



City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, March 5, 2019

5:30 p.m. - Closed Session

6:15 p.m. - Study Session

7:00 p.m. - General Session

Christine Marick, Mayor

Marty Simonoff, Mayor Pro Tem

Cecilia Hupp, Council Member

Glenn Parker, Council Member

Steven Vargas, Council Member

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

Procedures for Addressing the Council

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

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

Special Accommodations

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

Important Notice

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

CLOSED SESSION
5:30 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

1. Public Comment

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

- 2. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.** Significant Exposure to Litigation: 1 potential case. Facts and Circumstances: Orange County Catholic Worker v. Orange County (Case No. 8-18-cv-00155 DOC (JDE))
- 3. Conference with Legal Counsel Pursuant to Government Code §54956.9(d)(2) – Stewart McCarroll v. City of Brea, WCAB ADJ9874378**
- 4. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8.**
Property: Birch Hills Golf Course
City of Brea Negotiators: City Manager Bill Gallardo and Public Works Director Tony Olmos
Negotiating Parties: Chevron Land and Development, Birch/Kraemer, LLC
Under Negotiation: Price and Terms

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

CALL TO ORDER / ROLL CALL - COUNCIL

- 5. Public Comment**
- 6. Clarify Regular Meeting Topics**

DISCUSSION ITEMS

- 7. City Council Agenda Item Requests During General Session**
- 8. Review of Communication from Commissions and Committees to City Council**

Attachments

REPORT

9. Council Member Report/Requests

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

CALL TO ORDER/ ROLL CALL - COUNCIL

- 10. Pledge of Allegiance: Boy Scout Troop 801
- 11. Invocation: Dan Cook, Brea Baptist Church
- 12. Proclamation: One Legacy
- 13. Report - Prior Study Session
- 14. Community Announcements
- 15. Matters from the Audience
- 16. Response to Public Inquiries - Mayor / City Manager

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

- 17. **Wildlife Management Plan - Coyotes** - Second Reading of Ordinance No. 1209 by title only and waive further reading of the Ordinance prohibiting feeding or making food available to non-domesticated animals and amending Title 6 of the Brea City Code.

Attachments

Ordinance

- 18. **Wildcatters Dog Parks Proposed Concept Plans** - Approve concept plans and direct staff to begin the process of preparing cost estimates and construction drawings.

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

CITY COUNCIL - CONSENT

19. **February 19, 2019 City Council Regular Meeting Minutes** - Approve.

Attachments

Draft Minutes

20. **Orange Avenue Pavement Improvements** - Authorize funding of \$90,000 from Capital Improvement Project No. 7903 for pavement improvements on Orange Avenue from Imperial Highway to Birch Street. There is no impact to the General Fund.

21. **Arovista Park Slope Improvements, CIP 7922** - Adopt Resolution No. 2019-014 to appropriate an additional \$91,859 from the Fixed Asset Replacement Fund, FARP (Fund 182) for Project Construction and Project Administration; and approve plans and specifications, receive bids, authorize Director of Public Works to award contract to Aramexx Group, Inc. in the amount of \$166,850.00 under public contract code alternative bidding procedures, and authorize Public Works Director or his designee to issue contract change orders up to a "not to exceed" amount of 15% of the contract.

Attachments

Proposal

Resolution

Plans

Specifications

Agreement

22. **February 22 and March 1, 2019 City Check Registers** - Receive and file.

Attachments

02-22-19 City Check Register

03-01-19 City Check Register

CITY/ SUCCESSOR AGENCY - CONSENT

23. **February 22, 2019 Successor Agency Check Register** - Receive and file.

Attachments

02-22-19 SA Check Register

ADMINISTRATIVE ANNOUNCEMENTS

24. City Manager

25. City Attorney

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/05/2019
SUBJECT: City Council Agenda Item Requests During General Session

RECOMMENDATION

City Council to review procedures regarding how future agenda items are requested during General Session at City Council Meetings.

BACKGROUND/DISCUSSION

At the January 15, 2019 City Council Meeting, the City Council amended its Code of Conduct regarding the protocol for City Council Member requests for future meeting agenda items. As a result of this revision, the City Council Code of Conduct allows an item to be placed on the agenda of a future meeting at the request of at least two City Council Members. Agenda requests may be made during City Council Study Sessions, under the agenda section titled "Council Member Reports/Requests".

The City Council Code of Conduct contains a section titled "Policies and Protocol Related to Conduct" that explains the request procedures. An excerpt from this section outlining the procedures is listed below:

Agenda Items

The Mayor and Mayor Pro Tem, in consultation with the City Manager, shall determine agenda items for City Council Meetings. However, to ensure all Council Member views are represented, study session agendas contain a section titled "Council Member Reports/ Requests". In addition to their reports, this portion of the meeting allows any Council Member to request an agenda item for a future meeting, and allows the City Council to have a short discussion on the request (but not on the substance of the item). Any request must include an explanation of the issue and the goal of the proposed Council discussion. If at least one other Council Member indicates support for the request at that time, then the item shall be placed on a future agenda. Upon support for the request, the Council will provide direction to staff on information that is desired to be presented when the item is placed on a future agenda. Additionally, with the advice of the City Manager and City Attorney, the Council will provide direction to staff on the type of meeting (regular or special) and the type of session (closed, study, or general) at which the item will be considered. The Mayor and Mayor Pro Tem shall schedule the item no later than 45 days following the request, unless the Council Member who requested the item consents to it being placed on the agenda of a later meeting.

Topics may arise during the General Session portion of City Council Meetings that the City Council may have an interest in discussing at a future meeting. However, currently, there is no

protocol in place to allow for future agenda requests to be made during General Session. Staff has proposed options for the Council's consideration to discuss alternative ways future agenda items requests can be made:

Option 1 - Create an agenda section titled "Council Member Reports/Requests" to be added to the General Session agenda. This item would be placed during the "Administrative Announcements" section towards the end of the meeting. Requests made during this section would mirror the same protocol currently in place for City Council Study Session agenda requests. In sum, this would allow the City Council to make agenda requests at both the Study Session and General Session portions of City Council Meetings.

Option 2 - Transfer the City Council Meeting agenda section titled "Council Member Reports/Requests" from the Study Session agenda to the General Session agenda. This item would occur during the agenda sections titled "Administrative Announcements" towards the end of the meeting. Requests currently being made during Study Session would be removed, and would require requests to be made during General Session only. In sum, the current agenda request procedures would remain unchanged, other than the transfer of the agenda section from Study Session to General Session.

Option 3 - No change to current City Council agenda request protocol.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Melissa Davis, Management Analyst I

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/05/2019

SUBJECT: Review of Communication from Commissions and Committees to City Council

RECOMMENDATION

City Council to review the current meeting frequency and communication methods for Arts in Public Places Committee; Cultural Arts Commission; Parks, Recreation, and Human Services Commission; Planning Commission; and Traffic Committee. Council to discuss if there should be any revision in the way in which these Commissions/Committees communicate meeting content to Council.

BACKGROUND/DISCUSSION

Brea City Council utilizes citizen volunteers acting in an advisory capacity through appointed Commissions and Committees. Each of these citizen groups plays an important role in the Brea community by making observations and bringing ongoing feedback to the Council Members. In efforts to examine the communication of citizen-led Commission/Committee meeting content to Council, the following meeting information and proposed Council options are presented below:

Information

Exhibit A, "Current Commission/Committee Meeting Frequency and Communication", shows a chart of meeting frequency and methods of communicating meeting agendas and minutes for the Arts in Public Places Committee; Cultural Arts Commission; Parks, Recreation, and Human Services Commission; Planning Commission; and Traffic Committee.

Options

Proposed options to amend the way meeting content is communicated to Council from the aforementioned Commissions and Committees:

Option 1 - Each Commission/Committee rotates in providing a brief periodic report at a Council Meeting.

Option 2 - Dropbox, or other electronic communication methods, should be used to inform Council of meeting agendas and minutes.

Option 3 - No change in current practices are needed.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Melissa Davis, Management Analyst I

Attachments

Commission/Committee Meeting Frequency and Communication

Exhibit A – Current Commission/Committee Meeting Frequency and Communication

Commission/ Committee	Meeting Frequency	Communication	
		Agenda	Minutes
Art in Public Places	As-Needed, 6-8 times/year	<p>Agenda packets are mailed to each Committee Member on the Thursday prior to each meeting.</p> <p>Agendas are posted online on the City website and hard copies are posted in appropriate locations.</p> <p>*Only in last-minute, time-sensitive cases, staff will e-mail out the Agenda to members, to expedite the information.</p>	<p>Each Agenda packet contains the Draft Minutes from the previous Meeting for approval.</p> <p>Once the Minutes are approved, they are posted on the City website.</p>
Cultural Arts Commission	Monthly, every 2 nd Wednesday	<p>Agenda packets are mailed to each Commissioner on the Thursday prior to each meeting.</p> <p>Agendas are also posted online on the City website and hard copies are posted in appropriate locations.</p> <p>*Only in last-minute, time-sensitive cases, staff will e-mail out the Agenda to members, to expedite the information.</p>	<p>Each Agenda packet contains the Draft Minutes from the previous Meeting for approval.</p> <p>Once the Minutes are approved, they are posted on the City website.</p>
Parks, Recreation, and Human Services Commission	Monthly, every 4 th Monday	<p>Agenda packets are mailed to each Commissioner on the Thursday prior to each meeting.</p> <p>Agendas are also posted online on the City website and hard copies are posted in appropriate locations.</p> <p>*Only in last-minute, time-sensitive cases, staff will e-mail out the Agenda to members, to expedite the information.</p>	<p>Each Agenda packet contains the Draft Minutes from the previous Meeting for approval.</p> <p>Once the Minutes are approved, they are posted on the City website.</p>

Exhibit A – Current Commission/Committee Meeting Frequency and Communication

Planning Commission	Monthly, every 4 th Tuesday	<p>Agendas are posted in the Planning Commission's Dropbox, on the City website, and hard copies are posted in the appropriate locations.</p> <p>Some Commissioners request Agendas to be e-mailed to them directly.</p>	<p>Draft Minutes needing approval are sent via a Staff Report in the Agenda.</p> <p>Minutes are approved during the "Public Hearing" portion of the meeting.</p> <p>Once Minutes are approved, they are posted on the City website.</p>
Traffic Committee	Monthly, every 3 rd Thursday	<p>Agendas are posted in the Traffic Committee's Dropbox, on the City website, and hard copies are posted in the appropriate locations.</p> <p>Additionally, Agendas are emailed out to the Committee Members and various City staff.</p>	<p>Draft Minutes from the previous meeting are sent out as part of the Agenda email to Committee Members and City staff.</p> <p>Once Minutes are approved, they are posted on the City website and in the Traffic Committee's Dropbox.</p>

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/05/2019
SUBJECT: Wildlife Management Plan - Coyotes

RECOMMENDATION

Adopt Ordinance No. 1209, prohibiting feeding or making food available to non-domesticated animals.

BACKGROUND/DISCUSSION

In 2018, the County of Orange hosted a forum in the City addressing coyotes in the community. Representatives from Orange County Animal Care and the California Department of Fish and Wildlife (CDFW) presented to a room filled with Brea citizens ways to keep their properties and pets safe from coyotes. One suggestion was the formation of a Wildlife Watch program where residents are trained by volunteers from CDFW to proactively address, prevent and manage nuisance wildlife issues in their own neighborhoods. Modeled after the well-known Neighborhood Watch program, Wildlife Watch partners residents with their city and county governments to identify and eliminate wildlife attractants. The program is sponsored by CDFW, but is ultimately run and maintained by a network of committed agencies, community groups and individuals who have completed the Wildlife Watch training.

Interest was expressed to form a Wildlife Watch program in Brea. Staff contacted CDFW to learn the steps needed to launch the program. That led to staff researching and writing a Coyote Management Plan specifically for Brea. The intent of the plan is to provide guidance for staff in dealing with coyotes in Brea. City strategy for managing coyotes is based on balancing respect and protection for wildlife and their habitats without compromising public safety. The main strategy of the plan is comprised of a three-pronged approach consisting of public education, enforcement of laws and regulations prohibiting the feeding of wildlife and ensuring public safety. For public education, the goal is to decrease attractants, increase pet safety, and reshape coyote behavior. Staff from Communications & Marketing/Public Information will produce both printed and digital materials to have available at City facilities, City events and online. An ordinance has been drafted, and is attached to this staff report, making it unlawful for any person to feed or provide food to any non-domesticated animal in Brea. Adopting the ordinance will enable the Brea Police Department to cite individuals who are caught feeding wildlife. And lastly, to ensure public safety, appropriate tiered responses to coyote and human interactions are detailed in the management plan. The Coyote Management Plan also details what attracts coyotes to urban areas, appropriate hazing techniques, definitions of different coyote encounters, a coyote behavior and recommended response chart and a yard audit checklist.

Staff presented a draft of Brea's Coyote Management Plan and anti-feeding ordinance to City

Council during Study Session on October 16, 2018. At that time, Council was interested in learning how other cities have benefitted from adopting a Coyote Management Plan and running a Wildlife Watch program. To conduct research, staff reached out to CDFW, Orange County Animal Care and a few cities with management plans and programs already in place. To date, the cities of Irvine, Newport Beach, Culver City, Torrance, Rancho Palos Verdes, Rolling Hills Estates, Palos Verdes Estates, and Whittier have implemented Wildlife Watch programs with the help of CDFW. Other cities, such as Anaheim, Costa Mesa, Fountain Valley, Huntington Beach, Seal Beach, just to name a few, have Coyote Management Plans in place. Attached to this staff report are testimonials from the cities of Newport Beach and Irvine documenting how Wildlife Watch has benefited their cities. Both reported that animal losses have been reduced and that residents feel more comfortable and empowered to do things about coyotes in their neighborhood. Other cities contacted had similar accounts and positive feedback.

Next Steps

- Council to adopt Brea's Coyote Management Plan and ordinance prohibiting the feeding of wildlife.
- Staff to work with California Department of Fish and Wildlife (CDFW) to establish Wildlife Watch program in Brea.
- Communications & Marketing/Public Information staff to develop an educational campaign.

Once the Wildlife Watch program is launched, staff will continuously work with Orange County Animal Care and CDFW to monitor reports of coyote sightings and incidents in Brea. Overall, to be successful the Coyote Management Plan and the Wildlife Watch program require active participation on the part of the entire community, including residents, volunteers and City staff.

Ordinance 1209 was introduced at the February 19, 2019 City Council Meeting.

FISCAL IMPACT/SUMMARY

There is minimal fiscal impact as a result of this action due to public outreach/educational materials produced by the City's Public Information Office.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Liz Pharis, Senior Management Analyst

Concurrence: Cindie Ryan, Communications and Marketing Manager

Attachments

Ordinance

ORDINANCE NO. 1209

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA PROHIBITING FEEDING OR MAKING FOOD AVAILABLE TO NON-DOMESTICATED ANIMALS, AND AMENDING TITLE 6 OF THE BREA CITY CODE

A. RECITALS:

(i) In 2018, the County of Orange Animal Care and the California Department of Fish and Wildlife (CDFW) hosted a forum in the City of Brea addressing coyotes in the community.

(ii) They suggested that the City of Brea form of a Wildlife Watch program where residents are trained by volunteers from CDFW to proactively address, prevent and manage nuisance wildlife issues in their own neighborhoods.

(iii) The purpose of this Ordinance is to provide a tool to manage wildlife population in the City which is comprised of a three-pronged approach consisting of public education, enforcement of laws and regulations prohibiting the feeding of wildlife and ensuring public safety.

B. ORDINANCE:

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

SECTION 1. A new Section 6.00.060 is added to Chapter 6.00 of Title 6 of the Brea City Code to read as follows:

“§ 6.00.060 FEEDING OR MAKING FOOD AVAILABLE TO NON-
DOMESTICATED ANIMALS PROHIBITED.

- A. It is unlawful for any person to feed or provide food to any non-domesticated animal. For purposes of this Section 6.00.060, ‘non-domesticated animal’ means and refers to non-domesticated mammalian predators including coyotes, raccoons, foxes, and opossums, and non-domesticated rodents.
- B. It is unlawful for any person to place in any outdoor area any food of any kind for consumption by any non-domesticated animal.
- C. This section shall not apply to the feeding of any non-domesticated animal by the owner of such animal provided the animal is being lawfully kept under a valid certificate or permit issued by the State of California Department of Fish and Game.
- D. Any person who violates any provision of this Section 6.00.060 is guilty of an infraction for the first violation, and a misdemeanor for any additional violation occurring within one (1) year of a previous violation. Violations are subject to punishment as provided for in Chapter 1.04 of this Code.”

SECTION 2. Civil remedies available.

The violation of any of the provisions of this Ordinance or the Code section adopted therein, shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent

injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 3. Severability.

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

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the manner prescribed by law.

APPROVED AND ADOPTED this 5th day of March, 2019.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

ORD. NO. 1209
March 5, 2019

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the 19th day of February, 2019, and was finally passed at a regular meeting of the City Council of the City of Brea held on the 5th day of March, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

ATTEST: _____
Lillian Harris-Neal, City Clerk

DATED: _____

ORD. NO. 1209
March 5, 2019

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/05/2019
SUBJECT: Wildcatters Dog Parks Proposed Concept Plans

RECOMMENDATION

Staff recommends that the City Council approve concept plans and direct staff to begin the process of preparing cost estimates and construction drawings.

BACKGROUND/DISCUSSION

In 2015, due to extensive use and mandatory water restrictions, the condition of the turf at Wildcatters Dog Parks began to decline. In response, the City Council and the Parks, Recreation and Human Services Commission were in support of forming a dog park task force team in 2016 to address turf conditions and other needs. This task force was created and the group met several times with January 5, 2017, being the last until recently. During that 2017 meeting, the task force identified various elements that they felt were important:

- No bark;
- No concrete (except for mow curbs);
- Add an extra drinking fountain at the east end of the large dog park; and
- Their ideal plan would be to have synthetic turf and decomposed granite (DG) in the parks.

In 2018, the City Council and the Parks, Recreation and Human Services Commission were in support of making some necessary improvements to Wildcatters Dog Park sites and added the project into the FY 2018-19 Capital Improvement Program (CIP) Budget.

Both Public Works and Community Services Departments solicited five different landscape architect companies to interview for the possibility of preparing concept plans for the park. After the interviews, NUVIS was chosen based on their experience with designing many dog parks throughout Southern California.

There have been various forms of community engagement to elicit thoughts and ideas about these proposed concept plans. Engagement has included:

- January 24, 2019, meeting of the Dog Park Task Force
- Recent outreach efforts at three different sites:
 - Wildcatters Dog Parks (February 20, 2019 - A.M. and P.M.)
 - The Tracks at Brea (February 6 and 21, 2019)
 - Brea Community Center (February 5 and 13, 2019)
- Concept plans and outreach site visits have been shared on the "Friends of the Brea Wildcatters Dog Park" Facebook Page.
- The concept plans have been shared to a 325 person e-mail list made up of individuals who

have expressed an interest in receiving more information about the parks.

There has been a tremendous amount of support from the community on moving forward with the proposed concept plans and excitement that improvements are forthcoming. Outcomes of outreach efforts will be shared by Parks, Recreation and Human Services Commissioners.

COMMISSION/COMMITTEE RECOMMENDATION

At their February 25, 2019, meeting the Parks, Recreation and Human Services Commission unanimously supported the concept plans as presented.

FISCAL IMPACT/SUMMARY

This approval is for concept plans only and there will be no fiscal impact at this time.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Sean L. Matlock, Deputy Community Services Director

Concurrence: Chris Emeterio, Assistant City Manager and Bill Bowlus, Public Works Superintendent

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/05/2019
SUBJECT: February 19, 2019 City Council Regular Meeting Minutes

RESPECTFULLY SUBMITTED:

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

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES February 19, 2019

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Marick called the closed session to order at 6:03 p.m., all members were present.

Present: Marick, Simonoff, Hupp, Parker, Vargas

1. **Public Comment**
None.

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

2. **Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Management Association (Non-Safety); Brea City Employees' Association (BCEA); Administrative and Professional Employees' Association (APEA); Brea Fire Association (BFA); Brea Fire Management Association (BFMA); Brea Police Association (BPA); and the Brea Police Management Association (BPMA); Executive and Part-Time Employees - Chris Emeterio, Negotiator, Cindy Russell, Negotiator, and Mario E. Maldonado, Negotiator.**

Mayor Marick adjourned the Closed Session at 6:40 p.m.

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Marick called the Study Session to order at 6:46 p.m., all members were present.

3. **Public Comment**
None.

4. Clarify Regular Meeting Topics

City Clerk Harris-Neal noted an amendment to the January 29, 2019 City Council Special Meeting Minutes, amending the term "two (2)" to "four (4)" in reference to the Planning Commissioner terms.

City Manager Gallardo noted an amendment to the proposed Ordinance No. 1209, as outlined in Agenda Item No. 14, Wildlife Management Plan - Coyotes, to strike the words "including ground squirrels, rats, and mice" from Section 1(A).

REPORT

5. Council Member Report/Requests

Councilmember Vargas provided a handout to the Council for the record and spoke about offsetting budget shortfalls for pension liability by looking at the CRISP program, related to medicinal marijuana. He requested the item be agendized at a future General Session.

Mayor Marick indicated that she is not interested in opening the door to these types of uses in the City.

Mayor Pro Tem Simonoff suggested that the item be looked at during Study Session as opposed to General Session.

Councilmember Parker indicated that he is not opposed to having the discussion and added that he would like to revisit new legislation as related to marijuana uses.

Councilmember Hupp requested that the Cliffwood Traffic Study be brought to General Session for discussion, and requested that City Council procedures be updated to address agendizing pressing items during General Session after Matters from the Audience.

Mayor Pro Tem Simonoff concurred with Councilmember Hupp.

Councilmember Parker suggested that the Traffic Committee hold meetings and engage with residents prior to Council hearing the item.

Councilmember Hupp spoke about a recent SCAG presentation she attended related to aging communities in Southern California. She requested that the City partake in AARP's free program related to making the City more livable for an aging community as it relates to items such as housing and transportation; and that the Council discuss the topic at an upcoming Study Session.

Discussion ensued around the upcoming Special Traffic Committee Meeting, responsibilities of the Traffic Committee, and past Traffic Committee Meeting Minutes.

Mayor Marick adjourned the Study Session at 6:59 p.m.

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

CALL TO ORDER/ ROLL CALL - COUNCIL

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

6. Pledge of Allegiance

Girl Scout Troop 1104 led the Pledge of Allegiance.

7. Invocation

Torrian Scott, Harvest International Church, delivered the invocation.

8. Presentations - Outgoing Commission and Committee Members

Mayor Marick, on behalf of the entire City Council, presented Vance Bjorklund with a Commendation in recognition for his service on the Traffic Committee.

9. Oath of Office for Newly Appointed Commission and Committee Members

City Clerk Harris-Neal administered the Oath of Office to newly appointed Commission and Committee Members Joseph Covey, Blake Perez, Robyn Valerie Price and Bob Warkenton.

10. Report - Prior Study Session

City Manager Gallardo provided the Study Session report.

11. Community Announcements

Councilmember Hupp announced that the City's Traffic Committee will be having a Special Meeting on Thursday, March 7th at 7:00pm at Brea Civic and Cultural Center located at One Civic Center Plaza, Level 2, Community Rooms A & B; and noted that the Traffic Committee will receive an update from City staff and will take public comments.

Councilmember Parker announced that the City of Brea is updating its ADA Transition Plan and invited the public to attend a community meeting on Thursday, February 28 in Community Rooms A&B located on level two of the Brea Civic & Cultural Center.

Mayor Marick announced that the Brea Gallery's latest exhibit, Immersion, is now open, noting that the ambitious exhibition invites visitors to experience art through the exploration of dynamic, large-scale installation pieces.

Mayor Pro Tem Simonoff announced that residents can now text emergencies to 911 in Brea and throughout Orange County using your cell phone by entering 911 as destination address in a text message followed by your location and a brief description of the emergency. While dispatchers will have a geolocation from your cell phone, they will not have your exact address, so the community must provide specific location information whenever possible. For more details, visit CityofBrea.net.

Councilmember Vargas announced that effective March 1, Brea's street sweeping frequency will change from weekly to twice per month, noting that the change was made in order to manage the cost of providing the service, which has been subsidized for a number of years. Additionally, drivers will no longer be cited for parking on the streets during street sweeper operation. However, street parking in Brea is still prohibited between 2-6 a.m. For more info and to view a map of the new street sweeping schedule, visit CityofBrea.net.

12. Matters from the Audience

Kathy Tumi expressed concern about the lack of notice for the residents in the Cliffwood neighborhood; inquired as to definitions of wording found in the study; and discussed statistics and current issues.

Daniel Luevanos, One Legacy, spoke about organ and tissue donation; requested that the City proclaim April as DMV Donate Life California Month, outlining the importance of organ and tissue donation; and invited the community to the Donate Life Run Walk on April 27, 2019 at Cal State Fullerton.

Roger and Angela Taylor expressed concern about the traffic barriers at Cliffwood and spoke about safety issues in the area.

Anthony Santos provided background on the Cliffwood traffic issues, spoke about previous traffic studies in the area, and expressed support for the barriers.

Mike Starkey thanked Council for suspending street sweeping tickets and thanked City Manager Gallardo for being receptive to public input. He also discussed the Cliffwood traffic study and expressed concern about the traffic barriers.

Laurie Starkey presented a handout to the Council, expressed concern for the Cliffwood traffic barriers, and suggested the barriers be removed.

Ron Czechovich expressed support for the Cliffwood traffic barriers.

Dwight Manley expressed concern about the Cliffwood traffic barriers, urged the Council to stay on their current path towards solving housing issues, and suggested the City utilize professional negotiators.

Glenda Hansen expressed concern about Heritage Plaza Senior Apartments.

Janet Chaplin expressed concern about the traffic barriers at Cliffwood and inquired as to how the data is accumulated.

Keith Fullington thanked the Council and staff for their assistance with the Peppertree Drive parking issue; and expressed concern for traffic and homelessness.

Kristy Eastman thanked the Council and the Public Works Department for their assistance with the Cliffwood speeding issue and spoke in support of the traffic barriers.

13. Response to Public Inquiries - Mayor / City Manager

City Manager Gallardo and Public Works Director Olmos responded to public inquiries.

The Council recessed at 8:19 p.m.

The Council reconvened at 8:27 p.m.

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

14. Wildlife Management Plan – Coyotes

Senior Management Analyst Pharis presented details of the report including the proposed Coyote Management Plan; Ordinance prohibiting the feeding of non-domesticated animals; feedback from other cities; cities with Wildlife Watch Programs; and Coyote Management Plans; Wildlife Watch testimonials; and next steps.

Councilmember Vargas recommended that sign-in sheets with contact information be maintained in order to keep interest lists on the topic.

Councilmember Parker spoke about intentional feeding and requested clarification on enforcement.

Captain Burks noted that he does not anticipate many complaints on the item and noted that the focus is on intentional acts. He also noted that the Ordinance is specifically intended for those who intentionally put food out for non-domesticated animals.

Councilmember Parker spoke about hazing and inquired on the use of poisons in the process.

Dave Dodge, Volunteer with the Department of Fish and Wildlife, noted that use of pesticides and poisons towards wildlife are against the law. He also spoke about controlled hazing with trained community volunteers.

Councilmember Hupp thanked staff and the Department of Fish and Wildlife for their work on the Wildlife Management Plan.

City Attorney Boga read the full title of the Ordinance and noted an amendment to the proposed Ordinance by omitting the phrase, "including ground squirrels, rats, and mice."

Councilmember Parker requested a feedback report in the future.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to adopt the Coyote Management Plan and introduce Ordinance No. 1209, as amended, prohibiting feeding or making food available to non-domesticated animals.

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

Passed

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

CITY COUNCIL - CONSENT

15. January 29, 2019 City Council Special Meeting Minutes

The City Council approved the January 29, 2019 City Council Special Meeting Minutes, as amended.

16. February 5, 2019 City Council Regular Meeting Minutes

The City Council approved the February 5, 2019 City Council Regular Meeting Minutes.

17. Agreement with TriMark Raygal, LLC (TriMark) for the Purchase of Kitchen Equipment for the Brea Senior Center

The City Council approved the agreement with TriMark Raygal, LLC (TriMark) for the purchase of Kitchen Equipment for the Brea Senior Center in the amount of \$156,991.99.

18. Monthly Report of Investments for the City of Brea for Period Ending December 31, 2018

The City Council received and filed.

19. January Outgoing Payment Log and February 8 and 15, 2019 City Check Registers

The City Council received and filed.

Motion was made by Mayor Pro Tem Simonoff, seconded by Council Member Parker to approve City Council Consent Items 15 - 19.

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

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

20. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending December 31, 2018

The City Council received and filed.

Motion was made by Mayor Pro Tem Simonoff, seconded by Council Member Vargas to approve City/Successor Agency Consent Item No. 20.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

21. City Manager

None.

22. City Attorney
None.

COUNCIL ANNOUNCEMENTS

Councilmember Hupp reminded the community to eliminate any standing water to prevent potential exposure of West Nile Virus.

ADJOURNMENT

Mayor Marick adjourned the General Session at 8:45 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 5th day of March, 2019.

Lillian Harris-Neal, City Clerk

Christine Marick, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/05/2019
SUBJECT: Orange Avenue Pavement Improvements

RECOMMENDATION

Authorize funding of \$90,000 from Capital Improvement Project No. 7903 for pavement improvements on Orange Avenue from Imperial Highway to Birch Street.

BACKGROUND/DISCUSSION

On February 20, 2018, the City Council accepted the Brea Superblock I Parking Structure (P3), CIP Project No. 7903 ("Project") for \$9,236,742 with a remaining project balance of \$476,380. At that time, staff anticipated completing other projects that were directly impacted by the Project. One such project was paving of Orange Avenue between Imperial Highway and Birch Street.

This segment of Orange Avenue was a direct access to and from the Project during construction. Heavy trucks utilized Orange Avenue between Birch Street and Imperial Highway as the main access for deliveries of material necessary to construct the Project. Staff evaluated the pavement conditions on Orange Avenue within this area and recommends the pavement rehabilitation work due to the poor pavement conditions.

As a result, staff is seeking project funding in the amount of \$90,000 to complete this project. Since the bid amounts are expected to be under the formal bidding threshold of \$200,000, the Director of Public Works is expected to execute the construction contract. Project is anticipated to be completed in May/June of this year.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their February 26, 2019 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

The engineer's estimate is \$90,000 to pave Orange Avenue. There are sufficient funds remaining in the project fund balance for this work. Since the bid results are expected to be within the Director of Public Works' purchasing authority, the Director is expected to execute the construction contract. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works / City Engineer

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

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/05/2019
SUBJECT: Arovista Park Slope Improvements, CIP 7922

RECOMMENDATION

1. Adopt Resolution to appropriate an additional \$91,859 from the Fixed Asset Replacement Fund, FARP (Fund 182) for Project Construction and Project Administration.
2. Approve plans and specifications, receive bids, authorize Director of Public Works to award contract to Aramexx Group, Inc. in the amount of \$166,850.00 per public contract code alternative bidding procedures, and authorize Public Works Director or his designee to issue contract change orders up to a "not to exceed" amount of 15% of the contract.

BACKGROUND/DISCUSSION

In the approved FY 18-19 Capital Improvement Program (CIP) Budget, the Arovista Park Slope Improvement Project No. 7922 (Project), has been identified to address the erosion of the slope behind the residential properties bordering Arovista Park. After receiving complaints from residents, the erosion of the slope was investigated by staff's contractor, Willdan Engineering. As a result of the investigation, the report concluded that the slope is stable and has not slid. The investigation recommended that the localized eroded sections of the slope may be repaired and/or restored. This localized slope restoration would be accomplished by over excavating eroded areas, placing engineered fill, installing new irrigation and landscaping to prevent any future erosion.

A total of nine (9) bids that were received for Project 7922 on February 12, 2019. The bids are summarized on the following table from lowest to highest.

