all bidders. Any addenda issued during the bidding period shall form a part of the contract and shall be included with the proposal.

13. Equivalent Materials

Requests for the use of equivalents to those specified, must be submitted to the AGENCY. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the AGENCY that such a material is truly an equivalent.

14. Legal Responsibilities

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other contract documents, and to full compliance therewith. Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the labor code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

15. Award of Contract

The award of contract, if made, will be to the lowest responsible bidder for the Base Bid Amount as determined solely by the AGENCY. The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a maximum period of 60 days. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

16. Material Guarantee

The successful bidder may be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of acceptance of the work by the AGENCY. The work to be guaranteed, the form, and the time limit of the guarantee will be specified in the special provisions. Said guarantee shall be signed and delivered to the AGENCY before acceptance of the contract by the AGENCY. Upon completion of the contract, the amounts of the two contract bonds required in Section 2-4, "CONTRACT BONDS," of the Standard Specifications for Public Works Construction, may be reduced to conform to the total amount of the contract bid prices for the items of work to be guaranteed, and this amount shall continue in full force and effect for the duration of the guarantee period. However, the Labor and Material Bond cannot be reduced until the expiration of 35 days after the date of recordation of the Notice of Completion.

17. Execution of Contract

The successful bidder shall execute a written contract with the AGENCY on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications within 10 working days from the date of the award. Failure to enter into a contract shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder fails to execute the contract, the AGENCY may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the contract, the AGENCY may award the contract to the third lowest bidder. On the failure of such second or third lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the AGENCY. The work may then be re-advertised.

18. Submission of Bonds and Insurance

The successful bidder will be required to furnish the necessary bonds and insurance to the AGENCY within 10 working days from the award of contract. Prior to issuance of Notice to Proceed, the AGENCY must be furnished with a Policy endorsement as required in the sample agreement depicted in Section D.

19. Addenda

The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in the rejection of the bid by the AGENCY.

20. Assembly Bill 626 (AB626)

Assembly Bill 626 (AB 626) adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation will sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

21. Bid Protest

To be considered timely, a bid protest must be filed within the following time limits:

- (a) Protests based upon alleged defects or improprieties in the bid documents shall be filed prior to the date of bid opening.
- (b) All other protests must be filed within five calendar days after the protester knew or should have known the basis of the protest, but no later than five calendar days after the date of when the Bids were due to the AGENCY.

22. Questions to the Engineer

Questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Engineer up to five working days prior to the bid opening as specified in SECTION A. Questions asked of the Engineer after this time will not be addressed.

23. Request for Information

**CITY OF BREA
BREA CIVIC AND CULTURAL CENTER
LANDSCAPE IMPROVEMENTS
CIP-#7936**

**REQUEST FOR INTERPRETATION OF CONTRACT
DOCUMENTS**

Date:

Time:

Company:

Contact Person:

Address:

Telephone:

FAX:

Plan Sheet:

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

T0 A/E:

SECTION C

PROPOSAL

for the

BREA CIVIC AND CULTURAL CENTER LANDSCAPE IMPROVEMENTS CIP PROJECT NO. 7936

in the

CITY OF BREA

TO THE DIRECTOR OF PUBLIC WORKS OF THE CITY 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 50 working days, starting from 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 sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will readvertise 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 _____ in the amount of \$ _____ 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>

BID FORM
BREA CIVIC AND CULTURAL CENTER LANDSCAPE
IMPROVEMENTS
CIP #7936

Bidder: _____

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization (5% Max.)	1 LS		
2.	Clearing & Grubbing	1 LS		
3.	Roof Repair	1 LS		
4.	Irrigation and Drainage Systems	1 LS		
5.	Plant Material	1 LS		
6.	Mulch	1LS		
7.	Fine Grading/Soil Prep.	12,500 SF	\$ /SF	
8.	45 Day Landscape Maintenance	1 LS		
9.	Hardscape Pavers and Monument Footer	1 LS		
10.	Monument Lighting Electrical	1 LS		

Total: Bid in Figures: \$
Total: Bid in Words:

1. **Bidder declares that he or she has read and understands Item No. 12 of Instructions to Bidders.** _____ (Bidder Initial)

LIST OF SUBCONTRACTORS

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

[illegible]

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

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

Name of Bidder

Signature of Bidder

Address of Bidder

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

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 _____

Firm _____

Date _____

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 **BREA CIVIC AND CULTURAL CENTER LANDSCAPE IMPROVEMENTS**, (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.

Contractor

By

Title

Date: _____

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes☐ No

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

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There are no vertical margin lines, and the paper is completely blank except for the lines.

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

COMPENSATION INSURANCE CERTIFICATE

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake 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.

Contractor

By

Title

Date:

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name

Business Address

City,

State

Zip

()

Telephone Number

Email Address

State Contractor's License No. and Class

DIR Registration Number

Original Date Issued (Contractor's State License)

Expiration Date

The work site was inspected by _____ of our office on _____, 20__.

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

The undersigned is prepared to satisfy the Public Works Director 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.

Company Name

Signature of Bidder

Printed or Typed Signature

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

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:

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

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?

_____ 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?

☐ 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 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.

%

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 or incomplete response to this questionnaire may result in bidder's proposal being non-response.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
_____ as PRINCIPAL, and

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

In no case shall the liability of the surety hereunder exceed the sum of \$ _____. 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 "

"For which bids are to be opened in the Conference Training Center of the Civic and Cultural Center of said City at 2 PM on September 12, 2018

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

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

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

Principal

Surety

By: _____

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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

ACKNOWLEDGMENT

State of California
County

}
of }
}

On _____ 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

SECTION D

SAMPLE AGREEMENT

A G R E E M E N T

THIS AGREEMENT ("Agreement" or "Contract") is made and entered this day of _____, 201_ ("Effective Date"), by and between _____, a _____ (hereinafter referred to as "CONTRACTOR") and the City of Brea, California, a municipal corporation (hereinafter referred to as "CITY").

WHEREAS, pursuant to the Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said Notice;

WHEREAS, CITY did accept the bid of CONTRACTOR and;

WHEREAS, City Council has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of the **BREA CIVIC AND CULTURAL CENTER LANDSCAPING IMPROVEMENTS, PROJECT No. 7936.**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, CITY AND CONTRACTOR hereby agree as follows:

1. **GENERAL SCOPE OF WORK:** CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the construction of the **BREA CIVIC AND CULTURAL CENTER LANDSCAPING IMPROVEMENTS, PROJECT No. 7936** ("Project"). Said work shall be performed in accordance with contract documents for this Project on file in the office of the CITY Engineer and in accordance with bid prices, plans and specifications hereinafter mentioned and in accordance with the instructions of the Public Works Director. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.

2. **CONTRACT PRICE AND PAYMENT:** As total and complete compensation for all work required hereunder, CITY shall pay to the CONTRACTOR for furnishing and material and doing the prescribed work the unit prices set forth in CONTRACTOR's bid or proposal dated _____, _____. Progress payments shall be made for each portion of the work satisfactorily completed. Notwithstanding the foregoing, CITY shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

At the written request and expense of CONTRACTOR, securities equivalent to any moneys withheld by the CITY to ensure performance under this Agreement shall be deposited with the CITY, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR. Alternatively, CONTRACTOR may request that the CITY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of CONTRACTOR, CONTRACTOR may direct the investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for securities deposited by CONTRACTOR.

Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of this Section. Securities eligible for investment shall include those listed in

California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which CONTRACTOR and the CITY mutually agree in writing. CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If CONTRACTOR elects to receive interest on moneys withheld in retention by the CITY, it shall, at the request of any subcontractor performing more than five percent (5%) of CONTRACTOR's total Proposal, make that option available to the subcontractor regarding any moneys withheld in retention by CONTRACTOR from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

3. CUSTOMER CARE: CONTRACTOR, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The documents referenced in Section 1, above, the Resolution and Notice Inviting Bids attached hereto, and Instructions to Bidders, and attachments thereto, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Contract is intended to require a complete and finished piece of work, and the CONTRACTOR shall perform all work necessary to properly complete the work and the Project in accordance with all applicable local, State, and federal regulations, laws and statutes, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this written agreement shall control.

5. TERM OF CONTRACT: CONTRACTOR agrees to complete the Project within 50 working days from the date of Notice to Proceed of this Contract ("completion date"). CONTRACTOR agrees further to the assessment of liquidated damages in the amount of \$500.00 for each calendar day the work remains incomplete beyond the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this Contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages. The CITY may cancel this Agreement at any time with or without cause and without penalty upon thirty (30) days' written notice. In the event of termination without fault of CONTRACTOR, CITY shall pay CONTRACTOR for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total Contract price, and such payment shall be in full satisfaction of all services rendered hereunder.

6. **INSURANCE:** CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this Contract the following policies of insurance:

a. Compensation insurance: Before beginning work, the CONTRACTOR shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with the CITY a certification as follows:

“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 work of this contract.”

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage products/completed operations and all other activities undertaken by the CONTRACTOR in the performance of this Agreement, - - or - - :

(2) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(3) Owner’s and CONTRACTOR’s Protective (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by CONTRACTOR in the performance of this Agreement.

(4) Other required insurance, endorsement or exclusions as required by the plans and specifications.

(5) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

c. Each such policy of insurance required in paragraph b shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the CITY, its elected officials, officers, employees attorneys and agents, and any other parties including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against the named additional insureds;

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits; and

(10) Otherwise be in form satisfactory to CITY.

d. Prior to commencing performance under this Agreement, the CONTRACTOR shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONTRACTOR commences performance. If performance of this Agreement shall extend beyond one (1) year, CONTRACTOR shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

7. LABOR CODE COMPLIANCE:

a. CONTRACTOR acknowledges that the work required is a "public work" as defined in Labor Code Section 1720, et seq. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federal projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. CONTRACTOR shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

Pursuant to Labor Code §1775, the CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars (\$200.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

b. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, CONTRACTOR and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

c. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Contract, and the CONTRACTOR and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

d. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the CITY of the location of the records.

e. For every subcontractor who will perform work on the project, CONTRACTOR shall be responsible for such subcontractors' compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and CONTRACTOR shall include in the

written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of a failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure.

f. CONTRACTOR truthfully represents that at the time CONTRACTOR submitted its bid or proposal for this Project, and thereafter, CONTRACTOR possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the bid documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of CONTRACTOR to practice its trade(s) and complete the Project. CONTRACTOR agrees to not be debarred at any time through the duration of this Agreement. CONTRACTOR has investigated and represents and will ensure that all subcontractors possessed and now possesses a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time the CONTRACTOR's bid was submitted. All licenses must comply with California Business and Professions Code Section 7057 regarding a general building contractor. CONTRACTOR and all subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

8. UNRESOLVED DISPUTES: In the event that a dispute arises between the CITY and CONTRACTOR regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with the CITY over any matter whatsoever, CONTRACTOR shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. CONTRACTOR shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Section 20104, *et seq.* and Brea City Code chapter 1.12 ("Claims Against the City) shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

9. ANTI-TRUST CLAIMS: In entering into this Agreement, CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR without further action or acknowledgment by the parties.

10. TRENCHING AND EXCAVATIONS: If the Project involves trenching more than four (4) feet deep, CONTRACTOR shall promptly and before the following conditions are disturbed notify the CITY in writing of any: material that CONTRACTOR believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The CITY shall investigate the conditions, and if the CITY finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY shall issue a change order.

In addition, whenever work under the Agreement that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall submit for acceptance by CITY or by a registered civil or structural engineer employed by CITY to whom authority to accept has been delegated ("Engineer"), in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs therefor shall be included in the price named in the Agreement for completion of the work as set forth in the Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the CITY or on any CITY officer, agent, or employee. All plans, plan review, processing and shoring costs are CONTRACTOR's responsibility.

11. UTILITIES: The CITY acknowledges its responsibilities under Government Code section 4215 concerning existing utilities and that section is incorporated herein by this reference.

12. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are CONTRACTOR's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the CITY. Prior to commencement of work on the Project, CONTRACTOR, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

13. CONTRACTOR'S LIABILITY: The CITY of Brea and its officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or

independent contractors who are directly responsible to CITY during the progress of the work or at any time before its completion and final acceptance.

The CONTRACTOR will defend, indemnify and hold the CITY, its elected official, officers, employees, agents and volunteers free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, violation of the Labor Code or any other code or regulation, and/or activities of the CONTRACTOR, its agents, employees, subcontractors, and/or invitees in or related to the performance of this Agreement (collectively, "Claim(s)"), whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, as determined by a final court decision or agreement of the parties, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any Claim(s) and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment rendered against the CONTRACTOR or CITY as a result of any Claim(s) hereunder, and the CONTRACTOR agrees to indemnify and save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR in connection with any Claim(s) hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with actual attorneys' fees.

So much of the money due to the CONTRACTOR under and by virtue of this Contract, as shall be considered necessary by CITY, may be retained by CITY until CONTRACTOR has satisfied its indemnity obligations under this Section.

14. ASSIGNMENT: CONTRACTOR shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without the CITY's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and CONTRACTOR shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

15. CONTRACTOR'S REPRESENTATIONS: CONTRACTOR represents, covenants and agrees that: a) CONTRACTOR is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONTRACTOR's full performance under this Agreement; c) there is no litigation pending against CONTRACTOR or any owner or officer thereof, involving theft, dishonesty or fraud involving a public works project, and neither CONTRACTOR nor any owner or officer thereof not the subject of any criminal investigation or proceeding involving a public works project; and d) to CONTRACTOR's actual knowledge,

neither CONTRACTOR nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty or fraud in connection with a public works project, within the last ten (10) years.

16. **NOTICES:** Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the CITY's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To CITY:
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, California 92821

To CONTRACTOR:

17. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

18. **APPLICABLE LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

19. **ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

20. **ENTIRE AGREEMENT:** This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

21. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONTRACTOR constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such

payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement as of the Effective Date set forth above.

CONTRACTOR _____

State of California

Contractor License No. _____

By: _____

By: _____

Title: _____

Title: _____

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____

Mayor

By: _____

City Clerk

SECTION E

SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions and the **“GREENBOOK” Standard Specifications for Public Works Construction**, 2015 edition as written and adopted by the Greenbook Committee of Public Works Standards, Inc. Copies of the Standard Specifications are available from the publisher:

*BNi Building News
990 Park Center Drive, Suite E
Vista, CA 92081
(760) 734-1113*

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

PART 1

GENERAL PROVISIONS

SECTION 1

TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.

Board - The City Council of the City of Brea.

Caltrans - The State of California Department of Transportation.

County - The County of Orange.

Engineer - The City Engineer of the City of Brea or his authorized representative.

SECTION 2

SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

[Replace with the following:].

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall execute and return all contract documents required by the AGENCY. The AGENCY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS

[Add the following:].

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the AGENCY.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the

Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to "State Standard Specifications" shall mean the Standard Specifications, 2015 edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

*State of California - Department of General Services
Publications Distribution Unit
P.O. Box 1015
North Highlands, California 95660*

Reference in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Brea, and where applicable, the following:

Standard Plans for Public Works Construction, published by the American Public Works Association, 2015 edition.

Standard Plans, published by the Orange County Environmental Management Agency.

Standard Plans, published by the State Department of Transportation, 2015 edition.

Applicable Standard Plans for this project are available on the City website.

2-5.3 Submittals

2-5.3.1 General [Add the following]

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall identify submittals which will be required by each section of the specifications and determine the date on which each submittal will be made. Submittal schedule shall be in matrix form. Submittals shall be consecutively numbered and shall include the specification section number to which they pertain. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede progress of work. Contractor shall provide two (2) copies of submittals unless otherwise noted or changed by the Agency.

2-6 WORK TO BE DONE

This project consists of a roof repair, minor grading, installing landscaping improvements (groundcover, trees and shrubs), pavers and irrigation system retro-fit at the Brea Civic and Cultural Center located at 1 Civic Center Circle. *Turf grow/kill has been completed by the City.*

2-11 INSPECTION

[Add the following].

The Contractor shall give at least 24 hours advance notice when he or his subcontractor will start or resume the work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or AGENCY holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

If the Contractor elects to work under this contract more than 8 hrs./day or more than 40 hrs./week, Sunday, or AGENCY holidays, he shall arrange with the Engineer for the required inspection service and pay the **Special Inspection Fees** which will be charged at the following rates:

4 hrs. or less/day - \$380.00
4 hrs. to 8 hrs./day - \$760.00

When Special Inspection is required, the Contractor shall notify the AGENCY and pay inspection fees 24 hours in advance. If the Contractor is directed by the AGENCY to work under this contract more than 8 hrs./day or more than 40 hrs./week, the Special Inspection fee requirements will be waived.

SECTION 3 CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.1 General

[add the following:].

Extra work compensation will be made for labor, equipment and materials used in the specific work zone where the extra work is being performed and not for all crew and materials on-site.

When extra work or utility interference is encountered, contractor shall contact City and jointly evaluate if workforce and/or trucking should be reduced or remain as compensable.

All extra work truck material weight tickets must be completely filled out with times, location and material dumped to be eligible for extra work payment.

3-3.2.3 Markup.

[Delete Subsection in total and replace with the following:].

- (a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor.....	15
2) Materials	10
3) Equipment Rental	10*
4) Other Items and Expenditures	10

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates

To the sum of the costs and markups provided for in the subsection, 1 percent shall be added as compensation for bonding.

- (b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

In the event, the Contractor suspect, or begin to locate a utility pipe, conduit, structure or unknown mass, he shall continue to uncover and investigate the limits of the item and contact USA as part of the bid item scope. Once the item can be sufficiently viewed, any stand-by time, during which no constructive work is being accomplished on the item will be paid at the base rate for Labor + 10% and for Equipment not working will be paid applying the Delay Factor to the hourly rental rate per the Caltrans Rental Guide with NO FURTHER MARK-UP.

SECTION 4 CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the

AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Warranty Bond furnished to the AGENCY by the Contractor. There shall be specific wording in the Warranty Bond that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The AGENCY reserves the right to withhold the retention until the Warranty Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Warranty Bond within 10 working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the AGENCY to file claim against the bond.

Excepted from the Maintenance Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

4-1.4 Test of Materials

[Replace the third sentence of the first paragraph with the following:].

Unless otherwise provided, all testing shall be performed under the direction of the Engineer and the AGENCY will bear the cost of initial testing of material and workmanship which are required by the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.6 Trade Names or Equals

[Replace the last two sentences of the first paragraph with the following:].

Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth in the Instructions to Bidders.

SECTION 5 UTILITIES

5-1 LOCATION

[Replace the first sentence of the last paragraph with the following:].

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate.

It shall be the Contractor's responsibility alone to determine the location of underground utilities or substructures of every nature and to protect them from damage.

The Contractor shall pothole all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by the Work.

5-4 RELOCATION

[Replace the second sentence of the last paragraph with the following:].

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

5-5 DELAYS

[Add the following paragraph:].

All notification to utility companies insofar as the relocation or removal of a utility shall be made by the Engineer based on Contractor's request as submitted to the Engineer at least 48 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect excepting thereof any delay cost incurred as a result of the utility company not responding at their agreed time.

5-7 UTILITY MARKINGS

[Is hereby added to Section 5]:

Upon completion of the project, the Contractor shall be required to remove, to the satisfaction of the Engineer, all utility locator markings and utility tie-out paint markings that either the contractor, the City or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters using the removal method acceptable to the Engineer. Any damage to the existing improvements due to the Contractor's removal operation shall be repaired at the Contractor's expense. Payment for removing utility markings shall be included in the various applicable items of work, and no additional compensation will be allowed therefore.

SECTION 6

PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

[Replace the first sentence of the first paragraph with the following:].

The Contractor's proposed construction schedule shall be submitted to the Engineer within 10 working days after the date of the AGENCY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending approval of any outstanding reports.

[Add the following:]

Record Keeping: The Contractor shall provide a daily progress report to the Engineer.

6-2 PROSECUTION OF WORK

If the Engineer determines that the Contractor is failing to prosecute the work to the proper extent, the Contractor shall, upon order from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the work as described herein shall be included in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes after orders of the Engineer; the work may be suspended in whole or part, or payment withheld, until the Contractor takes said steps.

If work is suspended through no fault of the City, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during periods of suspension, the City may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The time within which the Work must be completed by the Contractor is fixed at 50 working days, starting from the date of Notice to Proceed with the Work, exclusive of maintenance periods.

6-7.2 Working Day

[Delete subsection in total and replace with the following:].

A working day is any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Saturday and Sunday.
2. Any day designated as a holiday by the Agency.
3. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association.
4. Any day the Contractor is prevented from working at the beginning of the workday for cause as specified in 6-6.1
5. Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as specified in 6-6.1.

The allowable working hours during the week (Monday through Friday) will be between 7:00 AM and 4:00 PM. The City also reserves the right to adjust the working hours for the project based upon resident input and/or complaints.

Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

Contract shall conform with section 7-10.1 herein regarding Traffic Control for project construction.

6-9 LIQUIDATED DAMAGES

[Amend the liquidated damage amount to read:].

Liquidated damages was calculated to be \$500.00 for each day in excess of the contract time.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

[Add the following:].

A noise level limit of 95 dbL at a distance of 50' shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

No equipment larger than a Bobcat 750 or combination of equipment weighing more than 10,500 pounds can be used on the area over the P1 entrance roof as shown in Appendix G.

7-2 LABOR

7-2.1 General

[Add the following:].

The Contractor will be required to submit weekly certified payrolls for the project. The Contractor shall also submit payrolls for all subcontractors who perform work in excess of \$1,000.

The payrolls reflect payment of the prevailing wage to all employees plus required fringe benefits. Failure to comply with this requirement may be cause for the City to stop construction or to withhold contract payments until the Contractor shows compliance.

7-2.2 Laws

[Add the following:].

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE

[Delete the entire subsection:].

7-3.1 Insurance

[Add the following:].

Contractor shall, prior to execution of an Agreement with the AGENCY, comply with the provisions of AGENCY's insurance requirements as follows:

Except as provided in 6-10, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY. Contractor will conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in 6-10.

The cost of this insurance shall be included in the Contractor's Bid.

7-5 PERMITS

[Delete Subsection in total and substitute with the following:].

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

7-8 WORK SITE MAINTENANCE

7-8.1 Cleanup and Dust Control

[The second paragraph is amended to read:].

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

7-8.4.2 Storage of Equipment and Material in Public Streets

Construction materials shall not be stored in streets. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor – at Contractor's expense, unless authorized additional storage time.

Construction equipment shall not be stored at the work site before its actual use on the work, nor for more than 5 days after it is no longer needed.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

In no event is Contractor to stockpile material, tools or equipment in the parkways that won't be used the same day.

Construction Area Maintenance

Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. This is to include the removal of all utility markings (Underground Service Areas – USA) made as a part of the project.

Payment for “Final Cleaning-Up” is considered included in the various contract bid items of work and NO additional compensation will be allowed therefore.

7-8.5 Temporary Light, Power & Water

[Add the following subsection:].

Construction water meter shall be obtained through the AGENCY's Finance Department. In order to obtain construction water from an AGENCY fire hydrant, the Contractor will be required to obtain an AGENCY supplied hydrant meter. A \$1,500 refundable deposit is required on the meter. An “Eddy” valve must be attached to the temporary meter for the purpose of operating the hydrant. The Contractor may elect to use an AGENCY provided “Eddy” valve. The rental on the “Eddy” valve is \$60 per month and a \$400 refundable deposit is required. The service charge is monthly and will not be prorated.

The cost for the meter and water used shall be charged in accordance with City Council Resolution No. 95-95. These charges are as follows:

Meter Service Charge Per Month
\$130.00

Rate Per 100 Cubic Feet
\$4.91

Any unauthorized use of AGENCY water from a fire hydrant or other AGENCY facility will be estimated by the AGENCY as to usage and invoiced to the Contractor at three times the rate schedule above and a fine of \$300 per citation and deducted from progress payments. The Contractor shall not use water or power from private residences.

The cost of water and power used by the Contractor is considered included in the various contract bid items of work and NO additional compensation will be allowed therefore.

7-8.6.1 General

[Add the following to the end of the section:].

Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities:

- a) The CONTRACTOR shall be responsible for identifying and obtaining all permits and licenses required for this project. Cost and fees associated with said permits regardless of whether obtained by the COUNTY, CITY or by CONTRACTOR, shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall comply with all rules and regulations included in said permits and licenses. Should the CONTRACTOR fail to conform to said rules and regulations, the CITY reserves the right to perform the work necessary to conform to the rules and regulations. The cost of such work will be deducted from any funds to become due to the CONTRACTOR.

It is noted that multiple permits are required from the various regulatory agencies. CONTRACTOR is to abide by and follow the requirements of all such permits.

- b) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES WATER QUALITY ORDER NO. 2009-0009-DWQ (GENERAL PERMIT)

On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers (construction sites where calculated soil disturbance totals 1 acre or more) are required to obtain coverage and comply with this Construction General Permit (CGP).

A copy of this permit and related documents/attachments may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read and understand all the requirements of this Permit as they relate to this project.

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region as described above. Section XV, "Municipal Construction Projects/Activities," of the Municipal Permit describes specific compliance with the latest version of the State's CGP within the Santa Ana Region.

7-8.6.2

Best Management Practice (BMP)

[Add the following to the end of the section:].

Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities:

c) The Contractor is required to adhere to the provisions of the Federal Clean Water Act as regulated by the U.S. Environmental Protection Agency in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124, the Porter-Cologne Act (California Water Code), the Waste Discharge Requirements for Municipal Storm Water Discharges within the County of Orange and the National Pollution Discharge Elimination System (NPDES). Copies of the suitable Best Management Practices (BMPs) from the California Stormwater Quality Association (CASQA), Stormwater Best Management Practice Handbook for Construction Activities are available for review at the offices of the AGENCY's City Engineer or can be found at www.cabmphandbooks.com. The following BMPs are included by reference.

1) Saw Cutting: Shovel or vacuum saw-cut slurry and remove from site. Downstream catch basins, storm drains, and sewer manholes are to be barricaded or covered to contain slurry during saw-cutting operations. Refer to BMP NS-3, Paving and Grinding Operations, and SE-10, Storm Drain Inlet Protection from the BMP Handbook.

2) Concrete Truck Washout: Washout of concrete trucks will not be allowed in the gutters, paved street, or catch basin. Washout on the surface will be allowed only if the runoff from such a discharge can be contained and not be allowed to enter any catch basin, storm drain, or sewer manhole. Refer to BMP WM-8, Concrete Waste Management in the BMP Handbook.

3) Street Sweeping: Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. Refer to BMP SE-7, Street Sweeping and Vacuuming in the BMP Handbook.

4) Spill Prevention: Care shall be taken to prevent any spills or leakage from entering the storm drain system. Refer to BMP WM-4, Spill Prevention in the BMP Handbook.

