



City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, April 2, 2019

5:30 p.m. - Closed Session

5:45 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 City's Labor Negotiator Pursuant to Government Code §54957.6 - Regarding the Brea Management Association (BMA); 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.

3. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation

Name of Case: City of Brea vs. Olen Pointe Brea Corporation, et al

Case No.: 30-2018-01021477-CU-EI-CJC

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

CALL TO ORDER / ROLL CALL - COUNCIL

4. Public Comment

5. Clarify Regular Meeting Topics

DISCUSSION ITEM

6. Cannabis Regulation Impact Study Program

Attachments

Presentation

REPORT

7. Council Member Report/Requests

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

CALL TO ORDER/ ROLL CALL - COUNCIL

- 8. Pledge of Allegiance: Boy Scout Troop 801**
- 9. Invocation: Weston Day, The Church of Jesus Christ of Latter-Day Saints**
- 10. Presentation: SCE Wildfire Mitigation, Safety & Grid Resiliency**
- 11. Presentation: Cal Domestic Annual Update**
- 12. Report - Prior Study Session**
- 13. Community Announcements**
- 14. Matters from the Audience**
- 15. Response to Public Inquiries - Mayor / City Manager**

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

CITY COUNCIL - CONSENT

- 16. March 15, 2019 City Council Special Meeting Minutes - Approve**

Attachments

Draft Minutes

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

Attachments

Draft Minutes

18. **Professional Services Agreement with Kabbara Engineering for the Design of Water and Sewer Projects at Various Locations, CIP Project Numbers 7454, 7458, 7466, and 7626**
- Approve Professional Services Agreement (PSA) with Kabbara Engineering in the amount of \$231,846 plus 10% contingency for the Design of Water and Sewer Projects at Various Locations. There is no impact to the General Fund.

Attachments

7454_CIP Map
7458_CIP Map
7466_CIP Map
7626_CIP Map
Fee Proposal
Kabbara_PSA

19. **Resolution to Adopt a List of Projects Funded by SB:1 – The Road Repair & Accountability Act** - Adopt Resolution No. 2019-015, a Resolution of the City Council of the City of Brea to adopt a list of projects to be funded by the SB1:Road Repair and Accountability Act of 2017 within Fiscal Year 2019-20. There is no impact to the General Fund.

Attachments

Resolution

20. **Contract with Sully Miller Contracting Company for the Water Main Replacement and Alley Rehabilitation Projects, CIP Project No.'s 7315, 7316, 7317, and 7461 in the amount of \$2,694,000** - Adopt Resolution No. 2018-016 to Appropriate an Additional \$1,350,000 from the Water Fund (Fund 420) and \$200,000 from the Measure M Fund (Fund 260) for Project Construction, Contingency, and Administration; and receive Bids and Award Contract to Sully Miller Contracting Company in the amount of \$2,694,000; and Authorize the Public Works Director or his designee to issue Contract Change Orders up to a "not to exceed" amount of 10% of the contract price. There is no impact to the General Fund.

Attachments

Resolution
Proposal
Agreement

21. **City Council Agenda Item Requests During General Session** - Approve proposed revisions to the City Council Code of Conduct regarding future agenda item requests.

Attachments

Revised City Council Code of Conduct
Redline City Council Code of Conduct

- 22. Memorandum of Understanding for the North Orange County Service Planning Area Homelessness Outreach Efforts** - Approve Memorandum of Understanding for the North Orange County Service Planning and authorize the Mayor and the City Clerk to execute the agreement on behalf of the City; and Authorize the City Manager to approve non-substantive changes to the Memorandum of Understanding as needed.

Attachments

Proposed Memorandum of Understanding

- 23. March 22 and 29, 2019 City Check Registers** - Receive and file.

Attachments

03-22-19 City Check Register

03-29-19 City Check Register

CITY/ SUCCESSOR AGENCY - CONSENT

- 24. March 29, 2019 Successor Agency Check Register** - Receive and file.

Attachments

03-29-19 SA Check Register

ADMINISTRATIVE ANNOUNCEMENTS

- 25. City Manager**

- 26. City Attorney**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 04/02/2019
SUBJECT: Cannabis Regulation Impact Study Program

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Melissa Davis, Management Analyst I

Attachments

Presentation



Cannabis Regulation Impact Study Program

Cannabis Review

- Federal Law: Illegal, Schedule I drug
- CA State Law: Legal
- Recreational/Adult-Use Industry
 - Ages 21+ can purchase cannabis products at a licensed retailer
- Medical Marijuana Industry
 - Approval Process & Benefits for Consumers
 - Industry Considerations:
 - Less tax revenue generation & taxing the medically ill
 - Community considerations
 - Does not diminish the Black Market
- Manufacturing Industry
 - Edibles, gel-tablets, liquid extract, vaporizer cartridges, etc.

CRISP Proposal Overview

- 5 – Pronged Approach: Retail, Manufacturing, Cultivation, Distribution, and Deliveries
 - CRISP could implement medical-only cannabis sales
- City to select a “single taxable cannabis business”
- 3-5 year analytical study specific to Brea
 - UCLA – \$150,000 (approximately)
 - UCI – unknown
- Study Oversight Committee (SOC)

Revenue

- CRISP estimate for medical-only tax revenue: \$18K-\$135K per business
- CRISP estimate for adult-use tax revenue: \$180K-450K per business
- More accurate revenue estimates need to be determined via Consultant advice and Cost-Benefit Analysis
 - Estimates in CRISP Proposal are based off of 10 cannabis business listings on BizBen.com, BizBuySell.com, BizQuest.com, and CannaMLS.com. These 10 businesses are located in Santa Ana, Riverside, or LA. The author calculated a 5% and 10% tax on the businesses' average gross revenue to determine City revenue.
- Manufacturing revenue estimates to be determined

Components of CRISP

- Analytical and innovative approach with UCLA
 - *Cost/How to implement?*
- Revenue generator
 - *What is the real estimated tax revenue Brea should expect?*
- Fulfills a community need
 - *What is the real need in Brea?*
- *Consultant study recommended to provide assessment*

Considerations of CRISP

- No other cities have participated in CRISP
- Selection of sole vendor
- Community impacts/reactions
- Federal intervention (low)
- Major learning curve for City to implement
- Major staff and resource investment
 - Ongoing attorney advice
 - Ongoing staff tasks:
 - Coordination with the cannabis business
 - Coordination with UCLA
 - Coordination with the community
 - Coordination with the Study Oversight Committee

Policy Questions

- 1) Which industry approach(es) is City Council interested in?
 - a) Adult-Use and/or Medical Retail, Manufacturing, other?
- 2) Should City Council approve a business that is federally illegal?
- 3) How would City Council select the sole vendor with the risk of litigation?
 - a) What is the vetting process of the sole vendor?
 - b) What is the process in addressing potential customer service issues?
- 4) What level of oversight should UCLA Cannabis Research Initiative have in the City?
 - a) How should the analytics be implemented/adjusted to our program?
 - b) How would the City ensure funding from the cannabis vendor to pay UCLA's research costs?
- 5) What does the Study Oversight Committee oversee (i.e. documents, tasks, level of authority)?
- 6) What is the cost-to-benefit ratio?
 - a) What is the real revenue Brea could estimate, and how would City collect revenue (i.e. tax versus development agreement)?
 - b) What is the true need for cannabis regulation in Brea?

Next Steps

Next Steps:

- Depending on City Council direction, further analysis required:
 - City Council to consider proposed policy questions
 - Additional City staff and City attorney resources required
 - Hire impartial Consultant to conduct Cost-Benefit Analysis

Given this information, staff seeks City Council direction on interest to devote further staff and fiscal resources to continue review of proposal.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
DATE: 04/02/2019
SUBJECT: March 15, 2019 City Council Special 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 SPECIAL MEETING

MINUTES March 15, 2019

WORKSHOP
10:00 a.m. - Fire Station # 2
200 N. Brea Boulevard, Brea, CA 92821

CALL TO ORDER/ ROLL CALL - COUNCIL

Present: Marick, Simonoff, Hupp, Parker, Vargas

Staff Present: Gallardo, Emeterio, Conklin, Crabtree, Loeser, Olmos, Russell

1. **Matters from the Audience**
None.

DISCUSSION ITEM

2. **Council-Executive Staff Workshop**
Council and staff discussed: prior years goals and current years accomplishments; a status update of 2018-2019 City Council Priorities; five (5) year budget projections; budget strategies; and next steps.

ADJOURNMENT

The meeting was adjourned at 2:00 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 2nd day of April, 2019

Lillian Harris-Neal, City Clerk

Christine Marick, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
DATE: 04/02/2019
SUBJECT: March 19, 2019 City Council Regular Meeting Minutes

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Lillian Harris-Neal, City Clerk

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES March 19, 2019

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Marick called the Closed Session to order at 5:48 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 Legal Counsel Pursuant to Government Code §54956.9(d)(2)** – Irene Crews v. City of Brea, WCAB ADJ10933999
3. **Conference with Legal Counsel Pursuant to Government Code §54956.9(d)(2) to discuss pending litigation:** – Irene Crews v. City of Brea, et al *United States District Court, Central District of California* Case No. 8:18-cv-01104-AG-DFM
4. **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: Brea Creek LLC Claim
5. **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.

6. 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))

Mayor Marick adjourned the Closed Session at 6:56 p.m.

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

CALL TO ORDER / ROLL CALL - COUNCIL

7. Public Comment

None.

8. Clarify Regular Meeting Topics

Council very briefly discussed minor amendments (prevailing wage and contract extension) that staff made to the contract for item 21 (Street Striping and Pavement Markings Maintenance Agreement).

Council also agreed to pull item 24 (City Council Agenda Item Requests During General Session) to bring back to Council for approval at a future meeting.

REPORT

9. Council Member Report/Requests

None.

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

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Marick called the General Session to order at 7:07 p.m., all members were present.

10. Pledge of Allegiance:

The Girl Scouts led the Pledge of Allegiance.

11. Invocation:

Pastor Dan Cook, Brea Baptist Church, delivered the Invocation.

12. Proclamation:

Mayor Marick, on behalf of the entire City Council, presented the Girl Scouts with a Proclamation declaring the week of March 12, 2019, as National Girl Scout Week.

13. Presentation: Brea Chamber of Commerce and Brea Olinda Unified School District Update

Heidi Gallegos (Brea Chamber of Commerce) and Kerrie Torres (Brea-Olinda School District) presented a PowerPoint that included information on: their philosophy, current collaboration, partnerships, partners in education advisory, community speakers, current internship opportunities, how businesses can help, and workforce enrollment.

14. Report - Prior Study Session

City Manager Gallardo provided the Study Session report.

15. Community Announcements

Council Member Hupp announced that projects are wanted for the annual Love Brea serve day on April 27. In the past three (3) years over a thousand volunteers have completed dozens of city-wide service projects around the community. If you know of a project in our City that needs attention, project submissions are still being accepted. Visit LoveBrea.org to suggest or volunteer for a project.

Council Member Parker announced that at its Special Meeting of the Traffic Committee on March 7, the committee decided that the Cliffwood traffic diverters located on the intersection of Cliffwood Ave and State College will be removed. A working group will be formed to come up with a more comprehensive solution for the area. Residents of the surrounding Cliffwood neighborhood who are interested in participating can fill out an online interest list at CityofBrea.net.

Mayor Pro Tem Simonoff announced that Caltrans has begun a pavement rehabilitation project in Chino Hills on State Route 142 (Carbon Canyon). The project is eastbound and westbound from the OC line to Chino Hills Parkway. Weather permitting, the project will be completed by the end of December 2019. Traffic on Carbon Canyon Road in Brea will be intermittently impacted during work hours. View full details of the project at CityofBrea.net.

Council Member Vargas announced that applications for the 2019 Summer Volunteer Program are being accepted through April 1st. This 10-week program offers Brea teens, grades 9-11, an opportunity to gain leadership skills and work experience while volunteering for various City Departments. Visit BreaResourceCenter.com for more information.

Mayor Marick announced that "FIRST Robotics" is a worldwide STEM movement that combines the excitement of sports with a creative twist. Each year, teams of high school students take up the challenge of designing, funding, and building a full-functioning, competition-ready robot. She invited Team 7157 to share their unique experiences and future endeavors.

Christine Wang, "First Robotics" member, presented a PowerPoint that included photos, the team's background, events, scholarship information, championship information, season plans, partnerships, and goals. She thanked Council for the opportunity to speak.

16. Matters from the Audience

Cathy Toomey thanked staff for the being responsive to residents needs regarding the Cliffwood street diverters and suggested that the Working Group be based on the population in the area and to also include the Country Lane residents.

Roger Taylor expressed concern about the diverters on Cliffwood and thanked the Traffic Committee for listening to residents.

Dwight Manley announced that Pete Davidson will be at the Improv on Thursday, March 21, noted that the new Coffee Bean is open, discussed the rate paid to a consultant for city services, provided material about recycling, and expressed concern about city funds being used for water rights.

17. Response to Public Inquiries - Mayor / City Manager

City Manager Gallardo stated that Public Works Director Olmos will be presenting Administrative Item 19 (Traffic Diverter at Cliffwood Avenue and State College Blvd) which will respond to public inquiries.

ADMINISTRATIVE ITEMS

18. General Plan Annual Report for 2018

Assistant Planner Martin Mares provided a PowerPoint that included: development in the City, Brea Core Plan, Housing, Regional Housing Needs Allocation (RHNA) progress, community resources, and public safety.

In response to Council Member Vargas questions, Community Development Director Crabtree and City Planner Lilley stated that the City gets housing credit for each accessory dwelling unit built but do not

get housing credit for affordable housing, confirmed that Central Park Village is for moderate income residents, clarified that housing credit is not given until permits are approved, and stated that 2004 to 2014 housing information will be provided to Council.

Mayor Pro Tem Simonoff stated that Southern California Association of Governments (SCAG) is working on the RHNA and will provide the information to the cities soon.

Council Member Hupp expressed concern about the lack of low and very low income housing in the City of Brea.

City Planner Lilley stated that any new developments in the City will have housing obligations which includes incentives to encourage low income housing,

19. Traffic Diverter at Cliffwood Avenue and State College Boulevard

Public Works Director Olmos provided the background, highlighted information from the March 7th Special Traffic Committee meeting, discussed traffic issues east bound on State College, noted that the Working Group will include someone from Country Lane HOA, and stated that more data is needed.

In response to Council questions, Public Works Director Olmos stated that neighborhoods further to the west will be included in the Working Group, confirmed that the diverters on Cliffwood and on Cashew cost approximately \$30,000, and clarified that the license plate survey was done prior to the diverters being added.

CONSENT CALENDAR

CITY COUNCIL - CONSENT

20. March 5, 2019 City Council Regular Meeting Minutes

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

21. Street Striping and Pavement Markings Maintenance Agreement

The City Council awarded the annual pavement striping maintenance contract in the amount of \$60,000.00 to Orange County Striping Service, Inc. for the marking and striping of streets throughout the City of Brea for a one year period with the opportunity to renew the contract annually for four (4) years.

22. Amendment No. 1 to Professional Services Agreement (PSA) with Carollo Engineers to expand a Feasibility Study for the City Reclaimed Water Conversion Project (CIP 7932)

The City Council approved the amendment in the amount of \$28,166 and total contract not to exceed \$67,233.

23. Zoll X Series Cardiac Monitor

Fire Chief Loeser provided information on how the cardiac monitors work, discussed the requirement from the State, and stated that there will be one on each fire apparatus.

The City Council approved the purchase of five (5) Zoll X Series Cardiac Monitors for the Fire Department in the total amount of \$154,077.00.

24. City Council Agenda Item Requests During General Session

The City Council pulled this item and requested that the item be brought back for approval at a future Council meeting.

25. Monthly Report of Investments for the City of Brea for Period Ending January 31, 2019

The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ending January 31, 2019 .

26. Outgoing Payment Log and March 8 and 15, 2019 City Check Registers

The City Council received and filed the Outgoing Payment Log and March 8 and 15, 2019 City Check Registers.

Motion was made by Council Member Hupp, seconded by Council Member Parker to approve the Consent Calendar Items 20-26, excluding Item 24 (City Council Agenda Item Requests During General Session).

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

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

27. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending January 31, 2019

The City/Successor Agency received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending January 31, 2019.

Motion was made by Council Member Parker, seconded by Council Member Vargas to approve the City/Successor Agency Consent Calendar item 27.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

28. City Manager

None.

29. City Attorney

None.

COUNCIL ANNOUNCEMENTS

None.

ADJOURNMENT

Mayor Marick adjourned the General Session at 8:22 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 19th 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: 04/02/2019

SUBJECT: Professional Services Agreement with Kabbara Engineering for the Design of Water and Sewer Projects at Various Locations, CIP Project Numbers 7454, 7458, 7466, and 7626

RECOMMENDATION

Approve Professional Services Agreement (PSA) with Kabbara Engineering in the amount of \$231,846 plus 10% contingency for the Design of Water and Sewer Projects at Various Locations.

BACKGROUND/DISCUSSION

The Water and Sewer Replacement Project consists of four (4) Capital Improvement Program (CIP) projects located at Walnut Avenue – Orange Avenue - Juniper (Project 7454), Napoli Tract (Project 7458), South Brea Neighborhood (Project 7466) and South Brea Sewer Repairs (Project 7626). See the attached CIP maps for project locations.

The project scope includes the preparation of final construction drawings/design to replace approximately 20,000 linear feet of water mains, services, gate valves, fire hydrants, and appurtenances. With the water infrastructure improvements, the project will also rehabilitate the existing pavement of the residential streets. In addition to water and pavement improvements, there will be sewer repairs in South Brea area as part of the overall project. Finally, this project will replace and reconstruct curb access ramps in compliance with Americans with Disabilities Act (ADA) requirements.

The new water mains will provide reliable water service and better fire protection for the residents. Likewise, since the street pavement condition is deteriorated and is no longer recommended for slurry seal coating, the streets will be overlaid with new asphalt pavement to create a smooth riding surface for many years to come.

To construct the projects, staff issued a Request for Proposals (RFP) for professional design services on December 21, 2018 and received proposals from the following firms:

1. Kabbara Engineering
2. Psomas

The proposals were reviewed and rated based on the firms' relevant water resources engineering experience, understanding of the scope of work, qualifications of proposed project team, work schedule and cost effectiveness. Copies of the proposals are on file in the office of

the City Engineer. Kabbara Engineering was ranked the highest. Kabbara Engineering submitted the most comprehensive proposal with a detailed work plan and recommended engineering design solutions that met the City's timelines and design requirements. Kabbara Engineering has completed several projects for the City in the past, namely: Residential Streets Resurfacing Project No. 7304 and Central Avenue and Tamarack Avenue Intersection Improvements. Their previous work with the City has been very good. Although Kabbara Engineering is currently on the as-needed list, this proposal exceeds that threshold and the contract is set to expire prior to the end of the design of the project. If approved, Kabbara Engineering is prepared to start design immediately following issuance of a Notice to Proceed.