	Contractor	Bid Amount
1.	Aramexx Group, Inc.	\$166,850
2.	Kasa Construction	\$179,750
3.	YAKAR	\$195,170
4.	CEM Construction Corp.	\$215,475
5.	Clean Cut Landscape Inc.	\$233,235
6.	Clarke Contracting Corp.	\$243,310
7.	Marina	\$275,400
8.	STL Landscape, Inc.	\$288,000

9.	Zusser Company, Inc.	\$362,300
	Engineer's Estimate:	\$125,000

The apparent lowest responsive and responsible bidder was Aramexx Group, Inc. of Claremont, California, in the total amount of \$166,850.00. Under the public contract code alternate bidding procedures used by the City of Brea, the contract may be awarded by the Director of Public Works since it's under the \$200,000 threshold. A 15% contingency amount of \$25,028 is being requested to address any unforeseen issues with the late 1950's soil currently in place, the deep drilling of the pipe, and the difficult accessibility to the Project site. Additionally, the estimated construction engineering support costs are \$47,970 for a total amount of \$239,848 for construction.

The Company has a valid contractor's license and has been in the construction business for eight years. Aramexx has recently completed similar projects for the City of Laguna Beach and the Los Angeles County Metropolitan Transportation Agency. In addition, they were recently awarded a construction contract for the Brea Sports Park Landscape Improvements, Phase 2 CIP 7936 Project, and have been receiving a satisfactory review. If awarded, the Project is anticipated to commence early April 2019 and expected to be completed in June 2019, weather permitting.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their February 26, 2019 meeting and recommended to clarify language describing the bidding process and changes have been made to the staff report.

FISCAL IMPACT/SUMMARY

The total approved budget for the Project is \$225,000 with funding coming from the Fixed Asset Replacement Program, FARP (Fund 182). After the initial design and the re-scoping of the Project, the remaining budget amount is approximately \$147,989. The following table shows the remaining expected expenditures in order to complete the project. As a result, staff is requesting City Council consider an additional \$91,859 from the FARP Fund (Fund 182). A Resolution appropriating the additional funds from the FARP Fund (Fund 182) to the Project is attached for City Council consideration and approval (see Attachment 'B' for Resolution). Based on the available funds within Fund 182, there will be no General Fund impact from this action.

Project Expenditures	Total
Budget Remaining	\$147,989
Construction Contract	\$166,850
Contingency (15%)	\$25,028
Subtotal	\$191,878
Construction Engineering Support	\$47,970
Total Construction Cost	\$239,848
Budget Shortfall/Requested Funds	\$91,859

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Raymond Contreras, Associate Engineer

Concurrence: Michael Ho, P.E., Deputy Director of Public Works/City Engineer

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

Attachments

Proposal

Resolution

Plans

Specifications

Agreement

SECTION C

PROPOSAL

for the
**AROVISTA PARK SLOPE IMPROVEMENTS
CIP PROJECT No. 7922**

in the
CITY OF BREA

TO THE PUBLIC WORKS DIRECTOR OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete all of the work **by June 28, 2019 not inclusive of the landscape maintenance period.**

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

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

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

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

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>

BID FORM
AROVISTA PARK SLOPE IMPROVEMENTS
CIP PROJECT No. 7922

Bidder: Aramexx Group Inc.

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization (5% Max)	1 LS		8,000
2.	Tree and/or Stump Removal	10 EA	\$ 1000 /EA	10,000
3.	Earthwork – Unclassified Excavation	145 CY (F)	\$ 140 /CY	20,300
4.	Earthwork – Unclassified Fill	645 CY (F)	\$ 90 /CY	58,050
5.	Pipe and Board	600 LF	\$ 40 /LF	24,000
6.	Irrigation Systems	1 LS		20,000
7.	Plant Material	1 LS		25,000
8.	90 Day Plant Establishment and Maintenance Period	1 LS		1,500

Total: Bid in Figures: \$ 166,850

Total: Bid in Words: ONE HUNDRED SIXTY SIX THOUSAND EIGHT HUNDRED FIFTY DOLLARS ZERO CENTS

1. (F) means Final Pay Quantity.

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

LIST OF SUBCONTRACTORS

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

[illegible]

By submission of this proposal, the Bidder certifies:

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

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

ss.

County of Orange

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

Aramexx Group Inc.

Name of Bidder

Signature of Bidder

532 W. First St. #202, Claremont, CA 91711
Address of Bidder

Subscribed and sworn to before me this 12th day of February, 2019.

NOTARY PUBLIC _____

NOTARY SEAL

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On FEB 12 2019 before me, R. Gallardo Samour , Notary Public
(insert name and title of the officer)

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

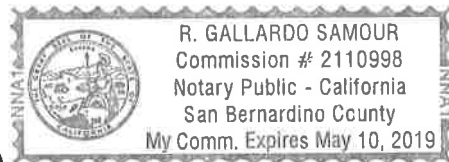
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

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

Signed  _____

Title President

Firm Aramexx Group Inc.

Date 2/12/19

UTILITY AGREEMENT

HONARABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **AROVISTA PARK SLOPE IMPROVEMENTS, CIP PROJECT No. 7922**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

Aramexx Group Inc.

Contractor



By

President

Title

Date: 2/12/19

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes

☒ No

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

N/A

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

COMPENSATION INSURANCE CERTIFICATE

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

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

Aramexx Group Inc.

Contractor



By

President

Title

Date: 2/12/19

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Aramexx Group Inc.

Bidder Name

532 W. First St. #202

Business Address

Claremont

City,

CA

State

91711

Zip

(909) 746-8066

Telephone Number

info@aramexxgroupinc.com

Email Address

960305 - A, B, C27

State Contractor's License No. and Class

1000010179

DIR Registration Number

4/25/11

Original Date Issued (Contractor's State License)

4/30/19

Expiration Date

The work site was inspected by Abe Benitez of our office on February 7th, 2019


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

Salim Samour - President

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

Aramexx Group Inc.

Company Name


Signature of Bidder

Salim Samour

Printed or Typed Signature

Subscribed and sworn to before me this 12th day of February, 2019

NOTARY PUBLIC _____

NOTARY SEAL

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

1. City of Brea - One Civic Center Circle, Brea, CA 92821

Name and Address of Public Agency

Name and Telephone No. of Project Manager of Local Agency: Bill Bowlus 714-990-7694

<u>\$108,256.00</u>	<u>Landscape, Irrigation</u>	<u>10-31-18</u>
Contract Amount	Type of Work	Date Completed

2. City of Laguna Beach - 479 Ocean Ave, Laguna Beach, CA 92651

Name and Address of Public Agency

Name and Telephone No. of Project Manager of Local Agency: Tri Nguyen - 949-497-0741

<u>\$43,595.90</u>	<u>Landscape, Irrigation</u>	<u>1-3-19</u>
Contract Amount	Type of Work	Date Completed

3. Los Angeles County Metropolitan Transportation Agency -
One Gateway Plaza, Los Angeles, CA 90012-2952

Name and Address of Public Agency

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

<u>\$248,600</u>	<u>Landscape, Irrigation, Site Furnishings, Concrete</u>	<u>10-18-18</u>
Contract Amount	Type of Work	Date Completed

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On Feb 12th 2019 before me, R. Gallardo Samour , Notary Public
(insert name and title of the officer)

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

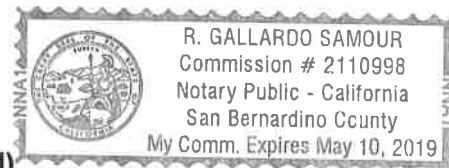
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Responsible Bidder – Supplemental Questionnaire

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

8 Years

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

☐ Yes☒ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes☐ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes☐ No

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

☐ Yes

☐ No

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

☐ Yes

 No

If “yes,” explain on a separate page.

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

%

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

☐ Yes ☒ No

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

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

☐ Yes

☒ No

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

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Aramexx Group Inc. dba Aramexx Construction

as PRINCIPAL, and
Allied World Insurance Company

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

In no case shall the liability of the surety hereunder exceed the sum of \$ 10.0% of bid. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " CIP Project No. 7922- Arovista Park Slope Improvements

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on February 12, 2019.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of February, 2019.

Aramexx Group Inc. dba Aramexx Construction

Principal

By: SALIM SAMOUR - PRESIDENT

Allied World Insurance Company

Surety

Vanessa Copeland, Attorney-in-Fact

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

State of California)
County of See Attached)
)

personally appeared _____

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

Signature _____ (Seal)
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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

State of California)

County of Orange)

On 2/5/19 before me, Natassia Kirk-Smith, Notary Public,

personally appeared Vanessa Copeland

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Natassia Kirk-Smith
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

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

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

POWER OF ATTORNEY

Issue Date: December 20, 2018

No. 29210-A3303

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:**Allied World Insurance Company**, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s):

Eric Lowey

Shawn Blume Vanessa Copeland

Mark Richardson

Kevin Cathcart

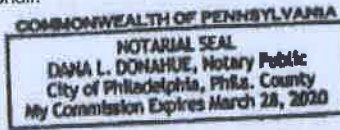
FIRM:

Pinnacle Surety Services, Inc. 151 Kalmus Dr. A-201 Costa Mesa, CA 92626

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, **ALLIED WORLD INSURANCE COMPANY** has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 20th day of December, 2018



Name: Robert E. Staples

Title: Senior Vice President - Surety

State of Pennsylvania
County of Philadelphia

)
ss.

On this 20th day of December, 2018, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary

My Commission Expires: 03/28/2020

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Sung Lee, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 5th day of February, 2019

All Claim Notices should be sent to the below:

Allied World Insurance Company
Attn: Surety Department
30 South 17th Street, Suite 1600
Philadelphia, PA 19103

Sung Lee, VP, Legal

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On Feb 12th 2019 before me, R. Gallardo Samour , Notary Public
(insert name and title of the officer)

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

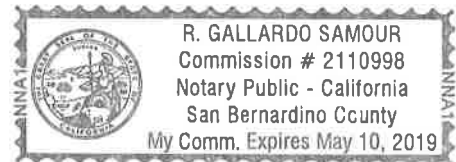
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





City of Fontana
CALIFORNIA

April 23, 2015

Subject: Aramexx Construction

I write this letter in recommendation of Aramexx Construction. I had the pleasure of working with Lupe Lainez on our Foothill - Cherry to Hemlock Landscape Project.

Aramexx performed construction of the project. All work has been successfully completed to the satisfaction of the City. Aramexx has been a true partner throughout the process and the City is greatly appreciative of their efforts. Lupe Lainez is very well organized and her attention to detail is evident in all our interactions. Mrs. Lainez professionalism is responsible for the success of our project.

We look forward to working with Aramexx in the future and highly recommend Aramexx to other agencies. If you have any questions or need any additional information, please contact me at (909) 350-7632.

Respectfully,

Noel Castillo, P.E.
Engineering Manager

www.fontana.org
63603 SIERRA AVENUE FONTANA, CA 92335-8526 (909) 950-7600



SOUTHSTAR
Engineering and Consulting Inc.

April 24, 2015

Subject: Aramexx Construction

To Whom It May Concern:

It is my great pleasure to recommend Aramexx Construction. In my capacity as Consultant Project Manager for the City of Fontana Engineering Department, I worked closely with Aramexx Construction on the Foothill Blvd. Landscape Improvement project during late 2014/early 2015.

Aramexx Construction was the successful low bidder and performed construction of the project. Aramexx Construction's work and dedication to the project was a major factor in the project being completed in a successful and timely manner. Aramexx Construction consistently provided superior knowledge with constructibility methods for this improvement project.

With the expertise and dedication of Aramexx Construction Project Manager, Lupe Lainez and Construction Superintendent, Bruce Galardo, the City received a high quality project in a safe and timely manner.

Aramexx Construction is a problem solver, well organized, experienced and clear and concise with verbal and written communications.

I highly recommend Aramexx Construction to perform landscape construction projects for any local agency. Feel free to contact me at (951) 342-3120 if you have any questions.

Sincerely,

Amir Abuelhassan, MS, PE, OSD
Construction Manager/Project Manager
Southstar Engineering & Consulting, Inc.

17100 Iona Ave, Suite 250
Riverside, CA 92507
(951) 342-3120
www.SouthstarInc.com

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

STEVE FRANKS
DIRECTOR
OC COMMUNITY RESOURCES

RYAN DRABEK
DIRECTOR
OC ANIMAL CARE

KAREN ROBER
DIRECTOR
OC COMMUNITY SERVICES

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

May 30, 2014

Subject: Aramexx Construction Recommendation Letter

To Whom It May Concern:

Aramexx Construction performed work at Irvine Regional Park - Tree Planting and Irrigation Installation Project during the month of March 2014.

Aramexx Construction's work and dedication to the project greatly attributed to the project being completed in a successful and timely manner. In addition, Aramexx Construction's schedule flexibility accommodated OC Parks events and made the construction process flow smoothly. Due to the nature of the project, the coordination with OC Parks helped keep the project on track without interfering with activities scheduled. Aramexx Construction completed the project in a very professional manner.

With the knowledge and experience of Aramexx Construction, Sal Samour - Senior Project Manager and Rita Gallardo - Project Manager, OC Parks was able to obtain the project in a safe manner to the satisfaction of OC Parks and its visitors.

I recommend Aramexx Construction to you, as their staff would be an outstanding asset to any firm or agency.

Sincerely,

Kory McCain
Park Ranger II | Irvine Regional Park
OC Parks
1 Irvine Park Rd., Orange CA. 92869
(714) 973-6836 Office
(714) 856-5772 Cell



13042 OLD MYFORD ROAD
IRVINE, CA. 92602
PHONE: 949-965-0949
FAX: 714-567-6511



Fontana Unified School District
9680 Citrus Avenue • P.O. Box 5090 • Fontana • CA 92334-5090 (909) 357-7600

Fontana High School Football Field Renovation

August 30, 2013

To Whom It May Concern:

On behalf of the Fontana Unified School District we would highly recommend Aramexx Group Inc., dba Aramexx Construction, for any such work as was just performed at Fontana High School, i.e., slab on grade concrete work, irrigation work, grading and turf installation.

Due to the limited time frame in which the work needed to be completed and the aggressive schedule given, it left no room for error. Project Manager, Rita Samour, worked extremely close with her crew and subcontractors to ensure the project maintained the strict timelines. Her "can do" attitude, availability, and willingness to work after hours and on weekends made sure when there was a bump in the road it was handled without delay. To Rita's credit this project was completed ahead of schedule and on budget.

Bill Sherrard
Bill Sherrard
Construction Specialist III

BOARD OF EDUCATION
Dr. Ayanna Blackmon-Balogun
Barbara L. Chavez
Lorena Corona
Gus Hawthorn
Shannon O'Brien

1 telecommunications Device for the Deaf (909) 357-5018

INTERIM SUPERINTENDENT
Richard Bray



January 17, 2012

Subject: Aramexx Construction

To Whom It May Concern:

It is my great pleasure to recommend Aramexx Construction. My capacity as Senior Project Manager for the City of Irvine Public Works Department allowed me the pleasure to work closely with Aramexx Construction on the Jeffrey Road Landscape Improvement project during late 2011/early 2012.

Aramexx Construction was the successful low bidder and performed construction of the project. Aramexx Construction's work and dedication to the project was a major factor in the project being completed in a successful and timely manner. Aramexx Construction consistently provided superior knowledge with constructability experiences for this improvement project.

With the expertise of Aramexx Construction, Sal Samour – Senior Project Manager and Rita Samour – Project Manager, the City was able to obtain the project in a safe manner and to the satisfaction of the City and its residents.

Aramexx Construction has been and continues to be very proficient with attention to solving problems, very well organized, experienced with their organizational and management abilities, and exceptionally clear and concise with verbal and written communications.

In conclusion, I highly recommend Aramexx Construction to you, as their staff would be a superb asset to any firm or agency. Feel free to contact me at (949) 724-7554 if you have any questions or need additional information.

Sincerely,
Kirk W. Streets
KIRK W. STREETS
Senior Project Manager

CITY OF IRVINE • OPERATIONS SUPPORT FACILITY • 6427 OAK CANYON, IRVINE, CALIFORNIA 92618 • 949-724-7500

Performance Summary Sheet

CONTRACTOR (OR SUBCONTRACTOR'S) NAME Aramexx Construction
 PROJECT NAME Jeffrey Road Landscape Improvements, CIP 381203
 PROJECT LOCATION Jeffrey Road between Walnut Drive and Irvine Center Drive, Irvine, CA
 NAME & TITLE OF PERSON COMPLETING THIS SUMMARY Kirk Streets, Senior Project Manager
 NAME OF FIRM (OR GOVERNMENT AGENCY) City of Irvine - Public Works Department
 DATE January 17, 2012 PHONE NUMBER 949-724-7554

1. Overall rating of the contractor/subcontractor:

☒ Outstanding
☐ Above Average
☐ Satisfactory
☐ Marginal
☐ Unsatisfactory

2. Effectiveness in meeting design criteria:

Please rate how well you believe the contractor performed with the architect to provide maximum responsiveness in meeting the designer's requirements, within the constraints of the contract.
☒ Highly Effective
☐ Moderately Effective
☐ Minimally Effective
☐ Unsatisfactory

3. Cost Growth:

Original Construction Contract Award Amount \$92,000
 Final Construction Contract Amount \$104,324

In your opinion, which of the following statements best describes your experience with cost growth on this project?
☒ The contractor did not contribute to any cost growth.
☐ The contractor contributed to some degree to the cost growth experienced on this project.
☐ The contractor contributed significantly to the cost growth experienced on this project.

4. Quality

Which of the following statements most accurately describes the quality of the work the contractor provided on your project?
☒ The work provided by the contractor was of high quality.
☐ The work provided by the contractor was of fair quality.
☐ The work provided by the contractor was of poor quality.

Aramexx comments on quality:

5. The willingness of past customers to having contractor perform more work for them in the indication of overall satisfaction with the contractor's performance:

If you were to construct another project similar to the one recently completed, are you inclined to select the contractor to complete the project, within the following statement's most accurate statement the approach you would take?
☒ I would have this contractor construct the new project.
☐ I would consider this contractor, but I would also explore the possibility of using other contractors to construct the project.
☐ I would not consider using this contractor to construct the new project.

6. Any additional comments?

(Additional comments may be necessary to work with. The project was completed in a very professional and timely manner.



9701 LAS TUNAS DRIVE • TEMPLE CITY • CALIFORNIA 91780-2240 • (626) 296-3171

December 26, 2011

To Whom It May Concern:

The City of Temple City entered into a contract with Aramexx Construction Inc. in May 2011 for the Live Oak Park and Temple City Park Planter Renovation and Monument Sign project. Throughout the contract, I found the company to be extremely professional and very receptive to our requests. The project was completed on time and within budget. Aramexx was also very responsive and responsible in submitting invoices, insurance requirements and other documents required by the City. If the opportunity arises, I would look forward to working with them on future projects for the City.

If you have any questions or would like additional information, please contact me at (626) 285-2171.

Sincerely,

Cathy Burroughs
 Cathy Burroughs
 Director of Parks and Recreation

Jeffrey Road Off-Street Bikeway Project, CIP 340130

The City of Irvine Public Works Department takes pleasure in presenting a Recognition of Excellence coin to:

Salim Samour

Owner

Aramexx Construction

and

Rita Samour

Project Manager

Aramexx Construction

for your outstanding service on the Jeffrey Road Off-Street Bikeway project. This 30 working day project required the installation of an off-street bikeway, landscaping, lighting, utility relocations and tie-ins on the west side of Jeffrey Road between Bryan Avenue and the Venta Spur Trail.

Your coordination with adjacent businesses and utilities on the project helped keep the project on track. Your attention to the changing IRWD requirements, specifically, in completing the proposed irrigation tie-in was crucial to the success of the project.

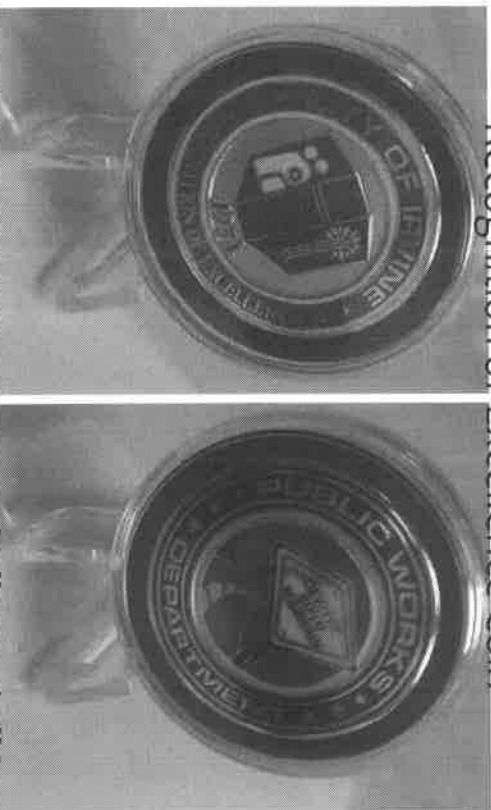
You worked closely with the City's Inspector and Project Manager to schedule and monitor all aspects of the work to minimize any inconvenience to the motoring public and to mitigate various project delays. As a result, the project was completed quickly without compromising workmanship or the safety of the travelling public.

Thank you for a job well done!



Dave Mori, Project Development Administrator

**City of Irvine
Recognition of Excellence Coin**



Awarded October 2011 for the completion of Jeffrey Road Off-Street Bikeway Project

THE CITY OF
POMONA

Superior Building Division



September 29, 2011

Aramexx Construction
6251 Schaefer Ave. Suite K
Chino, Ca 91710

SUBJECT: Letter of Recommendation

To Whom It May Concern:

Aramexx Construction completed parking lot improvements to the City of Pomona Vehicle Parking Districts (VPD) Lot 2-3A located on the Northwest corner of E. 3rd Street and S. Locust Street on March 20, 2011. Aramexx Construction accommodated all request of the VPD. Aramexx Construction was cooperative, flexible and worked diligently with the VPD. They finished within the deadline and within budget. Aramexx Construction built a great relationship with the business owners around the site location and assured that the property owners and businesses were kept informed of the construction and progress. Aramexx Construction performed professionally and responsible throughout the entire process.

Sincerely,

Joseph Wong
Joseph Wong
Senior Project Manager
(909)620-2444
jowong@ci.pomona.ca.us

City Hall, 505 S. Garey Ave., Pomona, CA 91768 (909) 620-2288, Fax (909) 620-3700



City of La Quinta

P.O. Box 1504
LA QUINTA, CALIFORNIA 92247-1504
78-495 CALLE TAMPICO
LA QUINTA, CALIFORNIA 92253

(760) 777-7000
FAX (760) 777-7101

September 27, 2011

Subject: Seasons Dog Park
Project No. 2009-05

Letter of Reference

To whom it may concern:

This letter serves as a reference for Aramexx Construction who recently constructed the Seasons Dog Park Project for the City of La Quinta in the Fall of 2010.

The project was constructed in a timely and workmanlike manner. Documentation and communication were timely and professional.

Aramexx Construction has been invited to bid on any future City of La Quinta Projects. I am sure that the any project they complete will be performed in a professional and workmanlike manner.

If you have any questions regarding this matter, please feel free to contact me at (760) 777-7048.

Sincerely,

Leonard R. St. Sauver
Leonard R. St. Sauver
Public Works Inspection Supervisor
City of La Quinta Public Works Department





CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 960305

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

Data current as of 9/27/2018 9:43:08 AM

Business Information

ARAMEXX GROUP INC
dba ARAMEXX CONSTRUCTION

532 W FIRST ST UNIT 202
CLAREMONT, CA 91711
Business Phone Number:(909) 746-8066

Entity Corporation
Issue Date 04/25/2011
Expire Date **04/30/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.

Bond Number: 251043C

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

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

Effective Date: 07/10/2013

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST

Policy Number: WSD5038619

Effective Date: 12/22/2017

Expire Date: 12/22/2018

Workers' Compensation History

Other

RESOLUTION NO. 2019-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2018-19 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATE ADDITIONAL FUNDS FROM THE FIXED ASSET REPLACEMENT PROGRAM FUND (182) TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7922, AROVISTA PARK SLOPE IMPROVEMENTS

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to appropriate funds from the Fixed Asset Replacement Program Fund (182), to the Capital Improvement Program Fund (510), for Project 7922, Arovista Park Slope Improvements, for the fiscal year 2018-19.

(ii) The Capital Improvement Program Budget, Resolution No. 2018-039, and subsequent amendments, did not appropriate funds for this unanticipated adjustment.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea that Capital Improvement Program Budget, Resolution No. 2018-039, as heretofore amended, be further amended to:

1. Increase funding from the Fixed Asset Replacement Program Fund (182) to Capital Improvement Program Fund (510) for Project 7922, Arovista Park Slope Improvements, by \$91,859; and

2. Appropriate an additional \$91,859 to the Capital Improvement Program Fund (510) for Project 7922, Arovista Park Slope Improvements.

RESO NO. 2019-014
March 5, 2019

APPROVED AND ADOPTED this 5th day of March, 2019.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 5th day of March, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

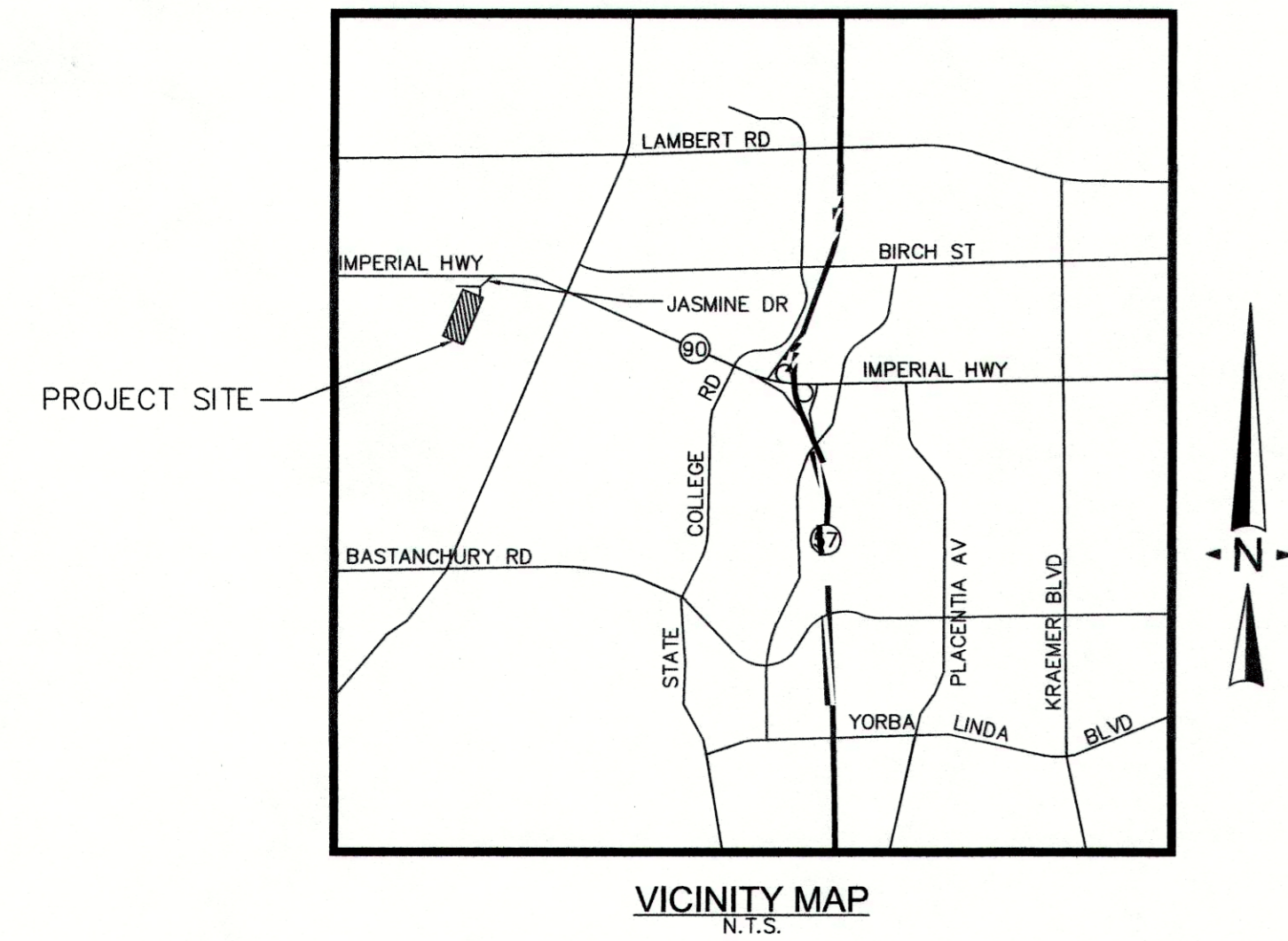
Lillian Harris-Neal, City Clerk

RESO NO. 2019-014
March 5, 2019

CITY OF BREA
PUBLIC WORKS DEPARTMENT
AROVISTA PARK SLOPE IMPROVEMENTS
AT
EAST OF JASMINE DRIVE AND SOUTH OF LIME STREET
CIP PROJECT No. 7922
IN THE



CITY OF BREA, CALIFORNIA



PROFESSIONAL ENGINEER'S NOTE:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WAS OBTAINED BY A SEARCH OF AVAILABLE RECORDS, FIELD REVIEW AND, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS RESPONSIBLE FOR THE PROTECTION OF AND ANY DAMAGE TO THESE LINES OR STRUCTURES.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS AND AAE FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT DISCREPANCIES IN PLANS AND/OR FIELD CONDITIONS IMMEDIATELY TO THE DESIGN ENGINEER FOR RESOLUTION PRIOR TO CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR DISCREPANCIES NOT SO REPORTED AND RESOLVED.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER (THE CITY ENGINEER) HARMLESS FROM ANY AND ALL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE CITY ENGINEER.

NPDES NOTES

CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE.

DISCHARGES OF MATERIALS OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARDS; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER REGULATIONS 40 CFR PARTS 117 AND 302

POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS, WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHINGS.

DURING CONSTRUCTION, THE CONTRACTOR SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON THE SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL STATE AND FEDERAL REQUIREMENTS.

DEWATERING OF CONTAMINATED GROUNDWATER OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER CONTROL BOARD.

BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF JASMINE DRIVE, BEING NORTH 01° 36' 15" EAST, PER TRACT NO. 2106 FILED IN BOOK 124, PAGES 47 THROUGH 50 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

BENCHMARK:

THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE COUNTY OF ORANGE BENCH MARK NO. 2B-33-70, (NAVD 88, YEAR 2005). A ORANGE COUNTY SURVEYOR'S 3 3/4" ALUMINUM BENCH MARK DISK STAMPED "2B-33-70". IN THE SOUTHWESTERLY CORNER OF A 4 FT. BY 6 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE SOUTHEAST PART OF THE INTERSECTION OF IMPERIAL HIGHWAY AND JASMINE DRIVE TO THE NORTH, 1 FT. SOUTHERLY OF THE SOUTH CURB OF IMPERIAL HIGHWAY AND 90 FT. EASTERLY OF THE CENTERLINE PROLONGATION OF JASMINE DRIVE TO THE NORTH. MONUMENT IS LEVEL WITH THE SIDEWALK. ELEVATION 324.849'

SURVEYOR'S NOTES:

THE RIGHT OF WAY LINES SHOWN HEREON ARE BASED UPON THE RECORDED MAPS AVAILABLE AT THE ORANGE COUNTY SURVEYOR'S OFFICE. NO BENEFIT OF TITLE REPORT TO VERIFY OTHER RIGHT OF WAY DEDICATIONS.