5) Solid Waste/Stockpile Management: Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and shall keep stockpiles of materials protected from storm water runoff. Refer to BMP WM-3, Stockpile Management and WM-5, Solid Waste Management in the BMP Handbook

6) Sanitary and Septic Wastes: The contractor will provide portable toilets, located away from the drainage patterns and will provide for maintenance as required by a licensed Waste management company. Refer to BMP WM-9, Sanitary and Septic Wastes in the BMP Handbook.

The cost for conforming to the provisions of the Federal Clean Water Act, the NPDES and as specified in this special provisions is considered included in the various contract bid items of work and NO additional compensation will be allowed therefore.

7-8.6.4 Dewatering

[Add the following to the end of the section].

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from CITY owned and/or operated facilities and activities (including construction).

A copy of the CITY's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_o_c_stormwater_ms4_permit.pdf

A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_d_e_minimus_permit_wdr.pdf

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

[Delete the second paragraph and substitute with the following:].

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures.) which are damaged or removed as a result of his operations.

Where existing traffic striping, pavement markings and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or reestablishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

[Delete the last paragraph and substitute the following:].

All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing existing improvements shall be included in the bid in other items of work unless otherwise specified.

7-10 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall not set or have any traffic control devices on the roadway before 9:00 A.M or after 3:00 P.M. or a fine will be issued and deducted from progress payment. The fine shall be \$500 for each 15 minute period or fraction of.

7-10.1 Traffic and Access [Add the following:].

Within 10 calendar days after notification of award, the Contractor shall submit, for review and approval by the Engineer, a Traffic Control Plan if applicable to the project. The Traffic Control Plan shall be signed and stamped by a CIVIL or TRAFFIC ENGINEER licensed by the State of California, familiar with the preparation of traffic control plans.

All traffic control shall be in accordance with the latest edition of the following documentation: Caltrans - Manual of Traffic Control Devices for Construction and Maintenance Work Zones, Traffic Manual, Sign Specifications, Standard Plans, Standard Specifications and the WATCH Manual "Work Area Traffic Control Handbook".

The Contractor shall provide, to the Engineer, a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.

Prior to the start of construction, the Contractor shall inform the AGENCY's Police and Fire departments of the project location, approximate starting date, completion date, and the name and telephone number of contractor representatives who may be contacted at any hour in the event of an emergency.

POLICE DEPARTMENT: *Watch Commander @ (714) 990-7626*

FIRE DEPARTMENT: *Battalion Chief @ (714) 990-7658*

The Contractor shall adhere to applicable sections of California Administrative Code, Title 8, concerning electrical and construction safety standards and practices.

Contractor shall require that an approved safety vest be worn by all personnel who are working at this project site. Any worker without a vest may be ordered off the job by the Inspector until such apparel is acquired. Questions as to approved vests shall be directed to the Engineer.

Prior to the beginning of work, the Contractor shall execute the provided construction traffic control plan to safely prosecute the construction work involved with a minimum of inconvenience to the motoring public. Any relocation of travel lanes longer than three calendar days shall be delineated by removing the existing striping and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sandblasting.

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position, for any reason, the contractor shall immediately replace or restore to their original location, in an upright position, the cones or portable delineators.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the Vehicle Code, the current State of California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones", and the State of California Department of Transportation Standard Plans.

The Contractor shall furnish such flagmen and equipment as are necessary to give adequate warning to traffic or to the public of any dangerous conditions in accordance with the current Department of Transportation "Instructions to Flagmen".

All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

The contractor shall include in its bid all costs for the above requirements and no separate payment will be allowed.

Warning Signs

Adequate warning signs for motorists shall be placed and maintained throughout all applicable phases of the work including speed limit reduction, loose gravel, fresh oil, and open trench. Signs shall be 36" X 36" in size; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

7-10.3 Street Closures, Detours, Barricades [Add the following:].

Street closures will not be allowed except as specifically permitted by the Engineer.

7-10.5 Protection of the Public [Add the following to the end of the section:].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

[Add the following:].

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor, at any time during the operation of the Work.

SECTION 9 MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

[Delete the last paragraph and substitute with the following:].

At the expiration of 35 days from the filing and recording of the Notice of Completion of the Work, the amount deducted from the final estimate and retained by the AGENCY will be paid to the Contractor except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

9-3.2 Partial & Final Payment

[Amend the first sentence of the first paragraph to read:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY'S payment procedure.

Each month, the Contractor shall meet with the Engineer, a minimum of three working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Add the following to the end of the section:].

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

Add the following Section:

9-4 DESCRIPTION OF BID ITEMS

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items related to the work.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in SSPWC, Section 9-1, and "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with SSPWC, Section 9-2, "Lump Sum Work,"

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited to the following description of bid items:

Bid Item No. 1 – Mobilization and Demobilization (5% Max.)

Mobilization and demobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Payment for Mobilization and Demobilization shall be included in the Lump Sum (LS) Price base is and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Brea; and complying with the requirements specified in those licenses and permits; coordination, field office facility, and incidentals necessary to perform all related items of work. Progress payments for mobilization bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization and administration during the entire contract period. No additional compensation will be allowed therefor.

Bid Item No. 2 – Clearing & Grubbing

Clearing and grubbing shall consist of removing all vegetation and specified materials from the demolition limits of the project and other such areas as may be shown in the documents. This work shall be performed in advance of grading as in accordance with the requirements herein specified, subject to erosion control requirements. The area shall be cleared of all remaining turf.

Clearing and grubbing shall include removal of any and all items not specifically covered under a separate bid item.

The lump-sum price bid for clearing and grubbing shall include for full compensation for sawcutting, removal, moving; transportation and disposal of all the resulting material including all dump fees and permits.

Bid Item No. 3 – Roof Repair

This item of work included furnishing a licensed roofing subcontractor to make a roof repair to the P1 parking entrance roof as detailed on the plans. Payment for this item of work shall be made at the contract unit price per lump sum, complete in place. No further compensation will be allowed.

Bid Item No. 4 – Irrigation and Drainage Systems

This item of work includes furnishing and installing the entire irrigation and drainage system, complete in place, and as depicted on sheets L6, L10 through L12 and details on L14 through L16 of the project plans. Payment for this item of work shall be made at the contract unit price bid per lump sum, complete in place. No further compensation will be allowed.

Bid Item No. 5 – Plant Material

The contractor shall furnish and plant all shrubs/trees at the locations depicted on sheets L19 through L21 of the project plans. The planting shall conform with related planting details on sheet L8 of the project plans. Payment for this item of work shall be made at the contract unit price bid per each, complete in place. No further compensation will be allowed.

Bid Item No. 6 – Mulch

The contractor shall furnish and place mulch as depicted on the project planting plans and notes. Payment for this item of work shall be made at the contract unit price bid per square foot, complete in place. No further compensation will be allowed.

Bid Item No. 7 – Fine Grading/Soil Prep.

This item covers the fine grading and soil preparation required to grade the project per the plans and prepare the site for planting of shrubs, groundcover and trees. This item also includes the soil test (section 212-1.1.1 and 211-4) Payment for this item of work shall be made at the contract unit price bid per square foot, complete in place. No further compensation will be allowed.

Bid Item No. 8 – 45 Day Landscape Maintenance

This item covers the 45 day maintenance and plant establishment period. This work shall conform with Section 308-6 of the Standard Specifications and the special provisions herein. Payment for this item of work shall be made at the contract unit price bid per square foot, complete in place. No further compensation will be allowed.

Bid Item No. 9 - Hardscape

This item of work includes furnishing and installing all pavers, concrete, mow curbs and monument footer, complete in place. Payment for this item of work shall be made at the contract unit price bid per lump sum, complete in place. No further compensation will be allowed.

Bid Item No. 10 – Monument Lighting

This item of work includes furnishing and installing the entire lighting system for the future monument, complete in place, and as detailed on the plans. Payment for this item of work shall be made at the contract unit price bid per lump sum, complete in place. No further compensation will be allowed.

PART 2 CONSTRUCTION MATERIALS

SECTION 211 MATERIAL TESTS

[Add the following subsection:].

211-4 AGRICULTURAL SUITABILITY TEST.

Contract to conduct soil testing from a minimum of four (4) locations per acre of planted area. Record locations where samples were taken. Submit soil test results to the Agency before work begins. Cost of soil test shall be borne by the Contractor appraised by Wallace Labs (310) 615-0116.

SECTION 212 LANDSCAPE & IRRIGATION MATERIALS

212-1 LANDSCAPE MATERIALS.

212-1.1 Topsoil.

212-1.1.1 General.

[Add following the first paragraph:].

Topsoil shall be Class C and contractor shall have soil tested for fertility, agricultural suitability, and appraisal.

Existing soil shall be clear and free of rocks, gravel, and other miscellaneous items 12" below finished grade.

212-1.2 Soil Fertilizing and Conditioning Materials.

212-1.2.4 Organic Soil Amendment.

[Modify the first paragraph as follows:].

Organic soil amendment shall be type 1, as described herein.

212-1.2.5 Mulch.

[Replace (a) – (f) with the following:].

Mulch size, type and quantity as specified on Plans. No shredded lumber will be accepted. Mulch must be fully composted as defined on the Plans.

212-1.5 Headers, Stakes and Ties.

212-1.5.3 Tree Stakes

[Replace all text of this subsection with the following:].

Quantity, type and size of tree stake and guying as designated on the Plans.

[Add the following subsection:].

212-1.5.4 Root Barrier

Root barrier, type and size as designated on the Plans.

212-2 IRRIGATION SYSTEM MATERIALS

212-2.1 Pipe and Fittings.

212-2.1.1 General

[Add the following before the first paragraph:].

Use only new materials of brands and types noted on drawings specified herein or approved equals.

212-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings.

[Omit the second paragraph and add the following:].

P.V.C. Pressure Main Line Pipe size and type as designated on the Plans with solvent welded joints. P.V.C. schedule 40 solvent welded piping shall be used for all non-pressure lateral line piping. PVC non-pressure lateral line piping size and type as designated on the Plans.

The following paragraphs shall be added at the end of the subsection:

All P.V.C. pipe must bear the following markings:

1. Manufacturer's name
2. Nominal pipe size
3. Schedule or class
4. Pressure rating in P.S.I.
5. NSF (National Sanitation Foundation) approval
6. Date extrusion
7. U.P.C. shield logo (IAPMO approval)

All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule and NSF seal of approval.

Solvent cement and primer for P.V.C. solvent-weld pipe and fittings shall be of type recommended by the manufacturer, and shall follow installation methods prescribed by the pipe manufacturer.

[Add the following subsection:].

212-2.2 Valves and Valve Boxes

212-2.2.4 Remote Control Valves.

[Add the following after paragraph number one:].

Remote control valve manufacturer, type and size as designated on the Plans.

212-2.2.6 Quick-Coupling Valves and Assemblies.

[Replace the words "19mm (3/4)" in the first sentence of the first paragraph with "25mm (1)".]

212-2.2.7 Valve Boxes.

[Replace all text in this subsection with the following:].

Valve boxes and covers manufacture, type and size as designated on the Plans.

[Add the following subsection:].

212-2.2.8 Ball Valves.

Ball valve manufacturer, type and size as designated on the Plans.

212-2.3 Backflow Preventer Assembly.

[Add the following after paragraph number one:].

Backflow preventer assembly, manufacturer, type and size as designated on the Plans.

[Add the following subsection:].

212-2.3.1 Wye Strainers

Wye Strainers manufacturer, type and size as designated on the Plans.

212-2.4 Sprinkler Equipment.

[Replace all text of this subsection with the following:].

Irrigation heads and drip emitters shall be of the manufacturer, size, type, with radius of throw, operating pressure, and discharge rate designated on the Plans.

Irrigation heads and drip emitters shall be used as designated on the Plans.

212-3 ELECTRICAL MATERIALS

212-3.2 Conduit and Conductors.

212-3.2.1 Conduit.

[Replace all text in this subsection with the following:].

Conduit and sweeps, type and size as designated on the Plans. All ends of conduit in valve and pull boxes shall be sealed using a waterproof material that can be easily removed from the conduit openings for the purpose of pulling wire through the conduit.

212-3.2.2 Conductors.

[Add the following paragraphs at the end of the subsection:].

The electrical system shall be installed in accordance with the National Electrical Code. Connections between the automatic controllers and the electrical control valves shall be made with direct burial copper wire AWG-U.F. 600 volt. Pilot wires shall be a different color wire for each automatic controller. Common wires shall be white with a different color stripe for each automatic controller. Install in accordance with valve manufacturer's specifications and wire chart. In no case shall wire size be less than No. 14.

Wiring shall occupy the same trench and shall be installed along the same route as mainline supply wherever possible. Install wires inside schedule 40 Conduit anywhere it is not possible to place in

pipe trench, or where wires must go under pavement. Conduit size shall be large enough to contain all necessary wires.

[Add the following subsection:].

212-3.2.3 Flow Sensor Cable

Flow sensor cable manufacturer, type and size as designated on the Plans.

212-3.3 Controller Unit.

Add the Following:

Add the words “and include a UL Listed combination metered socket” at the end of the second sentence of the section.

Add the words “14 gauge stainless steel” between the words “weatherproof” and “enclosure” in third sentence of the section.

Add the words “NEMA Type 3R Rated” the end of the third sentence of this section:

Add the following sentence to this section:].

Additional control system equipment such as flow meters, rain sensors and wireless signal assemblies shall be of the types and sizes designated on the Plans.

PART 3 CONSTRUCTION METHODS

SECTION 300 EARTHWORK

[Add the following:].

300-1 CLEARING AND GRUBBING.

300-1.1 General.

[Add the following to the end of the section:]

Clearing and grubbing shall include, but shall not be limited to, the removal of existing improvements including landscaping, shrubs, debris, and other objectionable material that may be uncovered in the course of excavation.

300-1.3 Removal and Disposal of Materials.

300-1.3.1 General.

[Delete Subsection in total and substitute with the following:]

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

The quantities of the various improvements to be removed as shown on the plan shall include saw cutting, breaking, removing, hauling and disposing of the improvements removed and there replacement are will be paid for at the contract unit price bid for that item of work as shown in the bid schedule and no additional compensation will be allowed therefore.

SECTION 308 LANDSCAPE AND IRRIGATION INSTALLATION

308-2 EARTHWORK AND TOPSOIL PLACEMENT.

308-2.1 General

308-2.3 Topsoil and Preparation Conditioning.

308-2.3.2 Fertilizing and Conditioning Procedures.

[Add the following:].

Refer to the planting notes on the Plans for soil amendments, fertilizers and soil conditioners.

Payment for stabilized organic amendment, soil removal and grading, and mulch shall be included in the price bid for fine grading/soil preparation.

308-4 PLANTING.

308-4.5 Tree and Shrub Planting.

[Replace all text in this subsection with the following:].

Planting holes shall have vertical sides with roughened surfaces and shall be the size and depth shown on Plans. Scarify bottom and sides of pit. Any plant with a broken or cracked rootball or damaged during planting shall not be planted. Containers shall be opened and removed in a manner that the root is not injured.

Fill excavations with water and allow to percolate out, before positioning plants.

Set plant plumb and hold rigidly in position until soil has been dampened firmly around ball or roots. A 3" high earthen basin shall be constructed around each plant. Top of rootball is to slightly higher than finish grade. Plants that settle deeper than the surrounding grade shall be raised to surrounding grade level.

Refer to the planting notes on the Plans for backfill for plant pits.

Spread at least 2" of mulch. Do not mulch over the root ball. Area around the plant shall be regraded to finish grade. Excess soil shall be disposed of by the contractor.

Payment for landscaping and other related work shown on the Plans and called for in the Special Provisions shall be made at the various applicable contract unit prices bid as shown in the bid schedule, and shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work necessary to install complete landscaping as specified on the Plans and specifications herein complete in place and no additional compensation will be allowed therefore.

308-4.6 Plant Staking and Guying.

308-4.6.1 Method 'A' Tree Staking.

[Omit Method 'A' and Method 'B' tree staking and replace with the following:].

The stakes shall be installed vertically, positioned outside the tree's rootball, at ground level, and extend a minimum of 24" past the bottom of the tree's rootball into the soil in a manner to avoid injury to the roots or breaking the rootball. Tie shall be installed per manufacturer's recommendation.

[Add the following subsection:].

308-4.6.4 Root Barrier.

Root barrier shall be installed per Plans.

[Add the following subsection:].

308-5 IRRIGATION SYSTEM INSTALLATION.

308-5.1 General.

[Add sentences to Paragraph six as follows:].

The drawings submitted shall be noted as "Record Drawings" and shall be completed on diazo mylars. The Contractor shall indicate all irrigation equipment locations by dimension. Each valve, mainline pipe, sleeve, meter, backflow preventer, controller wire, automatic controller and electrical service shall be located and dimensioned from two points of architectural permanence, e.g., curbs, walls, or buildings. The record drawings shall be prepared by a competent draftsman using reproducible sepia originals supplied by the City. Final record drawings will be approved by the Agency Representative prior to preparing the irrigation controller charts and photomylars. Photomylars shall be provided as final record drawings in 24" x 36" and 11" x 17" format. Record drawings shall be of the complete construction Plan set.

[Add paragraphs as follows:].

Contractor shall provide all labor, materials, and equipment necessary to furnish and install the irrigation system as shown on the drawings and as specified herein, including but not limited to irrigation materials and related appurtenances, water meter assembly(ies), connections to water and electrical utilities, excavation and backfill of pipe, trenches, temporary and permanent trench resurfacing and grinding, record drawings, guarantees, permits and licenses, testing and inspections and clean-up operations. Where it is necessary to saw cut, remove and replace existing sidewalk, miscellaneous concrete and landscape improvements to facilitate meter and service installation, the cost of said saw cut, removal, replacement and restoration to the satisfaction of the

property owner (private and public), shall be considered to be included in the contract price paid for the irrigation system. Sidewalk shall be replaced per City std. 103-0.

Controller Charts: The contractor shall prepare an irrigation controller chart indicating the Record Drawing serviced by that particular controller. All valves shall be numbered to match the actual field operation schedules. Only those areas controlled by that controller shall be shown. This chart shall be made from the irrigation system record drawings, entire or partial, showing buildings, walks, roads, parking, and walls. A color photocopy of this Plan, reduced as necessary, and legible in all details, shall be made to a size as directed by the Agency. Do not prepare controller charts until record drawings have been approved by the Agency's representative. Provide one chart for each automatic controller installed. Identify the area of coverage of each remote control valve, using a distinctly different pastel color, drawn over the entire area of coverage. Charts must be completed and approved prior to final review and acceptance of the irrigation system. This chart shall be approved by the Agency representative and shall be hermetically sealed in 20 mil plastic. This shall then be secured to the inside of each automatic controller. Show controller designation on each chart.

[The following paragraphs shall be added after paragraph three:].

Due to the scale of drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions. The work shall be installed in such a manner as to avoid conflicts between planting, and architectural features, etc.

308-5.2 Irrigation Pipeline Installation

308-5.2.1 General.

[The following sentences shall be added at the end of paragraph four:].

A minimum of twelve (12) inches clearance shall be maintained between irrigation pipelines and non-irrigation pipelines/conduits.

[The following paragraphs shall be added at the end of the subsection:].

P.V.C. Sleeves shall be required under areas where all hardscape materials shall be installed. Sleeving shall be done per details on the project Plans.

Where sleeve lengths exceed 200 feet without the ability to install pull boxes, irrigation control wiring and pull wire (left in place) shall be installed at time of sleeve installation to minimize stress on wire.

308-5.2.3 Plastic Pipeline.

[The following shall be added to the end of paragraph one:].

PVC to metal connections shall only be accomplished by PVC male adapters screwed into metal fittings. Teflon tape shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints. Light wrench pressure is all that is required.

[The following paragraph shall be added following paragraph four:].

Handling of PVC Pipe and Fittings. The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe and fittings. All PVC pipe are to lie flat and not to be subjected to undue bending or concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded and, if installed, shall be replaced with new piping. Pipe and fittings shall not be stored in direct sunlight.

308-5.3 Installation of Valves, Valve Boxes, and Special Equipment

[Replace the third paragraph with the following:].

Ball valves shall be the same size as the pipeline in which they are installed for 2" pipeline and smaller, for 2 1/2" pipeline use 2" ball valve. Downstream piping from the control valve shall be the size indicated on the Plans. Use PVC reducing bushings as required to change between control valve sizes and pipe sizes.

Replace the word "Gate" in the first and second sentence of the fourth paragraph with the word "Ball".

Replace the words "covered concrete box" in the second sentence of the fourth paragraph with the words "covered plastic box".

Replace the first sentence of the fifth paragraph with the following:

All quick coupler valves shall be installed inside plastic valve boxes, no quick coupler valves shall be installed projecting above grade.

Replace the words "covered concrete box" in the second sentence of the fifth paragraph with the words "covered plastic box".

Eliminate the third sentence in the fifth paragraph.

308-5.4 Sprinkler Head Installation Adjustment

308-5.4.2 Location, Elevation and Spacing

Eliminate the fourth and fifth paragraphs in this section.

308-5.4.3 Riser and Nozzle Line Installation

[Replace the second through seventh paragraphs in this section with the following:].

Sprinkler heads shall be installed on double swing joint assemblies. Double swing joint assemblies shall be as designated on the Plan.

Sprinkler swing joints shall be sized per the inlet of the sprinkler on which they are to be used.

308-5.4.4 Sprinkler Head Adjustment

[Add the following sentence to this section:].

Sprinkler heads shall be adjusted to eliminate overspray onto adjacent paving, or other non-planted areas.

308-5.5 Automatic Control System Installation

Replace the word “concrete” in both instances in the second sentence of the third paragraph with the word “plastic”.

Replace the words “galvanized steel” in the first sentence of the fourth paragraph with the words “Schedule 40 PVC”.

[Add the following to the end of this section:].

Radio conductivity from each controller location shall be provided and confirmed in writing to City prior to commencement of work.

Installation of irrigation controllers shall be certified by Hydroscape Technical Services representative to confirm radio conductivity and proper operation with the City’s Maxicom system.

308-5.6 Flushing and Testing

308-5.6.1 General.

[The following paragraph shall preface the subsection:].

Flushing Main Lines:

Flushing of the lines shall be done before quick coupling valves and remote control valves are in place. All open ends shall be piped (temporarily) to exhaust flushing water up and out of the trenches. No water will be permitted to fall into the trench. Flushing procedure will be to first open the ports nearest the source, then recap, and move progressively towards the end of the line, with only one open port flushing at any one time.

Amend the last sentence of the first paragraph by adding "and approved in writing" at the end of the sentence.

[Add the following paragraph to the end of the subsection:].

When the irrigation system is completed, a coverage test shall be performed in the presence of the City inspector to determine if the water coverage for planting areas is complete, adequate, and avoids overspray onto walks, roadways and buildings as much as possible. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Drawings, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the City Inspector. This test shall be accomplished before any plant material is installed. The Contractor shall request the presence of the City of Brea in writing at least forty-eight (48) hours in advance of testing.

The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways and buildings as much as possible

308-5.6.2 Pipeline Pressure Test.

Pressure test at the end of the first paragraph shall be amended to read: Mains 6 hrs. at 150 psi. Mainline pressure loss during test shall not exceed 2 PSI.

308-5.6.4 Operational Test.

[Add the following paragraph to the end of the subsection:].

Contractor shall coordinate with City maintenance staff to set up and provide training session for the operation of a typical controller. A Rainbird Services representative shall conduct the training session with Contractor in attendance. The training session shall include demonstration of field controller with central control system. Additionally, contractor shall demonstrate to the satisfaction of City maintenance personnel the criteria used in the programming of data for each irrigation zone.

308-6 MAINTENANCE AND PLANT ESTABLISHMENT.

[The fifth paragraph of this subsection is hereby modified to require a 45 calendar day maintenance period:].

The maintenance period shall be after the City has notified the Contractor of preliminary acceptance of all site improvements. Acceptance shall include but not be limited to the following: All materials as set forth in the contract shall be installed and operating according to City requirements.

During the maintenance period, all plants and planted areas shall be kept well watered and weed free at all times.

In order to expedite the plant establishment work, the Contractor shall maintain a sufficient number of men and adequate equipment to perform the work herein specified from the time any planting is done until the end of the maintenance period.

Depressions caused by vehicles, bicycles, or foot traffic are to be filled, leveled and replanted.

Gophers and moles are to be exterminated, and their damages are to be repaired.

Refer to planting notes on the Plans regarding applying soil conditioners and commercial fertilizers during the maintenance period, and notify the City or City's representative the day it will be done. Final application is to be 10 days prior to final acceptance. All fertilizer to be delivered to the site and approved by the City or City's representative prior to installation.

All paved areas including street curbs and gutters will be maintained in a neat and clean condition at all times, as directed by the City or City's representative.

Disease and Pest Control: Throughout the maintenance period, all plants shall be maintained in a disease and pest free condition. A licensed pest control operator shall be retained by the Contractor to recommend and apply all pesticides, herbicides and fungicides.

Contractor shall contact designated representative of the City at monthly intervals for the purpose of conducting walk-through inspections of all maintained facilities. Discrepancies will be noted and responsible party shall attempt to eliminate problems immediately.

APPENDIX A

CONTRACTORS BUSINESS LICENSE APPLICATION



IN BREA-BUSINESS COUNTS!

CITY OF BREA

BUSINESS LICENSE TAX APPLICATION

Please complete this application then call for FEE due.

Submit completed application along with payment to:

City of Brea, Business License Division,

1 Civic Center Cir., Brea, CA 92821

(714) 990-7686 Fax (714) 671-4484

BusinessLicenseInfo@CityOfBrea.net



1. BUSINESS NAME		START DATE (Brea, CA 92821)	
2. BUSINESS ADDRESS		BUSINESS PHONE	
3. MAILING NAME AND ADDRESS (if different from business address) Include corp. name if applicable		ANNUAL GROSS RECEIPTS	NO. OF EMPLOYEES (Brea) FT _____ PT _____
		EMERGENCY CONTACT NAME, TITLE, RESIDENCE PHONE NO.	
HOME PAGE ADDRESS: www.		EMAIL ADDRESS:	
4. TYPE OF BUSINESS: State fully the exact nature of business to be conducted at or from the location shown on line 2 above.			
5. FEDERAL EMPLOYER ID NO.		STATE EMPLOYER ID NO. (EDD)	
6. CALIFORNIA STATE CONTRACTOR'S LICENSE NO. & CLASSIFICATION (if applicable)	CALIFORNIA SELLER'S PERMIT NO./ RESALE NO. (if applicable)	CALIFORNIA STATE PROFESSIONAL LICENSE NO. (if applicable)	

OWNER/OFFICER INFORMATION

7. Please check the type of ownership and complete information.

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Husband & Wife	<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	
SSN (Only Sole or Partnership):			DL # (Only Sole or Partnership):		
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	
SSN (Only Partnership):			DL # (Only Partnership):		
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	

PAYMENT OF THIS TAX DOES NOT CONSTITUTE ZONING, BUILDING, OR FIRE CODE APPROVAL. CHECK WITH THE DEVELOPMENT SERVICES DEPARTMENT IN ORDER TO DETERMINE IF YOUR BUSINESS CAN BE LEGALLY ESTABLISHED AT YOUR LOCATION.

8. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature _____ Print Name _____ Title _____ Date _____

FOR OFFICE USE ONLY

ACCOUNT NO.	ORDINANCE	CLASSIFICATION
EFFECTIVE DATES	ISSUE DATES	FEE
CERTIFICATE OF OCCUPANCY:	<input type="checkbox"/> YES	<input type="checkbox"/> NO

NOTES:

APPENDIX B

INSURANCE AND INDEMNITY REQUIREMENTS

APPENDIX C

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

Contractor

By

Title

Date: _____

Note: This form is required for every Dig Alert Identification Number issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request

APPENDIX D

SAMPLE WARRANTY BOND

Bond No. _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

("Principal"), a contract ("Contract") for the work described as follows:

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Insert name, address , and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of

Dollars (\$XXX.XX), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of

time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the Authority of any person signing as attorney-in-fact must be attached.

APPENDIX E

SAMPLE FAITHFUL PERFORMANCE BOND

**Improvement Bond
Faithful Performance (California)**

Bond No. _____
Initial Premium _____

WHEREAS, The City Council of the CITY OF BREA, State of California, _____; (“Principal” hereinafter) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project **Brea Civic and Cultural Center Landscape Improvements** is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the CITY OF BREA (“City” hereinafter), in the penal sum of _____ (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respect according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

Principal

By: _____

Address _____ Surety

Telephone #: _____

APPENDIX F

SAMPLE LABOR AND MATERIAL BOND

**Improvement Bond
Labor and Material (California)**

Bond No. _____
Premium _____

WHEREAS, The City Council of the CITY OF BREA, State of California, and _____, ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project **Brea Civic and Cultural Center Landscape Improvements** is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY OF BREA to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held firmly bound unto the CITY OF BREA and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY OF BREA in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

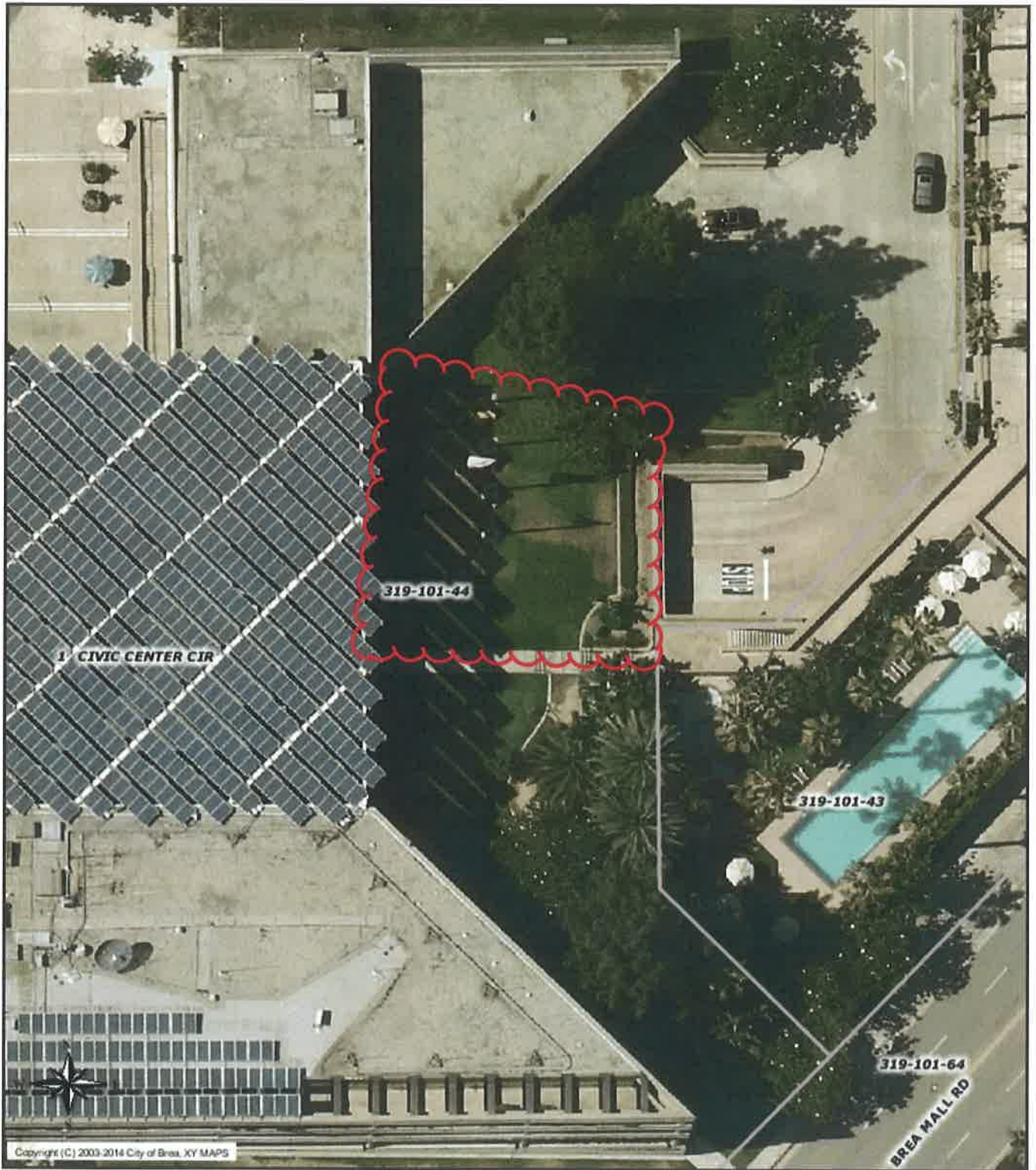
Principal

By: _____

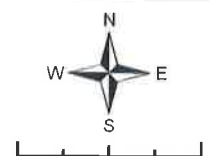
Address _____ Surety _____
Telephone #: _____

APPENDIX G

WEIGHT RESTRICTION AREA FOR P1 ENTRANCE ROOF



P1 Weight Restrictions



Scale: 1 in = 37 ft

Printed 8/8/2018

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 10/02/2018

SUBJECT: Budget Adjustments to the City Operating and Capital Improvement Program
Budgets for Fiscal Year 2017-18 and Approve Multiple Year Carryovers

RECOMMENDATION

Adopt the attached resolutions appropriating funds to adjust the Fiscal Year 2017-18 City Operating and Capital Improvement Program Budgets and approve Multiple Year Carryovers (more than three years) for certain uncompleted projects.

BACKGROUND/DISCUSSION

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of items previously approved by the City Council during the fiscal year, or staff recommended adjustments for City Council consideration. The recommended adjustments to the City Operating Budget are listed in City - Exhibit A. These adjustments are separated by funding source and the accounts are identified as either revenue or expenditure accounts.

In the Police Department, the funding of the School Resources Officer assigned to Brea-Olinda High School (\$161,703) was transferred from the Narcotic Asset Seizure Fund (231) to the General Fund (110). Traditionally, Fund 231 has supported this position, but for the past couple of years, narcotics asset seizure revenues have been declining due to changes in criminal narcotics transactions and recent changes at the state legislative level which have significantly curtailed the types of asset seizure revenues state and local governments are eligible to receive. Therefore, for FY 2017-18 and moving forward, Fund 231 can no longer support this valuable position and the most reasonable funding source is the General Fund (110).

The Fire Department continues to respond to mutual aid throughout California. Fortunately, Fire Administration has been diligent in seeking reimbursement for costs incurred. Mutual aid responses included: the 2018 January Storms in Montecito and the Aliso Fire in Orange County. These strike team responses resulted in the Fire Department's Overtime Budget and other operating costs to increase by \$76,874. This cost is fully offset by reimbursements. These adjustments also include budget adjustments for the Community Facility Districts (CFDs) for the Blackstone and La Floresta Developments (Funds 360 and 361). The net budget increase is as follows: Blackstone - \$83,509 and La Floresta - \$63,804. Actual salary and benefits for both Police and Fire Services were higher than expected. These costs represent the CFDs' fair share for these services. The Public Works Department had budgeted savings to help offset these costs; however, the remaining balances are being taken from fund reserves. Revenues collected were not sufficient to cover these

additional expenditures.

For Capital Improvement Project #7318 - Kraemer Blvd. and Lambert Road Rehabilitation (Phase 3), there were changes in funding. Federal Grants as well as Measure M Fund Transportation Tax (260), the Urban Runoff (410), and the Sewer Utility (430) Funds had a decrease in funding of \$181,261; \$305,585; \$54,000; and \$2,472 respectively. Meanwhile, the Water Utility Fund (420), State Grants, and Miscellaneous Government had an increase in funding of \$39,950; \$158,350; and \$52,491. As presented in the CIP budget adjustments, there is an overall reduction of expenditures of \$292,527 for this project.

In the Risk Management Fund (470), budget adjustments are needed for unanticipated general liability claims (\$83,410) and unanticipated workers' compensation claims (\$262,410) paid. These costs were able to be covered by unbudgeted refunds received from prior year expenses of \$318,400 and greater than anticipated refunds for expenses of \$31,760. Overall, the net impact to the Risk Management Fund is \$4,340 positive.

The City's Fiscal Policies state, "Expenditures budgeted in one fiscal year may be carried over to the next fiscal year automatically if the purpose for which the expenditure was budgeted has not been completed. Such carryovers shall not occur for more than two budget cycles without Council approval (with the exception of PEG Fees and Seagraves Fire Truck Maintenance)." However, there are a number of carryovers that should be included in these exceptions. For example: CASP (Certified Access Specialist Program) Fee Training (\$13,541), Olinda Museum Donations (\$18,107), Senior Center Case Management Funds (\$2,300), Senior Center Donations (\$20,649), Senior Transportation Program Overhead (\$51,131), Public Art Trust Account (\$21,880), and Housing Rehabilitation Funds (\$117,448). These carryovers are tied to revenues that are for a specific purpose. This funding cannot always be spent within a two budget cycle. Staff will update the City's Fiscal Policies to add these carryovers to the exception list when the next budget is adopted.

In addition, there are three projects that staff wishes to carryover for an additional two-year cycle. These include the carryovers for the Brea Envisions Project (\$96,484), the Senior Center Room A and Cabinet Project (\$17,858), and the upgrade to the Utility Billing Software (\$30,960). Council's direction was to use the excess money from the original project to help with the implementation of the ideas that came from Brea Envisions. Staff is unsure if project money will be used in its entirety in Fiscal Year 2018-19; therefore, an additional two years is being requested to carryover this funding. Also, there have been delays in the Senior Center Room A and Cabinet Project due to lack of availability of Building Maintenance Staff. Likewise, Utility Billing staff has experienced a number of setbacks (primarily with the vendor) with this upgrade and are moving toward upgrading to the latest version of the software to avoid the generation of several custom modifications to the product. The release of the latest version is anticipated to be in December 2018. Therefore, staff is unsure if the remainder of the money will be spent by the end of the current fiscal year. With City Council's approval, staff will carryover these funds and the FY 2018-19 Budget will be adjusted accordingly.

COMMISSION/COMMITTEE RECOMMENDATION

The attached FY 2017-18 budget adjustments were reviewed by the Finance Committee on September 25, 2018, and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The City Operating Budget adjustments for the General Fund (110) in Exhibit A resulted in an increase in revenues of \$76,874 and an increase in expenditures and transfers-out of \$238,577, for a net General Fund increase in expenditures and transfers-out of \$161,703 . The City Operating Budget adjustments for all funds resulted in an increase in revenues and transfers-in of \$458,285 and an increase in expenditures and transfers-out of \$374,303 for a net increase in revenues and transfers-in of \$83,892.

The Capital Improvement Program Budget adjustments in CIP - Exhibit A consists of a decrease in expenditures of \$57,162 with a corresponding net decrease in revenues and transfers-in. The adjustments to revenue and transfers-in are as follows:

Measure M Transportation Tax (260)	(\$305,585)
Urban Runoff Fund (410)	(54,000)
Water Utility Fund (420)	39,950
Sewer Utility Fund (430)	1,343
Traffic Impact Fees Fund (540)	31,550
State Grants	158,350
Federal Grants	(181,261)
Miscellaneous Government Grants	252,491
TOTAL	(\$57,162)

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Faith Madrazo, Revenue & Budget Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution - City

Resolution - CIP

RESOLUTION NO. 2018-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE CITY OPERATING BUDGET FOR FY 2017-18 AS AMENDED

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that the City Operating Budget for FY 2017-18, Resolution No. 2017-040, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

APPROVED AND ADOPTED this 2nd day of October, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 2nd day of October, 2018 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

City of Brea

BUDGET ADJUSTMENTS
FY 2017-18 OPERATING BUDGET

October 2, 2018

Account Number	Current Budget	Revised Budget	Funding Required	Description
<u>GENERAL FUND (110)</u>				
<u>Police Services</u>				
2112 (EXP) School Resources & Professional Standards	6,774	168,477	161,703	Transfer funding for the School Resource Officer from the Narcotics Enforcement Asset Seizure Fund (231) to the General Fund (110).
<u>Fire Services</u>				
3549 (REV) State Grants	729,130	806,004	76,874	Reimbursement for Strike Team Responses.
2221 (EXP) Operations	4,397,335	4,474,209	76,874	Overtime and other costs accrued from Strike Team Responses.
2221 (EXP) Operations	4,399,365	4,385,114	(14,251)	Reduce budget to transfer budgeted savings from the Fire Operations for the purchase of a Fire/Rescue Utility Terrain Vehicle approved by City Council on June 19, 2018.
2221 (EXP) Operations	4,385,114	4,395,114	10,000	Budgeted savings from the Prevention Division to purchase supplies and rescue and medical equipment to outfit the Fire/Rescue Utility Terrain Vehicle.
2231 (EXP) Prevention	778,703	768,703	(10,000)	Reduce budget to transfer budgeted savings from Prevention to Operations to purchase supplies and rescue and medical equipment to outfit the Fire/Rescue Utility Terrain Vehicle.
5985 (EXP) Transfers-out to Fund 480	47,052	61,303	14,251	Transfer budgeted savings from the Fire Department for the purchase of a Fire/Rescue Utility Terrain Vehicle to Fund 480.
Change in Fund Revenues			76,874	
Change in Fund Expenditures			238,577	
Net Increase in Fund Expenditures			161,703	
<u>MEASURE M TRANSPORTATION TAX FUND (260)</u>				
5985 (EXP) Transfers out to Fund 510	1,287,150	981,565	(305,585)	Decrease funding for Kraemer Blvd. & Lambert Road Rehabilitation - Project #7318
Decrease in Fund Expenditures			(305,585)	

NARCOTICS ENFORCEMENT ASSET SEIZURE FUND (231)

Account Number	Current Budget	Revised Budget	Funding Required	Description
2141 (EXP) Special Programs	208,114	46,411	(161,703)	Transfer funding of the School Resource Officer from Narcotics Enforcement Asset Seizure Fund (231) to the General Fund (110)
Decrease in Fund Expenditures			(161,703)	

LANDSCAPE & LIGHTING MAINTENANCE DISTRICT #2 FUND (342)

5112 (EXP) Maintenance District	5,495	5,745	250	Unbudgeted public hearing notices. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
Increase in Fund Expenditures			250	

LANDSCAPE & LIGHTING MAINTENANCE DISTRICT #4 FUND (344)

5112 (EXP) Maintenance District	2,204	2,530	326	Unbudgeted public hearing notices. Assessments collected were sufficient to cover the additional expense.
Fund Total			326	

LANDSCAPE & LIGHTING MAINTENANCE DISTRICT #6 FUND (346)

5112 (EXP) Maintenance District	191,091	202,581	11,490	Higher than expected water costs due to leaks and irrigation main line breaks. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
Increase in Fund Expenditures			11,490	

COMMUNITY FACILITIES DISTRICT - BLACKSTONE 2008-1 FUND (360)

2131 (EXP) Patrol	90,444	104,244	13,800	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Police Services. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
2221 (EXP) Fire Operations	309,142	405,163	96,021	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Fire Services. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
2222 (EXP) Paramedic Services	144,131	151,812	7,681	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Fire Services. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.

Account Number		Current Budget	Revised Budget	Funding Required	Description
2223 (EXP)	Fire Prevention	33,259	33,951	692	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Fire Services. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
5145 (EXP)	Wildcatter Park	216,120	213,353	(2,767)	Reduce budget to align with actual costs and transfer excess budget to Police and Fire Services
5146 (EXP)	Open Space	20,290	5,929	(14,361)	Reduce budget to align with actual costs and transfer excess budget to Police and Fire Services
5147 (EXP)	Dog Park	54,560	37,003	(17,557)	Reduce budget to align with actual costs and transfer excess budget to Police and Fire Services
Increase in Fund Expenditures				83,509	

COMMUNITY FACILITIES DISTRICT - LA FLORESTA 2011-1 FUND (361)

2131 (EXP)	Patrol	60,296	99,771	39,475	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Police Services. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
2221 (EXP)	Fire Operations	87,729	114,972	27,243	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Fire Services. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
2222 (EXP)	Paramedic Services	40,903	43,081	2,178	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Fire Services. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
2223 (EXP)	Fire Prevention	9,438	10,042	604	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Fire Services. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
5148 (EXP)	Trails	7,401	1,705	(5,696)	Reduce budget to align with actual costs and transfer excess budget to Police and Fire Services
Increase in Fund Expenditures				63,804	

COMMUNITY FACILITIES DISTRICT - TAYLOR MORRISON (2013-1) FUND (362)

2221 (EXP)	Fire Operations	20,888	27,382	6,494	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Fire Services. Assessments collected were sufficient to cover the additional expense. Expense funded by reserves.
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Account Number		Current Budget	Revised Budget	Funding Required	Description
2222 (EXP)	Paramedic Services	9,738	10,245	507	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Fire Services. Assessments collected were sufficient to cover the additional expense. Expense funded by reserves.
2231 (EXP)	Fire Prevention	9,438	9,888	450	Additional salaries, overtime, and other salary related costs that represent the CFD's fair share of Fire Services. Assessments collected were sufficient to cover the additional expense. Expense funded by reserves.
Increase in Fund Expenditures				7,451	
<u>URBAN RUNOFF FUND (410)</u>					
5985 (EXP)	Transfers out to Fund 510	54,000	0	(54,000)	Decrease funding for Kraemer Blvd. & Lambert Road Rehabilitation - Project #7318
Decrease in Fund Expenditures				(54,000)	
<u>WATER UTILITY FUND (420)</u>					
5985 (EXP)	Transfers out to Fund 510	90,000	129,950	39,950	Increase funding for Kraemer Blvd. & Lambert Road Rehabilitation - Project #7318
Increase in Fund Expenditures				39,950	
<u>SEWER UTILITY FUND (430)</u>					
1161 (EXP)	Council Support	9,479	9,579	100	Additional salary and benefit costs
5123 (EXP)	Sewers	1,081,762	1,081,662	(100)	Transfer budget to Council Support (City Clerk) to cover additional salary and benefit costs
5985 (EXP)	Transfers out to Fund 510	36,000	33,528	(2,472)	Decrease funding for Kraemer Blvd. & Lambert Road Rehabilitation - Project #7318
5985 (EXP)	Transfers out to Fund 510	3,785	7,600	3,815	Increase funding for the Glenbrook Tract Waterline Improvements due to unanticipated costs- Project
Increase in Fund Expenditures				1,343	
<u>RISK MANAGEMENT FUND (470)</u>					
3722 (REV)	Refunds - Prior Year Expense	0	318,400	318,400	Unbudgeted refunds from prior year
3729 (REV)	Refunds & Recovery - Other	50,000	81,760	31,760	Additional recovery of expenses
1483 (EXP)	Risk Management	3,475,677	3,559,087	83,410	Unanticipated General Liability Claims Paid
1483 (EXP)	Risk Management	3,559,087	3,821,497	262,410	Unanticipated Workers Comp Claims Paid
Change in Fund Revenues				350,160	
Change in Fund Expenditures				345,820	
Net Increase in Fund Revenues				4,340	
<u>EQUIPMENT & VEHICLE MAINTENANCE FUND (480)</u>					

Account Number		Current Budget	Revised Budget	Funding Required	Description
3985 (REV)	Transfers-in from Fund 110	47,052	61,303	14,251	Transfer of budgeted savings from the Fire Department for the purchase of a Fire/Rescue Utility Terrain Vehicle approved by City Council on June 19, 2018 from the General Fund (110).
3745 (REV)	Contribution for Fire Equipment	0	17,000	17,000	Donations received for the purchase of an ATV
5161 (EXP)	Equipment Maintenance	2,716,992	2,748,243	31,251	Purchase of a Fire/Rescue Utility Terrain Vehicle approved by City Council on June 19, 2018.
	Change in Fund Revenues			31,251	
	Change in Fund Expenditures			31,251	
	Net Increase in Fund Expenditures			0	
<u>TRAFFIC IMPACT FEES FUND (540)</u>					
5985 (EXP)	Transfers out to Fund 510	29,450	61,000	31,550	Increase funding for the Birch Street Traffic Signal Synchronization - Project #7709
	Increase in Fund Expenditures			31,550	
<u>SUCCESSOR AGENCY SUPPORT AREA AB FUND (630)</u>					
1143 (EXP)	City Manager	17,708	18,573	865	Additional salary and benefit costs.
1432 (EXP)	Agency Accounting	152,895	155,800	2,905	Additional salary and benefit costs.
3219 (EXP)	Agency General Admin	32,370	28,600	(3,770)	Transfer budget to City Manager & Agency Accounting to cover additional salary and benefit costs.
	Increase in Fund Expenditures			0	
<u>PARS POST EMPLOYMENT BENEFIT FUND (810)</u>					
1424 (EXP)	Treasury	0	40,270	40,270	Create a budget for expenditures relating to portfolio management. Expense was previously applied against interest revenue.
	Increase in Fund Expenditures			40,270	
	TOTAL OF FUNDS CHANGE IN REVENUE			458,285	
	TOTAL OF FUNDS CHANGE IN EXPENDITURES			374,303	
	TOTAL NET FUND INCREASE IN REVENUES			83,982	

RESOLUTION NO. 2018-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING FISCAL YEAR 2017-18 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATING ADDITIONAL FUNDS

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2017-18 of the Capital Improvement Program Budget, Resolution No. 2017-041, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

APPROVED AND ADOPTED this 2nd day of October, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 2nd day of October, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

City of Brea

QUARTERLY BUDGET ADJUSTMENTS
FY 2017-18 CAPITAL IMPROVEMENT PROGRAM BUDGET

October 2, 2018

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>CAPITAL IMPROVEMENT PROGRAM FUND (510)</u>					
3549	(REV) State Grants	-	158,350	158,350	
3569	(REV) Federal Grants	1,000,000	818,739	(181,261)	
3571	(REV) Misc. Government Grants	129,000	181,491	52,491	
3985	(REV) Transfers-in from Fund 260	1,278,150	972,565	(305,585)	De-obligate funding from Federal Grants, Measure M, Urban Runoff, and Sewer Utility Funds. Change applicable funding to State and Miscellaneous Grants and the Water Utility Fund for the Kraemer Blvd. & Lambert Road Rehabilitation Project - #7318 and reduce overall expenditures for the project.
3985	(REV) Transfers-in from Fund 410	54,000	-	(54,000)	
3985	(REV) Transfers-in from Fund 420	90,000	129,950	39,950	
3985	(REV) Transfers-in from Fund 430	3,288,851	3,286,379	(2,472)	
7318	(EXP) Rehabilitation	2,587,150	2,294,623	(292,527)	
				-	
3985	(REV) Transfers-in from Fund 430	3,785	7,600	3,815	Appropriate funds of \$3,815 from the Sewer Utility Fund (430) for the Glenbrook Tract Waterline Improvements due to unanticipated additional inspection costs.
7452	(EXP) Improvements	3,785	7,600	3,815	
				-	
3985	(REV) Transfers-in from Fund 540	29,450	61,000	31,550	Appropriate funds of \$31,550 from the Traffic Impact Fees Fund (540) for the Birch Street Traffic Signal Synchronization
7709	(EXP) Synchronization	29,450	61,000	31,550	
				-	
3571	(REV) Misc. Government Grants	250,000	450,000	200,000	Record the additional contribution from the Brea-Olinda Unified School District due to sewer related costs for the construction of Logos de Moreno Park.
3985	(REV) Transfers-in from Fund 250	1,621,473	1,621,473	-	
3985	(EXP) Transfers-in from Fund 560	917,795	917,795	-	
7929	(EXP) Logos de Moreno Park	2,789,268	2,989,268	200,000	
				-	

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 10/02/2018

SUBJECT: August Outgoing Payment Log and September 17, 20, 21 and 28, 2018 City Check Registers - Receive and file.