COMMISSION/COMMITTEE RECOMMENDATION

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

FISCAL IMPACT/SUMMARY

A combined total project budget of \$4.6 million was approved for FY 2018-19, with the following breakdown:

CIP Project	Water Fund	Sewer Fund	Gas Tax	Total Budget
7454	\$2,100,000		\$100,000	\$2,200,000
7458	\$1,000,000			\$1,000,000
7466	\$1,000,000			\$1,000,000
7626		\$400,000		\$400,000
				\$4,600,000

Funding for project numbers 7454, 7458, 7466, and 7626 is coming from Water Fund (420), Sewer Fund (430) and Gas Tax (220). Staff is recommending that a Professional Services Agreement for the design of these projects to be approved in the amount not-to-exceed \$231,846 plus 10% contingency. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Eric Nhan, Assistant Engineer

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

Tony Olmos, P.E., Public Works Director

Attachments

7454_CIP Map

7458_CIP Map

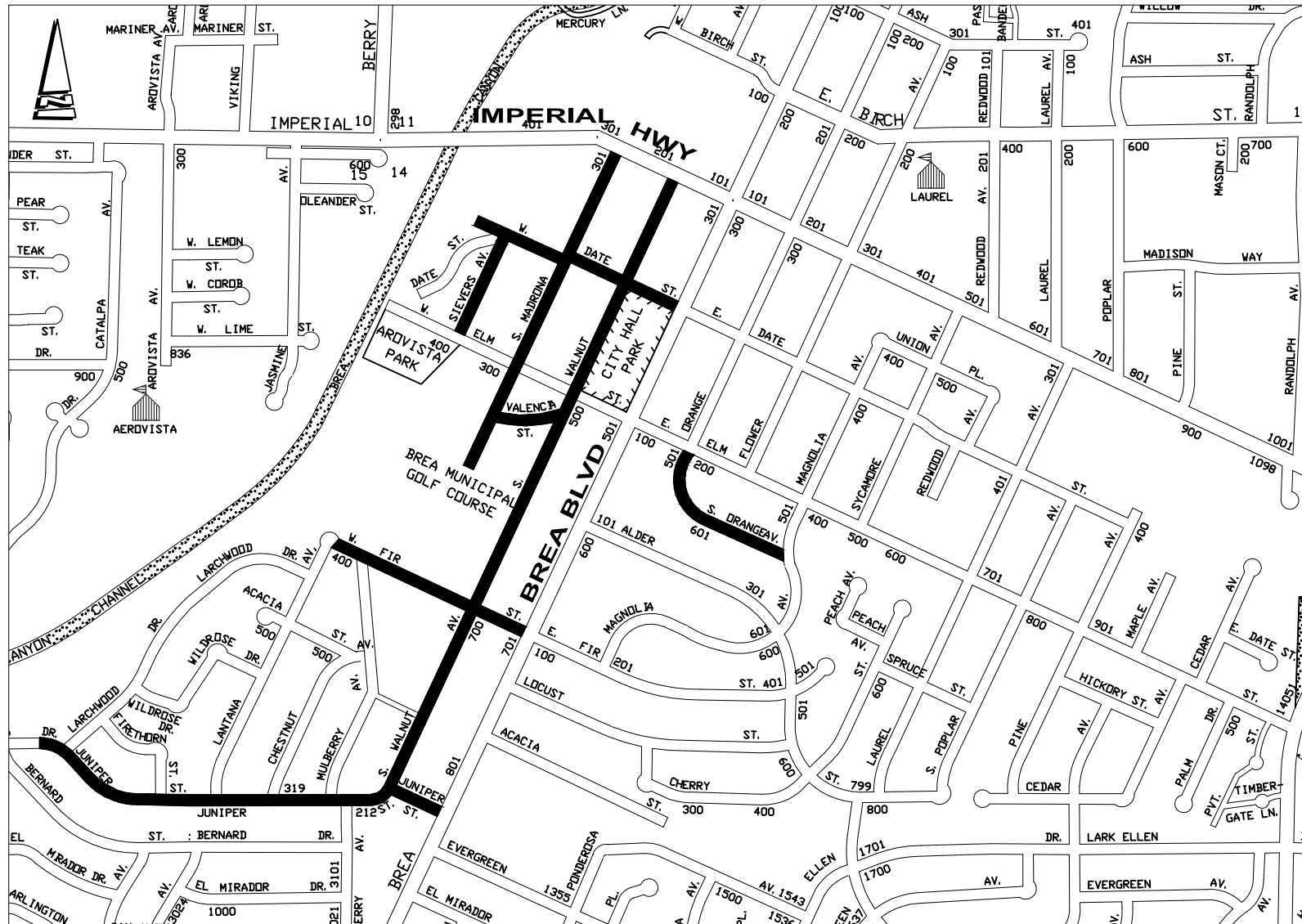
7466_CIP Map

7626_CIP Map

Fee Proposal

Kabbara_PSA

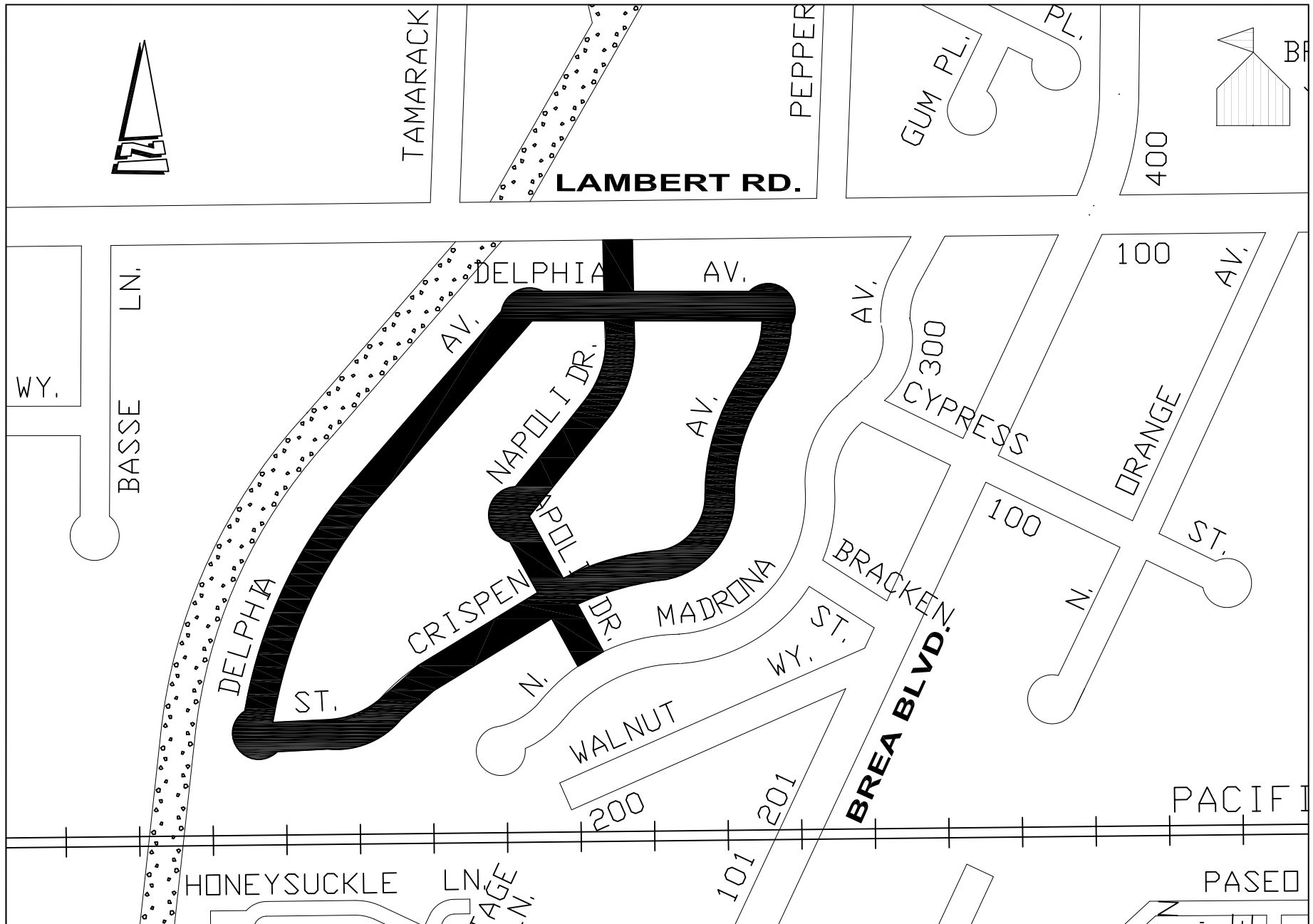
**WALNUT AVENUE - ORANGE AVENUE - JUNIPER STREET ET AL.
WATERLINE IMPROVEMENTS**



VICINITY MAP

NOT TO SCALE

NAPOLI TRACT WATER IMPROVEMENTS

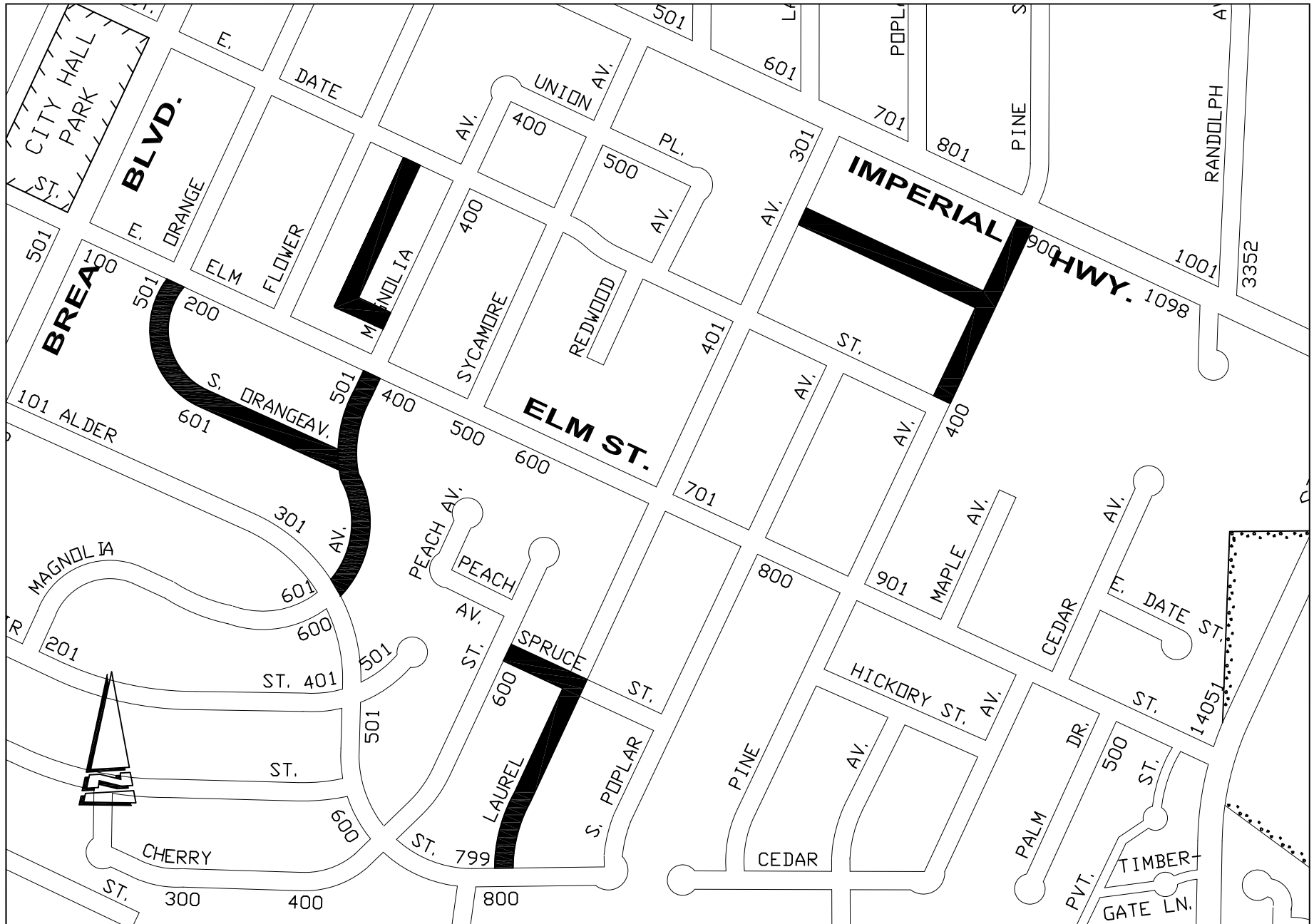


VICINITY MAP

NOT TO SCALE

PROJECT 7466

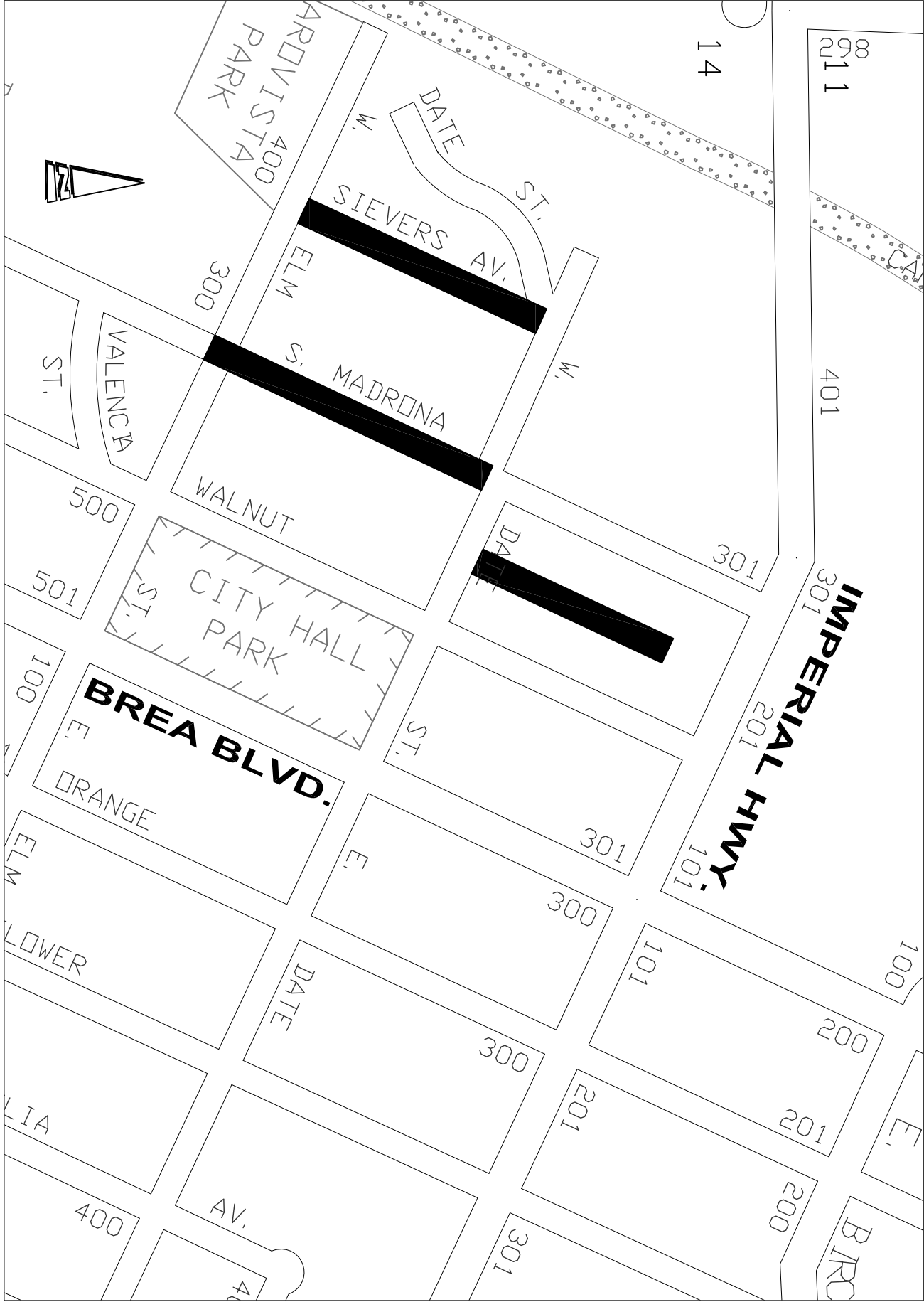
SOUTH BREA NEIGHBORHOOD WATER MAIN REPLACEMENT



VICINITY MAP

NOT TO SCALE

PROJECT 7626
SOUTH BREA SEWER REPAIRS



VICINITY MAP

NOT TO SCALE

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE - SUMMARY
FOR
CITY OF BREA
DESIGN OF WATER AND SEWER PROJECTS AT VARIOUS LOCATIONS
PROJECTS 7454, 7458, 7466, AND 7626**

TASK	PRINCIPAL ENGINEER	LAND SURVEYOR	2-MAN SURVEY	PROJECT ENGINEER/TRAFFIC ENGINEER	CIVIL DESIGNER	CAD DRAFTER	CLERICAL	SUBCONSULTANT FEE*	TOTAL COST
Burdened Hourly Rates	\$175	\$165	\$250	\$160	\$100	\$95	\$70		
TASK I - PRELIMINARY DESIGN STAGE									
1. KICK-OFF MEETINGS (1)	2			2			1		\$740
2. RESEARCH, COMPILE & REVIEW EX. DOCUMENTS				8	16				\$2,880
3. PROGRESS MEETINGS (3) WITH CITY STAFF, INCLUDING AGENDAS & MEETING MINUTES	6			8			3		\$2,540
4. UTILITY COORDINATION, UTILITY NOTIFICATION LOG AND CORRESPONDENCE				8	8		24		\$3,760
5. FIELD TOPOGRAPHIC SURVEY		8	52						\$14,320
6. PREPARE BASE PLANS						260			\$24,700
7. FIELD REVIEW WITH TAPE/WHEEL & SMART LEVEL				32	32				\$8,320
8. PRELIMINARY WATER IMPROVEMENT PLANS (PLAN VIEW ONLY), INCLUDING TITLE SHEET & DETAIL SHEETS-40 SCALE (Est. 21 Sheets)				56	130	80			\$29,560
9. PRELIMINARY STREET IMPROVEMENTS PLANS - 40 SCALE PLAN VIEW ONLY PER PMP RECOMMENDATIONS (Est. 3 Sheets)				16	20	30			\$7,410

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE - SUMMARY
FOR
CITY OF BREA
DESIGN OF WATER AND SEWER PROJECTS AT VARIOUS LOCATIONS
PROJECTS 7454, 7458, 7466, AND 7626**

TASK	PRINCIPAL ENGINEER	LAND SURVEYOR	2-MAN SURVEY	PROJECT ENGINEER/TRAFFIC ENGINEER	CIVIL DESIGNER	CAD DRAFTER	CLERICAL	SUBCONSULTANT FEE*	TOTAL COST
Burdened Hourly Rates	\$175	\$165	\$250	\$160	\$100	\$95	\$70		
10. PRELIMINARY ALLEY IMPROVEMENTS PLANS & PROFILES - 20 SCALE (Est. 8 Sheets)				32	40	64			\$15,200
11. PRELIMINARY SEWER IMPROVEMENTS PLANS & PROFILES - 40 SCALE (Est. 3 Sheets)				20	30	40			\$10,000
10. PRELIMINARY PROJECT SPECIFICATIONS				16			24		\$4,240
11. PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS, INCLUDING QUANTITY CALCULATIONS				8	24				\$3,680
13. 60% SUBMITTAL OF PS&E				8	20	26			\$5,750
14. REVISE AND RESUBMIT 100% PS&E PER CITY COMMENTS				24	32	42	16		\$12,150
TASK I SUBTOTAL COST									\$145,250
TASK II- FINAL DESIGN STAGE									
1. REVISE & PLOT FINAL PS&E PER CITY COMMENTS				16	24	32	8		\$8,560
2. SEND COPIES OF FINAL PLANS TO UTILITIES WITH NOTICE TO RELOCATE IF REQUIRED				4			8		\$1,200
3. FINALIZE PS&E ON MYLAR WITH DIGITAL COPIES FOR CITY APPROVAL				8	16	18	8		\$5,150
TASK II SUBTOTAL COST									\$14,910

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TASK	PRINCIPAL ENGINEER	LAND SURVEYOR	2-MAN SURVEY	PROJECT ENGINEER/TRAFFIC ENGINEER	CIVIL DESIGNER	CAD DRAFTER	CLERICAL	SUBCONSULTANT FEE*	TOTAL COST
Burdened Hourly Rates	\$175	\$165	\$250	\$160	\$100	\$95	\$70		
TASK III - BID STAGE SERVICES (HOURLY ESTIMATE)									
1. BID PHASE COORDINATION PER CITY REQUEST (HOURLY ESTIMATE)				20					\$3,200
TASK III SUBTOTAL COST									\$3,200
REIMBURSABLE EXPENSE ALLOWANCE									
REIMBURSABLE /REPROGRAPHIC EXPENSE ALLOWANCE, INCLUDING DELIVERIES, CERTIFIED MAILINGS, CD'S & PRINTS									\$4,000
REIMBURSABLE EXPENSE SUBTOTAL									\$4,000
AERIAL TOPOGRAPHY -20 SCALE (BY DIGITAL MAPPING INC. (DMI) -SUBCONSULTANTS)								\$6,160.00	\$6,160
GEOTECHNICAL INVESTIGATION & CORROSIVITY REPORT & PAVEMENT RECOMMENDATIONS (BY SCST LLC - SUBCONSULTANTS)				12				\$30,233.00	\$32,153
POTHOLE FIVE (5) EXISTING UTILITIES, INCLUDING TRAFFIC CONTROL DURING POTHOLE OPERATIONS IN MAJOR ARTERIALS (BY BOUDREAU PIPELINE CORP. - SUBCONSULTANTS)				4				\$5,533.00	\$6,173

**KABBARA ENGINEERING
MAN-HOUR FEE SCHEDULE - SUMMARY
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DESIGN OF WATER AND SEWER PROJECTS AT VARIOUS LOCATIONS
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TASK	PRINCIPAL ENGINEER	LAND SURVEYOR	2-MAN SURVEY	PROJECT ENGINEER/TRAFFIC ENGINEER	CIVIL DESIGNER	CAD DRAFTER	CLERICAL	SUBCONSULTANT FEE*	TOTAL COST
Burdened Hourly Rates	\$175	\$165	\$250	\$160	\$100	\$95	\$70		
ADDITIONAL AS-NEEDED FIELD SURVEYING SERVICES (HOURLY ESTIMATE)			80						\$20,000
TOTAL FIXED FEE PROPOSAL									\$231,846
*includes 10% administrative charge									

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19 day of March, 2019, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and Kabbara Engineering (hereinafter referred to as "CONSULTANT"),

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of the Design of Water and Sewer Projects at Various Locations ("Project" hereafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of which proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's Planning Commission, City Council and staff in preparation of Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

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

B. Agreement

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

(a) Project: The preparation of the Design of Water and Sewer Projects at Various Locations described in Exhibit "A" hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the project.

