



# FINANCE COMMITTEE AGENDA

**Tuesday, May 29, 2018**

**8:30 AM**

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

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**MEMBERS:** Council Member Cecilia Hupp and Council Member Marty Simonoff  
**ALTERNATE:** Mayor Glenn Parker

Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic and Cultural Center at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

## CALL TO ORDER / ROLL CALL

1. Matters from the Audience

## CONSENT

2. Approval of Minutes of May 8, 2018 Special Meeting

### **Attachments**

Minutes

3. Agreement with Brea Towing Service, LLC to Provide Police Towing Services

### **Attachments**

Agreement with Brea Towing, LLC

Agreement with Brea Towing, LLC-Exhibit A, Towing Policy

4. Approve Professional Services Agreement (PSA) with Hace Inc. for the 2017-18 CDBG Project - Brea Senior Center Kitchen Improvements (CIP 7944)

### **Attachments**

Request for Proposals

Hace Inc Proposal

Handian Corp Proposal

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

## Agreement

5. Amendment No. 2 to Cooperative Agreement Between the City of Brea and Caltrans for the SR 57/Lambert Road Interchange Project, Project 7251

### **Attachments**

Cooperative Agreement Amendment No. 2

6. Upgrade of Existing Internet Service

### **Attachments**

Quote

Pricing Schedule

Agreement

## DISCUSSION

7. Fiscal Year 2018-19 Refuse Rates - Informational (Faith Madrazo)

### **Attachments**

Refuse Rate Memo

8. Schedule Next Meeting: June 12, 2018

cc: Mayor Pro Tem Christine Marick  
Council Member Steven Vargas

### **Special Accommodations**

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

City of Brea

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**FINANCE COMMITTEE COMMUNICATION**

**FROM:** Bill Gallardo

**DATE:** 05/29/2018

**SUBJECT:** Approval of Minutes of May 8, 2018 Special Meeting

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**Attachments**

Minutes

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# FINANCE COMMITTEE MINUTES

**Tuesday, May 8, 2018**

**8:30 AM**

Executive Conference Room, Level Three

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

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## CALL TO ORDER / ROLL CALL

ATTENDEES: Council Member Cecilia Hupp, Council Member Marty Simonoff, Chris Emeterio, Tony Olmos, Cindy Russell, Ron Krause, Faith Madrazo, Alicia Brenner and Brian Ingallinera.

1. Matters from the Audience - *None*

## CONSENT

2. Approval of Minutes of April 24, 2018 Special Meeting – *Approved.*
3. Amendment to Professional Services Agreement with Fuscoe Engineering, Inc., for Support Services Related to Compliance with Water Quality Regulations – *Recommended for City Council approval.*

## DISCUSSION

4. Schedule Next Meeting: May 29, 2018

Meeting adjourned: 8:35 AM

cc: Mayor Glenn Parker  
Mayor Pro Tem Christine Marick  
Council Member Steven Vargas

**City of Brea**

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**FINANCE COMMITTEE COMMUNICATION**

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**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 05/29/2018

**SUBJECT:** Agreement with Brea Towing Service, LLC to Provide Police Towing Services

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**RECOMMENDATION**

Approve Agreement with Brea Towing, LLC to provide official police towing services.

**BACKGROUND/DISCUSSION**

During the course of its daily operations, the Police Department routinely requires the services of a towing company. Towing needs include the storage or impoundment of vehicles after an arrest, securing vehicles or contents thereof as criminal evidence, removal of disabled vehicles from the scene of a traffic collision, and towing of police vehicles experiencing mechanical failures.

Due to legal implications and processes, the reliability and professionalism of a company which provides police towing services is of paramount importance. Over the years, the Brea Police Department has utilized the services of several companies at various times, and continually evaluates the quality and reliability of each company which provides those services. For many years now, the department has exclusively utilized Brea Towing Service, LLC (Brea Towing) to provide police towing services. Brea Towing has consistently provided exceptional service, from initial response and tow to secure storage at their facility in Brea.

Over the past year, the police department has conducted internal auditing of agreements with various providers of professional services. During that process, it was noted that no contractual agreement with Brea Towing had ever been enacted. It appears that no contractual agreement has ever been enacted with any previous towing service providers. A Tow Policy and Franchise Fee Resolution have been in place for many years, however, have been regulating service provision expectations and franchise fee payments. Brea Towing's track record of service was continually evaluated by the department, and every four years, Brea Towing received written notification that the business relationship with the City will continue for another four years. In order to ensure the City is properly indemnified by its towing service provider, and to formalize the relationship between the City and the provider, the department worked with the City Attorney to draft an Agreement with Brea Towing (or any future towing service provider).

The Agreement carries a four-year term. The Towing Provider may request a two-year extension within ninety (90) days of the end of the four-year term. An extension may be granted solely and optionally at the discretion of the City. Further, the Agreement requires the provider to comply with the City's Tow Policy, and sets forth requirements in other areas,

such as training and driver conduct, compliance with certain state regulations and licensing requirements, and response times, among other specifications. The Agreement also sets forth indemnification and insurance requirements, and includes a sixty (60) days-notice termination clause.

As part of this process, the department and City Attorney also undertook a thorough review of the Tow Policy (Agreement Exhibit A) and made changes to reflect the current needs of the department and further clarify requirements and expectations of a tow provider. Among these changes are driver and equipment requirements, clarification of fee rates paid by vehicle owners and the City, specific response time expectations, and hours of business office operation.

### **SUMMARY/FISCAL IMPACT**

The Tow Policy requires that rates charged by the provider shall not exceed rates approved by the local office of the California Highway Patrol. These are the rates upon which charges

Tow:	\$210.00	to the City as well as vehicle
Storage:	\$60.00	owners are based. Currently,
Gate Fee:	\$105.00 (after hours)	those rates are:

The City incurs costs for towing and daily storage for any vehicles impounded for evidence. Brea Towing currently charges the City 50% of charges incurred for initial towing and the first thirty (30) days of vehicle storage. Under the proposed Agreement and Tow Policy, the Towing Provider will still charge 50% of the initial tow service fee. However, storage rates have been modified. The Police Department sought to reduce costs associated with evidence storage of vehicles. A sliding scale of storage fees was developed to allow the department to limit costs by quickly processing evidence and releasing vehicles within the first five days, as well as to address longer-term storage costs. Generally, evidence storage costs will be reduced by up to 25% for shorter term storage, which account for the majority of vehicle evidence storage needs. Long-term storage costs will also see a slight reduction. The annualized fiscal impact of the proposed Agreement and Tow Policy in dollars is difficult to calculate since the costs are incident driven. Yearly expenditures fluctuate based on the number of incidents requiring the impoundment of vehicles and the length of impoundment necessary for investigative purposes. For example, the department budgeted \$6,000 for impound costs in FY17-18, yet had expended nearly \$10,000 in the first nine months of the fiscal year. Under the revised Tow Policy the City would have saved approximately \$1,000-\$2,000. For FY18-19, the department has proposed a budget amount of \$8,000 for costs related to towing services.

### **RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: John Burks, Police Captain

Concurrence: John Conklin, Chief of Police

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### **Attachments**

Agreement with Brea Towing, LLC

Agreement with Brea Towing, LLC-Exhibit A, Towing Policy

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**AGREEMENT BETWEEN THE CITY OF BREA AND  
BREA TOWING SERVICE, LLC TO PROVIDE  
OFFICIAL POLICE TOW SERVICES**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 201\_ between the City of Brea, a municipal corporation, by and through the Brea Police Department ("CITY") and Brea Towing Service, LLC ("TOWING COMPANY"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. SERVICES** The CITY hereby retains TOWING COMPANY to provide timely and professional towing and storage services for vehicles, in accordance with the provisions of this Agreement, when a representative of the Brea Police Department or other authorized CITY representative requests towing services.

**2. NON-EXCLUSIVE FRANCHISE TO PROVIDE OFFICIAL POLICE TOW SERVICES.**

Section 5.240.030 of the Brea City Code requires every towing company performing official services to possess a franchise granted by the CITY pursuant to Chapter 5.240 of said Code. In furtherance thereof, this Agreement shall serve as the required franchise unless and until its termination or expiration. As a franchisee, TOWING COMPANY shall serve as an Official Police Tow Service Provider for the CITY. Depending on the TOWING COMPANY's ranking on the CITY's tow rotation list, TOWING COMPANY shall have the right during the term of this Agreement to receive calls from the CITY to provide towing and storage services for vehicles which are involved in accidents, are disabled, abandoned or impounded for evidence, are impeding the flow of traffic or are otherwise subject to being towed and stored at the direction of the CITY. TOWING COMPANY's priority on CITY's tow rotation list shall be established pursuant to CITY's Policy and Specifications Applicable to Official Vehicle Towing and Storage Service Providers ("Tow Policy" hereinafter), attached hereto as Exhibit "A". The Tow Policy may be modified by the CITY following not less than thirty (30) days prior, written notice to TOWING COMPANY, and thereafter this Agreement shall be deemed modified by replacing the previous Tow Policy with the amended Tow Policy. The amended Tow Policy shall replace the previous Tow Policy as Exhibit "A" hereto.

**3. TERM**

Unless sooner terminated as provided herein, the term of this Agreement is four (4) years. Prior to the expiration of the foregoing term, and provided the TOWING COMPANY is not then in breach of this Agreement, the CITY's authorized representative may twice extend this Agreement for an additional two (2) years on the same terms and conditions.

**4. ABILITY TO PERFORM**

The TOWING COMPANY shall at all times have sufficient towing equipment and storage yard capacity, as required by the Tow Policy and/or the Towing Ordinance, to perform the obligations set forth in this Agreement. The storage yard shall be in full compliance with any applicable zoning and building requirements. The TOWING COMPANY shall, at all times, possess a valid CITY Business License.

## **5. TRAINING/ABILITY – QUALIFICATIONS**

A. The TOWING COMPANY's drivers and other personnel (collectively "employees") must be sufficiently trained and shall provide safe and proper service.

B. All drivers shall possess the proper class of driver's license required to perform their duties according to Section 12520(a) of the California Vehicle Code. The TOWING COMPANY's owner(s)/operators shall participate in the Employer Pull Notice Agreement through the Department of Motor Vehicles. The TOWING COMPANY is required to notify the Brea Police Department ("Department") Traffic Unit Supervisor of any Pull Notices received about any of its drivers.

C. The TOWING COMPANY's drivers shall present a neat, clean and professional appearance. Drivers shall at all times wear uniform type pants and shirt as described in the Tow Policy, and shall otherwise conduct themselves as required by the Tow Policy.

D. Should any TOWING COMPANY employee appear at the scene of a tow call with the odor of alcohol, such employee shall submit to a preliminary alcohol-screening test upon demand by a Brea Police Officer.

## **6. COMPLIANCE WITH TOW POLICY**

The TOWING COMPANY and each and every employee thereof shall, at all times when providing services pursuant to this Agreement, comply fully with all provisions of the Tow Policy. Any failure to comply with the Tow Policy shall constitute a breach of this Agreement and grounds for suspension or revocation of this franchise, and/or reduction in position of priority on the CITY's tow rotation list.

## **7. COMPLIANCE WITH TOWING ORDINANCE**

The TOWING COMPANY and each and every employee thereof shall, at all times when providing services pursuant to this Agreement, comply fully with all provisions of the CITY Towing Ordinance, Chapter 5.240 of the Brea City Code, as the same may be amended from time to time. Any failure to comply with the CITY Towing Ordinance shall constitute a breach of this Agreement and grounds for suspension or revocation of this franchise,



imposition of liquidated damages, and/or reduction in ranking on, or removal from, the CITY's tow rotation list.

#### **8. RESPONSE TIMES**

The TOWING COMPANY shall respond to Brea Police Department calls twenty-four (24) hours a day, seven days a week, including holidays, with maximum response times as set forth in the Tow Policy.

#### **9. FRANCHISE FEE**

The franchise fee payable to the City by the TOWING COMPANY as required by the CITY Towing Ordinance shall be in such amount as established by resolution of the Brea City Council, and as may be amended from time to time following notice to the TOWING COMPANY.

#### **10. SIGNS AND ADVERTISING**

The TOWING COMPANY shall not display any signs or advertising material which indicates that his/her business is an official towing service or police storage facility of the CITY without the express written permission from the Chief of Police.

#### **11. INDEMNITY**

The TOWING COMPANY shall be bound by the indemnification provisions set forth in Section 5.240.150 of the Brea City Code.

#### **12. INSURANCE**

Without limiting the TOWING COMPANY's indemnification of the CITY as provided in this Agreement, the TOWING COMPANY shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, insurance coverage as set forth in the Tow Policy and the Towing Ordinance.

### **13. RISK**

The TOWING COMPANY shall be responsible for damage to or theft of the vehicles and other property towed and stored by the TOWING COMPANY, its employees or agents. Any and all claims, demands or liability arising out of or encountered in connection with this Agreement shall be borne by the TOWING COMPANY.

### **14. TERMINATION**

A. The CITY may terminate this Agreement, for any reason or no reason, on sixty (60) days written notice to the TOWING COMPANY. Prior to the effective date of termination, the TOWING COMPANY shall continue to fulfill all of its obligations under this Agreement. If the Agreement is terminated by the CITY, and provided TOWING COMPANY is not then in breach, the TOWING COMPANY shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the TOWING COMPANY shall have no other claim against the CITY by reason of such termination. Notwithstanding the foregoing, the CITY may immediately suspend this Agreement, pending further action, when determined by the Chief of Police to be necessary in order to more fully protect the public health and safety.

B. The TOWING COMPANY may terminate this Agreement only for a material breach and if the City fails to cure the breach within sixty (60) days following written notice from the TOWING COMPANY.

### **15. GENERAL PROVISIONS**

#### **A. Independent Contractor**

At all times during the term of this Agreement, the TOWING COMPANY shall be an independent contractor and shall not be an employee of the CITY. The CITY shall have the right to control the TOWING COMPANY only insofar as the results of the TOWING COMPANY's services rendered pursuant to this Agreement; however, the CITY shall not have the right to control the means by which the TOWING COMPANY accomplishes services rendered pursuant to this Agreement.

#### **B. Required Licenses and Permits**

The TOWING COMPANY represents and warrants to the CITY that the TOWING COMPANY has all licenses, permits, qualifications and approvals that are legally required for the TOWING COMPANY to perform the services required under this Agreement pursuant to Vehicle Code Section 12804.9. The TOWING COMPANY represents and warrants to the CITY that the TOWING COMPANY

shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for the TOWING COMPANY to perform the services.

C. No Agency

Except as the CITY may specify in writing, the TOWING COMPANY shall have no authority, express or implied, to act on behalf of the CITY as an agent in any capacity whatsoever. The TOWING COMPANY shall have no authority, express or implied, pursuant to this Agreement, to bind the CITY to any obligation.

D. Assignment

The TOWING COMPANY shall not assign any right or obligation pursuant to this Agreement without the prior written consent of the City Council. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect and constitute a default under this Agreement. The sale or transfer of controlling interest in a company shall constitute an assignment within the meaning of this Agreement.

E. Standard of Performance

The TOWING COMPANY shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent towing company providing the kinds of services in which the TOWING COMPANY is engaged in the geographical area in which the TOWING COMPANY is operating.

F. No Employee Financial Interest

No employee of the CITY shall have any direct or indirect financial interest in the TOWING COMPANY.

G. Compliance with all Laws and Regulations

The TOWING COMPANY shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The TOWING COMPANY shall at all times observe and comply with all such ordinances, laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the TOWING COMPANY to comply with this section.

H. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii)

mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To CITY:      City of Brea  
                    Police Department  
                    1 Civic Center Circle  
                    Brea, CA 92821  
                    Attention: Chief of Police

To TOWING COMPANY:  
                    Brea Towing Service, LLC  
                    509 W. Lambert Road  
                    Brea, CA 92821

I.      Time of Essence

In the performance of this Agreement, time is of the essence.

J.      Authority to Execute

The persons executing this Agreement on behalf of the TOWING COMPANY warrants and represents that he or she has the authority to execute this Agreement on behalf of the TOWING COMPANY and has the authority to bind the TOWING COMPANY to the performance of its obligations hereunder.

K.      Integrated Agreement

This Agreement and Exhibit "A" (Tow Policy) hereto constitute the entire agreement between the parties with respect to the subject matter herein. No representation or promise not expressly set forth herein shall be binding or have any force or effect. In the event of any conflict between this document, the Tow Policy, or the Towing Ordinance, the provisions of the Towing Ordinance, then the Tow policy, shall govern.