Attachments

August Outgoing Payment Log
09-17-18 City Check Register
09-20-18 City Check Register
09-21-18 City Check Register
09-28-18 City Check Register

City of Brea
Outgoing Payment Log
Aug 2018

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
8/1/2018	CALPERS	Safety UAL 2018-19	4,892,828.00
8/1/2018	CALPERS	Misc UAL 2018-19	2,230,624.00
8/2/2018	BANK OF NEW YORK MELLON	Downtown CFD bonds debt service	221,214.26
8/2/2018	BANK OF NEW YORK MELLON	Olinda CFD bonds debt service	365,322.02
8/2/2018	BANK OF NEW YORK MELLON	Brea Plaza CFD bonds debt service	549,412.52
8/3/2018	Citizens Business Bank	Credit card processing fees	2,114.71
8/3/2018	Brea Payroll	Brea staff payroll	859,004.80
8/3/2018	Brea Payroll	Employee deductions	98,538.99
8/3/2018	IRS	Payroll Federal taxes	160,876.23
8/3/2018	EDD	Payroll State taxes	52,373.53
8/3/2018	CA SDU	Child support payments	723.72
8/6/2018	CALPERS	Member retirement	199,460.30
8/10/2018	CALPERS	Medical payment	380,174.73
8/17/2018	Brea Payroll	Brea staff payroll	916,101.48
8/17/2018	Brea Payroll	Employee deductions	101,341.03
8/17/2018	IRS	Payroll Federal taxes	174,087.87
8/17/2018	EDD	Payroll State taxes	58,310.04
8/17/2018	CA SDU	Child support payments	930.12
8/17/2018	LAIF	Contribution	4,200,000.00
8/21/2018	Citizens Business Bank	Monthly banking service fee - Aug	2,115.22
8/22/2018	CALPERS	Member retirement	198,836.92
8/23/2018	Paymentus	Monthly service fee - July	4,340.00
8/23/2018	CA Dept of Tax	Sales tax - Aug	1,704.00
8/23/2018	LAIF	Contribution	1,300,000.00
8/30/2018	ILJAOB Payroll	ILJAOB staff salary & payroll taxes	13,104.87
8/31/2018	Brea Payroll	Brea staff payroll	988,295.01
8/31/2018	Brea Payroll	Employee deductions	19,845.98
8/31/2018	IRS	Payroll Federal taxes	186,269.07
8/31/2018	EDD	Payroll State taxes	64,466.65
8/31/2018	CA SDU	Child support payments	673.99
			<hr/>
			18,243,090.06
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	174,509.75
	Various	General Liability Claims	2,807.15
			<hr/>
			Subtotal
			177,316.90
			<hr/>
			\$ 18,420,406.96
			<hr/>

City Check Register for: Sep 17, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
178882	CITY OF VERNON	09/17/2018	27954	480515161	1998 AM LF TILLER TRK	\$49,999.00
CITY OF VERNON					Total Check Amount:	\$49,999.00
Check Subtotal						\$49,999.00

TOTAL \$49,999.00

City Check Register for: Sep 20, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
178919	SHARPER IMAGE COLLISION	09/20/2018	24443	480515161	983K ACCIDENT REPAIR	\$12,593.42
SHARPER IMAGE COLLISION					Total Check Amount:	\$12,593.42
Check Subtotal						\$12,593.42

TOTAL \$12,593.42

City Check Register for: Sep 21, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
178883	ALBERTSONS	09/21/2018	19188	110000000	ALARM PERMIT #17446	\$50.00
ALBERTSONS						Total Check Amount: \$50.00
178884	BREA OLINDA UNIFIED SCHOOL DISTRICT	09/21/2018	1970	110404428	SUMMER CAMP 8/2018	\$1,001.68
BREA OLINDA UNIFIED SCHOOL DISTRICT						Total Check Amount: \$1,001.68
178885	CALIFORNIA NEWSPAPER PARTNERSHIP	09/21/2018	26287	110000000	LEGAL NOTICES JUL18	\$234.00
		09/21/2018	26287	110111161	LEGAL NOTICES JUL18	\$494.70
		09/21/2018	26287	110323231	LEGAL NOTICES JUL18	\$201.00
CALIFORNIA NEWSPAPER PARTNERSHIP						Total Check Amount: \$929.70
178886	CALIFORNIA YELLOW CAB	09/21/2018	24712	110404525	SR CTR TAXI RIDES AUG	\$47.00
CALIFORNIA YELLOW CAB						Total Check Amount: \$47.00
178887	CINTAS	09/21/2018	24347	110404542	THEATER FIRST AID	\$61.77
CINTAS						Total Check Amount: \$61.77
178888	JANICE CIPRIANI	09/21/2018	27214	110404541	PAINTING WORKSHOP	\$769.50
JANICE CIPRIANI						Total Check Amount: \$769.50
178889	COPWARE, INC.	09/21/2018	14266	110212111	LEGAL SOURCEBOOK	\$700.00
COPWARE, INC.						Total Check Amount: \$700.00
178890	COUNTY OF ORANGE	09/21/2018	4799	110212122	FINGERPRINT 9/2018	\$1,783.00
COUNTY OF ORANGE						Total Check Amount: \$1,783.00
178891	CPSI - PROPERTY SPECIALIST, INC.	09/21/2018	26951	510707251	57/LAMBRT CONSUKT AUG	\$5,257.50
CPSI - PROPERTY SPECIALIST, INC.						Total Check Amount: \$5,257.50
178892	DMV RENEWAL	09/21/2018	3545	480515161	VEH. REGISTRATION RENEWAL	\$441.00
DMV RENEWAL						Total Check Amount: \$441.00
178893	DMV RENEWAL	09/21/2018	3545	480515161	VEH. REGISTRATION RENEWAL	\$441.00
DMV RENEWAL						Total Check Amount: \$441.00
178894	SOUTHERN CALIFORNIA EDISON	09/21/2018	3343	490515151	ELECTICITY AUG/SEPT18	\$33,631.44
SOUTHERN CALIFORNIA EDISON						Total Check Amount: \$33,631.44
178895	SOUTHERN CALIFORNIA EDISON	09/21/2018	3343	110515121	ELECTRICITY	\$1,758.88
		09/21/2018	3343	110515125	ELECTRICITY	\$25.87
		09/21/2018	3343	110515141	ELECTRICITY	\$33.06
		09/21/2018	3343	110515143	ELECTRICITY	\$25.87
		09/21/2018	3343	110515148	ELECTRICITY	\$47.70
		09/21/2018	3343	490515151	ELECTRICITY	\$11,512.49
SOUTHERN CALIFORNIA EDISON						Total Check Amount: \$13,403.87
178896	FRANCHISE TAX BOARD	09/21/2018	13287	110	JK1972239/CD912245780	\$206.34
FRANCHISE TAX BOARD						Total Check Amount: \$206.34
178897	THE GAS COMPANY	09/21/2018	3749	420515131	GAS AUG-SEP 2018	\$15.29
		09/21/2018	3749	490515151	GAS AUG-SEP 2018	\$1,344.94

City Check Register for: Sep 21, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
THE GAS COMPANY						Total Check Amount: \$1,360.23
178898	GATEWAY URGENT CARE CENTER	09/21/2018	27352	110141481	HR MED SVCS 8/23/18	\$900.00
GATEWAY URGENT CARE CENTER						Total Check Amount: \$900.00
178899	IN TIME SERVICES INC.	09/21/2018	20876	950000000	ILJAOC ISE OCT-DEC18	\$51,525.00
IN TIME SERVICES INC.						Total Check Amount: \$51,525.00
178900	INTELLI-TECH	09/21/2018	8774	110404542	HP MONITORS	\$858.45
		09/21/2018	8774	110515171	HP MONITORS	\$286.15
		09/21/2018	8774	475141471	HP MONITORS	\$572.30
INTELLI-TECH						Total Check Amount: \$1,716.90
178901	STEVEN KO	09/21/2018	27937	110	REFUND:SWIM LESSONS	\$126.00
STEVEN KO						Total Check Amount: \$126.00
178902	LANGUAGE LINE SERVICES	09/21/2018	19704	110212133	OVER PHONE INTERPRET	\$12.22
LANGUAGE LINE SERVICES						Total Check Amount: \$12.22
178903	LISA HALL & ASSOCIATES INC	09/21/2018	24913	110111161	NOTICE OF NOMINEE	\$275.00
LISA HALL & ASSOCIATES INC						Total Check Amount: \$275.00
178904	NATIONAL AUTO FLEET GROUP	09/21/2018	26939	480515161	2018 FORD F250 UTV	\$34,847.23
NATIONAL AUTO FLEET GROUP						Total Check Amount: \$34,847.23
178905	OFFICE DEPOT, INC	09/21/2018	4743	110111161	OFFICE SUPPLIES	\$43.37
		09/21/2018	4743	110212111	OFFICE SUPPLIES	\$45.65
		09/21/2018	4743	110212111	TONER	\$2,986.57
		09/21/2018	4743	110212121	OFFICE SUPPLIES	\$88.11
OFFICE DEPOT, INC						Total Check Amount: \$3,163.70
178906	PREMIUM RV INC.	09/21/2018	11981	110212132	ENF TRUCK BACKUP CAM	\$633.00
PREMIUM RV INC.						Total Check Amount: \$633.00
178907	SAN GABRIEL BASIN WATER	09/21/2018	25882	420515131	1819 PUMPNG RTS ASMNT	\$7,513.60
SAN GABRIEL BASIN WATER						Total Check Amount: \$7,513.60
178908	SPARKLETTS	09/21/2018	3001	110111161	082718 COUNCL MTG WTR	\$14.31
SPARKLETTS						Total Check Amount: \$14.31
178909	THE STANDARD INSURANCE COMPANY	09/21/2018	15689	110	643015 LIFE INS SEP18	\$4,255.65
THE STANDARD INSURANCE COMPANY						Total Check Amount: \$4,255.65
178910	THE STANDARD INSURANCE COMPANY	09/21/2018	27270	110	643015 OPT INS SEP18	\$2,083.75
THE STANDARD INSURANCE COMPANY						Total Check Amount: \$2,083.75
178911	PHILIP THOMAS	09/21/2018	26462	110	REFUND RENTAL DEPOSIT	\$380.00
PHILIP THOMAS						Total Check Amount: \$380.00
178912	U.S. POSTAL SERVICE	09/21/2018	19260	110404420	MAIL:NUTCRACKER BTQ18	\$1,057.49
U.S. POSTAL SERVICE						Total Check Amount: \$1,057.49
178913	URBAN GRAFFITI ENTERPRISES INC.	09/21/2018	4352	110515121	GRAFFTI RENOVAL AUG18	\$2,000.00
URBAN GRAFFITI ENTERPRISES INC.						Total Check Amount: \$2,000.00
178914	VERIZON WIRELESS	09/21/2018	21122	110212121	9813939393 8/7-9/3	\$53.84

City Check Register for: Sep 21, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
VERIZON WIRELESS						Total Check Amount: \$53.84
178915	VETERINARY PET INS. CO.	09/21/2018	20975	110	4436 PET INS AUG 2018	\$378.12
VETERINARY PET INS. CO.						Total Check Amount: \$378.12
178916	RACHAEL WARD	09/21/2018	27758	110	RENTAL DEPOSIT REFUND	\$500.00
RACHAEL WARD						Total Check Amount: \$500.00
178917	DR. ROBERT L. WILKINSON	09/21/2018	19024	110141481	DOT PHYSICALS AUG 18	\$255.00
DR. ROBERT L. WILKINSON						Total Check Amount: \$255.00
178918	XEROX CORPORATION	09/21/2018	3349	110141441	BACK COPIER AUG 18	\$493.54
		09/21/2018	3349	110141441	FFMKRC MAINT PLAN	\$116.00
		09/21/2018	3349	110141441	HIGH PERF COLOR COPIE	\$220.27
		09/21/2018	3349	110141441	HIGH SPEED PRINT AUG	\$717.42
		09/21/2018	3349	110141441	PROD COLOR COPIER	\$1,233.95
		09/21/2018	3349	110141441	UDIRECTS MAINT PLAN	\$108.00
XEROX CORPORATION						Total Check Amount: \$2,889.18
Check Subtotal						\$174,664.02
V29845	ADMINISTRATIVE & PROF	09/21/2018	3344	110	DED:4010 APEA MEMBR	\$492.00
ADMINISTRATIVE & PROF						Total Check Amount: \$492.00
V29846	AMERICAN LEGAL PUBLISHING CORP	09/21/2018	3794	110111161	WEB UPDATES	\$1,246.34
AMERICAN LEGAL PUBLISHING CORP						Total Check Amount: \$1,246.34
V29847	AVCOGAS PROPANE SALES & SERVICES	09/21/2018	22047	480515161	PROPANE FUEL	\$648.99
AVCOGAS PROPANE SALES & SERVICES						Total Check Amount: \$648.99
V29848	BPSEA MEMORIAL FOUNDATION	09/21/2018	14990	110	DED:4050 MEMORIAL	\$226.00
BPSEA MEMORIAL FOUNDATION						Total Check Amount: \$226.00
V29849	BREA CITY EMPLOYEES ASSOCIATION	09/21/2018	3236	110	DED:4005 BCEA MEMBR	\$600.00
BREA CITY EMPLOYEES ASSOCIATION						Total Check Amount: \$600.00
V29850	BREA DISPOSAL, INC	09/21/2018	3330	440515122	REFUSE COLLECTN AUG18	\$147,383.01
BREA DISPOSAL, INC						Total Check Amount: \$147,383.01
V29851	BREA FIREFIGHTERS ASSOCIATION	09/21/2018	3237	110	DED:4016 ASSOC MEMB	\$2,453.00
BREA FIREFIGHTERS ASSOCIATION						Total Check Amount: \$2,453.00
V29852	BREA POLICE ASSOCIATION	09/21/2018	3769	110	DED:4030 BPA REG	\$3,400.00
BREA POLICE ASSOCIATION						Total Check Amount: \$3,400.00
V29853	BREA POLICE ATHLETIC LEAGUE	09/21/2018	1068	110	DED:5010 B.P.A.L.	\$100.00
BREA POLICE ATHLETIC LEAGUE						Total Check Amount: \$100.00
V29854	BREA POLICE MANAGEMENT ASSOCIATION	09/21/2018	21189	110	DED:4019 LDF MEMBRS	\$13.00
		09/21/2018	21189	110	DED:4020 PMA MEMBRS	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION						Total Check Amount: \$240.50
V29855	CALIFORNIA DOMESTIC WATER CO	09/21/2018	3388	420515131	TOMLNSON ASSMNT AUG18	\$4,324.00
CALIFORNIA DOMESTIC WATER CO						Total Check Amount: \$4,324.00

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V29856	CALIFORNIA RETROFIT, INC	09/21/2018	4447	110515125	EPA DISPOSAL FEE	\$278.25
CALIFORNIA RETROFIT, INC					Total Check Amount:	\$278.25
V29857	CHANDLER ASSET MANAGEMENT, INC.	09/21/2018	4375	110000000	INV. MGMT CITY AUGUST '18	\$18.58
		09/21/2018	4375	420141424	INV. MGMT CITY AUGUST '18	\$231.04
		09/21/2018	4375	875000000	INV. MGMT CITY AUGUST '18	\$47.95
		09/21/2018	4375	890000000	INV. MGMT CITY AUGUST '18	\$32.26
		09/21/2018	4375	930000000	INV. MGMT CITY AUGUST '18	\$4,114.86
CHANDLER ASSET MANAGEMENT, INC.					Total Check Amount:	\$4,444.69
V29858	COMLOCK SECURITY-GROUP	09/21/2018	13625	110212131	KEYS	\$33.94
		09/21/2018	13625	110515141	KEY COPIES	\$55.33
		09/21/2018	13625	110515144	KEY COPIES	\$60.34
		09/21/2018	13625	490515151	LOCKS & KEYS @ BCC	\$36.14
COMLOCK SECURITY-GROUP					Total Check Amount:	\$185.75
V29859	CORE & MAIN LP	09/21/2018	27049	420515131	WATER METER ENCODERS	\$2,688.37
CORE & MAIN LP					Total Check Amount:	\$2,688.37
V29860	DOTY BROTHERS EQUIPMENT CO.	09/21/2018	26695	420515131	REMOVE HYDRANT	\$2,288.36
DOTY BROTHERS EQUIPMENT CO.					Total Check Amount:	\$2,288.36
V29861	ENTENMANN ROVIN COMPANY	09/21/2018	3457	110212111	BADGE	\$159.12
		09/21/2018	3457	110212111	PD BADGES	\$745.74
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$904.86
V29862	EQUIPMENT DIRECT INC	09/21/2018	4522	110515141	SAFETY GEAR	\$74.93
		09/21/2018	4522	110515144	SAFETY GEAR	\$74.93
		09/21/2018	4522	360515145	SAFETY GEAR	\$74.94
EQUIPMENT DIRECT INC					Total Check Amount:	\$224.80
V29863	EXTERMINETICS OF SO CALIF INC	09/21/2018	3298	490515151	PEST CONTROL @ BCC	\$125.00
		09/21/2018	3298	490515151	PEST CONTROL @ CCC	\$150.00
		09/21/2018	3298	490515151	PEST CONTROL @ POOL	\$60.00
EXTERMINETICS OF SO CALIF INC					Total Check Amount:	\$335.00
V29864	FILARSKY & WATT LLP	09/21/2018	2043	110141481	LEGAL SVCS 8/2018	\$542.50
FILARSKY & WATT LLP					Total Check Amount:	\$542.50
V29865	DON GOLDEN	09/21/2018	10729	110000000	INSPECTION 8/30-9/12	\$9,120.75
		09/21/2018	10729	110323242	INSPECTION 8/30-9/12	\$497.69
DON GOLDEN					Total Check Amount:	\$9,618.44
V29866	KAREN E GREENO	09/21/2018	22361	110404214	MUSIC CLASSES	\$792.00
KAREN E GREENO					Total Check Amount:	\$792.00
V29867	HI SIGN	09/21/2018	4693	110515121	PARK SIGNS	\$323.25
HI SIGN					Total Check Amount:	\$323.25
V29868	HOBART SERVICE	09/21/2018	23773	490515151	SR CTR DW REPAIR	\$631.96
HOBART SERVICE					Total Check Amount:	\$631.96

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V29869	KEENAN & ASSOCIATES	09/21/2018	22439	470141483	2018 WORKERS COMP #10	\$9,004.33
KEENAN & ASSOCIATES					Total Check Amount:	\$9,004.33
V29870	FRANCESCO LA TORRE	09/21/2018	24398	110404521	MILEAGE- AUG 2018	\$31.61
FRANCESCO LA TORRE					Total Check Amount:	\$31.61
V29871	LIEBERT CASSIDY WHITMORE	09/21/2018	2489	470141483	LEGAL SERVICES AUG	\$28.00
LIEBERT CASSIDY WHITMORE					Total Check Amount:	\$28.00
V29872	JASON LOGAN	09/21/2018	19659	110	FORFEIT FEES	\$150.00
JASON LOGAN					Total Check Amount:	\$150.00
V29873	LSA ASSOCIATES, INC.	09/21/2018	25757	510707251	57/LAMBRT CONSULT JUL	\$4,774.80
LSA ASSOCIATES, INC.					Total Check Amount:	\$4,774.80
V29874	MAYTAG SPECIALIST	09/21/2018	21269	490515151	FS3 DISHWASHER REPAIR	\$220.00
		09/21/2018	21269	490515151	FS4 DISHWASHER REPAIR	\$240.00
MAYTAG SPECIALIST					Total Check Amount:	\$460.00
V29875	MYERS AND SONS	09/21/2018	21624	110515121	BREA FEST ROAD SIGNS	\$203.35
		09/21/2018	21624	420515131	SIGNS	\$1,359.87
MYERS AND SONS					Total Check Amount:	\$1,563.22
V29876	NOCRA	09/21/2018	27783	110	FORFEIT FEES	\$30.00
NOCRA					Total Check Amount:	\$30.00
V29877	ORANGE COUNTY UNITED WAY	09/21/2018	3451	110	DED:5005 UNITED WAY	\$17.40
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$17.40
V29878	PACIFIC TELEMAGEMENT SERVICES	09/21/2018	19696	475141471	7147920398 SEP 2018	\$75.00
PACIFIC TELEMAGEMENT SERVICES					Total Check Amount:	\$75.00
V29879	PARACLETE FIRE AND SAFETY, INC.	09/21/2018	17760	110515125	FIRE BOX LENS @ DT PS	\$203.65
		09/21/2018	17760	490515151	BREA FEST FIRE EXT	\$331.87
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$535.52
V29880	PARSONS TRANSPORTATION GROUP	09/21/2018	25626	510707251	57/LAMBERT INT PP #24	\$259,723.10
PARSONS TRANSPORTATION GROUP					Total Check Amount:	\$259,723.10
V29881	PRIME SYSTEMS INDUSTRIAL AUTOMATION	09/21/2018	27059	420515131	PLC/SCADA SW UPGRADE	\$2,062.33
PRIME SYSTEMS INDUSTRIAL AUTOMATION					Total Check Amount:	\$2,062.33
V29882	RICHARDS, WATSON & GERSHON	09/21/2018	8978	110111112	0001 GEN LGL SVCS JUL	\$11,596.41
		09/21/2018	8978	110111112	9999 GEN LGL SVCS JUL	\$13,121.00
		09/21/2018	8978	110323213	9999 GEN LGL SVCS JUL	\$506.00
		09/21/2018	8978	280323215	0001 GEN LGL SVCS JUL	\$57.00
		09/21/2018	8978	280323215	9999 GEN LGL SVCS JUL	\$564.00
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$25,844.41
V29883	ROTH STAFFING COMPANIES LP	09/21/2018	27579	110141431	TEMP STAFF 08/27-8/28	\$569.50
		09/21/2018	27579	110141431	TEMP STAFF 8/13-8/19	\$1,285.20
		09/21/2018	27579	110141431	TEMP STAFF 8/20-8/26	\$1,091.80

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V29883	ROTH STAFFING COMPANIES LP	09/21/2018	27579	420141431	TEMP STAFF 08/27-8/28	\$170.85
		09/21/2018	27579	420141431	TEMP STAFF 8/13-8/19	\$385.56
		09/21/2018	27579	420141431	TEMP STAFF 8/20-8/26	\$327.54
		09/21/2018	27579	430141431	TEMP STAFF 08/27-8/28	\$170.85
		09/21/2018	27579	430141431	TEMP STAFF 8/13-8/19	\$385.56
		09/21/2018	27579	430141431	TEMP STAFF 8/20-8/26	\$327.54
		09/21/2018	27579	630141432	TEMP STAFF 08/27-8/28	\$227.80
		09/21/2018	27579	630141432	TEMP STAFF 8/13-8/19	\$514.08
		09/21/2018	27579	630141432	TEMP STAFF 8/20-8/26	\$436.71
ROTH STAFFING COMPANIES LP						Total Check Amount: \$5,892.99
V29884	SAFETY DRIVERS ED	09/21/2018	19906	110404145	DRIVER'S ED	\$216.00
SAFETY DRIVERS ED						Total Check Amount: \$216.00
V29885	SC FUELS	09/21/2018	16654	480515161	REG ETH 4321 GAL	\$13,353.36
SC FUELS						Total Check Amount: \$13,353.36
V29886	SIERRA-CEDAR, INC	09/21/2018	23086	950000000	ILJAOC CONSULT AUG18	\$3,075.00
SIERRA-CEDAR, INC						Total Check Amount: \$3,075.00
V29887	SIGN-A-RAMA	09/21/2018	12440	110515141	LAGOS PLAQUE SIGN	\$163.61
		09/21/2018	12440	360515147	DOG PARK SIGN	\$177.32
SIGN-A-RAMA						Total Check Amount: \$340.93
V29888	SMART & FINAL	09/21/2018	3269	110404429	CAFE SHOPPING	\$283.58
SMART & FINAL						Total Check Amount: \$283.58
V29889	STATE INDUSTRIAL PRODUCTS	09/21/2018	8572	490515151	FIRE TRUCK WASH(SOAP)	\$131.89
STATE INDUSTRIAL PRODUCTS						Total Check Amount: \$131.89
V29890	TECHNIGLOVE INTERNATIONAL INC	09/21/2018	17691	110212131	NITRILE GLOVES	\$259.26
TECHNIGLOVE INTERNATIONAL INC						Total Check Amount: \$259.26
V29891	THOMSON REUTERS - WEST	09/21/2018	22020	110212121	WEST INFO CHRGS AUG18	\$361.39
THOMSON REUTERS - WEST						Total Check Amount: \$361.39
V29892	TOTAL ADMINISTRATIVE SERVICE CORP.	09/21/2018	26017	110	DED:808B FSA DEPCAR	\$2,125.48
		09/21/2018	26017	110	DED:808C FSA UR MED	\$4,593.69
TOTAL ADMINISTRATIVE SERVICE CORP.						Total Check Amount: \$6,719.17
V29893	TRANS UNION LLC	09/21/2018	8371	110141481	HR SVCS 7/26-8/25/18	\$54.83
TRANS UNION LLC						Total Check Amount: \$54.83
V29894	TROPICAL PLAZA NURSERY, INC	09/21/2018	2062	110515121	CLR RT OF WAY-ROSE DR	\$5,400.00
		09/21/2018	2062	110515125	VINE CLEARING @DT PS1	\$2,774.00
		09/21/2018	2062	343515112	IRRIGATION REPAIRS	\$306.15
		09/21/2018	2062	345515112	IRRIGATION REPAIRS	\$380.05
TROPICAL PLAZA NURSERY, INC						Total Check Amount: \$8,860.20
V29895	UNDERGROUND SERVICE ALERT/SC	09/21/2018	4537	420515131	UNDRGRND TICKTS AUG18	\$173.35
UNDERGROUND SERVICE ALERT/SC						Total Check Amount: \$173.35

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V29896	UNITED ROTARY BRUSH CORPORATION	09/21/2018	16649	480515161	SWEeper BROOMS (2)	\$235.69
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$235.69
V29897	US BANK XX0338 CITY MGR	09/21/2018	24704	110	CAL CARDS HR 082218	(\$171.35)
		09/21/2018	24704	110111111	CAL CARDS CM 082218	\$151.45
		09/21/2018	24704	110111143	CAL CARDS CM 082218	\$461.99
		09/21/2018	24704	110141481	CAL CARDS CM 082218	\$8.61
		09/21/2018	24704	110404311	CAL CARDS CM 082218	\$382.00
		09/21/2018	24704	480515161	CAL CARDS CM 082218	\$60.02
US BANK XX0338 CITY MGR					Total Check Amount:	\$892.72
V29898	US BANK XX0312 HR	09/21/2018	24776	110141481	CAL CARDS HR 082218	\$1,279.89
		09/21/2018	24776	470141483	CAL CARDS HR 082218	\$1,114.12
US BANK XX0312 HR					Total Check Amount:	\$2,394.01
V29901	US BANK XX0593 COMM SVC	09/21/2018	24777	110	CAL CARDS CS 082218	(\$40.20)
		09/21/2018	24777	110	CALCARD-CP-082218	\$10.76
		09/21/2018	24777	110141481	CALCARD-MM-082218	\$38.66
		09/21/2018	24777	110212131	CALCARD-CP-082218	\$320.00
		09/21/2018	24777	110404211	CALCARD-RF-082218	\$255.00
		09/21/2018	24777	110404215	CALCARD-CC-082218	\$360.87
		09/21/2018	24777	110404215	CALCARD-DA-082218	\$833.87
		09/21/2018	24777	110404215	CALCARD-JS-082218	\$263.00
		09/21/2018	24777	110404311	CALCARD-CH-082218	\$9.92
		09/21/2018	24777	110404311	CALCARD-DA-082218	\$12.95
		09/21/2018	24777	110404311	CALCARD-JC-082218	\$343.00
		09/21/2018	24777	110404311	CALCARD-JS-082218	\$12.95
		09/21/2018	24777	110404311	CALCARD-MD-082218	\$38.85
		09/21/2018	24777	110404311	CALCARD-RF-082218	\$193.12
		09/21/2018	24777	110404421	CALCARD-TN-082218	\$367.95
		09/21/2018	24777	110404422	CALCARD-BK-082218	\$156.86
		09/21/2018	24777	110404424	CALCARD-GA-082218	\$596.58
		09/21/2018	24777	110404425	CALCARD-MM-082218	\$78.66
		09/21/2018	24777	110404425	CALCARD-SS-082218	\$73.08
		09/21/2018	24777	110404426	CALCARD-MM-082218	\$599.58
		09/21/2018	24777	110404428	CALCARD-CP-082218	\$20.22
		09/21/2018	24777	110404428	CALCARD-MM-082218	\$903.44
		09/21/2018	24777	110404428	CALCARD-VU-082218	\$386.90
		09/21/2018	24777	110404429	CALCARD-VU-082218	\$233.80
		09/21/2018	24777	110404521	CALCARD-FL-082218	\$1,281.89
		09/21/2018	24777	110404521	CALCARD-GA-082218	\$234.49