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

(c) Completion of Tasks: The date of completion of all assigned Tasks including any and all procedures, development plans, maps, documents, technical reports meetings, oral presentations regarding the completion of Tasks as set forth in Exhibits "A" hereto.

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all

supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Section 7 of Exhibit "A". Copies of the documents shall be in such numbers as are required in Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum sum of two-hundred thirty-one thousand eight-hundred forty-six dollars and no cents (\$231,846.00) for the performance of the services required hereunder, plus a contingency of twenty-three thousand one-hundred eighty-five dollars and no cents (\$23,185.00). This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth

below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "B". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "B" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task totals described in Exhibits "A" and "B" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of the amount set forth in Section 3 (a).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment

shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

(d) Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "B" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY agrees to provide to CONSULTANT:

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

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

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Written Product:

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

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

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

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

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be paid on a pro-rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

Michael Ho, P.E., Deputy Director of Public Works/City Engineer
CITY OF BREA
Public Works Department-Engineering Division
1 Civic Center Circle, Brea, CA 92821

CONSULTANT REPRESENTATIVE

Leah Kabbara, P.E., Principal Engineer
KABBARA ENGINEERING
121 N. Harwood Street, Orange, CA 92866-1626

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

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

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees.

CONSULTANT, by executing this Agreement, certifies as follows:

"I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before

commencing the performance of work of this contract.”

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

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

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

(3) Professional Errors and Omissions Liability (if required by the RFP) - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least **two million dollars (\$2,000,000.00)** for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of

work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

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

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

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

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

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

(c) The policies of insurance required in subsections (1) and (2) of Section 8(b), above shall:

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnity for Design Professional Services.

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

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

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

10. Assignment and Subcontracting: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused

by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

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

applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

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

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

15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. In the event of any inconsistency between this document and any of the Exhibits, the provisions of this document shall govern over the Exhibits, and the provisions of Exhibit A shall govern over the provisions of Exhibit B.

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

CONSULTANT



March 7, 2019

(two signatures required if corporation)

CITY

City Manager or Mayor

ATTEST:

City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/02/2019

SUBJECT: Approve a Resolution to Adopt a List of Projects Funded by SB:1 – The Road Repair & Accountability Act

RECOMMENDATION

Approve a Resolution to Adopt a List of Projects Funded by SB1: The Road Repair and Accountability Act

BACKGROUND/DISCUSSION

On April 28, 2017 the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017 ("RRAA"). The RRAA increases the per gallon fuel excise taxes by 12 cents, increases diesel fuel sales taxes by 20 cents, and increases vehicle registration fees with a provision for inflationary adjustments to tax rates in future years. The main objective of the RRAA is to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road systems.

In 2017, the State Controller ("Controller") began depositing this new funding into the newly created Road Maintenance and Rehabilitation Account ("RMRA"). A percentage of this new RMRA funding has been apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code ("SHC") Section 2032(h). The City of Brea received approximately \$259,000 in FY 2017-18 and \$734,000 in FY 2018-19 pursuant to the SHC Section 2032 (h) formula. To date, Brea has received just under one million dollars from the Controller, which has been placed in a newly created fund entitled "Road Maintenance and Repair Act" (Fund 221).

Additionally, the RRAA emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for RMRA funding, the statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission ("Commission"). These reporting requirements, as well as other fund use requirements and accounting processes, were developed within an RRAA Local and Streets and Road Funding Annual Reporting Guidelines document ("RRAA Guidelines"). On August 16, 2017, the Commission approved the final RRAA Guidelines. The Guidelines were updated in early March, 2018 and adopted by the Commission on March 21, 2018.

One of the requirements for receiving this funding is that agencies must adopt a project list by resolution and submit it to the Commission by May 1, 2019. Staff previously recommended programming the RMRA funds to two CIP projects; the Puente

Street Rehabilitation Project (CIP No. 7311) and Cliffwood Industrial Park Pavement Rehabilitation (CIP No. 7317). These projects are both slated to start construction this summer. Staff has prepared a Resolution to adopt the Project List, which complies with the RRAA Guidelines. The project recommended to receive the FY 2019-20 funding amount of \$743,000 is Country Hills Pavement & Water Improvements (CIP No. 7322).

FISCAL IMPACT/SUMMARY

SB 1 (RRAA) provides additional Gas Tax funds from increases to gas fuel and diesel fuel taxes, and vehicle registration fees. The main objective of this program is to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road systems.

The RRAA Guidelines require that cities/counties adopt a project list by resolution to demonstrate how they intend to use the FY 2019-20 RMRA funds and submit said resolution to the Commission by May 1, 2019. Staff has identified a project within the Draft 2019-20 CIP, Project 7322, that would be eligible for these funds. Therefore, staff recommends that the City Council consider approving a Resolution that adopts the RMRA Project List for submittal to the Commission by May 1, 2019. If approved, staff will program the RMRA funds within the 2019-20 CIP for Project 7322. There is no negative impact to the General Fund for this item.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Warren Coleman, Sr. Management Analyst

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

Attachments

Resolution

RESOLUTION NO. 2019-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO ADOPT A LIST OF PROJECTS TO BE FUNDED BY THE SB1: ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 WITHIN FISCAL YEAR 2019-20

A. RECITALS:

(i) On April 28, 2017, the Governor signed Senate Bill (SB) 1, which is known as the Road Repair and Accountability Act ("RRAA") of 2017; and

(ii) The state Controller has deposited various portions of this new funding into a newly created Road Maintenance and Rehabilitation Account ("RMRA") to be apportioned by formula to eligible cities and counties; and

(iii) On August 16, 2017, the California Transportation Commission ("Commission") approved the 2017 Local Streets and Roads Funding Annual Reporting Guidelines ("Guidelines") for the RRAA, which provides specific details and milestones on the use and reporting of the RMRA funds; and

(iv) On March 21, 2018, the Commission approved the 2018 Guidelines for the RRAA, which updated the 2017 Guidelines which provides specific details and milestones on the use and reporting requirements of the RMRA funds; and

(v) The Guidelines require cities/counties receiving the RMRA funds to submit a Project List by resolution to the Commission on May 1, 2019, which specifies the Project Description, Location, Estimated Useful Life, and Anticipated Year of Construction; and

(vi) The City of Brea will receive an estimated \$743,000 in RMRA funding in Fiscal Year 2019-20; and

(vii) On June 20, 2017, the City of Brea Adopted a Pavement Management Plan to develop a Street Rehabilitation project list to ensure revenues are being used on the most high-priority projects; and

(viii) the funding from the RMRA funds will help the City of Brea maintain and rehabilitate up to approximately 4.4 miles of streets within the City this next Fiscal Year; and

(ix) The City Council has determined that it is in the best interest of the City of Brea to adopt the Project List (Exhibit 'A') and program the RMRA funds to the Capital Improvement Program Fund (510) in Fiscal Year 2019-20 within the 2019-20 Capital Improvement Program Budget for the projects within Exhibit 'A' pursuant to the Guidelines.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea that:

1. The City of Brea is adopting the Project List in Exhibit 'A' planned to be funded with RMRA funds in Fiscal Year 2019-20 within the 2019-20 Capital Improvement Program Budget.

APPROVED AND ADOPTED this 2nd day of April, 2019.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris- Neal, City Clerk

RESO NO. 2019-015
April 2, 2019

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 2nd day of April, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

Exhibit 'A'
RMRA Project List
FY 2019-20

Project Name: Country Hills Subdivision Pavement & Water Connection Improvements

Project Number: 7322

Project Description:

This project will rehabilitate the existing streets within the Country Hills subdivision pursuant to the City's Pavement Management Plan (PMP). Additionally, the existing water connections throughout the area will be replaced. The improvements will also include updating curbs, gutters and ADA ramps.

Project Location: Entire Country Hills Subdivision between Lambert Road and Birch Street.

Estimated Cost: \$1,775,000

Funding:

RMRA (Fund 221)	\$743,000
Measure M2 (260)	\$525,000
Water Fund (420)	\$307,000
Gas Tax (220)	\$200,000

Estimated Construction Year: Summer 2019

Estimated Useful Life: 20+ years

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/02/2019

SUBJECT: Contract with Sully Miller Contracting Company for the Water Main Replacement and Alley Rehabilitation Projects, CIP Project No.'s 7315, 7316, 7317, and 7461 in the amount of \$2,694,000

RECOMMENDATION

1. Adopt Resolution to Appropriate an Additional \$1,350,000 from the Water Fund (Fund 420) and \$200,000 from the Measure M Fund (Fund 260) for Project Construction, Contingency, and Administration;
2. Receive Bids and Award Contract to Sully Miller Contracting Company in the amount of \$2,694,000; and
3. Authorize the Public Works Director or his designee to issue Contract Change Orders up to a "not to exceed" amount of 10% of the contract price.

BACKGROUND/DISCUSSION

The Miscellaneous Alley and Water Capital Improvement Projects 7315, 7316, 7317 and 7461 ("Project") were included as part of the Fiscal Year ("FY") 2016-2017 and FY 2017-2018 Capital Improvement Program (CIP).

These Projects will replace the waterlines and rehabilitate the pavement to the Cliffwood Industrial Park which includes Cliffwood Street (south of Lambert Road), Oak Place, Thor Place, and Telstar Way. The Projects will also rehabilitate the alley east of Redwood Avenue between Birch Street and Ash Street and the alley east of Puente Street between Joyce Drive and Walling Avenue. Due to similar type of work, combining these projects results in more competitive bids and will save time in project administration.

The detailed descriptions of these projects are as follows:

Cliffwood Industrial Park (South of Lambert Rd.) Water Improvements, Project 7461 – The water mains in this tract have experienced numerous leaks in the past several years and need replacement. The new water mains will provide reliable water service and better fire protection for the commercial properties. This project will replace approximately 5,500 linear feet of water main, services, gate valves, and appurtenances within the commercial tract.

Cliffwood Industrial Park (South of Lambert Rd.) Pavement Rehabilitation, Project 7317 – The existing pavement has experienced aging and poor drainage contributing to the aging process. The asphalt pavement is no longer recommended for slurry seal coating. This project will rehabilitate the existing pavement of the commercial streets in the Cliffwood Industrial Park.

In addition, damaged and/or uplifted sections of cross gutters, curb, gutter, sidewalk, and curb ramps will be replaced.

Rehabilitation of Alley east of Redwood Avenue between Birch Street and Ash Street, Project 7315 – The pavement has exceeded its service life and is in poor condition. Also, the selection of this alley for rehabilitation is based on the ranking in accordance with the City’s Pavement Management Plan. This project will reconstruct the pavement in the alley east of Redwood Avenue between Birch Street and Ash Street. The approximate length of this project is 500 feet.

Rehabilitation of Alley east of Puente Street between Joyce Drive and Walling Avenue, Project 7316 – The pavement has exceeded its service life and is in poor condition. Also, the selection of this alley for rehabilitation is based on the ranking in accordance with the City’s Pavement Management Plan. This project will reconstruct the pavement in the alley east of Puente Street between Joyce Drive and Walling Avenue. The approximate length of this project is 700 feet.

On February 19, 2019, 9 bids were received with the following results:

	Contractor	Amount
1.	Sully Miller Contracting Company	\$2,694,000.00
2.	PALP, Inc.	\$2,776,810.45
3.	GRFCO, Inc.	\$2,856,623.75
4.	Hardy & Harper, Inc.	\$2,899,000.00
5.	All American Asphalt	\$2,915,853.50
6.	Sequel Contractors, Inc.	\$2,934,178.45
7.	Big Ben, Inc.	\$2,980,638.25
8.	Gwinco Construction & Engineering, Inc.	\$3,370,131.00
9.	YAKAR	\$3,904,030.25

The lowest responsive bidder was Sully Miller Contracting Company of Brea, CA in the amount of \$2,694,000. The company has a valid contractor’s license and has been in the construction business for 96 years. Sully Miller Contracting Company has successfully completed similar projects for the Cities of Irvine, Newport Beach, and Fullerton. These projects were completed satisfactorily according to the references. If awarded, construction could begin in May 2019, and take approximately six (6) months to complete; weather permitting.

COMMISSION/COMMITTEE RECOMMENDATION

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

FISCAL IMPACT/SUMMARY

Current funding for the project is from Fund 220 - Gas Tax (\$50,485), Fund 221 - Road Maintenance and Rehabilitation Account (\$246,966), Fund 260 - Measure M (\$587,523), and Fund 420 - Water (\$869,973) for a total original estimated cost of \$1,754,947. This was a programmatic estimate as created within the CIP budget. However, as the design continued into fully developed plans and specifications there were several additional improvements necessary to accommodate the nearby businesses that were not captured in the original programmatic Project costs. The following table provides a breakdown of the construction and construction engineering budget with the requested additional funds:

Project No.	Project Description	Fund 220	Fund 221	Fund 260	Fund 420	Total
7315	Alley Rehab	\$26,320	\$0	\$138,680	\$0	\$165,000
7316	Alley Rehab	\$11,157	\$0	\$153,843	\$0	\$165,000
7317	Street Rehab	\$13,008	\$246,966	\$295,000	\$0	\$544,974
7461	Waterline Replacement	\$0	\$0	\$0	\$869,973	\$869,973
	Total	\$50,485	\$246,966	\$587,523	\$869,973	\$1,754,947

Estimated Total Project Costs	Total
Design	\$102,753
Construction Contract	\$2,694,000
Contingency (10%)	\$269,400
Construction Engineering	\$237,072
Legal, Misc.	\$1,722
Expenditure Total	\$3,304,947
Adopted Project Budget	\$1,754,947
Shortfall (Grand Total - Expenditure Total)	\$(1,550,000)

As seen above, the shortfall for the Project is found to be \$1,550,000. Since the original budget was prepared, several items have contributed to the increase in cost. One of the contributing factors is that over the last couple years there has been an experience of a busy bidding environment, which has resulted in high construction costs. It is anticipated that \$200,000 from Fund 260 - Measure M and \$1,350,000 from Fund 420 - Water Fund will provide the additional funding needed. Therefore, there will be no General Fund Impact.

Staff is recommending to receive bids, adopt attached resolution authorizing the additional funding in the amount of \$1,550,000, award the Contract to the lowest responsible and responsive bidder Sully Miller Contracting Company in the amount of \$2,694,000, and authorize the Public Works Director or his designee to issue Contract Change Orders up to a "not to exceed" amount of 10% of the Contract price.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Raymond Contreras, Associate Engineer

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

Attachments

Resolution

Proposal

Agreement

RESOLUTION NO. 2019-016

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 MEASURE M FUND (260) AND WATER FUND (420) TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECTS 7315, 7316, 7317, AND 7461, WATER MAIN REPLACEMENT AND ALLEY REHABILITATION PROJECTS

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 Water Fund (420) and Measure M Fund (260), to the Capital Improvement Program Fund (510), for Projects 7315, 7316, 7317, and 7461, Water Main Replacement and Alley Rehabilitation Projects, 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 by \$200,000 from the Measure M Fund (260) to the Capital Improvement Program Fund (510) for Projects 7315 (\$75,000), 7316 (\$75,000), and 7317 (\$50,000), Alley Rehabilitation Projects and Cliffwood Industrial Park Pavement Rehabilitation Project;

2. Increase funding by \$1,350,000 from the Water Fund (420) to Capital Improvement Program Fund (510) for Project 7461, Cliffwood Tract Water Improvements; and

3. Appropriate an additional \$1,550,000 to the Capital Improvement Program Fund (510) for Projects 7315 (\$75,000), 7316 (\$75,000), 7317 (\$50,000), and 7461 (\$1,350,000), Water Main Replacement and Alley Rehabilitation Projects.

APPROVED AND ADOPTED this 2nd day of April, 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 2nd day of April, 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. 2019-016
April 2, 2019

SECTION C

PROPOSAL

for the

**MISCELLANEOUS ALLEYS AND CLIFFWOOD INDUSTRIAL PARK
PROJECTS 7315, 7316, 7317 & 7461**

in the

CITY OF BREA

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within 120 working days, starting from the date of the Notice to Proceed.

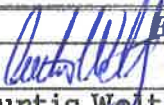
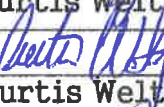
BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth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

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

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

Accompanying this proposal of bid, find **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>
#1	02/09/19	 Curtis Weitz, Assistant Secretary
#2	02/15/19	 Curtis Weitz, Assistant Secretary



**MISCELLANEOUS ALLEYS AND CLIFFWOOD INDUSTRIAL PARK
PROJECTS 7315, 7316, 7317, & 7461
CITY OF BREA, CALIFORNIA**

**ADDENDUM NUMBER 01
February 7, 2019**

Notice to All Bidders:

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

CONTRACT DOCUMENTS SPECIFICATIONS:

Bid Opening

Change Bid Due Date to **Tuesday, February 19, 2019**, at 2:00 P.M.

Section 6-2 Prosecution of Work

The following shall be added to Section 6-2 PROSECUTION OF WORK on page E-10 of the specifications.

The phasing for this project shall be as follows:

Phase 1 shall be Projects 7317 and 7461, Phase 2 shall be Project 7315, and Phase 3 shall be Project 7316. Contractor may start on either Phase 1, Phase 2, or Phase 3, but all pertinent work must be completed prior to moving on to the next phase of work. No work shall be allowed to be conducted in either phases concurrently at any time. Although should the Contractor propose to complete all the final cap of asphalt work in one mobilization as part of the final item of work, the City will take the proposal into consideration. Work to be considered included, but not limited to in each phase is detailed below in the order of work.