L.      Governing Law and Venue

The provisions of this Agreement shall be governed by the laws of the State of California. Venue for any legal action shall be the Superior Court of the County of Orange, California.

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

**CITY OF BREA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
TOWING COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[Two corporate officers are required to sign this Agreement.]**

## **POLICY AND SPECIFICATIONS APPLICABLE TO OFFICIAL VEHICLE TOWING AND STORAGE SERVICE PROVIDERS**

The following rules, guidelines, specifications and standards shall constitute the City of Brea's official policy ("Policy" hereinafter) governing providers of vehicle towing and storage services initiated by the Brea Police Department:

### **1. Prioritized list of official towing and storage service providers established.**

A. The City of Brea, by and through the Brea Police Department, hereby establishes a priority system governing the City-initiated dispatch of approved official towing and storage service providers ("Official Provider(s)" hereinafter.)

B. Based upon the level of existing need and necessity as to the maximum number of Official Providers, as heretofore determined by the City, such priority system shall be based upon a list of Official Providers, with the first Official Provider (i.e., ranked No. 1) receiving all calls for service initiated by the Brea Police Department. In the event the No. 1 Official Provider is unable to respond within the approved response time, the second Official Provider (i.e., ranked No. 2) shall be given the call. In the event the No. 2 Official Provider is also unable to respond within the approved response time, then the third Official Provider (i.e., ranked No. 3) shall be given the call. Each Official Provider shall occupy the rank assigned unless and until re-ranked (up or down), suspended, or removed from the priority list, as provided herein.

C. In accordance with Section 8 hereof, any Official Provider failing to comply with any provision of these specifications, following notice and an opportunity for a hearing, may be re-ranked, suspended, or removed from the priority list, depending upon the severity of the violation. In such instance, the second ranked Official Provider shall move to the No. 1 position, and the third ranked Official Provider shall move to the No. 2 position, and so forth, provided all requirements of this Policy are satisfied.

### **2. General Requirements**

In order to be eligible to be placed on the priority list as an Official Provider, each towing and storage company must comply with all applicable requirements of this Policy, including this Section 2.

#### **A. Location**

1. Each Official Provider ranked No. 1 must maintain a place of business and storage yard within one (1) mile of the Brea City limits. For purposes of this Section 2, each place of business must serve as the primary point of dispatch for all tow trucks providing service to the City of Brea.

2. Any other Official Provider may maintain a place of business and storage yard at any location outside of the City of Brea, not to exceed five (5) miles from

the City limits, provided the response time requirements set forth herein are satisfied.

3. Each Official Provider shall have a current City of Brea business license.

4. Each Official Provider shall provide towing and storage service on a twenty-four (24) hours per day, seven (7) days per week basis. In the event an Official Provider is unable, or anticipates that it will be unable, to provide such service, the Official Provider shall immediately notify the Brea Police Department and shall further state the anticipated duration of the interruption of service. During any such interruption of service, the next in rank Official Provider shall occupy the ranking of the Official Provider currently unable to provide service. Any Official Provider whose service is interrupted for forty-eight (48) or more consecutive hours shall be subject to suspension or removal from the list of Official Providers.

#### B. Response Times

Each Official Provider dispatched pursuant to a request of the Brea Police Department shall arrive at the designated location with fifteen (15) minutes during the hours of 6:00 a.m. to 10:00 p.m., seven (7) days per week, and within twenty (20) minutes during the hours of 10:00 p.m. to 6:00 a.m., seven (7) days per week. Maximum response times for tows of large truck, tractors, trailers, buses, and similar large vehicles, shall be as set forth in Section 4.A of this Policy. Any Official Provider which is unable to comply with these response times, or anticipates such inability, shall immediately advise the Brea Police Department or other requesting City Department at the time the request for services is made. An Official Provider that fails to comply with these response times on three (3) or more occasions during any three (3) month period shall be subject to re-ranking, suspension or removal from the list of Official Providers.

Each Official Provider shall maintain written records establishing the time of any receipt of request for service from the Brea Police Department and the time of arrival at the requested location by the tow truck. Such records shall be made available for inspection by the Chief of Police, or designee thereof during the normal business hours.

#### C. General

1. No Official Provider shall advertise or in any way publicize any official or other connection with the City of Brea, nor shall any Official Provider advertise any address or telephone number of the City of Brea as a location to contact for vehicle towing and storage service.

2. Each Official Provider shall at all times comply with all local, state and federal regulations, laws and statutes pertaining to the towing and storage of vehicles,

including, but not limited to, California Vehicle Code Sections 24605, 25253, 25300, 27700, and 27907, as the same may be amended from time to time.

3. Official Provider shall be available to provide towing and roadside assistance services for City of Brea vehicles. Provider may charge the City for those services at the following rate: Free of charge within a 7 mile radius of the Brea Civic and Cultural Center, \$5.00 per mile thereafter (one-way).

#### **D. Insurance Requirements**

Each Official Provider, prior to rendering any services to, or on behalf of the City of Brea, shall procure, and provide evidence of having so procured, the policies of insurance specified in Attachment "A" hereto. Such policies of insurance shall be maintained in full force and effect so long as any towing and storage service provider shall serve as an Official Provider to the City of Brea, and current certificates of insurance shall be filed with the City at all times

E. Any of the provisions of this Policy may be waived by the Chief of Police, upon the concurrence of the City Manager, where deemed necessary in order to protect the public health, safety or welfare from any threat of harm or risk of injury.

### **3. Application Requirements**

A. No towing and storage service company may serve as an Official Provider without filing and having approved an application therefor, as provided in this Policy. Each vehicle towing and storage service company desiring to become an Official Provider shall file an application with the Chief of Police, which application shall, among other things, set forth a list of all of the operating locations which will be utilized to serve calls from the City of Brea, including any back-up locations for the applicant's normal operating locations. The list shall describe each storage yard and shall specify the equipment and personnel stationed at each location, including a description of each tow truck it operates from each particular location, together with the State motor vehicle license number of each tow truck, a recent photograph of each tow truck, and a description of the two-way communications equipment in each tow truck. Any additions to or deletions from the tow truck fleet at any such location shall be forthwith reported to the Brea Police Department in writing, with similar descriptions and information. Any change in operating locations used to service calls from the City of Brea shall be reported in writing at least thirty (30) days prior to such change. Each applicant shall provide a list of telephone numbers to be called in order of priority, and forthwith upon any prospective change in said telephone numbers or in the priority thereof shall notify the Brea Police Department in writing with the effective date of the change.

B. Each applicant shall provide a schedule of rates proposed to be charged for the towing and storage of vehicles as an Official Provider. Rates will not exceed rates approved by the Santa Ana Area office of the California Highway Patrol. An Official Provider shall notify the



Brea Police Department of any change in this schedule at least thirty (30) calendar days in advance of the date the change is to become effective. Each Official Provider agrees that the rates so on file with the Brea Police Department shall constitute the maximum rates to be charged for the towing and storage of vehicles until the expiration of thirty (30) calendar days following the notification of any change in the schedule of rates as above provided, after which the changed schedule shall reflect the maximum rates until at least sixty (60) calendar days after a subsequent notification.

C. Each applicant shall provide the following information with respect to any person having any ten percent (10%) or greater ownership interest, any person having managerial responsibilities, and any person who will drive a tow truck or supervise a storage lot as part of services rendered as an Official Provider:

1. Full name, birthdate, and residential address;
2. California drivers license number;
3. Date and nature of any and all felony convictions, and any and all misdemeanor convictions occurring in connection with employment as a tow service employee, or in the rendering of services to the public, occurring within the previous ten (10) years;
4. The name of any and all other public entities to which the applicant has provided regular vehicle towing and/or storage services within the previous ten (10) years;
5. Whether or not the Applicant, or any owner of a ten percent (10%) or greater interest has ever had a permit or license to provide vehicle towing and/or storage services revoked, including the date and circumstances of any such revocations;
6. Whether or not any proposed driver has had a driver's license revoked within the previous ten (10) years, including the date, location, and circumstances surrounding any such revocation;
7. Full, true and correct copies of any and all licenses, certifications, or other approvals required by any county, state, or federal statutes, rules or regulations, in order to provide vehicle towing and/or storage services to the City of Brea.

D. Upon receipt of an application deemed to be complete, the Chief of Police may approve the application, or in his/her discretion, schedule a hearing to be conducted where circumstances so require. In the event a hearing is scheduled, it shall be conducted on an informal basis before the City Manager who shall consider whether or not the facts stated in the application are true and correct, and whether or not all requirements of this Policy have been satisfied.

Provided the Chief of Police, or the City Manager following a hearing, determines that all requirements of this Policy are satisfied by the applicant, the applicant shall be notified that it has been conditionally approved as an Official Provider, which approval shall remain conditional

until all facts stated in the application have been verified to the satisfaction of the Chief of Police. Upon verification, the conditionally approved Official Provider shall then be advised that the facts have been verified and that the Official Provider's status as an "official provider" shall remain in effect on an ongoing basis unless and until suspended or removed from the priority list as provided herein or until it is determined that there is insufficient need and necessity, or as otherwise provided by law. Upon receiving such approval, each Official Provider shall be advised of its position on the priority list. Unless otherwise advised in writing, a newly-approved Official Provider shall assume the lowest ranking on the priority list.

#### **4. Tow Truck Requirements**

A. Each tow truck and equipment contained therein shall be capable of providing emergency towing service for a passenger vehicle, small truck, trailer, or other similar equipment. Each Official Provider shall also own or have ready access to a sufficiently large tow truck and towing equipment adequate to handle large trucks, trailers, buses, tractors, or other similar heavy vehicles. The Official Provider may satisfy the foregoing requirements by having a sufficiently sized tow truck available for immediate use and capable of providing a response time to the required location of not less than 40 minutes from the time of notification by Brea Police Department of the type and approximate size of the vehicle required to be towed. Inspection of the vehicle to be towed by an employee or agent of the Official Provider prior to dispatching the larger tow vehicle is not acceptable.

B. Each tow truck must pass an initial and annual inspection of its mechanical condition and safety features and equipment and provide satisfactory written evidence thereof prior to being used for emergency towing service and annually thereafter. An official, annual inspection completed by the California Highway Patrol shall satisfy this requirement upon submittal of a completed, approved CHP234B form. Periodic inspections may be required thereafter as determined necessary by the Brea Police Department to insure the vehicle's continued good condition.

C. Each tow truck shall be maintained in good working order and in clean condition.

D. Each tow truck shall be equipped with a two-way business radio or other communications equipment acceptable to the Chief of Police. All dispatching of tow trucks shall be done by a radio dispatcher at the Official Provider's place of business or storage facility. Citizen's Band radios and cellular telephones are not acceptable.

E. Each tow truck shall be equipped with a cable winch of sufficient size and capacity to retrieve vehicles which have gone over embankments or off roadways into inundated areas of other inaccessible locations. At least one tow truck shall be equipped with at least two hundred and fifty (250) feet of one-half (1/2) inch cable.

F. Each tow truck shall carry equipment for use in the unlocking of locked vehicles.

G. Excepting only large capacity tow trucks utilized as required by Section 4.A, above, every tow truck utilized by an Official Provider shall bear a conspicuous logo or other marking clearly identifying the tow truck with the name of the Official Provider.

## **5. Storage Yard Requirements**

A. Each vehicle storage lot shall be properly fenced with a material acceptable to the Chief of Police, and such fence shall be at least six (6) feet in height. Said vehicle storage lot need not be located on the same property as the headquarters of the towing and storage service company; however, as to first call companies, it shall be situated within one mile of the corporate limits of the City of Brea, and in compliance with all zoning requirements. All other storage yards shall be located within five (5) miles of the corporate limits of the City of Brea.

B. Each vehicle storage lot shall be equipped to provide adequate lighting during the hours of darkness and with ample facilities for locking or otherwise securing said storage lot.

C. A building for the storage and impoundment of vehicles requiring special investigation (i.e., fingerprinting, photographing, searching, etc.) shall be provided at one or more of the storage lots operated by each Official Provider, and at no cost to the City of Brea. Said building shall be capable of being secured in a manner acceptable to the Brea Police Department. Vehicles impounded in said building shall not be moved, relocated, or touched by personnel of an Official Provider or any persons other than authorized employees or officials of the Brea Police Department, without the written approval of the Brea Police Department. For any vehicle impounded as evidence, the City shall pay 50% of the towing service rate. Storage fees for vehicles stored as evidence shall be the following:

- Storage per day for days one through five – 25% of current daily storage rate
- Storage per day for days six through thirty – 50% of current daily storage rate
- Storage per day for greater than thirty days – 8.5% of current daily storage rate

D. Official Providers shall not perform work, or contract to perform work, on a vehicle impounded or stored at the direction of the Brea Police Department until such vehicle has been released by the Brea Police Department.

E. It is the responsibility of each Official Provider to protect all vehicles, vehicle parts and/or accessories to vehicles stored pursuant to a request of the Brea Police Department, until such time as any vehicle has been released or disposed of in accordance with law. Vehicle parts and/or attached accessories may be removed for safe keeping by employees of an Official Provider from vehicles which have not been stored for evidentiary purposes provided a written record of such removal and safe keeping has been prepared, the Official Provider has in place a procedure whereby the owner of such parts or accessories is notified of the removal, such parts or accessories are stored in a safe and secure location pending release, and further provided that any part or accessory so removed is reinstalled and the vehicle is restored to its original condition at no cost to the owner unless the owner directs otherwise. Any delay in the release of a vehicle

necessitated by the reinstallation of any removed parts or accessories shall not be charged to the owner of the vehicle.

F. It is the responsibility of each Official Provider to safe-guard all personal property in stored or impounded vehicles. Each Official Provider shall maintain a written record of the identity of all persons who have entered a stored or impounded vehicle for purposes of accessing personal property. A written description of any property taken shall also be maintained. No Official Provider shall permit access to any vehicle which has been impounded for evidentiary purposes by anyone other than police personnel, unless otherwise authorized in writing by the Brea Police Department. No Official Provider shall permit access to any other stored vehicle to any person other than the vehicle's registered owner, or representative thereof possessing written authorization, or to a legal owner, or as otherwise may be permitted by law. No employee of an Official Provider shall access any locked area of a stored vehicle, including, but not limited, any glove box or trunk, except as authorized by law, by Brea Police Department personnel, or the registered owner of such vehicle.

G. Each Official Provider shall maintain full and complete records of any and all vehicles stored or impounded in its capacity as an Official Provider. Among other things, such records shall include, but shall not be limited to, the exact time and date that the vehicle was received at the storage yard. Each Official Provider shall, to the extent not done by police personnel, complete a vehicle inventory form listing, among other things, any and all personal property and accessories contained within, or attached to, the vehicle, exclusive of locked areas. Said records shall be available for inspection by Brea Police Department representatives during normal business hours. At the end of each month, each Official Provider shall provide a physical or electronic report to Brea Police Department listing each and every vehicle impounded and/or stored during such month, and the status of each such vehicle. Vehicle status includes all vehicles released, vehicles currently impounded and/or stored, and vehicles being held as evidence.

H. Towing charges shall not commence until the tow truck arrives at the assigned location, and shall terminate at the time the towed vehicle arrives at the storage facility. Storage charges shall not commence until a towed vehicle arrives at the storage facility. Storage charges imposed shall be in conformance with state law and with this Policy. However, when the release of a stored or impounded vehicle is authorized by the Brea Police Department and the registered owner or authorized representative of the vehicle owner presents such written authorization to an Official Provider within two (2) hours of the arrival of such vehicle at the storage yard, no storage fee shall be imposed.

I. Stored and impounded vehicles shall be available for release Monday through Friday, 8:00 AM – 6:00 PM, excepting days which fall upon official holidays of the City of Brea, or as otherwise provided by state law. Official City of Brea holidays are: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Any Official Provider may make vehicles available for release on any days additional to the foregoing designated days.

J. No vehicles stored or impounded by the Brea Police Department may be released without a written vehicle release form issued by the Police Department. Pursuant to applicable provisions of state law, payment of property storage fees may be made in cash or by major credit card. An Official Provider must accept these forms of payment, but is not prohibited from accepting other forms of payment.