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

2401 East Katella Ave, Suite 300, Anaheim, California 92806
714/978-9200 fax 714/978-9299

DRAWN BY:	BR	DATE	12/10/2018
DESIGNED BY:	TP, BR	DATE	12/10/2018
CHECKED BY:	TP	DATE	12/10/2018

PREPARED UNDER THE SUPERVISION OF:

TYRONE PETER
R.C.E. NO. 81888

DATE 12/10/2018
EXP. 03/31/2020

APPROVED BY:

MICHAEL S. HO, P.E., DEPUTY DIRECTOR/CITY ENGINEER
R.C.E. NO.: 70299
DATE 1/19/19

CITY OF BREA
PUBLIC WORKS DEPARTMENT

TITLE SHEET

AROVISTA PARK SLOPE IMPROVEMENTS

EAST OF JASMINE DRIVE AND SOUTH OF LIME STREET

CONSTRUCTION NOTES

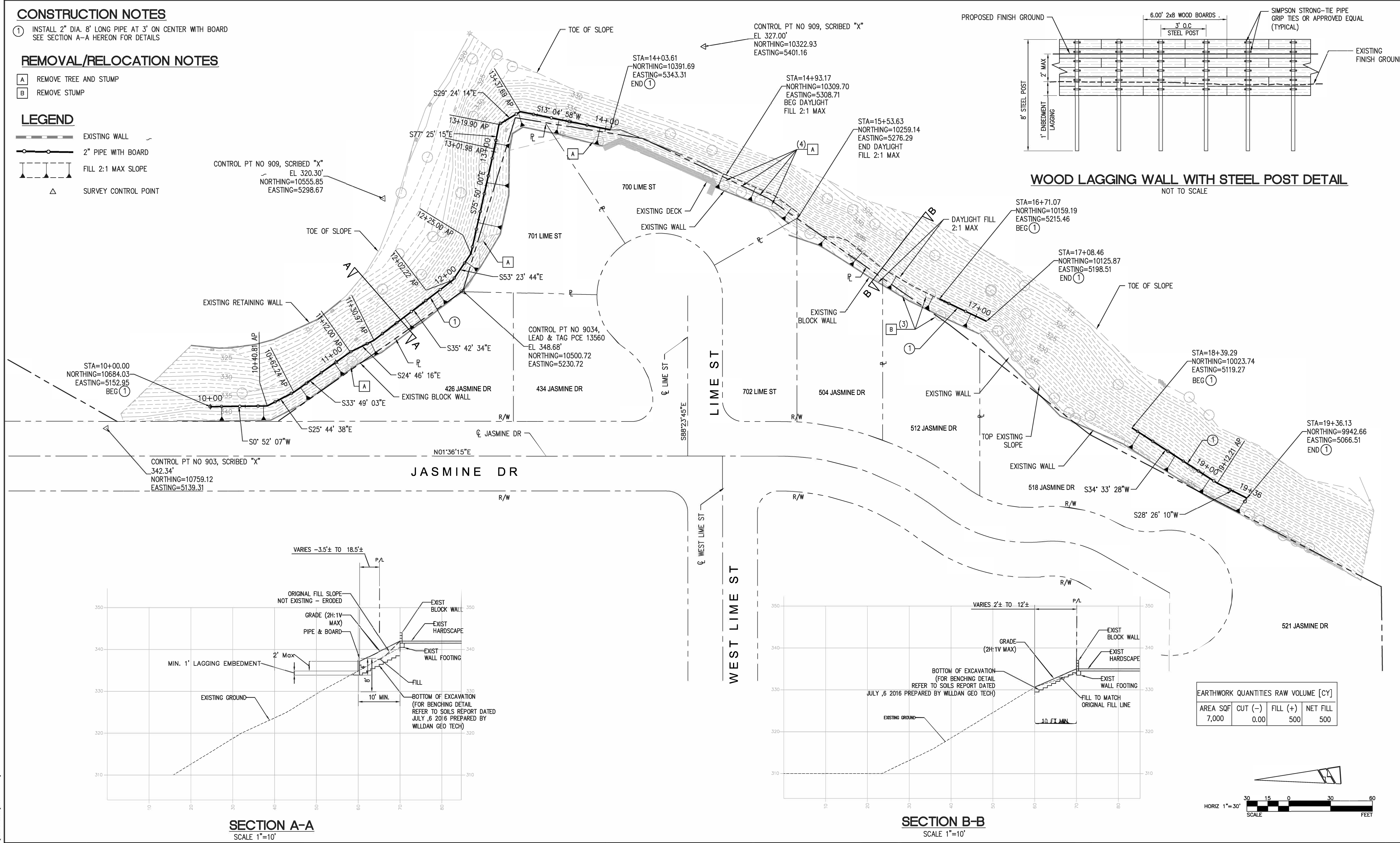
1 INSTALL 2" DIA. 8' LONG PIPE AT 3' ON CENTER WITH BOARD
SEE SECTION A-A HEREON FOR DETAILS

REMOVAL/RELOCATION NOTES

- A REMOVE TREE AND STUMP
B REMOVE STUMP

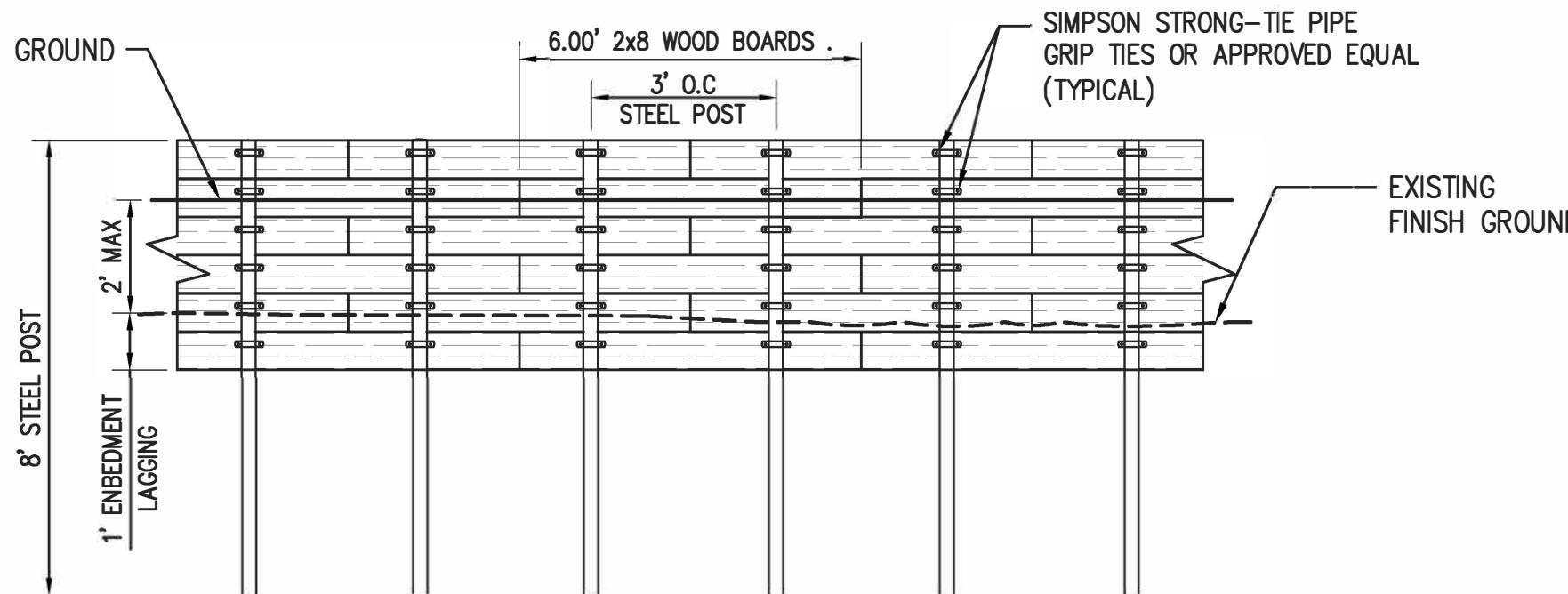
LEGEND

- EXISTING WALL
2" PIPE WITH BOARD
FILL 2:1 MAX SLOPE
SURVEY CONTROL POINT



WOOD LAGGING WALL WITH STEEL POST DETAIL

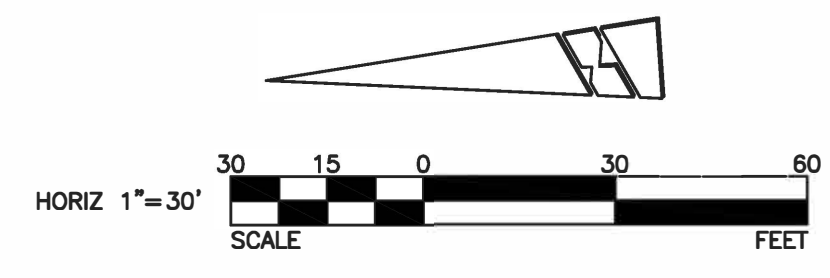
NOT TO SCALE




SECTION A-A
SCALE 1"=10'

SECTION B-B
SCALE 1"=10'


EARTHWORK QUANTITIES RAW VOLUME [CY]			
AREA SQF	CUT (-)	FILL (+)	NET FILL
7,000	0.00	500	500





Know what's below.
Call before you dig.


REVISIONS					
REV.	DATE	BY	DESCRIPTION	APP'D	REV.



2401 East Katella Ave, Suite 300, Anaheim, California 92806
714/978-8200 fax 714/978-8299


INITIALS	DATE
BR	12/10/2018
TP, BR	12/10/2018
TP	12/10/2018

PREPARED UNDER THE SUPERVISION OF:



TYRONE PETER
R.C.E. NO. 81888

DATE 12/10/2018
EXP 03/31/2020



CITY OF BREA
PUBLIC WORKS DEPARTMENT

CIVIL PLAN

AROVISTA PARK SLOPE IMPROVEMENTS

EAST OF JASMINE DRIVE AND SOUTH OF LIME STREET

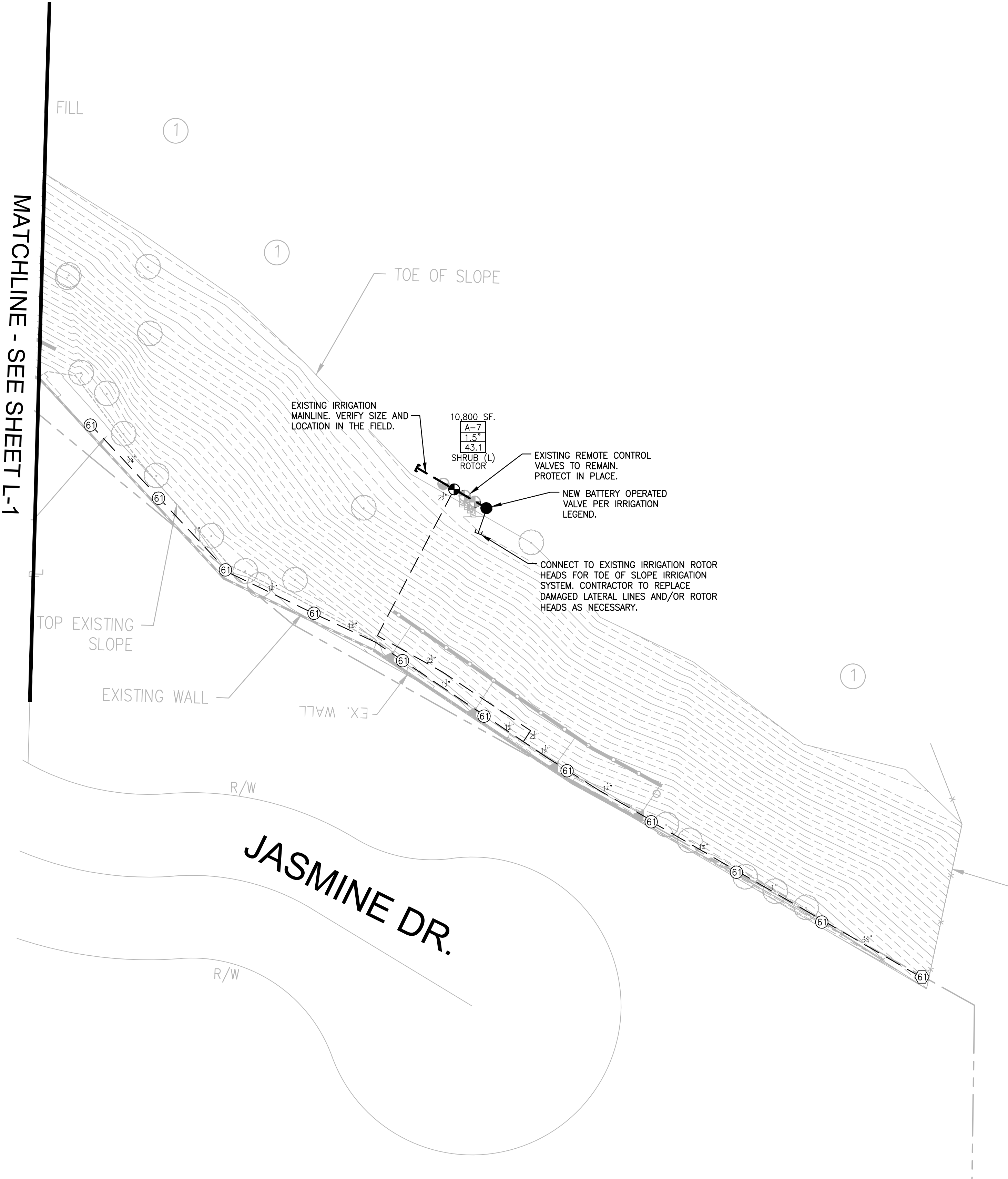
SHEET

2 OF 2

IRRIGATION NOTES

- IT IS THE INTENT OF THESE DRAWINGS TO INDICATE A COMPLETE AND OPERATIONAL IRRIGATION SYSTEM GIVING FULL COVERAGE AND READY FOR USE BY THE OWNER. THE DRAWINGS ARE BASED ON LANDSCAPE AND GRADING DRAWINGS IN EFFECT AT THE TIME THESE DRAWINGS WERE MADE. ANY DISCREPANCIES, OMISSIONS, ERRORS, ETC. ON THESE DRAWINGS OR ON SITE CHANGES, DO NOT AND SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PROVIDE A COMPLETE SYSTEM AS SHOWN. IF NECESSARY, THE CONTRACTOR MAY, WHERE CHANGES OCCUR, ADD OR DELETE SPRINKLERS, REROUTE PIPE, ETC. TO ASSURE ADEQUATE AND FULL COVERAGE.
- IRRIGATION CONTRACTOR SHALL VERIFY ALL PRESSURES ON SITE PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INSTALL CHECK VALVES IN ALL HEADS IN WHICH LOW HEAD DRAINAGE OCCURS.
- LOCATE ALL VALVES IN PLANTING AREAS.
- IRRIGATION SYSTEM IS STRICTLY DIAGRAMMATIC, THEREFORE, CONTRACTOR MUST MAKE ADJUSTMENTS IN THE FIELD TO INSURE ADEQUATE COVERAGE.
- IRRIGATION SYSTEM SHALL CONFORM TO STATE AND LOCAL CODES.
- ALL SHRUBBERY-TYPE HEADS ADJACENT TO WALKS SHALL BE INSTALLED AS LOW AS NECESSARY TO PREVENT ANY DAMAGE TO IRRIGATION SYSTEM.
- THE SYSTEM SHALL BE FULLY GUARANTEED FOR A PERIOD OF ONE YEAR. ANY DEFECTIVE MATERIAL OR POOR WORKMANSHIP SHALL BE REPLACED OR CORRECTED BY THE IRRIGATION CONTRACTOR AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL STUB OUT A MINIMUM OF 2 (TWO) EXTRA SPARE VALVE WIRES (OR AS SHOWN ON IRRIGATION PLANS) AND 1 (ONE) COMMON WIRE FROM IRRIGATION CONTROLLER(S) TO EACH END OF MAINLINE RUN. THE SPARE WIRES SHALL BE STUB OUT INSIDE THE FARTHEST VALVE BOX AT EACH END OF MAINLINE RUN.
- PROVIDE MINIMUM 18" COVER OVER ALL PRESSURE MAIN LINE PIPING, AND 12" OVER ALL NON-PRESSURE LATERAL LINE PIPING. ALL PIPE UNDER PAVED AREAS IS TO BE INSTALLED IN A PVC SCH. 40 SLEEVE WITH 36" MIN. COVER. SLEEVE LOCATIONS TO BE AS SHOWN ON PLANS. CITY DEPTH REQUIREMENTS FOR PIPE SUPERCEDE ALL THE ABOVE DIMENSIONS.
- IRRIGATION CONTRACTOR SHALL FLUSH ALL LINES AND ADJUST ALL HEADS FOR MAXIMUM PERFORMANCE AND TO PREVENT OVERSPRAY AS MUCH AS POSSIBLE. CONTACT CITY REPRESENTATIVE FOR COVERAGE TEST.
- DO NOT WILLFULLY INSTALL THE SYSTEM AS DESIGNED WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT WERE NOT KNOWN DURING THE DESIGN PROCESS. SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE; OTHERWISE, THE IRRIGATION CONTRACTOR MUST ASSUME FULL RESPONSIBILITY FOR ANY AND ALL NECESSARY REVISIONS.
- FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS AND WALLS/FENCES AS MUCH AS POSSIBLE.
- LOCATION OF P.O.C. IS ONLY DIAGRAMATIC. LOCATION MUST BE VERIFIED IN FIELD.
- IN ADDITION TO THE SLEEVES SHOWN ON THE PLAN, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SLEEVES OF SUFFICIENT SIZE UNDER ALL PAVED AREAS PRIOR TO PAVING UPON APPROVAL OF THE OWNER'S REPRESENTATIVE, IF REQUIRED TO OPERATE SYSTEMS.
- MAINLINE FEEDER BETWEEN POINT OF CONNECTION, METER AND BACKFLOW PREVENTER TO BE OF MATERIAL AS REQUIRED BY CURRENT WATER DISTRICT.
- ALL PRESSURIZED IRRIGATION MAINLINE SHALL USE DUCTILE IRON FITTINGS. ALL IRRIGATION LATERAL LINE PIPE SHALL USE SCHEDULE 80 PVC FITTINGS.
- IRRIGATION SYSTEM INSTALLATION MUST COMPLY WITH STATE AND LOCAL AGENCY REQUIREMENTS.
- FIELD ADJUST IRRIGATION SYSTEM WHEN VERTICAL OBSTRUCTIONS (FIRE HYDRANT, STREET LIGHTS, TREES, SIGNAGE, ETC.) INTERFERE WITH THE IRRIGATION SPRAY PATTERN. THE CONTRACTOR SHALL INSTALL QUARTER OR HALF CIRCLE ON EACH SIDE OF THE OBSTRUCTION TO PROVIDE PROPER IRRIGATION COVERAGE. ALL ADJUSTMENT SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER, TYPICAL.

MATCHLINE - SEE SHEET L-1



IRRIGATION MP ROTATOR LEGEND

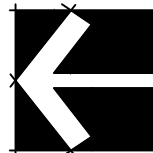
SYMBOL	MANUFACTURER/MODEL #	NOZZLE	FLOW	RAD	PRECIP	PSI	DETAIL
	RAINBIRD 5000-S-PC-SAM-R	QUARTER	2.0	2.07	37'	0.29	45 SHT. LD-1 DETAIL #1
	RAINBIRD 5000-S-PC-SAM-R	HALF	4.0	4.01	42'	0.44	45 SHT. LD-1 DETAIL #1

VALVE LEGEND

AREA (SF)
STATION
VALVE SIZE
FLOW (GPM)
PLANT TYPE
HEAD TYPE

EQUIPMENT LEGEND

SYMBOL	MANUFACTURER/MODEL #	SIZE	DETAIL
	EXISTING RAINBIRD ESP-SAT 12 STATION CONTROLLER (6 USED-EXISTING). CONTRACTOR TO VERIFY EXACT LOCATION IN THE FIELD.	PER PLAN	SHT. ID-1 DETAIL #1
	EXISTING QUICK COUPLER VALVE - VERIFY LOCATION IN THE FIELD.	3/4"	EXISTING
	REPLACE EXISTING WITH NEW RAINBIRD REMOTE CONTROL VALVE PESB-R-PRS-D WITH CHRISTY'S VALVE I.D. TAG. INSTALL INSIDE RECTANGULAR VALVE BOX PER DETAIL.	PER PLAN	SHT. ID-1 DETAIL #5
	NEW RAINBIRD REMOTE CONTROL VALVE PESB-R-PRS-D WITH CHRISTY'S VALVE I.D. TAG. INSTALL HUNTER NODE-100 BATTERY OPERATED CONTROLLER (INCLUDE DC LATCHING SOLENOID) INSIDE RECTANGULAR VALVE BOX.	1.5"	SHT. ID-1 DETAIL #5
	LATERAL LINE UVR PVC SCH. 40 BROWN LINE TO BE INSTALLED ON GRADE.	PER PLAN	SHT. ID-2 DETAIL #5,6
	LATERAL LINE PVC SCH. 40 LINE TO BE INSTALLED 12" BELOW GRADE.	PER PLAN	SHT. ID-2 DETAIL #5,6



REVISIONS

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



DAVID EVANS
AND ASSOCIATES INC.
4141 E. Inland Empire, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

DRAWN BY:	JOEN	DATE	11/15/2018
DESIGNED BY:	JOEN	DATE	11/15/2018
CHECKED BY:	HDH	DATE	11/26/2018

PREPARED UNDER THE SUPERVISION OF:



HEATH D. HABIG
R.L.A. NO. 5028
DATE
EXP 10/31/2020

CITY OF BREA



PUBLIC WORKS DEPARTMENT

IRRIGATION PLAN

AROVISTA PARK SLOPE IMPROVEMENTS

EAST OF JASMINE DRIVE AND SOUTH OF LIME STREET

SHEET
L-2





OF

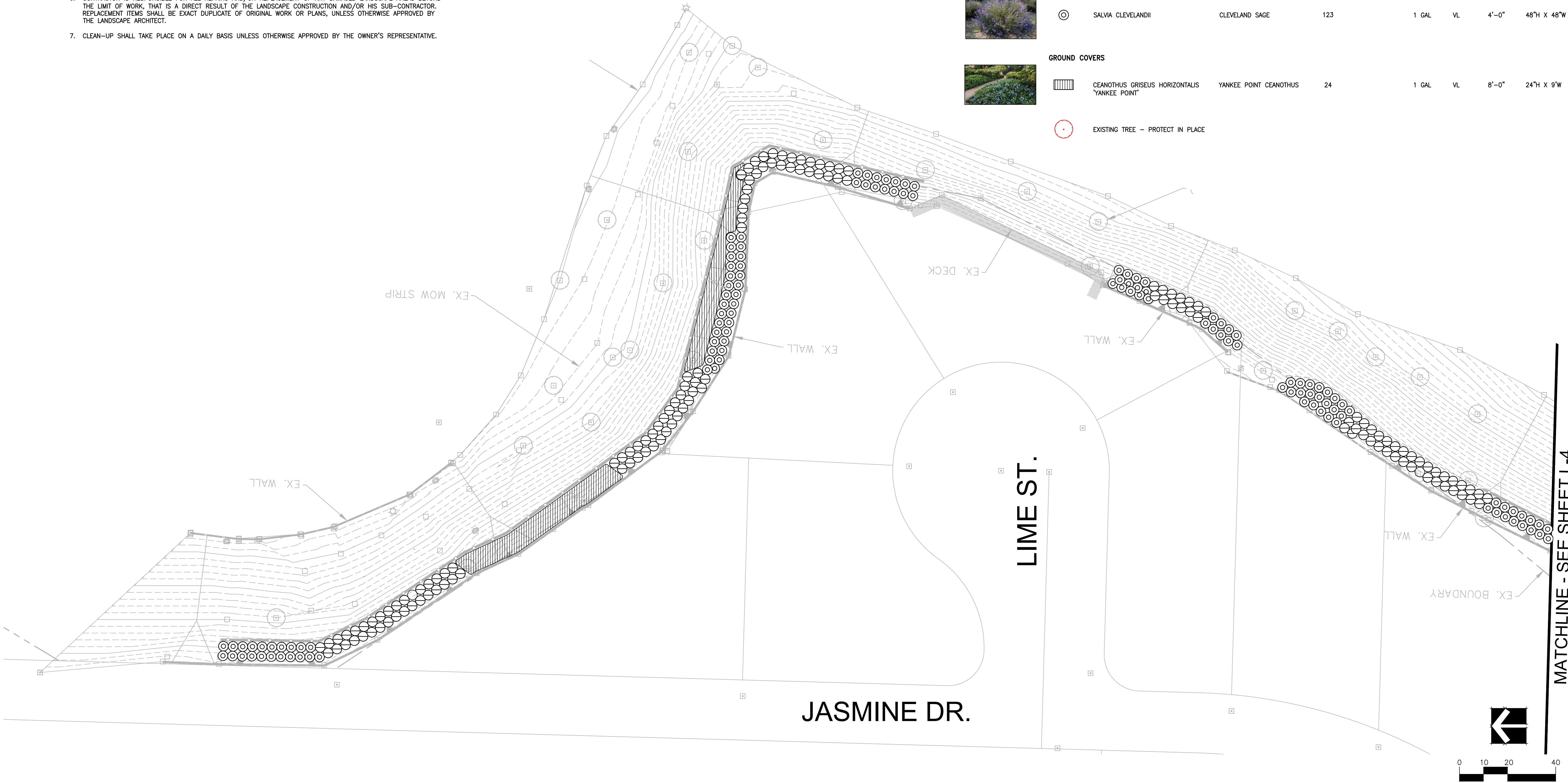
5

PLANTING NOTES

- 1. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF SITE CONDITIONS WHICH PREVENT INSTALLATION PER PLANS AND SPECIFICATIONS.
- 2. CONTRACTOR SHALL BE LIABLE FOR REMOVING AND REINSTALLING IRRIGATION EQUIPMENT, AND REPLANTING AREAS WHICH ARE NOT INSTALLED PER PLAN AND SPECIFICATIONS.
- 3. IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATING PRIOR TO PLANT MATERIALS.
- 4. SHRUBS SHALL BE PLANTED AFTER CONCRETE PLACEMENT, BUT NOT BEFORE IRRIGATION COVERAGE TEST NO. 1 HAS BEEN APPROVED.
- 5. SHREDDED MULCH INSTALLATION: INSTALL SHREDDED MULCH IN ALL NEW PLANTING AREAS – SEE SPECIFICATIONS FOR TYPE.
- 6. CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS AND/OR REPLACEMENT OF ANY DAMAGED LANDSCAPE AREAS BEYOND THE LIMIT OF WORK, THAT IS A DIRECT RESULT OF THE LANDSCAPE CONSTRUCTION AND/OR HIS SUB-CONTRACTOR. REPLACEMENT ITEMS SHALL BE EXACT DUPLICATE OF ORIGINAL WORK OR PLANS, UNLESS OTHERWISE APPROVED BY THE LANDSCAPE ARCHITECT.
- 7. CLEAN-UP SHALL TAKE PLACE ON A DAILY BASIS UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE.

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY (this sheet only)	SIZE	WUCOLS	SPACING	REMARKS
SHRUBS							
	IVA HAYESIANA	SAN DIEGO MARSH ELDER	141	1 GAL	VL	4'-0"	24"H X 48"W
	SALVIA CLEVELANDII	CLEVELAND SAGE	123	1 GAL	VL	4'-0"	48"H X 48"W
GROUND COVERS							
	CEANOTHUS GRISEUS HORIZONTALIS "YANKEE POINT"	YANKEE POINT CEANOTHUS	24	1 GAL	VL	8'-0"	24"H X 9"W
	EXISTING TREE - PROTECT IN PLACE						



Know what's below.
Call before you dig.

REVISIONS

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



DAVID EVANS
AND ASSOCIATES INC.
4141 E. Inland Empire, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

DRAWN BY:	JOEN	DATE	11/15/2018
DESIGNED BY:	JOEN	DATE	11/15/2018
CHECKED BY:	HDH	DATE	11/26/2018

PREPARED UNDER THE SUPERVISION OF:



HEATH D. HABIG
R.L.A. NO. 5028
DATE
EXP 10/31/2020

CITY OF BREA



PUBLIC WORKS DEPARTMENT

PLANTING PLAN

AROVISTA PARK SLOPE IMPROVEMENTS

EAST OF JASMINE DRIVE AND SOUTH OF LIME STREET

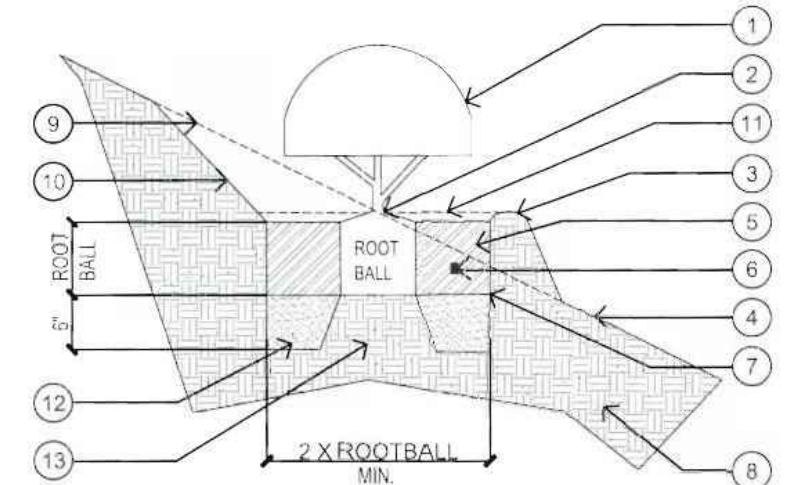
SHEET
L-3

OF
5

P:\A\BREA\00000016\040000\LA\SHEETS\LA-BREA\000016-PLANTING PLANDWG


PLANTING NOTES

- 1. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF SITE CONDITIONS WHICH PREVENT INSTALLATION PER PLANS AND SPECIFICATIONS.
- 2. CONTRACTOR SHALL BE LIABLE FOR REMOVING AND REINSTALLING IRRIGATION EQUIPMENT, AND REPLANTING AREAS WHICH ARE NOT INSTALLED PER PLAN AND SPECIFICATIONS.
- 3. IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATING PRIOR TO PLANT MATERIALS.
- 4. SHRUBS SHALL BE PLANTED AFTER CONCRETE PLACEMENT, BUT NOT BEFORE IRRIGATION COVERAGE TEST NO. 1 HAS BEEN APPROVED.
- 5. SHREDDED MULCH INSTALLATION: INSTALL SHREDDED MULCH IN ALL NEW PLANTING AREAS – SEE SPECIFICATIONS FOR TYPE.
- 6. CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS AND/OR REPLACEMENT OF ANY DAMAGED LANDSCAPE AREAS BEYOND THE LIMIT OF WORK, THAT IS A DIRECT RESULT OF THE LANDSCAPE CONSTRUCTION AND/OR HIS SUB-CONTRACTOR. REPLACEMENT ITEMS SHALL BE EXACT DUPLICATE OF ORIGINAL WORK OR PLANS, UNLESS OTHERWISE APPROVED BY THE LANDSCAPE ARCHITECT.
- 7. CLEAN-UP SHALL TAKE PLACE ON A DAILY BASIS UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE.

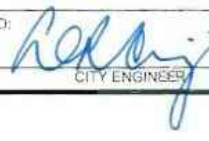


NOTE:
SEE BREA STD PLAN 610 FOR SPACING DIAGRAM

- 1 1 TO 15 GALLON SHRUB (SEE PLANTING PLAN).
- 2 SET CROWN OF ROOTBALL 1" ABOVE FINISH GRADE AND SLOPE SOIL AWAY FROM ROOTBALL. ADJUST HEIGHT OF PLANTING TO ACCOMMODATE SETTLING DUE TO SOIL TYPES.
- 3 WATER BASIN. 4" MIN. FOR 5 GALLON & LARGER. 2" MIN. FOR 1 GALLON.
- 4 FINISH GRADE.
- 5 AMENDED BACKFILL. SEE SPECS. FOR MIX AND PIT SIZE.
- 6 PLANT TABLET.
- 7 SCARIFY SIDES AND BOTTOM OF PLANTING PIT.
- 8 EXISTING SOIL.
- 9 EXISTING SLOPE.
- 10 CUT SLOPE TO MEET ROOTBALL.
- 11 2" MULCH. MAINTAIN CONSTANTLY.
- 12 COMPACTED BACKFILL. SEE SPECS. PUDDLE AND SETTLE PRIOR TO SETTING SHRUB.
- 13 UNDISTURBED EXISTING SOIL TO FORM PEDESTAL. REPLACE WITH COMPACTED NATURAL SOIL IS HARDPAN EXISTS.