The order of work for this project shall be as follows:

Phase 1: CIP 7317 & 7461

- 1. Tie out existing centerline ties and/or front property corners monuments*
- 2. Traffic control and construction phasing plan submitted and approved*
- 3. Haul route plan submitted and approved*
- 4. Install water mains, gate valves and fire hydrants*
- 5. Pressure test and disinfect new water mains*
- 6. Connect new water main tie-in(s) to existing main*
- 7. Reconnect/install all water services (Provide residents/business owners 48 hour notice of upcoming interruption of service)*
- 8. Remove and salvage existing fire hydrants to the City Yard including stem (bury to be removed/abandoned in place - cut just above the concrete kicker)*
- 9. Remove and salvage existing valves & appurtenances*
- 10. Abandon existing water main*

11. PCC replacements – including curb ramps, curb & gutter, cross gutters, sidewalk, etc.
12. Asphalt concrete pavement base repairs
13. Cold mill AC pavement
14. Pavement preparation, including routing, cleaning, sweeping and crack sealing
15. Rubberized asphalt overlay
16. Adjust utility covers and manholes to grade
17. Replace traffic striping and pavement markings
18. Re-establish centerline ties and other monuments and file related documents

Phase 2: CIP 7315

1. Tie out existing centerline ties and/or front property corners monuments
2. Traffic control and construction phasing plan submitted and approved
3. Haul route plan submitted and approved
4. PCC replacements – including curb ramps, curb & gutter, cross gutters, sidewalk, etc.
5. Asphalt concrete pavement base repairs
6. Cold mill AC pavement
7. Pavement preparation, including routing, cleaning, sweeping and crack sealing
8. Asphalt overlay
9. Adjust utility covers and manholes to grade
10. Replace traffic striping and pavement markings
11. Re-establish centerline ties and other monuments and file related documents

Phase 3: CIP 7316

1. Tie out existing centerline ties and/or front property corners monuments
2. Traffic control and construction phasing plan submitted and approved
3. Haul route plan submitted and approved
4. PCC replacements – including curb ramps, curb & gutter, cross gutters, sidewalk, etc.
5. Asphalt concrete pavement base repairs
6. Cold mill AC pavement
7. Pavement preparation, including routing, cleaning, sweeping and crack sealing
8. Asphalt overlay
9. Adjust utility covers and manholes to grade
10. Replace traffic striping and pavement markings
11. Re-establish centerline ties and other monuments and file related documents

Section 5-1 Location

The attached page herein shall be added to Section 5-1 UTILITY LOCATION on page E-8 of the specifications and incorporated into the Contract agreement.

This Addendum does not significantly change the Engineer's Estimate.

CITY OF BREA
PUBLIC WORKS DEPARTMENT



Raymond Contreras
Associate Engineer

Cc: Lillian Harris-Neal, City Clerk
Michael S. Ho, P.E., Deputy Director/City Engineer

This is to acknowledge receipt and review of Addendum #01, dated February 7, 2019. It is understood that this document shall be incorporated in the Contractor's bid. Please note: The bidding Contractor shall signify receipt of this Addendum #01 in the Contractor's Proposal, Page C-2.

CRIMSON PIPELINE L.P.

3760 Kilroy Airport Way, Suite 300
Long Beach, CA 90806

Construction Requirements in the Proximity of Crimson Pipelines

Crimson Pipeline L.P. (Crimson) is committed to the continued, safe operation of its pipeline. The listed construction requirements are designed to help ensure that the pipeline is protected from excavation damage, encroachment or other risks that could adversely impact the pipeline or prevent required inspection and maintenance activities.

1. Crimson requires two copies of any proposed plans for work within Crimson's right-of-way. Plans shall be provided 45 calendar days prior to commencement of work to the address listed above.
2. Above ground structures and improvements that interfere with the construction, maintenance or repair of the pipeline are prohibited within Crimson's right-of-way. Structures and improvements include, but are not limited to, buildings, fences and walls.
3. Landscaped areas are permitted within the right-of-way. Trees and large bushes that impede the visual inspection of the ground surface are not permitted within the right-of-way. Crimson shall review all plans that encroach the pipeline and the pipeline right of way prior to 4.
4. Federal law prohibits removing, damaging or defacing of pipelines, pipeline signs, or other appurtenances installed on the pipelines right of way.
5. Other utilities may be installed within the right-of-way with permission from Crimson. Such utilities must maintain a minimum of 5 feet parallel and 1-foot vertical clearances unless approved in writing by Crimson prior to their installation. All clearances must conform to existing state and federal regulations.
6. A minimum of 3 feet, but not more than 6 feet of cover must be maintained over the pipeline at all times, unless otherwise approved by Crimson Pipeline in writing. The ground contour cannot be changed within the right-of-way without prior written permission by Crimson.
7. Proposed roads and utility crossings should cross Crimson's right-of-way as close to 90 degrees as possible. If, in Crimson's sole judgment, additional precautions are required to protect Crimson's pipeline, Crimson shall review and approve the construction plans in writing prior to the start of construction.
8. California State Law requires that parties notify Underground Service Alert at 1-800-227-2600, two full working days prior to digging.
9. All work on/or around the Crimson facility must comply with appropriate sections of Code of Federal Regulations Title 49, Part 195 - **TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.**
10. Crimson may choose to have an inspector on-site during any grading or excavation activities near the Crimson pipeline. Arrangements may be made for on-site inspection by contacting Crimson Utilities Coordinator at the address shown above.
11. Crimson requires that all excavation in the vicinity of the pipeline be done with hand tools in the presence of the Crimson's inspector consistent with California State Law requirements. Any damage to the pipeline shall be reported immediately. Crimson shall perform the necessary repair to insure the safety of the public safety. Crimson shall be reimbursed for all repair work necessary to continue with the safe, reliable operation of the pipeline.
12. In an emergency, including any damage or suspected damage to the Crimson pipeline, immediately notify Crimson at: 1-866-351-7473.
13. Any questions regarding construction activities in the vicinity of Crimson's pipeline shall be directed to:

UTILITIES COORDINATOR

Ph: (562) 285-4112 or (833) 876-4589

Fx: (562) 285-4141

Email: landdepartment@crimsonpl.com



CITY OF BREA

**MISCELLANEOUS ALLEYS AND CLIFFWOOD INDUSTRIAL PARK
IMPROVEMENTS
CIP PROJECT NO.'s 7315, 7316, 7317, & 7461**

February 7, 2019

RESPONSE TO QUESTIONS

Notice to All Bidders:

I. Response to Request for Information (RFI)

#	Question	Response
1	Bid Item No. 16d is not clear on what is needing to be supplied. Other than a tee, a control valve, and ductile iron pipe, what else is required? Is there a reconnect to the fire service? Or, if a new fire service, what material is required for the service?	<i>Bid Item No. 16d is to include all costs associated with the supply of all material, equipment, and labor to abandon and install/reconnect a new fire service complete in place up to the gate valve. The water pipe from the gate valve to the fire apparatus is private property and shall be protected in place. See attached City Standard 320-0 for reference.</i>

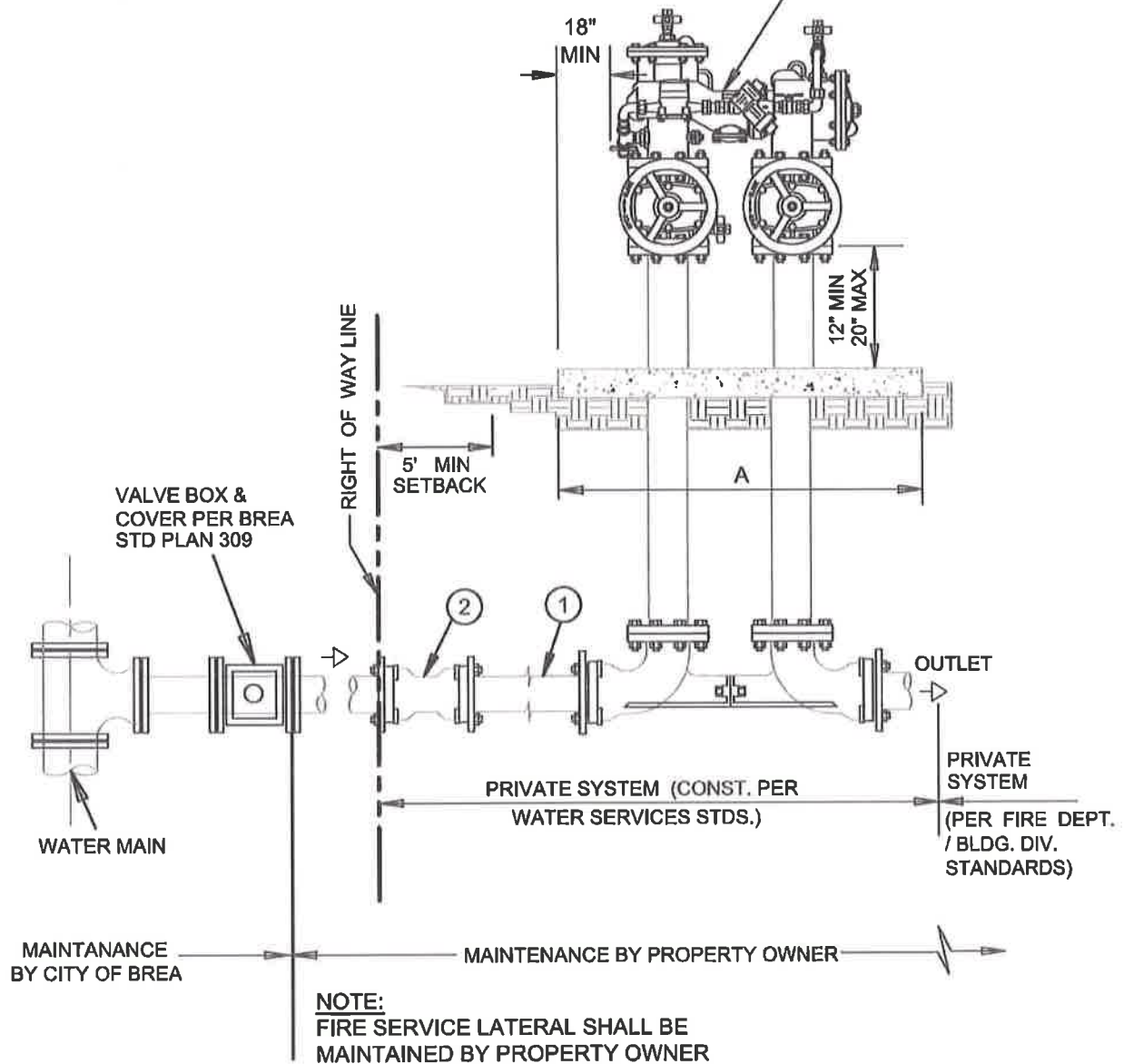
This document does not need to be submitted with the BID PROPOSAL. However, it is understood that this information shall be incorporated in the contractor's bid. If you have any questions or need additional information, please call (714) 990-7667.

PUBLIC WORKS DEPARTMENT

**Raymond Contreras
Associate Engineer**

Attachments: City of Brea Standard 320-0

BACKFLOW DOUBLE CHECK DETECTOR
ASSEMBLY OR REDUCED PRESSURE
PRINCIPAL DETECTOR ASSEMBLY
FEBCO 876 TYPE N, OR APPROVED EQUAL



FRONT ELEVATION VIEW



DOUBLE DETECTOR CHECK (COMPACT BACKFLOW PREVENTION ASSEMBLY 4" TO 10" SIZE)

APPROVED:

CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

320-0

SHEET 1 OF 2



**MISCELLANEOUS ALLEYS AND CLIFFWOOD INDUSTRIAL PARK
PROJECTS 7315, 7316, 7317, & 7461
CITY OF BREA, CALIFORNIA**

**ADDENDUM NUMBER 02
February 15, 2019**

Notice to All Bidders:

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

PROJECT SPECIFICATIONS:

9-3.5 Description of Bid Items

The following shall replace the language for Bid Item No. 12d – Remove Meter & Install New 3" Water Service and Meter to New Water Main.

The language shall be as follows:

Work under this item shall include all cost associated with the removal of the existing meter and installation of a new 3" meter and water service to new water main where noted on the plans and in accordance with the specifications herein. Payment for this item shall be at the contract unit price bid per Each (EA) and shall include, but not limited to; furnishing all labor, material and equipment to complete the construction, including abandonment, meter box (polymer), saw cutting, excavation, necessary bracing, all pipe, connections, tees, bends, reducers, and other fittings, AC base pavement including Tee- Cut, bedding, backfilling, compaction, testing, disinfection, steel plates and removal of excess material.

PROJECT PLANS:

The following pages are to be incorporated in/replace the existing sheet/s.

Sheet 22 – Water Improvements Plan For Thor Place and Cliffwood Park Street

Sheet 27 – Water Improvement Details and Notes

The attached exhibit 'A' herein shall be added to supplement Sheet 22 – Water Improvements Plan For Thor Place and Cliffwood Park Street and incorporated into the Contract agreement.

This Addendum does not significantly change the Engineer's Estimate.

CITY OF BREA
PUBLIC WORKS DEPARTMENT


Raymond Contreras
Associate Engineer

Cc: Lillian Harris-Neal, City Clerk
Michael S. Ho, P.E., Deputy Director/City Engineer

This is to acknowledge receipt and review of Addendum #02, dated February 15, 2019. It is understood that this document shall be incorporated in the Contractor's bid. Please note: The bidding Contractor shall signify receipt of this Addendum #02 in the Contractor's Proposal, Page C-2.

[illegible]

WATER SYSTEM WORK

24	INSTALL CLASS 32, 6" OF WATER MAIN AND FITTINGS PER CITY OF BREA STD. PLANS 30-0-0 AND 31-0-0 TYPE 1.
25	INSTALL CLASS 32, 12" OF WATER MAIN AND FITTINGS PER CITY OF BREA STD. PLANS 30-0-0 AND 31-0-0 TYPE 1.
26	INSTALL 8" BURGUNDY WOODS GATE VALVE WITH VALVE BOX ASSEMBLY PER CITY OF BREA STD. PLANS 30-0-0 AND 30-1-0.
27	INSTALL 12X12X18" OF TEE AND THRUST BLOCK PER CITY OF BREA STD. PLAN 31-2-0.
28	INSTALL 12" OF 12" END AND THRUST BLOCK PER CITY OF BREA STD. PLAN 31-2-0.
29	INSTALL 8" OF 14" END AND THRUST BLOCK PER CITY OF BREA STD. PLAN 31-2-0.
30	INSTALL 12" OF 14" END AND THRUST BLOCK PER CITY OF BREA STD. PLAN 31-2-0.
31	INSTALL 12" OF 12" END AND THRUST BLOCK PER CITY OF BREA STD. PLAN 31-2-0.
32	INSTALL 12" OF 12" END AND THRUST BLOCK PER CITY OF BREA STD. PLAN 31-2-0.
33	REMOVE AND SALVAGE EXISTING CITY INHABITANT. INSTALL COMPLETE 12" OF BREA STD. PLANS 30-0-0 AND PER ITEM 30 ON SHEET 24.
34	INSTALL NEW WATER METER AND WATER METER BOX (SIZE PER PLAN).
35	INSTALL 12" OF BREA STD. PLAN 30-0-0.
36	INSTALL 12" OF BREA STD. PLAN 30-0-0.
37	ABANDON EXISTING WATER MAIN IN PLACE. CONNECTION AND ANY EXISTING VALVE SHALL BE REMOVED. EXISTING WATER MAIN SHALL BE FLUSHED AND FILLD AFTER DRAIN OF EXISTING MAIN WITH CONCRETE.
38	INSTALL 8" BURGUNDY WOODS GATE VALVE WITH VALVE BOX ASSEMBLY PER CITY OF BREA STD. PLANS 30-0-0 AND 30-1-0.
39	ABANDON THE EXISTING 12" OF 12" END AND THRUST BLOCK PER CITY OF BREA STD. PLAN 31-2-0.
40	INSTALL 8" GUARD POST PER CITY OF BREA STD. PLAN 31-0-0 PER

PROPOSED WATER MAIN, SIZE 30" DIA.	1
NEW FIRE HYDRANT	1
DEP. WATER VALVE	1
45" BEND	1
WATER MAIN TEE	1
NEW SERVICE AND WATER MAIN IN NEW BOX	1
WATER MAIN CAPED OFF PLUGGED	1
NEW MAIN BRANCH	1



PREPARED UNDER THE SUPERVISION OF:

SAVINGS NO. 4023 REC. 40001

1/24/77

FILE

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

NO. 4007
FILE NO. 400023

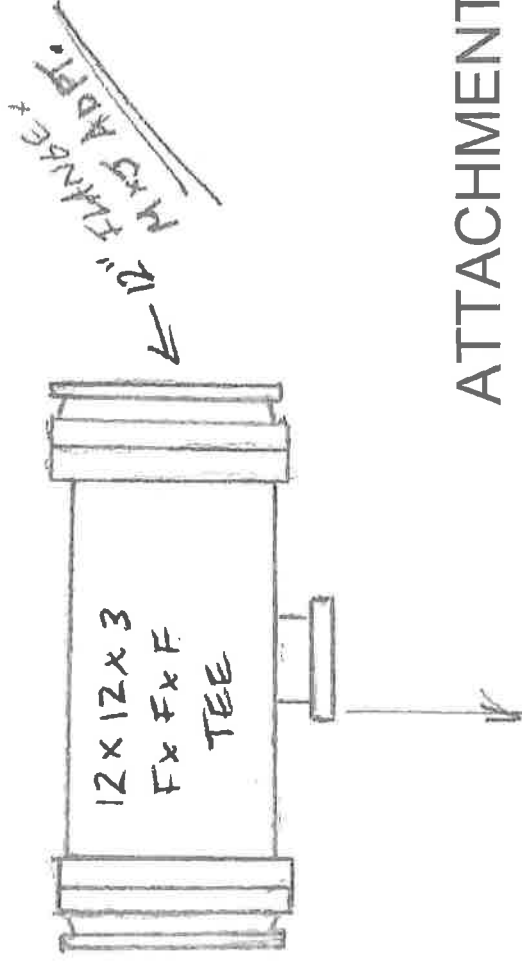
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CITY OF BREAS



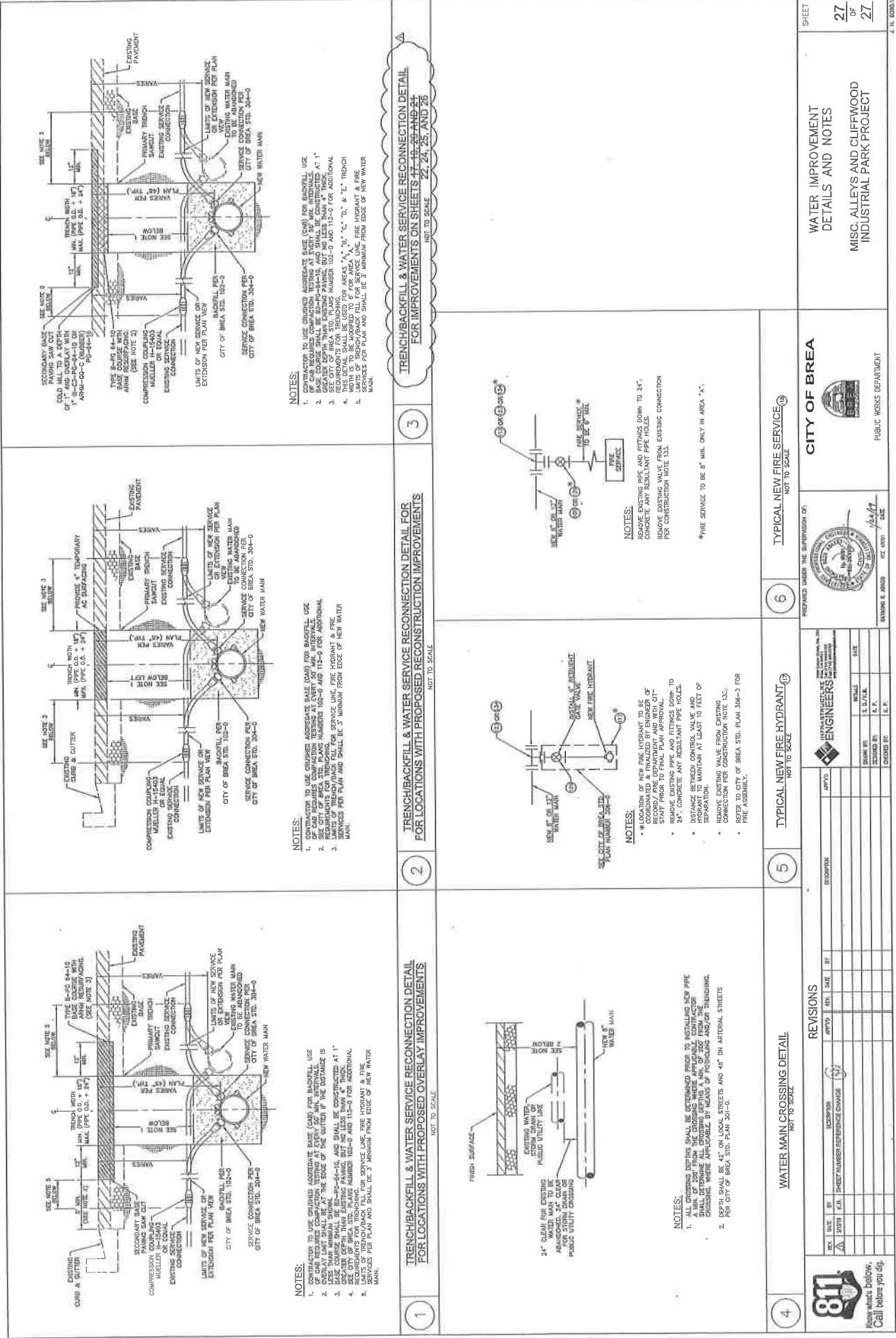
PUBLIC WORKS DEPARTMENT

WATER IMPROVEMENTS PLAN FOR
 WITHOR PLACE AND CLIFFWOOD PARK
 STREET
 MISC. ALLEYS AND CLIFFWOOD
 INDUSTRIAL PARK PROJECT



54×56

- GATES valves models (P.S.)