## **6. Driver and Attendant Requirements**

The full name, date of birth, and driver's license number of each person employed by an Official Provider who will drive a tow truck or supervise any vehicle storage facility on behalf of an Official Provider shall be provided to the Brea Police Department. In addition, proof shall be provided that all drivers are enrolled in the following:

- Drug/Alcohol quarterly testing per DOT requirements
- DMV Pull notice program
- LiveScan background check with arrest notifications

Each Official Provider shall immediately notify the Brea Police Department of any pull notices on any tow driver. All drivers shall comply with the following requirements:

A. Each driver shall have a California driver's license issued pursuant to California Vehicle Code Section 12804, together with any and all other licenses necessary to drive a tow truck on behalf of an Official Provider.

B. Have sufficient ability to speak, read and write English so as to enable basic communications between such person and any English speaking member of the public.

C. Wear a distinctive uniform while on duty, which shall be marked in such a manner as to clearly identify the Official Provider's official name, and the employee's' name.

D. Be free of any felony convictions for the previous ten (10) years, and/or any misdemeanor convictions for the previous ten (10) years which involve the rendering of services to the public including, but not limited to, crimes involving theft, dishonesty and/or fraud. With respect to drivers, such persons must not have been convicted of drunk driving (DUI), driving under the influence of drugs, reckless driving, possession of or being under the influence of narcotics, or violation of any law of any state which would constitute drunk driving, driving under the influence of drugs, reckless driving, or possession of or being under the influence of narcotics, under California law, during the previous five (5) years.

E. Abstain from consuming or possessing alcoholic beverages while on duty.

F. Abstain from unlawfully using or possessing narcotics or dangerous drugs at any time.

G. Be sufficiently skilled so as to competently provide towing services, including, but not limited to, having the ability to enter a locked vehicle as required by an authorized Brea Police Department representative, as is customary and usual in the towing business.

H. Comply at all times with the provisions of this Policy, including but not limited to, public relations requirements set forth in Section 7 hereof.

It shall be a violation of this Policy for any employee of an Official Provider to perform any services for the City of Brea, prior to satisfactory evidence being provided to the Chief of Police, that such employee is in full compliance with subsections A, B, D, and G of this Section 6. Not less than every twelve (12) months, each Official Provider shall provide satisfactory, written evidence to the Chief of Police that each and every driver employed by the Official Provider, is currently in compliance with subsections A, B, D, and G of this Section 6.

## **7. Public Relations Requirements**

### **A. Written Policy Required**

It shall be the responsibility of each Official Provider to establish a written policy to guide the conduct of all employees and officers of the Official Provider in dealing with members of the public. Such policy shall require, among other things, that each employee or officer dealing with the public be courteous at all times, avoid the use of vulgar or profane language and otherwise be as accommodating to the public as possible. Each employee and officer having contact with the public shall provide accurate information concerning the means by which a vehicle may be released, and no employee or officer shall in any manner mislead, provide incomplete information, or otherwise act in any manner which would tend to delay the release of a vehicle or the accrual of additional charges of any nature. A copy of the policy required to be adopted hereby shall be filed with the Brea Police Department and shall be provided to each employee or officer of an Official Provider having contact with the public, and a copy of the policy shall be available upon request to any member of the public.

### **B. Complaint Procedure Required**

It shall be the further responsibility of each Official Provider to establish and maintain a written citizen complaint procedure which shall include a process by which the Official Provider shall promptly review any written complaints received from any member of the public concerning services provided by the Official Provider, including complaints pertaining to the actions of any employee or officer thereof. An easily readable sign containing letters no less than one-half inch high shall be posted in a conspicuous location in the immediate area where storage/towing payments are received from members of the public stating words to the effect that any person

may file a written complaint concerning any towing or storage charge or actions of any employee with respect to vehicle towing or storage services. It shall be the responsibility of the Official Provider to investigate any and all written complaints received and to provide a written response to the person filing the complaint, within thirty (30) days of receipt thereof. Copies of all complaints and the written responses thereto shall be maintained by each Official Provider for no less than one (1) year following the date of complaint. Records of complaints and responses thereto shall be available for review by Brea Police Department representatives during normal business hours.

## **8. Performance Review, Re-ranking, and Removal from Priority List.**

### **A. Performance Review**

Following receipt of approval to serve as an Official Provider, the Brea Police Department may, in its discretion, periodically review the performance of such Official Provider to ensure compliance with all requirements of this Policy. In performing such review, the Brea Police Department may request, and any Official Provider shall provide, full, true and correct copies of any and all records required to be maintained by each Official Provider, including, but not limited to, copies of any and all citizen's complaints and/or records of response times.

### **B. Re-ranking**

In the event any Official Provider fails to maintain compliance with any requirement of this Policy, said Official Provider may be re-ranked on the priority list, depending upon the severity of the violation. In the case of a minor violation, the Brea Police Department reserves the right to provide a written warning to an Official Provider, together with a time by which such violation must be remedied. A failure to remedy a violation within a specified period may result in re-ranking, suspension or removal from the priority list.

Where the violation is deemed to be substantial, the Official Provider shall be given written notice of the Brea Police Department's intent to re-rank the Official

Provider as of a specified date. Such preliminary determination may be objected to by an Official Provider by filing with the City Manager a written objection, within ten (10) business days of the date of the written notice, therein specifying all grounds upon which the Official Provider believes the determination to be in error, and any relevant evidence in support of that contention. Upon receipt of a written objection, the City Manager shall receive relevant information from Police Department personnel upon which the determination to re-rank is based, and shall thereupon and with written findings sustain, modify, or reverse the determination, with or without conditions. The Official Provider shall be given written notice of the City Manager's decision which decision shall be final. Where no objection is timely filed, re-ranking shall become effective as of the date set forth in the written notice.

### **C. Suspension and Removal from Priority List**

Where a substantial and severe violation, or repeated violations, of this Policy has occurred, the Official Provider may be given written notice of the City's intent to suspend or remove the Official Provider from the priority list of Official Providers. Such suspension or removal shall become effective as of the date set forth in the notice unless such determination is appealed to the City Manager in writing within ten (10) business days of the date of the notice. Upon receipt of a timely written appeal, a public hearing shall be scheduled to be conducted before the City Manager in the manner described in Section B, above, with respect to re-ranking. The decision of the City Manager shall be final, unless appealed in writing to the City Council within ten (10) business days of the date of the decision. In the event the City Manager's decision is timely appealed, a public hearing before the City Council shall be scheduled and the Appellant shall be given written notice of the date and time of the hearing. Following the conclusion of the public hearing, the City Council may sustain, modify or reverse, with or without conditions, the decision of the City Manager. All decisions shall be made in writing, with findings, and shall be final.

- D. Notwithstanding any provision of this Policy, the Chief of Police, with the concurrence of the City Manager, may immediately suspend an Official

Provider from the priority list pending a hearing, where deemed necessary in order to protect the public health, safety or welfare from an immediate threat of harm or risk of injury.

- E. Any Official Provider which is removed from the priority list may not re-apply to be placed upon the list for at least six (6) months, unless otherwise provided by the City Council following appeal pursuant to sub-section C, above.



## City of Brea

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### FINANCE COMMITTEE COMMUNICATION

**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 05/29/2018

**SUBJECT:** Approve Professional Services Agreement (PSA) with Hace Inc. for the 2017-18 CDBG Project - Brea Senior Center Kitchen Improvements (CIP 7944)

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### **RECOMMENDATION**

Approve Professional Services Agreement (PSA) with Hace Inc. for the 2017-18 CDBG Project - Brea Senior Center Kitchen Improvements (CIP 7944).

### **BACKGROUND/DISCUSSION**

In early 2017 the County of Orange awarded a Community Block Development Grant (CDBG) in the amount of \$200,000 to the City of Brea to initiate improvements for the Brea Senior Center kitchen. The project will enhance efficiency, accessibility and safety for seniors volunteering in the kitchen, as well as improve the nutritional quality of meals the seniors are receiving. The kitchen at the Brea Senior Center is used by staff and senior volunteers at least five days a week to prepare and serve a hot, nutritious lunch for an average of 65 seniors per day. The home-delivered meals program also utilizes the kitchen area for their services. Both the home-delivered meals program and the nutrition program within the senior center facility rely heavily on senior volunteers who are in and out of the kitchen for hours at a time. Staff has demonstrated the many improvements needed to ensure the space remains accessible, functional, safe, and efficient to keep up with the increasing demands.

The \$200,000 grant for 2017-2018 is intended to be used for the initial design phase (\$60,000), as well as the purchase of necessary kitchen equipment (\$140,000). Grant funds for the construction phase have already been preliminarily approved by the County of Orange for the 2018-2019 and 2019-2020 grant cycles.

To initiate the design phase, staff prepared a Request for Proposals (RFP) to provide design services and final plans, specifications and engineer's estimate (PS&E) for the Brea Senior Center Kitchen Improvements Project (see RFP attached).

Staff solicited eight (8) firms with the RFP and two (2) responded with interest in submitting proposals. On April 9, 2018, two proposals were received from the following firms (see attached proposals):

- Hace, Inc.
- Handian Corp.

The proposals were reviewed and evaluated based on the firms' relevant experience, scope of services provided, cost effectiveness, etc. Hace Inc. was the only firm that included construction management and oversight in their proposal scope and cost estimate which was

a required item in the RFP; therefore, Hace Inc. was selected as the top firm. Hace Inc. has demonstrated experience with commercial kitchen design, including projects within Brea. Staff is now recommending that the City Council approve a Professional Services Agreement with Hace, Inc. in the amount of \$43,200.00 for provide design services and final PS&E for the Brea Senior Center Kitchen Improvement Project.

### **SUMMARY/FISCAL IMPACT**

This project is included in the CIP budget (Project Number 7644) with all the design fees covered by CDBG grant funding. The dollar amount earmarked specifically for design is \$60,000. With the \$43,200 proposal from Hace, Inc. plus a 10% contingency for any unexpected costs, the project will remain well within th allocated budget. There will be no general fund impact from this project.

Staff continues to see a growing need for senior services and for nutritional services in particular. In order to prepare for the future, it is necessary to be proactive in setting our facilities up to be able to accommodate these increasing demands. Therefore, staff is recommending that the City Council approve a PSA with Hace, Inc. in the amount of \$43,200 to provide design services for the Brea Senior Center Improvement project (PSA attached).

### **RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Jenn Colacion, Management Analyst I

Concurrence: Carrie Hernandez, Community Services Manager

Chris Emeterio, Assistant City Manager/Community Services Director

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### **Attachments**

Request for Proposals

Hace Inc Proposal

Handian Corp Proposal

Agreement

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## **CITY OF BREA**

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### **COMMUNITY SERVICES DEPARTMENT**

#### **REQUEST FOR PROPOSALS (RFP)**

**for**

#### **Professional Consulting Services**

#### **To Provide Design Services and Final PS&E for the Brea Senior Center Kitchen Improvements Project**

**Community Services Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

#### **Key RFP Dates**

<b>Issued:</b>	<b>March 15, 2018</b>
<b>Pre-Proposal Meeting</b>	<b>March 26, 2018</b>
<b>Written Questions Due:</b>	<b>March 28, 2018</b>
<b>Proposals Due:</b>	<b>April 9, 2018</b>
<b>Final Design (PS&amp;E) Due:</b>	<b>August 31, 2018</b>

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# CITY OF BREA

## COMMUNITY SERVICES DEPARTMENT

### REQUEST FOR PROPOSALS (RFP) for

Professional Consulting Services  
to Provide Design Services and Final PS&E for the  
Brea Senior Center Kitchen Improvements Project

**March 2018**

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

**Jenn Colacion,  
Management Analyst I  
Community Services Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

**no later than 5:00 P. M. on April 9, 2018.** Original plus two (2) copies and PDF (on a CD or flash drive) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Professional Consulting Services to Provide Design Services and Final PS&E for the Brea Senior Center Kitchen Improvements Project." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Jenn Colacion,  
Management Analyst I  
Phone: 714-671-4452  
Email: [JenniferC@cityofbrea.net](mailto:JenniferC@cityofbrea.net)**

## **SECTION I**

### **INSTRUCTIONS TO OFFERORS**

## **SECTION I - INSTRUCTIONS TO OFFERORS**

### **A. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

### **B. ADDENDA**

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

### **C. CITY CONTACT**

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

**Jenn Colacion,  
Management Analyst I  
Community Services Department  
City of Brea  
1 Civic Center Circle, Brea, CA 92821-5732  
Phone: 714-671-4452, Fax: 714-671-4484  
Email: JenniferC@cityofbrea.net**

### **D. CLARIFICATIONS**

#### **1. Examination of Documents & Pre-Proposal Conference**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be posted on the City's website. Please note that a **Mandatory Pre Proposal Conference** is scheduled for **Monday, March 26, 2018 at 2:00 p.m.** at the Brea Senior Center (500 Sievers Avenue, Brea, CA 92821).

#### **2. Submitting Requests**

- a. All questions must be put in writing and must be received by the City no later than **5:00 p.m., March 28, 2018.**

- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Professional Consulting Services to Provide Design Services and Final PS&E for the Brea Senior Center Kitchen Improvements Project - RFP". City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail or Personal Courier:  
Jenn Colacion, Management Analyst I, Community Services Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) Facsimile: Fax number is 714-671-4484.
  - (3) E-Mail: Jenn Colacion, Management Analyst I, e-mail address is **JenniferC@cityofbrea.net**

**3. Consultant Project Manager - Contact Information**

All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **JenniferC@cityofbrea.net**.

**4. City Responses**

Responses to properly submitted questions from Offeror will be posted on City's ftp site or e-mailed, no later than close of business on **March 30, 2018**.

To receive e-mail notification of City responses when they are posted on City's ftp site, firms must email their contact email addresses to Jenn Colacion, Management Analyst I, at **JenniferC@cityofbrea.net** with the subject entitled "Professional Consulting Services to Provide Design Services and Final PS&E for the Brea Senior Center Kitchen Improvements Project - Email notifications for RFP."

**E. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 5:00 p.m. on April 9, 2018.**

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.



## **2. Address**

Proposals delivered in person, using the U.S. Postal Service or other means shall be submitted to the following:

**Jenn Colacion,  
Management Analyst I  
Community Services Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

Offeror shall ensure that proposals are received by the City on or before the specified date and time.

## **3. Identification of Proposals**

Offeror shall submit original plus two (2) copies and PDF (on CD or Flash Drive) of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

“Professional Consulting Services to Provide Design Services and Final PS&E for the Brea Senior Center Kitchen Improvements Project”

## **4. Acceptance of Proposals**

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

## **F. PRE-CONTRACTUAL EXPENSES**

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

#### **G. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

#### **H. PROTEST PROCEDURES**

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

**Jenn Colacion,  
Management Analyst I  
Community Services Department  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732**

#### **I. FEE PROPOSAL**

Provide a schedule of hourly rates that will be charged to perform services specified in Section V. The City proposes to issue a contract to be in effect throughout the duration of the project.

**Total fee not to exceed a maximum of \$60,000 (Sixty Thousand Dollars).**

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

## J. **INSURANCE REQUIREMENTS**

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000.00 for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.
- C. **Worker's Compensation Coverage**: State statutory limits.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall 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.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Service Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

**SECTION II**  
**PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

#### **1. Presentation**

Proposals shall be typed, with 12 pt. font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offerors should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, including appendices.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Jenn Colacion, Management Analyst I, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone, fax number and email address. Include name, title, address, telephone number and email address of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name, address and email address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature (**Commercial Kitchen Design**); familiarity with the CDBG grant process; demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP (**Commercial Kitchen Design**), and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method that will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

**c. Detailed Work Plan**

Offeror shall provide a narrative that addresses the Scope of Services and shows Offeror's understanding of City's needs and requirements.

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.
- (2) Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements of the Proposed Professional Services Agreement as set forth in Section IV.

**4. Fee Proposal**

Provide a schedule of hourly rates that will be charged to perform services specified in Section VI. The City proposes to issue a contract to be in effect throughout the duration of the project.

**Total fee not to exceed a maximum of \$60,000 (Sixty Thousand Dollars).**

**5. Appendices**

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials, appendices should be relevant and brief.

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 5 years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.



### **SECTION III**

#### **EVALUATION AND AWARD**

## **SECTION III - EVALUATION AND AWARD**

### **A. EVALUATION CRITERIA**

City will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm** - technical experience in performing work of a similar nature (**Commercial Kitchen Design**); familiarity with the CDBG grant process; experience working with public agencies; strength and stability of the firm; and assessment by client references.
- 2. Proposed Team and Organization** - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- 3. Detailed Work Plan** - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
- 4. Past Work Performance** – demonstration of positive past work performances for completed projects; demonstration that completed projects were within schedule and budget; and, project delivery met or exceeded the client's expectations.
- 5. Fee Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

### **B. EVALUATION PROCEDURE**

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

### **C. AWARD**

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions. Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror. City Council action will be requested by the City staff to award contract to the selected Offeror.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within three (3) days of notification of the award of contract.