SHRUB PLANTING ON SLOPE

APPROVED: 

CITY ENGINEER





DATE: 10-15-2013

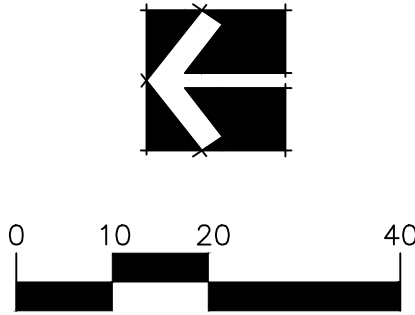
STD. PLAN NUMBER
608-0
SHEET 1 OF 1

MATCHLINE - SEE SHEET L-3



PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY (this sheet only)	SIZE	WUCOLS	SPACING	REMARKS
SHRUBS							
	IVA HAYESIANA	SAN DIEGO MARSH ELDER	10	1 GAL	VL	4'-0"	24"H X 48"W
	SALVIA CLEVELANDII	CLEVELAND SAGE	40	1 GAL	VL	4'-0"	48"H X 48"W
GROUND COVERS							
	CEANOTHUS GRISEUS HORIZONTALIS 'YANKEE POINT'	YANKEE POINT CEANOTHUS	6	1 GAL	VL	8'-0"	24"H X 9"W
	EXISTING TREE -- PROTECT IN PLACE						



P:\BREA\00000016\040000\LA\SHEETS\LA-BREA\0000016-PLANTING PLANDWG




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



DRAWN BY:	JOEN	DATE	11/15/2018
DESIGNED BY:	JOEN	DATE	11/15/2018
CHECKED BY:	HDH	DATE	11/26/2018

PREPARED UNDER THE SUPERVISION OF:



HEATH D. HABIG
R.L.A. NO. 5028

DATE
EXP 10/31/2020

CITY OF BREA

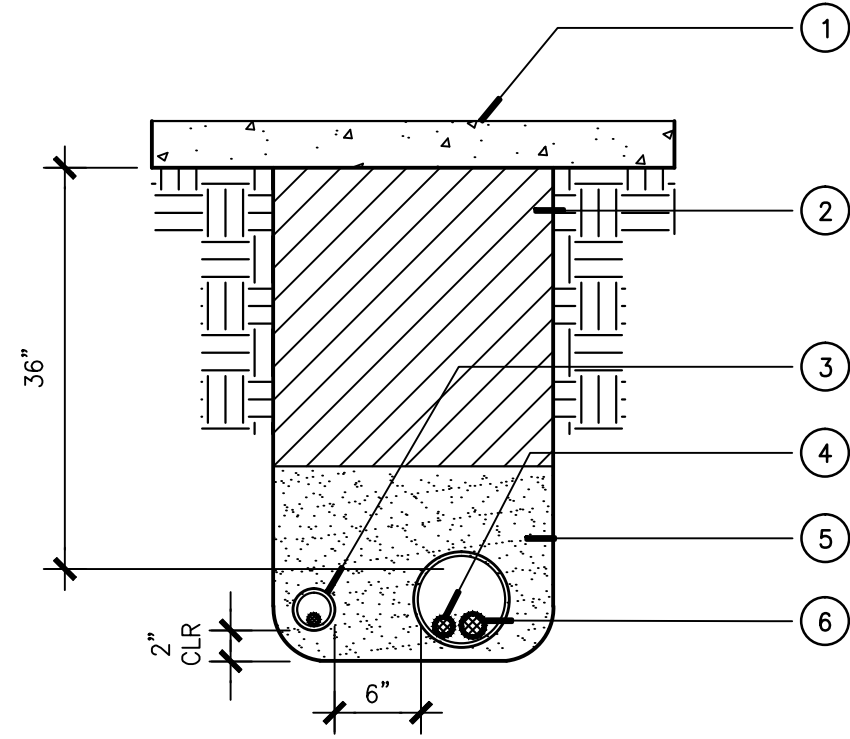


PUBLIC WORKS DEPARTMENT

PLANTING PLAN

AROVISTA PARK SLOPE IMPROVEMENTS

EAST OF JASMINE DRIVE AND SOUTH OF LIME STREET



- LEGEND:**
1. HARDSCAPE SURFACE
 2. CLEAN BACKFILL AS REQUIRED, TO BE SET IN 6" LIFTS. REFER TO SPECIFICATIONS FOR SPECIFIC MATERIAL AND COMPACTION REQUIREMENTS.
 3. LATERAL LINE WITH SLEEVE.
 4. PRESSURE MAIN LINE WITH SLEEVE.
 5. CLEAN SAND.
 6. CONTROL WIRES & COMPUTER HARDWARE WIRE SLEEVE.

NOTES:

ALL SLEEVES TO BE PVC, SCH. 80 AND TWICE THE DIAMETER OF THE WORKING PIPE.

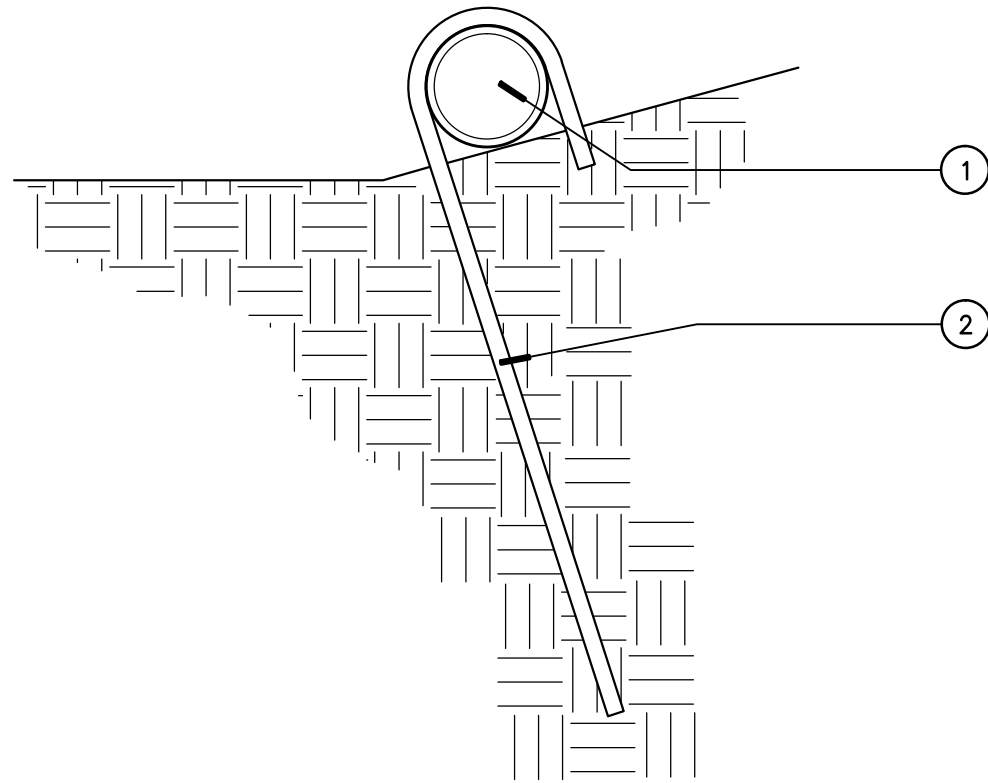
ALL SLEEVES TO RUN A MIN. OF 12" BEYOND HARDSCAPE EDGES.

CLEAN BACKFILL MAY BE SUBSTITUTED FOR SAND UNDER WALKS AND DRIVES.

SCALE: 1"=1'-0"

IRRIGATION SLEEVING

3

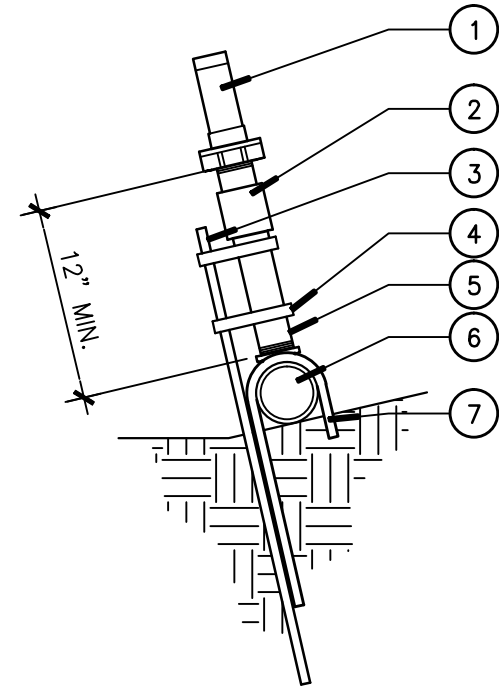


- LEGEND:**
1. UVR-PVC TEE OR ELL
 2. #4 REBAR "J" HOOK - INSTALL WITH MIN. 18" INTO SOIL ON DOWNWARD SIDE @ 10' O.C.
- NOTES:**
- INSTALL SHRUB HEADS AT 90° ANGLE TO SLOPE
- "J" HOOKED REBAR PIPE STABILIZERS SHALL BE SPACED NO MORE THAN 10' O.C.

SCALE: 1-1/2"=1'-0"

SECURING UVR-PVC ON GRADE

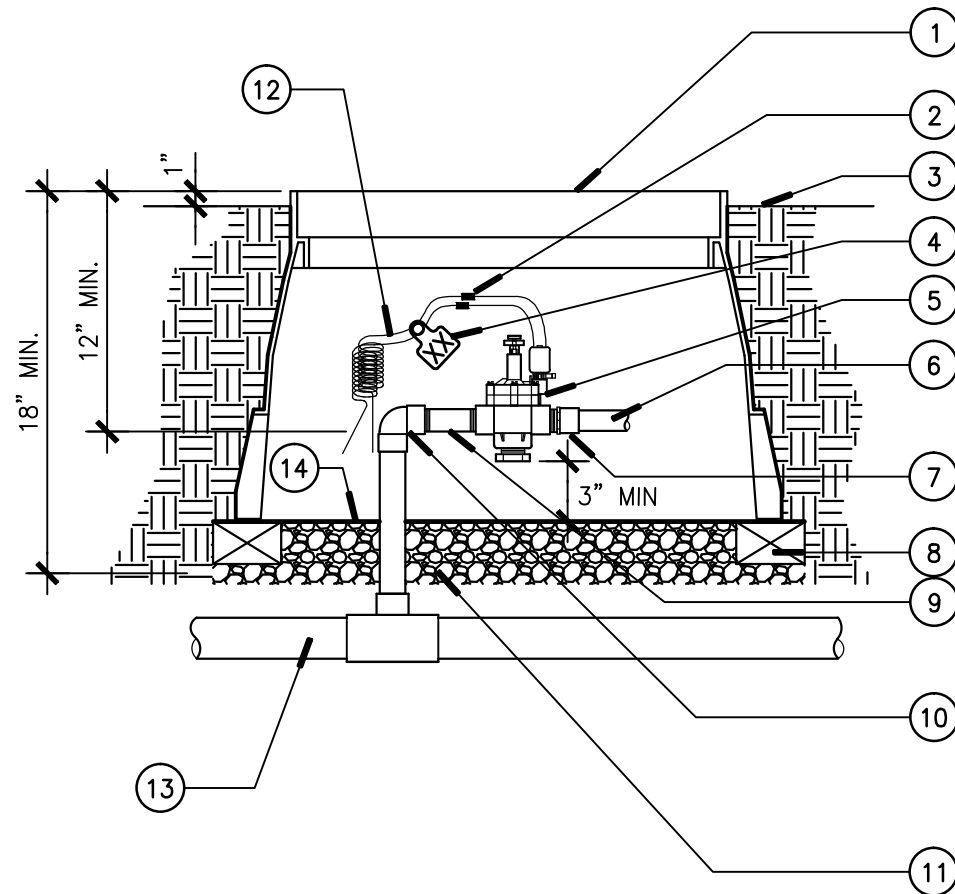
2



- LEGEND:**
1. ROTOR/SPRAY HEAD PER PLAN
 2. ANTI DRAIN VALVE
 3. #3 REBAR 30" LONG
 4. HEAVY DUTY GALV. STEEL PUNCH-LOK FASTENER (2 REQUIRED)
 5. UVR-PVC NIPPLE
 6. UVR-PVC TEE OR ELL
 7. #4 REBAR 24" LONG WITH "J" HOOK RADIUS - INSTALL WITH MIN. 18" INTO SOIL ON DOWNWARD SIDE.
- NOTES:**
- INSTALL SHRUB HEADS AT 90° ANGLE TO SLOPE
- "J" HOOKED REBAR PIPE STABILIZERS SHALL BE SPACED NO MORE THAN 10' O.C. WITH ONE AT EACH RISER AND WITHIN 12" FROM CENTER LINE OF RISER.

ROTOR/SPRAY HEAD ABOVE GRADE

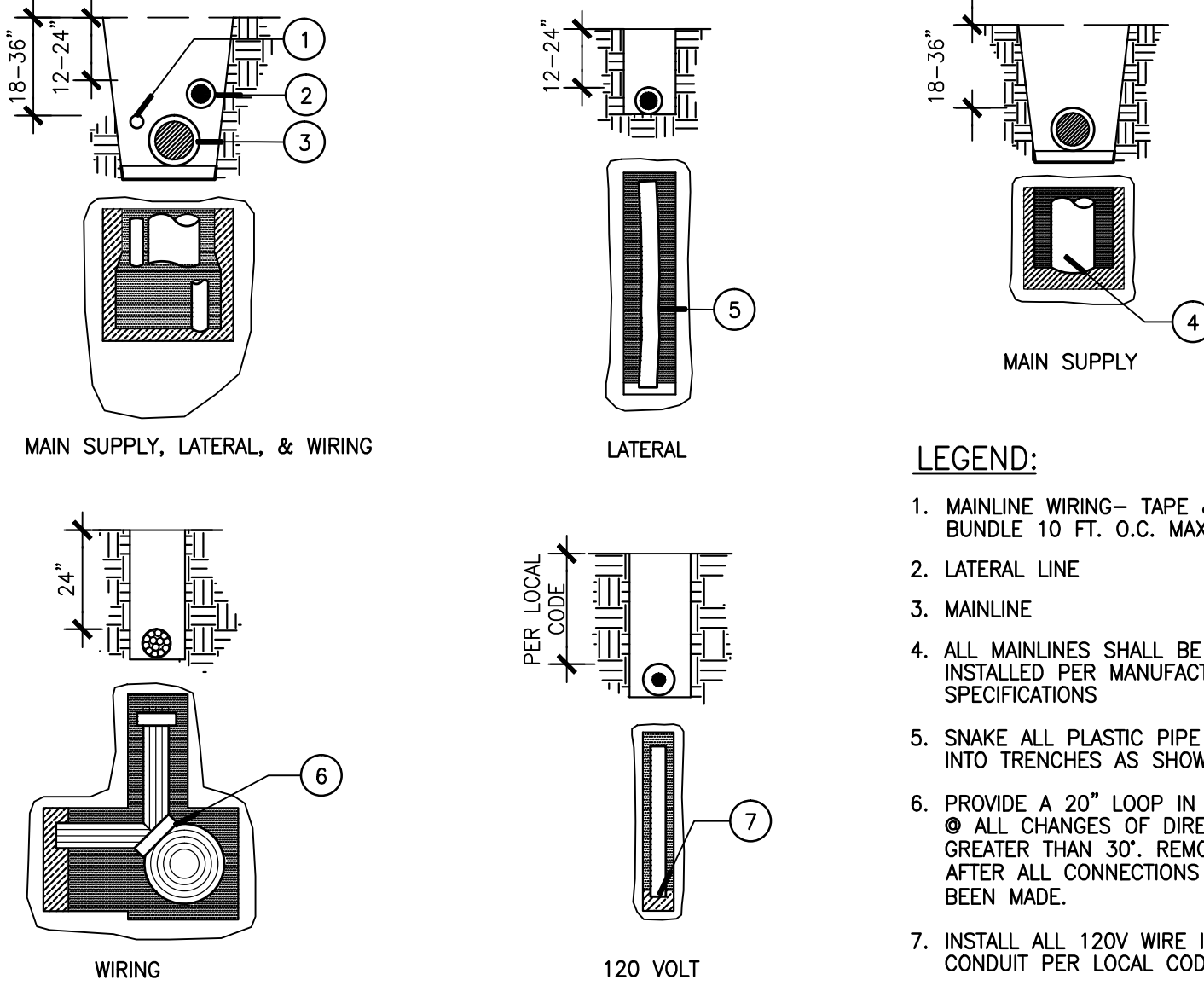
1



1. RECTANGULAR PLASTIC VALVE BOX WITH LOCKING COVER SET 1" ABOVE FINISH GRADE IN TURF AREAS AND 2" IN PLANTING AREAS. HEAT BRAND CONTROLLER AND VALVE NUMBER IN 2" LETTERS.
2. DRI-SPLICE WATERPROOF WIRE CONNECTORS
3. FINISH GRADE
4. CHRISTY VALVE IDENTIFICATION TAG OR APPROVED EQUAL.
5. ELECTRIC CONTROL VALVE (REFER TO LEGEND).
6. PVC LATERAL LINE
7. PVC LATERAL LINE -- ANGLE TO PROPER DEPTH WITH 45° ELLS
8. BRICK (1 OF 4)
9. PVC SCH. 80 NIPPLE (6" LONG)
10. PVC SCH. 80 S X T ELL
11. 6" DEEP CRUSHED ROCK, SIZE 3/4"
12. COMMON AND CONTROL WIRES TO CONTROLLER LOCATION
13. MAINLINE PER PLAN
14. 1/4" X 1/4" GALVANIZED WIRE MESH

AUTOMATIC VALVE

5



NTS

TRENCHING

4

9

8

7



REVISIONS					
REV.	DATE	BY	DESCRIPTION	APP'VD	



	INITIALS	DATE
DRAWN BY:	JOEN	11/15/2018
DESIGNED BY:	JOEN	11/15/2018
CHECKED BY:	HDH	11/26/2018

PREPARED UNDER THE SUPERVISION OF:

HEATH D. HABIG
R.L.A. NO. 5028

DAVID EVANS AND ASSOCIATES INC.
4141 E. Inland Empire, Suite 250
Ontario, CA 91764
Phone: 909.481.5750

LICENSED LANDSCAPE ARCHITECT
HEATH D. HABIG
5028
10-31-2018
10/31/2020
STATE OF CALIFORNIA

DATE: 10/31/2020

CITY OF BREA



PUBLIC WORKS DEPARTMENT

LANDSCAPE DETAILS

AROVISTA PARK SLOPE IMPROVEMENTS

EAST OF JASMINE DRIVE AND SOUTH OF LIME STREET

SHEET
L-5
OF
5

CONTRACT DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

for the

AROVISTA PARK SLOPE IMPROVEMENTS

CIP PROJECT No. 7922

in the

CITY OF BRE A



**One Civic Center Circle
BREA, CALIFORNIA 92821
(714) 990-7667**

**BIDS DUE:
February 12, 2019
2:00 PM, 3rd FLOOR
City Clerk's Office**

**TONY OLMOS
PUBLIC WORKS DIRECTOR**

CITY OF BREA

**PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS**



for the

AROVISTA PARK SLOPE IMPROVEMENTS

CIP PROJECT No. 7922

Prepared Under the Supervision of:



	12/12/18		12/6/18
Tyrone Peter, R.C.E. No. 81888	Date	Heath Habig, PLA 5028	Date

Approved by:

	1/19/19
Michael S. Ho, Deputy Director/City Engineer, R.C.E. No. 70299	Date

NOTE: *If there are any questions relative to this project, please call Raymond Contreras at:*

CITY OF BREA
PUBLIC WORKS DEPARTMENT
One Civic Center Circle
BREA, CALIFORNIA 92821
(714) 990-7667

TABLE OF CONTENTS

SECTION A

NOTICE INVITING SEALED BIDS	A-1
--	------------

SECTION B

INSTRUCTIONS TO BIDDERS	B-1
--------------------------------------	------------

1. Proposal Forms	B-1
2. Proposal Guarantee	B-1
3. Proposal Signature	B-1
4. Delivery of Proposal	B-2
5. Return of Proposal Guarantee	B-2
6. Taxes	B-2
7. Disqualification of Bidders	B-2
8. Contractor's License Requirement	B-2
9. Registration with Department of Industrial Relations	B-2
10. References	B-3
11. Listing of Subcontractors	B-3
12. Discrepancies and Misunderstandings	B-3
13. Equivalent Materials	B-3
14. Legal Responsibilities	B-3
15. Award of Contract	B-3
16. Material Guarantee	B-4
17. Execution of Contract	B-4
18. Submission of Bonds and Insurance	B-4
19. Addenda	B-4
20. AB 626	B-4
21. Bid Protest	B-5
22. Questions to the Engineer	B-5
23. Request for Information	B-6

SECTION C

PROPOSAL	C-1
Project Bid Schedule	C-3
List of Subcontractor.....	C-4
Noncollusion Declaration	C-5
Bidder's Statement Regarding "Anti-Kickback" Requirements.....	C-6
Utility Agreement	C-7
Disqualification Questionnaire.....	C-8
Compensation Insurance Certification	C-9
Bidder's Information.....	C-10
Responsible Bidder – Supplemental Questionnaire	C-12
Bid Bond	C-16
Bid Bond Acknowledgment of Surety	C-17

SECTION D

SAMPLE CONTRACT	D-1
------------------------------	-----

SECTION E

SPECIAL PROVISIONS	E-1
---------------------------------	-----

PART 1 GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS	E-1
---	-----

1-2 TERMS AND DEFINITIONS

SECTION 2 - SCOPE AND CONTROL OF WORK	E-2
---	-----

2-1 AWARD AND EXECUTION OF THE CONTRACT

2-4 CONTRACT BONDS

2-5 PLANS AND SPECIFICATIONS

2-6 WORK TO BE DONE

2-9 SURVEYING

2-10 AUTHORITY OF BOARD AND ENGINEER

2-11 INSPECTION

SECTION 3 – CHANGES IN WORK	E-6
-----------------------------------	-----

3-3 EXTRA WORK

SECTION 4 - CONTROL OF MATERIALS	E-7
--	-----

4-1 MATERIALS AND WORKMANSHIP

SECTION 5 - UTILITIES	E-8
5-1 LOCATION	
5-4 RELOCATION	
5-5 DELAYS	
5-7 UTILITY MARKINGS	
SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK	E-9
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK	
6-2 PROSECUTION OF WORK	
6-7 TIME OF COMPLETION	
6-9 LIQUIDATED DAMAGES	
SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR	E-11
7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES	
7-2 LABOR	
7-3 LIABILITY INSURANCE	
7-5 PERMITS	
7-7 COOPERATION AND COLLATERAL WORK	
7-8 WORK SITE MAINTENANCE	
7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	
7-10 SAFETY	
SECTION 8 - FACILITIES FOR AGENCY PERSONNEL	E-19
8-1 GENERAL	
SECTION 9 - MEASUREMENT AND PAYMENT	E-20
9-3 PAYMENT	
9-4 DESCRIPTION OF BID ITEMS	

PART 2 CONSTRUCTION MATERIALS

SECTION 204 – LUMBER TREATMENT WITH PRESERVATIVES	E-24
204-1 LUMBER AND PLYWOOD	
SECTION 205 – PILES	E-24
205-2.3 PIPE AND TIE	

PART 3 CONSTRUCTION METHODS

SECTION 300 - EARTHWORK.....E-25

300-1 CLEARING AND GRUBBING
300-2 UNCLASSIFIED EXCAVATION
300-4 UNCLASSIFIED FILL

SECTION 305 - PILE DRIVING AND TIMBER CONSTRUCTIONE-26
305-3 PIPE AND BOARD

PART 8 LANDSCAPE AND IRRIGATION

SECTION 800 - MATERIALSE-27

800-1 LANDSCAPING MATERIALS
800-2 PIPE AND FITTINGS

SECTION 801 – INSTALLATION.....E-30

801-1 WEED ABATEMENT
801-2 GENERAL
801-3 PLANTING
801-5 IRRIGATION SYSTEM INSTALLATION
801-6 MAINTENANCE AND PLANT ESTABLISHMENT

APPENDIX A - CONTRACTORS BUSINESS LICENSE APPLICATION

APPENDIX B - UNDERGROUND SERVICE ALERT FORM

APPENDIX C – INSURANCE AND INDEMNITY REQUIREMENTS

APPENDIX D – SAMPLE BONDS

SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on February 12, 2019.**

1. **Project Name:** AROVISTA PARK SLOPE IMPROVEMENTS,
CIP PROJECT No. 7922

This project consists of the installation of improvements to the slope along the perimeter of the Arovista Park, descending from the residential lots on Jasmine Drive and Lime Street. The slope will be filled with native material to maintain a 2H:1V slope along the residential lot boundaries. Where required, pipe and board, irrigation, and landscaping will be installed to help with maintenance of the 2H:1V slope.

2. **Obtaining Bid Documents:** A copy of the Bid Package (including the plans, specifications, and contract documents) may be downloaded at no cost from the CIPList.com. All bidders shall register with CIPList.com in order to retrieve plans, specifications, addenda, bidders' list, etc.

3. **Bid Opening:** Bids will be publicly opened and read at reasonable time following the time stated above in the City Conference Center, located at 1 Civic Center Circle, Brea, California 92821 on **February 12, 2019**. Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"SEALED BID FOR AROVISTA PARK SLOPE IMPROVEMENTS, CIP PROJECT No. 7922"**.

4. **Non-Mandatory Pre-Bid Meeting:** A non-mandatory pre-bid meeting will be held on **January 28, 2019 at 11:00 a.m.** The pre-bid meeting will be held at the project site, 610 W. Imperial Hwy., Brea CA 92821, in the parking lot.

5. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid California Contractor's License **Class "A" (General Engineering)**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

6. **Registration with the Department of Industrial Relations:** The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

7. **Prevailing Wages:** Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb>. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

8. **Bid Security:** Each bid shall be accompanied by bid security in the form of a cashier's check, certified check or bid bond in the amount of 10% of the total bid amount. All cashier's checks or certified checks must be drawn on a responsible bank doing business in the United States and shall be made payable to THE CITY OF BREA. A bonding company admitted and licensed to do business in the State of California must issue bid bonds. Bids not accompanied by the required bid security shall be rejected. Cash and personal or company checks are **NOT** acceptable.

9. **Payment Bond and Performance Bond:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the Contractor.

10. **Retention:** In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

11. **Contact Person:** Questions regarding this Notice Inviting Bids shall be directed to: Raymond Contreras at (714) 990-7667

ALL BONDS ISSUED SHALL BE FROM A BONDING COMPANY ADMITTED AND LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA.

THE AGENCY RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID AND TO TAKE ALL BIDS UNDER ADVISEMENT FOR A MAXIMUM PERIOD OF 60 DAYS. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. NO BID SHALL BE CONSIDERED UNLESS IT IS PREPARED ON THE APPROVED PROPOSAL FORMS IN CONFORMANCE WITH THE INSTRUCTIONS TO BIDDERS.

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will reject any proposal not meeting these requirements. The bid shall be filed with the City Clerk, Third Floor City Hall, One Civic Center Circle, Brea, California, which shall be endorsed with the Project Title and Project Number as it appears on the Notice Inviting Sealed Bids. The sealed envelopes will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders or their authorized agents are invited to be present at the opening. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, that it has been executed by the bidder or his duly authorized representative, and that it is filed with the AGENCY.

2. Proposal Guarantee

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than 10% of the total amount named in the proposal. Any proposal not accompanied by such a guarantee will not be considered. Said check or bond shall be made payable to the AGENCY, and shall be given as a guarantee that the bidder, if awarded the Work, will enter into a contract within 10 working days after the award and will furnish the necessary bonds as hereinafter provided. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the AGENCY.

3. Proposal Signature

If the proposal is made by an individual, it shall be signed and his full name with his address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

4. Delivery Of Proposal

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

"SEALED BID"

for

AROVISTA PARK SLOPE IMPROVEMENTS, CIP PROJECT No. 7922

in the

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

5. Return of Proposal Guarantees

The proposal guarantees of the second and third lowest bidders will be held until the awarded bidder has properly executed all contract documents. Within 10 working days after the award of contract, the remaining proposal guarantees accompanying all other proposals will become null and void and returned to the unsuccessful bidders.

6. Taxes

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. Disqualification Of Bidders

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

8. Contractor's License Requirement

This project requires the Contractor to possess a valid State of California contractor's license as stated in Section A "Notice Inviting Sealed Bids".

9. Registration with the Department of Industrial Relations

The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

10. References

All reference information called for in the bid proposal must be submitted with the bid proposal.

11. Listing Of Subcontractors

Bidders shall list in the bid proposal the name and place of business of each subcontractor who will perform work or labor or render services for the Contractor in an amount in excess of one-half of one percent of the Contractor's total bid.

12. Discrepancies And Misunderstandings

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY. Should it be found necessary, a written addendum will be sent to all bidders. Any addenda issued during the bidding period shall form a part of the contract and shall be included with the proposal.

13. Equivalent Materials

Requests for the use of equivalents to those specified, must be submitted to the AGENCY. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the AGENCY that such a material is truly an equivalent.

14. Legal Responsibilities

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other contract documents, and to full compliance therewith. Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the labor code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

15. Award Of Contract

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a maximum period of 60 days. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

16. Material Guarantee

The successful bidder may be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of acceptance of the work by the AGENCY. The work to be guaranteed, the form, and the time limit of the guarantee will be specified in the special provisions. Said guarantee shall be signed and delivered to the AGENCY before acceptance of the contract by the AGENCY. Upon completion of the contract, the amounts of the two contract bonds required in Section 2-4, "CONTRACT BONDS," of the Standard Specifications for Public Works Construction, may be reduced to conform to the total amount of the contract bid prices for the items of work to be guaranteed, and this amount shall continue in full force and effect for the duration of the guarantee period. However, the Labor and Material Bond cannot be reduced until the expiration of 35 days after the date of recordation of the Notice of Completion.

17. Execution Of Contract

The successful bidder shall execute a written contract with the AGENCY on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications within 10 working days from the date of the award. Failure to enter into a contract shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder fails to execute the contract, the AGENCY may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the contract, the AGENCY may award the contract to the third lowest bidder. On the failure of such second or third lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the AGENCY. The work may then be re-advertised.

18. Submission of Bonds And Insurance

The successful bidder will be required to furnish the necessary bonds and insurance to the AGENCY within 10 working days from the award of contract. Prior to issuance of Notice to Proceed, the AGENCY must be furnished with a Policy endorsement as required in the sample agreement depicted in Section D.

19. Addenda

The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the AGENCY.

20. Assembly Bill 626 (AB626)

Assembly Bill 626 (AB 626) adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered on and after January 1, 2017. The legislation will sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the

resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

21. Bid Protest

To be considered timely, a bid protest must be filed within the following time limits:

- (a) Protests based upon alleged defects or improprieties in the bid documents shall be filed prior to the date of bid opening.
- (b) All other protests must be filed within five calendar days after the protester knew or should have known the basis of the protest, but no later than five calendar days after the date of when the Bids were due to the AGENCY.

22. Questions to the Engineer

Questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Engineer up to five working days prior to the bid opening as specified in SECTION A. Questions asked of the Engineer after this time will not be addressed.

23. RFI (SEE NEXT PAGE)

**CITY OF BREA
AROVISTA PARK SLOPE IMPROVEMENTS,
CIP PROJECT No. 7922**

**REQUEST FOR INTERPRETATION OF CONTRACT
DOCUMENTS**

Date:

Time:

Company:

Contact Person:

Address:

Telephone:

FAX:

Plan Sheet:

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

T0 A/E:

SECTION C

PROPOSAL

for the
AROVISTA PARK SLOPE IMPROVEMENTS
CIP PROJECT No. 7922

in the
CITY OF BREA

TO THE PUBLIC WORKS DIRECTOR OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete all of the work **by June 28, 2019 not inclusive of the landscape maintenance period.**

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

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

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

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

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>

BID FORM
AROVISTA PARK SLOPE IMPROVEMENTS
CIP PROJECT No. 7922

Bidder: _____

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization (5% Max)	1 LS		
2.	Tree and/or Stump Removal	10 EA	\$ /EA	
3.	Earthwork – Unclassified Excavation	145 CY (F)	\$ /CY	
4.	Earthwork – Unclassified Fill	645 CY (F)	\$ /CY	
5.	Pipe and Board	600 LF	\$ /LF	
6.	Irrigation Systems	1 LS		
7.	Plant Material	1 LS		
8.	90 Day Plant Establishment and Maintenance Period	1 LS		

Total: Bid in Figures: \$
Total: Bid in Words:

1. (F) means Final Pay Quantity.

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

LIST OF SUBCONTRACTORS

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

<i>Bid Item (s) Number</i>	<i>% Portion of Total Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>

By submission of this proposal, the Bidder certifies:

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

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

ss.