CITY OF BREA

**MISCELLANEOUS ALLEYS AND CLIFFWOOD INDUSTRIAL PARK IMPROVEMENTS
CIP PROJECT NO.'s 7315, 7316, 7317, & 7461**

February 15, 2019

RESPONSE TO QUESTIONS

Notice to All Bidders:

I. Response to Request for Information (RFI)

#	Question	Response
1	Bid item 12d calls for 3" water service. Sheet 22 Construction Note 119, it refers to Standard Plan 305-0 which is for a 2" Water Meter. Are we to use a reducer between the service and the meter or install a 2" water service or 3" water meter?	<i>Please see addendum No. 2 with attachment 'A' for clarification on the installation of the 3" water service.</i>
2	In the Specs on page E-14, it states "All equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the contractor." But on page E-19 is says the contractor shall NOT park any equipment or store any materials on the street during non-working hours. Are we allowed 5 days to move our equipment, or do we have to move our equipment off site every day. Please clarify.	<i>The Contractor shall be allowed to store materials as stated on page E-14 of the specifications within the City rights of way. However, where City has an easement or conducting work on private property the Contractor shall abide by the language on page E-19.</i>
3	For the localized streets will the Tee Grind for the water main installations still be required since the full width of the streets are being overlaid?	<i>For areas where the new water main is to be installed within the cold mill grinding limits, the requirement of the T-Cut can be removed. However, where the new water main is not located within the cold mill grinding limits, the requirement of the T-Cut shall be required. Furthermore, anywhere within private property or within an easement the Contractor is required to provide the necessary T-Cut and pavement rehabilitation. See addendum No. 2 for further clarification.</i>

This document does not need to be submitted with the BID PROPOSAL. However, it is understood that this information shall be incorporated in the contractor's bid. If you have any questions or need additional information, please call (714) 990-7667.

PUBLIC WORKS DEPARTMENT

A handwritten signature in black ink, appearing to read "Raymond Contreras", is written over the printed name.

Raymond Contreras
Associate Engineer

BID FORM
MISCELLANEOUS ALLEYS AND CLIFFWOOD INDUSTRIAL PARK
PROJECTS 7315, 7316, 7317 & 7461

Bidder: Sully-Miller Contracting Company

SCHEDULE A: ALLEY REHABILITATION EAST OF REDWOOD AVE. BETWEEN BIRCH ST. AND ASH ST. CIP PROJECT No. 7315				
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1a	Mobilization and Demobilization (5% Max)	1 LS	Lump Sum	6,100.-
2a	Remove Existing Tree or Tree Trunk	1 EA	\$ 600.- /EA	600.-
3a	Remove Existing Pavement and Base/Native Material	390 CY	\$ 64.- /CY	24,960.-
4a	Remove and Reconstruct Alley Intersection	2 EA	\$ 11,250.- /EA	22,500.-
5a	Construct 8" Concrete Curb	10 LF	\$ 68.- /LF	680.-
6a	Construct 24" High Concrete Block Wall	50 LF	\$ 135.50 /LF	6,775.-
7a	6" Crushed Aggregate Base (CAB)	75 TON	\$ 45.- /TON	3,375.-
8a	12" Crushed Aggregate Base (CAB)	480 TON	\$ 50.50 /TON	24,240.-
9a	4" Asphalt Concrete Pavement	155 TON	\$ 108.50 /TON	16,817.50
10a	6" PCC Concrete Pavement	40 CY	\$ 311.50 /CY	12,460.-
11a	Redwood Header	45 LF	\$ 20.- /LF	900.-
12a	Traffic Control	1 LS	Lump Sum	15,000.-
13a	Construction Surveying and Monumentation	1 LS	Lump Sum	7,550.-
Bid Schedule A: Bid in Figures: \$ <u>141,957.50</u>				
Bid Schedule A: Bid in Words: <u>one hundred forty one thousand nine hundred fifty seven dollars fifty cents</u>				

SCHEDULE B: ALLEY REHABILITATION EAST OF PUENTE ST. BETWEEN JOYCE DR. AND WALLING AVE.
CIP PROJECT No. 7316

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1b	Mobilization and Demobilization (5% Max)	1 LS	Lump Sum	8,700.-
2b	Remove Existing Pavement and Base/Native Material	565 CY	\$ 69.- /CY	38,985.-
3b	Remove and Reconstruct Alley Intersection	1 EA	\$ 11,200.- /EA	11,200.-
4b	Remove and Reconstruct 4' Wide Longitudinal Gutter	155 LF	\$ 137.50 /LF	21,312.50
5b	6" Crushed Aggregate Base (CAB)	80 TON	\$ 62.50 /TON	5,000.-
6b	8" Crushed Aggregate Base (CAB)	35 TON	\$ 70.50 /TON	2,467.50
7b	12" Crushed Aggregate Base (CAB)	735 TON	\$ 49.- /TON	36,015.-
8b	4" Asphalt Concrete Pavement	240 TON	\$ 107.- /TON	25,680.-
9b	6" PCC Concrete Pavement	40 CY	\$ 312.- /CY	12,480.-
10b	Redwood Header	25 LF	\$ 31.- /LF	775.-
11b	Traffic Control	1 LS	Lump Sum	21,000.-
12b	Construction Surveying and Monumentation	1 LS	Lump Sum	7,700.-

Bid Schedule B: Bid in Figures: \$ 191,315.-

Bid Schedule B: Bid in Words: one hundred ninety one thousand three hundred fifteen dollars

SCHEDULE C: CLIFFWOOD INDUSTRIAL PARK PAVEMENT REHABILITATION CIP PROJECT No. 7317

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1c	Mobilization and Demobilization (5% Max)	1 LS	Lump Sum	31,000.-
2c	Remove and Reconstruct 3' Wide Longitudinal Gutter	280 LF	\$64.50 /LF	18,060.-
3c	Remove and Reconstruct Concrete Sidewalk	835 SF	\$16.- /SF	13,360.-
4c	Remove and Reconstruct Curb and Gutter	445 LF	\$55.- /LF	24,475.-
5c	Remove and Reconstruct Cross Gutter	3,000 SF	\$18.- /SF	54,000.-
6c	Remove and Reconstruct Curb Ramp	7 EA	\$6,000.- /EA	42,000.-
7c	Remove Existing Pavement and Base/Native Material	25 CY	\$122.- /CY	3,050.-
8c	Tapered 0" to 2" Cold Plane	39,355 SF	\$34 /SF	13,380.70
9c	2" Cold Plane	19,060 SF	\$41 /SF	7,814.60
10c	Prune Tree Roots & Install Tree Root Barrier	3 EA	\$766.- /EA	2,298.-
11c	Remove and Reconstruct Parkway Drain	2 EA	\$7,100.- /EA	14,200.-
12c	Remove Existing AC Pavement 4" Deep	610 CY	\$38.- /CY	23,180.-
13c	4" Scarify and Compact	610 CY	\$22.50 /CY	13,725.-
14c	12" Crushed Aggregate Base (CAB)	40 TON	\$70.- /TON	2,800.-
15c	2.5" Asphalt Concrete Base Course	750 TON	\$79.- /TON	59,250.-
16c	1.5" ARHM Overlay	450 TON	\$108.- /TON	48,600.-
17c	2" ARHM Overlay	1,615 TON	\$110.- /TON	177,650.-
18c	Adjust Manhole to Grade	6 EA	\$885.- /EA	5,310.-
19c	Adjust Existing Water Valve to Grade	4 EA	\$670.- /EA	2,680.-
20c	Traffic Striping and Markings	1 LS	Lump Sum	7,050.-
21c	Traffic Control	1 LS	Lump Sum	44,000.-
22c	Construction Surveying and Monumentation	1 LS	Lump Sum	17,700.-
Bid Schedule C: Bid in Figures: \$625,583.30				
Bid Schedule C: Bid in Words: Six hundred twenty five thousand five hundred eighty three dollars thirty cents				

SCHEDULE D: CLIFFWOOD PARK INDUSTRIAL AREA WATER IMPROVEMENTS CIP PROJECT No. 7461

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1d	Mobilization and Demobilization (5% Max)	1 LS	Lump Sum	53,000.-
2d	Install 8" DI Pipe	3,820 LF	\$140.- /LF	534,800.-
3d	Install 12" DI Pipe	2,210 LF	\$151.70 /LF	335,257.-
4d	Remove and Install New Fire Hydrant	17 EA	\$11,100.- /EA	188,700.-
5d	Install 8" Resilient Wedge Gate Valve	24 EA	\$2,130.79 /EA	51,138.96
6d	Install 12" Resilient Wedge Gate Valve	19 EA	\$3,600.- /EA	68,400.-
7d	Install New 8" Flush Valve	1 EA	\$8,800.- /EA	8,800.-
8d	Abandon and Install New 8" Fire Service	1 EA	\$22,000.- /EA	22,000.-
9d	Remove Existing Meter & Water Service	2 EA	\$360.- /EA	720.-
10d	Remove Meter & Install New 2" Water Service and Meter to New Water Main	27 EA	\$6,150.- /EA	166,050.-
11d	Remove Existing Meter and Install New 1" Water Service to New Water Main	1 EA	\$4,200.- /EA	4,200.-
12d	Remove Existing Meter and Install New 3" Water Service & Meter to New Water Main	1 EA	\$7,500.- /EA	7,500.-
13d	Abandon Existing Water Main System	1 LS	Lump Sum	8,700.-
14d	Connect Existing Water System to New Water System	3 EA	\$7,000.- /EA	21,000.-
15d	Extend Existing 2" Water Service to New Meter	3 EA	\$8,100.- /EA	24,300.-
16d	Abandon and Install New 6" Fire Service	18 EA	\$7,100.- /EA	127,800.-
17d	Adjust New Water Valve to Grade	79 EA	\$560.- /EA	44,240.-
18d	Connect 2" Water Service to New Main	7 EA	\$2,400.- /EA	16,800.-
19d	Remove Existing Tree or Tree Trunk	3 EA	\$1,400.- /EA	4,200.-
20d	Traffic Control	1 LS	Lump Sum	34,538.24
21d	Construction Survey and Monumentation	1 LS	Lump Sum	13,000.-

Bid Schedule D: Bid in Figures: \$ 1,735,144.20

Bid Schedule D: Bid in Words: one million seven hundred thirty five thousand one hundred forty four dollars and twenty cents

SUMMARY OF BIDS FOR SCHEDULES A+B+C+D

BASE BID: SCHEDULE A+B+C+D

BASE BID in Figures: \$ <u>2,694,000.-</u>
BASE BID in Words: <u>two million six hundred ninety four thousand dollars</u>

The BASE BID (Schedules A+B+C+D) will be used to determine the lowest responsible bidder on the Project.

1. Bidder declares that he or she has read and understands Item No. 12 of Instructions to Bidders. CBH (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 Department of Industrial Relations (DIR) registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

[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.

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2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

**NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL**

I, Curtis Weltz, am the
(Print Name)

Assistant Secretary of Sully-Miller Contracting Company
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on 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; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to 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 of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 14th day of February, 20 19.

Sully-Miller Contracting Company

Name of Bidder



Signature of Bidder

Curtis Weltz, Assistant Secretary

**135 S. State College Blvd., Suite #400
Brea, CA 92821**

Address of Bidder

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 February 14, 2019 before me, Maria L. Ruiz, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Curtis Weltz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-Collusion Declaration Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curtis Weltz

☒ Corporate Officer — Title(s): Assistant Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Sully-Miller Contracting Co.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

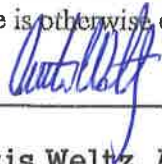
☐ Other: _____

Signer Is Representing: _____

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 Curtis Weltz, Assistant Secretary

Firm Sully-Miller Contracting Company

Date 02/14/19

UTILITY AGREEMENT

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 **MISCELLANEOUS ALLEYS AND CLIFFWOOD INDUSTRIAL PARK PROJECTS 7315, 7316, 7317 & 7461**, (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.

Sully-Miller Contracting Company

Contractor



By

Curtis Weltz
Assistant Secretary

Title

02/14/19

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 ruling lines. The lines are evenly spaced and run across the width of the page. 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.

Sully-Miller Contracting Company

Contractor

By

Curtis Weltz
Assistant Secretary

Title

02/14/19

Date

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Sully-Miller Contracting Company

Bidder Name

135 S. State College Blvd., Suite #400

Business Address

Brea, CA 92821

City,

State

Zip

(714) 578-9600

Telephone Number

charlie.pessa@sully-miller.com and
curtis.weltz@sully-miller.com

Email Address

#747612 Class A

State Contractor's License No. and Class

#1000003664

DIR Registration Number

03/30/98

Original Date Issued (State Contractor's License)

03/31/20

Expiration Date

The work site was inspected by Miles Mauldin of our office on Feb 14, 2019

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

Please see attached Certificate of Incumbency and Resolution

_____	_____
_____	_____
_____	_____
_____	_____

ADMINISTRATIVE SERVICES DIVISION

STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number
747612

Entity
CORP.

Business Name

**SULLY - MILLER CONTRACTING
COMPANY**

Classification(s)
A

Expiration Date

03/31/2020

www.cslb.ca.gov



Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	SULLY-MILLER CONTRACTING COMPANY	1000003664	ORANGE	BREA	CSLB:747612	Active	06/14/2018	06/30/2019

v2.20171120

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CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

TITLE

Chairman Of The Board
President
Vice President; CFO, Treasurer
and Assistant Secretary
Vice President of Operations
Vice President
Secretary
Assistant Secretary

NAME

John Harrington
John Harrington
Christian Ransinangue

William Joseph Thomas Boyd
Scott Bottomley
Anthony L. Martino, II
Curtis Weltz


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 6, 2018, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of January 2019.

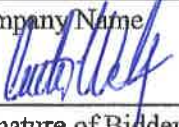
(SEAL)


Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

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

Sully-Miller Contracting Company

Company Name


Signature of Bidder

Curtis Weltz

Assistant Secretary

Printed or Typed Signature

Subscribed and sworn to before me this 14th day of February, 2019

Please see attached Notary

NOTARY PUBLIC _____

NOTARY SEAL

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

Please see attached List of References and Projects

1.

Name and Address of Public Agency

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

Contract Amount

Type of Work

Date Completed

2.

Name and Address of Public Agency

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

Contract Amount

Type of Work

Date Completed

3.

Name and Address of Public Agency

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

Contract Amount

Type of Work

Date Completed

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1
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Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

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

Subscribed and sworn to (or affirmed) before me

on this 14th day of February, 2019,
by Date Month Year(1) Curtis Weltz

(and (2) _____),

*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature 
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Bidder's Information _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____



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LIST OF REFERENCES

John Wayne Airport

Irvine, CA

Larry Serafini, Project Engineer

949-252-5270 lserafini@ocair.com

City of Fontana

Fontana, CA

Mario Estrada, Asst. City Engineer

909-350-7696 kraascn@fontana.org

C. J. Segerstrom / South Coast Plaza

Costa Mesa, CA

Grant Wilson, Project Manager

714-546-0110

City of Baldwin Park – Engr. Division

Baldwin Park, CA

Arjan Idnani, Engineering Manager

626-960-4011 Ext. 254

LA Arena Company

Staples Center – Los Angeles, CA

Don Berges, Construction Manager

213-742-7873

City of Fullerton

Fullerton, CA

George Lin, Project Engineer

714-738-6845 graffiti@cityoffullerton.com

The Irvine Company

Newport Beach, CA

Peggy Kloos, Sr. Director/Construction

949-720-2000

Irvine Community Development Company

Newport Beach, CA

Bill Martin, Vice President/Construction

949-734-800

Town of Apple Valley

Apple Valley, CA

Richard Pederson, Town Engineer

760-240-7000

Los Angeles County Dept. of Public Works

Alhambra, CA

Issa Adawiya, Resident Engineer

626-458-5100

CNC Engineering

City of Industry, CA

John Ballas, City Engineer

626-333-0336 gperez@cc-eng.com

Fox Studios Operations

Beverly Hills, CA

William Murphy, V.P. of Facilities

310-369-3794

BNSF Railroad Commerce

Hansen-Wilson

Roy Rogers, Construction Manager

323-267-4186

Caltrans

Department of Transportation

Ray Stokes, Regional Engineer

909-275-0211

Cal State Long Beach Foundation

Long Beach, CA

Mo Tidemanis, Director

562-985-8489

City of Rancho Cucamonga

Rancho Cucamonga, CA

Cindy Hackett, Associate Engineer

909-477-2740

City of Hesperia – Public Works Dept.