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V29901	US BANK XX0593 COMM SVC	09/21/2018	24777	110404521	CALCARD-NG-082218	\$219.37
		09/21/2018	24777	110404521	CALCARD-SK-082218	\$115.77
		09/21/2018	24777	110404521	CALCARD-TT-082218	\$423.58
		09/21/2018	24777	110404523	CALCARD-CP-082218	\$433.00
		09/21/2018	24777	110404523	CALCARD-SS-082218	\$78.98
		09/21/2018	24777	110404525	CALCARD-TT-082218	\$102.86
		09/21/2018	24777	110404541	CALCARD-AF-082218	\$43.09
		09/21/2018	24777	110404541	CALCARD-HB-082218	\$176.05
		09/21/2018	24777	110404542	CALCARD-EF-082218	\$881.91
		09/21/2018	24777	110404542	CALCARD-HG-082218	\$51.90
		09/21/2018	24777	110404542	CALCARD-KK-082218	\$1,694.30
		09/21/2018	24777	110404542	CALCARD-NY-082218	\$302.34
		09/21/2018	24777	110404544	CALCARD-KS-082218	\$2,204.05
		09/21/2018	24777	110404544	CALCARD-TN-082218	\$1,610.09
		09/21/2018	24777	181404250	CALCARD-CP-082218	\$109.08
US BANK XX0593 COMM SVC					Total Check Amount:	\$16,032.57
V29902	US BANK XX0502 COMM & MKTG	09/21/2018	24778	110111151	CAL CARDS COMM 082218	\$423.36
		09/21/2018	24778	110111152	CAL CARDS COMM 082218	\$841.83
		09/21/2018	24778	110141411	CAL CARDS COMM 082218	\$12.05
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$1,277.24
V29903	US BANK XX0353 COMM DEV	09/21/2018	24779	110	CAL CARDS CD 082218	(\$1.39)
		09/21/2018	24779	110323212	CAL CARDS CD 082218	\$832.72
		09/21/2018	24779	110323231	CAL CARDS CD 082218	\$513.13
US BANK XX0353 COMM DEV					Total Check Amount:	\$1,344.46
V29904	US BANK XX0270 ADMIN SVCS	09/21/2018	24781	110	CAL CARDS CC 082218	(\$350.00)
		09/21/2018	24781	110141411	CAL CARDS FIN 082218	\$36.63
		09/21/2018	24781	110141414	CAL CARDS FIN 082218	\$60.00
		09/21/2018	24781	110141424	CAL CARDS FIN 082218	\$275.00
		09/21/2018	24781	110141431	CAL CARDS FIN 082218	\$367.25
		09/21/2018	24781	420141421	CAL CARDS FIN 082218	\$5.17
		09/21/2018	24781	490515151	CAL CARDS FIN 082218	\$3,063.04
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$3,457.09
V29905	US BANK XX0650 FIRE	09/21/2018	24782	110	CAL CARDS FIRE 082218	(\$2.24)
		09/21/2018	24782	110222211	CAL CARDS FIRE 082218	\$389.03
		09/21/2018	24782	110222213	CAL CARDS FIRE 082218	\$48.82
		09/21/2018	24782	110222221	CAL CARD- AUGUST	\$32.87
		09/21/2018	24782	110222221	CAL CARDS FIRE 082218	\$477.18
		09/21/2018	24782	110222223	CAL CARDS FIRE 082218	\$1,172.19

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V29905	US BANK XX0650 FIRE	09/21/2018	24782	174	CAL CARDS FIRE 082218	(\$13.00)
		09/21/2018	24782	174222222	CAL CARDS FIRE 082218	\$777.42
		09/21/2018	24782	480515161	CAL CARDS FIRE 082218	\$850.70
US BANK XX0650 FIRE					Total Check Amount:	\$3,732.97
V29906	US BANK XX0346 IT	09/21/2018	24783	110111153	CAL CARDS IT 082218	\$988.72
		09/21/2018	24783	110404213	CAL CARDS IT 082218	\$37.83
		09/21/2018	24783	110515125	CAL CARDS IT 082218	\$79.33
		09/21/2018	24783	174222222	CAL CARDS IT 082218	\$644.34
		09/21/2018	24783	280323215	CAL CARDS IT 082218	\$9.95
		09/21/2018	24783	430	CAL CARDS IT 082218	(\$2.30)
		09/21/2018	24783	460141474	CAL CARDS IT 082218	\$3,255.33
		09/21/2018	24783	475141471	CAL CARDS IT 082218	\$1,823.14
US BANK XX0346 IT					Total Check Amount:	\$6,836.34
V29908	US BANK XX0221 PW	09/21/2018	24784	110	CALCARDS PW 082218	(\$14.00)
		09/21/2018	24784	110404544	CALCARDS PW 082218	\$1,793.10
		09/21/2018	24784	110515121	CALCARDS PW 082218	\$605.18
		09/21/2018	24784	110515125	CALCARDS PW 082218	\$230.40
		09/21/2018	24784	110515141	CALCARDS PW 082218	\$59.52
		09/21/2018	24784	110515143	CALCARDS PW 082218	\$320.17
		09/21/2018	24784	110515144	CALCARDS PW 082218	\$126.53
		09/21/2018	24784	110515148	CALCARDS PW 082218	\$16.13
		09/21/2018	24784	343515112	CALCARDS PW 082218	\$32.26
		09/21/2018	24784	360515147	CALCARDS PW 082218	\$76.74
		09/21/2018	24784	410515124	CALCARDS PW 082218	\$19.78
		09/21/2018	24784	420515131	CALCARDS PW 082218	\$1,377.00
		09/21/2018	24784	480515161	CALCARDS PW 082218	\$2,461.22
		09/21/2018	24784	490515151	CALCARDS PW 082218	\$1,108.76
US BANK XX0221 PW					Total Check Amount:	\$8,212.79
V29910	US BANK XX0544 POLICE	09/21/2018	24785	110	CAL CARDS PR 082218	\$4.49
		09/21/2018	24785	110212111	CAL CARDS PD 082218	\$8,545.95
		09/21/2018	24785	110212121	CAL CARDS PD 082218	\$2,606.33
		09/21/2018	24785	110212131	CAL CARDS PD 082218	\$436.69
		09/21/2018	24785	110212133	CAL CARDS PD 082218	\$2,834.33
		09/21/2018	24785	110212134	CAL CARDS PD 082218	\$886.15
		09/21/2018	24785	480515161	CAL CARDS PD 082218	\$1,209.43
US BANK XX0544 POLICE					Total Check Amount:	\$16,523.37
V29911	US BANK XX3401 PW- ADMIN	09/21/2018	24786	110	CALRCRDS PWADM 082218	(\$3.87)
		09/21/2018	24786	110141481	CALCRDS PW ADM 082218	\$53.81

City Check Register for: Sep 21, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V29911	US BANK XX3401 PW- ADMIN	09/21/2018	24786	110515111	CALCRDS PW ADM 082218	\$378.98
		09/21/2018	24786	110515171	CALCRDS PW ADM 082218	\$133.14
		09/21/2018	24786	410515132	CALCRDS PW ADM 082218	\$35.01
US BANK XX3401 PW- ADMIN					Total Check Amount:	\$597.07
V29912	VENDINI	09/21/2018	24179	110404542	TICKET FEES 8/2018	\$226.91
VENDINI					Total Check Amount:	\$226.91
V29913	WALTERS WHOLESALE ELECTRIC	09/21/2018	1667	110515141	ELECTRICAL BOX COVER	\$62.46
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$62.46
V29914	WEST COAST ARBORISTS, INC.	09/21/2018	1556	110515142	TREE TRIMMING 8/16-31	\$1,854.88
		09/21/2018	1556	346515112	TREE SVCS 8/16-8/31	\$7,362.36
		09/21/2018	1556	880515113	TREE TRIMMING 8/16-31	\$2,165.40
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$11,382.64
V29915	SARA WOODWARD	09/21/2018	26083	110212122	AUG MILEAGE	\$98.32
SARA WOODWARD					Total Check Amount:	\$98.32
V29916	SUNG YANG	09/21/2018	18036	110404145	TAEKWONDO - KIDS	\$127.50
SUNG YANG					Total Check Amount:	\$127.50
V29917	ZERO WASTE USA INC/MUTT MITT	09/21/2018	22125	110515144	DOG WASTE BAGS/LINERS	\$92.96
		09/21/2018	22125	110515148	DOG WASTE BAGS/LINERS	\$92.96
		09/21/2018	22125	343515112	DOG WASTE BAGS	\$486.96
		09/21/2018	22125	346515112	DOG WASTE BAGS/LINERS	\$228.56
		09/21/2018	22125	360515145	DOG WASTE BAGS/LINERS	\$92.97
		09/21/2018	22125	360515147	DOG WASTE BAGS/LINERS	\$225.44
ZERO WASTE USA INC/MUTT MITT					Total Check Amount:	\$1,219.85
V29918	ZUMAR INDUSTRIES, INC.	09/21/2018	3802	510707702	CTRY HILLS SCHL SIGNS	\$246.38
		09/21/2018	3802	510707702	MATLS FOR NEW SIGN	\$141.37
ZUMAR INDUSTRIES, INC.					Total Check Amount:	\$387.75
Voucher Subtotal						\$603,435.49

TOTAL \$778,099.51

City Check Register for: Sep 28, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
178920	AT&T CALNET	09/28/2018	20391	475141471	9391011962 7/13-8/12	\$20.97
		09/28/2018	20391	475141471	9391011962 8/13-9/12	\$20.59
		09/28/2018	20391	475141471	9391011966 7/28-8/27	\$59.92
		09/28/2018	20391	475141471	9391011968 7/22-8/21	\$21.56
		09/28/2018	20391	475141471	9391011970 7/15-8/14	\$81.15
		09/28/2018	20391	475141471	9391023159 7/28-8/27	\$21.08
		09/28/2018	20391	475141471	9391063276 7/28-8/27	\$28.92
AT&T CALNET					Total Check Amount:	\$254.19
178921	BREA OLINDA UNIFIED SCHOOL DISTRICT	09/28/2018	1970	110404428	SUMMER DAY CAMP TRANS	\$1,010.05
BREA OLINDA UNIFIED SCHOOL DISTRICT					Total Check Amount:	\$1,010.05
178922	BREC VENDING, INC.	09/28/2018	14036	110000000	TERM VENDING SVCS	\$21.90
BREC VENDING, INC.					Total Check Amount:	\$21.90
178923	CHEMSEARCH	09/28/2018	1606	110515121	CHEMICAL	\$1,167.49
CHEMSEARCH					Total Check Amount:	\$1,167.49
178924	CORELOGIC	09/28/2018	25542	280323215	REAL EST LISTNG AUG18	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
178925	COUNTY OF ORANGE	09/28/2018	4799	110212122	PRKNG CITATIONS AUG18	\$12,636.00
COUNTY OF ORANGE					Total Check Amount:	\$12,636.00
178926	COUNTY OF ORANGE	09/28/2018	4799	110212122	OCATS PHONE SVC 6/17	\$653.00
COUNTY OF ORANGE					Total Check Amount:	\$653.00
178927	DEPARTMENT OF JUSTICE	09/28/2018	13406	110141481	HR FINGERPRINTING	\$910.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$910.00
178928	SOUTHERN CALIFORNIA EDISON	09/28/2018	3343	110515121	ELECTRICITY	\$4,410.27
		09/28/2018	3343	110515148	ELECTRICITY	\$61.23
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$4,471.50
178929	ENTERPRISE RENT-A-CAR	09/28/2018	13069	110222221	CARR FIRE CAR RENTAL	\$1,237.45
		09/28/2018	13069	110222221	FERGUSON FIRE RENTAL	\$1,285.16
		09/28/2018	13069	110222221	LIONS FIRE CAR RENTAL	\$1,145.35
		09/28/2018	13069	110222221	STONE FIRE CAR RENTAL	\$1,030.75
ENTERPRISE RENT-A-CAR					Total Check Amount:	\$4,698.71
178930	FRONTIER COMMUNICATIONS	09/28/2018	26183	420515131	562 1821083 9/7-10/6	\$133.93
FRONTIER COMMUNICATIONS					Total Check Amount:	\$133.93
178931	HF&H CONSULTANTS, LLC	09/28/2018	27542	440515122	SOLID WASTE SUPP 8/18	\$4,276.69
HF&H CONSULTANTS, LLC					Total Check Amount:	\$4,276.69
178932	LIFE-ASSIST, INC.	09/28/2018	10530	174222222	PM MEDS	\$4,051.58
LIFE-ASSIST, INC.					Total Check Amount:	\$4,051.58
178933	LUCAS BUILDERS, INC.	09/28/2018	26671	510707929	LDM PP#12 JUNE 2018	\$11,210.00
		09/28/2018	26671	510707929	LDM PP13 JUL/AUG 2018	\$323,646.00

City Check Register for: Sep 28, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
LUCAS BUILDERS, INC.						Total Check Amount: \$334,856.00
178934	MEDPOST URGENT CARE - BREA	09/28/2018	27547	110141481	PHYSICALS/TESTS	\$515.00
MEDPOST URGENT CARE - BREA						Total Check Amount: \$515.00
178935	NETWORKFLEET INC.	09/28/2018	25293	480515161	GPS FEES AUG 2018	\$893.00
NETWORKFLEET INC.						Total Check Amount: \$893.00
178936	OFFICE DEPOT, INC	09/28/2018	4743	110212121	OFFICE SUPPLIES	\$365.95
		09/28/2018	4743	110212122	OFFICE SUPPLIES	\$201.49
		09/28/2018	4743	110404311	OFFICE SUPPLIES	\$609.96
		09/28/2018	4743	110404429	OFFICE SUPPLIES	\$450.40
OFFICE DEPOT, INC						Total Check Amount: \$1,627.80
178937	PAN-PACIFIC MECHANICAL, LLC.	09/28/2018	27925	490515151	BC AC REPIAR @ FS2	\$679.50
		09/28/2018	27925	490515151	REPLACE MOTOR AC1 @ BCC	\$2,938.11
PAN-PACIFIC MECHANICAL, LLC.						Total Check Amount: \$3,617.61
178938	CHRIS PARAM	09/28/2018	26973	110404541	CONSIGNMENT ARTIST	\$210.00
CHRIS PARAM						Total Check Amount: \$210.00
178939	PUENTE HILLS FORD	09/28/2018	25742	480515161	957 ENGINE REPAIR	\$410.96
		09/28/2018	25742	480515161	HOSE	\$34.47
PUENTE HILLS FORD						Total Check Amount: \$445.43
178940	SMOG PUMPS UNLIMITED INC.	09/28/2018	15093	480515161	STARTER	\$108.41
SMOG PUMPS UNLIMITED INC.						Total Check Amount: \$108.41
178941	SOUTH COAST AQMD	09/28/2018	10871	480515161	#1828 AQMD REGISTRATN	\$209.98
		09/28/2018	10871	480515161	#1833 AQMD REGISTRATN	\$209.98
SOUTH COAST AQMD						Total Check Amount: \$419.96
178942	SOUTH COAST FIRE EQUIPMENT, INC.	09/28/2018	18767	480515161	#27008 LADDER REPAIR	\$4,513.92
SOUTH COAST FIRE EQUIPMENT, INC.						Total Check Amount: \$4,513.92
178943	SOUTHERN CALIFORNIA FLEET SERV. INC	09/28/2018	27570	480515161	M.O.M OFF/PUSH SWITCH	\$23.90
SOUTHERN CALIFORNIA FLEET SERV. INC						Total Check Amount: \$23.90
Check Subtotal						\$381,701.07
V29919	BEST LAWN MOWER SERVICE	09/28/2018	16230	480515161	ECHO BACKPACK BLOWERS	\$865.98
		09/28/2018	16230	480515161	LAWN EQUIP SPARK PLUGS	\$15.16
BEST LAWN MOWER SERVICE						Total Check Amount: \$881.14
V29920	JANET BIRCH	09/28/2018	25982	110404521	YOGA CLASS AUG 18	\$100.00
JANET BIRCH						Total Check Amount: \$100.00
V29921	BREA DISPOSAL, INC	09/28/2018	3330	440515122	AUG RESIDENTIAL TONNAGE	\$69,229.60
BREA DISPOSAL, INC						Total Check Amount: \$69,229.60
V29922	BROWN MOTOR WORKS, INC	09/28/2018	19934	480515161	MOTORCYCLE PARTS	\$191.48

City Check Register for: Sep 28, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
BROWN MOTOR WORKS, INC						Total Check Amount: \$191.48
V29923	C.WELLS PIPELINE MATERIALS INC	09/28/2018	13055	420515131	METER GASKETS	\$355.58
		09/28/2018	13055	420515131	PLUMBING SUPPLIES	\$2,625.47
C.WELLS PIPELINE MATERIALS INC						Total Check Amount: \$2,981.05
V29924	CALIFORNIA HEALTH & SAFETY INC.	09/28/2018	15491	110222221	SCBA CARTRIDGES	\$587.28
CALIFORNIA HEALTH & SAFETY INC.						Total Check Amount: \$587.28
V29925	CANNINGS ACE HARDWARE	09/28/2018	15828	480515161	HOSE FLEXOGEN	\$47.62
		09/28/2018	15828	480515161	SHOP SUPPLIES	\$54.56
CANNINGS ACE HARDWARE						Total Check Amount: \$102.18
V29926	CANON SOLUTIONS AMERICA, INC	09/28/2018	15260	110141441	COPIER MAINTENANCE	\$801.06
CANON SOLUTIONS AMERICA, INC						Total Check Amount: \$801.06
V29927	CAROLLO ENGINEERS, INC.	09/28/2018	26313	420515131	FEASIBILITY STUDY-AUG	\$2,630.70
CAROLLO ENGINEERS, INC.						Total Check Amount: \$2,630.70
V29928	CARRIER CORPORATION	09/28/2018	20023	490515151	(2) CARRIER CHILLERS, (2)	\$2,693.25
CARRIER CORPORATION						Total Check Amount: \$2,693.25
V29929	DE LAGE LANDEN FINANCIAL SERVICES	09/28/2018	23311	110141441	FIRE STN #3 AUG18	\$162.97
DE LAGE LANDEN FINANCIAL SERVICES						Total Check Amount: \$162.97
V29930	ECONOLITE SYSTEMS, INC.	09/28/2018	27147	110515121	EXTRAORD.SIGNAL MAINT	\$8,429.08
		09/28/2018	27147	110515121	SIGNAL MAINT-AUG	\$2,925.94
ECONOLITE SYSTEMS, INC.						Total Check Amount: \$11,355.02
V29931	ENTENMANN ROVIN COMPANY	09/28/2018	3457	110212111	PD BADGES	\$314.77
ENTENMANN ROVIN COMPANY						Total Check Amount: \$314.77
V29932	ENTERPRISE FM TRUST	09/28/2018	15895	110212121	AUTO LEASE-SEPT 2018	\$697.97
ENTERPRISE FM TRUST						Total Check Amount: \$697.97
V29933	EQUIPMENT DIRECT INC	09/28/2018	4522	420515131	EAR PLUGS	\$103.61
EQUIPMENT DIRECT INC						Total Check Amount: \$103.61
V29934	ESRI	09/28/2018	25858	475141471	18/19 GIS SFTWARE MNT	\$11,150.00
ESRI						Total Check Amount: \$11,150.00
V29935	GAIL EVERTSEN	09/28/2018	10141	110212111	MILEAGE	\$22.35
GAIL EVERTSEN						Total Check Amount: \$22.35
V29936	EWING IRRIGATION PRODUCTS, INC.	09/28/2018	5807	420515131	PIPE CUTTER	\$84.76
EWING IRRIGATION PRODUCTS, INC.						Total Check Amount: \$84.76
V29937	FACTORY MOTOR PARTS COMPANY	09/28/2018	3504	480515161	BRAKE LINING/PADS	\$113.92
		09/28/2018	3504	480515161	HTR HOSE/WIPER BLADES	\$122.63
		09/28/2018	3504	480515161	RADIATOR HOSE	\$33.40
FACTORY MOTOR PARTS COMPANY						Total Check Amount: \$269.95
V29938	GEORGE HILLS COMPANY	09/28/2018	27340	470141483	CLAIMS MGMT FEE SEP18	\$500.00
GEORGE HILLS COMPANY						Total Check Amount: \$500.00
V29939	GIBSON TRANSPORTATION CONSULTING	09/28/2018	22903	110323231	PROF SVCS JUN 18	\$523.47

City Check Register for: Sep 28, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
GIBSON TRANSPORTATION CONSULTING					Total Check Amount:	\$523.47
V29940	GLASBY MAINTENANCE SUPPLY CO	09/28/2018	6802	490515151	DEGREASER @ BCC	\$124.56
GLASBY MAINTENANCE SUPPLY CO					Total Check Amount:	\$124.56
V29941	JAMISON ENGINEERING CONTRACTORS, INC	09/28/2018	15812	430515123	MAINT-SEWER LIFT AUG	\$1,786.00
JAMISON ENGINEERING CONTRACTORS, INC					Total Check Amount:	\$1,786.00
V29942	KEYSER MARSTON ASSOCIATES, INC.	09/28/2018	25482	280323215	REAL EST CONSULT 8/18	\$270.00
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$270.00
V29943	LEHR	09/28/2018	26035	480515161	952 CHANGE OVER	\$3,681.02
LEHR					Total Check Amount:	\$3,681.02
V29944	MAR-CO EQUIPMENT COMPANY	09/28/2018	20329	480515161	EYE BOLT/PICK-UP SWITCH	\$93.02
		09/28/2018	20329	480515161	SOLENOID SHUTOFF VALVE	\$192.51
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$285.53
V29945	SUSAN MARTIN	09/28/2018	23655	110404524	COUNSELING SUPV AUG18	\$2,100.00
SUSAN MARTIN					Total Check Amount:	\$2,100.00
V29946	ONWARD ENGINEERING	09/28/2018	22106	110000000	180 S BREA INSPECTION	\$44.50
		09/28/2018	22106	110000000	295 N LILAC INSPECT'N	\$89.00
		09/28/2018	22106	110000000	375 W BIRCH INSPECT'N	\$89.00
		09/28/2018	22106	110000000	390 N BREA INSPECTION	\$2,937.00
		09/28/2018	22106	110000000	AT&T PERMITS/INSPECTN	\$311.50
		09/28/2018	22106	110000000	CNTRL PK VILL INSPECT	\$2,136.00
		09/28/2018	22106	110000000	CONSTRUCTN INSPECTION	\$178.00
		09/28/2018	22106	110000000	CROWN CASTLE INSPECTN	\$356.00
		09/28/2018	22106	110000000	LA FL PA 1&2 JUL 2018	\$2,759.00
		09/28/2018	22106	110000000	LA FL PA1 INSPECTION	\$44.50
		09/28/2018	22106	110000000	LA FL PA12B INSPECTN	\$2,002.50
		09/28/2018	22106	110000000	ROSE AT EVA INSPECT'N	\$178.00
		09/28/2018	22106	110000000	TWC INSPECTIONS	\$178.00
		09/28/2018	22106	110515171	MISC PERMITS	\$3,604.50
		09/28/2018	22106	510707219	FIRE STA. #2 MODS	\$667.50
ONWARD ENGINEERING					Total Check Amount:	\$15,575.00
V29947	PARACLETE FIRE AND SAFETY, INC.	09/28/2018	17760	110515125	8 5LB FIRE EXTINGUISHERS	\$387.90
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$387.90
V29948	PLACEWORKS, INC.	09/28/2018	26720	110000000	PROF SVCS AUG 2018	\$14,218.48
PLACEWORKS, INC.					Total Check Amount:	\$14,218.48
V29949	SHARPER IMAGE COLLISION	09/28/2018	24443	480515161	1617 ACCIDENT REPAIR	\$2,731.82
SHARPER IMAGE COLLISION					Total Check Amount:	\$2,731.82
V29950	SIGN-A-RAMA	09/28/2018	12440	110141481	2018 EMPL AWARD SIGNS	\$631.03
SIGN-A-RAMA					Total Check Amount:	\$631.03

City Check Register for: Sep 28, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V29951	SMART & FINAL	09/28/2018	3269	110404429	CAFE SUPPLIES	\$197.23
SMART & FINAL					Total Check Amount:	\$197.23
V29952	SO CALIFORNIA ACADEMY OF MUSIC	09/28/2018	19969	110404214	PIANO CLASSES SEP 18	\$547.00
SO CALIFORNIA ACADEMY OF MUSIC					Total Check Amount:	\$547.00
V29953	SOUND ADVICE LLC	09/28/2018	12876	110404215	SOUND SYSTEM	\$1,009.98
SOUND ADVICE LLC					Total Check Amount:	\$1,009.98
V29954	SOUTH COAST EMERGENCY VEHICLE SVC	09/28/2018	18619	480515161	FIRE LADDER REPAIR	\$4,638.64
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$4,638.64
V29955	SPECTRUM GAS PRODUCTS, INC.	09/28/2018	16060	174222222	FIRE OXYGEN	\$43.50
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$43.50
V29956	SUPERION, LLC	09/28/2018	26879	475141471	COGNOS ANNUAL MAINT	\$2,879.31
SUPERION, LLC					Total Check Amount:	\$2,879.31
V29957	TENNIS ANYONE ACADEMY	09/28/2018	12688	110404145	TENNIS CLASSES	\$1,681.60
TENNIS ANYONE ACADEMY					Total Check Amount:	\$1,681.60
V29958	THYSSENKRUPP ELEVATOR	09/28/2018	10308	490515151	ELEVATOR SVC AUG-OCT	\$6,955.53
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$6,955.53
V29959	TOWNSEND PUBLIC AFFAIRS, INC.	09/28/2018	18881	110141413	CONSULTING SVC 6/2018	\$1,250.00
		09/28/2018	18881	110141413	CONSULTING SVC 7/2018	\$1,250.00
		09/28/2018	18881	110141413	CONSULTING SVC 8/2018	\$1,250.00
		09/28/2018	18881	110141413	CONSULTING SVC 9/2018	\$1,250.00
		09/28/2018	18881	410141413	CONSULTING SVC 6/2018	\$1,250.00
		09/28/2018	18881	410141413	CONSULTING SVC 7/2018	\$1,250.00
		09/28/2018	18881	410141413	CONSULTING SVC 8/2018	\$1,250.00
		09/28/2018	18881	410141413	CONSULTING SVC 9/2018	\$1,250.00
		09/28/2018	18881	420141413	CONSULTING SVC 6/2018	\$1,250.00
		09/28/2018	18881	420141413	CONSULTING SVC 7/2018	\$1,250.00
		09/28/2018	18881	420141413	CONSULTING SVC 8/2018	\$1,250.00
		09/28/2018	18881	420141413	CONSULTING SVC 9/2018	\$1,250.00
		09/28/2018	18881	430141413	CONSULTING SVC 6/2018	\$1,250.00
		09/28/2018	18881	430141413	CONSULTING SVC 7/2018	\$1,250.00
		09/28/2018	18881	430141413	CONSULTING SVC 8/2018	\$1,250.00
		09/28/2018	18881	430141413	CONSULTING SVC 9/2018	\$1,250.00
TOWNSEND PUBLIC AFFAIRS, INC.					Total Check Amount:	\$20,000.00
V29960	WILLDAN ENGINEERING	09/28/2018	12445	510707903	INSP SB1 PRKG MAY 17	\$18,839.00
		09/28/2018	12445	510707903	INSP SB1 PRKG SEPT 17	\$20,196.00
WILLDAN ENGINEERING					Total Check Amount:	\$39,035.00
Voucher Subtotal						\$224,161.74

City Check Register for: Sep 28, 2018

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
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TOTAL \$605,862.81

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 10/02/2018

SUBJECT: Monthly Report of Investments for the City of Brea for Period Ending August 31, 2018

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is in accordance with Government Code Section 53607 and contains information on the investment activities for the month of August. Cash for day-to-day activities is deposited in the demand and interest-bearing checking accounts. The Local Agency Investment Fund (LAIF) is used for short term investment and functions like a savings account. The City's managed investment portfolio is for longer-term investments which are managed through Chandler Asset Management. Together, the short and long-term investment accounts represent the City's investment portfolio. Attachment A includes a Portfolio Summary, Holdings Report, Book Value Report and Compliance with Investment Policy Statement prepared by Chandler Asset Management for the invested funds. The book value is the cost, plus or minus amortization/accretion.