County of Orange

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

Name of Bidder

Signature of Bidder

Address of Bidder

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

NOTARY PUBLIC _____ NOTARY SEAL _____

BIDDER’S STATEMENT REGARDING “ANTI-KICKBACK” REQUIREMENTS

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

Signed _____

Title _____

Firm _____

Date _____

UTILITY AGREEMENT

HONARABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **AROVISTA PARK SLOPE IMPROVEMENTS, CIP PROJECT No. 7922**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

Contractor

By

Title

Date: _____

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes

☐ No

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface. There is no handwriting or other markings on the paper.

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

COMPENSATION INSURANCE CERTIFICATE

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

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

Contractor

By

Title

Date: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name

Business Address

City, State Zip

()

Telephone Number

Email Address

State Contractor's License No. and Class

DIR Registration Number

Original Date Issued (Contractor's State License)

Expiration Date

The work site was inspected by _____ of our office on _____, 20__.

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Company Name

Signature of Bidder

Printed or Typed Signature

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

NOTARY PUBLIC _____

NOTARY SEAL

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

1.

Name and Address of Public Agency

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

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

2.

Name and Address of Public Agency

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

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

3.

Name and Address of Public Agency

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

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

Responsible Bidder – Supplemental Questionnaire

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

_____ Years

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

☐ Yes

☐ No

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

_____ Case Number

_____ Bankruptcy Court

_____ Date Filed

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

☐ Yes

☐ No

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

_____ Case Number

_____ Bankruptcy Court

_____ Date Filed

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

If “yes,” explain on a separate page.

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes

☐ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes

☐ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes

☐ No

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

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

☐ Yes

☐ No

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

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

%

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

☐ Yes

☐ No

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

Inaccurate response to this questionnaire may result in bidder’s proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ as PRINCIPAL, and

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

In no case shall the liability of the surety hereunder exceed the sum of \$_____. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on _____.

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

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

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

Principal

Surety

By: _____

BID BOND ACKNOWLEDGMENT OF SURETY

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

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____ before me, _____

 (insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

SECTION D

SAMPLE CONTRACT

A G R E E M E N T

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

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

WHEREAS, CITY did accept the bid of CONTRACTOR and;

WHEREAS, CITY's Public Works Director has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of the **AROVISTA PARK SLOPE IMPROVEMENTS, CIP PROJECT No. 7922**.

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

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the construction of the **AROVISTA PARK SLOPE IMPROVEMENTS, CIP PROJECT No. 7922** ("Project"). Said work shall be performed in accordance with contract documents for this Project on file in the office of the CITY Engineer and in accordance with bid prices, plans and specifications hereinafter mentioned and in accordance with the instructions of the Public Works Director. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.

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

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

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

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

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

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

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

5. TERM OF CONTRACT: CONTRACTOR agrees to complete the Project and all of the work by **June 28, 2019** ("completion date"). CONTRACTOR agrees further to the assessment of liquidated damages in the amount of **\$1,200** for **each working day** the work remains incomplete beyond the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this Contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated

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

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

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

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

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

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

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

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

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

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

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

- (i) \$2,000,000 (Two Million Dollars) for bodily injury or death;
- (ii) \$2,000,000 (Two Million Dollars) for property damage;
- (iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

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

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;
- (2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide;
- (3) Name as additional insureds the CITY, its elected officials, officers, employees attorneys and agents, and any other parties including subcontractors and residents at 426, 504 and 512 Jasmine Drive as well as 701, 700, 702 Lime Street., specified by CITY to be included;
- (4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
- (5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- (6) Contain a clause substantially in the following words:

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

7. LABOR CODE COMPLIANCE:

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

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

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

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

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

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

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

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

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

CONTRACTOR's bid was submitted. All licenses must comply with California Business and Professions Code Section 7057 regarding a general building contractor. CONTRACTOR and all subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

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

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

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

In addition, whenever work under the Agreement that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall submit for acceptance by CITY or by a

registered civil or structural engineer employed by CITY to whom authority to accept has been delegated (“Engineer”), in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs therefor shall be included in the price named in the Agreement for completion of the work as set forth in the Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the CITY or on any CITY officer, agent, or employee. All plans, plan review, processing and shoring costs are CONTRACTOR’s responsibility.

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

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

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

The CONTRACTOR will defend, indemnify and hold the CITY, its elected official, officers, employees, agents and volunteers free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, violation of the Labor Code or any other code or regulation, and/or activities of the CONTRACTOR, its agents, employees, subcontractors, and/or invitees in or related to the performance of this Agreement (collectively, “Claim(s)”), whether or not there is concurrent

passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, as determined by a final court decision or agreement of the parties, and in connection therewith:

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

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

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

15. CONTRACTOR'S REPRESENTATIONS: CONTRACTOR represents, covenants and agrees that: a) CONTRACTOR is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONTRACTOR's full performance under this Agreement; c) there is no litigation pending against CONTRACTOR or any owner or officer thereof, involving theft, dishonesty or fraud involving a public works project, and neither CONTRACTOR nor any owner or officer thereof not the subject of any criminal investigation or proceeding involving a public works project; and d) to CONTRACTOR's actual knowledge, neither CONTRACTOR nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty or fraud in connection with a public works project, within the last ten (10) years.

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

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

To CONTRACTOR:

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

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

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

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

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

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

CONTRACTOR _____

State of California

Contractor License No. _____

By: _____

By: _____

Title: _____

Title: _____

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____

Public Works Director

SECTION E

SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions and the **“GREENBOOK” Standard Specifications for Public Works Construction**, 2015 edition, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

*BNi Building News
3055 Overland Avenue
Los Angeles, California 90034
(213) 202-7775*

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

PART 1

GENERAL PROVISIONS

SECTION 1

TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.

Board - The City Council of the City of Brea.

Caltrans - The State of California Department of Transportation.

County - The County of Orange.

Engineer - The City Engineer of the City of Brea or his authorized representative.

SECTION 2 SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

[Replace with the following:].

Within **10 working days** after the date the AGENCY'S award of contract, the Contractor shall execute and return all contract documents required by the AGENCY. The AGENCY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS

[Add the following:].

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the AGENCY.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final

payment will not be made until this requirement is met. Reference in the Special Provisions to "State Standard Specifications" shall mean the Standard Specifications, 2015 edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

*State of California - Department of General Services
Publications Distribution Unit
P.O. Box 1015
North Highlands, California 95660*

Reference in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Brea, and where applicable, the following:

Standard Plans for Public Works Construction, published by the American Public Works Association, 2015 edition.

Standard Plans, published by the Orange County Environmental Management Agency.

Standard Plans, published by the State Department of Transportation, 2015 edition. Only the following sections apply with regard to Caltrans Standards:

1. Signals, lighting, and electrical systems
2. Pavement Markers
3. Construction area Traffic Control Devices
4. Equipment Rates

2-5.3 Submittals

2-5.3.1 General **[Add the following]**

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall identify submittals which will be required by each section of the specifications and determine the date on which each submittal will be made. Submittal schedule shall be in matrix form. Submittals shall be consecutively numbered and shall include the specification section number to which they pertain. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede progress of work.

2-9 SURVEYING

2-9.1 Permanent Survey Markers

[Revise the first three sentences of the first paragraph to read:].

The Contractor shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, property line and corner survey markers and bench marks. The Contractor at their cost, shall file a Corner Record referencing survey monuments subject to disturbance in the office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, property line and corner survey markers, or bench marks without the consent of the Engineer or the owner on Private Contracts.

[Add the following:].

When the contract does not include a pay item for the adjustment of monuments to finished grade and unless otherwise provided for in the specifications, full compensation for said adjusting shall be included in the price bid for other items of work and no additional compensation will be allowed therefor.

The contractor shall be responsible for the replacement of any survey benchmark, monument or property line and corner survey marker that is destroyed as a result of their operations.

A survey benchmark is defined as any permanent point used by the National Geodetic Survey (NGS), National Oceanic and Atmospheric Administration (NOAA), California Department of Transportation (Caltrans), Orange County Surveyors (OCS), City of Brea Development Services Department, or by any other public agency to establish or perpetuate a vertical datum; said point is typically a 3 3/4" aluminum disk with said agency's stamping. Datum information for public viewing is on file at said agency.

A survey monument is defined as any permanent point as shown on file at the NGS, NOAA, Caltrans, OCS, City of Brea Development Services Department or any other public agency; said point being used to establish or perpetuate horizontal control. These points include but are not limited to centerline street monuments or accessories to said centerline street monuments (i.e. tie points), property corners or accessories to said corners, or monuments established in connection with the Orange County Geodetic Control Network or accessories to said monuments.

These points shall be tied out and replaced by a licensed Land Surveyor or a licensed Civil Engineer authorized to practice land surveying pursuant to sections 8700 to 8806 of the Business and Professions code of the State of California (Land Surveyors Act). The Corner Records produced from said tie-out and replacement survey shall be furnished to the City of Brea Development Services Department as well as filed with the office of the County Surveyor indicating responsible charge (stamped), within 60 days of the final survey.

2-9.2 Survey Service

[Replace the first paragraph with the following]

Except for private contracts, the Contractor will be responsible for the accuracy of surveying adequate for construction, however the task of surveying itself shall be performed under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying, retained or provided for by the Contractor.

[Replace the second and third paragraph with the following three paragraphs:].

All construction surveying will be performed by or under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying, retained or provided for by the Contractor. Monument preservation surveying necessary to complete the work shown on the plans and provided for in these contract documents and specifications shall also be accomplished by or under the direction of a licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying, retained or provided for by the Contractor.

All costs to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing monuments or accessories to monuments or costs associated with the preparation or filing of Corner Records pursuant to sections 8700 to 8806 of the Business and Professions Code shall be included in the bid item for survey monument preservation.

Payment for survey monument preservation shall be per the contract lump sum bid price and no additional compensation will be allowed therefor. When the contract does not include a pay item for monument preservation and unless otherwise provided in the specifications, full compensation for all monument preservation required to complete the work shall be included in the price bid for other items of work and no additional compensation will be allowed therefor.

2-10 AUTHORITY OF BOARD AND INSPECTION

[Add the following].

The Contractor shall give at least 24 hours advance notice when he or his subcontractor will start or resume the work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or AGENCY holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

If the Contractor elects to work under this contract more than 8 hrs./day or more than 40 hrs./week, Saturday, Sunday, or AGENCY holidays, he shall arrange with the Engineer for the required inspection service and pay the **Special Inspection Fees** which will be charged at the following rates:

4 hrs. or less/day - \$380.00
4 hrs. to 8 hrs./day - \$760.00

When Special Inspection is required, the Contractor shall notify the AGENCY and pay inspection fees 24 hours in advance. If the Contractor is directed by the AGENCY to work under this contract more than 8 hrs./day or more than 40 hrs./week, the Special Inspection fee requirements may be waived.

SECTION 3 CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.1 General

[add the following:].

Extra work compensation will be made for labor, equipment and materials used in the specific work zone where the extra work is being performed and not for all crew and materials on-site.

When extra work or utility interference is encountered, contractor shall contact City and jointly evaluate if workforce and/or trucking should be reduced or remain as compensable.

All extra work truck material weight tickets must be completely filled out with times, location and material dumped to be eligible for extra work payment.

All extra work must be approved by authorized City representatives prior to commencing work. Without said approval, contractor will be working at risk hence compensation is not guaranteed.

3-3.2.3 Markup.

[Delete Subsection in total and replace with the following:].

(a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

- 1) Labor15
- 2) Materials10
- 3) Equipment Rental10*
- 4) Other Items and Expenditures10

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates

To the sum of the costs and markups provided for in the subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

In the event, the Contractor suspect, or begin to locate a utility pipe, conduit, structure or unknown mass, he shall continue to uncover and investigate the limits of the item and contact

USA as part of the bid item scope. Once the item can be sufficiently viewed, any stand-by time, during which no constructive work is being accomplished on the item will be paid at the base rate for Labor + 10% and for Equipment not working will be paid applying the Delay Factor to the hourly rental rate per the Caltrans Rental Guide with no further mark-up.

SECTION 4 CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Warranty Bond furnished to the AGENCY by the Contractor. There shall be specific wording in the Warranty Bond, that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The AGENCY reserves the right to withhold the retention until the Warranty Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Warranty Bond within 10 working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the AGENCY to file claim against the bond.

Excepted from the Warranty Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

4-1.4 Test of Materials

[Replace the third sentence of the first paragraph with the following:].

Unless otherwise provided, all testing shall be performed under the direction of the Engineer and the AGENCY will bear the cost of initial testing of material and workmanship which are required by the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, and overtime shall be borne by the Contractor.

4-1.6 Trade Names or Equals

[Replace the last two sentences of the first paragraph with the following:].

Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth in the Instructions to Bidders.

SECTION 5 UTILITIES

5-1 LOCATION

[Replace the first sentence of the last paragraph with the following:].

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate.

It shall be the Contractor's responsibility alone to determine the location of underground utilities or substructures of every nature and to protect them from damage.

The Contractor shall pothole all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by the Work.

5-4 RELOCATION

[Replace the second sentence of the last paragraph with the following:].

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

5-5 DELAYS

[Add the following paragraph:].

All notification to utility companies insofar as the relocation or removal of a utility shall be made by the Engineer based on Contractor's request as submitted to the Engineer at least 48 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect excepting thereof any delay cost incurred as a result of the utility company not responding at their agreed time.

5-7 UTILITY MARKINGS

[Is hereby added to Section 5:].

Upon completion of the project, the Contractor shall be required to remove, to the satisfaction of the Engineer, all utility locator markings and utility tie-out paint markings that either the contractor, the City or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters using the removal method acceptable to the Engineer. Any damage to the existing improvements due to the Contractor's removal operation

shall be repaired at the Contractor's expense. Payment for removing utility markings shall be included in the various applicable items of work, and no additional compensation will be allowed therefore.

SECTION 6

PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

[Replace the first sentence of the first paragraph with the following:].

The Contractor's proposed construction schedule shall be submitted to the Engineer within 10 working days after the date of the AGENCY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the Agency with a 3 week look ahead schedule in a tabular format at every weekly construction meeting.

[Add the following:]

Record Keeping: The Contractor shall submit daily progress reports to the Engineer via the Internet utilizing a web site address **VPM@www.virtual-pm.com** managed by the Agency. This web site, "Virtual Project Manager" will be used exclusively by site foreman to record daily progress, problems, additions/deletions and or request change orders for review by engineer/inspector and Project Manager. The Job site supervisor (Contractor) is required to have access and knowledge to utilize a digital camera and Internet. Daily use of computer is required to input aforementioned documents.

6-2 PROSECUTION OF WORK

If the Engineer determines that the Contractor is failing to prosecute the work to the proper extent, the Contractor shall, upon order from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the work as described herein shall be included in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes after orders of the Engineer; the work may be suspended in whole or part, or payment withheld, until the Contractor takes said steps.

If work is suspended through no fault of the City, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during periods of suspension, the City may

elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-7 TIME OF COMPLETION

6-7.1 General

[Delete the last sentence and add the following:].

The Work must be completed by **June 28, 2019**, including delivery of materials exclusive of maintenance periods and punch list items. Should work continue past the date or time specified in the contract at no fault of the Agency then all costs incurred for inspection and construction management, past the time or date specified in the contract agreement, shall be borne by the Contractor. In addition, should the punch list items not be completed within 14 calendar days after the Project has been deemed significantly completed by the Agency or after beneficial occupancy. The Contractor shall be responsible for all costs, after the 14 calendar days, associated with inspection and construction management.

6-7.2 Working Day

[Add the following:].

The Contractor's activities shall be confined to the hours between 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

[Delete subsection in total and replace with the following:].

A working day is any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Memorial Day (May 27, 2019)
2. Saturday and Sunday.
3. Any day designated as a holiday by the Agency.
4. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association.
5. Any day the Contractor is prevented from working at the beginning of the workday for cause as specified in 6-6.1
6. Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as specified in 6-6.1.

6-9 LIQUIDATED DAMAGES

[Replace the third sentence with the following:].

For each consecutive working day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$1,200.00.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

[Add the following:].

A noise level limit of 95 dbl. at a distance of 50' shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

7-2 LABOR

7-2.1 General

[Add the following:].

The Contractor will be required to submit weekly certified payrolls for the project. The Contractor shall also submit payrolls for all subcontractors who perform work in excess of \$1,000.

The payrolls reflect payment of the prevailing wage to all employees plus required fringe benefits. Failure to comply with this requirement may be cause for the City to stop construction or to withhold contract payments until the Contractor shows compliance.

7-2.2 Laws

[Add the following:].

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY

[Delete the entire subsection:].

7-3.1 General

[Add the following:].

Contractor shall, prior to execution of an Agreement with the AGENCY, comply with the provisions of AGENCY's insurance requirements as follows:

Except as provided in 6-10, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY. Contractor will conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in 6-10.

The cost of this insurance shall be included in the Contractor's Bid.

7-5 PERMITS

[Delete Subsection in total and substitute with the following:].

Prior to the start of any work, the Contractor shall take out the applicable permits and make arrangements for inspections. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity. This includes all access or encroachment permits to County facilities if required.

7-7 COOPERATION AND COLLATERAL WORK

[Add the following:]

The contractor shall coordinate with private properties in the vicinity of the work around Lime Street and Jasmine Drive. The improvements will be installed within the project limits that include a recently acquired right of entry for each property. Best practices will be used for the pipe and board installation to minimize disturbance to structures and existing improvements within and around the private properties.

Prior to start of work Contractor shall provide the Agency survey control points (horizontal and vertical datum) of any swimming pool, concrete pad and other significant features for all private residences within the realm of the project limits. In addition, Contractor shall perform weekly survey of the same control points until the installation of the proposed improvements is completed. Contractor shall obtain permission from the residents 5 days prior to starting any work or entering on their properties. The cost for survey and monitoring of the existing improvements by the Contractor is considered included in the various contract bid items of work.

The Contractor's operations adjacent to any/all existing private property shall be performed within the project and right of entry limits unless the Contractor obtains additional authorization through

written consent from the property owners. Contact shall be made with all property owners two weeks as well as 5 days prior to work beginning. The Contractor shall ensure that all residents, employees, couriers, etc. shall have safe ingress and egress at all times. Any temporary fencing shall not encroach onto private property without prior written consent from property owner. Private property improvements disturbed or destroyed by construction shall be repaired or replaced in kind or better.

Payment for private property coordination, agency coordination, and repairs/replacement of private improvements shall be included in various related items of work.

No stockpiling will be allowed for this project. All excess material shall be removed at the end of each day.

7-8 PROJECT SITE MAINTENANCE

7-8.1 Cleanup and Dust Control

[The second paragraph is amended to read:].

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

7-8.4.2 Storage of Equipment and Material in Public Streets

Construction materials and equipment shall be stored at the Contractors staging facility at Contractor's expense, unless storage within the Project limits is authorized by the Agency.

Construction equipment shall not be stored at the work site before its actual use on the work.

No stockpiling will be allowed for this project. All excess material shall be removed at the end of each day.

In no event is Contractor to stockpile material, tools or equipment in the parkways or on the park.

Construction Area Maintenance

Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and or other means as necessary. The use of water resulting in mud on public streets or property will not be permitted as a substitute for sweeping or other methods.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. This is to include the removal of all utility markings (Underground Service Areas – USA) made as a part of the project.

Payment for “Final Cleaning-Up” is considered included in the various contract bid items of work and NO additional compensation will be allowed therefore.

7-8.5 Temporary Light, Power & Water

[Delete the final paragraph and replace it with the following to the end of the section:]

Water shall be obtained through the AGENCY’s Finance Department. In order to obtain construction water from an AGENCY fire hydrant, the Contractor will be required to obtain an AGENCY supplied hydrant meter. A \$2,650 refundable deposit is required on the meter. An “Eddy” valve must be attached to the temporary meter for the purpose of operating the hydrant.

The cost for the meter and water used shall be charged in accordance with City Council Resolution No. 95-95 and 2018-048. These charges are as follows:

Meter Service Charge Per Month	Rate Per 100 Cubic Feet
\$130.00	\$7.17

Any unauthorized use of AGENCY water from a fire hydrant or other AGENCY facility will be estimated by the AGENCY as to usage and invoiced to the Contractor at three times the rate schedule above and a fine of \$300 per citation and deducted from progress payments. The Contractor shall not use water or power from private residences.

The cost of water and power used by the Contractor is considered included in the various contract bid items of work and NO additional compensation will be allowed therefore.

7-8.6.1 General

[Add the following to the end of the section:].

Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities:

- a) The CONTRACTOR shall be responsible for identifying and obtaining all permits and licenses required for this project. Cost and fees associated with said permits regardless of whether obtained by the COUNTY, CITY or by CONTRACTOR, shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall comply with all rules and regulations included in said permits and licenses. Should the CONTRACTOR fail to conform to said rules and regulations, the CITY reserves the right to perform the work necessary to conform to the rules and regulations. The cost of such work will be deducted from any funds to become due to the CONTRACTOR.

It is noted that multiple permits are required from the various regulatory agencies. CONTRACTOR is to abide by and follow the requirements of all such permits.

- b) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES WATER QUALITY ORDER NO. 2009-0009-DWQ (GENERAL PERMIT)

On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers (construction sites where calculated soil disturbance totals 1 acre or more) are required to obtain coverage and comply with this Construction General Permit (CGP).

A copy of this permit and related documents/attachments may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read and understand all the requirements of this Permit as they relate to this project.

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region as described above. Section XV, "Municipal Construction Projects/Activities," of the Municipal Permit describes specific compliance with the latest version of the State's CGP within the Santa Ana Region.

7-8.6.2 Best Management Practice (BMP)

[Add the following to the end of the section:].

Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities:

- c) The Contractor is required to adhere to the provisions of the Federal Clean Water Act as regulated by the U.S. Environmental Protection Agency in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124, the Porter-Cologne Act (California Water Code), the Waste Discharge Requirements for Municipal Storm Water Discharges within the County of Orange and the National Pollution Discharge Elimination System (NPDES). Copies of the suitable Best Management Practices (BMPs) from the California Stormwater Quality Association (CASQA), Stormwater Best Management Practice Handbook for Construction Activities are available for review at the offices of the AGENCY's City Engineer or can be found at www.cabmphandbooks.com. The following BMPs are included by reference.

- 1) Saw Cutting: Shovel or vacuum saw-cut slurry and remove from site. Downstream catch basins, storm drains, and sewer manholes are to be barricaded or covered to contain slurry during saw-cutting operations. Refer to BMP NS-3, Paving and Grinding Operations, and SE-10, Storm Drain Inlet Protection from the BMP Handbook.

- 2) Concrete Truck Washout: Washout of concrete trucks will not be allowed in the gutters, paved street, or catch basin. Washout on the surface will be allowed only if the runoff from such a discharge can be contained and not be allowed to enter any catch basin, storm drain, or sewer manhole. Refer to BMP WM-8, Concrete Waste Management in the BMP Handbook.
- 3) Street Sweeping: Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. Refer to BMP SE-7, Street Sweeping and Vacuuming in the BMP Handbook.
- 4) Spill Prevention: Care shall be taken to prevent any spills or leakage from entering the storm drain system. Refer to BMP WM-4, Spill Prevention in the BMP Handbook.
- 5) Solid Waste/Stockpile Management: Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and shall keep stockpiles of materials protected from storm water runoff. Refer to BMP WM-3, Stockpile Management and WM-5, Solid Waste Management in the BMP Handbook
- 6) Sanitary and Septic Wastes: The contractor will provide portable toilets, located away from the drainage patterns and will provide for maintenance as required by a licensed Waste management company. Refer to BMP WM-9, Sanitary and Septic Wastes in the BMP Handbook.

The cost for conforming to the provisions of the Federal Clean Water Act, the NPDES and as specified in this special provisions is considered included in the various contract bid items of work and NO additional compensation will be allowed therefore.

7-8.6.4 Dewatering

[Add the following to the end of the section:].

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from CITY owned and/or operated facilities and activities (including construction)..

A copy of the CITY's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_o_c_stormwater_ms4_permit.pdf

A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

[Delete the second paragraph and substitute with the following:].

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures.) which are damaged or removed as a result of his operations.

Where existing traffic striping, pavement markings and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or reestablishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

[Delete the last paragraph and substitute the following:].

All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing existing improvements shall be included in the bid in other items of work unless otherwise specified.

7-10 SAFETY

7-10.1 Traffic and Access

[Add the following:]

Within 10 calendar days after notification of award, the Contractor shall submit, for review and approval by the Engineer, a Traffic Control Plan. The Traffic Control Plan shall be signed and stamped by a **CIVIL OR TRAFFIC ENGINEER** licensed by the State of California, familiar with the preparation of traffic control plans.

The contractor shall not set or have any traffic control devices on the roadway before 9:00 AM or after 3:00 PM or a fine will be issued and be deducted from progress payment. The fine shall be \$500 per each 15 minute period or fraction of.

All traffic control shall be in accordance with the latest edition of the following documentation: **Caltrans - Manual of Traffic Control Devices for Construction and Maintenance Work Zones, Traffic Manual, Sign Specifications, Standard Plans**, and the **Standard Specifications**.

The Contractor shall provide, to the Engineer, a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.

Prior to the start of construction, the Contractor shall inform the AGENCY's Police and Fire departments of the project location, approximate starting date, completion date, and the name and telephone number of contractor representatives who may be contacted at any hour in the event of an emergency.

POLICE DEPARTMENT: *Watch Commander @ (714) 990-7626*

FIRE DEPARTMENT: *Battalion Chief @ (714) 990-7658*

Information signs shall be required on all arterial streets one week prior to beginning of roadway construction projects.

The Contractor shall adhere to applicable sections of California Administrative Code, Title 8, concerning electrical and construction safety standards and practices.

Contractor shall require that an approved safety vest be worn by all personnel who are working at this project site. Any worker without a vest may be ordered off the job by the Inspector until such apparel is acquired. Questions as to approved vests shall be directed to the Engineer.

Prior to the beginning of work, the Contractor shall execute the provided construction traffic control plan prepared per current AGENCY guidelines to safely prosecute the construction work involved with a minimum of inconvenience to the motoring public. Any relocation of travel lanes longer than three calendar days shall be delineated by removing the existing striping and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sandblasting.

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position, for any reason, the contractor shall immediately replace or restore to their original location, in an upright position, the cones or portable delineators.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the Vehicle Code, the current State of California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones", and the State of California Department of Transportation Standard Plans.

The Contractor shall furnish such flagmen and equipment as are necessary to give adequate warning to traffic or to the public of any dangerous conditions in accordance with the current Department of Transportation "Instructions to Flagmen".

All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

Warning Signs

Adequate warning signs for motorists shall be placed and maintained throughout all applicable phases of the work including speed limit reduction, loose gravel, fresh oil, and open trench. Signs

shall be 36" X 36" in size; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

7-10.2 Street Closures, Detours, Barricades

[Add the following:].

Street closures will not be allowed except as specifically permitted by the Engineer.

7-10.5.1 Protection of the Public

[Add the following:].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

[Add the following:].

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor, at any time during the operation of the Work.

SECTION 9 MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

[Delete the last paragraph and substitute with the following:].

At the expiration of 35 days from the filing and recording of the Notice of Completion of the Work, the amount deducted from the final estimate and retained by the AGENCY will be paid to the Contractor except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

9-3.2 Partial & Final Payment

[Amend the first sentence of the first paragraph to read:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY'S payment procedure.

Each month, the Contractor shall meet with the Engineer, a minimum of three working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Add the following to the end of the section:].

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

Add the following Section:

9-4 DESCRIPTION OF BID ITEMS

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items related to the work.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in SSPWC, Section 9-1, and "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with SSPWC, Section 9-2, "Lump Sum Work,"

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited to the following description of bid items:

Bid Item No. 1 – Mobilization and Demobilization (5% Max)

Mobilization and demobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications. Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Payment for Mobilization and Demobilization shall be included in the Lump Sum (LS) Price base and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies; and complying with the requirements specified in those licenses and permits; coordination, field office facility, and incidentals necessary to perform all related items of work. Progress payments for mobilization bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization and administration during the entire contract period.

Bid Item No. 2 – Tree and/or Stump Removal

Work under this item shall include all cost associated with the removal and disposal of trees and/or stumps where noted on the plans and in accordance with section 300-1.1 herein.

Payment for this item shall be included in the Each (EA) Price and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all of the work involved thereof, complete, including all the removal and disposal of tree trunk, branches, leaves, stump, and roots from the premises.

Bid Item No. 3 – Earthwork – Unclassified Excavation

Work under this item shall include all cost associated with clearing and grubbing in addition to the removal and disposal of all natural and artificial materials from the construction area and as shown on the plans. All work shall be performed in accordance with sections 300-1.3.1 and 300-2 of the 2015 Green Book and as amended herein.

Payment for this item shall be Final Pay at the contract bid price per cubic yard (CY) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all of the work involved thereof, complete, including all the removal and disposal of all vegetation, roots, rocks, and miscellaneous materials.

Bid Item No. 4 – Earthwork – Unclassified Dirt Fill

Work under this item shall include all cost associated with transportation, preparation, and installation of Class “A” Topsoil fill material in addition to the preparation of subgrade which Class “A” Topsoil fill is to be placed. All work shall be performed in accordance with section 300-4 and Section 800-1 of the 2015 Green Book and as amended herein.

Payment for this item shall be Final Pay at the contract bid price per cubic yard (CY) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all of the work involved thereof, complete, including placement, depositing, condition, and compaction of fill materials.

Bid Item No. 5 – Pipe and Board

Work under this item shall include the installation of pipe and board retention. The slope shall be prepared in accordance with the earthwork bid items. This item includes all cost associated with materials and installation of the pipe and board inclusive of, but not limited to the ties, pressure treated lumber, screws and or bolts, etc... All work shall be performed as noted in Section 305-3 PIPE AND BOARD herein.

Payment for this item shall be at the contract bid price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all of the work involved thereof, complete, including placement and fixtures.

Bid Item No. 6 – Irrigation Systems

Work includes, but is not limited to, furnishing and installing a complete and fully automatic irrigation system as shown and described on the plans, details and specifications. This item includes all permit and installation fees including cost for the trenching, backfill, grading, materials, removals, adjustments, installation of all equipment including furnishing and installation of the irrigation controller and enclosure as described on the plans. Full compensation for complying with these requirements shall be at a “lump sum” unit cost.

Bid Item No. 7 – Plant Material

Work under this item shall include, but not limited to planting all shrubs and mulch at the locations depicted on sheets L3 through L4 of the project plans, conforming to the related planting details on sheet L5 of the project plans and in accordance with the specifications herein, and testing of the soil for planting areas. Payment for this item of work shall be made at the contract unit price bid per lump sum, complete in place. No further compensation will be allowed.

Bid Item No. 8 – 90 Day Plant Establishment and Maintenance Period

Work included in this item consists of, but is not limited to, furnishing and providing all labor, materials, and equipment required to provide plant establishment and maintenance for a total of 90 calendar days. Plant establishment shall start when the last plant material is planted, and shall be 30 calendar days within the project working days. The 60 calendar day maintenance period of landscaping shall start after the project is deemed acceptable to the Agency in the field. Not within the working days for the project. Full compensation for complying with these requirements shall be at the unit price as indicated in the bid schedule and no further compensation will be allowed.

PART 2

CONSTRUCTION MATERIALS

204 LUMBER AND TREATMENT WITH PRESERVATIVES

204-1 LUMBER AND PLYWOOD

204-1.1 Kinds

204-1.1.2 Douglas Fir

All lumber boards for the utilization of the pipe and board operation shall be pressure/weather treated Douglas Fir with a nominal thickness of two (2) inches.

205-2 STEEL PILES

205-2.3 Pipe and Tie

(add the following section)

Pipes shall be galvanized steel 2-inches in diameter and a minimum length of 8-feet. The ties fixture shall be Simpson Strong-Tie Pipe Grip Ties or approved equal.

PART 3 CONSTRUCTION METHODS

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials

300-1.1 General

[Add the following:].

Trees shall be removed in a manner as not to injure existing standing trees, plant, walls, shrubs and etc... not identified for removal on the plans. All stumps and roots 1.5 inches in diameter or greater shall be ground to a depth of 18 inches below the existing surface.

300-1.3.1 General

[Delete Subsection in total and substitute with the following:].

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The park and adjacent areas shall be left with a neat and finished appearance.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General

[Add the following:].