## **SECTION IV**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and \_\_\_\_\_ (hereinafter referred to as "CONSULTANT"),

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to \_\_\_\_\_

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

(ii) CONSULTANT has now submitted its proposal to complete said Tasks, a full, true and correct copy of which proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's Planning Commission, City Council and staff to complete said Tasks.

(iv) 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:

## B. Agreement

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

(a) Tasks: The provision of professional consulting advice and assistance as 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, as directed, attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to said services.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete assigned Tasks 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.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents, including all supplemental technical documents (hereinafter collectively referred to as "documents"), as described in Exhibits "A" and "B" to CITY within the time

specified by CITY's written notice to proceed with any assigned Tasks. Copies of documents shall be in such numbers as are required in CITY. 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 in said written notice to proceed may be extended upon written approval of CITY.

(c) 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.

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "C" Services required hereunder. Said sum(s) shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "C". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) 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, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT, be paid an aggregate amount in excess of \_\_\_\_\_  
(\$000.00)

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete assigned Tasks.

(c) Such information as is generally available from CITY files applicable to assigned Tasks.

(d) 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.

5. Ownership of Written Product:

(a) Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONSULTANT in the performance of this Agreement (collectively, "Written Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Written Product shall be considered to be "works made for hire", and all Written



Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Written Product.

(b) CONSULTANT hereby assigns to CITY all ownership and any and all intellectual property rights to the Written Product that are not otherwise vested in the CITY pursuant to subsection (a), above.

(c) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Written Product. CONSULTANT shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Written Product produced under this Agreement. In the event the use

of any of the Written Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. 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:

<u>CITY REPRESENTATIVE</u>	<u>CONSULTANT REPRESENTATIVE</u>
<u>NAME</u>	<u>CONSULTANT NAME</u>
<u>1 Civic Center Circle</u>	<u>Consultant Address</u>
<u>Brea, CA 92821</u>	<u>Consultant Address</u>

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.

8. 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:

(a) Workers 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.”

(b) For all operations of the CONSULTANT 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 for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement.

(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) Professional Errors and Omissions Liability (if required by the RFP)- insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$ two million dollars and zero cents (\$2,000,000.00) 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, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(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) The policies of insurance required in subsections (1) and (2) of Section 8(b), above 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 any of the named additional insureds; and

(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.

(10) Otherwise be in form satisfactory to CITY.

(d) 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.

9. Indemnity for Design Professional Services.

9.1 In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

9.2 Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this Section 9.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement,

except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section 9.2 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10. 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.

11. Damages: In the event that CONSULTANT fails to complete an assigned Task, together with all documents and supplemental material required hereunder, in form to the reasonable satisfaction of CITY, within the time set forth in the notice to proceed, 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 N/A dollars (\$000.00) 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.



12. Independent Contractor: CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of

CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section..

13. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

15. 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 the event of any inconsistency between this document and any of the Exhibits, the provisions of this document shall govern over the Exhibits.

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

CONSULTANT

---

---

CITY

---

Mayor

ATTEST:

---

City Clerk

**SECTION V**  
**SCOPE OF SERVICES**

## **SECTION V – SCOPE OF SERVICES**

### **A. PROPOSED SCOPE OF SERVICES**

The kitchen at the Brea Senior Center requires evaluation for improvements that will result in increased capacity, efficiency and production to meet current and increasing senior nutrition demands. The space lacks efficiency with limited accessibility. Additionally, the cooling and ventilation systems in the kitchen require improvement. A new design, which will maximize space and efficiency is desired to improve kitchen accessibility and functionality for seniors.

The scope of work shall include the following tasks:

1. Prepare conceptual designs, designs, plans, specifications, cost estimates, and contract bidding documents. The construction documents shall be reviewed by the City at the preliminary engineering/architecture (i.e. Conceptual Plan(s)), sixty (60%), ninety percent (90%), and final documents stages. Note the complete and final construction documents shall be submitted no later than August 31, 2018;
2. Perform an assessment of the existing kitchen area and adjacent usable spaces (as indicated by City staff) to determine the potential of a reconfigured kitchen area to better meet capacity, efficiency and accessibility goals of the project.
3. Complete a Benefit/Cost Analysis for using an expanded kitchen design into the adjacent areas;
4. Perform analysis of existing heating & cooling, plumbing, and electrical systems within the kitchen area and make necessary recommendations for upgrades;
5. Complete a project schedule;
6. Prepare an executive summary, narrative, analysis, cost analysis and conceptual layout for the kitchen area;
7. Obtain necessary permits; and
8. Compile a list of recommended equipment, including detailed specifications of each item.
9. **Bidding Stage:** Assist the City in answering bidders' questions, attend pre-bid conferences and job walks, prepare addenda, analyze bids, and recommend award.
10. **Construction Stage:** Attend pre-construction conference. Monitor construction schedule, visit construction site as required for progress and quality of work. Assist the engineer, contractor, and inspector with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders. As well as prepare "as-built" drawings.

## **SECTION VI**

### **STATUS OF PAST AND PRESENT CONTRACTS FORM**

## Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature \_\_\_\_\_

Date \_\_\_\_\_

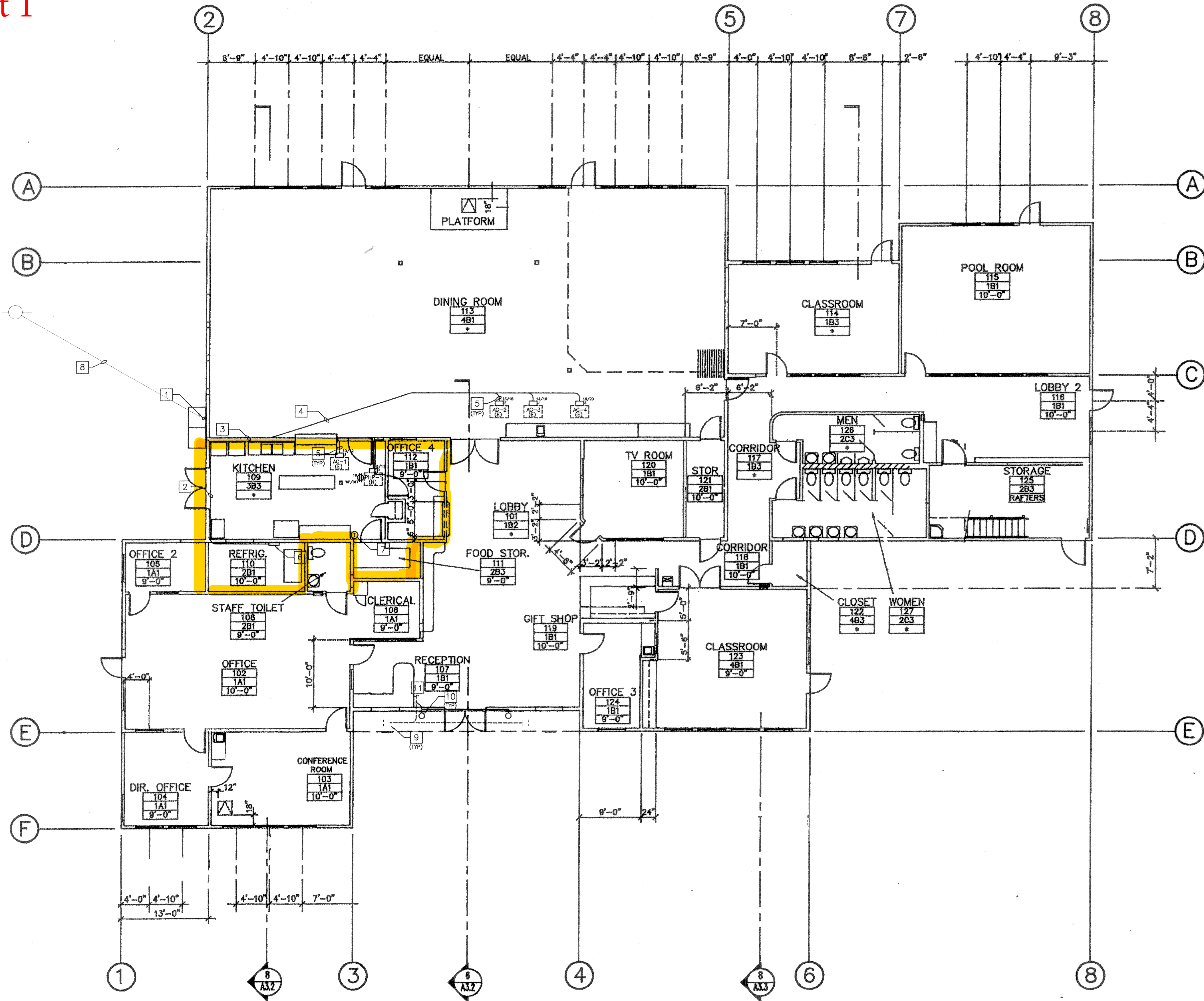
Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **APPENDIX**

### EXHIBT 1 – EXISTING BREA SENIOR CENTER KITCHEN FLOOR PLAN





REFERENCE NOTES

- 1. PROVIDE (N)OVERHEAD SERVICE TO EXISTING SCE POLE MOUNTED TRANSFORMER. REFER TO SCE HANDOUT FOR SPECIFIC REQUIREMENTS.
- 2. PROVIDE (1)2"C, (2)3/0, (1)#6GND.
- 3. PROVIDE (5)3/4"C, (10)#8, (5)#10GND.
- 4. PROVIDE (3)3/4"C, (6)#8, (3)#10GND.
- 5. PROVIDE (1)3/4"C, (2)#8, (1)#10GND.
- 6. PROVIDE (1)200A, 1Ø, 120/240V, 42 CIRCUIT SURFACE MOUNT, NEMA 1 PANEL.
- 7. PROVIDE (1)1-GANG RECESSED BOX. STUB CONDUIT TO ACCESSIBLE CEILING AREA. MC TO PROVIDE THERMOSTAT AND CONTROL WIRING.
- 8. OVERHEAD CONDUCTORS BY SCE.
- 9. EXISTING CEILING MOUNT WALL PACKS, ASSOCIATED CONDUIT, BOXES AND CONDUCTORS TO BE REMOVED. PATCH TO MATCH NEW FINISH.
- 10. PROVIDE NEW FIXTURE. COORDINATE WITH ARCHITECT FOR FIXTURE TYPE. MOUNT +84" AFF.
- 11. INTERCEPT EXISTING TIME CLOCK CIRCUIT ABOVE ACCESSIBLE CEILING AND ROUTE TO NEW FIXTURES AS INDICATED.

FLOOR PLAN

SCALE: 1/8" = 1'-0"

E-2.0



DIAL TOLL FREE  
1-800-227-2600  
TWO WORKING DAYS  
BEFORE YOU DIG

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'D	REV.	DATE	BY	DESCRIPTION	APP'D



DRAWN BY:	TE	DATE	10-16-03
DESIGNED BY:	MT	DATE	10-16-03
CHECKED BY:	MT	DATE	10-16-03

THOMA ELECTRIC, INC.  
P.O. Box 1167 - 3562 Empire St.  
San Luis Obispo, CA 93405  
Phone: (805) 543-3800  
Fax: (805) 543-3809  
cell@thomaelectric.com

11-13-03  
RRM PROJECT NUMBER 1003517

APPROVED BY:   
DOUGLAS S. STACK, CITY ENGINEER  
C.E. NO. 54632  
DATE: 11/20/03  
EXP. DATE: 12/31/03

CITY OF BREA  
DEVELOPMENT SERVICES DEPARTMENT

FLOOR PLAN  
BREA SENIOR CENTER  
REMODEL  
4032-10

SHEET  
10  
OF  
12



## HACE INC

Architectural | Planning | TI | Feasibility | Consulting | Construction Management

Project No. 20180308

Date 04/09/2018

Attn. to;  
Jennifer Colacion  
Management Analyst I, Community Services Department,  
1 Civic & Cultural Center, Brea, CA 92821

Dear Jenn;  
Please find attached proposal per RFP issued on 03/15/18, pre-proposal meeting on 03/26/18 and addendum released on 03/30/18.

This proposal shall remain valid for period of not less than 90 days from the date of submittal.

All information submitted with the proposal is true and correct.

Sincerely,

Hyung Jin Seo, CEO  
HACE INC  
1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017  
949.892.9732  
haceinc@gmail.com

1055 West 7th St. 33rd Floor, Los Angeles, California 90017. T.949.892.9732. E. haceinc@gmail.com

# Seo, Hyung Jin

**Professional Status** Architect/LEED AP BD+C

**Experience** **Jun. 1993–Jun. 1995.** The 15th Division Engineering Corps. Kangwon-do, **Korea.**

- Construction Administrator/First Lieutenant
- Construction of the 15<sup>th</sup> Information Company (1993-1994)
- Construction of the 15<sup>th</sup> Secured Emergency Headquarter (1993-1995)

**Aug. 1995–Sep. 1997.** POSCO Architects & Consultants Co. Ltd. Seoul, **Korea.**

- Pos-Data Tower (1995)
- Design Competition for Daegue Trade Center (1995)
- Pohang Institute of Technology (1996)
- Posteel Tower (1996-1997)
- Design Competition for Namhae Chemistry (1997)
- Design competition for Sungdong County Office (1997)

**Feb. 1999–May 2003.** Realtime Design Services Inc. Madison, **WI.**

- Dental Health Associates (1999)
- The Madison Corporation Center (1999-2000)
- Overture Center for the Arts (1999-2003)

**May 2003–Oct. 2004.** Potter Lawson Architects. Madison, **WI.**

- Overture Center for the Arts (2003-2004)

**Nov. 2004–2017.** LPA Inc. Irvine, **CA.**

- The Capital Group Orange County Campus (2004-2007)
- Cypress Humanity Building (2007)
- Orange Coast College Interdisciplinary Building (2008~2015)
- West LA College (Revit program based) (2008~2012)
- Orange Coast College ABC Building (2010~2011)
- College of the Desert (Revit program based) (2011)
- Coastline Newport Beach Learning Center (Revit program based) (2011~2012)
- Pitzer College Campus Office Renovation (2012)
- Georg Fischer Tenant Improvement (2013)
- RCCD Culinary Arts and District Offices (Revit program based) (2013~current)
- Palomar South Ed. Center (Revit program based 2014~2015)
- Palomar Bldg A and Veteran's Center (2015~current)
- Water and Wellness Park (Revit program based 2016~current)

**Feb. 2010–Current.** JSA/HACE INC Los Angeles, **CA.**

- Navien Amrecia Headquarter TI Phase I, Irvine (2010~2012)
- Villa Park residence extension (2011)
- Navien Amrecia Headquarter TI Phase II, Irvine (2013~2014)
- Newracom Headquarter, Irvine (2014)
- Quail Hills track home residence expansion (2014~2015)
- Holiday Inn Express and Suite, Ontario PIP Phase I (2016~2017)
- Residential Duplexes near USC (2015~2016)
- 24 Unit apartment near USC (2016~2017)
- Holiday Inn Express and Suite, Ontario PIP Phase II (2017~2018)
- 909 Hoover (8) unit single family residence. (2017)

#### Education

Mar. 1989–Feb. 1993. Chungnam National University. Daejeon, **Korea.**  
B.A., Architectural Engineering

#### License

Licensed Architect in WI.  
Licensed Architect in CA.  
LEED AP BD+C  
Licensed Contractor in CA.  
California Safety Assessment Program

#### Skills

Revit  
CADD  
Sketch-up  
E-spec  
Adobe Photoshop  
Blue Beam and Adobe Acrobat Pro  
Microsoft Office

## HACE INC

Architectural | Planning | TI | Feasibility | Consulting | Construction Management

Project No. 20180308

### Firm profile

#### Type of service

Architecture / Sustainability / Planning / Interior Design / Feasibility Study / Construction Management

#### Year found

2017

#### Form of the organization

S Corporation

#### Location

1055 W. 7th St. 33<sup>rd</sup> Floor, Los Angeles, CA 90017

#### Number of employees

0

#### Financial condition

No negative condition

#### Relative Experiences

Sushiya, Mission Viejo (2,062 SQFT)  
Dada Shabu Shabu, Irvine (4,700 SQFT.)  
Mr. Baker, Brea (1,440 SQFT)  
Skin Poke, Anaheim (1,159 SQFT)  
Ramen Brothers, Pomona (1,856 SQFT)  
Maka Poke, La Palma (2,709 SQFT)