Hesperia, CA

Mike Podegradz, City Manager

760-947-1000

City of Barstow

Barstow, CA

Mike Stewart, City Engineer

760-255-5154



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BIDDER'S EXPERIENCE AND QUALIFICATIONS ASPHALT RUBBERIZED HOT MIX (ARHM) PROJECTS EXCEEDING 3,000 TONS OF ARHM

<i>Project Name/Number:</i>	PAVEMENT REJUVENATION WEST OAK PARK AREA-10128886		
<i>Start and Finish Dates:</i>	7/11 TO 10/11		
<i>Project Description:</i>	AC/ARHM GRIND & OVERLAY, STRIPING & MARKING, LOOPS		
<i>Agency Name:</i>	COUNTY OF VENTURA, 800 S. VICTORIA AVENUE, VENTURA, CA 93009		
<i>Contact Person:</i>	ARIEL BRAZA	<i>Telephone:</i>	805/654-2039
		<i>Project Value:</i>	\$2,470,417
<hr/>			
<i>Project Name/Number:</i>	1-5 PRE-CONSTRUCTION MITIGATION PHASE II-10149189		
<i>Start and Finish Dates:</i>	6/13 TO EST. FINISH 2/15		
<i>Project Description:</i>	ARHM, AC, COLD MILL, ADJUST WATER VALVES & MANHOLES, SURVEY, LOOPS, SWPPP, ELECTRICAL		
<i>Agency Name:</i>	CITY OF SANTA FE SPRINGS, 11710 TELEGRAPH ROAD, SANT FE SPRINGS, CA 90670		
<i>Contact Person:</i>	TOM RIGONI	<i>Telephone:</i>	562/868-0511
		<i>Project Value:</i>	\$2,317,398.00
<hr/>			
<i>Project Name/Number:</i>	ANNUAL PUBLIC WORKS REPAIRS & IMPROVEMENTS-10128905 (11141C)		
<i>Start and Finish Dates:</i>	10/11 TO EST. FINISH 8/14		
<i>Project Description:</i>	ARHM/AC ANNUAL PROJECT		
<i>Agency Name:</i>	CITY OF FONTANA, 8353 SIERRA AVENUE, FONTANA, CA 92335		
<i>Contact Person:</i>	KEITH KRAMER	<i>Telephone:</i>	909-350-7600
		<i>Project Value:</i>	\$3,000,000



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BIDDER'S EXPERIENCE AND QUALIFICATIONS STORM DRAIN, SEWER AND WATER REFERENCES

Project Name/Number: 2010/2011 ANNUAL WATERLINE & SLURRY SEAL JOB/ 11090C & 10128866
Start and Finish Dates: 5/2011-3/2012
Project Description: WATER LINE & STREET IMPROVEMENTS
Agency Name: CITY OF LA HABRA, 201 E. LA HABRA BLVD., LA HABRA, CA 90633
Contact Person: CHUCK STEPHAN *Telephone:* 562/905-7200
Original Contract Amount: \$1,507,833 *Final Contract Amount:* \$1,443,408
Change in contract amount is due to items of work being deleted by the agency. NO CLAIMS

Project Name/Number: BEECH AVE. WATERLINE REPLACEMENT/ 11164C & 10128918
Start and Finish Dates: 7/2012-11/2012
Project Description: CONSTRUCTION SERVICE, WATER SYSTEM, MAIN SERVICE LINE
Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, 900 SOUTH FREMONT AVENUE, ALHAMBRA, CA 91803
Contact Person: JOSEPH NGUYEN *Telephone:* 626-458-3166
Original Contract Amount: \$672,950 *Final Contract Amount:* \$772,525
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS

Project Name/Number: ANNUAL WATER MAIN/ 12171C & 10128945
Start and Finish Dates: 3/2012-4/2013
Project Description: WATERLINE/WATER MAIN, SURVEY, AC GRIND & OVERLAY, SLURRY SEAL, PCC IMPRV., ADJUST MANHOLES, TREE ROOT PRUNE, STRIPING & MARKING, LOOPS, CMB
Agency Name: CITY OF LA HABRA, 201 E. LA HABRA BLVD., LA HABRA, CA 90633
Contact Person: CHUCK STEPHAN *Telephone:* 562/905-7200
Original Contract Amount: \$4,887,619 *Final Contract Amount:* \$6,112,019
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS



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BIDDER'S EXPERIENCE AND QUALIFICATIONS STORM DRAIN, SEWER AND WATER REFERENCES

Project Name/Number: CACTUS AVE./NASON ST./ 12177C & 10129925
Start and Finish Dates: 4/2012-5/2013
Project Description: CATCH BASIN, TRAFFIC CONTROL, LANDSCAPE & IRRIGATION, CLEARING & GRUBBING, COLD MILL, EXCAVATION, AC, CAB, PCC, ELECTRICAL, STRIPING & MARKING, FENCING, PIPE, EROSION CONTROL, RIP-RAP
Agency Name: CITY OF MORENO VALLEY, 14177 FREDERICK STREET, MORENO VALLEY, CA 92552
Contact Person: VIREN SHAH *Telephone:* 951/413-3100
Original Contract Amount: \$19,076,135 *Final Contract Amount:* \$19,813,771
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS

Project Name/Number: INDIAN HILL BLVD. STORM DRAIN/ 10133111
Start and Finish Dates: 9/2012-04/2013
Project Description: MANHOLES, RCP, STORM DRAIN STRUCTURES, LANDSCAPE & IRRIGATION, AC OVERLAY, BASE, SLURRY SEAL, PCC, ELECTRICAL, STRIPING & MARKING
Agency Name: CITY OF CLAREMONT, 207 HARVARD AVENUE, CLAREMONT, CA 91711
Contact Person: CRAIG BRADSHAW *Telephone:* 909/399-5460
Original Contract Amount: \$1,281,624 *Final Contract Amount:* \$1,549,977
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS

Project Name/Number: VILLAGE SOUTH STREET, PLAYA VISTA/10142150
Start and Finish Dates: 5/2013-7/2013
Project Description: CONCRETE, CMB, MOBILIZATION, STREET GRADING
Agency Name: PLAYA VISTA CAPITAL COMPANY, LLC, 6500 SEABLUFF DRIVE, PLAYA VISTA, CA 90094
Contact Person: CLIFF RITZ *Telephone:* 310/822-0074
Original Contract Amount: \$703,023 *Final Contract Amount:* \$714,322
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS



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BIDDER'S EXPERIENCE AND QUALIFICATIONS STORM DRAIN, SEWER AND WATER REFERENCES

Project Name/Number: ACACIA AVE. WASTEWATER CAPACITY & STREET IMPRV./10144454
Start and Finish Dates: 6/2013-9/2013
Project Description: SEWER & STREET IMPRV., ADJUST MANHOLES & WATER VALVES, ELECTRICAL, LOOP, LANDSCAPE, SURVEY, STRIPING & MARKING, AC, PCC
Agency Name: CITY OF GLENDALE, 633 E. BROADWAY, GLENDALE, CA 91206
Contact Person: JASMINA ZIGIC *Telephone:* 818/548-3945
Original Contract Amount: \$1,316,291 *Final Contract Amount:* \$1,426,094
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS

Project Name/Number: INDIAN HILL STORM DRAIN/10154129
Start and Finish Dates: 10/2013-1/2014
Project Description: CATCH BASIN, MANHOLES & SHORING, AC PAVING, PCC IMPRV., ELECTRICAL
Agency Name: CITY OF POMONA, 505 S. GAREY AVE., POMONA, CA 91769
Contact Person: BRIAN HENSLEY *Telephone:* 909/620-2261
Original Contract Amount: \$508,200 *Final Contract Amount:* \$585,970
Change in original contract amount is due to extra work and/or contract change orders adding work. NO CLAIMS



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: BNSF RAILWAY COMPANY/10176355
Start and Finish Dates: 11/18/15 - 11/21/15
Project Description: SURVEY, AC GRIND & OVERLAY, STRIPING & MARKING, K-RAIL
Agency Name: BNSF RAILWAY COMPANY
Contact Person: KHY LIM *Telephone:* 626/372-9504
Original Contract Amount: \$154,370 *Final Contract Amount:* \$133,820
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: VIEWLINE DRIVE PAVEMENT REHABILITATION PROJECT/10175083
Start and Finish Dates: 10/5/15 – 10/22/15
Project Description: COLD MILL, AC, ELECTRICAL, ADJUSTMENTS, STRIPING
Agency Name: CITY OF SIMI VALLEY
Contact Person: MANSOUR MORADI *Telephone:* 805/583-6786
Original Contract Amount: \$193,381 *Final Contract Amount:* \$191,045
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: DEEP CREEK ROAD OVERLAY/10166577
Start and Finish Dates: 2/9/15 – 3/2/16
Project Description: AC GRIND & OVERLAY, STRIPING & MARKING
Agency Name: TOWN OF APPLE VALLEY
Contact Person: BRETT MORGAN *Telephone:* 760/403-8034
Original Contract Amount: \$245,000 *Final Contract Amount:* \$245,586
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: FY 14-15 CITYWIDE STREET RECONSTRUCTION PROJECT/10168066
Start and Finish Dates: 4/17/15 – 6/15/15
Project Description: AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, STRIPING & MARKING
Agency Name: CITY OF STANTON
Contact Person: STEPHANIE CAMORLINGA *Telephone:* 714/379-9222
Original Contract Amount: \$472,867 *Final Contract Amount:* \$495,029
Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: HESPERIA ROAD OVERLAY/10159022
Start and Finish Dates: 6/9/14 – 7/4/14
Project Description: HESPERIA ROAD OVERLAY
Agency Name: CITY OF VICTORVILLE
Contact Person: HIRAM HOUCK *Telephone:* 760/243-6351
Original Contract Amount: \$492,000 *Final Contract Amount:* \$521,494
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 2014 ANNUAL STREET RESURFACING PROJECT/10163369
Start and Finish Dates: 9/5/14 – 11/20/14
Project Description: ARHM GRIND AND OVERLAY, ADJUST MANHOLES, STRIPING AND MARKING, SURVEY
Agency Name: CITY OF CALABASAS
Contact Person: TATIANA HOLDEN *Telephone:* 818/224-1674
Original Contract Amount: \$562,798 *Final Contract Amount:* \$624,427
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: MONTEBELLO BOULEVARD/TOWNE CENTER DRIVE RESURFACING MEDIAN AND LANDSCAPE ENHANCEMENTS PROJECT/10168081
Start and Finish Dates: 4/20/15 – 6/25/15
Project Description: CLEAR & GRUB, COLD MILL, AC, CONCRETE IMPROVEMENTS, ADJUST MANHOLES/VALVES, LANDSCAPE & IRRIGATION, SURVEY WELL MONUMENTS, STRIPING & MARKING, LOOPS, RIVER ROCK
Agency Name: CITY OF ROSEMEAD
Contact Person: RAFAEL FAJARDO *Telephone:* 626/569-2100
Original Contract Amount: \$624,686 *Final Contract Amount:* \$698,078
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: HOLLYWOOD WALK OF FAME 50TH, AREA #1/10168030
Start and Finish Dates: 3/3/15 – 6/26/15
Project Description: PARKWAY IMPROVEMENTS
Agency Name: HOLLYWOOD HISTORIC TRUST
Contact Person: DANNY KAYE *Telephone:* 323/468-1379
Original Contract Amount: \$667,415 *Final Contract Amount:* \$741,935
Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: IMPROVEMENT OF ARTESIA BOULEVARD BETWEEN WEST CITY LIMIT AND BUTLER AVENUE/10160883

Start and Finish Dates: AUGUST 2014 -4/1/15

Project Description: AC/ARHM GRIND AND OVERLAY, PCC IMPROVEMENTS, STRIPING & MARKING, LOOPS, ADJUST MANHOLES/UTILITIES, TREE PRUNING/ROOT SHAVING

Agency Name: CITY OF LONG BEACH

Contact Person: ONOFRE RAMIREZ *Telephone:* 562/570-6634

Original Contract Amount: \$744,659 *Final Contract Amount:* \$850,949

Change in original contract amount is due to extra work and/or contract change orders adding

Project Name/Number: FEDERAL SAFE ROUTES TO SCHOOL WALNUT GROVE AVENUE ENHANCEMENT PROJECT/10164577

Start and Finish Dates: 1/12/15 – 7/9/15

Project Description: AC GRIND & OVERLAY, CLEAR & GRUB, PCC IMPROVEMENTS, STREET LIGHTS, TRAFFIC SIGNAL MODIFICATIONS, STRIPING, MARKING, SIGNING, LANDSCAPE & IRRIGATION

Agency Name: CITY OF ROSEMEAD

Contact Person: RAFAEL FAJARDO *Telephone:* 626/569-2100

Original Contract Amount: \$692,308 *Final Contract Amount:* \$736,277

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PACIFIC ELECTRIC INLAND EMPIRE TRAIL/10157108

Start and Finish Dates: 8/25/14 – 4/28/15

Project Description: STORM DRAIN IMPROVEMENTS, LANDSCAPE & IRRIGATION, ELECTRICAL, STRIPING & SIGNS

Agency Name: CITY OF RIALTO

Contact Person: JASON BROWN *Telephone:* 310/502-9931

Original Contract Amount: \$3,169,295 *Final Contract Amount:* \$3,527,760

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: GRAVES AVENUE, ET AL, PHASE 2/10156967

Start and Finish Dates: 6/30/14 – 4/29/15

Project Description: AC/ARHM GRIND & OVERLAY, PCC IMPROVEMENTS, CLEAR & GRUB, CMB, C-I-P RECYCLING, EMULSIFIED RECYCLING AGENT, TREE REMOVAL/TRIMMING
ROOT PRUNE/BARRIER, ELEC/LOOPS, ADJ UTILITIES, STRIPING & MARKING

Agency Name: COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

Contact Person: CHANDRA McCLOUD *Telephone:* 626/458-3144

Original Contract Amount: \$3,989,378 *Final Contract Amount:* \$3,773,072

Change in contract amount is due to items of work being deleted by the agency.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: IMPERIAL HIGHWAY/10152857
Start and Finish Dates: 2/3/14 - 4/10/15
Project Description: TRAFFIC CONTROL, ROOT PRUNE, SIGNS, PCC, COLD MILL, AC, RECONSTRUCT MANHOLE, MASONRY, STRIPING & MARKING, ELECTRICAL, LANDSCAPE & IRRIGATION
Agency Name: COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
Contact Person: TIM BAZINET *Telephone:* 626/485-3144
Original Contract Amount: \$4,144,238 *Final Contract Amount:* \$4,298,278
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: WILSHIRE BOULEVARD BUS RAPID TRANSIT/10159007
Start and Finish Dates: 9/4/14 - 2/7/15
Project Description: TRAFFIC CONTROL, SWPPP, SIGNS, TREE REMOVAL, REMOVE CHAIN LINK FENCE , CLEAR & GRUB, AC, PCC, ADJUST MANHOLES, CMB, SLURRY, COLD MILL, CB'S, STRUCTURES, ELECTRICAL, LOOPS, LANDSCAPE/IRRIGATION, STRIPE & MARK
Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
Contact Person: COLIN McCARTER *Telephone:* 626/458-3144
Original Contract Amount: \$4,420,769 *Final Contract Amount:* \$3,307,806
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: MAPLEGROVE STREET, ET AL/10156534
Start and Finish Dates: 6/23/14 – 5/13/15
Project Description: SWPPP, CLEARING & GRUBBING, ARHM, FIRE HYDRANT, TRAFFIC CONTROL, ROOT PRUNE, TREE REMOVAL, COLD MILL, SLURRY, CMB, AC, ARHM, PCC, CATCH BASIN, CHAIN LINK FENCE, LOOP DETECTORS, STRIPING & MARKING, RECONSTRUCT MANHOLE
Agency Name: COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
Contact Person: JOEL ZARAGOZA *Telephone:* 626/485-3144
Original Contract Amount: \$5,247,333 *Final Contract Amount:* \$5,154,799
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: 2011 ROADWAY MAINTENANCE & SLURRY SEAL PROGRAM/ 10150602
Start and Finish Dates: 8/2013-12/2014
Project Description: SWPPP, AC GRIND & OVERLAY, CRACK SEAL, SLURRY SEAL, STRIPING & MARKING
Agency Name: PORT OF LONG BEACH
925 HARBOR PLAZA DRIVE
LONG BEACH, CA 90802
Contact Person: ALI VATANSHENAG *Telephone:* 562/437-0041
Original Contract Amount: \$434,380 *Final Contract Amount:* \$455,300
Change in original contract amount is due to extra work and/or contract change orders adding



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

work.

Project Name/Number: KIOWA RANCH ROAD TO DEL ORO ROAD/ 10149809
Start and Finish Dates: 9/2013-11/2013
Project Description: AC GRIND & OVERLAY, PCC IMPRV., STRIPING & MARKING, SURVEY, TREE REMOVAL, CMB, ADJUST UTILITIES, SLURRY SEAL
Agency Name: TOWN OF APPLE VALLEY
14975 DALE EVANS PARKWAY
APPLE VALLEY, CA 92307
Contact Person: BRETT MORGAN *Telephone:* 760/240-7000
Original Contract Amount: \$662,781 *Final Contract Amount:* \$663,811
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ARTESIA BLVD. & WESTERN AVE. STREET IMPRV./10147379
Start and Finish Dates: 7/2013-10/2013
Project Description: SIGNS, SWPPP, TRAFFIC CONTROL, TREE REMOVAL, STRIPING & MARKING, COLD MILL, ELECTRICAL, PCC, AC, ARHM, SURVEY, ADJUST MANOLES & WATER VALVES, LOOPS
Agency Name: CITY OF GARDENA
1700 W. 162ND STREET
GARDENA, CA 90247
Contact Person: JOHN FELIX *Telephone:* 310/217-9500
Original Contract Amount: \$645,472 *Final Contract Amount:* \$605,644
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: TILDEN TERRENCE/ 10146479
Start and Finish Dates: 4/2013-9/2013
Project Description: ON-SITE, OFF-SITE, ALLEY IMPRV.
Agency Name: DREYFUSS CONSTRUCTION
5855 GREEN VALLEY CIRCLE, STE. 300
CULVER, CA 90230
Contact Person: DAVID SANCHEZ *Telephone:* 310/645-9565
Original Contract Amount: \$748,082 *Final Contract Amount:* \$835,884
Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: LA LOGISTICS CENTER/ 10144825
Start and Finish Dates: 3/2013-6/2013
Project Description: B-PERMIT
Agency Name: XEBEC BUILDING COMPANY, INC.
3010 OLD RANCH PARKWAY, STE. 480
SEAL BEACH, CA 90740
Contact Person: SIOBHAN SHARPLES *Telephone:* 562/795-0270
Original Contract Amount: \$373,756 *Final Contract Amount:* \$383,456
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: AGOURA ROAD WIDENING PHASE 1/CANWOOD STREET IMPRV./ 10144581
Start and Finish Dates: 4/2013-10/2013
Project Description: AC/ARHM GRIND & OVERLAY, CAB, PCC IMPRV., COLD-IN-PLACE RECYCLING,
ADJUST UTILITIES, SIGNING & STRIPING, TREE PROTECTION/REMOVAL,
LANDSCAPE & IRRIGATION
Agency Name: CITY OF AGOURA HILLS
30001 LADYFACE COURT
AGOURA HILLS, CA 91301-1335
Contact Person: CHARMAINE YAMBAO *Telephone:* 818/597-7300
Original Contract Amount: \$1,058,551 *Final Contract Amount:* \$1,273,120
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: CEDARS-SINAI MEDICAL CENTER-ADVANCES HEALTH SCIENCES PAVILION PROJECT/
10143403
Start and Finish Dates: 2/2013-4/2013
Project Description: CMB, AC GRIND & OVERLAY, STRIPING, DOUBLE ADJUST MANHOLES
Agency Name: HATHAWAY DINWIDDIE CONSTRUCTION COMPANY
811 WILSHIRE BLVD., STE. 1500
LOS ANGELES, CA 90017-2632
Contact Person: STEPHEN DUHM *Telephone:* 213/236-0500
Original Contract Amount: \$229,000 *Final Contract Amount:* \$234,671
Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: BEAR VALLEY CUTOFF/ 10143018
Start and Finish Dates: 5/2013-6/2013
Project Description: ARHM/AC GRIND & OVERLAY, CRACK SEAL, SIGNS & STRIPING & MARKING
Agency Name: SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS
825 EAST 3RD STREET
SAN BERNARDINO, CA 92415
Contact Person: SUNDARAMOORTHY *Telephone:* 909/387-8104
SRIRAJAN

Original Contract Amount: \$928,725 *Final Contract Amount:* \$802,793
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: DALE EVANS PARKWAY OVERLAY PROJECT INTERSTATE 15 TO JOHNSON ROAD & JOSHUA ROAD OVERLAY PROJECT/ 10141551
Start and Finish Dates: 1/2013-4/2013
Project Description: AC GRIND & OVERLAY, STRIPING & MARKING, GRADING, SWPPP
Agency Name: TOWN OF APPLE VALLEY
14955 DALE EVANS PARKWAY
APPLE VALLEY, CA 92307
Contact Person: BRENT MORGAN *Telephone:* 760/240-7000
Original Contract Amount: \$720,677 *Final Contract Amount:* \$743,789
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: FY 2012/13 STREET MAINTENANCE PROJECT/ 10140019
Start and Finish Dates: 10/2012-12/2013
Project Description: ARHM GRIND & OVERLAY, ADJUST UTILITIES, SURVEY, CRACK SEALING
Agency Name: CITY OF MALIBU
23825 STUART RANCH ROAD
MALIBU, CA 90265
Contact Person: ROBERT DUBOUX *Telephone:* 310/456-2489
Original Contract Amount: \$652,716 *Final Contract Amount:* \$929,630
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: THE ICIS APARTMENTS/ 10139570
Start and Finish Dates: 9/2012-11/2012
Project Description: B-PERMIT
Agency Name: ALLIANCE RESIDENTIAL BUILDERS II G.P., INC.
450 NEWPORT CENTER DR., #550
NEWPORT, CA 92660
Contact Person: SCOTT CRIGGS *Telephone:* 949/706-8460
Original Contract Amount: \$299,701 *Final Contract Amount:* \$335,741
Change in original contract amount is due to extra work and/or contract change orders adding work.
Project Name/Number: 2012 VARIOUS STREETS RESURFACING II, PROP 1 B & LACMTA/ 10137709