The repair area of the slope shall be over-excavated to at least one foot into competent native materials. After removal and prior to placement of backfill, the bottom of removal shall be observed and confirmed to be competent by the Geotechnical Engineer. The confirmed subgrade to receive fill, shall be cleaned of loose materials and benched into competent materials as determined by the Geotechnical Engineer.

All removed material becomes the property of the Contractor and shall be hauled away and properly disposed.

Unless directed by the Engineer, backfilling and compacting is considered included in each respective bid item and no additional compensation will be allowed therefore.

The areas and quantities shown on the Plans are given only for the Contractor's aid in planning the work and preparing bids. It is the Contractor's responsibility to determine actual area and quantities based on the Plans and field conditions. If there is a significant deviation in area and quantities, the Contractor shall immediately notify the Engineer.

300-4 UNCLASSIFIED FILL

304-1.1 General.

[Add the following:].

The backfill behind and in front of the lagging boards shall be placed with a slope not steeper than 2H:1V. The backfill materials shall be placed in horizontal lifts not more than 8 inches in loose uncompacted thickness, moisture-conditioned within 2% of the optimum moisture content, and compacted to at least 90% of the maximum dry density obtained per ASTM D1557.

SECTION 305 PILE DRIVING AND TIMBER CONSTRUCTION

305-3 PIPE AND BOARD

[Add the following:].

305-3.1 General.

Installation of the lagging board: The lagging boards to be embedded into backfilled materials so that there is at least one foot of backfill support in front of the boards and two feet of retained soil as shown on the plans.

Cantilevered Soldier Pipe Design: Pipes shall be spaced no more than 3 feet on center and embedded 5-feet below the lagging into competent materials.

Fixtures: Each pipe shall have fixture(s) tying the board(s) to the pipe(s) as shown on the plans. Fasteners/Ties shall be installed per the manufacturer's specifications for the applicable application.

PART 8 LANDSCAPING AND IRRIGATION

SECTION 800 MATERIALS

800-1 LANDSCAPING MATERIALS

800-1.1 TOP SOIL

All import and site soil for planting areas is to be tested and appraised by Waypoint Analytical (714) 282-8777, or Wallace Labs (310) 615-0116.

Test soil from a minimum of four (4) locations throughout the project site. Record the locations where samples were taken. Submit soil test results to the Agency before work begins. Cost of soil test shall be borne by the Contractor.

800-1.1.2 CLASS “A” TOPSOIL

Top soil shall be Class “A”. Contractor shall submit agricultural suitability recommendations for imported topsoil to Landscape Architect and City for review and approval prior to installation.

800-1.1.3 Weed Abatement

Contractor shall apply pre-emergent herbicide to visible weeds within entire project limits for the length of the construction period. Limits of work include any area where improvements are anticipated and shown on plans. Routine weed abatement shall be performed regularly as to keep project limits clear of weeds.

800-1.2.4 Commercial Fertilizer

Comply with the results of agronomic soils testing, Part 8.

800-1.2.5 Organic Soil Amendment

Comply with the results of agronomic soils testing, Part 8.

800-1.2.6 Mulch

Mulch as defined as “bark” or “Wood chipped” mulch shall be “Forest Mulch” and is available from Tierra Verde Industries (949) 551-0363 - www.TV-IND.com

800-1.3.1 General

Plants, including shrubs and ground covers, shall have been grown in nurseries inspected by the State Department of Agriculture. Inspection and approval of plants by the City is required. Upon approval, photos or representative plants with a person in the photo will be sent to the City for review prior to installation. The City representative shall go to the nursery to inspect the plants

chosen by the contractor. Where trademark names have been called out in the plant legend, tags must remain on the plants at the time of inspection by the owners authorized representative. Planting shall be laid out in its designated location prior to the installation of the irrigation system in order to properly place the emitter heads. Plant layout to be approved by City.

Work includes, but is not limited to, furnishing and installing plants per plans and specifications. This item shall include all labor, materials, tools, equipment, transportation, and incidentals for performing the work involved per plans, details and specifications. Full compensation for complying with these requirements shall be per the appropriate bid item.

800-1. 3. 2 Shrubs

Shrubs shall be of the specified type and size, selected from high quality, well-shaped nursery stock. Contractor shall arrange site visit with City representative.

800-1. 4 Herbicide

Post emergent herbicide shall be "Roundup" as manufactured by Monsanto or approved equal. Pre-emergent herbicide shall contain Simazine as the primary active ingredient, and shall be granular "Princep 4-G" as manufactured by Ciba-Geigy or approved equal.

800-2 IRRIGATION SYSTEMS MATERIALS

800-2. 1 Pipe and Fittings

800-2. 1. 1 General

The type of pipe materials and fittings shall be as designated on the Plans or in the Specifications and shall comply with the following:

800-2. 1. 2 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings

Plastic pipe shall be rigid unplasticized polyvinyl chloride PVC 1220 (Type 1, Grade 2), conforming to ASTM D 1785. Plastic pipe marked with product standard PS-21-70 conforms to the ASTM requirements. The minimum gaskets shall be rigid unplasticized polyvinyl chloride pressure rating shall not be less than the working pressures indicated therein for the schedule and sizes listed.

Class 315 PVC pipe shall be used for all irrigation mainline, lateral line and pipe sleeves shall be Schedule 40 PVC. All PVC pipe fittings and risers shall be Schedule 80 PVC.

Fittings and couplings for plastic pipe shall be threaded or slip-fitted tapered socket solvent weld type. Threaded adapters shall be provided with socket pipe for connections to threaded pipe. Plastic pipe fittings and couplings shall be PVC I or PVC I/II material supplied in the same schedule size specified for the pipe. The type of plastic material and schedule size shall be indicated on each fitting or coupling. Fittings and couplings shall comply with the following specifications:

TABLE 800-2. 1. 3 (A)

Socket Fittings	
Schedule 40	ASTM D 2466
Schedule 80	ASTM D 2467
Threaded Fittings	
Schedule 80	ASTM D 2464

800-2. 2 Valves and Valve Boxes**800-2. 2. 1 General**

Valves shall be of the size, type, and capacity designated on the Plans or in the Specifications and shall comply with the requirements specified herein.

All valves shall be capable of satisfactory performance at a working pressure of 200 psi (1380 kPa). Valves shall be designed to permit disassembly to replace sealing components without removal of the valve body from the pipeline.

800-2. 2. 2 Gate Valves

Gate valves shall be in same size as the mainline. Gate valves shall be all bronze and chrome plated bronze with reinforced seats and bronze stem.

800-2. 2. 3 Remote Control Valves

Remote control valves shall be electrically operated. They shall be brass / bronze with accurately machined valve seat surfaces, equipped with flow control adjustment and capability for manual operation. They shall be made so that they may be readily disassembled for servicing.

800-2. 2. 4 Valve Boxes

Valve boxes and covers shall be fabricated from a durable plastic material resistant to weather, sunlight and chemical action of soils. They shall be green in color. The cover shall be capable of sustaining a load of 1,500psi. Valve boxes for remote control valves shall have locking covers with heat branded lettering indicating the number of the valve station and the type of valve (RCV for remote control valve; BV for ball valve, etc.).

SECTION 801 INSTALLATION

801-1 Weed Abatement

Apply pre-emergent herbicide as recommended by a licensed pest control advisor to all areas where work is anticipated throughout the corridor and as directed by the City. Submit weed abatement application schedule to City's representative for approval. Pre-emergent to be compatible with the seeded plant varieties and approved by City's representative.

801-2 General

All work shall be reviewed and approved by the City.

Substitutions shall not be allowed unless previously approved in writing by the City.

801-2. 1 Agronomic Soil Testing

Agronomic soil testing will be performed by soil testing agency approved by the City and paid for by the Contractor. Testing facility shall be approved by the engineer.

1. Samples of the native soil shall be submitted to the agronomic soils testing laboratory after all soil remediation efforts and rough grading have occurred and prior to soil preparation.
2. Samples of the Top Soil Class 'A' shall be submitted to the agronomic soils testing laboratory for agricultural suitability recommendations.
3. Two samples shall be taken of site soil, at a depth of 6 to 12 inches, within proposed planting areas, after completion of grading and prior to weed control and soil preparation.
 - a. There shall be two sampling areas located throughout the site as selected by City.
 - b. Take one core sample at each sampling area.
 - c. Suitability and fertility analysis with comments and recommendations will be provided for each sample.
 - d. Testing laboratory's interpretation, recommendations, and comments will be submitted to the City within 14 days after the completion of rough grading.
4. Testing will be performed for fertility and suitability analysis, with written recommendations for soil amendment, fertilizer and chemical conditioners, application rates for soil preparation, planting backfill mix and post-maintenance fertilization programs.
5. Agronomic soils analysis and report recommendations shall take precedence over the amendment and fertilizer application rates specified in this Section.

801-2. 3 Topsoil Preparation and Conditioning

801-2. 3. 1 Soil Preparation

Cross-rip on-grade planting areas to a depth of 10 to 12 inches in two perpendicular directions.

Unless otherwise indicated in the agronomic soils analysis, native soil shall be used with no organic amendment.

The above specification is for bidding purposes only. Final soil test recommendation shall prevail.

801-2. 3. 2 Weed Control

Contractor shall apply pre-planting herbicide to visible weeds before and after topsoil placement, and remove weeds. Immediately after planting, Contractor shall apply pre-emergent weed control to planted areas.

801-2. 3 Finish Grading

Prior to commencement of planting operations, complete finish grading.

Soil areas shall be compacted and settled by application of heavy irrigation to a depth of 12 inches, in combination with mechanical means of compaction.

801 - 3 Planting

801-3. 1 Layout and Plant Location

Planting areas shown on the plan are diagrammatic and are placed in accordance with known topographic information at the time these drawings were made. It shall be the responsibility of the contractor to verify that the placement of designated plant material is appropriate and clear of obstructions. Final plant locations to be approved by project landscape architect/City prior to installation.

801-3. 2 Shrub Planting

Plants will be re-inspected on the site of work prior to installation. Plants under stress will not be approved for planting and are to be removed from site immediately and replaced with suitable plants.

Shrub planting holes shall be backfilled with a prepared backfill mix per the soils engineer's report.

Work includes, but is not limited to, furnishing and installing plant varieties and sizes as shown on the plans and details. Full compensation for complying with these requirements shall be at a unit cost per "each".

801-5 Irrigation System Installation

801-5. 1 General

The Contractor shall furnish all necessary materials, labor, and equipment required to complete the work of installing the irrigation system in accordance with the Specifications. Irrigation coverage test is required to be conducted with City present and can be combined with the irrigation audit.

Unless otherwise provided, the irrigation system layout shown on the Plans shall be considered schematic. With the Engineer's approval, the Contractor may make adjustments where necessary to conform to actual field conditions. The irrigation system shall be operational, with uniform and adequate coverage of the areas to be irrigated, prior to planting.

Service connections shall be as shown on the Plan or designated by the utility company. The Contractor shall notify the Engineer at least 3 weeks prior to the time electrical and water services are required. The Contractor shall be responsible for furnishing the labor and materials to connect to the service connection.

After completing the irrigation system, the Contractor shall submit drawings showing the location of pipe, valves, tubing, wiring, controllers, and electrical services as constructed.

801-5. 2 Irrigation Pipeline Installation

801-5. 2. 1 General

Trench excavation and backfill including the depth of cover over the pipeline shall be in accordance with requirements of Section 308.

Pipe fittings shall be installed in accordance with the manufacturer's recommendations and these specifications. When requested by the Engineer, the Contractor shall furnish the manufacturer's printed installation instructions before pipe installation.

Pipe shall be bedded in at least 2 inches (50 mm) of finely divided material to provide a firm, uniform bearing. After laying, the pipe shall be surrounded with additional finely divided material to at least 2 inches (50 mm) over the top of the pipe. Trenches to be backfilled, if directed by the City, for safety. Trench backfill, sufficient to anchor the pipe, may be deposited before the pipeline pressure testing, except that joints shall remain exposed until satisfactory completion of testing.

Pressure testing: mainline shall be pressure tested prior to lateral lines and valves being installed. Mainline shall be tested at 150 psi for 4 hours without exhibiting any loss of pressure or leaks. Any leaks shall be repaired, and the mainline must be retested at 150 psi for 4 hours. This process will be repeated until there are no leaks in the mainline.

When two or more pipelines are installed in the same trench, they shall be separated by a minimum horizontal clear distance of 6 inches (150 mm) and they shall be installed so that each pipeline, valve, or other pipeline component may be serviced or replaced without disturbing the other.

All assemblies shall be assembled as specified and in accordance with the manufacturer's directions. During installation of pipe, fittings, valves, and other pipeline components, foreign matter shall be prevented from entering the system. All open ends shall be temporarily capped or plugged during cessation of installation operations.

Changes in pipeline size shall be accomplished with reducer fittings.

801-5. 2. 2 Plastic Pipeline

Plastic pipe shall be jointed by socket-type solvent-welded fittings, threaded fittings, rubber-ring fittings, or by other means specified. When plastic pipe is joined to steel pipe, the steel pipe shall be installed first.

Plastic pipe shall be cut square, externally chamfered approximately 10 to 15 degrees, and all burrs and fins removed.

Solvent welded joints shall be made in accordance with ASTM D 2855. The solvent recommended by the manufacturer shall be used.

Plastic pipe installation shall be in accordance ASTM D 2774 and the requirements herein.

Care shall be exercised in assembling a pipeline with solvent welded joints so that stress on previously made joints is avoided. Handling of the pipe following jointing, such as lowering the assembled pipeline into the trench, shall not occur prior to the set times specified in ASTM D 2855.

Solvent shall be applied to pipe ends in such a manner that no material is deposited on the interior surface of the pipe or extruded into the interior of the pipe during jointing. Excess cement on the exterior of the joint shall be wiped clean immediately after assembly.

Threads for plastic pipe shall be as specified in 801-5. A plug shall be installed in the bore of the pipe to prevent distortion prior to threading.

Threaded pipe joints shall be made using Teflon tape or other approved jointing material. Solvent shall not be used with threaded joints.

Pipe shall be protected from tool damage during assembly. Vises shall have pleated jaws and strap wrenches shall be used for installation of fittings and nipples.

Plastic pipe which has been nicked, scarred, or otherwise damaged shall be removed and replaced. Plastic pipe shall be snaked from side to side in the trench to allow 1 foot (1 meter) of expansion and contraction per 100 feet (30 m) of straight run.

The pipeline shall not be exposed to water for 24 hours after the last solvent welded joint is made.

801-5. 3 Installation of Valves, Valve Boxes, and Special Equipment

Valves, pressure regulators, and related accessories shall be furnished and installed as specified.

All valves and other equipment shall be installed in a normal upright position unless otherwise recommended by the manufacturer, and shall be readily accessible for operation, maintenance, and replacement. Sectional control valves shall not be located within range of sprinklers they control.

Gate valves shall be same size as the pipeline in which they are installed. Gate valves and sectional control valves shall be installed below ground. Gate valves shall be housed in a covered plastic box; color: tan; that will permit access for servicing. Sectional control valves shall be equipped with a sleeve and cap centered on the valve stem. Gate valves shall have bronze bodies and able to handle 200 psi non-shock cold working pressure.

Quick-coupler valves shall be installed in round plastic boxes; color: tan, in planting areas, set to finish grade. Quick-coupler valves shall be installed on a double-swing-joint riser assembly as described in 801-5 and secured to a driven No. 4 (No. 13M) reinforcing steel rod as described in 801-5.

All valve boxes, pipe sleeves, and caps shall be set to finish grade, and valves shall be set at sufficient depth to provide clearance between the cover and the cap, valve handle, or key when the valve is in the fully open position. Valve boxes shall be installed 12" from paving, and 12" minimum from adjacent valve boxes.

801-5. 4 Automatic Control System Installation

Wiring shall be continuous unless otherwise authorized. Connections at remote control valves and in pullboxes shall use dry splice wire connector with dielectric silicone sealant cartridge manufactured by Spears or approve equal. Contractor shall make any and all necessary provisions to ensure he has communicated with the City and all utility agencies prior to commencing work on any irrigation.

801-6 Maintenance and Plant Establishment

Subsection 801-6 Maintenance and Plant Establishment

801-6. 1 General

A. The Contractor will maintain all landscaped areas for a maintenance period of 90 days from the date of written acceptance of the project with respect to the original construction work. The project will not be accepted by the City as complete with respect to the original construction work until all elements of the project are completed in accordance with the contract documents. The project will not be segmented into phases, or accepted in phases.

801-6. 1. 1 Irrecoverable Funds; Quality of Care Not Delivered

This contract specifies a certain quality of ongoing care during the maintenance period with respect to the appearance of the landscaping. If the appearance suffers because the Contractor has not provided sufficient manpower and or equipment as required to fulfill the ongoing quality of care specified herein, the prorated payment for landscape maintenance for that month will be reduced.

801-6. 2 Maintenance Tasks

During the maintenance period, the Contractor will schedule coordination with the City and maintain the planted areas which are within the work limits of the contract including, but not limited to: 1) watering; weeding; fertilizing and cultivating; and spraying to keep the plants in a healthy, growing condition and keeping the planted areas neat and attractive; 2) removing trash a minimum of once a week; 3) checking and repairing irrigation systems weekly; 4) pruning shrubs planted under the contract only removing dead, dying or broken branches; 5) removing wilted flowers. Note: Do not prune without first advising the City.

801-6. 3 Replacement Plantings

After planting and during the 90-day maintenance period in the event any plant should die, is missing, weak or displays the appearance of necrosis, the plant will be immediately removed and replaced at the Contractor's expense. All replacements must occur within five (5) days of notice. At the end of the 90-day maintenance period, all plants shall be in a healthy, growing condition and located as indicated on the plan or as approved by the City.

Subsection 801-6. 4 End of Maintenance Period

One week prior to the end of the maintenance period, the City will conduct a walk-through of the area, noting deficiencies and problems to be resolved. The Contractor will be required to resolve all noted items. If the items cannot be resolved within the time remaining, the maintenance period will be extended, without cost to the City, until the items are corrected.

Subsection 801-6. 5 Close-out

1. Final Completion Submittals

A. Final Completion Submittals: Prior to application for Final Payment, Contractor shall submit the following.

B. Agency Document Submittals: Submit to City Representative all documents required by authorities having jurisdiction, including serving utilities and other agencies. Submit original versions of all permit cards, with final sign-off by inspectors. Submit all certifications of inspections and tests.

C. Final Specifications Submittals: Submit to City Representative all documents and products required by Specifications to be submitted, including the following:

1. Operating and maintenance data.
2. Keys and keying schedule.
3. Spare parts and extra stock.
4. Test reports and certificates of compliance.

D. Certificates of Compliance and Test Report Submittals: Submit to City Representative certificates and reports as specified and as required by authorities having jurisdiction, including the following:

1. Irrigation system pressure, operation and coverage tests, and conformance with model landscape ordinance.
2. Lighting, power and signal system tests.

Guarantee and/or Replacement Policy

All new plant material and irrigation installations shall be guaranteed for a period of one calendar year except due to "Acts of God", i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor, if it is determined by City representative that they died due to Contractor's negligence.

Reports and Schedules

A. Weekly Maintenance Schedule(s).

1. Contractor shall provide a weekly maintenance schedule to the City.
2. Notification of change in scheduled work must be received by the City at least 12 hours prior to the scheduled time for the work.

B. Weekly Irrigation Management Schedule Form(s).

The following forms are to be filled out by the water management personnel for the previous week and turned in on the Friday of each week (unless otherwise noted).

1. Irrigation Material Purchase Request, if applicable.
 2. Irrigation Controller Programming Confirmation turned in monthly.
 3. Irrigation Management Form.
 4. An Analysis of Repair Data and Recommendations for Reducing Repair Costs is to be turned in bi-monthly.
- C. Pesticide Use Reports.
- D. Accident Reports.
- E. Incident Reports.
- F. Landfill Diversion Reports.
- G. Contract Maintenance Incident Report.

Ground Cover/Shrubs/Slopes

Fertilization Schedule A

2x/yr 40-10-10 February - October 15 Slow WIN 4-1-1 w/iron or Approved Equal

Note: Avoid fertilization between October 15 and end of January.

APPENDIX A

CONTRACTORS BUSINESS LICENSE APPLICATION



CITY OF BREA
BUSINESS LICENSE TAX APPLICATION
OUT-OF-CITY CONTRACTORS



Please submit completed application with payment
(see fee schedule below) and copy of
current contractor's license (**pocket card**) to:
City of Brea, Business License Division,
1 Civic Center Cir., Brea, CA 92821
(714) 990-7686 office Fax (714) 671-4484
BusinessLicenseInfo@CityOfBrea.net

1. BUSINESS NAME (use exact name as contractor's license)		START DATE (Brea)	
2. BUSINESS ADDRESS (physical address)		BUSINESS TELEPHONE NO.	BUSINESS FAX NO.
3. MAILING NAME AND ADDRESS (if different from business address) Include corp. name if applicable		NO. OF EMPLOYEES (Brea)	
		LOCAL CONTACT NAME, TITLE, RESIDENCE PHONE NO.	
4. TYPE OF BUSINESS: State fully the exact nature of business.			
5. FEDERAL EMPLOYER ID NO.		STATE EMPLOYER ID NO. (EDD #)	
6. CALIFORNIA STATE CONTRACTOR'S LICENSE NO. & CLASSIFICATION	CALIFORNIA SELLER'S PERMIT NO./ RESALE NO. (if applicable)	CALIFORNIA STATE PROFESSIONAL LICENSE NO. (if applicable)	

OWNER/OFFICER INFORMATION

7. Please check the type of ownership and complete information.

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Husband & Wife	<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	
SSN (Only Sole or Partnership):			DL # (Only Sole or Partnership):		
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	
SSN (Only Partnership):			DL # (Only Partnership):		
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	

PAYMENT OF THIS TAX DOES NOT CONSTITUTE ZONING, BUILDING, OR FIRE CODE APPROVAL. CHECK WITH THE DEVELOPMENT SERVICES DEPARTMENT TO DETERMINE IF YOUR BUSINESS CAN BE LEGALLY ESTABLISHED AT YOUR LOCATION.

8. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature _____ Print Name _____ Title _____ Date _____

FOR OFFICE USE ONLY

ACCOUNT NO.	ORDINANCE	CLASSIFICATION
EFFECTIVE DATES	ISSUE DATES	FEE
NOTES:		

SCHEDULE OF FEES (based on State contractor's classification):

	3-Months	6-Months	1-Year
CLASS A- General Engineering Contractor	\$50.00	\$90.00	\$150.00
CLASS B- General Building Contractor	\$40.00	\$60.00	\$100.00
CLASS C- Specialty Contractor	\$20.00	\$36.00	\$ 60.00

APPENDIX B

UNDERGROUND SERVICE ALERT FORM

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

Contractor

By

Title

Date: _____

*Note: This form is required for every Dig Alert
Identification Number issued by U.S.A. during the course
of the Work. Additional forms may be obtained from the
AGENCY upon request*

APPENDIX C

INSURANCE AND INDEMNITY REQUIREMENTS

City of Brea Insurance Requirements

Construction Projects

(Capital improvement projects, other construction and remodeling, etc.)

Asbestos Related Projects

(Abatement, removal, etc.)

The insurance requirements below summarize, but do not supersede, the insurance requirements addressed in the body of the Bid Specifications. You are advised to refer to the bid specifications in addition to the information provided below. (Some projects may have different/additional requirements).

It is highly recommended that you consult your insurance carrier(s) or broker(s) to determine in advance of bid submission the availability and cost of insurance as prescribed and provided herein. Failure to comply with the insurance requirements may result in your bid or proposal not being considered for award of contract. While unlikely to be granted, any proposed deviations from the standards listed below will require City pre-approval.

Type of Insurance Coverage	General Liability	Automobile Liability	Workers' Compensation
Required by Contract?	Yes	Yes	Yes
Minimum Limits of Coverage	\$2,000,000 Combined Single Limit Per Occurrence Minimum	\$2,000,000 Combined Single Limit Per Occurrence Minimum	Workers' Compensation to Statutory Limits; \$1,000,000 Employers' Liability Limit
Minimum A.M. Best's Guide Rating / Other Requirements	A / VII	A / VII	A / VII or State Compensation Insurance Fund
Additional Insured Endorsement Required? Need ISO Form Numbered CG 20 10 11 85 or similar	Yes	Yes	No
Waiver of Subrogation Endorsement Required?	Yes	Yes	Yes
Comments	Contract may require higher limits. Any asbestos clean-up will require "Environmental Impairment Liability Insurance" as per contract specifications.	Unless Contractor establishes that no vehicles will be used.	Not needed for sole proprietors or partnerships with no employees.

APPENDIX D

SAMPLE BONDS

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of _____ (“Public Agency”), has awarded to _____

_____ (“Principal”)

(Name and address of Contractor)

a contract (the “Contract”) for the Work described as follows:

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____ ,

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications

accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of _____ (“Public Agency”), State of California, has awarded to _____

_____ (“Principal”)

(Name and address of Contractor)

a contract (the “Contract”) for the Work described as follows:

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time

within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

("Principal"), a contract ("Contract") for the work described as follows:

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Insert name, address , and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of

_____ **Dollars (\$XXX.XX)**, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of

time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the Authority of any person signing as attorney-in-fact must be attached.

A G R E E M E N T

THIS AGREEMENT ("Agreement" or "Contract") is made and entered this day of FEBRUARY 28, 2019 ("Effective Date"), by and between ARAMEXX GROUP INC., a CORPORATION (hereinafter referred to as "CONTRACTOR") and the City of Brea, California, a municipal corporation (hereinafter referred to as "CITY").

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

WHEREAS, CITY did accept the bid of CONTRACTOR and;

WHEREAS, CITY's Public Works Director has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of the **AROVISTA PARK SLOPE IMPROVEMENTS, CIP PROJECT No. 7922**.

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

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the construction of the **AROVISTA PARK SLOPE IMPROVEMENTS, CIP PROJECT No. 7922** ("Project"). Said work shall be performed in accordance with contract documents for this Project on file in the office of the CITY Engineer and in accordance with bid prices, plans and specifications hereinafter mentioned and in accordance with the instructions of the Public Works Director. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.

2. CONTRACT PRICE AND PAYMENT: As total and complete compensation for all work required hereunder, CITY shall pay to the CONTRACTOR for furnishing and material and doing the prescribed work the unit prices set forth in CONTRACTOR's bid or award amount of **\$166,850.00**. Progress payments shall be made for each portion of the work satisfactorily completed. Notwithstanding the foregoing, CITY shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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

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

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

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

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

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

5. TERM OF CONTRACT: CONTRACTOR agrees to complete the Project and all of the work by **June 28, 2019** ("completion date"). CONTRACTOR agrees further to the assessment of liquidated damages in the amount of **\$1,200** for **each working day** the work remains incomplete beyond the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this Contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated

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

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

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

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

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

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

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

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

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

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

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

- (i) \$2,000,000 (Two Million Dollars) for bodily injury or death;
- (ii) \$2,000,000 (Two Million Dollars) for property damage;
- (iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

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

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;
- (2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide;
- (3) Name as additional insureds the CITY, its elected officials, officers, employees attorneys and agents, and any other parties including subcontractors and residents at 426, 504 and 512 Jasmine Drive as well as 701, 700, 702 Lime Street., specified by CITY to be included;
- (4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
- (5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- (6) Contain a clause substantially in the following words:

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

7. LABOR CODE COMPLIANCE:

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

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

b. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, CONTRACTOR and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To CONTRACTOR:
Aramexx Group, Inc.
532 W. First St., #202
Claremont, CA 91711

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

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

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

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


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

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


CONTRACTOR ARAMEXX Group Inc.

State of California

Contractor License No. 960305

By:  SALIM SAMOUR

Title: PRESIDENT

By:  SALIM SAMOUR

Title: SECRETARY

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____
Public Works Director

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 03/05/2019

SUBJECT: February 22 and March 1, 2019 City Check Registers - Receive and file.