#### Previous projects in Brea

Mr. Baker at 2445 Imperial Hwy  
Season Food at 1150 W Central

#### Previous projects with consultant

RCCD Riverside Culinary Arts Project with TriMark

Reference

Jonathan Hill

Quail Hill Community Association, 15241 Laguna Canyon Road, Irvine, CA 92618

t. 949.448.6163

HACE INC

Jae Sun Hwang,

Dada Shabu Shabu, Irvine, 4960 Irvine Blvd., Ste 104, Irvine, CA 92620

t. 949.351.4690

Dongho Shin,

Mr. Baker, E. Imperial Hwy., Suite D, Brea, CA 92821

t. 714.514.4208

Hyung Jin Seo, CEO

HACE INC

1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017

949.892.9732

haceinc@gmail.com

## PROJECT DESCRIPTION

### Brea Senior Center Kitchen Improvements

1. Prepare conceptual designs, designs, plans, specifications, cost estimates, and contract bidding documents. The construction documents shall be reviewed by the City at the preliminary engineering/architecture (i.e. Conceptual Plan(s)), sixty (60%), ninety percent (90%), and final documents stages.
2. Perform an assessment of the existing kitchen area and adjacent usable spaces (as indicated by City staff) to determine the potential of a reconfigured kitchen area to better meet capacity, efficiency and accessibility goals of the project.
3. Specify new kitchen equipment including but not limited to double convection oven, portable electric warmer, portable refrigerator, walk in refrigerator (or at minimum a second refrigerator), burner range with griddle.
4. Specify new finishes; floor, wall and ceiling.
5. Specify grease interceptor or grease trap to collect FOG (fat, oil and grease) and connect to plumbing line.
6. Complete a Benefit/Cost Analysis for using an expanded kitchen design into the adjacent areas;
7. Perform analysis of existing heating & cooling, plumbing, and electrical systems within the kitchen area and make necessary recommendations for upgrades;
8. Complete a project schedule;
9. Prepare an executive summary, narrative, analysis, cost analysis and conceptual layout for the kitchen area;
10. Obtain approval from the city of Brea and Orange County Health Department.
11. Compile a list of recommended equipment, including detailed specifications of each item.
12. Bidding Stage: Assist the City in answering bidders' questions, attend pre-bid conferences and job walks, prepare addenda, analyze bids, and recommend award.
13. Construction Stage: Attend pre-construction conference. Monitor construction schedule, visit construction site as required for progress and quality of work. Assist the engineer,

contractor, and inspector with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders. As well as prepare “as-built” drawings.

The following consultants are included within the basic Scope of Services:

1. Food consultant (TriMark)
2. Mechanical
3. Electrical
4. Plumbing
5. Spec. writer
6. Cost estimator

The actual consultant firms listed above is a preliminary selection based on the project type. Architect suggests that the firms be finalized following the development of the conceptual design. At this time a more definitive project will be known allowing for confirmation and selection of the best consultant team. Additional consultant(s) which may be deemed necessary by owner are discussed in greater detail in the Additional Services section.

The Owner and the Architect agree as set forth below.

## **0- GENERAL**

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

### **0.01 Project Administration** services consisting of administrative functions including:

1. Initial consultation in development of the project.
2. Preparation of compensation estimates and professional services agreement(s).
3. Project-related research.
4. Conferences.
5. Communications.

### **0.02 Disciplines Coordination/Document Checking** services consisting of activities for:

1. Coordination between architectural work and the work of MEP, food consultant, and other involved disciplines for the Project if any.
2. Review and checking of documents prepared for the project.

### **0.03 Agency Consulting/Review/Approval** services consisting of activities including but not limited to:

1. Agency consultations.
2. City agencies.



## 1- PRE-DESIGN & PROGRAMMING

In the Pre-design Phase, client and Architect, respectively, shall provide those elements necessary for finalizing the program, limitations and the financial and time requirements for the Project prior to completing design. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

**1.01 Programming** services required to validate and build upon the existing data to establish and document the following requirements for the Project:

1. Design objectives, limitations and criteria.
2. Interior Space requirements.
3. Space relations.

**1.02 Space Schematic/Flow Diagrams** services consisting of confirmation of and as necessary, diagrammatic studies and pertinent descriptive text as required for:

1. Internal functions.
2. General space allocations.
3. Adjacency.

## 2- SCHEMATIC DESIGN

In the Schematic Design Phase, the Architect shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the Client.

**2.01 Architectural Design/Documentation** services during the Schematic Design Phase responding to program requirements and consisting of preparation of:

1. Preliminary sections and elevations.
2. Preliminary selection of building systems and materials.
3. Development of approximate dimensions, areas and volumes.

**2.02 Coordination** services during the Schematic Design Phase consisting of coordination with other disciplines.

## 3- DESIGN DEVELOPMENT SERVICES

In the Design Development Phase, the Architect shall provide those services designated necessary to prepare from the approved Schematic Design Documents, for approval by client, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural and electrical systems, materials and such other elements as may be appropriate

- 3.01 General Services** consisting of design development functions including those services outlined in Section 0.
- 3.02 Architectural** services consisting of:
1. Interpret local codes and ordinances.
- 3.03 Architectural Design/Documentation** services during the Design Development Phase consisting of continued development of architectural Schematic Design Documents.
- 3.04 Coordination** services during the Design Development Phase consisting of coordination with other disciplines.

#### 4- CONSTRUCTION DOCUMENTS SERVICES

In the construction documents phase, Architect shall provide those services necessary to prepare, from the approved design development documents, for approval by the client, construction documents consisting of drawings, and other documents setting forth in detail the requirements for construction of the project and bidding and contracting for the construction of the project. The following descriptions shall apply to those services indicated:

- 4.01 Architectural Documentation** services consisting of preparation of drawings based on approved design development documents, in AutoCAD format, setting forth in detail the architectural construction requirements for the project.
- 4.02 Coordination** services during the Construction Document Phase consisting of coordination with other disciplines.
- 4.03 Submittal** services consisting of assisting client to submit construction documents, and obtain approval from Authorities having jurisdiction and service providers claiming jurisdiction over the project.

#### 5- BIDDING OR NEGOTIATION SERVICES

In the bidding or negotiations phase, architect shall provide those services designated necessary to assist client in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction.

The following descriptions shall apply as party indicated.

- 5.01 Addenda** services consisting of preparation and distribution of addenda as may be required during bidding or negotiation and including supplementary drawings, instructions and notice(s) of changes in the bidding schedule and procedure:

**5.02 Bidding/Negotiations** services consisting of responses to questions from Bidders or proposers and clarifications or interpretations of the bidding documents.

**5.03 Bid Evaluation** services consisting of:

1. Participation in reviews of bids or proposals.
2. Evaluation of bids or proposals.

## **6- CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

In the construction contract administration phase, Architect shall provide those services necessary for the administration of the construction contract(s) as set forth in the general conditions of the contract for construction. Unless otherwise provided in the Scope of Services, Architect duties and responsibilities during construction shall be as set forth in the agreement between client and architect for designated services. The following descriptions shall apply to those services indicated

**6.01 Office Construction Administration** services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on shop drawings, product data, samples and other submittals required by the contract documents.
- .02 Maintenance of master file of submittals.

**6.02 Construction Field Observation** services consisting of visits to the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications.

**6.03 Quotation Requests/Change Orders** services consisting of:

- .01 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
- .02 Review and recommendations relative to changes in time for substantial completion.
- .03 Negotiations with Contractor(s) on client's behalf relative to costs of Work proposed to be added, deleted or modified.
- .04 Assisting in the preparation of appropriate modifications of the contract(s) for construction.
- .05 Coordination of communications, approvals, notifications and record-keeping relative to changes in the work.

**6.04 Construction Cost Accounting** services consisting of evaluation and recommendations of applications for payment.

**6.05 Project Closeout** services initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the client, is sufficiently complete, in accordance with the contract documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

- .01 Issuance of certificate(s) of substantial completion.
- .02 Review upon notice by the Contractor(s) that the work is ready for final review and acceptance.
- .03 Issuance of final certificate(s) for payment.

## 7- ADDITIONAL SERVICES

In addition to the generally sequential services chronologically arranged and described above, Architect, respectively, shall provide supplemental services as requested by client, as additional services billed on an hourly basis. These nonsequential services may be provided during a single phase of services or during several phases. Work on any supplemental services would not proceed without signed authorization by Architect and the client.

**7.01 Renderings** services relating to providing graphic pictorial representations, as required by the client, of the proposed Project.

**7.02 Detailed Construction Cost Estimating and Construction Management** services.

**7.03 Furniture, Graphics, Signage, Artwork and Plants Procurement** including managing procurement of furniture, graphics, signage, artwork and plants and the coordination of delivery and installation.

**7.04 Special Disciplines Consultation** services consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list, whose specialized training, experience and knowledge relative to specific elements and features may be required for the Project:

1. Civil
2. Landscape
3. Acoustics
4. Audio-Visual.
5. Construction Management.
6. Code Interpretation.
7. Communications/Voice.
8. Computer Technology/Data.
9. Cost Estimating.
10. Furniture Consulting.
11. Fire Protection.
12. Life Safety.
13. Lighting Design.
14. Security.

**7.05 Other Additional Services** may include:

1. Disabled Access/Path of Travel documentation.
2. Work outside of the areas of modification/tenant lease space.
3. Client revisions to the approved space plan, design development drawings or construction documents.

4. Revisions to the construction documents that may be required by value engineering of the design development documents, based upon preliminary budget estimates being prepared by a General Contractor.
5. The scope does not include out of sequence work or separate bid packages.

## **8 - REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses. The following services will be reimbursed on a time charge and at the cost of the expenses:

- 8.01** Expense of transportation in connection with the Project; expenses in connection with authorized out-of county travel (Outside of Los Angeles, Orange, San Bernardino, San Diego, and Riverside County); fees paid for securing approval of authorities having jurisdiction over the Project, if required.
- 8.02** Expense of reproductions, delivery and handling of Drawings, Specifications and other documents for the purpose of competitive preliminary pricing and final bidding by General Contractor(s), and plan check submittals. Any other reproductions required for the project as approved in advance by the Client, or required as a result of Client revisions to previously approved work.
- 8.03** If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.
- 8.04** Expense of models and mock-ups requested by the Client.
- 8.05** Plan check and Permit fee and time spent on agency submittal.

## **9 - MISCELLANEOUS.**

A-built plans shall be provided.

## **10 - FEE PROPOSAL**

For services rendered in accordance with this Agreement, compensation shall be in the amount of **Forty Three Thousand Two Hundred Dollars (\$43,200.00)**, payable in monthly bases.



2335 Fair Oaks Ave. - Altadena - CA 91001

Ph: (626) 800-7566 - Fx: (888) 811-5536

[info@HandMarkServices.com](mailto:info@HandMarkServices.com)

# proposal

date: 04/05/18

invoice no: 30160

customer id: breacity

**License #: 977977**

bill to:

Jenn Colacion, Management Analyst I  
Community Services Department  
City of Brea, 1 Civic & Cultural Center  
Brea, CA 92821-5733

project location:

The Brea Senior Center  
500 Sievers Ave.  
Brea, CA 92821

item	scope of work / services	total
# 1	Generate full set of drawings for a proposed kitchen remodel for The Brea Senior Center	\$22,000.00
# 2	Drawings to be prepared per local (city) jurisdictions & county environmental health	
# 3	Drawings will include all Electrical Engineering requirements & panel coordination	
# 4	Title 24 documentations need to be prepared due to new lighting in proposed space	
# 5	Mechanical Engineering plans will be provided for plumbing needs (water heater calculations)	
# 6	Architectural drawings to show all equipment's & ADA accessibility & etc. per regulations	
# 7	Construction details need to be drawn for all build out & fastening connections needed	
# 8	Site plan provided by landlord referencing existing plans (all common areas & parking)	
# 9	All equipment specification sheets need to be provided by customer (HMS will assist)	
# 10	All submittals & following up with plan check are included (health & building/safety & planning)	
# 11	Commercial Type I Hood details will be designed accordingly by Mechanical Engineering	
# 12	Grease trap calculations and sizing will be generated by Mechanical Engineering	
# 13	Mechanical Engineering plans for ducting included (HVAC will be shown as existing)	
# 14	Interior design assistance & coordination is included thru ought the duration of project	
# 15	Equipment set up, <b>commercial kitchen design</b> & consultation is included part of this proposal Not Included: Planning department submittal for any exterior scope of work needed Fire suppression details & misc. (will be included in estimate w/ construction) Fire sprinkler details & misc. (will be included in estimate w/ construction)	

notes: **Permit fees not included in quotation.**

**Layout changes after engineering will be extra.**

**Duration for Plan Preparation 5 to 6 weeks**

**Estimated duration with city 4 to 6 weeks**

grand total: **\$22,000.00**

deposit: **\$0.00**

balance: **\$22,000.00**

signature: \_\_\_\_\_

please print name & title: \_\_\_\_\_

date: \_\_\_\_\_



2335 Fair Oaks Ave. - Altadena - CA 91001

Ph: (626) 800-7566 - Fx: (888) 811-5536

[info@HandMarkServices.com](mailto:info@HandMarkServices.com)

acceptance

date: 04/05/18

invoice no: Q-30160

customer id: breacity

License #: 977977

**the following items are excluded from scope of services**

Interactions with agencies not noted above; soils & geology reports; waterproofing details; hazardous materials reports; topography & boundary surveys; existing construction documents; utility company coordination; neighborhood or special government authority approvals i.e. review boards, project permits, variances, code modification requests; off-site conditions; Mechanical (including Title 24 energy calculations), Plumbing & Electrical Engineering services or coordination of such plans; specifications above & beyond that which is required for permitting; fixtures & equipment selection; interior decorating, oak tree reports & distance limitations to the new construction; hardscape, landscape & irrigation design; models; renderings; construction cost estimating; construction bid coordination & construction administration; regular or site observation of the Contractor's work or performance.

**the terms of this contract are agreed upon as set forth in the above noted quote**

**NOTICE TO OWNER:**

Under the California Mechanic's Lien Law any company which contracts to do work for you, any contractor, sub-contractor, laborer, supplier or other person who help to improve your property, but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your company in full if the sub-contractor, laborers, or suppliers remain unpaid. To preserve your right to file a claim of lien against your property, certain claimants such as sub-contractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

**NOTE:** If the Property Owner fails to pay billing in full, Company will have the right to be paid back for all its cost and expenses to the extent not prohibited by applicable law. Those expenses include, for example (but not limited to), reasonable attorney fees. If or any reason this account is to be turned over to our collection agency, You will be responsible for all cost of collecting.

**THE COMPANY AGREES:**

To guarantee all repairs completed by this company for one year from date of completion. We assume no responsibility for work performed by others, to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 60 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities.

***Initial Deposit is Non-Refundable. Proposal is Valid for 90 days.***

***Total Fee Not to Exceed a Maximum of \$60,000 (Sixty Thousand Dollars).***

I have read and understand the terms of the Quotation referenced above and agree to the terms and conditions set forth.

HandMark Services is hereby authorized to complete the items selected above and it is agreed payment shall be made as follows:

(Please make check payable to HandMark Services and mail check to 2335 Fair Oaks Ave., Altadena, CA 91001, Thank You)

HandMark Services will provide observation visits to verify all elements are in general conformance w/ the approved plans & building code for an additional fee of \$250 per trip if needed by general contractor for bidding or construction. Special site visit requests may also be provided for the same fee. HandMark Services will provide re-design engineering services for minor changes & issues at no extra costs, but major changes in the design will be billed at \$100 per hour.

initial deposit: \$8,800.00

plan submittal: \$8,800.00

plan approval: \$4,400.00

signature: \_\_\_\_\_

date: \_\_\_\_\_

# Mark Handian

2629 Foothill Blvd. #229 • La Crescenta, CA 91214 • Phone: 626-800-7566 • E-Mail: info@HandianCorp.com

## Experience

Product Engineer, Cavco Industries, Inc.

May 2010 – December 2011

This position has provided me the opportunity to become proficient with many building codes used in modular construction, state wide.

- Codes: International Residential Code, International Building Code, California Building Code & National Design Specifications
- Develop structural calculations for various structural assemblies subject to gravity and wind loads

Project Engineer, Clark Pacific, Inc.