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Start and Finish Dates: 10/2012-2013
Project Description: AC/ARHM GRIND & OVERLAY, PCC IMPRV., ADJUST UTILITIES, LOOPS, STRIPING & MARKING, CONSTRUCTION AREA SIGNS

Agency Name: CITY OF MONTEREY PARK
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754

Contact Person: ROY ALFONSO *Telephone:* 626-307-1458

Original Contract Amount: \$996,500 *Final Contract Amount:* \$1,082,247
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: CITYWIDE ANNUAL OVERLAY PROGRAM & CONCRETE REPLACEMENT PROGRAM/
10137355

Start and Finish Dates: 9/2012-3/2013

Project Description: AC/ARHMGRIND & OVERLAY, AC DIKE, LOOPS, ADJUST UTILITIES, CAB, STRIPING & MARKING, PCC IMPRV., SURVEY

Agency Name: CITY OF CARSON
701 EAST CARSON STREET
CARSON, CA 90745

Contact Person: RICK BOUTROS *Telephone:* 310/830-7600

Original Contract Amount: \$1,295,000 *Final Contract Amount:* \$1,504,633
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PREVENTIVE MAINTENANCE OF STREETS-2012/ 10137154

Start and Finish Dates: 11/2012-3/2013

Project Description: COLD MILL, ARHM, AC ADJUST SEWER MANHOLES, CLEAR & GRUB, STRIPING & MARKING, LOOP DETECTORS, SURVEY

Agency Name: CITY OF PASADENA
100 N. GARFIELD AVE.
PASADENA, CA 91101

Contact Person: MORLEY SARAIYA *Telephone:* 626/744-4000

Original Contract Amount: \$1,138,208 *Final Contract Amount:* \$1,273,343
Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: IMPROVEMENT OF LINCOLN AVENUE/ 10136832
Start and Finish Dates: 10/2012-3/2013
Project Description: CONCRETE, AC, CRACK SEAL, COLD MILL, ARHM, ELECTRICAL, MANHOLES, STORM DRAIN, MARKERS, LOOPS
Agency Name: CITY OF PASADENA
100 N. GARFIELD AVE.
PASADENA, CA 91101
Contact Person: SEAN SINGLETARY *Telephone:* 626-744-4000
Original Contract Amount: \$1,348,474 *Final Contract Amount:* \$1,641,677
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 2012 OVERLAY PROGRAM/ 10136566
Start and Finish Dates: 10/2012-4/2013
Project Description: AC/ARHM GRIND & OVERLAY, ADJUST MANHOLES, ROOT PRUNE, STRIPING, SIGNING, MARKERS, LEGENDS
Agency Name: CITY OF THOUSAND OAKS
2100 THOUSAND OAKS BLVD.
THOUSAND OAKS, CA 91362
Contact Person: MIKE TOHIDIAN *Telephone:* 805/449-2400
Original Contract Amount: \$3,795,547 *Final Contract Amount:* \$3,972,046
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ROUTE 247, SAN BERNARDINO COUNTY (08-0P9304)/ 10131719
Start and Finish Dates: 7/2012-8/2012
Project Description: SWPPP, SIGNS, TRAFFIC CONTROL, COLD PLANE, CRACK TREATMENT, AC, ARHM, STRIPING & MARKING
Agency Name: CALTRANS
1727 30TH STREET
SACRAMENTO, CA 95816
Contact Person: EHAB MINA *Telephone:* 916/227-6300
Original Contract Amount: \$4,865,508 *Final Contract Amount:* \$4,988,720
Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: MANHATTAN BEACH BOULEVARD RESURFACING/ 10130442
Start and Finish Dates: 8/2012-11/2012
Project Description: UTILITIES, TRAFFIC CONTROL, SIGNS, SURVEY, MANHOLES, PCC, AC, LANDSCAPE & IRRIGATION, COLD MILL, EXCAVATION, STRIPING & MARKING
Agency Name: CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277
Contact Person: JEFF TOWNSEND *Telephone:* 310/318-0661
Original Contract Amount: \$862,900 *Final Contract Amount:* \$945,951
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PUBLIC WORKS YARD (BID SET NO. 2)/ 10130370 (11148C)
Start and Finish Dates: 11/2012-11/2012
Project Description: AC PAVING, PCC IMPROVEMENTS, ELECTRICAL, FENCING
Agency Name: CITY OF EL MONTE
1133 VALLEY BLVD.
EL MONTE, CA 91731
Contact Person: TOM EARL *Telephone:* 626/580-2001
Original Contract Amount: \$462,370 *Final Contract Amount:* \$462,370
NO CHANGE

Project Name/Number: SAFE ROUTES TO SCHOOL-CYCLE 7 BULB-OUTS, SIDEWALK & TRAFFIC SIGNAL MODIFICATIONS/ 10130359
Start and Finish Dates: 5/2012-11/2012
Project Description: CLEAR & GRUB, AC OVERLAY, PCC IMPRV., ADJUST UTILITIES, SURVEY, TRAFFIC SIGNAL MODIFICATIONS, SIGNS, STRIPING & MARKING
Agency Name: CITY OF BURBANK
301 EAST OLIVE AVENUE, RM 320
BURBANK, CA 91502
Contact Person: MIKE SILVANI *Telephone:* 818/238-5457
Original Contract Amount: \$342,560 *Final Contract Amount:* \$408,978
Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ROUTE 39, LOS ANGELES COUNTY (07-3Y3204)/ 10130355
Start and Finish Dates: 7/2012-11/2012
Project Description: SWPPP, SIGNS, TRAFFIC CONTROL, COLD PLANE, CRACK TREATMENT, AC, ARHM, STRIPING & MARKING
Agency Name: CALTRANS
1727 30TH STREET
SACRAMENTO, CA 95816
Contact Person: REDA KAROUT *Telephone:* 916/227-6300
Original Contract Amount: \$1,197,700 *Final Contract Amount:* \$1,265,654
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: SLAUSON AVENUE/ 10130289
Start and Finish Dates: 10/2012-3/2013
Project Description: CLEAR & GRUB, TREE REMOVAL/PLANTING, AC GRIND & OVERLAY, PCC IMPRV., STRUCTURES, STRIPING & MARKING
Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
900 S. FREMONT AVENUE
ALHAMBRA, CA 91803
Contact Person: JOSE POU *Telephone:* 626/458-5100
Original Contract Amount: \$884,688 *Final Contract Amount:* \$955,095
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 2011-2012 STREET RESURFACING-VARIOUS LOCATIONS/ 10130260
Start and Finish Dates: 5/2012-12/2012
Project Description: AC OVERLAY, COLD MILL, CRACK SEAL, CMB, ADJUST VALVE COVER & MANHOLE, LOOPS, STRIPING & MARKING
Agency Name: CITY OF BEVERLY HILLS
455 N. REXFORD DR., RM 290
BEVERLY HILLS, CA 90210
Contact Person: JUAN MARTINEZ *Telephone:* 310/285-2489
Original Contract Amount: \$1,019,450 *Final Contract Amount:* \$896,448
Change in contract amount is due to items of work being deleted by the agency.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: STREET RECONSTRUCTION-HELEN RUNYON DR. & E. MOUNTAIN VIEW ST./ 10130241

Start and Finish Dates: 3/2012-7/2012

Project Description: AC PAVING, PCC, FABRIC, LOOPS, SIGNS & STRIPING & MARKING

Agency Name: CITY OF BARSTOW
220 E. MOUNTAIN VIEW STREET, STE. A
BARSTOW, CA 92311

Contact Person: DOMINGO GONZALEZ *Telephone:* 760/255-5156

Original Contract Amount: \$1,027,886 *Final Contract Amount:* \$1,138,746

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 2012 LOCAL STREET REHABILITATION PROJECT/ 10130069

Start and Finish Dates: 5/2012-8/2012

Project Description: AC GRIND & OVELRAY, COLD CENTRAL PLANT RECYCLING, LOOPS, ADJUST UTILITIES

Agency Name: CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

Contact Person: ROBERT MOUNGEY *Telephone:* 714/741-5000

Original Contract Amount: \$2,917,670 *Final Contract Amount:* \$2,846,871

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: RECONSTRUCTION OF CASTAIC POWER PLANT ACCESS ROAD/ 10129951

Start and Finish Dates: 8/2012-10/2012

Project Description: AC, COLD MILL, STRIPING & MARKING

Agency Name: LOS ANGELES DEPARTMENT OF WATER & POWER
111 N. HOPE STREET
LOS ANGELES, CA 90012

Contact Person: JOSH FONG *Telephone:* 213/364-3464

Original Contract Amount: \$602,466 *Final Contract Amount:* \$556,923

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: CACTUS AVENUE, FREDERICK STREET & RESOURCE WAY/ 10129926

Start and Finish Dates: 5/2012-5/2013

Project Description: STREET, STORM DRAIN, SEWER & WATER, SIGNING & STRIPING, TRAFFIC SIGNAL, LOOPS, STREET LANDSCAPE & IRRIGATION, ELECTRICAL, COLD PLANE, PCC, AC, CATCH BASIN

Agency Name: US REAL ESTATE LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, 19300
19300 HAMILTON AVE., STE. 200
GARDENA, CA 90248

Contact Person: FLOYD YOUNKIN *Telephone:* 310/323-9100

Original Contract Amount: \$2,753,919 *Final Contract Amount:* \$3,212,557

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: NATIONAL TRAILS HIGHWAY/ 10128949 (12185C)



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Start and Finish Dates: 5/2012 – 6/2012
Project Description: CRACK SEAL COLD PLANE, PAV, STRIPING
Agency Name: SAN BERNARDINO COUNTY, DEPARTMENT OF PUBLIC WORKS
825 EAST THIRD STREET
SAN BERNARDINO, CA 92415-0835
Contact Person: NIDHAM AL-REYES *Telephone:* 909/387-8104
Original Contract Amount: \$1,040,950 *Final Contract Amount:* \$931,795
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: TAXILANE D-10 RECONSTRUCTION / 10128948 (12174C)
Start and Finish Dates: 5/2012-12/2012
Project Description: SURVEY, AC, REMOVE PCC, FENCING, ADJUSTING WATER UTILITY, SWPPP, CAB, COLD PLANE, PCC, FABRIC, STRIPING & MARKING & SIGNS
Agency Name: LOS ANGELES WORLD AIRPORTS, AIRPORT DEVELOPMENT GROUP
7301 WORLD WAY WEST, 9TH FLOOR
LOS ANGELES, CA 90045
Contact Person: GORAN LAZAREVIC, P.E. *Telephone:* 310/957-7149
Original Contract Amount: \$6,383,321 *Final Contract Amount:* \$5,939,022
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: CAMPBELL HALL COMMUNITY ARTS AND EDUCATION CENTER / 10128947 (11153C)
Start and Finish Dates: 3/2012-4/2012
Project Description: B – PERMIT: REMOVAL/REPLACEMENT OF CURB & GUTTER, SIDEWALK & SIDEWAY, SIGNAL, STREET LIGHTING, STRIPING/SIGNING
Agency Name: MATT CONSTRUCTION CORPORATION
9814 NORWALK BLVD., SUITE 100
SANTA FE SPRINGS, CA 90670
Contact Person: KRISTOPHER BARR *Telephone:* 562/903-2277
Original Contract Amount: \$473,542 *Final Contract Amount:* \$539,471
Change in original contract amount is due to extra work and/or contract change orders adding work.



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: RESIDENTIAL STREET REHABILITATION FY2011-2012 & ANNUAL WATER MAIN REPLACEMENT PROGRAM FY 2011-2012 / 10128945 (12171C)

Start and Finish Dates: 3/2012-4/2013

Project Description: AC GRIND & OVERLAY, SLURRY SEAL, PCC IMPROVEMENTS, ADJUST MANHOLES, TREE ROOT PRUNE, STRIPING/MARKING, LOOPS, SURVEY, CMB, WATER LINE/WATER MAIN

Agency Name: CITY OF LA HABRA
201 E. LA HABRA BLVD.
LA HABRA, CA 90631

Contact Person: CHUCK STEPHANS *Telephone:* 949/262-9379

Original Contract Amount: \$4,887,619 *Final Contract Amount:* \$6,081,745
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: NEWPORT BLVD. DOMESTIC WATER RELOCATION PROJECT / 10128919 (11167C)

Start and Finish Dates: 2/2012-4/2013

Project Description: AC PAVING, WATERLINE, PCC IMPROVEMENTS, & REMOVE METERS

Agency Name: IRVINE RANCH WATER DISTRICT
15600 SAND CANYON AVE.
IRVINE CA, 92619-7000

Contact Person: TOM BONKOWSKI *Telephone:* 949/453-5692

Original Contract Amount: \$3,657,815 *Final Contract Amount:* \$3,936,118
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: LONG BEACH ANNUAL 2012 – GAS & ENGINEERING 10128849/(10071C) / 10128917/(11163C)

Start and Finish Dates: 3/2012-1/2013

Project Description: EMERGENCY REPAIRS

Agency Name: CITY OF LONG BEACH
333 WEST OCEAN BLVD.
LONG BEACH, CA 90802

Contact Person: CHARLES RAMEY *Telephone:* 562/570-5176

Original Contract Amount: \$2,000,000 *Final Contract Amount:* \$2,210,831
Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: PASADENA AVENUE STREET IMPROVEMENT PROJECT /10128916 (11161C)
Start and Finish Dates: 2/2012-6/2012
Project Description: AC PAVING, ADJUST MANHOLE, COLD MILLING, PCC IMPRV., SIGNS, LANDSCAPING/IRRIGATION & STRIPING/MARKING
Agency Name: CITY OF PASADENA
1414 MISSION STREET
SOUTH PASADENA, CA 91030
Contact Person: GABRIEL B. NEVAREZ *Telephone:* 626/403-7248
Original Contract Amount: \$499,995 *Final Contract Amount:* \$535,714
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: STREET RECONSTRUCTION SECTION – I, AGNES AVE., ELM AVE., FRANCES AVE., NORTH MURIEL DR., ADELE AVE., KATHLEEN. /10128914(11159C)
Start and Finish Dates: 2/2012-5/2012
Project Description: AC PAVING, PCC IMPRV., FABRIC, LOOPS, SIGNS, & STRIPING & MARKING
Agency Name: CITY OF BARSTOW
220 E. MOUNTAIN VIEW ST., SUITE A
BARSTOW, CA 92311
Contact Person: DOMINGO GONZALEZ *Telephone:* 760/255-5156
Original Contract Amount: \$947,275 *Final Contract Amount:* \$977,541
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ROBSON AVEUNE & MARTIN STREET, STPL-5107(027) /10128913(11154U)
Start and Finish Dates: 2/2012-5/2012
Project Description: RECONSTRUCTION PROJECT
Agency Name: CITY OF SANTA MONICA
1685 MAIN STREET
SANTA MONICA, CA 90401
Contact Person: ALLAN SHETH *Telephone:* 310/458-2201
Original Contract Amount: \$383,000 *Final Contract Amount:* \$380,911
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: MERVYN'S BLDG. RENOVATION CONSTRUCTION CONTRACT /10128912(11151C)
Start and Finish Dates: 10/2011-11/2012
Project Description: SITE UTILITIES, PAVING, AND SITE IMPROVEMENTS
Agency Name: WESTFIELD, LLC
2753 E. EASTLAND CTR DR,
WEST COVINA, CA 91791
Contact Person: ROBERT ALLEN *Telephone:* 626/967-3399
Original Contract Amount: \$980,902 *Final Contract Amount:* \$1,284,834
Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: RUNWAY 15 RUNWAY SAFETY AREA IMPROVEMENTS /10128907(11143C)
Start and Finish Dates: 1/2012-4/2012
Project Description: AC GRIND & OVERLAY, BASE, MARKINGS, FENCING, ELECTRICAL
Agency Name: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
2627 HOLLYWOOD WAY
BURBANK, CA 91505
Contact Person: PEDRO BARRAGON *Telephone:* 818/840-8840
Original Contract Amount: \$1,249,277 *Final Contract Amount:* \$1,313,842
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: DEEP CREEK ROAD OVERLAY /10128904(11140C)
Start and Finish Dates: 3/01/2012-3/30/2012
Project Description: CRUB SEAL, COLD PLANE, AC OVERLAY, STRIPING
Agency Name: COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS
825 EAST 3RD STREET
SAN BERNARDINO, CA 92415
Contact Person: NIDHAM AL-REYES *Telephone:* 909-387-1831
Original Contract Amount: \$778,000 *Final Contract Amount:* \$605,995
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: WILSHIRE / WESTERN FINAL PHASE /10128903(11139C)
Start and Finish Dates: 8/2011-7/2012
Project Description: CITY OF LA, B-PERMIT
Agency Name: SOLAIR MARKETING, LLC
175 WEST JACKSON, SUITE 540
CHICAGO, IL 60604
Contact Person: JIM O'BRIEN *Telephone:* 805/310-8270
Original Contract Amount: \$849,532 *Final Contract Amount:* \$863,853
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: MOVEMENT AREAS /10128902(11136C)
Start and Finish Dates: ONGOING – 12/2013
Project Description: MAINTENANCE & REPAIR WORK ON T&M IN AIRCRAFT MOVEMENT AREAS
Agency Name: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
2800 CLYBOURN AVENUE
BURBANK, CA 91505
Contact Person: KAREN SEPULVEDA *Telephone:* 818/565-1305
Original Contract Amount: \$250,000 *Final Contract Amount:* \$36,059
Change in contract amount is due to items of work being deleted by the agency.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: NON-MOVEMENT AREA /10128901(11135C)
Start and Finish Dates: ONGOING – 12/2013
Project Description: MAINTENANCE & REPAIR WORK ON T&M IN NON-MOVEMENT AREA
Agency Name: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
2800 CLYBOURN AVENUE
BURBANK, CA 91505
Contact Person: KAREN SEPULVEDA *Telephone:* 818/565-1308
Original Contract Amount: \$200,000 *Final Contract Amount:* \$5,724
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: 2010-11 FEDERAL OVERLAY PROGRAM /10128896(11127U)
Start and Finish Dates: 10/2011-1/2012
Project Description: AC GRIND AND OVERLAY
Agency Name: CITY OF SANTA CLARITA
23920 VALENCIA BOULEVARD, STE 300
SANTA CLARITA, CA 91355-2196
Contact Person: 661/259-2489 *Telephone:* 661/259-2489
Original Contract Amount: \$2,069,962 *Final Contract Amount:* \$2,047,482
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: WHITEMAN AIRPORT AIRCRAFT RAMP /10128893(11123C)
Start and Finish Dates: 2/2012-9/2013
Project Description: RECONSTRUCTION OF AIRCRAFT RAMP
Agency Name: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
900 S. FREMOUNT AVENUE
ALHAMBRA, CA 91803
Contact Person: JOSEPH NGUYEN *Telephone:* 626/458-3166
Original Contract Amount: \$944,698 *Final Contract Amount:* \$1,038,210
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 2011 ANNUAL CITYWIDE STREET RESURFACING PROJECT /10128890(11119U)
Start and Finish Dates: 8/2011-2/2012
Project Description: STREET RESURFACING
Agency Name: CITY OF CALABASAS
100 CIVIC CENTER WAY
CALABASAS, CA 91302-3172
Contact Person: TATIANA HOLDEN *Telephone:* 818/224-1600
Original Contract Amount: \$1,146,363 *Final Contract Amount:* \$1,276,123
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: EAST AVENUE MASTER PLAN STORM DRAIN LINE 8 PROJECT /10128888(11117C)
Start and Finish Dates: 11/2011-10/2012