As of August 31, 2018, the total market value of the managed investment portfolio, including accrued interest, was \$57,445,939.76 as compared to \$57,183,733.16 at July 31, 2018. The weighted average investment yield for August 2018 was 2.01%, which was slightly higher from the prior month of 1.98%. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$21,799,256.97 at August 31, 2018. This brings the total value of the City's investment portfolio as of August 31, 2018 to \$79,245,196.73 as compared to \$75,601,193.27 at July 31, 2018.

Restricted cash and investments are held in the post-employment benefits trust account administered by PARS (PARS account) and managed by HighMark Capital and the City's various bond reserve accounts which are managed by Chandler Asset Management.

Attachment A includes a monthly statement from US Bank for the PARS account as well as a portfolio report from Chandler Asset Management for each bond reserve account that is invested.

As of August 31, 2018, the market value of the PARS account, including short-term cash and accrued interest was \$7,568,629.91 as compared to \$7,459,099.81 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest was \$6,166,034.87 in comparison to \$5,005,378.03 from the prior month.

All City investments are GASB rated No. 1, where the custodian (The Bank of New York Mellon Trust Company, N.A.) acts as an agent of the City, and is not a counter party to the investment

transaction, and all securities are held in the name of the City of Brea. The custodial account at Bank of New York and account records with Chandler Asset Management have been reconciled to par value for the month. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

FISCAL IMPACT/SUMMARY

During the month of August the total value of the City's investment portfolio increased by \$3,644,003.46. This is primarily due to the receipt of sales tax and property tax during the month. The City's PARS account increased by \$109,530.10 primarily due to market rate adjustments and the City's bond reserve accounts increased by \$1,160,656.84 primarily due to debt service payments sent to our bond trustee for the 2005 Olinda Ranch Public Improvements CFD Bond, 2017 Brea Plaza Public Improvements CFD Bond and the 2014 Downtown Brea Public Improvements CFD Bond.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Management Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

ATTACHMENT A

City of Brea
Cash and Investment Information
August 31, 2018

		Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 2,262,374.84	\$ 2,262,374.84
Local Agency Investment Fund	LAIF	\$ 21,731,200.36	\$ 21,799,256.97
Managed Investment Portfolio - CHANDLER	Chandler	\$ 58,146,809.32	\$ 57,445,939.76
PARS Post-Employment Benefits Trust**	US Bank	\$ 6,770,003.57	\$ 7,568,629.91
<u>Fiscal Agent Cash & Investments**</u>			
2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1)	Chandler/BNY	\$ 823,563.72	\$ 815,774.19
2009 Water Revenue Bonds	Chandler/BNY	\$ 2,093,027.02	\$ 2,034,690.42
2010 Water Revenue Bonds	Chandler/BNY	\$ 1,474,833.97	\$ 1,436,797.93
2010 Lease Revenue Bonds	Chandler/BNY	\$ 269,369.08	\$ 261,779.90
2014 Downtown Brea Public Improvements CFD Bonds	Chandler/BNY	\$ 385,382.73	\$ 385,382.73
2014 Water Revenue Bonds	Chandler/BNY	\$ 217.06	\$ 217.06
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 1,226,648.79	\$ 1,231,392.64
Sub-total - Fiscal Agent Cash & Investments		\$ 6,273,042.37	\$ 6,166,034.87
Report Grand Total		\$ 95,183,430.46	\$ 95,242,236.35

* Includes accrued interest on invested funds

** Reserve Fund

City of Brea
Cash and Investment Information
 August 31, 2018

Fiscal Agent Cash & Investments Detail		Cost Value	Market Value
10103	2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - CHANDLER	\$ 458,182.13	\$ 450,392.60
	Short-Term Treasury Funds - BNY	\$ 365,381.59	\$ 365,381.59
	Sub-total	\$ 823,563.72	\$ 815,774.19
10073	2009 Water Revenue Bonds - CHANDLER	\$ 1,949,524.15	\$ 1,891,187.55
	Short-Term Treasury Funds - BNY	\$ 143,502.87	\$ 143,502.87
		\$ 2,093,027.02	\$ 2,034,690.42
10128	2010 Water Revenue Bonds - CHANDLER	\$ 1,371,825.14	\$ 1,333,789.10
	Short-Term Treasury Funds - BNY	\$ 103,008.83	\$ 103,008.83
	Sub-total	\$ 1,474,833.97	\$ 1,436,797.93
10129	2010 Lease Revenue Bonds - CHANDLER	\$ 266,937.37	\$ 259,348.19
	Short-Term Treasury Funds - BNY	\$ 2,431.71	\$ 2,431.71
	Sub-total	\$ 269,369.08	\$ 261,779.90
	2014 Downtown Brea Public Improvements CFD Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 385,382.73	\$ 385,382.73
	Sub-total	\$ 385,382.73	\$ 385,382.73
	2014 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 217.06	\$ 217.06
	Sub-total	\$ 217.06	\$ 217.06
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - CHANDLER	\$ 664,796.50	\$ 669,540.35
	Short-Term Treasury Funds - BNY	\$ 561,852.29	\$ 561,852.29
	Sub-total	\$ 1,226,648.79	\$ 1,231,392.64
Report Grand Total		\$ 6,273,042.37	\$ 6,166,034.87



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	2.02%
Average Purchase YTM	2.02%
Average Market YTM	2.02%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 7/31/18	End Values as of 8/31/18
Market Value	18,381,200	21,731,200
Accrued Interest	36,260	68,057
Total Market Value	18,417,460	21,799,257
Income Earned	42,001	31,797
Cont/WD		3,350,000
Par	18,381,200	21,731,200
Book Value	18,381,200	21,731,200
Cost Value	18,381,200	21,731,200

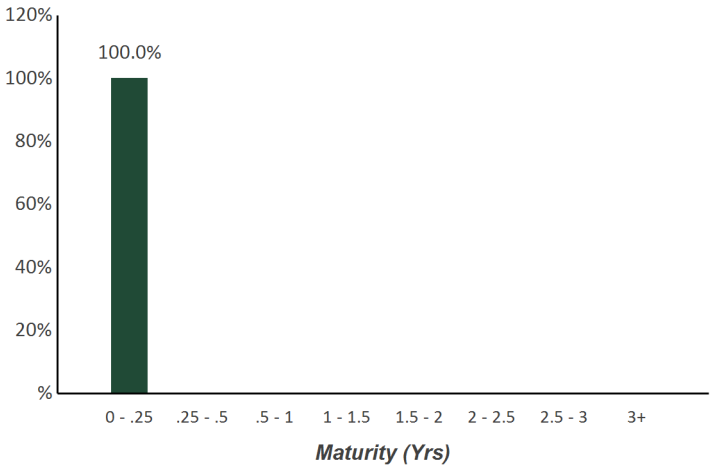
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/28/2012
City of Brea Laif	0.17%	0.51%	1.17%	1.56%	1.18%	0.94%	0.67%	N/A	N/A

Holdings Report

As of August 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	21,731,200.36	Various 2.02%	21,731,200.36 21,731,200.36	1.00 2.02%	21,731,200.36 68,056.61	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		21,731,200.36	2.02%	21,731,200.36 21,731,200.36	2.02%	21,731,200.36 68,056.61	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO				21,731,200.36 21,731,200.36	2.02%	21,731,200.36 68,056.61	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						21,799,256.97			

Portfolio Summary

As of August 31, 2018



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.44
Average Coupon	1.90%
Average Purchase YTM	2.01%
Average Market YTM	2.76%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.69 yrs
Average Life	2.56 yrs

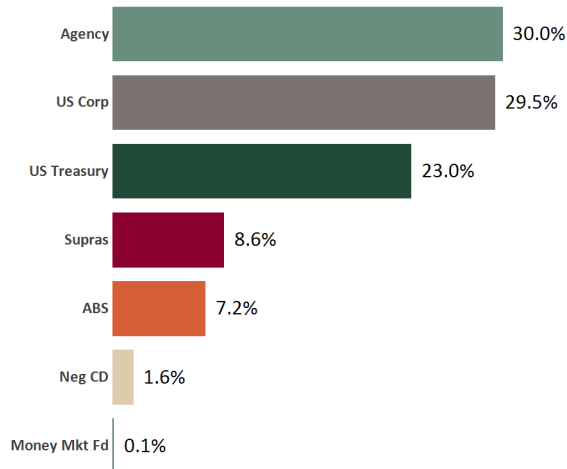
ACCOUNT SUMMARY

	Beg. Values as of 7/31/18	End Values as of 8/31/18
Market Value	56,931,670	57,206,616
Accrued Interest	252,064	239,323
Total Market Value	57,183,733	57,445,940
Income Earned	94,579	94,996
Cont/WD		0
Par	58,307,693	58,421,169
Book Value	58,107,237	58,214,635
Cost Value	58,048,233	58,146,809

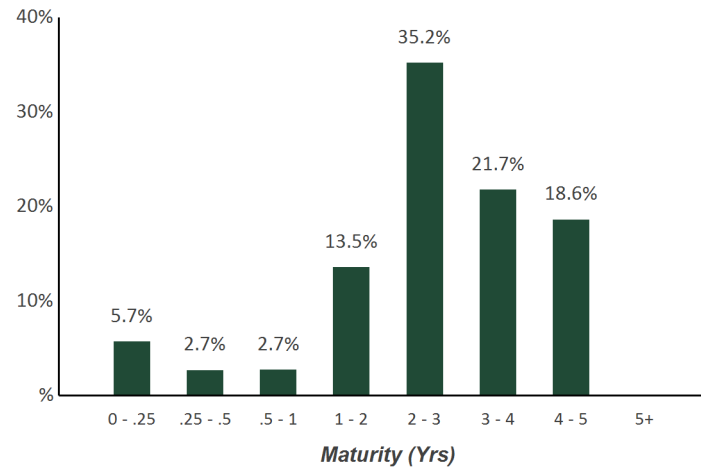
TOP ISSUERS

Government of United States	23.0%
Federal National Mortgage Assoc	17.7%
Federal Home Loan Mortgage Corp	7.1%
Inter-American Dev Bank	5.3%
Federal Home Loan Bank	5.3%
Intl Bank Recon and Development	2.5%
John Deere ABS	2.1%
US Bancorp	1.9%
Total	65.0%

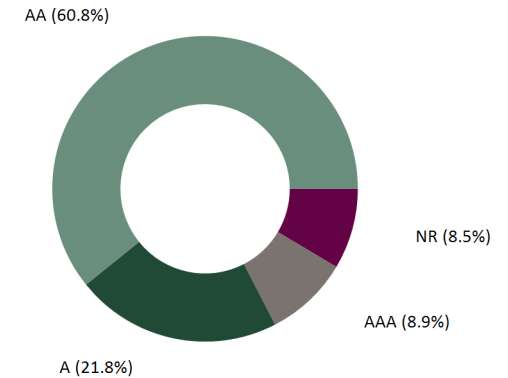
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	4/30/1996
City of Brea	0.46%	0.44%	0.28%	-0.24%	0.30%	0.92%	1.18%	2.01%	3.80%
ICE BAML 1-5 Yr US Treasury/Agency Index*	0.42%	0.33%	0.09%	-0.61%	-0.07%	0.57%	0.90%	1.73%	3.43%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	0.44%	0.37%	0.12%	-0.53%	0.04%	0.72%	1.03%	1.89%	N/A

*ICE BAML 1-Yr US Treasury Bill Index to 9/30/01,

Statement of Compliance

As of August 31, 2018

ATTACHMENT A



City of Brea

Assets managed by Chandler Asset Management are in full compliance with state law and with the Client's investment policy

Category	Standard	Comment
Treasury Issues	No limitations	Complies
US Agencies	25% per issuer	Complies
Supranationals	"AA" rated by a NRSRO; 15% maximum; 5% max per issuer	Complies*
Municipal Securities	5% max issuer	Complies
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 by S&P and Moody's; 25% maximum; 5% max per issuer; 270 days max maturity	Complies
Certificates of Deposit(CDs)/ Time Deposits (TDs)	5% max issuer; FDIC Insured and/or Collateralized	Complies
Negotiable CDs	30% maximum; 5% max per issuer	Complies
Medium Term Notes	"A" rated or better by a NRSRO; 30% maximum; 5% max per issuer	Complies
Pass Through Securities, Asset-Backed Securities (ABS), CMOs	"AA" or higher by a NRSRO; "A" rated issuer by a NRSRO; 20% maximum (combined), 10% maximum (ABS); 5% max per issuer; CMOs must pass FFIEC test	Complies
Money Market Funds	Highest rating by two NRSROs; 20% maximum; 5% max per fund	Complies
LAIF	40%;<60%, with OCIP	Complies
OCIP	40%;<60%, with LAIF	Complies
Repurchase Agreements	5% max issuer; 1 year max maturity	Complies
Range notes	Prohibited	Complies
Interest-only strips	Prohibited	Complies
Zero interest accruals	Prohibited	Complies
Agency Callable notes	5% maximum	Complies
Max Per Issuer	5% per issuer for all non government issuers and agencies	Complies
Maximum Maturity	5 years	Complies

*IADB is in compliance on a consolidated portfolio basis.



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$58,107,236.85
<u>Acquisition</u>		
+ Security Purchases	\$1,819,511.24	
+ Money Market Fund Purchases	\$1,790,004.23	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$3,609,515.47
<u>Dispositions</u>		
- Security Sales	\$499,845.00	
- Money Market Fund Sales	\$1,823,816.80	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$1,040,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$142,711.18	
Total Dispositions		\$3,506,372.98
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$4,593.82	
		\$4,593.82
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	(\$338.04)	
		(\$338.04)
ENDING BOOK VALUE		\$58,214,635.12

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$95,097.61
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$499,845.00	
Accrued Interest Received	\$3,512.15	
Interest Received	\$87,110.07	
Dividend Received	\$271.05	
Principal on Maturities	\$1,040,000.00	
Interest on Maturities	\$16,554.78	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$142,711.18	
Total Acquisitions	\$1,790,004.23	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$1,819,511.24	
Accrued Interest Paid	\$4,305.56	
Total Dispositions	\$1,823,816.80	
ENDING BOOK VALUE		\$61,285.04

Holdings Report

As of August 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43814TAB8	Honda Auto Receivables 2017-1 A2 1.42% Due 7/22/2019	25,287.37	03/21/2017 1.43%	25,286.77 25,287.14	99.94 2.98%	25,271.03 9.97	0.04% (16.11)	Aaa / NR AAA	0.89 0.05
89238MAB4	Toyota Auto Receivables Owner 2017-A 1.42% Due 9/16/2019	77,595.15	03/07/2017 1.43%	77,587.66 77,592.04	99.91 2.42%	77,528.16 48.97	0.14% (63.88)	Aaa / AAA NR	1.04 0.09
47787XAB3	John Deere Owner Trust 2017-A A2 1.5% Due 10/15/2019	60,664.44	02/22/2017 1.50%	60,664.20 60,664.34	99.90 2.63%	60,604.55 40.44	0.11% (59.79)	Aaa / NR AAA	1.12 0.09
654747AB0	Nissan Auto Receivables 2017-A A2A 1.47% Due 1/15/2020	88,802.26	03/21/2017 1.47%	88,801.81 88,802.04	99.83 2.50%	88,650.28 58.02	0.15% (151.76)	Aaa / NR AAA	1.38 0.17
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	188,823.34	02/23/2016 1.37%	188,793.62 188,811.65	99.65 2.59%	188,165.66 114.13	0.33% (645.99)	Aaa / NR AAA	1.62 0.28
47788BAB0	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	94,711.64	07/11/2017 1.60%	94,703.41 94,706.78	99.72 2.55%	94,445.97 66.93	0.16% (260.81)	Aaa / NR AAA	1.62 0.29
89238BAB8	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	715,000.00	01/23/2018 2.12%	714,926.93 714,942.68	99.69 2.64%	712,815.68 667.33	1.24% (2,127.00)	Aaa / AAA NR	2.13 0.58
654747AD6	Nissan Auto Receivables 2017-A A3 1.74% Due 8/16/2021	500,000.00	12/27/2017 2.10%	496,816.41 497,407.03	98.96 2.98%	494,813.50 362.50	0.86% (2,593.53)	Aaa / NR AAA	2.96 1.06
43811BAC8	Honda Auto Receivables 2017-2 A3 1.68% Due 8/16/2021	450,000.00	04/27/2018 2.62%	443,003.91 443,724.44	98.77 2.79%	444,467.25 336.00	0.77% 742.81	Aaa / AAA NR	2.96 1.12
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	130,000.00	07/11/2017 1.83%	129,990.48 129,993.00	98.65 2.93%	128,247.33 105.16	0.22% (1,745.67)	Aaa / NR AAA	3.13 1.22
47788CAC6	John Deere Owner Trust 2016-B A4 2.66% Due 4/18/2022	185,000.00	02/21/2018 2.68%	184,986.70 184,988.33	99.47 2.99%	184,018.39 218.71	0.32% (969.94)	Aaa / NR AAA	3.63 1.69
43815HAC1	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	495,000.00	08/21/2018 2.98%	494,932.09 494,932.28	99.94 3.00%	494,724.78 121.69	0.86% (207.50)	Aaa / NR AAA	3.98 2.00
02587AAJ3	American Express Credit 2017-1 1.93% Due 9/15/2022	550,000.00	06/21/2018 2.92%	541,449.22 541,826.05	98.61 2.93%	542,380.84 471.78	0.94% 554.79	Aaa / NR AAA	4.04 1.40
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	575,000.00	07/18/2018 3.10%	574,956.42 574,957.47	100.05 3.08%	575,280.60 1,771.00	1.00% 323.13	Aaa / NR AAA	4.21 2.16
Total ABS		4,135,884.20	2.45%	4,116,899.63 4,118,635.27	2.85%	4,111,414.02 4,392.63	7.16% (7,221.25)	Aaa / AAA AAA	3.09 1.22

Holdings Report

As of August 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0A78	FNMA Note 1.625% Due 1/21/2020	1,000,000.00	Various 1.46%	1,008,032.32 1,002,257.60	98.68 2.60%	986,835.00 1,805.55	1.72% (15,422.60)	Aaa / AA+ AAA	1.39 1.36
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,250,000.00	05/28/2015 1.52%	1,241,437.50 1,247,106.17	98.02 2.60%	1,225,257.50 5,729.17	2.14% (21,848.67)	Aaa / AA+ AAA	1.67 1.62
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,030,000.00	Various 1.57%	1,026,700.60 1,028,765.02	98.05 2.61%	1,009,869.68 2,961.25	1.76% (18,895.34)	Aaa / AA+ AAA	1.81 1.76
3137EAEK1	FHLMC Note 1.875% Due 11/17/2020	450,000.00	11/21/2017 1.96%	448,833.97 449,136.43	98.30 2.67%	442,354.95 2,437.50	0.77% (6,781.48)	Aaa / AA+ AAA	2.22 2.14
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,225,000.00	12/16/2015 1.90%	1,201,847.50 1,214,498.23	97.45 2.68%	1,193,724.53 4,644.79	2.09% (20,773.70)	Aaa / AA+ AAA	2.25 2.18
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,070,000.00	02/17/2016 1.46%	1,065,677.20 1,067,868.18	96.82 2.72%	1,035,951.53 531.28	1.80% (31,916.65)	Aaa / AA+ AAA	2.47 2.40
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,275,000.00	Various 1.46%	1,269,953.70 1,272,414.20	96.81 2.71%	1,234,369.58 243.49	2.15% (38,044.62)	Aaa / AA+ AAA	2.49 2.42
3135G0K69	FNMA Note 1.25% Due 5/6/2021	400,000.00	05/27/2016 1.48%	395,724.00 397,678.00	96.31 2.68%	385,252.80 1,597.22	0.67% (12,425.20)	Aaa / AA+ AAA	2.68 2.60
3135G0U35	FNMA Note 2.75% Due 6/22/2021	500,000.00	06/28/2018 2.70%	500,740.00 500,696.51	99.97 2.76%	499,854.00 2,520.83	0.87% (842.51)	Aaa / AA+ AAA	2.81 2.67
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,285,000.00	10/04/2016 1.33%	1,273,126.60 1,277,863.69	95.72 2.68%	1,230,009.71 1,887.34	2.14% (47,853.98)	Aaa / AA+ AAA	2.87 2.79
3137EAEK9	FHLMC Note 1.125% Due 8/12/2021	1,250,000.00	08/30/2016 1.33%	1,237,737.50 1,242,698.15	95.55 2.71%	1,194,340.00 742.19	2.08% (48,358.15)	Aaa / AA+ AAA	2.95 2.87
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,285,000.00	Various 1.29%	1,282,305.71 1,283,364.11	95.85 2.72%	1,231,698.20 624.65	2.15% (51,665.91)	Aaa / AA+ AAA	2.96 2.87
3135G0S38	FNMA Note 2% Due 1/5/2022	1,350,000.00	04/25/2017 1.92%	1,354,927.50 1,353,513.07	97.41 2.82%	1,315,039.05 4,200.00	2.30% (38,474.02)	Aaa / AA+ AAA	3.35 3.20
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,315,000.00	06/19/2017 1.88%	1,314,801.44 1,314,851.14	96.86 2.80%	1,273,773.44 9,999.48	2.23% (41,077.70)	Aaa / AA+ AAA	3.60 3.42
3130A3KM5	FHLB Note 2.5% Due 12/9/2022	775,000.00	08/28/2018 2.83%	764,808.75 764,828.31	98.63 2.84%	764,356.93 4,413.19	1.34% (471.38)	Aaa / AA+ NR	4.28 4.00
3135G0T94	FNMA Note 2.375% Due 1/19/2023	1,000,000.00	03/14/2018 2.73%	984,140.00 985,654.32	98.25 2.80%	982,515.00 2,770.83	1.72% (3,139.32)	Aaa / AA+ AAA	4.39 4.12

Holdings Report

As of August 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	1,200,000.00	07/20/2018 2.86%	1,193,976.00 1,194,110.46	99.58 2.84%	1,194,922.80 7,333.33	2.09% 812.34	Aaa / AA+ AAA	4.80 4.44
Total Agency		17,660,000.00	1.81%	17,564,770.29 17,597,303.59	2.72%	17,200,124.70 54,442.09	30.04% (397,178.89)	Aaa / AA+ AAA	2.91 2.78
MONEY MARKET FUND FI									
316175884	Fidelity Institutional Money Market Fund 696	61,285.04	Various 1.58%	61,285.04 61,285.04	1.00 1.58%	61,285.04 0.00	0.11% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		61,285.04	1.58%	61,285.04 61,285.04	1.58%	61,285.04 0.00	0.11% 0.00	Aaa / AAA NR	0.00 0.00
NEGOTIABLE CD									
06371ETT4	Bank of Montreal Chicago Yankee CD 1.76% Due 11/7/2018	920,000.00	11/06/2017 1.76%	920,000.00 920,000.00	100.00 1.76%	920,000.00 13,403.38	1.62% 0.00	P-1 / A-1 F-1+	0.19 0.18
Total Negotiable CD		920,000.00	1.76%	920,000.00 920,000.00	1.76%	920,000.00 13,403.38	1.62% 0.00	P-1 / A-1 F-1+	0.19 0.18
SUPRANATIONAL									
459058ER0	Intl. Bank Recon & Development Note 1% Due 10/5/2018	1,460,000.00	09/30/2015 1.06%	1,457,518.00 1,459,922.86	99.90 2.01%	1,458,599.86 5,921.11	2.55% (1,323.00)	Aaa / AAA AAA	0.10 0.09
4581X0CX4	Inter-American Dev Bank Note 1.625% Due 5/12/2020	1,065,000.00	04/05/2017 1.70%	1,062,475.95 1,063,612.44	98.22 2.70%	1,046,074.95 5,239.95	1.83% (17,537.49)	Aaa / AAA AAA	1.70 1.65
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	410,000.00	01/18/2018 2.35%	408,794.60 409,035.46	98.75 2.79%	404,866.80 922.50	0.71% (4,168.66)	Aaa / AAA NR	2.41 2.31
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,275,000.00	01/10/2017 2.15%	1,273,431.75 1,273,939.33	97.64 2.86%	1,244,859.00 3,236.20	2.17% (29,080.33)	Aaa / NR AAA	3.39 3.22

Holdings Report

As of August 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
SUPRANATIONAL									
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	800,000.00	Various 2.39%	777,732.00 780,331.07	95.71 2.88%	765,684.80 6,494.44	1.34% (14,646.27)	NR / NR AAA	4.04 3.82
Total Supranational		5,010,000.00	1.79%	4,979,952.30 4,986,841.16	2.57%	4,920,085.41 21,814.20	8.60% (66,755.75)	Aaa / AAA AAA	2.07 1.98
US CORPORATE									
74005PBH6	Praxair Note 1.25% Due 11/7/2018	810,000.00	Various 1.67%	797,684.40 809,403.06	99.80 2.32%	808,410.78 3,206.25	1.41% (992.28)	A2 / A NR	0.19 0.18
36962G7G3	General Electric Capital Corp Note 2.3% Due 1/14/2019	800,000.00	Various 2.27%	800,569.30 800,088.32	99.89 2.58%	799,156.80 2,402.23	1.40% (931.52)	A2 / A A	0.37 0.37
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	715,000.00	Various 2.04%	717,853.05 715,283.51	99.87 2.38%	714,093.38 7,596.88	1.26% (1,190.13)	A1 / AA- NR	0.50 0.49
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	700,000.00	Various 2.08%	703,858.75 700,457.89	99.85 2.43%	698,971.71 5,390.00	1.23% (1,486.18)	A1 / A+ AA-	0.65 0.64
40434CAC9	HSBC USA Inc Note 2.25% Due 6/23/2019	800,000.00	06/20/2017 1.99%	804,088.00 801,652.00	99.68 2.65%	797,434.40 3,400.00	1.39% (4,217.60)	A2 / A AA-	0.81 0.80
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	705,000.00	Various 2.29%	705,272.60 705,051.02	99.63 2.67%	702,370.35 7,657.08	1.24% (2,680.67)	A1 / A AA-	1.03 1.00
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	735,000.00	01/26/2015 2.17%	734,204.40 734,774.81	98.93 2.92%	727,148.00 1,360.77	1.27% (7,626.81)	A2 / A- A+	1.42 1.38
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	465,000.00	02/05/2015 1.77%	464,511.75 464,857.59	98.53 2.79%	458,157.99 361.67	0.80% (6,699.60)	A1 / A+ A+	1.46 1.42
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	750,000.00	06/11/2015 2.49%	741,693.75 747,106.65	98.79 2.98%	740,935.50 4,734.38	1.30% (6,171.15)	A2 / A- NR	1.72 1.66
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	330,000.00	05/24/2017 1.82%	329,808.60 329,887.71	98.36 2.76%	324,588.33 1,419.00	0.57% (5,299.38)	A2 / A A	1.76 1.71
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	325,000.00	10/29/2015 2.02%	324,740.00 324,887.01	98.58 2.67%	320,398.00 2,130.56	0.56% (4,489.01)	Aaa / AAA AA+	2.18 2.09

Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US CORPORATE									
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	800,000.00	02/06/2017 2.16%	803,768.00 802,158.40	98.45 3.04%	787,619.20 6,031.11	1.38% (14,539.20)	A3 / A A	2.18 2.08
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	700,000.00	01/24/2018 2.64%	697,130.00 697,704.53	98.50 3.16%	689,474.80 2,041.67	1.20% (8,229.73)	Aa2 / AA- AA	2.39 2.29
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	875,000.00	Various 1.97%	884,992.10 880,216.25	98.45 2.87%	861,447.13 9,721.25	1.52% (18,769.12)	Aaa / AA+ NR	2.50 2.38
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	315,000.00	05/24/2017 2.12%	322,663.95 320,103.72	99.42 3.04%	313,173.00 4,336.50	0.55% (6,930.72)	A2 / A A	2.51 2.37
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	410,000.00	05/08/2018 3.24%	407,150.50 407,444.29	99.82 3.07%	409,250.52 3,758.33	0.72% 1,806.23	A2 / A+ NR	2.70 2.55
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	440,000.00	05/16/2016 1.96%	439,771.20 439,875.83	97.05 3.09%	427,015.60 2,431.00	0.75% (12,860.23)	A1 / A AA-	2.72 2.60
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	590,000.00	Various 1.57%	589,298.90 589,588.40	96.36 2.85%	568,539.93 584.27	0.99% (21,048.47)	Aaa / AAA AA+	2.94 2.84
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 9/15/2021	804,000.00	11/29/2016 2.40%	785,998.44 792,568.80	96.80 3.01%	778,260.74 7,043.93	1.37% (14,308.06)	A1 / AA- A+	3.04 2.90
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	450,000.00	05/16/2018 3.34%	438,612.75 439,517.58	98.30 3.14%	442,365.30 1,625.00	0.77% 2,847.72	Aa3 / AA- A	3.37 3.18
91159HHP8	US Bancorp Callable Cont 12/23/2021 2.625% Due 1/24/2022	390,000.00	01/19/2017 2.66%	389,329.20 389,544.11	98.11 3.22%	382,620.03 1,052.19	0.67% (6,924.08)	A1 / A+ AA-	3.40 3.21
674599CK9	Occidental Petroleum Callable Note Cont 3/15/2022 2.6% Due 4/15/2022	700,000.00	06/18/2018 3.27%	683,298.00 684,172.01	97.91 3.21%	685,337.10 6,875.56	1.20% 1,165.09	A3 / A A	3.62 3.39
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	890,000.00	07/25/2017 2.45%	889,919.90 889,937.45	96.93 3.29%	862,642.29 1,998.79	1.51% (27,295.16)	A2 / A A+	3.91 3.68
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	700,000.00	11/29/2017 2.58%	688,156.00 690,018.95	96.02 3.27%	672,110.60 7,400.56	1.18% (17,908.35)	A1 / A+ A+	4.02 3.76
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	625,000.00	02/09/2018 3.19%	618,968.75 619,640.01	97.96 3.48%	612,270.63 2,373.47	1.07% (7,369.38)	A3 / A- AA-	4.38 3.79
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	450,000.00	06/13/2018 3.44%	437,485.50 438,051.37	98.21 3.23%	441,932.85 6,125.00	0.78% 3,881.48	A2 / A A	4.52 4.14

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US CORPORATE									
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	225,000.00	07/11/2018 3.49%	224,610.75 224,620.78	100.75 3.28%	226,687.73 970.31	0.40% 2,066.95	A2 / A+ NR	4.87 4.43
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	560,000.00	08/06/2018 3.41%	559,770.40 559,773.29	100.46 3.30%	562,549.12 1,163.56	0.98% 2,775.83	A1 / A+ NR	4.94 4.51
Total US Corporate		17,059,000.00	2.39%	16,985,208.94 16,998,385.34	2.93%	16,814,961.81 105,191.32	29.45% (183,423.53)	A1 / A+ A+	2.34 2.20
US TREASURY									
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,250,000.00	09/29/2015 1.37%	1,250,394.81 1,250,160.38	97.57 2.63%	1,219,580.00 47.48	2.12% (30,580.38)	Aaa / AA+ AAA	2.00 1.95
912828L99	US Treasury Note 1.375% Due 10/31/2020	800,000.00	11/23/2015 1.71%	787,471.43 794,503.55	97.34 2.65%	778,687.20 3,706.52	1.36% (15,816.35)	Aaa / AA+ AAA	2.17 2.10
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,300,000.00	03/09/2016 1.40%	1,298,734.82 1,299,374.84	97.00 2.67%	1,260,949.30 1,554.35	2.20% (38,425.54)	Aaa / AA+ AAA	2.42 2.35
912828B90	US Treasury Note 2% Due 2/28/2021	1,250,000.00	04/26/2016 1.40%	1,285,111.61 1,268,102.25	98.38 2.67%	1,229,736.25 69.06	2.14% (38,366.00)	Aaa / AA+ AAA	2.50 2.42
912828Q37	US Treasury Note 1.25% Due 3/31/2021	800,000.00	12/13/2016 1.81%	781,471.43 788,868.68	96.48 2.67%	771,844.00 4,207.65	1.35% (17,024.68)	Aaa / AA+ AAA	2.58 2.50
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,300,000.00	11/09/2016 1.48%	1,278,016.07 1,286,144.58	95.37 2.70%	1,239,824.30 6,153.69	2.17% (46,320.28)	Aaa / AA+ AAA	3.08 2.98
912828F96	US Treasury Note 2% Due 10/31/2021	1,025,000.00	01/27/2017 1.94%	1,027,686.05 1,026,789.67	97.87 2.71%	1,003,178.78 6,907.61	1.76% (23,610.89)	Aaa / AA+ AAA	3.17 3.02
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,360,000.00	03/13/2017 2.14%	1,335,407.68 1,342,672.67	96.80 2.71%	1,316,543.92 65.75	2.29% (26,128.75)	Aaa / AA+ AAA	3.50 3.36
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,100,000.00	08/15/2017 1.82%	1,115,601.34 1,112,266.97	97.82 2.73%	1,076,066.20 4,001.70	1.88% (36,200.77)	Aaa / AA+ AAA	3.83 3.64
912828L24	US Treasury Note 1.875% Due 8/31/2022	1,000,000.00	09/26/2017 1.87%	1,000,433.04 1,000,351.44	96.77 2.73%	967,734.00 51.80	1.68% (32,617.44)	Aaa / AA+ AAA	4.00 3.82
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,240,000.00	10/17/2017 1.99%	1,226,243.75 1,228,663.27	96.23 2.73%	1,193,306.56 9,130.60	2.09% (35,356.71)	Aaa / AA+ AAA	4.08 3.87

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,150,000.00	01/25/2018 2.46%	1,132,121.09 1,134,286.42	97.50 2.74%	1,121,294.85 4,183.59	1.96% (12,991.57)	Aaa / AA+ AAA	4.34 4.09
Total US Treasury		13,575,000.00	1.77%	13,518,693.12 13,532,184.72	2.70%	13,178,745.36 40,079.80	23.01% (353,439.36)	Aaa / AA+ AAA	3.16 3.02
TOTAL PORTFOLIO		58,421,169.24	2.01%	58,146,809.32 58,214,635.12	2.76%	57,206,616.34 239,323.42	100.00% (1,008,018.78)	Aa1 / AA AAA	2.69 2.44
TOTAL MARKET VALUE PLUS ACCRUED						57,445,939.76			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.56
Average Coupon	1.67%
Average Purchase YTM	1.74%
Average Market YTM	2.66%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.68 yrs
Average Life	2.67 yrs

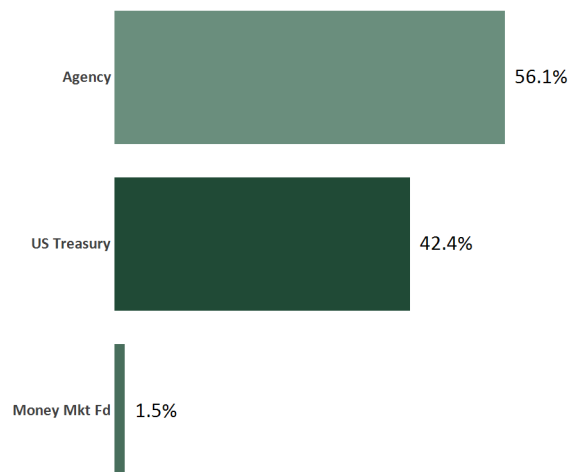
ACCOUNT SUMMARY

	Beg. Values as of 7/31/18	End Values as of 8/31/18
Market Value	446,541	448,686
Accrued Interest	1,865	1,707
Total Market Value	448,406	450,393
Income Earned	674	674
Cont/WD		0
Par	458,931	459,735
Book Value	457,985	458,817
Cost Value	457,378	458,182

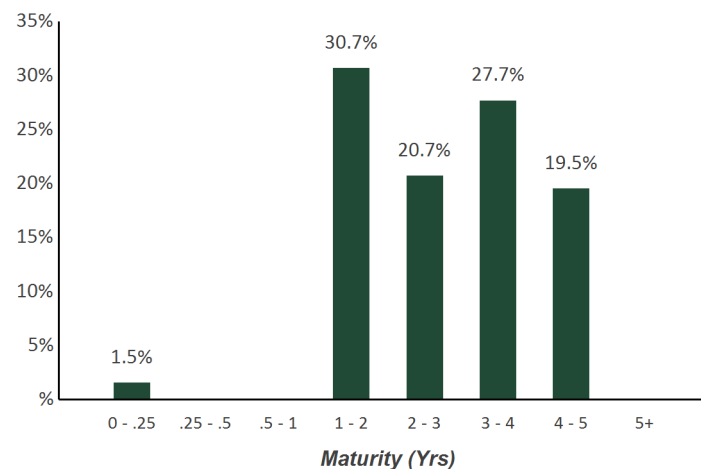
TOP ISSUERS

Government of United States	42.4%
Federal National Mortgage Assoc	31.0%
Federal Home Loan Bank	16.3%
Federal Home Loan Mortgage Corp	8.8%
AIM STIT-Treasury Portfolio	1.5%
Total	100.0%

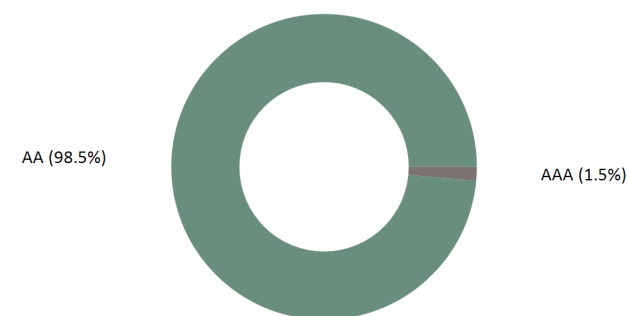
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	11/30/2009
Brea 05 CFD 97-1 Spec Tax Reserve Fund	0.44%	0.35%	-0.03%	-0.87%	-0.14%	0.73%	1.30%	N/A	1.83%
ICE BAML 3-Month US Treasury Bill Index	0.18%	0.51%	1.15%	1.52%	1.07%	0.79%	0.49%	N/A	0.32%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$457,984.67
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$804.00	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$804.00
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$28.16	
		\$28.16
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$458,816.83

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$5,930.68
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$796.88	
Dividend Received	\$7.12	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$804.00	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$6,734.68

Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	40,000.00	03/25/2015 1.40%	39,735.60 39,936.58	98.67 2.50%	39,467.04 206.94	8.81% (469.54)	Aaa / AA+ AAA	1.09 1.06
313383HU8	FHLB Note 1.75% Due 6/12/2020	40,000.00	06/26/2015 1.87%	39,779.20 39,920.71	98.39 2.68%	39,355.08 153.61	8.77% (565.63)	Aaa / AA+ NR	1.78 1.73
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	35,000.00	03/11/2016 1.64%	34,566.00 34,783.00	96.82 2.72%	33,886.27 17.38	7.53% (896.73)	Aaa / AA+ AAA	2.47 2.40
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	43,000.00	10/27/2016 1.50%	42,738.13 42,835.77	96.00 2.73%	41,281.72 236.50	9.22% (1,554.05)	Aaa / AA+ AAA	3.10 2.99
3135G0S38	FNMA Note 2% Due 1/5/2022	40,000.00	04/24/2017 1.92%	40,142.40 40,101.47	97.41 2.82%	38,964.12 124.44	8.68% (1,137.35)	Aaa / AA+ AAA	3.35 3.20
3135G0T78	FNMA Note 2% Due 10/5/2022	30,000.00	01/09/2018 2.36%	29,518.50 29,583.67	96.88 2.81%	29,064.69 243.33	6.51% (518.98)	Aaa / AA+ AAA	4.10 3.86
3135G0T94	FNMA Note 2.375% Due 1/19/2023	30,000.00	06/13/2018 2.91%	29,319.90 29,351.88	98.25 2.80%	29,475.45 83.13	6.56% 123.57	Aaa / AA+ AAA	4.39 4.12
Total Agency		258,000.00	1.89%	255,799.73 256,513.08	2.72%	251,494.37 1,065.33	56.08% (5,018.71)	Aaa / AA+ AAA	2.80 2.68
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	6,734.68	Various 0.60%	6,734.68 6,734.68	1.00 0.60%	6,734.68 0.00	1.50% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		6,734.68	0.60%	6,734.68 6,734.68	0.60%	6,734.68 0.00	1.50% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	30,000.00	Various 1.46%	29,709.47 29,910.35	98.08 2.56%	29,423.44 1.04	6.53% (486.91)	Aaa / AA+ AAA	1.50 1.47
912828UV0	US Treasury Note 1.125% Due 3/31/2020	30,000.00	05/07/2015 1.57%	29,379.01 29,799.71	97.75 2.58%	29,326.17 142.01	6.54% (473.54)	Aaa / AA+ AAA	1.58 1.55
912828WC0	US Treasury Note 1.75% Due 10/31/2020	30,000.00	11/04/2015 1.63%	30,166.51 30,072.29	98.13 2.65%	29,437.50 176.90	6.58% (634.79)	Aaa / AA+ AAA	2.17 2.09
912828WN6	US Treasury Note 2% Due 5/31/2021	30,000.00	07/11/2016 1.01%	31,406.35 30,790.68	98.20 2.68%	29,459.76 152.46	6.57% (1,330.92)	Aaa / AA+ AAA	2.75 2.64

Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828G53	US Treasury Note 1.875% Due 11/30/2021	35,000.00	01/18/2017 1.89%	34,974.14 34,982.73	97.42 2.71%	34,097.67 166.75	7.61% (885.06)	Aaa / AA+ AAA	3.25 3.11
912828J43	US Treasury Note 1.75% Due 2/28/2022	10,000.00	04/24/2017 1.84%	9,960.58 9,971.57	96.80 2.71%	9,680.47 0.48	2.15% (291.10)	Aaa / AA+ AAA	3.50 3.36
912828L24	US Treasury Note 1.875% Due 8/31/2022	30,000.00	09/18/2017 1.84%	30,051.66 30,041.74	96.77 2.73%	29,032.02 1.55	6.45% (1,009.72)	Aaa / AA+ AAA	4.00 3.82
Total US Treasury		195,000.00	1.59%	195,647.72 195,569.07	2.66%	190,457.03 641.19	42.43% (5,112.04)	Aaa / AA+ AAA	2.61 2.51
TOTAL PORTFOLIO		459,734.68	1.74%	458,182.13 458,816.83	2.66%	448,686.08 1,706.52	100.00% (10,130.75)	Aaa / AA+ AAA	2.68 2.56
TOTAL MARKET VALUE PLUS ACCRUED						450,392.60			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.49
Average Coupon	1.83%
Average Purchase YTM	1.45%
Average Market YTM	2.62%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.60 yrs
Average Life	2.60 yrs

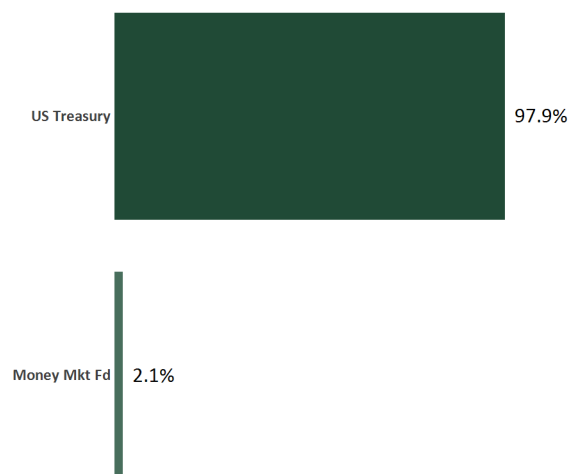
ACCOUNT SUMMARY

	Beg. Values as of 7/31/18	End Values as of 8/31/18
Market Value	1,873,680	1,884,139
Accrued Interest	9,586	7,049
Total Market Value	1,883,266	1,891,188
Income Earned	2,460	2,383
Cont/WD		0
Par	1,913,359	1,918,883
Book Value	1,930,333	1,935,252
Cost Value	1,944,000	1,949,524

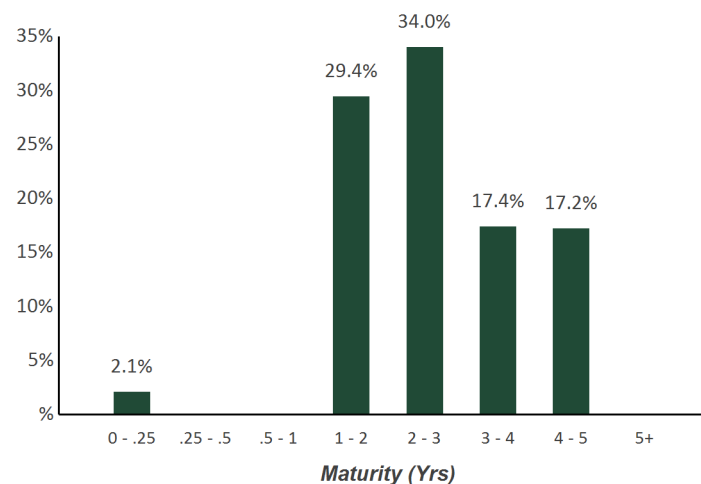
TOP ISSUERS

Government of United States	97.9%
AIM STIT-Treasury Portfolio	2.1%
Total	100.0%

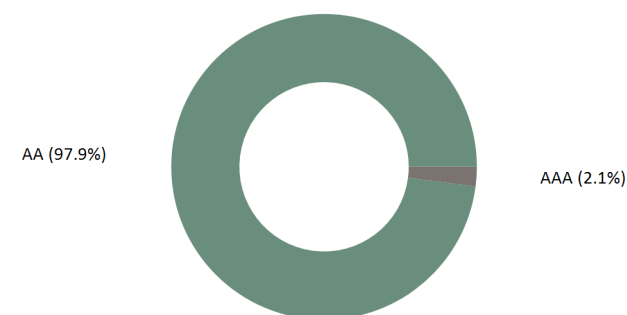
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				6/30/2009
					2YRS	3YRS	5YRS	10YRS	
Brea 2009 Water Revenue Bond Reserve Fund	0.42%	0.38%	0.01%	-0.85%	-0.32%	0.60%	1.23%	N/A	2.13%
ICE BAML 3-Month US Treasury Bill Index	0.18%	0.51%	1.15%	1.52%	1.07%	0.79%	0.49%	N/A	0.32%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$1,930,332.53
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$5,524.55	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$5,524.55
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$605.31)	
		(\$605.31)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$1,935,251.77

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$33,358.71
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$5,484.38	
Dividend Received	\$40.17	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$5,524.55	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$38,883.26



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	38,883.26	Various 0.60%	38,883.26 38,883.26	1.00 0.60%	38,883.26 0.00	2.06% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		38,883.26	0.60%	38,883.26	0.60%	38,883.26 0.00	2.06% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828G61	US Treasury Note 1.5% Due 11/30/2019	165,000.00	08/24/2016 0.92%	168,081.41 166,176.21	98.74 2.53%	162,924.63 628.89	8.65% (3,251.58)	Aaa / AA+ AAA	1.25 1.22
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	135,000.00	Various 1.60%	132,834.83 134,319.12	98.08 2.56%	132,405.44 4.66	7.00% (1,913.68)	Aaa / AA+ AAA	1.50 1.47
912828UV0	US Treasury Note 1.125% Due 3/31/2020	100,000.00	05/07/2015 1.57%	97,930.02 99,332.38	97.75 2.58%	97,753.90 473.36	5.19% (1,578.48)	Aaa / AA+ AAA	1.58 1.55
912828XM7	US Treasury Note 1.625% Due 7/31/2020	165,000.00	08/24/2016 1.03%	168,796.84 166,848.18	98.14 2.63%	161,925.56 233.15	8.57% (4,922.62)	Aaa / AA+ AAA	1.92 1.87
912828WC0	US Treasury Note 1.75% Due 10/31/2020	160,000.00	Various 1.46%	161,991.55 160,979.97	98.13 2.65%	157,000.00 943.48	8.35% (3,979.97)	Aaa / AA+ AAA	2.17 2.09
912828A83	US Treasury Note 2.375% Due 12/31/2020	165,000.00	08/24/2016 1.08%	174,062.66 169,859.27	99.37 2.66%	163,955.88 670.87	8.70% (5,903.39)	Aaa / AA+ AAA	2.34 2.24
912828B90	US Treasury Note 2% Due 2/28/2021	165,000.00	08/24/2016 1.10%	171,516.76 168,602.41	98.38 2.67%	162,325.19 9.12	8.58% (6,277.22)	Aaa / AA+ AAA	2.50 2.42
912828WN6	US Treasury Note 2% Due 5/31/2021	160,000.00	Various 1.04%	167,290.77 164,116.02	98.20 2.68%	157,118.72 813.12	8.35% (6,997.30)	Aaa / AA+ AAA	2.75 2.64
912828F21	US Treasury Note 2.125% Due 9/30/2021	170,000.00	10/27/2016 1.38%	175,983.77 173,744.02	98.30 2.70%	167,117.99 1,520.01	8.92% (6,626.03)	Aaa / AA+ AAA	3.08 2.93
912828J43	US Treasury Note 1.75% Due 2/28/2022	165,000.00	04/24/2017 1.84%	164,349.58 164,530.84	96.80 2.71%	159,727.76 7.98	8.45% (4,803.08)	Aaa / AA+ AAA	3.50 3.36
912828L24	US Treasury Note 1.875% Due 8/31/2022	165,000.00	09/18/2017 1.84%	165,284.15 165,229.58	96.77 2.73%	159,676.11 8.55	8.44% (5,553.47)	Aaa / AA+ AAA	4.00 3.82



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
9128284D9	US Treasury Note 2.5% Due 3/31/2023	165,000.00	06/13/2018 2.84%	162,518.55 162,630.51	98.98 2.74%	163,324.26 1,735.66	8.73% 693.75	Aaa / AA+ AAA	4.58 4.25
Total US Treasury		1,880,000.00	1.46%	1,910,640.89 1,896,368.51	2.66%	1,845,255.44 7,048.85	97.94% (51,113.07)	Aaa / AA+ AAA	2.65 2.54
TOTAL PORTFOLIO		1,918,883.26	1.45%	1,949,524.15 1,935,251.77	2.62%	1,884,138.70 7,048.85	100.00% (51,113.07)	Aaa / AA+ AAA	2.60 2.49
TOTAL MARKET VALUE PLUS ACCRUED						1,891,187.55			

Portfolio Summary

As of August 31, 2018

ATTACHMENT A



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.68
Average Coupon	1.85%
Average Purchase YTM	1.56%
Average Market YTM	2.63%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.81 yrs
Average Life	2.81 yrs

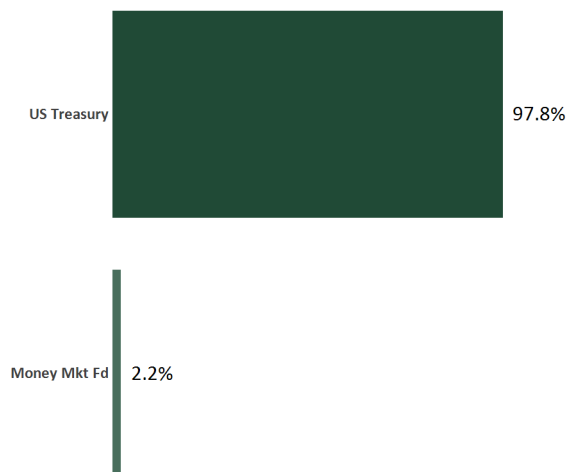
ACCOUNT SUMMARY

	Beg. Values as of 7/31/18	End Values as of 8/31/18
Market Value	1,321,221	1,328,949
Accrued Interest	6,629	4,840
Total Market Value	1,327,850	1,333,789
Income Earned	1,805	1,807
Cont/WD		0
Par	1,351,096	1,355,017
Book Value	1,360,343	1,363,940
Cost Value	1,367,904	1,371,825