February 2006 – June 2009

This position has provided me the opportunity to become proficient with many aspects involved in the construction of large developments, such as coordinating efforts with general/subcontractors, architects, and structural engineers. I was also given the responsibility of managing project accounts, crews as well as plant and field production and deadlines.

- Design of form work used in the manufacturing of precast concrete panels
- Production planning including casting sequence and form change studies
- Shop drawing generation and submission
- Erection planning including hoisting and rigging requirements, erection sequence, and trucking
- Cost tracking and analysis, as well as field welding inspection
- Proficiency in OSHPD rules & regulations to prepare for inspections

Project Engineer, Fleetwood Enterprises, Inc.

July 2002 – February 2006

- Develop test standards and conduct lab and field tests to simulate manufactured housing construction
- Develop structural calculations and generate engineering drawings for various structural assemblies subject to gravity and wind loads

## Licensing / Certifications

- Engineer in Training Certificate #115418 January 23, 2003
- State of California General Building Contractor #878705 June 3, 2006
- Certificate of Achievement of Dale Carnegie Course completed February 28, 2007
- Certificate of Achievement of BPI Building Analyst & Envelope Shell October 28, 2011
- Certificate of Training of 40hr Solar PV Entry Level Program (acc by IREC) December 7, 2011

## Education

California State Polytechnic University, Pomona

- Bachelor of Science in Civil Engineering Fall 2002

Fresno City College, Fresno

- General Education in Engineering and Architecture Fall 1999

## Skills

- Fluent in English and Armenian, communicate well in Spanish and Arabic
- Proficient in AutoCAD, Microsoft Excel, Microsoft Word and Adobe Photoshop
- Home Rehabilitation (14 yrs.), Woodworking (22 yrs.), Welding (3 yrs.) and Electric (2 yr.)

## References

- Manuel Santana PE: Director of Engineering at Cavco Industries, Inc. (602) 256-1530



## Projects at Clark Pacific

The position I held at Clark Pacific Inc. as a Project Engineer. This position had provided me the opportunity to become proficient with the many aspects involved in the construction of large developments, such as coordinating efforts with general contractors, architects, and structural engineers on record. Below is a table outlining the projects I had completed while employed at Clark Pacific. As this table exemplifies, I have also satisfied a great deal of OSHPD experience, from design stages to, RFI's and As-Builts, to various inspections at production to installation.

Projects Name	Project Locations	# of Stories / Buildings	# of Panels	Sq.Ft. of Precast	General Contractors	Project Dates
Bed Bath & Beyond	Los Angeles, Ca.	4 Strs	292	50,439	VCC	Mar-06 to Jun-07
House Ear Institute	Los Angeles, Ca.	3 Strs	45	12,000	Rudolph & Sletten	Sep-06 to Dec-06
Lakeshore Plaza	Corona, Ca.	7 Strs	223	63,521	Snyder Langston	Jan-07 to Aug-07
Wilshire Club View	Los Angeles, Ca.	22 Strs	731	63,593	Charles Pankow Builders	Feb-07 to July-07
Mills Peninsula Hospital	Burlingame, Ca.	7 Strs	743	124,000	Turner Construction	Jul-07 to Aug-08
Elk Grove Promenade	Elk Grove, Ca.	12 Blds	177	45,176	Howard S. Wright	Dec-07 to Aug-08
Mills Peninsula POB	Burlingame, Ca.	7 Strs	51	7,971	Turner Construction	Aug-08 to June-09
Summerlin Centre	Las Vegas, Nv.	2 Blds	489	42,540	VCC	Aug-08 to June-09
Sutter Medical Centre	Castro Valley, Ca.	5 Strs	~650	~50,000	DPR	Feb-09 to June-09

# Mark Handian

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- Design of form work used in the manufacturing of precast concrete panels
- Production planning including casting sequence and form change studies
- Shop drawing generation and submission
- Erection planning including hoisting and rigging requirements, erection sequence, and trucking
- Cost tracking and analysis, as well as field welding inspection
- Proficiency in OSHPD rules & regulations to prepare for inspections

Project Engineer, Fleetwood Enterprises, Inc.

July 2002 – February 2006

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## Skills

- Fluent in English and Armenian, communicate well in Spanish and Arabic
- Proficient in AutoCAD, Microsoft Excel, Microsoft Word and Adobe Photoshop
- Home Rehabilitation (14 yrs.), Woodworking (22 yrs.), Welding (3 yrs.) and Electric (2 yr.)

## References

- Manuel Santana PE: Director of Engineering at Cavco Industries, Inc. (602) 256-1530

## Projects at Clark Pacific

The position I held at Clark Pacific Inc. as a Project Engineer. This position had provided me the opportunity to become proficient with the many aspects involved in the construction of large developments, such as coordinating efforts with general contractors, architects, and structural engineers on record. Below is a table outlining the projects I had completed while employed at Clark Pacific. As this table exemplifies, I have also satisfied a great deal of OSHPD experience, from design stages to, RFI's and As-Builts, to various inspections at production to installation.

Projects Name	Project Locations	# of Stories / Buildings	# of Panels	Sq.Ft. of Precast	General Contractors	Project Dates
Bed Bath & Beyond	Los Angeles, Ca.	4 Strs	292	50,439	VCC	Mar-06 to Jun-07
House Ear Institute	Los Angeles, Ca.	3 Strs	45	12,000	Rudolph & Sletten	Sep-06 to Dec-06
Lakeshore Plaza	Corona, Ca.	7 Strs	223	63,521	Snyder Langston	Jan-07 to Aug-07
Wilshire Club View	Los Angeles, Ca.	22 Strs	731	63,593	Charles Pankow Builders	Feb-07 to July-07
Mills Peninsula Hospital	Burlingame, Ca.	7 Strs	743	124,000	Turner Construction	Jul-07 to Aug-08
Elk Grove Promenade	Elk Grove, Ca.	12 Blds	177	45,176	Howard S. Wright	Dec-07 to Aug-08
Mills Peninsula POB	Burlingame, Ca.	7 Strs	51	7,971	Turner Construction	Aug-08 to June-09
Summerlin Centre	Las Vegas, Nv.	2 Blds	489	42,540	VCC	Aug-08 to June-09
Sutter Medical Centre	Castro Valley, Ca.	5 Strs	~650	~50,000	DPR	Feb-09 to June-09

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and Hace, Inc. (hereinafter referred to as "CONSULTANT"),

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to Design Services for the Brea Senior Center Kitchen Improvements Project 7944 ("Tasks" hereafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal to complete said Tasks, a full, true and correct copy of which proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY and staff to complete said Tasks.

(iv) 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:

### B. Agreement

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

(a) Tasks: The provision of professional consulting advice and assistance as described in Exhibit "A" hereto including, but not limited to, the preparation of designs,

plans, specifications, cost estimates, permit processing, equipment selection, bid/construction management and other meetings conducted by CITY with respect to said services.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all design services, assessments, permit processing and project management.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete assigned Tasks 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.

(b) CONSULTANT shall supply copies of all designs, plans and documents, including all supplemental technical documents (hereinafter collectively referred to as “documents”), as described in Exhibits “A” and “B” to CITY within the time specified by CITY’s written notice to proceed with any assigned Tasks. Copies of documents shall be in such numbers as are required in CITY. 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 in said written notice to proceed may be extended upon written approval of CITY.

(c) 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.

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "C" Services required hereunder. Said sum(s) shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "C". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) 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, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no event shall CONSULTANT, or any person claiming by or through CONSULTANT, be paid an aggregate amount in excess of Forty Three Thousand Two Hundred Dollars and Zero Cents (\$43,200.00).

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit “A” hereto.

(b) Such information as is generally available from CITY files applicable to assigned Tasks.

(c) 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.

5. Ownership of Written Product:

(a) Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONSULTANT in the performance of this Agreement (collectively, “Written Product”) shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Written Product shall be considered to be “works made for hire”, and all Written Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Written Product.

(b) CONSULTANT hereby assigns to CITY all ownership and any and all intellectual property rights to the Written Product that are not otherwise vested in the CITY pursuant to subsection (a), above.

(c) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to

which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Written Product. CONSULTANT shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in product or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Written Product produced under this Agreement. In the event the use of any of the Written Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated



for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. 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

Steve Kooyman, P.E.  
City Engineer  
City of Brea  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Hyung Jin Seo  
Chief Executive Officer  
HACE Inc.  
1055 West 7<sup>th</sup> Street, 33<sup>rd</sup> Floor  
Los Angeles, CA 90017

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.

8. 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:

(a) Workers 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.”

(b) For all operations of the CONSULTANT 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 for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement.

(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) Professional Errors and Omissions Liability (if required by the RFP)- insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$ two million dollars and zero cents (\$2,000,000.00) 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, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(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) The policies of insurance required in subsections (1) and (2) of Section  
8(b), above 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 any of the named additional insureds; and

(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.

(10) Otherwise be in form satisfactory to CITY.

(d) 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.

9. Indemnity for Design Professional Services.

9.1 In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to

any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

9.2 Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this Section 9.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section 9.2 shall apply independent of any prior,

concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10. 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.

11. Damages: In the event that CONSULTANT fails to complete an assigned Task, together with all documents and supplemental material required hereunder, in form to the reasonable satisfaction of CITY, within the time set forth in the notice to proceed, 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 N/A dollars (\$000.00) 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.

12. Independent Contractor: CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of

the CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section..

13. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover



attorneys' fees, experts' fees and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

15. 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 the event of any inconsistency between this document and any of the Exhibits, the provisions of this document shall govern over the Exhibits.

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

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_

CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## City of Brea

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### FINANCE COMMITTEE COMMUNICATION

**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 05/29/2018

**SUBJECT:** Amendment No. 2 to Cooperative Agreement between the City of Brea and Caltrans for the SR 57/Lambert Road Interchange Project, Project 7251

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### **RECOMMENDATION**

Approve Amendment No. 2 to the Cooperative Agreement between the City of Brea and Caltrans and authorize the City Manager to execute Amendment No. 2.

### **BACKGROUND/DISCUSSION**

The State Route (SR) 57 & Lambert Road Interchange Improvements (Project), Project 7251, was initiated in 1999 between the City of Brea and the State of California Department of Transportation (Caltrans) to address traffic congestion on Lambert Road at the SR 57 interchange and at the adjacent intersection of Lambert Road and State College Boulevard. In 2007, the Project Study Report was completed and the Project was formally programed in the City's 2008 Capital Improvement Program (CIP) budget as well as Caltrans' annual budget.

In 2009, the City and Caltrans entered into a Cooperative Agreement for the Project to complete the Project Approval and Environmental Development (PA&ED), Right-Of-Way (R/W), and Plans, Specifications, and Estimate (PS&E) Phases. The PA&ED Phase was completed in November 2015, with the approval of the Project Report and Environmental Document. As part of the PA&ED, the preferred Project Alternative 7A was selected, which proposes to add a northbound loop on-ramp & realign northbound off-ramp; widen southbound ramps and bridge over the railroad; convert southbound exit ramp to a two (2) lane exit and widen Lambert Road from west State College.

Since November 2015, the City along with Parsons (Design Consultant) have been working with Caltrans to complete the PS&E Phase. In December 2016, the 65% plans and estimate were completed for the entire Project, with some modifications to the design. Soon thereafter, the Project was separated out into four (4) phases due to construction funding constraints, with the focus on completing the PS&E Phase for the Phase 1 Project. Phase 1 construction will add the northbound loop on-ramp & realign northbound off-ramp and modify the existing northbound on-ramp north of Lambert Road (East of SR 57). Phase 2 will convert the southbound off-ramp to a two (2) lane exit. Phase 3 will widen the southbound on-ramp and bridge over the railroad. This phase will also widen Lambert Road west of the southbound ramps. The final Phase 4 includes widening of Lambert Road and SR 57 bridge modification on the east side of the freeway, which is part of the Caltrans/OCTA Truck Climbing Lane Project.

Phase 1 was substantially completed in August of 2017 and the R/W Acquisition Phase for the project was initiated. The Project will involve a full take and several partial takes. The construction of Phase 1 will require the full acquisition of the existing Carwash on Lambert Road, including a partial acquisitions with the adjacent properties east of the Carwash and Olen Point property on the north side of Lambert Road. Phases 2 and 3 construction also require R/W; however, all parcels affected in Phases 2 and 3 are owned by the City and OCTA. No R/W take is anticipated for the Phase 4 construction, other than some potential utility relocations.

During the initiation of the R/W Phase with Caltrans, it was noted that the current Cooperative Agreement specifies that the Resolution of Necessity (RON), with respect to the use of eminent domain to acquire the required property shall be heard by the California Transportation Commission (CTC). Since the City will be the lead agency completing the R/W Acquisition Phase as well as for the Design and Construction Phases, Caltrans requested that this provision of the Cooperative Agreement be amended to reflect the lead agency role. Therefore, on October 3, 2017, the City Council approved Amendment No. 1 to the Cooperative Agreement that provides the required language, which was executed by the City Manager.

In November 2017, staff from Caltrans, OCTA, and the City began discussions on funding the entire Project using various funding sources from the United States Department of Transportation's Infrastructure for Rebuilding America (INFRA) competitive grant program and the California State Transportation's Trade Corridor Enhancement Program (TCEP). Therefore, the collective group decided to hold the Phase 1 PS&E submittal at the substantial completion stage and to look into completing the overall Project PS&E (Phases 1-4) as one bid package with the intent to seek funding to construct the entire Project. Furthermore, it was suggested that Caltrans would be the more appropriate agency to take the lead on this effort and Advertise, Award, and Administer (AAA) the construction contract, with City oversight.

In November 2017 and January 2018, OCTA and Caltrans submitted the appropriate documentation for both grant programs with an estimated total construction and construction engineering cost of \$77 million. This cost estimate included the additional work related to the Phase 4 bridge widening truck climbing lanes component; the added sound walls along the north and south bound on-ramps; some modifications to the retaining walls at the south bound off-ramp; design updates based on the Caltrans Standard Specifications and Plans; and Caltrans AAA costs. It is anticipated that the final decision with respect to grant notifications for the OCTA INFRA grant application (\$25 M) will be in the summer of 2018. On May 16, 2018, the CTC approved the TCEP grant application (\$65.7M). Additionally, the City was successful in obtaining grant acceptance for \$12 M from OCTA through the Competitive Measure M2 grant program to fund the construction of the Phase 1 portion of the Project. It is anticipated that this grant will be awarded by the OCTA Board at their June 2018 meeting.

As stated previously, Caltrans will be taking the lead to AAA the overall Project. This lead role responsibility requires the Cooperative Agreement to be amended to reflect this change, which was prepared by Caltrans within an Amendment No. 2 document (see Cooperative Agreement Amendment No. 2). Also, Caltrans updated other items within the original Cooperative Agreement to reflect the current status of the Project. Staff and City Attorney reviewed the Amendment No. 2 document and has approved as to form for City Council's

approval.

### **SUMMARY/FISCAL IMPACT**

The PA&ED, PS&E, and R/W Phases of the Project are currently funded within the 2017 Capital Improvement Program up to Fiscal Year (FY) 2017-18 with Fund 540 (Traffic Impact) (\$6,020,895), Federal Grant (\$924,099), and OCTA Measure M Grants (\$6,856,200). This Amendment No. 2 proposes a cost associated with Caltrans and their Office Engineer of \$400,000 to complete the final review of the 100% PS&E. This cost is included in the FY 2017-18 budget and will be funded by Fund 540. Therefore, there are no General Funds being used for the Project and approving Amendment No. 2 to the Cooperative Agreement does not impact the approved FY 2017-18 budget.

The current Cooperative Agreement with Amendment No. 1 specifies that the City will AAA the Construction Phase of the Project; however, with the recent appropriations of TCEP funding for the Construction Phase of the Project from the CTC at their May 16, 2018 meeting, Caltrans and City staff determined that Caltrans would be the more appropriate lead agency to AAA the Project. Hence, Amendment No. 2 to the Cooperative Agreement was developed, with review by the City Attorney's office that provides the required lead role and responsibility modification as well as updated language that reflects the current status of the Project. Therefore, staff recommends the City Council consider approving Amendment No. 2 and authorizing the City Manager to execute said document. Once signed, the partially executed Amendment No. 2 will be submitted to Caltrans for final execution with one fully executed document provided back to the City Clerk.