Attachments

02-22-19 City Check Register

03-01-19 City Check Register

City Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180029	AFSS - SOUTHERN DIVISION	02/22/2019	11391	110222211	WHITE-2019 AFSS CONF	\$325.00
AFSS - SOUTHERN DIVISION					Total Check Amount:	\$325.00
180030	MAX ALLEN	02/22/2019	28289	420000000	CLOSED WATER ACCOUNT	\$92.60
MAX ALLEN					Total Check Amount:	\$92.60
180031	APEX AUDIO	02/22/2019	12565	110404542	ASSSTED LSTENNG SYSTM	\$2,676.15
APEX AUDIO					Total Check Amount:	\$2,676.15
180032	ARAMEXX CONSTRUCTION	02/22/2019	27985	510707936	RETENTION:SPORTS PARK	\$3,713.03
ARAMEXX CONSTRUCTION					Total Check Amount:	\$3,713.03
180033	AT&T	02/22/2019	25117	110000000	DEVELOPER FEE REFUND	\$583.70
AT&T					Total Check Amount:	\$583.70
180034	BREA FIREFIGHTERS ASSOCIATION	02/22/2019	17883	110222211	CENTENNIAL BADGE	\$100.00
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$100.00
180035	BREA JUNIOR HIGH SCHOOL	02/22/2019	26569	110000000	DEVELOPER FEE REFUND	\$15.10
BREA JUNIOR HIGH SCHOOL					Total Check Amount:	\$15.10
180036	BREA MEDICAL PARTNERS LP	02/22/2019	25049	110000000	DEVELOPER FEE REFUND	\$314.75
BREA MEDICAL PARTNERS LP					Total Check Amount:	\$314.75
180037	BEN BROUMAND	02/22/2019	27875	420000000	CLOSED WATER ACCOUNT	\$119.00
BEN BROUMAND					Total Check Amount:	\$119.00
180038	LESLIE BUTLER AND/OR MICHAEL STEC	02/22/2019	28294	420000000	CLOSED WATER ACCOUNT	\$85.45
LESLIE BUTLER AND/OR MICHAEL STEC					Total Check Amount:	\$85.45
180039	C.D. LYON INC.	02/22/2019	27499	420000000	CLOSED WATER ACCOUNT	\$1,460.59
C.D. LYON INC.					Total Check Amount:	\$1,460.59
180040	CALIFORNIA NEWSPAPER PARTNERSHIP	02/22/2019	26287	110404311	LEGAL NOTICE DEC 2018	\$270.00
CALIFORNIA NEWSPAPER PARTNERSHIP					Total Check Amount:	\$270.00
180041	COUNTY OF ORANGE HEALTH CARE AGENCY	02/22/2019	19197	510707873	TRACKS:SITE INSP	\$368.00
COUNTY OF ORANGE HEALTH CARE AGENCY					Total Check Amount:	\$368.00
180042	CSULB FOUNDATION	02/22/2019	10182	110212111	MH DEC MAKING COURSE	\$146.00
CSULB FOUNDATION					Total Check Amount:	\$146.00
180043	DELTA T HVAC, INC.	02/22/2019	28265	490515151	SERVICE:A/C 8 @ BCC	\$260.00
		02/22/2019	28265	490515151	SVC VAV 14-25:CCC 3F	\$530.00
DELTA T HVAC, INC.					Total Check Amount:	\$790.00
180044	DEPARTMENT OF JUSTICE	02/22/2019	13406	110141481	FINGERPRNT APPS JAN19	\$951.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$951.00
180045	DOWNTOWN FORD SALES	02/22/2019	18138	480515161	2019 FORD F250 TRUCK	\$41,445.09
DOWNTOWN FORD SALES					Total Check Amount:	\$41,445.09
180046	KEVIN DUNCAN	02/22/2019	28288	420000000	CLOSED WATER ACCOUNT	\$74.68
KEVIN DUNCAN					Total Check Amount:	\$74.68
180047	SOUTHERN CALIFORNIA EDISON	02/22/2019	3343	110515121	ELECTRICITY JAN/FEB19	\$2,701.04
		02/22/2019	3343	110515125	ELECTRICITY JAN/FEB19	\$106.51

City Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180047	SOUTHERN CALIFORNIA EDISON	02/22/2019	3343	110515141	ELECTRICITY JAN/FEB19	\$83.63
		02/22/2019	3343	110515143	ELECTRICITY JAN/FEB19	\$106.51
		02/22/2019	3343	110515148	ELECTRICITY JAN/FEB19	\$50.26
		02/22/2019	3343	490515151	ELECTRICITY JAN/FEB19	\$22,550.98
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$25,598.93
180048	EMERGENCY POWER CONTROLS	02/22/2019	12002	110515125	DT PS ELECTRICAL	\$480.00
EMERGENCY POWER CONTROLS					Total Check Amount:	\$480.00
180049	ESTERLINE	02/22/2019	26103	110000000	DEVELOPER FEE REFUND	\$1,440.81
ESTERLINE					Total Check Amount:	\$1,440.81
180050	CLAUDIA EVERT	02/22/2019	23994	110000000	DEVELOPER FEE REFUND	\$9.16
CLAUDIA EVERT					Total Check Amount:	\$9.16
180051	FRANCHISE TAX BOARD	02/22/2019	13287	110	CD912245780 021519 PR	\$200.14
FRANCHISE TAX BOARD					Total Check Amount:	\$200.14
180052	FRONTIER COMMUNICATIONS	02/22/2019	26183	420515131	562 1821083 2/7-3/6	\$62.36
FRONTIER COMMUNICATIONS					Total Check Amount:	\$62.36
180053	GAIL MATERIALS	02/22/2019	20339	110515144	BASEBALL INFIELD MIX	\$828.26
		02/22/2019	20339	360515145	BASEBALL INFIELD MIX	\$276.09
GAIL MATERIALS					Total Check Amount:	\$1,104.35
180054	GARDNER ARTS NETWORK	02/22/2019	28270	110404542	DEPOSIT:TEA FOR THREE	\$1,200.00
GARDNER ARTS NETWORK					Total Check Amount:	\$1,200.00
180055	THE GAS COMPANY	02/22/2019	3749	490515151	GAS JAN/FEB 2019	\$934.70
THE GAS COMPANY					Total Check Amount:	\$934.70
180056	KELSEY GRAVES	02/22/2019	14447	420000000	CLOSED WATER ACCOUNT	\$21.42
KELSEY GRAVES					Total Check Amount:	\$21.42
180057	HARBOR TRUCK BODIES, INC.	02/22/2019	18241	480515161	DOORPANEL LOCK/RIVETS	\$45.98
HARBOR TRUCK BODIES, INC.					Total Check Amount:	\$45.98
180058	ANN HOLUB	02/22/2019	17433	110000000	DEVELOPER FEE REFUND	\$585.26
ANN HOLUB					Total Check Amount:	\$585.26
180059	INTELLI-TECH	02/22/2019	8774	475141471	HP PRINTER	\$1,322.09
INTELLI-TECH					Total Check Amount:	\$1,322.09
180060	ELISABETH KATAOKA	02/22/2019	26059	110404542	9TO5 OPENING NT GALA	\$330.00
ELISABETH KATAOKA					Total Check Amount:	\$330.00
180061	BRIAN K. KING	02/22/2019	28292	420000000	CLOSED WATER ACCOUNT	\$355.61
BRIAN K. KING					Total Check Amount:	\$355.61
180062	LAKEMAN CHASSIS	02/22/2019	12885	420515131	LOUVER COVRS@PUMP HSE	\$886.91
		02/22/2019	12885	480515161	FABR/INST CONE MOUNTS	\$251.18
LAKEMAN CHASSIS					Total Check Amount:	\$1,138.09
180063	LEAD TECH ENVIRONMENTAL	02/22/2019	28325	510707251	LEAD/ASBESTOS TESTS	\$1,160.00
LEAD TECH ENVIRONMENTAL					Total Check Amount:	\$1,160.00

City Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180064	LIFE-ASSIST, INC.	02/22/2019	10530	174222222	PM MEDS FIRE STN 1	\$910.45
LIFE-ASSIST, INC.					Total Check Amount:	\$910.45
180065	LIVING HOPE CHURCH	02/22/2019	22366	110000000	DEVELOPER FEE REFUND	\$218.77
LIVING HOPE CHURCH					Total Check Amount:	\$218.77
180066	VICTORIA LONG	02/22/2019	28290	420000000	CLOSED WATER ACCOUNT	\$66.63
VICTORIA LONG					Total Check Amount:	\$66.63
180067	SHONE AND/OR GABRIELA LOPEZ	02/22/2019	23364	110000000	DEVELOPER FEE REFUND	\$28.05
SHONE AND/OR GABRIELA LOPEZ					Total Check Amount:	\$28.05
180068	M.I.T. CHEMDRY	02/22/2019	18548	490515151	CLEAN FS1 CARPT/RCLNR	\$350.00
		02/22/2019	18548	490515151	CLEAN FS3 CARPT/RCLNR	\$700.00
M.I.T. CHEMDRY					Total Check Amount:	\$1,050.00
180069	CAMERON AND/OR NANCY MALOTTE	02/22/2019	18866	110000000	DEVELOPER FEE REFUND	\$159.36
CAMERON AND/OR NANCY MALOTTE					Total Check Amount:	\$159.36
180070	MARK COMPANY	02/22/2019	28295	420000000	2" POTBELLY METER	(\$500.00)
		02/22/2019	28295	420000000	REFUND 2" WATER METER	\$3,589.15
MARK COMPANY					Total Check Amount:	\$3,089.15
180071	MEDPOST URGENT CARE - BREA	02/22/2019	27547	110141481	HR MED SVCS JAN 2019	\$789.00
MEDPOST URGENT CARE - BREA					Total Check Amount:	\$789.00
180072	NETMOTION WIRELESS, INC.	02/22/2019	14613	475141471	MOBILITY 1YR PREM MNT	\$8,636.25
NETMOTION WIRELESS, INC.					Total Check Amount:	\$8,636.25
180073	NUVIS LANDSCAPE ARCHITECTURE	02/22/2019	28071	360515147	DOG PARK DESIGN DEC18	\$3,945.00
NUVIS LANDSCAPE ARCHITECTURE					Total Check Amount:	\$3,945.00
180074	JOHN O'NEIL	02/22/2019	26855	110404321	IMMERSN EXH RECEPTION	\$300.00
JOHN O'NEIL					Total Check Amount:	\$300.00
180075	P.L. HAWN COMPANY, INC.	02/22/2019	10742	490515151	AH FILTERS	\$741.00
P.L. HAWN COMPANY, INC.					Total Check Amount:	\$741.00
180076	TAHITI PEHRSON	02/22/2019	28297	110404541	ART TRANSPORT/INST	\$500.00
TAHITI PEHRSON					Total Check Amount:	\$500.00
180077	MARIA PEREZ	02/22/2019	28293	420000000	CLOSED WATER ACCOUNT	\$25.11
MARIA PEREZ					Total Check Amount:	\$25.11
180078	PETTY CASH CUSTODIAN	02/22/2019	12373	110	PETTY CASH REPL 2/11	\$188.55
PETTY CASH CUSTODIAN					Total Check Amount:	\$188.55
180079	PLUMBING WHOLESALE OUTLET, INC.	02/22/2019	18392	490515151	FAUCET AERATOR	\$17.30
		02/22/2019	18392	490515151	FAUCET PARTS	\$54.20
		02/22/2019	18392	490515151	SR CTR RR PARTS	\$204.81
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$276.31
180080	PRINGLES DRAPERIES & BLINDS	02/22/2019	9082	490515151	INST VERTCL VLNCE:FS1	\$88.79
		02/22/2019	9082	490515151	REPL FS1 KTCHN BLINDS	\$832.46
PRINGLES DRAPERIES & BLINDS					Total Check Amount:	\$921.25

City Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180081	JOSEPH ROBERTSON	02/22/2019	26485	110000000	DEVELOPER FEE REFUND	\$266.71
JOSEPH ROBERTSON					Total Check Amount:	\$266.71
180082	RUSS BASSETT CORPORATION	02/22/2019	21511	110212133	CONSOLE FURNITURE	\$300.00
RUSS BASSETT CORPORATION					Total Check Amount:	\$300.00
180083	SPARKLETTS	02/22/2019	3001	490515151	CCC FOUNTAIN WTR 0219	\$18.45
SPARKLETTS					Total Check Amount:	\$18.45
180084	TECHNOVATIVE APPLICATIONS	02/22/2019	14669	110000000	DEVELOPER FEE REFUND	\$35.52
TECHNOVATIVE APPLICATIONS					Total Check Amount:	\$35.52
180085	THEATRICAL RIGHTS WORLDWIDE	02/22/2019	22504	110404542	ROYALTIES:ALL SHOOKUP	\$5,285.00
THEATRICAL RIGHTS WORLDWIDE					Total Check Amount:	\$5,285.00
180086	TRUE TINT WINDOW TINTING	02/22/2019	28281	490515151	TINT WINDOWS:3F CCC	\$2,912.00
TRUE TINT WINDOW TINTING					Total Check Amount:	\$2,912.00
180087	U.S. POSTAL SERVICE	02/22/2019	19260	110404421	MAIL:2019 PET EXPO	\$1,151.41
U.S. POSTAL SERVICE					Total Check Amount:	\$1,151.41
180088	UNIFIRST CORPORATION	02/22/2019	27988	110515121	UNIFORM SVCS JAN 2019	\$45.36
		02/22/2019	27988	110515125	UNIFORM SVCS JAN 2019	\$24.60
		02/22/2019	27988	110515141	UNIFORM SVCS JAN 2019	\$74.34
		02/22/2019	27988	110515143	UNIFORM SVCS JAN 2019	\$16.32
		02/22/2019	27988	110515144	UNIFORM SVCS JAN 2019	\$50.72
		02/22/2019	27988	360515145	UNIFORM SVCS JAN 2019	\$41.80
		02/22/2019	27988	420515131	UNIFORM SVCS JAN 2019	\$96.84
		02/22/2019	27988	430515123	UNIFORM SVCS JAN 2019	\$41.16
		02/22/2019	27988	440515126	UNIFORM SVCS JAN 2019	\$11.52
		02/22/2019	27988	480515161	UNIFORM SVCS JAN 2019	\$137.55
		02/22/2019	27988	490515151	UNIFORM SVCS JAN 2019	\$236.34
UNIFIRST CORPORATION					Total Check Amount:	\$776.55
180089	VERIZON WIRELESS	02/22/2019	21122	110212121	9823459834 1/4-2/3	\$54.09
VERIZON WIRELESS					Total Check Amount:	\$54.09
180090	VIKING SERVICES	02/22/2019	28151	110222223	FS2 WASHER/DRYER RPR	\$769.27
VIKING SERVICES					Total Check Amount:	\$769.27
180091	JIANN WANG	02/22/2019	28287	420000000	CLOSED WATER ACCOUNT	\$8.64
JIANN WANG					Total Check Amount:	\$8.64
180092	TIMOTHY WES	02/22/2019	28291	420000000	CLOSED WATER ACCOUNT	\$6.55
TIMOTHY WES					Total Check Amount:	\$6.55
180093	WESTCOAST SHIRTWORKS, INC.	02/22/2019	22572	110515141	PW HATS	\$200.00
		02/22/2019	22572	490515151	PW HATS	\$965.16
WESTCOAST SHIRTWORKS, INC.					Total Check Amount:	\$1,165.16
180094	DR. ROBERT L. WILKINSON	02/22/2019	19024	110141481	DOT PHYSICALS JAN19	\$255.00
DR. ROBERT L. WILKINSON					Total Check Amount:	\$255.00

City Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
Check Subtotal						\$124,368.27
V31501	ADMINISTRATIVE & PROF	02/22/2019	3344	110	DED:4010 APEA MEMBR	\$528.00
ADMINISTRATIVE & PROF Total Check Amount:						\$528.00
V31502	THE ADVANTAGE GROUP	02/22/2019	24539	110	DED:808B FSA DEPCAR	\$2,779.26
		02/22/2019	24539	110	DED:808C FSA UR MED	\$5,481.28
THE ADVANTAGE GROUP Total Check Amount:						\$8,260.54
V31503	AKAL CONSULTANTS	02/22/2019	19771	510707873	TRCKS S2/S3 ENG'G/ADM	\$2,700.00
AKAL CONSULTANTS Total Check Amount:						\$2,700.00
V31504	ANAHEIM ICE MANAGEMENT	02/22/2019	15170	110404145	ICE SKATING LESSONS	\$532.50
ANAHEIM ICE MANAGEMENT Total Check Amount:						\$532.50
V31505	AVCOGAS PROPANE SALES & SERVICES	02/22/2019	22047	480515161	LPG 479.9 GAL	\$1,288.80
AVCOGAS PROPANE SALES & SERVICES Total Check Amount:						\$1,288.80
V31506	BEST LAWN MOWER SERVICE	02/22/2019	16230	480515161	EXMARK CARB & CABLES	\$378.85
		02/22/2019	16230	480515161	MOWER GROUND WIRE	\$16.21
BEST LAWN MOWER SERVICE Total Check Amount:						\$395.06
V31507	BPSEA MEMORIAL FOUNDATION	02/22/2019	14990	110	DED:4050 MEMORIAL	\$227.00
BPSEA MEMORIAL FOUNDATION Total Check Amount:						\$227.00
V31508	BREA CITY EMPLOYEES ASSOCIATION	02/22/2019	3236	110	DED:4005 BCEA MEMBR	\$570.00
BREA CITY EMPLOYEES ASSOCIATION Total Check Amount:						\$570.00
V31509	BREA ELECTRIC COMPANY	02/22/2019	27530	342515112	STREET LIGHT REPAIR	\$190.00
		02/22/2019	27530	345515112	STREET LIGHT REPAIR	\$154.24
		02/22/2019	27530	346515112	STREET LIGHT REPAIR	\$142.50
BREA ELECTRIC COMPANY Total Check Amount:						\$486.74
V31510	BREA FIREFIGHTERS ASSOCIATION	02/22/2019	3237	110	DED:4016 ASSOC MEMB	\$2,399.50
BREA FIREFIGHTERS ASSOCIATION Total Check Amount:						\$2,399.50
V31511	BREA POLICE ASSOCIATION	02/22/2019	3769	110	DED:4030 BPA REG	\$3,350.00
BREA POLICE ASSOCIATION Total Check Amount:						\$3,350.00
V31512	BREA POLICE ATHLETIC LEAGUE	02/22/2019	1068	110	DED:5010 B.P.A.L.	\$112.50
BREA POLICE ATHLETIC LEAGUE Total Check Amount:						\$112.50
V31513	BREA POLICE MANAGEMENT ASSOCIATION	02/22/2019	21189	110	DED:4019 LDF MEMBRS	\$13.00
		02/22/2019	21189	110	DED:4020 PMA MEMBRS	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION Total Check Amount:						\$240.50
V31514	BREA/ORANGE COUNTY PLUMBING	02/22/2019	3781	490515151	REPL SINKDRAIN PIPING	\$305.99
BREA/ORANGE COUNTY PLUMBING Total Check Amount:						\$305.99
V31515	BUCKNAM INFRASTRUCTURE GROUP, INC	02/22/2019	23775	110515121	PMP UPDATE	\$3,300.00
BUCKNAM INFRASTRUCTURE GROUP, INC Total Check Amount:						\$3,300.00
V31516	BUTLER CHEMICALS, INC.	02/22/2019	6515	490515151	SR CTR DW SVC JAN19	\$167.01
BUTLER CHEMICALS, INC. Total Check Amount:						\$167.01

City Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V31517	BYRNE SOFTWARE TECHNOLOGIES, INC.	02/22/2019	27471	110323241	ACCELA IMPL 12/31-1/4	\$110.00
BYRNE SOFTWARE TECHNOLOGIES, INC.					Total Check Amount:	\$110.00
V31518	C. WELLS PIPELINE MATERIALS INC	02/22/2019	13055	420515131	FIRE HYDRANT	\$3,338.10
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$3,338.10
V31519	CABINET MAGIC, INC.	02/22/2019	19581	490515151	2 CABINET DOORS @ FS2	\$350.00
CABINET MAGIC, INC.					Total Check Amount:	\$350.00
V31520	ANDREW CATOR	02/22/2019	6646	460141474	JAN 2019 MILEAGE	\$224.46
ANDREW CATOR					Total Check Amount:	\$224.46
V31521	CIVILSOURCE INC	02/22/2019	22210	110515171	STAFF AUGMNTN OCT/NOV	\$1,950.00
CIVILSOURCE INC					Total Check Amount:	\$1,950.00
V31522	COMLOCK SECURITY-GROUP	02/22/2019	13625	490515151	KEYS	\$74.24
COMLOCK SECURITY-GROUP					Total Check Amount:	\$74.24
V31523	MACY CONDI	02/22/2019	27495	110212111	TRAINING MILEAGE	\$16.88
MACY CONDI					Total Check Amount:	\$16.88
V31524	RYAN COOPER	02/22/2019	25532	110212111	TRAINING EXPENSES	\$86.64
RYAN COOPER					Total Check Amount:	\$86.64
V31525	CORE & MAIN LP	02/22/2019	27049	420515131	PLUMBING SUPPLIES	\$3,076.12
		02/22/2019	27049	420515131	WATER METERS	\$3,039.26
CORE & MAIN LP					Total Check Amount:	\$6,115.38
V31526	CORONA CLAY CO	02/22/2019	3707	110515141	INFIELD BRICK DUST	\$1,077.50
CORONA CLAY CO					Total Check Amount:	\$1,077.50
V31527	DF POLYGRAPH	02/22/2019	22010	110141481	POLYGRAPH EXAM	\$175.00
DF POLYGRAPH					Total Check Amount:	\$175.00
V31528	ECONOLITE SYSTEMS, INC.	02/22/2019	27147	110515121	EXTRAORD SGNL MNT JAN	\$3,950.06
		02/22/2019	27147	110515121	MO. SIGNAL MNT JAN19	\$3,025.56
ECONOLITE SYSTEMS, INC.					Total Check Amount:	\$6,975.62
V31529	EQUIPMENT DIRECT INC	02/22/2019	4522	110515141	SAFETY GEAR	\$55.89
		02/22/2019	4522	110515141	SAFETY GEAR/GLOVES	\$136.99
		02/22/2019	4522	110515144	SAFETY GEAR/GLOVES	\$45.21
		02/22/2019	4522	360515145	SAFETY GEAR/GLOVES	\$25.24
EQUIPMENT DIRECT INC					Total Check Amount:	\$263.33
V31530	CYNTHIA ESTRADA-HAEBE	02/22/2019	21970	110212111	TRAINING EXPENSES	\$24.00
CYNTHIA ESTRADA-HAEBE					Total Check Amount:	\$24.00
V31531	FACTORY MOTOR PARTS COMPANY	02/22/2019	3504	480515161	BRAKE PADS	\$219.57
		02/22/2019	3504	480515161	BRAKE ROTORS	\$238.67
		02/22/2019	3504	480515161	CREDIT TO #102-058943	(\$548.47)
		02/22/2019	3504	480515161	FAN CLUTCH	\$53.63
		02/22/2019	3504	480515161	WIPER BLADES	\$290.15
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$253.55

City Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V31532	FILARSKY & WATT LLP	02/22/2019	2043	110141481	PROF SVCS JAN 2019	\$3,487.50
FILARSKY & WATT LLP					Total Check Amount:	\$3,487.50
V31533	GALE SUPPLY COMPANY	02/22/2019	21090	110515141	TRASH LINERS/SOAP	\$142.12
		02/22/2019	21090	110515144	TRASH LINERS/SOAP	\$142.12
		02/22/2019	21090	110515148	TRASH LINERS/SOAP	\$142.13
		02/22/2019	21090	360515145	TRASH LINERS/SOAP	\$142.12
GALE SUPPLY COMPANY					Total Check Amount:	\$568.49
V31534	GENERAL PUMP COMPANY	02/22/2019	16281	420515131	ELECTRICAL REPAIR	\$632.25
		02/22/2019	16281	420515131	MOTOR REPAIR 1/8-1/9	\$2,067.20
GENERAL PUMP COMPANY					Total Check Amount:	\$2,699.45
V31535	GLASBY MAINTENANCE SUPPLY CO	02/22/2019	6802	490515151	FLOOR PADS	\$139.90
GLASBY MAINTENANCE SUPPLY CO					Total Check Amount:	\$139.90
V31536	GEOFFREY GOBLE	02/22/2019	27565	110212111	TRAINING MILEAGE	\$16.88
GEOFFREY GOBLE					Total Check Amount:	\$16.88
V31537	DON GOLDEN	02/22/2019	10729	110000000	INSP SVCS 1/31-2/13	\$8,751.41
		02/22/2019	10729	110323242	INSP SVCS 1/31-2/13	\$80.29
DON GOLDEN					Total Check Amount:	\$8,831.70
V31538	GRAINGER	02/22/2019	13634	110515141	CHEMICAL SIGNS	\$46.58
		02/22/2019	13634	110515141	HAND DRYER SENSOR	\$96.78
		02/22/2019	13634	110515144	CHEMICAL SIGNS	\$31.05
GRAINGER					Total Check Amount:	\$174.41
V31539	HCI SYSTEMS INC	02/22/2019	25112	110515125	DT PS3 FIRE ALARM SVC	\$465.00
HCI SYSTEMS INC					Total Check Amount:	\$465.00
V31540	INFANTE MEDIA	02/22/2019	24628	110404542	9TO5 MUSICAL PAYOUT#3	\$6,000.00
INFANTE MEDIA					Total Check Amount:	\$6,000.00
V31541	JACKSON'S AUTO SUPPLY	02/22/2019	1143	480515161	AUTO SUPPLIES JAN19	\$2,994.85
		02/22/2019	1143	490515151	HVAC BELTS	\$10.21
JACKSON'S AUTO SUPPLY					Total Check Amount:	\$3,005.06
V31542	L.N. CURTIS & SONS	02/22/2019	1053	110222221	BOOTS	\$441.78
L.N. CURTIS & SONS					Total Check Amount:	\$441.78
V31543	LEHR	02/22/2019	26035	480515161	MEGA THIN AMBER LIGHT	\$165.67
LEHR					Total Check Amount:	\$165.67
V31544	LINCOLN AQUATICS	02/22/2019	17902	490515152	MAGMETER VFD @ PLUNGE	\$10,073.08
LINCOLN AQUATICS					Total Check Amount:	\$10,073.08
V31545	LONG BEACH BMW	02/22/2019	18120	480515161	FRONT BRAKE PADS	\$198.36
		02/22/2019	18120	480515161	MOTOR RADIO HARNESS	\$427.77
		02/22/2019	18120	480515161	V29793 CRED BY VENDOR	(\$417.82)
		02/22/2019	18120	480515161	WIRING PLUG	\$126.31
LONG BEACH BMW					Total Check Amount:	\$334.62

City Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V31546	LOS ANGELES TRUCK CENTERS, LLC	02/22/2019	7300	480515161	FIRE TRUCK ENGINE RPR	\$1,040.76
		02/22/2019	7300	480515161	VACTOR AIRSYSTEM BLOCK	\$118.68
LOS ANGELES TRUCK CENTERS, LLC					Total Check Amount:	\$1,159.44
V31547	MAKE IT "PERSONAL"	02/22/2019	19203	110212131	MAILBOX PLATE	\$10.14
MAKE IT "PERSONAL"					Total Check Amount:	\$10.14
V31548	MINER, LTD	02/22/2019	27173	490515151	P2 GATE REPAIR	\$1,500.00
		02/22/2019	27173	490515151	PD DOOR LOCK REPAIR	\$175.00
		02/22/2019	27173	490515151	PD DOOR REPAIR	\$773.97
		02/22/2019	27173	490515151	REPAIR DOOR9, LVL P-2	\$956.06
MINER, LTD					Total Check Amount:	\$3,405.03
V31549	MUNISERVICES, LLC	02/22/2019	10627	110141424	STARS SVC 2018 Q3	\$1,250.00
MUNISERVICES, LLC					Total Check Amount:	\$1,250.00
V31550	ORANGE COUNTY SANITATION DIST.	02/22/2019	14689	110	RES SEWER FEE JAN19	\$2,410.00
		02/22/2019	14689	110000000	5% COLL:RES SF JAN19	(\$120.50)
ORANGE COUNTY SANITATION DIST.					Total Check Amount:	\$2,289.50
V31551	ORANGE COUNTY UNITED WAY	02/22/2019	3451	110	DED:5005 UNITED WAY	\$12.40
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$12.40
V31552	PAN-PACIFIC MECHANICAL, LLC.	02/22/2019	27925	490515151	REPLACE AH1 VFD	\$3,903.00
		02/22/2019	27925	490515151	SERVICE:BCC A/C 14	\$283.41
		02/22/2019	27925	490515151	SERVICE:CCC BOILER	\$412.69
		02/22/2019	27925	490515151	TROUBLESH T VFD, AH1	\$378.00
PAN-PACIFIC MECHANICAL, LLC.					Total Check Amount:	\$4,977.10
V31553	PARACLETE FIRE AND SAFETY, INC.	02/22/2019	17760	110515125	FIRE EXT SVC:DT PS2	\$211.03
		02/22/2019	17760	110515125	FIRE EXT SVC:DT PS3	\$140.54
		02/22/2019	17760	490515151	ANNL FIRE EXT SVC:CCC	\$372.25
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$723.82
V31554	RPW SERVICES, INC.	02/22/2019	3791	360515147	SPRAY:FLEAS AND TICKS	\$180.00
RPW SERVICES, INC.					Total Check Amount:	\$180.00
V31555	RUSSELL SIGLER INC.	02/22/2019	21638	490515151	HVAC FILTERS	\$62.84
RUSSELL SIGLER INC.					Total Check Amount:	\$62.84
V31556	BRANDON SCHMIDT	02/22/2019	26748	110212111	TRAINING MILEAGE	\$51.04
BRANDON SCHMIDT					Total Check Amount:	\$51.04
V31557	PAMELA SCHMIDT	02/22/2019	12209	110404145	HYPNOSIS CLASS	\$200.00
PAMELA SCHMIDT					Total Check Amount:	\$200.00
V31558	SCHORR METALS, INC.	02/22/2019	3389	110515125	STEEL COVERS:DT PS3	\$840.45
SCHORR METALS, INC.					Total Check Amount:	\$840.45
V31559	SITEONE LANDSCAPE SUPPLY, LLC	02/22/2019	25942	110515141	IRRIGATION PARTS	\$2,079.46
		02/22/2019	25942	110515141	MEASURING CUPS	\$28.74
		02/22/2019	25942	110515143	IRRIGATION PARTS	\$709.87

City Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$2,818.07
V31560	SOUND ADVICE LLC	02/22/2019	12876	110404542	9TO5 MIC RENTAL	\$1,000.00
SOUND ADVICE LLC					Total Check Amount:	\$1,000.00
V31561	STAGELIGHT PERFORMING ARTS	02/22/2019	25172	110404145	PERF ARTS CLASSES	\$390.00
STAGELIGHT PERFORMING ARTS					Total Check Amount:	\$390.00
V31562	STEVEN ENTERPRISES, INC.	02/22/2019	26543	110404211	CREDIT TO INV#407041	(\$248.91)
		02/22/2019	26543	110404211	PLOTTER SUPPLIES	\$1,648.74
STEVEN ENTERPRISES, INC.					Total Check Amount:	\$1,399.83
V31563	STOVER SEED COMPANY	02/22/2019	15803	110515144	GRASS SEED	\$976.48
		02/22/2019	15803	360515145	GRASS SEED	\$976.49
STOVER SEED COMPANY					Total Check Amount:	\$1,952.97
V31564	TENNIS ANYONE ACADEMY	02/22/2019	12688	110404145	TENNIS LESSONS	\$1,328.50
TENNIS ANYONE ACADEMY					Total Check Amount:	\$1,328.50
V31565	THYSSENKRUPP ELEVATOR	02/22/2019	10308	110515125	ELEVATOR SVC DT PS2	\$323.89
		02/22/2019	10308	490515151	FEB-APR 2019 SVC:CCC	\$7,164.17
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$7,488.06
V31566	TRIMAX SYSTEMS INC	02/22/2019	24557	420515131	TELEMETRY	\$1,840.00
TRIMAX SYSTEMS INC					Total Check Amount:	\$1,840.00
V31567	TROPICAL PLAZA NURSERY, INC	02/22/2019	2062	345515112	HANDRAIL REPAIR	\$3,380.00
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$3,380.00
V31568	TURBO DATA SYSTEMS, INC.	02/22/2019	1472	110212132	HH LEASE TPM JAN19	\$258.60
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$258.60
V31569	VAVRINEK, TRINE, DAY & CO., LLP	02/22/2019	27146	110141431	2017/18 CAFR AUDIT	\$1,880.00
		02/22/2019	27146	110141431	2017/18 SINGLE AUDIT	\$750.00
		02/22/2019	27146	420141431	2017/18 CAFR AUDIT	\$820.00
		02/22/2019	27146	430141431	2017/18 CAFR AUDIT	\$300.00
		02/22/2019	27146	950000000	ILJAOC 2017/18 AUDIT	\$2,000.00
VAVRINEK, TRINE, DAY & CO., LLP					Total Check Amount:	\$5,750.00
V31570	VICKERS CONSULTING SERVICES, INC.	02/22/2019	28122	110222221	CONSULT:GRANT APPLCTN	\$375.00
VICKERS CONSULTING SERVICES, INC.					Total Check Amount:	\$375.00
V31571	WAXIE SANITARY SUPPLY	02/22/2019	3332	110515141	JANITORIAL SUPPLIES	\$223.85
		02/22/2019	3332	110515144	JANITORIAL SUPPLIES	\$223.85
		02/22/2019	3332	110515148	JANITORIAL SUPPLIES	\$223.85
		02/22/2019	3332	360515145	JANITORIAL SUPPLIES	\$223.85
WAXIE SANITARY SUPPLY					Total Check Amount:	\$895.40
V31572	WEST COAST ARBORISTS, INC.	02/22/2019	1556	110515125	TREE REM/PLNTG 1/1-15	\$729.99
		02/22/2019	1556	110515142	TREE REM/PLNTG 1/1-15	\$2,747.72
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$3,477.71
V31573	WILLDAN ENGINEERING	02/22/2019	12445	110000000	INSP SVCS THRU 12/28	\$521.50

City Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V31573	WILLDAN ENGINEERING	02/22/2019	12445	110515171	INSP SVCS THRU 12/28	\$894.00
WILLDAN ENGINEERING					Total Check Amount:	\$1,415.50
Voucher Subtotal						\$131,233.78
TOTAL						\$255,602.05

City Check Register for: Mar 1, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180095	AFSS - SOUTHERN DIVISION	03/01/2019	11391	110222211	MAR 2019 QUARTRLY MTG	\$30.00
AFSS - SOUTHERN DIVISION					Total Check Amount:	\$30.00
180096	ALBERTSONS	03/01/2019	19188	110000000	DEVELOPER FEE REFUND	\$285.95
ALBERTSONS					Total Check Amount:	\$285.95
180097	MARIA ALVARADO	03/01/2019	24210	110	MEMB CANCELLATION	\$22.00
MARIA ALVARADO					Total Check Amount:	\$22.00
180098	ANAHEIM REG MED CENTER AHMC	03/01/2019	21180	110212121	EMERG ROOM CHGS 2/7	\$850.00
ANAHEIM REG MED CENTER AHMC					Total Check Amount:	\$850.00
180099	AT&T CALNET	03/01/2019	20391	420515131	9391011964 1/28/19	\$39.80
		03/01/2019	20391	420515131	9391011977 1/28/19	\$247.49
		03/01/2019	20391	475141471	9391011961 1/28/19	\$230.80
		03/01/2019	20391	475141471	9391011962 1/13/19	\$20.72
		03/01/2019	20391	475141471	9391011963 1/28/19	\$20.74
		03/01/2019	20391	475141471	9391011965 1/28/19	\$39.89
		03/01/2019	20391	475141471	9391011966 1/28/19	\$58.87
		03/01/2019	20391	475141471	9391011968 1/22/19	\$21.25
		03/01/2019	20391	475141471	9391011970 1/15/19	\$80.14
		03/01/2019	20391	475141471	9391011971 1/28/19	\$39.80
		03/01/2019	20391	475141471	9391011972 1/28/19	\$120.48
		03/01/2019	20391	475141471	9391011973 1/28/19	\$41.46
		03/01/2019	20391	475141471	9391011975 1/28/19	\$3,381.01
		03/01/2019	20391	475141471	9391011976 1/28/19	\$909.20
		03/01/2019	20391	475141471	9391011978 1/28/19	\$760.50
		03/01/2019	20391	475141471	9391011979 1/28/19	\$83.31
		03/01/2019	20391	475141471	9391023157 1/28/19	\$20.72
		03/01/2019	20391	475141471	9391023158 1/28/19	\$33.64
		03/01/2019	20391	475141471	9391023159 1/28/19	\$20.72
		03/01/2019	20391	475141471	9391052504 1/28/19	\$274.87
		03/01/2019	20391	475141471	9391052507 1/28/19	\$274.87
		03/01/2019	20391	475141471	9391057787 1/28/19	\$365.26
		03/01/2019	20391	475141471	9391060716 1/28/19	\$272.97
		03/01/2019	20391	475141471	9391063120 1/28/19	\$216.43
		03/01/2019	20391	475141471	9391063276 1/28/19	\$29.00
		03/01/2019	20391	475141471	9391063405 1/28/19	\$99.98
		03/01/2019	20391	475141471	9391064048 1/28/19	\$32.34
AT&T CALNET					Total Check Amount:	\$7,736.26
180100	THE BANK OF NEW YORK MELLON	03/01/2019	16062	880141431	2014 SPEC TAXREF BNDS	\$1,855.00
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$1,855.00