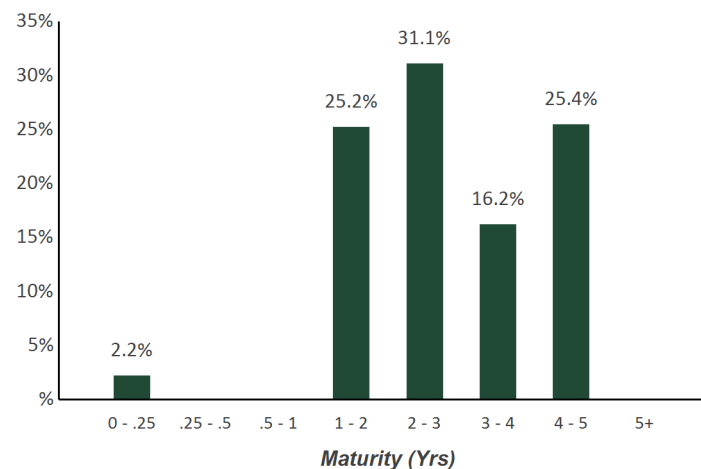
TOP ISSUERS

Government of United States	97.8%
AIM STIT-Treasury Portfolio	2.2%
Total	100.0%

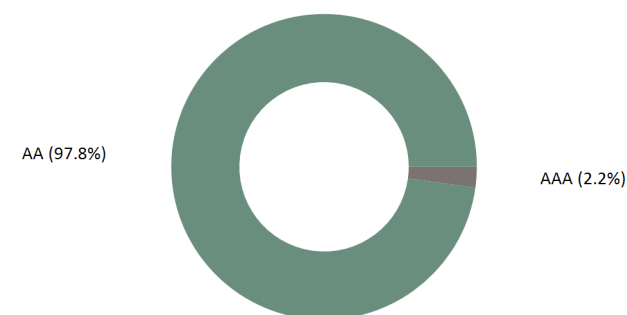
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	5/31/2010
Brea Water Revenue Bonds, Series B, Reserve Account	0.45%	0.35%	-0.08%	-0.93%	-0.35%	0.57%	1.21%	N/A	1.73%
ICE BAML 3-Month US Treasury Bill Index	0.18%	0.51%	1.15%	1.52%	1.07%	0.79%	0.49%	N/A	0.34%

Reconciliation Summary

As of August 31, 2018

ATTACHMENT A



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$1,360,342.87
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$3,920.86	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$3,920.86
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$323.91)	
		(\$323.91)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$1,363,939.82

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$25,096.32
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$3,890.63	
Dividend Received	\$30.23	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$3,920.86	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$29,017.18

Holdings Report
As of August 31, 2018

ATTACHMENT A



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	29,017.18	Various 0.60%	29,017.18 29,017.18	1.00 0.60%	29,017.18 0.00	2.18% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		29,017.18	0.60%	29,017.18 29,017.18	0.60%	29,017.18 0.00	2.18% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	112,000.00	Various 1.40%	111,138.03 111,752.46	98.08 2.56%	109,847.48 3.86	8.24% (1,904.98)	Aaa / AA+ AAA	1.50 1.47
912828UV0	US Treasury Note 1.125% Due 3/31/2020	115,000.00	Various 1.47%	113,111.52 114,402.38	97.75 2.58%	112,417.00 544.36	8.47% (1,985.38)	Aaa / AA+ AAA	1.58 1.55
912828XM7	US Treasury Note 1.625% Due 7/31/2020	115,000.00	08/24/2016 1.03%	117,646.28 116,288.13	98.14 2.63%	112,857.21 162.50	8.47% (3,430.92)	Aaa / AA+ AAA	1.92 1.87
912828WC0	US Treasury Note 1.75% Due 10/31/2020	88,000.00	11/04/2015 1.63%	88,488.42 88,212.04	98.13 2.65%	86,350.00 518.91	6.51% (1,862.04)	Aaa / AA+ AAA	2.17 2.09
912828A83	US Treasury Note 2.375% Due 12/31/2020	115,000.00	08/24/2016 1.08%	121,316.40 118,386.77	99.37 2.66%	114,272.28 467.58	8.60% (4,114.49)	Aaa / AA+ AAA	2.34 2.24
912828B90	US Treasury Note 2% Due 2/28/2021	115,000.00	08/24/2016 1.10%	119,541.99 117,510.77	98.38 2.67%	113,135.74 6.35	8.48% (4,375.03)	Aaa / AA+ AAA	2.50 2.42
912828WN6	US Treasury Note 2% Due 5/31/2021	101,000.00	Various 1.03%	105,664.79 103,628.31	98.20 2.68%	99,181.19 513.28	7.47% (4,447.12)	Aaa / AA+ AAA	2.75 2.64
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	10/27/2016 1.38%	113,871.85 112,422.60	98.30 2.70%	108,135.17 983.54	8.18% (4,287.43)	Aaa / AA+ AAA	3.08 2.93
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	04/24/2017 1.84%	109,566.38 109,687.22	96.80 2.71%	106,485.17 5.32	7.98% (3,202.05)	Aaa / AA+ AAA	3.50 3.36
912828L24	US Treasury Note 1.875% Due 8/31/2022	115,000.00	09/18/2017 1.84%	115,198.04 115,160.01	96.77 2.73%	111,289.41 5.96	8.34% (3,870.60)	Aaa / AA+ AAA	4.00 3.82
912828N30	US Treasury Note 2.125% Due 12/31/2022	115,000.00	01/09/2018 2.31%	113,993.75 114,123.41	97.50 2.74%	112,129.49 418.36	8.44% (1,993.92)	Aaa / AA+ AAA	4.34 4.09



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
9128284D9	US Treasury Note 2.5% Due 3/31/2023	115,000.00	06/13/2018	113,270.51	98.98	113,832.06	8.63%	Aaa / AA+	4.58
			2.84%	113,348.54	2.74%	1,209.70	483.52	AAA	4.25
Total US Treasury		1,326,000.00	1.58%	1,342,807.96 1,334,922.64	2.67%	1,299,932.20 4,839.72	97.82% (34,990.44)	Aaa / AA+ AAA	2.87 2.74
TOTAL PORTFOLIO		1,355,017.18	1.56%	1,371,825.14 1,363,939.82	2.63%	1,328,949.38 4,839.72	100.00% (34,990.44)	Aaa / AA+ AAA	2.81 2.68
TOTAL MARKET VALUE PLUS ACCRUED						1,333,789.10			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.71
Average Coupon	1.87%
Average Purchase YTM	1.56%
Average Market YTM	2.64%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.84 yrs
Average Life	2.84 yrs

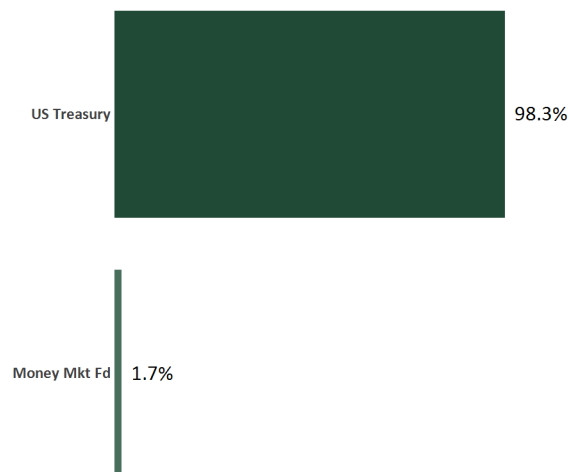
ACCOUNT SUMMARY

	Beg. Values as of 7/31/18	End Values as of 8/31/18
Market Value	256,863	258,384
Accrued Interest	1,321	964
Total Market Value	258,184	259,348
Income Earned	352	352
Cont/WD		0
Par	262,709	263,484
Book Value	264,648	265,357
Cost Value	266,162	266,937

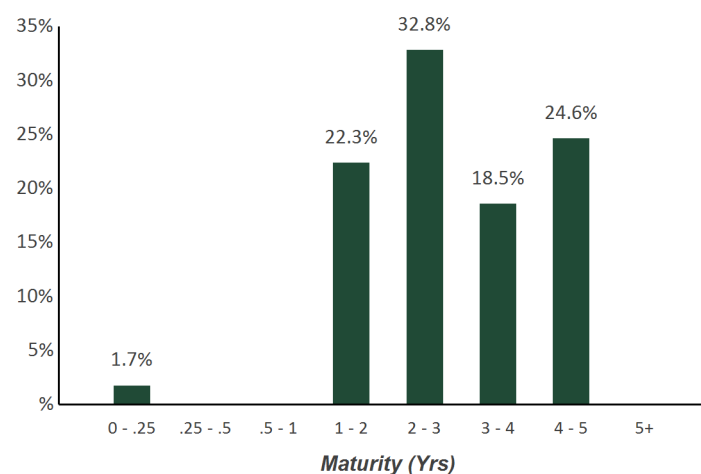
TOP ISSUERS

Government of United States	98.3%
AIM STIT-Treasury Portfolio	1.7%
Total	100.0%

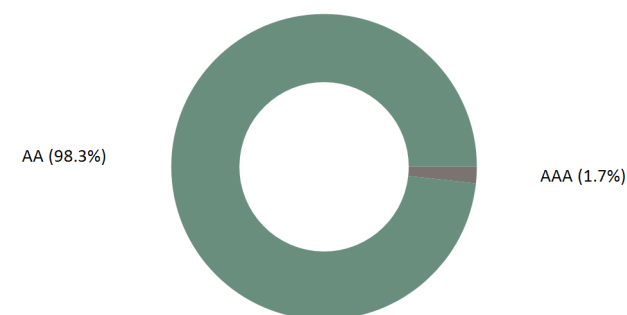
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	5/31/2010
Brea Lease Revenue Bonds, Reserve Account	0.45%	0.35%	-0.09%	-0.95%	-0.37%	0.55%	1.21%	N/A	1.74%
ICE BAML 3-Month US Treasury Bill Index	0.18%	0.51%	1.15%	1.52%	1.07%	0.79%	0.49%	N/A	0.34%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$264,647.94
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$775.00	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$775.00
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$66.17)	
		(\$66.17)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$265,356.77

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$3,708.96
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$770.63	
Dividend Received	\$4.37	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$775.00	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$4,483.96



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	4,483.96	Various 0.60%	4,483.96 4,483.96	1.00 0.60%	4,483.96 0.00	1.73% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		4,483.96	0.60%	4,483.96 4,483.96	0.60%	4,483.96 0.00	1.73% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	20,000.00	Various 1.59%	19,688.54 19,902.34	98.08 2.56%	19,615.63 0.69	7.56% (286.71)	Aaa / AA+ AAA	1.50 1.47
912828UV0	US Treasury Note 1.125% Due 3/31/2020	17,000.00	05/07/2015 1.57%	16,648.10 16,886.50	97.75 2.58%	16,618.16 80.47	6.44% (268.34)	Aaa / AA+ AAA	1.58 1.55
912828XM7	US Treasury Note 1.625% Due 7/31/2020	22,000.00	08/24/2016 1.03%	22,506.25 22,246.43	98.14 2.63%	21,590.07 31.09	8.34% (656.36)	Aaa / AA+ AAA	1.92 1.87
912828WC0	US Treasury Note 1.75% Due 10/31/2020	22,000.00	Various 1.45%	22,276.59 22,136.23	98.13 2.65%	21,587.50 129.73	8.37% (548.73)	Aaa / AA+ AAA	2.17 2.09
912828A83	US Treasury Note 2.375% Due 12/31/2020	22,000.00	08/24/2016 1.08%	23,208.35 22,647.90	99.37 2.66%	21,860.78 89.45	8.46% (787.12)	Aaa / AA+ AAA	2.34 2.24
912828B90	US Treasury Note 2% Due 2/28/2021	22,000.00	08/24/2016 1.10%	22,868.90 22,480.32	98.38 2.67%	21,643.36 1.22	8.35% (836.96)	Aaa / AA+ AAA	2.50 2.42
912828WN6	US Treasury Note 2% Due 5/31/2021	20,000.00	07/11/2016 1.01%	20,937.57 20,527.12	98.20 2.68%	19,639.84 101.64	7.61% (887.28)	Aaa / AA+ AAA	2.75 2.64
912828F21	US Treasury Note 2.125% Due 9/30/2021	25,000.00	10/27/2016 1.38%	25,879.97 25,550.59	98.30 2.70%	24,576.18 223.53	9.56% (974.41)	Aaa / AA+ AAA	3.08 2.93
912828J43	US Treasury Note 1.75% Due 2/28/2022	24,000.00	04/24/2017 1.84%	23,905.39 23,931.76	96.80 2.71%	23,233.13 1.16	8.96% (698.63)	Aaa / AA+ AAA	3.50 3.36
912828L24	US Treasury Note 1.875% Due 8/31/2022	23,000.00	09/18/2017 1.84%	23,039.61 23,032.00	96.77 2.73%	22,257.88 1.19	8.58% (774.12)	Aaa / AA+ AAA	4.00 3.82
912828N30	US Treasury Note 2.125% Due 12/31/2022	20,000.00	01/09/2018 2.31%	19,825.00 19,847.55	97.50 2.74%	19,500.78 72.76	7.55% (346.77)	Aaa / AA+ AAA	4.34 4.09



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
9128284D9	US Treasury Note 2.5% Due 3/31/2023	22,000.00	06/13/2018	21,669.14	98.98	21,776.57	8.49%	Aaa / AA+	4.58
			2.84%	21,684.07	2.74%	231.42	92.50	AAA	4.25
Total US Treasury		259,000.00	1.58%	262,453.41 260,872.81	2.67%	253,899.88 964.35	98.27% (6,972.93)	Aaa / AA+ AAA	2.89 2.76
TOTAL PORTFOLIO		263,483.96	1.56%	266,937.37 265,356.77	2.64%	258,383.84 964.35	100.00% (6,972.93)	Aaa / AA+ AAA	2.84 2.71
TOTAL MARKET VALUE PLUS ACCRUED						259,348.19			

Portfolio Summary

As of August 31, 2018



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.94
Average Coupon	1.92%
Average Purchase YTM	2.64%
Average Market YTM	2.63%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.09 yrs
Average Life	3.09 yrs

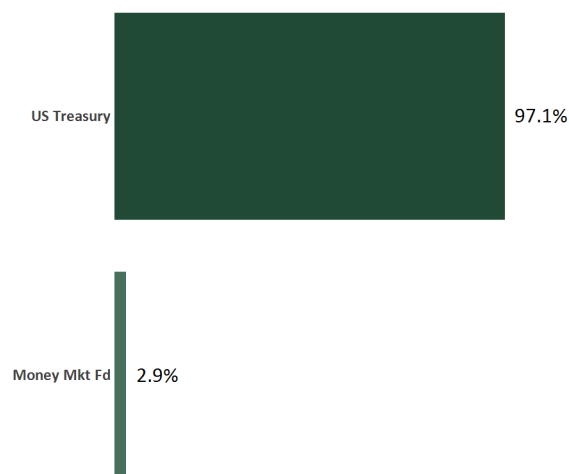
ACCOUNT SUMMARY

	Beg. Values as of 7/31/18	End Values as of 8/31/18
Market Value	662,294	666,421
Accrued Interest	4,021	3,120
Total Market Value	666,316	669,540
Income Earned	2,079	1,518
Cont/WD		0
Par	677,613	679,634
Book Value	663,362	665,781
Cost Value	662,775	664,797

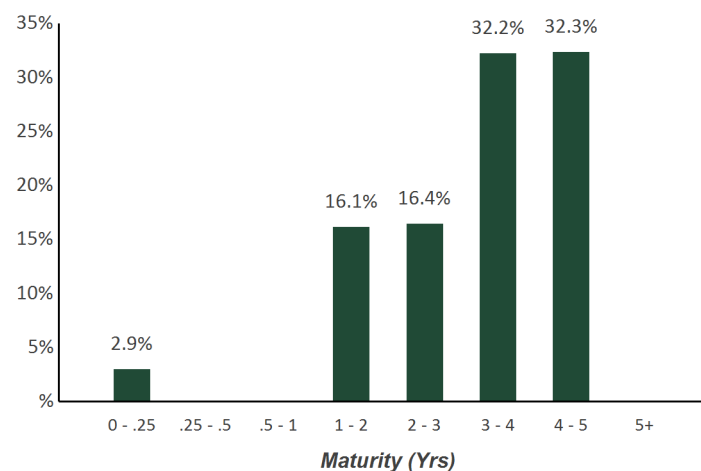
TOP ISSUERS

Government of United States	97.1%
AIM STIT-Treasury Portfolio	2.9%
Total	100.0%

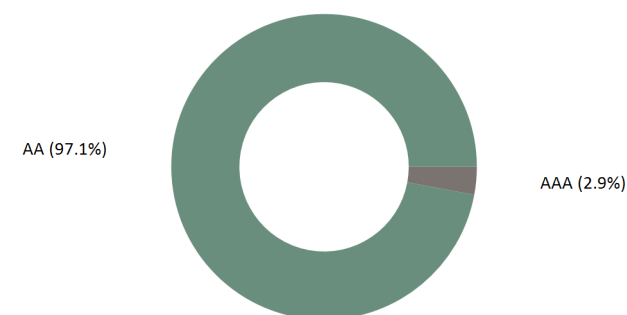
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				6/30/2018
					2YRS	3YRS	5YRS	10YRS	
Brea CFD 2008 2 17 Reserve Fund	0.48%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ICE BAML 3-5 Yr US Treasury/Agency Index	0.58%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$663,361.62
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$2,021.11	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$2,021.11
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$398.54	
		\$398.54
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$665,781.27

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$17,612.50
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$1,993.75	
Dividend Received	\$27.36	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$2,021.11	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$19,633.61

Holdings Report

As of August 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	19,633.61	Various 0.60%	19,633.61 19,633.61	1.00 0.60%	19,633.61 0.00	2.93% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		19,633.61	0.60%	19,633.61 19,633.61	0.60%	19,633.61 0.00	2.93% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UV0	US Treasury Note 1.125% Due 3/31/2020	110,000.00	06/13/2018 2.57%	107,232.81 107,566.05	97.75 2.58%	107,529.29 520.70	16.14% (36.76)	Aaa / AA+ AAA	1.58 1.55
912828A83	US Treasury Note 2.375% Due 12/31/2020	110,000.00	06/28/2018 2.58%	109,467.19 109,504.42	99.37 2.66%	109,303.92 447.25	16.39% (200.50)	Aaa / AA+ AAA	2.34 2.24
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	06/28/2018 2.64%	108,242.58 108,337.18	98.30 2.70%	108,135.17 983.54	16.30% (202.01)	Aaa / AA+ AAA	3.08 2.93
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	06/13/2018 2.79%	105,986.72 106,220.70	96.80 2.71%	106,485.17 5.32	15.91% 264.47	Aaa / AA+ AAA	3.50 3.36
912828L24	US Treasury Note 1.875% Due 8/31/2022	110,000.00	06/13/2018 2.82%	105,887.89 106,098.97	96.77 2.73%	106,450.74 5.70	15.90% 351.77	Aaa / AA+ AAA	4.00 3.82
9128284D9	US Treasury Note 2.5% Due 3/31/2023	110,000.00	06/13/2018 2.84%	108,345.70 108,420.34	98.98 2.74%	108,882.84 1,157.10	16.44% 462.50	Aaa / AA+ AAA	4.58 4.25
Total US Treasury		660,000.00	2.70%	645,162.89 646,147.66	2.69%	646,787.13 3,119.61	97.07% 639.47	Aaa / AA+ AAA	3.18 3.02
TOTAL PORTFOLIO		679,633.61	2.64%	664,796.50 665,781.27	2.63%	666,420.74 3,119.61	100.00% 639.47	Aaa / AA+ AAA	3.09 2.94
TOTAL MARKET VALUE PLUS ACCRUED						669,540.35			

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 10/02/2018

SUBJECT: Budget Adjustments to the Successor Agency to the Brea Redevelopment Agency
Operating Program Budget for Fiscal Year 2017-18

RECOMMENDATION

City Council, as Successor Agency: Adopt resolution to adjust the FY 2017-18 Successor Agency to the Brea Redevelopment Agency Operating Budget.

BACKGROUND/DISCUSSION

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of items previously approved by the City Council during the current fiscal year, or staff recommended budget adjustments for City Council consideration. The recommended adjustments to the Successor Agency to Brea Redevelopment Agency Operating Budget are listed in Exhibit A. These adjustments are separated by funding source and the accounts are identified as either revenue or expenditure accounts.

COMMISSION/COMMITTEE RECOMMENDATION

The attached FY 2017-18 budget adjustments were reviewed by the Finance Committee on September 25, 2018, and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The fiscal impact of Exhibit A to the Successor Agency to the Brea Redevelopment Agency FY 2017-18 Budget is a net increase in expenditures of \$1,734,000.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lee Squire, Financial Services Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution - Successor Agency

RESOLUTION NO. SA 2018-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, AS SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY, AMENDING THE SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY OPERATING BUDGET FOR FISCAL YEAR 2017-18 AS AMENDED

A. RESOLUTION:

The City Council of the City of Brea, as Successor Agency to the Brea Redevelopment Agency, does hereby find, determine and resolve that the Successor Agency to the Brea Redevelopment Agency Operating Budget for Fiscal Year 2017-18, as heretofore amended, be further amended as set forth in Exhibit A, attached. The Successor Agency to the Brea Redevelopment Agency Operating Budget for Fiscal Year 2017-18 originally adopted in Resolution No. SA 2017-08 by the City Council of the City of Brea, as Successor Agency to the Brea Redevelopment Agency.

APPROVED AND ADOPTED this 2nd day of October, 2018.

Glenn Parker, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

October 2, 2018
RESO. SA 2018-06

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, as Successor Agency, held on the 2nd day of October, 2018 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

October 2, 2018
RESO. SA 2018-06

Successor Agency to the Brea Redevelopment Agency

BUDGET ADJUSTMENTS
FY 2017-18

October 2, 2018

<u>Account Number</u>	<u>Program</u>	<u>Current Budget</u>	<u>Revised Budget</u>	<u>Funding Required</u>
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Additional contribution toward the funding of the Downtown Parking Structure which was offset by unanticipated interest received from the 2011 Series A Tax Allocation Bonds proceeds.

PROJECT AREA AB

CAPITAL PROJECTS FUNDS

2011 Series A Tax Allocation Bonds Fund (517)

4753 (EXP)	Contribution to City CIP	5,237,000	5,273,000	36,000
	Fund Total	5,237,000	5,273,000	36,000

Payment to the County of Orange for excess cash not pledged for enforceable obligations.

PROJECT AREA AB

CAPITAL PROJECTS FUNDS

Redevelopment - Permanent Fund (511)

4441 (EXP)	Payment to County	0	288,600	288,600
	Fund Total	0	288,600	288,600

Redevelopment Obligation Retirement Fund (816)

4441 (EXP)	Payment to County	0	1,409,500	1,409,500
	Fund Total	0	1,409,500	1,409,500

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 10/02/2018

SUBJECT: Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending August 31, 2018

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is in accordance with Government Code Section 53607 and contains information on the investment activities for the month of August 2018. Funds received by the Successor Agency are typically spent within three to six months; therefore are not invested long-term. The Successor Agency's Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account until funds are required to meet expenditures needs. Attachment A includes a Portfolio Summary and Holdings Report prepared by Chandler Asset Management for the funds invested on behalf of the Successor Agency. As of August 31, 2018, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$1,131,712.03 in comparison to \$1,129,797.26 at July 31, 2018. The Successor Agency to the Brea Redevelopment Agency has sufficient cash flow to meet its expected expenditures for the next six months.

The Successor Agency also has restricted (fiscal agent) cash and investment accounts related to its various bond reserve accounts which are managed by Chandler Asset Management. Attachment A includes a portfolio report from Chandler Asset Management for each bond reserve account that is invested. As of August 31, 2018, the market value of these funds, including short-term cash and accrued interest was \$1,509,223.51 as compared to \$11,515,389.98 as of July 31, 2018.

FISCAL IMPACT/SUMMARY

During the month of August, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$1,914.77 due to changes in market value. The total value of the restricted cash and investments decreased by \$10,006,166.47 primarily due to debt service payments for the 2013 Tax Allocation Bonds and the 2017 Tax Allocation Refunding Bonds.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Management Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
August 31, 2018

			Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts				
	Citizen's Bank		\$ 1,083,597.80	\$ 1,083,597.80
Local Agency Investment Fund				
	LAIF		\$ 1,127,939.66	\$ 1,131,712.03
<u>Fiscal Agent Cash & Investments</u>				
2003	Tax Allocation Bonds	Chandler/BNY	\$ 897.93	\$ 897.93
2004	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 23,161.15	\$ 23,161.15
2010	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 66,547.13	\$ 66,547.13
2013	Tax Allocation Bonds	Chandler/BNY	\$ 62,474.41	\$ 62,474.41
2016	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,344,214.93	\$ 1,344,214.93
2017	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 11,927.96	\$ 11,927.96
Sub-total - Fiscal Agent Cash & Investments			\$ 1,509,223.51	\$ 1,509,223.51
Grand Total			\$ 3,720,760.97	\$ 3,724,533.34

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
August 31, 2018

Fiscal Agent Cash & Investments Detail	Cost Value	Market Value
2003 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 897.93	\$ 897.93
Sub-total	\$ 897.93	\$ 897.93
2004 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 23,161.15	\$ 23,161.15
Sub-total	\$ 23,161.15	\$ 23,161.15
2010 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 66,547.13	\$ 66,547.13
Sub-total	\$ 66,547.13	\$ 66,547.13
2013 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 62,474.41	\$ 62,474.41
Sub-total	\$ 62,474.41	\$ 62,474.41
2016 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 1,344,214.93	\$ 1,344,214.93
Sub-total	\$ 1,344,214.93	\$ 1,344,214.93
2017 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 11,927.96	\$ 11,927.96
Sub-total	\$ 11,927.96	\$ 11,927.96
Report Grand Total	\$ 1,509,223.51	\$ 1,509,223.51



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	2.02%
Average Purchase YTM	2.02%
Average Market YTM	2.02%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 7/31/18	End Values as of 8/31/18
Market Value	1,127,940	1,127,940
Accrued Interest	1,858	3,772
Total Market Value	1,129,797	1,131,712
Income Earned	2,271	1,915
Cont/WD		0
Par	1,127,940	1,127,940
Book Value	1,127,940	1,127,940
Cost Value	1,127,940	1,127,940

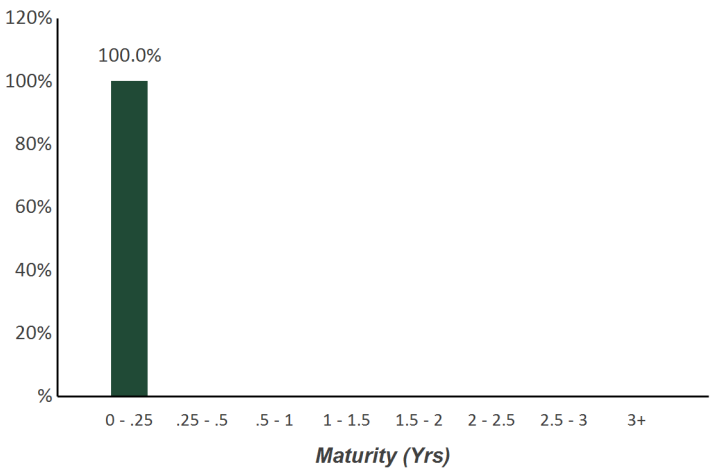
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of August 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	1,127,939.66	Various 2.02%	1,127,939.66 1,127,939.66	1.00 2.02%	1,127,939.66 3,772.37	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		1,127,939.66	2.02%	1,127,939.66 1,127,939.66	2.02%	1,127,939.66 3,772.37	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		1,127,939.66	2.02%	1,127,939.66 1,127,939.66	2.02%	1,127,939.66 3,772.37	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						1,131,712.03			