### **RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Steve Kooyman, P.E., City Engineer

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

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### **Attachments**

Cooperative Agreement Amendment No. 2

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**AMENDMENT NO. 2 TO AGREEMENT 12-617**

THIS Amendment No. 2 to Agreement (AMENDMENT), entered into and effective on \_\_\_\_\_, 2018, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

**City of Brea**, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as **CITY**.

**RECITALS**

1. CALTRANS and CITY collectively referred to as PARTIES, entered into Agreement No. 12-617, (AGREEMENT) on September 24, 2009, defining the terms and conditions for reconfiguration of existing diamond interchange to loop ramp, add southbound lane on Lambert off-ramp, referred to as PROJECT.
2. PARTIES entered into Amendment No. 1 to AGREEMENT on October 26, 2017 to have CITY hear and adopt Resolution of Necessity instead of CALTRANS.
3. PARTIES now seek:
  - To amend the post mile reference on the header to correspond with the PS&E post mile project limit.
  - To add landscaping clause
  - To revert the Advertise and Award responsibility from the CITY to CALTRANS.
  - To update the termination clause

**IT IS THEREFORE MUTUALLY AGREED:**

1. The post mile 19.89/21.2 referenced on the header of AGREEMENT is amended to 20.3/21.6
2. Article 7A is added to the AGREEMENT to read as follows:

“7A. Landscaping will be done in a separate project and cooperative agreement.”
3. Article 64 of the AGREEMENT is replaced in its entirety to read as follows:

“64. CALTRANS will be responsible for completing the 255.20, 260, and 265 activities (Advertise and Award) as shown in the Scope Summary.”

The Advertise and Award cost for the District Office of Engineer (DOE) shall not exceed \$400,000. CALTRANS will invoice CITY for a \$200,000 initial deposit after execution of this AGREEMENT and \$150,000 thirty (30) working days prior to the commencement of PS&E to DOE. CITY will pay the final invoice, thirty (30) working days upon receipt of final invoice, for the actual costs expended by the DOE not to exceed amount of \$400,000. The final invoice shall depict the actual DOE expenses from the execution of the AGREEMENT.

4. Article 114 of the AGREEMENT is replaced in its entirety to read as follows:  
  
“114. PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.”
5. A Revised Scope Summary is attached and made a part of the AGREEMENT. Any reference to the Scope Summary in the AGREEMENT is deemed to refer to the Revised Scope Summary attached herein.
6. A revised Funding Summary and a new Spending Summary are added as attached and made a part of the AGREEMENT. Any reference to the Funding Summary and Spending Summary in the AGREEMENT is deemed to refer to the Funding Summary and Spending Summary attached herein.
7. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
8. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

**SIGNATURES**

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF  
TRANSPORTATION

CITY OF BREA

By: \_\_\_\_\_  
Adnan Maiah  
Acting District 12 Director

By: \_\_\_\_\_  
Bill Gallardo  
City Manager

VERIFICATION OF FUNDS &  
AUTHORITY:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Neda Saber  
District Budget Manager

By: \_\_\_\_\_  
James Markman  
City Attorney

CERTIFIED AS TO FINANCIAL  
TERMS AND POLICIES:

By: \_\_\_\_\_  
Gina Schumacher  
HQ Accounting Supervisor

Attest: \_\_\_\_\_  
City Clerk



**REVISED SCOPE SUMMARY**

4	5	6	7	8	Description	CALTRANS	CITY	N/A
2					<b>Project Approval and Environmental Document (PA&amp;ED) - 160, 165, 175, 180, 205</b>	X	X	
	160				Perform Preliminary Engineering Studies and Draft Project Report	X	X	
		05			Updated Project information		X	
		10			Engineering Studies		X	
		15			Draft Project Report		X	
		20			Engineering and Land Net Surveys		X	
		30			Environmental Study Request (ESR)		X	
		40			NEPA Delegation	X		
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies		X	
	165				Perform Environmental Studies and Prepare Draft Environmental Document	X	X	
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document		X	
		10			General Environmental Studies		X	
		15			Biological Studies		X	
		20			Cultural Resource Studies		X	
			05		Archaeological Survey		X	
				05	Area of Potential Effects/Study Area Maps		X	
				10	Native American Consultation		X	
				15	Records and Literature Search		X	
				20	Field Survey		X	
				25	Archaeological Survey Report		X	
				99	Other Archaeological Survey Products		X	
			10		Extended Phase I Archaeological Studies		X	
				05	Native American Consultation		X	
				10	Extended Phase I Proposal		X	
				15	Extended Phase I Field Investigation		X	
				20	Extended Phase I Materials Analysis		X	
				25	Extended Phase I Report		X	
				99	Other Phase I Archaeological Study Products		X	
			15		Phase II Archaeological Studies		X	
				05	Native American Consultation		X	
				10	Phase II Proposal		X	
				15	Phase II Field Investigation		X	
				20	Phase II Materials Analysis		X	
				25	Phase II Report		X	

			99	Other Phase II Archaeological Study Products		X	
		20		Historical and Architectural Resource Studies		X	
			05	Preliminary Area of Potential Effects/Study Area Maps for Architecture		X	
			10	Historic Resources Evaluation Report - Archaeology		X	
			15	Historic Resource Evaluation Report - Architecture (HRER)		X	
			20	Bridge Evaluation		X	
			99	Other Historical and Architectural Resource Study Products		X	
		25		Cultural Resource Compliance Consultation Documents		X	
			05	Final Area of Potential Effects/Study Area Maps		X	
			10	PRC 5024.5 Consultation		X	
			15	Historic Property Survey Report/Historic Resources Compliance Report		X	
			20	Finding of Effect		X	
			25	Archaeological Data Recovery Plan/Treatment Plan		X	
			30	Memorandum of Agreement		X	
			99	Other Cultural Resources Compliance Consultation Products		X	
		25		Draft Environmental Document or Categorical Exemption/Exclusion	X	X	
			10	Section 4(F) Evaluation		X	
			20	Environmental Quality Control and Other Reviews	X		
			25	Approval to Circulate Resolution	X		
			30	Environmental Coordination		X	
			99	Other Draft Environmental Document Products		X	
		30		NEPA Delegation	X		
		45		Required Permits During PA&ED Development		X	
		50		Permits During PA&ED Development		X	
	175			Circulate Draft Environmental Document and Select Preferred Project Alternative Identification		X	
	180			Prepare and Approve Project Report and Final Environmental Document	X	X	
		05		Final Project Report		X	
		10		Final Environmental Document	X	X	
			05	Approved Final Environmental Document	X		
			25	Statement of Overriding Considerations	X		
			30	CEQA Certification	X		
			40	Section 106 Consultation and MOA	X		
			45	Section 7 Consultation	X		
			50	Final Section 4(F) Statement	X		
			55	Floodplain Only Practicable Alternative Finding	X		
			60	Wetlands Only Practicable Alternative Finding	X		
			65	Section 404 Compliance	X		

			70	Mitigation Measures	X		
		10		Public Distribution of Final Environmental Document and Respond To Comments		X	
		15		Final Right of Way Relocation Impact Document		X	
		99		Other Final Environmental Document Products		X	
	15			Completed Environmental Document	X	X	
		05		Record of Decision (NEPA)	X		
		10		Notice of Determination (CEQA)	X		
		20		Environmental Commitments Record		X	
		99		Other Completed Environmental Document Products		X	
	20			NEPA Delegation	X		
	205			Obtain Permits, Agreements, and Route Adoptions		X	
3				<b>Plans, Specifications, and Estimates (PS&amp;E) – 185, 230, 235, 240, 250, 255, 260, 265</b>	X	X	
	185			Prepare Base Maps and Plan Sheets for PS&E Development		X	
	230			Prepare Draft Plans, Specifications, and Estimates		X	
	235			Mitigate Environmental Impacts and Clean Up Hazardous Waste		X	
	240			Draft Structures Plans, Specifications, and Estimates		X	
	250			Final Structures PS&E Package		X	
	255			Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X	X	
		05		Circulated and Reviewed Draft District Plans, Specifications, and Estimates Package		X	
		10		Updated Plans, Specifications, and Estimates Package		X	
		15		Environmental Re-Evaluation		X	
		20		Final District Plans, Specifications, and Estimates Package	X		
		25		Geotechnical Information Handout		X	
		30		Materials Information Handout		X	
		35		Construction Staking Package and Control		X	
		40		Resident Engineer's Pending File		X	
		45		NEPA Delegation		X	
		50		Secured Lease for Resident Engineer Office Space or Trailer		X	
		55		Contractor Outreach		X	
		65		Right of Way Certification Document		X	
		70		Right of Way Engineering Products		X	
		75		Upgraded/Updated Right of Way Certification Document		X	
		95		Right of Way Certification Activity		X	
	260			Contract Bid Documents Ready to List	X		
	265			Awarded and Approved Construction Contract	X		
		50		Contract Ready for Advertising	X		
		55		Advertised contact	X		

		60		Bids Opened	X		
		65		Contract Award	X		
		70		Executed and Approved contract	X		
		75		Independent Assurance	X		
4				<b>Right of Way (R/W) – 195, 200, 220, 225, 245, 300</b>	X	X	
	195			Right of Way Property Management and Excess Land		X	
	200			Utility Relocation		X	
		15		Approved Utility Relocation Plan		X	
		20		Utility Relocation Package		X	
		25		Utility Relocation Management		X	
		30		Utility Close Out		X	
		99		Other Utility Relocation Products		X	
	220			Right of Way Engineering		X	
			05	Existing Land Net		X	
			10	Land Net Map		X	
			15	Right of Way Maps		X	
			20	Acquisition Documents		X	
			25	Documents to Convey Property Rights		X	
			35	Field Located Right of Way		X	
	225			Obtain Right of Way Interests for Project Right of Way Certification		X	
		50		Parcel and Project Documentation		X	
		55		Right of Way Interests		X	
			05	Right of Way Appraisals		X	
			10	Right of Way Acquisition		X	
			15	Right of Way Relocation Assistance		X	
			20	Right of Way Clearance		X	
			25	Right of Way Condemnation		X	
	245			Post Right of Way Certification Work		X	
	300			Final Right of Way Engineering		X	
		05		Right of Way Monumentation		X	
		10		Trail Exhibits and Testimony		X	
3		25		Relinquishment and Vacation Maps		X	
		30		Deed Package for Excess Land Transactions		X	
3		35		Right of Way Record Map		X	

**FUNDING SUMMARY**

Funding Source	Funding Partner	Fund Type	PA&ED	PS&E	R/W Support	Subtotal Support	Subtotal Capital	Total Funds Type
FEDERAL	CITY	DEMO (TEA)	\$0	\$924,000	\$0	\$924,000	\$0	\$924,000
LOCAL	CITY	City (MATCHING)	\$1,000,000	\$4,776,000	\$0	\$5,776,000	\$0	\$5,776,000
LOCAL	CITY	City	\$0	\$400,000	\$0	\$400,000	\$0	\$400,000
		Subtotals by Component	\$1,000,000	\$6,100,000	\$0	\$7,100,000	\$0	\$7,100,000

**SPENDING SUMMARY**

Funding Source	Funding Partner	Fund Type	PA&ED		PS&E Support		Total Funds Type
			CALTRANS	CITY	CALTRANS	CITY	
FEDERAL	CITY	DEMO (TEA)	\$0	\$0	\$0	\$924,000	\$924,000
LOCAL	CITY	City (MATCHING)	\$0	\$1,000,000	\$0	\$4,776,000	\$5,776,000
LOCAL	CITY	City	\$0	\$0	\$400,000	\$0	\$400,000
		Subtotals by Component	\$0	\$1,000,000	\$400,000	\$5,700,000	\$7,100,000

**City of Brea**

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**FINANCE COMMITTEE COMMUNICATION**

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**TO:** Finance Committee Members  
**FROM:** Bill Gallardo  
**DATE:** 05/29/2018  
**SUBJECT:** Upgrade of Existing Internet Service

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**RECOMMENDATION**

Approve the internet service upgrade.

**BACKGROUND/DISCUSSION**

The City of Brea currently receives all of our telecommunications (Telco) and internet service from AT&T. These services are extremely reliable with the industry's highest service availability (uptime) at a competitive rate (CalNet3 pricing or better) that has allowed the City of Brea to make effective use of online access. Technology is driving the City's demand for increased internet speed throughout the organization, and our existing level of service is becoming less adequate for meeting our organizational needs. Upgrading our existing AT&T service is the most cost-effective way to provide the needed bandwidth increase as our network and Telco infrastructure is built on AT&T's Internet Protocol (IP) platform.

Over the years the demand for internet speed has increased in all industries including local government. This is due to a greater use of web-based applications, hosted solutions, video conferencing, webinars and general online research that is done on a daily basis. To keep up with this demand, we are proposing to upgrade our existing internet service of 100Mbps (megabits per second) to a 250Mbps connection. By renegotiating a new two year agreement with AT&T, we not only secure upgraded service, but we also benefit from a reduced rate resulting in cost savings.

**SUMMARY/FISCAL IMPACT**

City staff recommends upgrading the existing internet service to 250Mbps, ensuring faster high speed access for existing applications and future demands.

The cost of our existing two-year agreement for internet service is \$36,541.20 (18,270.60 annually). Our reduced rate with this new two-year agreement, would be \$30,739.20 (\$15,369.60 annually) plus a one-time installation fee of \$750. Over a two-year period this represents a savings of \$5,052. The funding for this expenditure will continue to come from the Information Technology Internal Service Fund Account 475-14-1471-4212.

**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Randy Hornsby, IT Manager

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**Attachments**

Quote

Pricing Schedule

Agreement

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# AT&T

Solution Design Quote Prepared For:

1 Civic Center Circle Brea, CA 92821

Solution	Qty	Monthly Charges	Wiring
			Pre-Configured Router is Provided.  One-time \$750 Installation Fee.
250 MBPS x 250 MBPS AT&T Dedicated Internet with managed router - Data Only <i>MIS Express Promotion</i>	1	\$1,280.80	
This quote is good for 30 days.	Not including taxes		

### Important Options and Information

Two or three year term available.

90-120 days to implement

Award Winning Business Direct Online (billing) Portal

First Month Bill is Pro-Rated

Taxes and fees are additional

24 x 7 x 365 Monitoring and Support

### Included Features and Benefits

Fully Managed Internet Service including Router

Taxes Approx. 10%

Redundant Fiber Network

Fortune 500 Corporation

### Solution Design Details

Prepared For: City of Brea

Prepared By: AT&T



AT&T Dedicated Internet Service includes the following:

- Service is proactively managed and monitored 24x7x365 when ordered with Managed Router
- Pricing includes access to AT&T's award winning Business Direct web portal
- Customer required to maintain analog line dedicated for each router for testing, diagnostics, troubleshooting, etc... if Managed Router selected
- Pricing includes installation of service to MPOE only (customer responsible for Inside Wiring)
- Pricing does not include taxes/surcharges
- Service Includes 15 Primary & 15 Secondary DNS at no additional cost
- Requests for additional Static IP's is at No Charge.
- **Speeds of 150 Mbps and above will have Optical Handoff with either Single-Mode Fiber (SMF) or Multi-Mode Fiber (MMF)**

\*\*\*This quote does not include construction costs. Based on a preliminary lookup, the fiber service is available. If we uncover that there are required construction charges, we would provide that at which time you can decide if you would like to continue the order process.


**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
City of Brea Street Address: 1 CIVIC CENTER CIR FL 3 City: BREA State/Province: CA Zip Code: 92821-5792 Country: US	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Cliff Flaughner Title: Manager Street Address: 1 CIVIC CENTER CIR City: BREA State/Province: CA Zip Code: 92821-5792 Country: US Telephone: 714-671-4490 Email: cliff@ci.brea.ca.us	Name: SEAN SIMPSON Street Address: 1472 EDINGER AVE City: TUSTIN State/Province: CA Zip Code: 92780 Country: US Telephone: 714-651-9665 Fax: Email: ss6862@us.att.com Sales/Branch Manager: Perone SCVP Name: LED BADGED Sales Strata: Retail Sales Region: USA <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable) <input type="checkbox"/></b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

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## AT&T DEDICATED INTERNET PRICING SCHEDULE

### 1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a> (see ADI Express)
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>
AT&T Cloud Web Security Service	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/cwss">http://serviceguidenew.att.com/sg_flashPlayerPage/cwss</a>
AT&T Wi-Fi Enterprise	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/AWS">http://serviceguidenew.att.com/sg_flashPlayerPage/AWS</a>
AT&T Distributed Denial of Service	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/SNG">http://serviceguidenew.att.com/sg_flashPlayerPage/SNG</a>
AT&T Premises Based Firewall Service	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MSS">http://serviceguidenew.att.com/sg_flashPlayerPage/MSS</a>
AT&T Collaborate™	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/COLLAB">http://serviceguidenew.att.com/sg_flashPlayerPage/COLLAB</a>

### 2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

<b>Pricing Schedule Term</b>	<b>24 months</b>
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

### 3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term
Per site†	\$250*	Longer of 12 Months or until the end of Pricing Schedule Term

†Applies to AT&T Collaborate only.