City Check Register for: Mar 1, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180101	BREA CANYON VILLAS HOA	03/01/2019	21900	110000000	DEVELOPER FEE REFUND	\$1,018.35
BREA CANYON VILLAS HOA					Total Check Amount:	\$1,018.35
180102	BURKE REAL ESTATE	03/01/2019	21882	110000000	DEVELOPER FEE REFUND	\$647.08
BURKE REAL ESTATE					Total Check Amount:	\$647.08
180103	WILLIAM A. CALDWELL	03/01/2019	28308	110000000	DEVELOPER FEE REFUND	\$75.73
WILLIAM A. CALDWELL					Total Check Amount:	\$75.73
180104	CALIFORNIA YELLOW CAB	03/01/2019	24712	110404525	SR TAXI RIDES JAN19	\$108.00
CALIFORNIA YELLOW CAB					Total Check Amount:	\$108.00
180105	KRISTI AND/OR MARK COOAN	03/01/2019	28307	110000000	DEVELOPER FEE REFUND	\$268.70
KRISTI AND/OR MARK COOAN					Total Check Amount:	\$268.70
180106	CORELOGIC	03/01/2019	25542	280323215	REAL EST LISTNG JAN19	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
180107	THE COUNSELING TEAM INTERNATIONAL	03/01/2019	13933	110222221	COUNSELING SVCS JAN19	\$550.00
THE COUNSELING TEAM INTERNATIONAL					Total Check Amount:	\$550.00
180108	COUNTY OF ORANGE	03/01/2019	4799	110212131	ANIMAL CARE OCT-DEC	\$54,792.05
COUNTY OF ORANGE					Total Check Amount:	\$54,792.05
180109	COUNTY OF ORANGE	03/01/2019	4799	110212122	PRKNG CITATIONS JAN19	\$8,069.00
COUNTY OF ORANGE					Total Check Amount:	\$8,069.00
180110	COUNTY OF ORANGE	03/01/2019	4799	110212131	COMM CHGS BR1 DEC18	\$92.78
COUNTY OF ORANGE					Total Check Amount:	\$92.78
180111	DAVIS PARTNERS	03/01/2019	25567	110000000	DEVELOPER FEE REFUND	\$404.75
DAVIS PARTNERS					Total Check Amount:	\$404.75
180112	DELTA T HVAC, INC.	03/01/2019	28265	490515151	REPLACE VFD'S, AH 2&6	\$5,600.00
DELTA T HVAC, INC.					Total Check Amount:	\$5,600.00
180113	DEPARTMENT OF MOTOR VEHICLES	03/01/2019	16378	110212111	6 CA VEH CODE 2019 ED	\$113.62
DEPARTMENT OF MOTOR VEHICLES					Total Check Amount:	\$113.62
180114	ENRICHETTA DYKIER	03/01/2019	28313	110000000	DEVELOPER FEE REFUND	\$218.70
ENRICHETTA DYKIER					Total Check Amount:	\$218.70
180115	SOUTHERN CALIFORNIA EDISON	03/01/2019	3343	110515121	ELECTRICITY JAN/FEB19	\$730.51
		03/01/2019	3343	110515148	ELECTRICITY JAN/FEB19	\$60.77
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$791.28
180116	ERIC W. GRUVER PHD	03/01/2019	7856	110141481	PRE-EMPLOYMENT EVAL	\$425.00
ERIC W. GRUVER PHD					Total Check Amount:	\$425.00
180117	FRONTIER COMMUNICATIONS	03/01/2019	26183	420515131	562 1821220 1/28-2/27	\$188.97
FRONTIER COMMUNICATIONS					Total Check Amount:	\$188.97
180118	FRONTIER COMMUNICATIONS	03/01/2019	26183	475141471	562 1820146 2/16-3/15	\$44.73
FRONTIER COMMUNICATIONS					Total Check Amount:	\$44.73
180119	GANAHL LUMBER CO	03/01/2019	5928	110404311	FLOORING @OLINDA MSM	\$226.61
GANAHL LUMBER CO					Total Check Amount:	\$226.61

City Check Register for: Mar 1, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180120	DANIEL GARCIA	03/01/2019	28305	110000000	DEVELOPER FEE REFUND	\$354.45
DANIEL GARCIA						Total Check Amount: \$354.45
180121	VALERIE AND/OR DANIEL GARCIA	03/01/2019	28324	110000000	DEVELOPER FEE REFUND	\$15.00
VALERIE AND/OR DANIEL GARCIA						Total Check Amount: \$15.00
180122	THE GAS COMPANY	03/01/2019	3749	420515131	GAS JAN/FEB19	\$17.56
		03/01/2019	3749	490515151	GAS JAN/FEB19	\$3,906.73
THE GAS COMPANY						Total Check Amount: \$3,924.29
180123	MARIA GROGAN	03/01/2019	28316	110000000	DEVELOPER FEE REFUND	\$166.50
MARIA GROGAN						Total Check Amount: \$166.50
180124	CHARLES HURST	03/01/2019	28317	110000000	DEVELOPER FEE REFUND	\$46.76
CHARLES HURST						Total Check Amount: \$46.76
180125	ADEL HUSAIN	03/01/2019	28323	110000000	DEVELOPER FEE REFUND	\$533.37
ADEL HUSAIN						Total Check Amount: \$533.37
180126	IMAGING PRODUCTS INTERNATIONAL	03/01/2019	8903	110212131	FILM	\$89.86
IMAGING PRODUCTS INTERNATIONAL						Total Check Amount: \$89.86
180127	LAW OFFICES OF JONES & MAYER	03/01/2019	12144	110111112	LEGAL:CODE ENF JAN19	\$1,234.04
		03/01/2019	12144	110111112	LEGAL:CODE ENF NOV18	\$1,258.39
		03/01/2019	12144	110111112	LEGAL:PD JAN19	\$264.44
LAW OFFICES OF JONES & MAYER						Total Check Amount: \$2,756.87
180128	JOSEPH LEE	03/01/2019	28314	110000000	DEVELOPER FEE REFUND	\$174.70
JOSEPH LEE						Total Check Amount: \$174.70
180129	TONY LIANG	03/01/2019	28303	110000000	DEVELOPER FEE REFUND	\$46.40
TONY LIANG						Total Check Amount: \$46.40
180130	LIFE-ASSIST, INC.	03/01/2019	10530	174222222	PM MEDS FIRE STN #1	\$212.82
		03/01/2019	10530	174222222	PM MEDS FIRE STN #2	\$1,105.45
		03/01/2019	10530	174222222	PM SUPPLIES FS #2	\$170.54
LIFE-ASSIST, INC.						Total Check Amount: \$1,488.81
180131	DAVID AND/OR AMY MARSHALL	03/01/2019	28312	110000000	DEVELOPER FEE REFUND	\$128.05
DAVID AND/OR AMY MARSHALL						Total Check Amount: \$128.05
180132	BURNS MCDONNELL	03/01/2019	28300	110000000	DEVELOPER FEE REFFUND	\$1,400.05
BURNS MCDONNELL						Total Check Amount: \$1,400.05
180133	MATHEW MCGHEE	03/01/2019	28304	110000000	DEVELOPER FEE REFUND	\$575.79
MATHEW MCGHEE						Total Check Amount: \$575.79
180134	MF BREA, LLC	03/01/2019	28320	110000000	DEVELOPER FEE REFUND	\$497.53
MF BREA, LLC						Total Check Amount: \$497.53
180135	MFH, LLC	03/01/2019	28298	110000000	DEVELOPER FEE REFUND	\$400.00
MFH, LLC						Total Check Amount: \$400.00
180136	PAUL MOSLEY	03/01/2019	28321	110000000	DEVELOPER FEE REFUND	\$77.24
PAUL MOSLEY						Total Check Amount: \$77.24

City Check Register for: Mar 1, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180137	OFFICE DEPOT, INC	03/01/2019	4743	110141411	TONERS	\$443.88
		03/01/2019	4743	110212111	OFFICE SUPPLIES	\$66.91
		03/01/2019	4743	110212111	TONERS	\$217.63
		03/01/2019	4743	110212121	OFFICE SUPPLIES	\$314.89
		03/01/2019	4743	110222211	OFFICE SUPPLIES	\$54.96
		03/01/2019	4743	110404311	OFFICE SUPPLIES	\$407.88
		03/01/2019	4743	110515171	OFFICE SUPPLIES	\$51.32
OFFICE DEPOT, INC					Total Check Amount:	\$1,557.47
180138	ORANGE COUNTY PHARMACIST'S ASSOC	03/01/2019	25516	110	#1179 DEPOSIT REFUND	\$1,000.00
ORANGE COUNTY PHARMACIST'S ASSOC					Total Check Amount:	\$1,000.00
180139	PROTHERO PALM	03/01/2019	28309	110000000	DEVELOPER FEE REFUND	\$559.00
PROTHERO PALM					Total Check Amount:	\$559.00
180140	SAL PANCHAL	03/01/2019	28302	110000000	DEVELOPER FEE REFUND	\$448.20
SAL PANCHAL					Total Check Amount:	\$448.20
180141	JACOB PARK	03/01/2019	28315	110000000	DEVELOPER FEE REFUND	\$17.50
JACOB PARK					Total Check Amount:	\$17.50
180142	PERFECT 85 DEGREES C BAKERY	03/01/2019	28318	110000000	DEVELOPER FEE REFUND	\$498.68
PERFECT 85 DEGREES C BAKERY					Total Check Amount:	\$498.68
180143	PLUMBING WHOLESALE OUTLET, INC.	03/01/2019	18392	110404521	PLUMBING SUPPLIES	\$1,073.64
		03/01/2019	18392	490515151	3X2 BRASS FITTINGS, AH2	\$177.88
		03/01/2019	18392	490515151	BOSCH 2.5G WTR HEATER	\$261.90
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$1,513.42
180144	JARED PON	03/01/2019	28311	110000000	DEVELOPER FEE REFUND	\$174.70
JARED PON					Total Check Amount:	\$174.70
180145	PRAXAIR DISTRIBUTION INC	03/01/2019	8644	480515161	FIN CHG:INV#85062750	\$1.50
		03/01/2019	8644	480515161	WELDING SUPPLIES	\$51.45
PRAXAIR DISTRIBUTION INC					Total Check Amount:	\$52.95
180146	DANNY RAYMONDO	03/01/2019	28158	110000000	DEVELOPER FEE REFUND	\$57.71
DANNY RAYMONDO					Total Check Amount:	\$57.71
180147	PETE REINHOLTZ	03/01/2019	28306	110000000	DEVELOPER FEE REFUND	\$399.13
PETE REINHOLTZ					Total Check Amount:	\$399.13
180148	RENNE SLOAN HOTLZMAN SAKAI, LLP	03/01/2019	27580	110141481	3088/003 LGL SVCS JAN	\$265.50
RENNE SLOAN HOTLZMAN SAKAI, LLP					Total Check Amount:	\$265.50
180149	RESCARE HOLDINGS, LLC	03/01/2019	28301	110000000	DEVELOPER FEE REFUND	\$561.05
RESCARE HOLDINGS, LLC					Total Check Amount:	\$561.05
180150	ADAM REYNOSO	03/01/2019	28319	110000000	DEVELOPER FEE REFUND	\$204.23
ADAM REYNOSO					Total Check Amount:	\$204.23
180151	TES SCHAFF	03/01/2019	28326	110404542	DEP:2019/20 BROCHURE	\$812.50
TES SCHAFF					Total Check Amount:	\$812.50

City Check Register for: Mar 1, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180152	SOAPTRONIC, LLC	03/01/2019	12699	110212131	SOAP - PATROL	\$336.78
SOAPTRONIC, LLC					Total Check Amount:	\$336.78
180153	SOUTH COAST AQMD	03/01/2019	10871	480515161	FAC ID#110225 RENEWAL	\$629.94
SOUTH COAST AQMD					Total Check Amount:	\$629.94
180154	SPARKLETTS	03/01/2019	3001	110141441	5G WTR BOTTLES AUG18	\$17.99
		03/01/2019	3001	110141441	5G WTR BOTTLES JAN19	\$553.80
		03/01/2019	3001	110141441	WTR DISP RENTAL JAN19	\$94.64
SPARKLETTS					Total Check Amount:	\$666.43
180155	SUNBELT RENTALS, INC.	03/01/2019	17115	490515151	PORTABLE SPOT COOLER	\$501.67
SUNBELT RENTALS, INC.					Total Check Amount:	\$501.67
180156	TIME WARNER CABLE	03/01/2019	19304	110111143	CABLE CHGS 2/2-3/1	\$28.78
		03/01/2019	19304	110111151	CABLE CHGS 2/2-3/1	\$57.55
		03/01/2019	19304	110111161	CABLE CHGS 2/2-3/1	\$18.74
		03/01/2019	19304	110141481	CABLE CHGS 2/2-3/1	\$18.74
		03/01/2019	19304	110212111	CABLE CHGS 2/2-3/1	\$360.00
		03/01/2019	19304	110222211	CABLE CHGS 2/2-3/1	\$74.94
		03/01/2019	19304	110323212	CABLE CHGS 2/2-3/1	\$76.26
		03/01/2019	19304	110404211	CABLE 2/2-3/1 40955	\$123.05
		03/01/2019	19304	110404311	CABLE CHGS 2/2-3/1	\$18.71
		03/01/2019	19304	110404521	CABLE 2/2-3/1 15759	\$25.62
		03/01/2019	19304	420515131	CABLE 2/2-3/1 20981	\$113.78
		03/01/2019	19304	420515131	CABLE 2/2-3/1 49861	\$88.91
		03/01/2019	19304	490515151	CABLE CHGS 2/2-3/1	\$18.71
TIME WARNER CABLE					Total Check Amount:	\$1,023.79
180157	FRANK TRIMBOLI	03/01/2019	28322	110000000	DEVELOPER FEE REFUND	\$263.63
FRANK TRIMBOLI					Total Check Amount:	\$263.63
180158	MELANIE TRUONG	03/01/2019	28310	110000000	DEVELOPER FEE REFUND	\$174.70
MELANIE TRUONG					Total Check Amount:	\$174.70
180159	UNIFIRST CORPORATION	03/01/2019	27988	110212111	PD LAUNDRY SVCS 2/11	\$24.08
UNIFIRST CORPORATION					Total Check Amount:	\$24.08
180160	VERIZON WIRELESS	03/01/2019	14779	110000000	DEVELOPER FEE REFUND	\$788.04
VERIZON WIRELESS					Total Check Amount:	\$788.04
180161	VITAMIN SHOPPE	03/01/2019	28299	110000000	DEVELOPER FEE REFUND	\$412.00
VITAMIN SHOPPE					Total Check Amount:	\$412.00
180162	WESTERN NATIONAL GROUP	03/01/2019	22372	110000000	DEVELOPER FEE REFUND	\$3,270.23
WESTERN NATIONAL GROUP					Total Check Amount:	\$3,270.23
180163	WESTERN SPECIALTY CONTRACTORS	03/01/2019	26669	510707936	P1 ROOF REPAIR	\$12,920.00
WESTERN SPECIALTY CONTRACTORS					Total Check Amount:	\$12,920.00
180164	WINDSOR CAPITAL GROUP	03/01/2019	20315	110000000	DEVELOPER FEE REFUND	\$1,757.29

City Check Register for: Mar 1, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
WINDSOR CAPITAL GROUP					Total Check Amount:	\$1,757.29
Check Subtotal						\$128,165.85
V31574	ABBA TERMITE & PEST CONTROL	03/01/2019	15614	110515148	BEE HIVE REMOVAL	\$245.00
ABBA TERMITE & PEST CONTROL					Total Check Amount:	\$245.00
V31575	ANIXTER, INC.	03/01/2019	20003	490515151	DOOR LOCK,TELEMETRY RM	\$774.17
ANIXTER, INC.					Total Check Amount:	\$774.17
V31576	BLANK ACQUISITION LLC	03/01/2019	17658	110	TAX ON PAPER	(\$21.84)
		03/01/2019	17658	110141441	PAPER	\$303.76
BLANK ACQUISITION LLC					Total Check Amount:	\$281.92
V31577	BREA DISPOSAL, INC	03/01/2019	3330	440515122	JAN 2019 RES TONNAGE	\$60,170.77
BREA DISPOSAL, INC					Total Check Amount:	\$60,170.77
V31578	BYRNE SOFTWARE TECHNOLOGIES, INC.	03/01/2019	27471	110323241	ACCELA IMPL 1/16-1/25	\$110.00
		03/01/2019	27471	110323241	ACCELA IMPL 1/26-2/1	\$110.00
BYRNE SOFTWARE TECHNOLOGIES, INC.					Total Check Amount:	\$220.00
V31579	CALIFORNIA FOUNDATION	03/01/2019	28259	110404214	PIANO LESSONS	\$498.00
CALIFORNIA FOUNDATION					Total Check Amount:	\$498.00
V31580	CDCE INCORPORATED	03/01/2019	19356	110222221	TABLET/INTEL CORE	\$4,158.97
CDCE INCORPORATED					Total Check Amount:	\$4,158.97
V31581	CLEAN CUT LANDSCAPE	03/01/2019	26042	510707219	STA FE MEDIAN LNDSCPE	\$32,102.40
		03/01/2019	26042	510707951	TRACKS S3 LNDSCP IMP	\$14,820.00
CLEAN CUT LANDSCAPE					Total Check Amount:	\$46,922.40
V31582	CORE & MAIN LP	03/01/2019	27049	420515131	WATER METERS	\$3,039.26
CORE & MAIN LP					Total Check Amount:	\$3,039.26
V31583	CPSI - PROPERTY SPECIALISTS, INC.	03/01/2019	26951	510707251	57/LAMBERT INT JAN19	\$1,563.75
CPSI - PROPERTY SPECIALISTS, INC.					Total Check Amount:	\$1,563.75
V31584	DOOLEY ENTERPRISES INC	03/01/2019	5421	110212131	AMMUNITION	\$4,906.43
DOOLEY ENTERPRISES INC					Total Check Amount:	\$4,906.43
V31585	ENTERPRISE FM TRUST	03/01/2019	15895	110212121	CH TAHOE LEASE FEB19	\$697.97
ENTERPRISE FM TRUST					Total Check Amount:	\$697.97
V31586	EQUIPMENT DIRECT INC	03/01/2019	4522	110515141	SAFETY GEAR	\$175.15
EQUIPMENT DIRECT INC					Total Check Amount:	\$175.15
V31587	EXTERMINETICS OF SO CALIF INC	03/01/2019	3298	110515125	PEST CONTROL SVCS DEC	\$324.00
		03/01/2019	3298	110515125	PEST CONTROL SVCS NOV	\$324.00
		03/01/2019	3298	110515141	PEST CONTROL SVCS DEC	\$180.00
		03/01/2019	3298	110515141	PEST CONTROL SVCS NOV	\$180.00
		03/01/2019	3298	420515131	PEST CONTROL SVCS DEC	\$100.00
		03/01/2019	3298	420515131	PEST CONTROL SVCS NOV	\$100.00
		03/01/2019	3298	490515151	PEST CONTROL SVCS DEC	\$1,150.00

City Check Register for: Mar 1, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V31587	EXTERMINETICS OF SO CALIF INC	03/01/2019	3298	490515151	PEST CONTROL SVCS NOV	\$1,150.00
EXTERMINETICS OF SO CALIF INC					Total Check Amount:	\$3,508.00
V31588	JESSE GARDUNA	03/01/2019	16006	110212111	TRAINING EXPENSES	\$24.00
JESSE GARDUNA					Total Check Amount:	\$24.00
V31589	GEORGE HILLS COMPANY	03/01/2019	27340	470141483	CLAIMS MGMT FEE FEB19	\$515.00
GEORGE HILLS COMPANY					Total Check Amount:	\$515.00
V31590	KAREN E GREENO	03/01/2019	22361	110404214	KIDS LOVE MUSIC CLASS	\$735.00
KAREN E GREENO					Total Check Amount:	\$735.00
V31591	HAAKER EQUIPMENT CO.	03/01/2019	4297	480515161	22001VACTR RELIEF VLV	\$528.78
03/01/2019		4297	480515161	VACTOR HNDGUN /COUPLR	\$356.09	
HAAKER EQUIPMENT CO.					Total Check Amount:	\$884.87
V31592	ROBERT HAEFNER	03/01/2019	14703	110212111	TRAINING MILEAGE	\$14.56
ROBERT HAEFNER					Total Check Amount:	\$14.56
V31593	HCI SYSTEMS INC	03/01/2019	25112	181404250	DUCT DETECTORS	\$7,700.00
HCI SYSTEMS INC					Total Check Amount:	\$7,700.00
V31594	HORIZON MECHANICAL CONTRACTORS	03/01/2019	27728	490515151	BOILER SERVICE @ CCC	\$2,841.05
HORIZON MECHANICAL CONTRACTORS					Total Check Amount:	\$2,841.05
V31595	HUNTINGTON COURT REPORTS&TRANSCRIP.	03/01/2019	18131	110212122	INTERVIEW 2/4/19	\$270.00
HUNTINGTON COURT REPORTS&TRANSCRIP.					Total Check Amount:	\$270.00
V31596	INK LINK INC	03/01/2019	22423	110404214	SPRNG BOUTQUE PATCHES	\$120.42
INK LINK INC					Total Check Amount:	\$120.42
V31597	JOEAMERICO CALABRESE ARCHITECT	03/01/2019	20526	510707954	SURVEY:3F SECURITY	\$8,506.35
JOEAMERICO CALABRESE ARCHITECT					Total Check Amount:	\$8,506.35
V31598	KRONOS INCORPORATED	03/01/2019	22688	475141471	KNOWLEDGE PASS SUBSCR	\$605.41
03/01/2019		22688	475141471	TELESTAFF SW SUPPORT	\$3,994.35	
KRONOS INCORPORATED					Total Check Amount:	\$4,599.76
V31599	DEBORAH LARA	03/01/2019	26081	110212111	TRAINING MILEAGE	\$29.52
DEBORAH LARA					Total Check Amount:	\$29.52
V31600	LIBERTY PAINTING & RESTORATION, INC	03/01/2019	25899	510707251	CAR WASH BOARD UP	\$4,900.00
LIBERTY PAINTING & RESTORATION, INC					Total Check Amount:	\$4,900.00
V31601	LINCOLN AQUATICS	03/01/2019	17902	110404422	BULK ACID @ PLUNGE	\$627.26
LINCOLN AQUATICS					Total Check Amount:	\$627.26
V31602	LINEGEAR	03/01/2019	23894	174222222	RAIN GEAR	\$3,756.17
LINEGEAR					Total Check Amount:	\$3,756.17
V31603	MARGARITO MENDEZ	03/01/2019	26196	110212111	TRAINING MILEAGE	\$51.04
MARGARITO MENDEZ					Total Check Amount:	\$51.04
V31604	MUNICIPAL WATER DISTRICT	03/01/2019	3784	420515131	WATER DELIVERY JAN19	\$76,267.65
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$76,267.65

City Check Register for: Mar 1, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V31608	ONWARD ENGINEERING	03/01/2019	22106	110000000	INSP SVCS DEC 2018	\$9,790.00
		03/01/2019	22106	110000000	INSP SVCS JAN 2019	\$12,371.00
		03/01/2019	22106	110000000	INSP SVCS NOV 2018	\$13,016.25
		03/01/2019	22106	110000000	INSP SVCS NOV 2018`	\$89.00
		03/01/2019	22106	110515171	INSP SVCS DEC 2018	\$4,850.50
		03/01/2019	22106	110515171	INSP SVCS JAN 2019	\$2,803.50
		03/01/2019	22106	110515171	INSP SVCS NOV 2018	\$3,003.75
		03/01/2019	22106	510707219	INSP SVCS JAN 2019	\$845.50
		03/01/2019	22106	510707936	INSP SVCS DEC 2018	\$1,424.00
		03/01/2019	22106	510707936	INSP SVCS JAN 2019	\$1,691.00
		03/01/2019	22106	510707936	INSP SVCS NOV 2018	\$1,468.50
ONWARD ENGINEERING					Total Check Amount:	\$51,353.00
V31609	PAN-PACIFIC MECHANICAL, LLC.	03/01/2019	27925	490515151	REPLACE VFD, AH13	\$3,520.00
PAN-PACIFIC MECHANICAL, LLC.					Total Check Amount:	\$3,520.00
V31610	RCS INVESTIGATIONS & CONSULTING LLC	03/01/2019	22534	110212111	BCKGRND INVESTIGATION	\$6,300.00
RCS INVESTIGATIONS & CONSULTING LLC					Total Check Amount:	\$6,300.00
V31611	ROTH STAFFING COMPANIES LP	03/01/2019	27579	110141431	TEMP STAFF 1/21-1/27	\$735.64
		03/01/2019	27579	110141431	TEMP STAFF 1/28-2/3	\$1,227.42
		03/01/2019	27579	110141431	TEMP STAFF 2/4-2/10	\$968.37
		03/01/2019	27579	420141431	TEMP STAFF 1/21-1/27	\$220.69
		03/01/2019	27579	420141431	TEMP STAFF 1/28-2/3	\$368.22
		03/01/2019	27579	420141431	TEMP STAFF 2/4-2/10	\$290.51
		03/01/2019	27579	430141431	TEMP STAFF 1/21-1/27	\$220.69
		03/01/2019	27579	430141431	TEMP STAFF 1/28-2/3	\$368.22
		03/01/2019	27579	430141431	TEMP STAFF 2/4-2/10	\$290.51
		03/01/2019	27579	630141432	TEMP STAFF 1/21-1/27	\$294.25
		03/01/2019	27579	630141432	TEMP STAFF 1/28-2/3	\$490.97
		03/01/2019	27579	630141432	TEMP STAFF 2/4-2/10	\$387.35
ROTH STAFFING COMPANIES LP					Total Check Amount:	\$5,862.84
V31612	MARY M. SAMBRANO	03/01/2019	28001	110404521	ZUMBA GOLD OCT-FEB19	\$120.00
MARY M. SAMBRANO					Total Check Amount:	\$120.00
V31613	SITEONE LANDSCAPE SUPPLY, LLC	03/01/2019	25942	110515141	IRRIGATION PARTS	\$157.22
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$157.22
V31614	SO CAL LAND MAINTENANCE, INC.	03/01/2019	26009	110515141	PARKS MOWING DEC 2018	\$6,043.93
		03/01/2019	26009	110515141	PARKS MOWING JAN 2019	\$6,043.93
		03/01/2019	26009	360515145	PARKS MOWING DEC 2018	\$85.95
		03/01/2019	26009	360515145	PARKS MOWING JAN 2019	\$85.95
SO CAL LAND MAINTENANCE, INC.					Total Check Amount:	\$12,259.76

City Check Register for: Mar 1, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V31615	SPECTRUM GAS PRODUCTS, INC.	03/01/2019	16060	174222222	OXYGEN	\$43.50
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$43.50
V31616	STAPLES TECHNOLOGY SOLUTIONS	03/01/2019	22888	110323212	TONER	\$120.07
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$120.07
V31617	THYSSENKRUPP ELEVATOR	03/01/2019	10308	110515125	ELEVATOR SVC DT PS3	\$800.31
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$800.31
V31618	TITAN WATER TECHNOLOGY, INC.	03/01/2019	25776	490515151	WATER TREATMENT FEB19	\$415.00
TITAN WATER TECHNOLOGY, INC.					Total Check Amount:	\$415.00
V31619	TRANS UNION LLC	03/01/2019	8371	110141481	HR SVCS 12-26 TO 1-25	\$13.38
TRANS UNION LLC					Total Check Amount:	\$13.38
V31620	TROPICAL PLAZA NURSERY, INC	03/01/2019	2062	110515141	PARK/MSM MNT JAN19	\$2,529.61
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$2,529.61
V31621	TURBO DATA SYSTEMS, INC.	03/01/2019	1472	110212122	CITATION PROC JAN19	\$1,454.59
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$1,454.59
V31622	UNITED ROTARY BRUSH CORPORATION	03/01/2019	16649	480515161	SWEEPER BROOM	\$117.85
		03/01/2019	16649	480515161	SWEEPER BROOMS (2)	\$235.69
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$353.54
V31623	US METRO GROUP, INC.	03/01/2019	24814	490515151	JAN SVCS:BRIDAL SHOW	\$112.50
US METRO GROUP, INC.					Total Check Amount:	\$112.50
V31624	WALTERS WHOLESALE ELECTRIC	03/01/2019	1667	490515151	ELECTRIC PART	\$5.85
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$5.85
V31625	WEBBY DANCE COMPANY	03/01/2019	25323	110404214	TUMBLING LESSONS	\$210.00
WEBBY DANCE COMPANY					Total Check Amount:	\$210.00
V31626	WEST COAST ARBORISTS, INC.	03/01/2019	1556	110515142	EMERG TREE REMOVL 2/2	\$607.96
		03/01/2019	1556	110515142	TRM/EMERG REM 1/16-31	\$8,937.43
		03/01/2019	1556	343515112	TREE TRIMMING 1/16-31	\$3,139.83
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$12,685.22
Voucher Subtotal						\$337,320.83
TOTAL						\$465,486.68

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 03/05/2019

SUBJECT: February 22, 2019 Successor Agency Check Register - Receive and file.

Attachments

02-22-19 SA Check Register

Successor Agency Check Register for: Feb 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2692	BANDERA ESTATES	02/22/2019	3121	511626224	SENIOR SUBSIDY MAR19	\$1,016.00
BANDERA ESTATES					Total Check Amount:	\$1,016.00
2693	BREA WOODS SENIOR APARTMENTS	02/22/2019	1955	511626224	SENIOR SUBSIDY MAR19	\$254.00
BREA WOODS SENIOR APARTMENTS					Total Check Amount:	\$254.00
2694	BROOKDALE - BREA	02/22/2019	4623	511626224	SENIOR SUBSIDY MAR19	\$254.00
BROOKDALE - BREA					Total Check Amount:	\$254.00
2695	CITY OF BREA	02/22/2019	1003	511	REIMB COSTS 18/19 JAN	\$4,986.63
CITY OF BREA					Total Check Amount:	\$4,986.63
2696	HERITAGE PLAZA APARTMENTS	02/22/2019	1917	511626224	SENIOR SUBSIDY MAR19	\$254.00
HERITAGE PLAZA APARTMENTS					Total Check Amount:	\$254.00
2697	HOLLYDALE MOBILE ESTATES	02/22/2019	4250	511626224	SENIOR SUBSIDY MAR19	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2698	HOLLYDALE MOBILE ESTATES	02/22/2019	4577	511626224	SENIOR SUBSIDY MAR19	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2699	KEYSER MARSTON ASSOCIATES, INC.	02/22/2019	2005	813000000	PROF SVCS JAN 19	\$10,749.41
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$10,749.41
2700	LAKE PARK BREA	02/22/2019	2433	511626224	SENIOR SUBSIDY MAR19	\$2,032.00
LAKE PARK BREA					Total Check Amount:	\$2,032.00
2701	ORANGE VILLA SENIOR APARTMENTS	02/22/2019	2132	511626224	SENIOR SUBSIDY MAR19	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
2702	VINTAGE CANYON SENIOR APARTMENTS	02/22/2019	4081	511626224	SENIOR SUBSIDY MAR19	\$1,016.00
VINTAGE CANYON SENIOR APARTMENTS					Total Check Amount:	\$1,016.00

Overall - Total \$21,324.04