\*This charge applies in lieu of the applicable percentage set forth for termination charges in the Master Agreement.

### 4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

### 5. RATES

#### Section I: AT&T Dedicated Internet

**Table 1: ADI Self – Installation**

**Discount: 100%**

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router	Undiscounted ADI w/ Virtual Router
Ethernet	\$1,500	\$1,500.00**	\$0.00

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

AT&T and Customer Confidential Information

Page 2 of 6

### AT&T DEDICATED INTERNET PRICING SCHEDULE

**Table 2: On-Site Installation****Discount: 50%**

ADI Speed	Undiscounted ADI w/ Managed Router Only
Ethernet	\$1,500.00

**Table 3: Flat Rate and Flexible Bandwidth Billing Option – Ethernet (2 Mbps to 1 Gbps) - Group 1, 2, and 3**

Available bandwidth levels are subject to qualification at time of each order and may vary for ADI ports/access ordered with or without the ADI on Demand option

Bandwidth	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 2	Discounted Ethernet Access Monthly Fee Group 3	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
				Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	
2 Mbps	\$400.00	\$500.55	\$603.64	\$260.00	\$388.00	\$355.00
4 Mbps	\$400.00	\$500.55	\$603.64	\$262.00	\$390.00	\$325.00
5 Mbps	\$400.00	\$500.55	\$603.64	\$263.00	\$391.00	\$270.00
8 Mbps	\$400.00	\$500.55	\$603.64	\$266.00	\$394.00	\$235.00
10 Mbps	\$400.00	\$500.55	\$603.64	\$268.00	\$396.00	\$198.00
20 Mbps	\$420.00	\$643.26	\$712.23	\$449.00	\$577.00	\$144.25
50 Mbps	\$524.00	\$805.14	\$891.09	\$813.00	\$955.00	\$95.50
100 Mbps	\$604.00	\$1,015.30	\$1,155.25	\$1,400.00	\$1,555.00	\$77.75
150 Mbps	\$610.00	\$1,199.90	\$1,376.75	\$1,800.00	\$1,965.00	\$65.50
250 Mbps	\$900.00	\$1,667.08	\$1,868.68	\$2,150.00	\$2,240.00	\$44.80
400 Mbps	\$1,100.00	\$2,159.82	\$2,464.02	\$2,700.00	\$3,380.00	\$42.25
500 Mbps	\$1,100.00	\$2,533.28	\$2,922.53	\$3,500.00	\$4,325.00	\$43.25
600 Mbps	\$1,100.00	\$2,815.86	\$3,251.46	\$4,096.00	\$4,840.00	\$40.33
1000 Mbps	\$1,400.00	\$2,999.75	\$3,505.55	\$4,505.00	\$5,620.00	\$28.10
Discount:				83%	83%	83%

**Table 4: Flexible Bandwidth Billing Option – Ethernet (2 Gbps to 10 Gbps) – Group 1, 2, 3, and 4**

Available bandwidth levels are subject to qualification at time of each order and may vary for ADI ports/access ordered with or without the ADI on Demand option.

Bandwidth	10 Gbps Discounted Ethernet Access Monthly Fee Group 1	10 Gbps Discounted Ethernet Access Monthly Fee Group 2	10 Gbps Discounted Ethernet Access Monthly Fee Group 3	10 Gbps Discounted Ethernet Access Monthly Fee Group 4	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
					Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	
2 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$9,091.00	\$12,276.00	\$30.69
3 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$13,309.00	\$17,981.00	\$29.97
4 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$16,015.00	\$21,591.00	\$26.99
5 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$18,196.00	\$24,553.00	\$24.55
6 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$21,309.00	\$28,768.00	\$23.97
7 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$24,218.00	\$32,727.00	\$23.38
8 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$26,953.00	\$36,387.00	\$22.74
9 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$28,931.00	\$39,069.00	\$21.71
10 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$30,909.00	\$41,716.00	\$20.86
Discount:					83%	83%	83%

AT&T and Customer Confidential Information

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### AT&T DEDICATED INTERNET PRICING SCHEDULE

**Table 5: Flat Rate and Usage Based Billing Option – Ethernet (20 Gbps to 100 Gbps) – Group 1 and 4**

Available bandwidth levels are subject to qualification at time of each order and may vary for ADI ports/access ordered with or without the ADI on Demand option.

Bandwidth	Ethernet Access Speed	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 4	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
				Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	
20 Gbps	40 Gbps	\$20,103.65	NA	\$39,766.00	\$49,999.00	\$2.00
30 Gbps	40 Gbps	\$20,103.65	NA	\$49,237.00	\$67,242.00	\$2.00
40 Gbps	40 Gbps	\$20,103.65	NA	\$62,871.00	\$84,485.00	\$2.00
70 Gbps	100 Gbps	\$31,043.55	NA	\$84,800.00	\$112,799.00	\$1.35
100 Gbps	100 Gbps	\$31,043.55	NA	\$104,174.00	\$136,595.00	\$1.35
<b>Discount:</b>				<b>83%</b>	<b>83%</b>	<b>83%</b>

**Table 6: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Fees**

The Class of Service option is not available for ADI ports/access ordered with the ADI on Demand option.

**Discount: 100%**

Speed	Undiscounted ADI w/ or w/o Managed Router Monthly Service Fee*
9.01 to 10.0 Mbps	\$825.00
15.01 - 20.0 Mbps	\$1,325.00
45.01 – 155 Mbps	\$5,000.00
200 - 250 Mbps	\$5,400.00

\*Applies to ADI Express Only and Charges waived for Sites with AT&T BVoIP Service

**Table 7: Class Of Service Option - Installation Fees**

**Discount: 100%**

<b>Class of Service Undiscounted Installation Fee*</b>	\$1,000.00
--	------------

\*Charges waived for Sites with AT&T BVoIP Service

#### Section III: Additional Service Fees

<b>Moving Fee (during hours)</b>	\$1,000 per location
<b>Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)</b>	Additional \$500.00 per location

#### Section IV: AT&T Business in a Box®

AT&T Business in a Box® is not available for ADI ports/access ordered with the ADI on Demand option.

**Discount: 100.00%**

Option	Undiscounted Monthly Fee*
Base Unit NextGen	\$75.00
Base Unit 12 Port	\$75.00
8 Port Analog Module Add-On	\$40.00

\* Pricing also applies to Service locations in Alaska

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****Discount: 0%**

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price*
Move, Addition, Change to Service	\$260.00
Delete Service	\$500.00

\* Pricing also applies to Service locations in Alaska

**Class Of Service Option - when ordered with AT&T BVoIP Services only****Discount: 100%**

<b>Class of Service Undiscounted Monthly Service Fee</b>	\$225*
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\*Pricing also applies to Service locations in Alaska

**Section V: AT&T Cloud Based Web Security**

No discounts apply

<b>AT&amp;T Cloud Web Security Service per port (10 users) Rate</b>	\$30.00
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**Section VI: AT&T Wi-Fi Enterprise:**

No discounts apply

<b>AT&amp;T Wi-Fi Enterprise per AP per month Rate</b>	\$30.00
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**Section VII: AT&T Distributed Denial of Service – Reactive Service**

No discounts apply

Service Component (Service Level)	Monthly Recurring Charge Per Circuit
Reactive service supporting from 10Mbps up to but not including 100Mbps circuit	\$98.00
Reactive service supporting from 100Mbps up to 1Gbps circuit	\$301.00

**Section VIII: AT&T Distributed Denial of Service – Mitigation Usage Charges**

No discounts apply

Service Component	Usage Charge per Occurrence
Mitigation	\$497.00

**Section IX: AT&T Premises Based Firewall Service – Small Business – Fortinet**

No discounts apply

Service Component	Monthly Recurring Charge Per Seat
AT&T Premises-Based Firewall - Small Business - Essential	\$198.00
AT&T Premises-Based Firewall - Small Business - Standard	\$330.00

**Section X: AT&T Collaborate****Table 1: AT&T Collaborate System License Fee**

No Discounts apply

AT&T Collaborate Feature Name	Monthly Recurring Charge
	<b>Per Seat</b>
Basic Voice Seat	\$26.00
Enhanced Voice Feature Bundle	\$5.00
Unified Communication Bundle	\$8.00
Shared Workspace Bundle	\$8.00

**AT&T and Customer Confidential Information**

Page 5 of 6

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

	<b>Per Unit</b>
Contact Center Bundle (2 Supervisors and 10 Agents)	\$518.00
Auto Attendant	\$19.00
Receptionist Web Console	\$26.00
Pre-alerting Announcement	\$8.00
Contact Center Agent with Web Clients*	\$49.00
Contact Center Supervisor with Web Clients*	\$64.00
*Contact Center Agent with Web Clients and Contact Center Supervisor with Web Clients are add-on features. Customer must purchase Contact Center Bundle to purchase these features.	

**Table 2: AT&T Collaborate Equipment Fee**

No discounts apply

<b>Type of Equipment</b>	<b>Non-Recurring Charges Per Device</b>
EdgeMarc 250 IAD	\$169.00
EdgeMarc 3700 Intelligent Edge	\$195.00
Adtran NetVanta 1234 24-port	\$345.00
Adtran NetVanta 1238P 48-port	\$943.00
Polycom SoundStation IP 6000	\$669.00
Polycom SoundStation IP 7000	\$942.00
Polycom VVX 300	\$136.00
Polycom VVX 301	\$136.00
Polycom VVX 310	\$143.00
Polycom VVX 311	\$143.00
Polycom VVX 400	\$188.00
Polycom VVX 401	\$188.00
Polycom VVX 410	\$195.00
Polycom VVX 411	\$195.00
Polycom VVX 500	\$266.00
Polycom VVX 501	\$266.00
Polycom VVX 600	\$331.00
Polycom VVX 601	\$331.00
Polycom VVX Camera. For use with the VVX 500 and VVX 600	\$143.00
Polycom VVX Color Exp Module for VVX 300, 310, 400, 410, 500 and 600	\$253.50
Polycom RealPresence Trio 8800 IP conf. phone w built-in Wi-Fi	\$1,040.00
Yealink-W56P (Cordless)	\$130.00
Yealink-W56H (Cordless)	\$84.00
Yealink-T40P (Entry level)	\$97.00
Yealink-T46G (Mid-level)	\$182.00
Yealink EXP40 (Expansion accessory)	\$110.00

**Table 3: AT&T Collaborate Installation Fee**

No discounts apply

<b>Non-Recurring Billing Element</b>	<b>Non-Recurring Charge Per Device</b>
Equipment Installation and Shipping	\$151.00



## AT&T Multi-Service Agreement

This Multi-Service Agreement is between the customer ("Customer") and the AT&T Affiliate ("AT&T") identified on Customer's applicable Pricing Schedule (each a "Party") and is effective when accepted by the Parties ("Effective Date").

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <http://www.business.att.com/agreement> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable Pricing Schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at [www.att.com/aup](http://www.att.com/aup) ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the provisions of this MSA and the BSA, the provisions of this MSA take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

**ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

**Services:** "Service" or "Services" means all products and services, domestically and internationally, (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

**Execution by Affiliates:** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

**License and Other Terms:** Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term:** Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

**MARC:** Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**Termination and Termination Charges:** Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component,





## AT&T Multi-Service Agreement

respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

**Billing and Disputes:** If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

**Purchased Equipment:** Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

**Privacy:** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

**Trademarks and Publicity:** Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

**Governing Law:** Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

City of Brea

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**FINANCE COMMITTEE COMMUNICATION**

**FROM:** Bill Gallardo

**DATE:** 05/29/2018

**SUBJECT:** Fiscal Year 2018-19 Refuse Rates - Informational (Faith Madrazo)

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**Attachments**

Refuse Rate Memo

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CITY OF BREA

ADMINISTRATIVE SERVICES DEPARTMENT  
PUBLIC WORKS DEPARTMENT

Memorandum

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Date: May 29, 2018  
To: Finance Committee  
From: Cindy Russell, Administrative Services Director  
Tony Olmos, Public Works Director  
By: Faith Madrazo, Revenue & Budget Manager  
Subject: **Refuse Rates for Fiscal Year 2018-19 – Informational**

The contractual relationship with Republic Services a.k.a. Brea Disposal (BDI) requires the Public Works Director to review and administratively modify the refuse rates effective July 1 each year. The refuse rate adjustments have traditionally been shared with the Finance Committee.

The agreement calls for a commitment to pass on 90% of the December Consumer Price Index (CPI). The December 2017 CPI index for the Los Angeles-Riverside-Orange County was 3.61% resulting in an application of a 3.25% increase to various components of the refuse rates.

The components of the refuse rate subject to the 3.25% increase are:

- Refuse Collection (also includes bulky item)
- Recycling Collection & Yard Waste Collection

The components of the refuse rate subject to payment based on actual tonnage disposed are:

- Gate fees (per ton) paid to County landfill
- Transfer cost (per ton) of disposed waste to landfill
- Yard Waste Processing & Transfer cost of refuse from Republic Services to landfill

Other components of the refuse rate are:

- Recycling Revenue Credit & Franchise Fee
- City Public Works Costs
- Fuel Pricing Index

REFUSE RATE COMPONENTS						
REFUSE RATE CHANGES FOR FY 2018-19						
		JULY 1ST	JULY 1ST	INCREASE		%
		RATE	RATE	(DECREASE)		INCREASE
		FY 2017-18	FY 2018-19	ROUNDED		(DECREASE)
<b>Residential</b>						
Refuse Collection		\$5.34	\$ 5.51	\$ 0.17		3.18%
Recycling Collection		4.62	4.77	0.15		3.25%
Yard Waste Collection		2.42	2.50	0.08		3.31%
Landfill Disposal						
	Gate Fee	2.65	2.69	0.04		1.51%
	Transfer	1.21	1.24	0.03		2.48%
Yard Waste						
	Processing & Disposal	1.53	1.73	0.20		13.07%
Fuel Price Index		0.53	0.50	(0.03)		-5.66%
Rate Stabilization		-	-	-		0.00%
	Sub-Total	18.30	18.94	0.64		3.50%
Less: Recycling Revenue Credit		(0.65)	(0.50)	0.15		-23.08%
	Sub-Total	17.65	18.44	0.79		4.48%
Franchise Fee @ 10%		1.77	1.84	0.07		3.95%
	Sub-Total	19.42	20.28	0.86		4.43%
Public Works		0.84	0.86	0.02		2.38%
	TOTAL	\$ 20.26	\$ 21.14	\$ 0.88		4.34%

### **Recycling Revenue Credit**

Overall, recycling revenue has significantly decreased over the past couple years as the resale value of aluminum, glass, paper and cardboard products has declined. The recycling credit to customers decreased to \$0.50 per month. This City adjusted credit is based upon a five year average (2013-2017).

### **Fuel Pricing Index**

The Fuel Pricing Index component to the refuse rate is adjusted annually based on the cost of fuel and related products. The adjustment is based on the year to year change in the

December U.S. Bureau of Labor Statistics Producer Price Index –Commodities #2 Diesel Fuel & Liquefied Natural Gas.

The cost of fuel from 2016 to 2017 decreased. This results in a 5.66% decrease or \$0.03 less per month in the residential rate.

### **Collection, Disposal, and Transfer Components**

Black can refuse was 36.82 pounds last year and has slightly decreased to 36.60 pounds per can a week. This decrease in black can refuse decrease the processing and disposal costs to the customer and is reflected in the rate.

Yard waste increased from 16.85 to 18.51 pounds per can a week.

### **Extra Black Can**

There are 479 customers that currently receive an extra black can. The cost for the additional black can will increase \$0.25 from \$9.75 to \$10.00 per month.

### **Overall Residential Rate Increase**

The total amount of the rate increase effective July 1, 2018 is \$0.88 per month or (4.34%) from the current rate of \$20.26 to \$21.14.

### **Commercial Rate Increase**

The commercial monthly rates effective July 1, 2018 for the average customer with a 3 yard bin with once a week pick-up is \$148.40 per month, an increase of \$4.22 per month or 2.93%. Overall commercial rate increases are adjusted based on changes in the consumer price index and similar components such as landfill gate fees and disposal costs.