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Description: AC GRIND & OVERLAY, PCC IMPRV., STORM DRAIN STRUCTURES, CONSTRUCT MANHOLES, RCP, FABRIC, LOOPS, STRIPING & MARKING, SWPPP

Agency Name: CITY OF RANCHO CUCAMONGA
10500 CIVIL CENTER DRIVE
RANCHO CUCAMONGA, CA 91729-0807

Contact Person: KENNETH FUNG *Telephone:* 909/477-2700

Original Contract Amount: \$5,214,750 *Final Contract Amount:* \$6,104,138
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: SOUTHERN PACIFIC SLIP /10128887(11116C)

Start and Finish Dates: 10/2011-5/2014

Project Description: AC & PCC PAVEMENTS, PCC IMPRV., LANDSCAPE & IRRIGATION, SITE FURNISHINGS, RETAINING WALLS, GUARDRAILS/RAILINGS, SIGNS

Agency Name: PORT OF LOS ANGELES
425 S. PALOS VERDES STREET
SAN PEDRO, CA 90731

Contact Person: MARLYS WHITE *Telephone:* 310/732-7690

Original Contract Amount: \$5,694,700 *Final Contract Amount:* \$6,160,508
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: WEST OAK PARK AREA / 11115C

Start and Finish Dates: 7/2011-3/2012

Project Description: AC/ARHM GRIND & OVERLAY, CONCRETE IMPROVEMENTS, CRACK SEAL, LOOPS

Agency Name: COUNTY OF VENTURA
800 SOUTH VICTORIA AVENUE
VENTURA, CA 92821

Contact Person: PHIL NELSON / DOLORES MURPHY *Telephone:* 805/654-3984

Original Contract Amount: \$2,470,417 *Final Contract Amount:* \$2,373,097
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: ROADWAY AND WATERLINE IMPROVEMENT /10128884 (11112C)

Start and Finish Dates: 7/2011-9/2012

Project Description: ROADWAY AND WATERLINE

Agency Name: CITY OF LOMITA
24300 NARBONNE AVENUE
LOMITA, CA 90717

Contact Person: TOM SHAHBAZI *Telephone:* 310/325-7110

Original Contract Amount: \$1,412,907 *Final Contract Amount:* \$1,396,657
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: FY 2010-2011 RESIDENTIAL AREA 7 AND ARTERIAL ZONE AREA 5 /10128880(11108C)



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Start and Finish Dates: 7/2011-2/2012
Project Description: AC PATCHING, GRIND AND OVERLAY, CAPE SEAL, SLURRY SEAL, MANHOLE ADJUSTING
Agency Name: CITY OF DIAMOND BAR
21825 COPLEY DR.
DIAMOND BAR, CA 91765
Contact Person: DAVID SLOAN *Telephone:* 909/839-7000
Original Contract Amount: \$1,819,990 *Final Contract Amount:* \$1,823,184
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: BNSF AGS PROJECT- HOBART YARD /10128878(11105C)
Start and Finish Dates: 6/2011-8/2012
Project Description: CONSTRUCTION OF CIVIL AND ELECTRICAL FEATURES IN SUPPORT OF THE AGS HARDWARE, SITE DEMOLITION CIVIL, ELECTRICAL, STRUCTURAL, PAVING WORK ASSOCIATED WITH AGS
Agency Name: BNSF
2500 LOU MENK DR.,
FORT WORTH, TEXAS, 76131
Contact Person: CHRISTOPHER HARD *Telephone:* 817/352-4114
Original Contract Amount: \$10,036,878 *Final Contract Amount:* \$10,466,761
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: WALNUT GROVE AVENUE TO TUSH STREET / 11111C
Start and Finish Dates: 07/2011 – 9/2011
Project Description: STREET RESURFACING
Agency Name: CITY OF ROSEMEAD
8838 E. VALLEY BOULEVARD
ROSEMEAD, CA 91770
Contact Person: RAFAEL FAJARDO *Telephone:* 626/569-2100
Original Contract Amount: \$1,109,950 *Final Contract Amount:* \$1,083,687
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: STREET REHABILITATION PROJECT – REBID /10128881(11109C)
Start and Finish Dates: 6/2011 – 1/2012
Project Description: TRAFFIC CONTROL, GRINDING, AC, PCC, ADJUST MANHOLES & VALVES, SIGNING/STRIPING/MARKING, LOOPS, UNDERGROUND, FABRIC DISPOSAL, FENCE



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

RELOCATION

Agency Name:

CITY OF CHINO
1322 CENTRAL AVENUE
CHINO, CA 91710

Contact Person:

NAGHMEH IMANI

Telephone: 909/464-8367

Original Contract Amount:

\$1,813,849

Final Contract Amount: \$1,868,794

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number:

SAN BERNARDINO COUNTY NEAR NEEDLES FROM 0.4 MILE WEST OF WHALE MOUNTAIN WASH BRIDGE TO 0.1 MILE WEST OF PARK MOABI ROAD OVERCROSSING /10128874(11099U)

Start and Finish Dates:

5/2011 – 3/2012

Project Description:

WIDEN FREEWAY, INSTALL PERMEABLE SUB BASE, EDGE DRAIN, GRIND & OVERLAY FREEWAY – 1.9 MILES IN LENGTH

Agency Name:

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
1727 30TH STREET
SACRAMENTO CA 95816

Contact Person:

DARCY DAVIS

Telephone: 951/232-6000

Original Contract Amount:

\$7,193,800

Final Contract Amount: \$8,262,201

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number:

RESIDENTIAL STREET REHABILITATION FY2010-2011 & ANNUAL WATER MAIN REPLACEMENT PROGRAM PROJECT /10128866(11090C)

Start and Finish Dates:

4/2011-12/2011

Project Description:

SURVEY, SWPPP, PCC, AC, CRACK SEAL, ADJUST MANHOLES TO GRADE, TREE ROOT PRUNE, STRIPING & MARKING, SLURRY SEAL

Agency Name:

CITY OF LA HABRA
201 E. LA HABRA BOULEVARD
LA HABRA, CA 90631

Contact Person:

SAM MAKAR, P.E., SR.
CIVIL ENGINEER

Telephone: 562/905-9720

Original Contract Amount:

\$3,535,885

Final Contract Amount: \$4,029,145

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number:

"G" AVENUE RAIL LEAD TRACK & CHANNEL PROJECT: PHASE II-LEAD TRACK CONSTRUCTION & DRAINAGE CHANNEL CONSTRUCTION /10128865(11088C)

Start and Finish Dates:

03/2011 – 02/2012

Project Description:

TRACK IMPRV., AC, FENCING, STRUCTURES, CAB, PCC, SWPPP, TREE, CLEAR & GRUB, EROSION CONTROL



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Agency Name: CITY OF HESPERIA
9700 SEVENTH AVENUE
HESPERIA, CA 92345

Contact Person: TINA SOUZA *Telephone:* 760/947-1474

Original Contract Amount: \$4,622,722 *Final Contract Amount:* \$4,988,909
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ELM ST. RESURFACING & WATERLINE REPLACEMENT /10128864(11087C)
Start and Finish Dates: 03/2011-07/2011
Project Description: CLEARING & GRUBBING, ADJUSTING MANHOLE & WATER VALVE & WATER METER, SURVEY MONUMENT, PCC, CATCH BASIN, COLD MILLING, ARHM, AC, STRIPING & MARKING & SIGNING, LOOP DETECTORS

Agency Name: CITY OF BREA
ONE CIVIC CENTER CIRCLE
BREA, CA 92821

Contact Person: BRIAN INGALLINEREA *Telephone:* 714/671-4450

Original Contract Amount: \$945,999 *Final Contract Amount:* \$1,096,259
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: FLORENCE AVENUE STREET REHABILITATION PROJECT / 10085C
Start and Finish Dates: 06/2011-07/2011
Project Description: CLEARING & GRUBBING, EXCAVATION, COLD MILL, ARHM, AC, MANHOLE ADJUSTING, VALVE/GAS ADJUSTMENT, STRIPING & MARKING, TRAFFIC LOOPS

Agency Name: CITY OF BELL
6330 PINE AVENUE
BELL, CA 90201

Contact Person: CARLOS ALVARADO *Telephone:* 626/960-1889

Original Contract Amount: \$294,536 *Final Contract Amount:* \$271,478
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: LAV COLLEGE /10084C
Start and Finish Dates: 02/2011 – 08/2011
Project Description: RECONSTRUCT PARKING LOT

Agency Name: CHEVERON ENERGY SOLUTIONS
150 E. COLORADO BLVD., STE: 360
PASADENA, CA 91105



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CONTRACTING CO.**

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Contact Person: WAYNE GRAHAM *Telephone:* 415/773-4748

Original Contract Amount: \$878,000 *Final Contract Amount:* \$783,082

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: 2010/11 OVERLAY PROJECT /10083C

Start and Finish Dates: 02/2011 – 07/2011

Project Description: MOBILIZATION, TRAFFIC CONTROL, CRACK SEALING, AC, ARHM, MANHOLES, LOOPS, THERMOPLASTIC STRIPING, PAVEMENT MARKERS, SIGNS, TREE WELL, CROSS GUTTER, DETECTABLE WARNING SURFACE, TREES, WATERVALVE, PULL BOX

Agency Name: CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630

Contact Person: NICK MANGKALAKIRI *Telephone:* 714/229-6729

Original Contract Amount: \$2,198,000 *Final Contract Amount:* \$1,790,853

Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: INNOV. VILLAGE /10079C

Start and Finish Dates: 01/2011 – 05/2011

Project Description: AC PAVING, COLD MILL, CRACK FILL, ADJUST MANHOLE, LOOPS & PCC

Agency Name: CAL POLY – POMONA FOUNDATION
3801 W. TEMPLE AVE
POMONA CA 901768

Contact Person: BRUYN BAVANS *Telephone:* 909/869-6842

Original Contract Amount: \$653,600 *Final Contract Amount:* \$693,203

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 26TH STREET IMPROVEMENTS /10074U

Start and Finish Dates: 02/2011 – 07/2011

Project Description: EXCAVATION, CUT & DISPOSAL OF AC, GUTTER, COLD PLANE, COLD RECYCLING, CMB, MANHOLES, STRIPING & MARKING, TRAFFIC SIGNAL, LOOPS, CONSTRUCTION SIGNS

Agency Name: CITY OF VERNON
4305 SANTA FE AVENUE
VERNON, CA 90058



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Contact Person: RAFAEL CONTRERAS *Telephone:* 323/583-8811
Original Contract Amount: \$873,212 *Final Contract Amount:* \$899,429
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: EMERALD AVENUE STREET IMPROVEMENTS / 10077U
Start and Finish Dates: 2/2011-3/2011
Project Description: AC OVER BASE, STRIPING & MARKING, CURBS, RAMPS, EXCAVATION TRAFFIC CONTROL, COLD PLANE, CMB, MANHOLE ADJUSTING, LOOPS, SLOUGH WALLS
Agency Name: CITY OF LA VERNE
3660 "D" STREET
LA VERNE CA 91750

Contact Person: JASON WELDAY *Telephone:* 909/594-9702
Original Contract Amount: \$226,000 *Final Contract Amount:* \$487,575
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ROSECRANS AVENUE & VALLEY VIEW AVENUE STREET IMPROVEMENTS /10072C
Start and Finish Dates: 01/2011 - 03/2011
Project Description: MOBILIZATION, EXCAVATION, CMB, COLD MILL, ARHM, AC, CURB & GUTTER, ADJUST WATER VALVE & MANHOLES, STORM DRAIN, LOOPS, TRAFFIC CONTROL, PAVEMENT MARKERS, SURVEY MONUMENTS

Agency Name: CITY OF SANTA FE SPRINGS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

Contact Person: RAFAEL CASILLAS *Telephone:* 562/868-0511
Original Contract Amount: \$668,149 *Final Contract Amount:* \$559,031
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: LB ANNUAL 2010 /10128849(10071C)
Start and Finish Dates: 01/2011 – 11/2012
Project Description: EMERGENCY REPAIRS
Agency Name: CITY OF LONG BEACH
33 WEST OCEAN BLVD
LONG BEACH, CA 90802

Contact Person: ROBERT SOLIS *Telephone:* 562/570-5176
Original Contract Amount: \$2,000,000 *Final Contract Amount:* \$2,210,831
Change in original contract amount is due to extra work and/or contract change orders adding



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

work.

Project Name/Number: RAMPS A&B REHAB /10070C
Start and Finish Dates: 01/2011 – 07/2011
Project Description: AC PAVING, PCC IMPRV., ELECTRICAL, FENCING, WHEEL STOPS, STRIPING/MARKING
Agency Name: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
2800 N. CLYBOURN
BURBANK, CA 95105
Contact Person: SAFA KAMAGAR *Telephone:* 818/565-1305
Original Contract Amount: \$6,595,968 *Final Contract Amount:* \$6,713,133
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: VALLEY BLVD. REHABILITATION PROJECT /10069U
Start and Finish Dates: 01/2011 – 07/2011
Project Description: SURVEY, AC GRIND & OVERLAY, CMB, PCC IMPRV., RCB CULVERT, ADJUST UTILITIES, SIGNS/STRIPING/MARKING, LANDSCAPE & IRRIGATION
Agency Name: CITY OF ALHAMBRA
111 SOUTH FIRST STREET
ALHAMBRA, CA 91801
Contact Person: MELISSA RAMOS *Telephone:* 626/282-5833
Original Contract Amount: \$1,851,617 *Final Contract Amount:* \$1,871,827
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: LAKE-ALAMEDA /10128845(10067U)
Start and Finish Dates: 01/2011-12/2011
Project Description: ACCESS PATH CONSTRUCTION
Agency Name: LACDPW
900 SOUTH FREMOUNT AVE 8TH FLOOR
ALHAMBRA CA 91802
Contact Person: MARIO RODRIGUEZ *Telephone:* 626/458-5100
Original Contract Amount: \$1,449,940 *Final Contract Amount:* \$1,551,239
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: LAKEWOOD BOULEVARD IMPROVEMENTS – PHASE 3A /10128841(10063U)
Start and Finish Dates: 10/2010 – 11/2011
Project Description: AC PAVING, PCC IMPROVEMENT, CLEAR/GRUBBING, ELECTRICAL, IRRIGATION, MANHOLE ADJUSTING, SIGNING, STRIPING & UNDERGROUND
Agency Name: CITY OF DOWNEY
11111 BROOKSHIRE AVE., DOWNEY, CA 90241
Contact Person: DESI GUTIERREZ *Telephone:* 562/622-3468
Original Contract Amount: \$3,233,203 *Final Contract Amount:* \$3,547,058
Change in original contract amount is due to extra work and/or contract change orders adding work.



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BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: MAIN STREET - 2ND STREET TO "H" AVE/10057C
Start and Finish Dates: 04/2011 – 10/2011
Project Description: COLD PLANE, AC, PCC, ADJUST UTILITY MANHOLES, REMOVE CATCH BASIN, CMB, LOOPS, TRAFFIC SIGNAL, STRIPING & MARKING, SWPPP, SURVEY
Agency Name: CITY OF BARSTOW
220 E. MOUNTAIN VIEW ST.
BARSTOW, CA 92311
Contact Person: MARK ROWAN *Telephone:* 760/241-6146
Original Contract Amount: \$1,645,609 *Final Contract Amount:* \$1,869,560
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: RESIDENTIAL STREETS IMPROVEMENTS PROJECT /10128832(10053C)
Start and Finish Dates: 08/2010 – 04/2011
Project Description: SURVEY/MONUMENTS, PCC, CMB, TRUNCATED DOMES, CAPE SESAL, CHIP SEAL, SLURRY SEAL TYPE II, AC, CRACK ROUTING & SEALING, ADJUST MANHOLES & VALVES, ROOT PRUNE, STRIPING & MARKING & SIGNS
Agency Name: CITY OF RANCHO PALOS VERDES
30940 HAWTHORNE BLD.
RANCHO PALOS VERDES, CA 90275-5391
Contact Person: CHUCK STEPHAN *Telephone:* 310/544-5252
Original Contract Amount: \$1,218,105 *Final Contract Amount:* \$1,275,338
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: AVENUE H, MOUNTAIN VIEW, 2ND AVE, COUNTY CLUB /10051C
Start and Finish Dates: 09/2010 – 04/2011
Project Description: AC, UTILITY MANHOLES, CMB, PCC, TRAFFIC SIGNAL, LOOPS, STRIPING & MARKING, SIGNAGE, ADJUST WATER VALVES & GAS VALVES, REPAIR EXISTING SEWER LINE
Agency Name: CITY OF BARSTOW
220 E. MOUNTAIN VIEW ST
BARSTOW, CA 92311
Contact Person: MARK ROWAN *Telephone:* 760/241-6146
Original Contract Amount: \$1,523,000 *Final Contract Amount:* \$1,803,836



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: VARIOUS STREETS, VIRGINIA WAY ETC /10048C
Start and Finish Dates: 02/2011 – 12/2011
Project Description: AC, PCC, CATCH BASIN, UTILITY MANHOLES, LOOPS, STRIPING & MARKING, SIGNAGE
Agency Name: CITY OF BARSTOW
220 E. MOUNTAIN VIEW ST
BARSTOW, CA 92311
Contact Person: MARK ROWAN *Telephone:* 760/241-6146
Original Contract Amount: \$1,124,134 *Final Contract Amount:* \$1,365,121
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: MEADOWPASS ROAD IMPROVEMENTS /10047C
Start and Finish Dates: 09/2010 – 03/2011
Project Description: CLEARING & GRUBBING, CAB, AC, PCC, ADJUST VALVE & MANHOLE TO GRADE, STRIPING/MARKING/SIGNS, STREET LIGHTING, RETAINING WALL, MASONRY WALL, PIPE LANDSCAPE & IRRIGATION, LOOP DETECTORS, STORM DRAIN, CATCH BASIN, STRUCTURES, RCP
Agency Name: CITY OF WALNUT
21201 LA PUENTE ROAD
WALNUT, CA 91789
Contact Person: JASON WELDAY *Telephone:* 909/595-6095
Original Contract Amount: \$3,445,395 *Final Contract Amount:* \$3,910,596
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ARMORY ROAD /10046C
Start and Finish Dates: 09/2010 – 01/2011
Project Description: AC EMULSION, ADJUST MANHOLE, SURVEY, STRIPING/MARKING/SIGNS, PCC, LOOPS
Agency Name: CITY OF BARSTOW
220 E. MOUNTAIN VIEW ST
BARSTOW, CA 92311
Contact Person: WILLIAM HENDERSON *Telephone:* 760/255-5157
Original Contract Amount: \$782,765 *Final Contract Amount:* \$786,834
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: ABBOTT ROAD STREET IMPROVEMENTS / 10043U
Start and Finish Dates: 09/2010 – 12/2010



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Description: AC GRIND & OVERLAY, PCC IMPRV., ADJUST UTILITIES, ELECTRICAL, ROOT PRUNING/TREE TRIMMING/TREE REMOVAL, STRIPING & MARKING, STORM DRAIN STRUCTURES

Agency Name: CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

Contact Person: PAUL NGUYEN

Telephone: 310/603-0220

Original Contract Amount: \$1,267,754

Final Contract Amount: \$1,601,267

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: DAISY AVENUE /10042C

Start and Finish Dates: 09/2010 – 03/2011

Project Description: PULVERIZE, CLEAR & GRUB, BOLLARDS REMOVAL, REFURBISH BOLLARDS, TREE & STUMP REMOVAL, TREE PRUNE, ADJUST MANHOLES & VALVES, ELECTRICAL, ADJUST SURVEY MONUMENTS, CONCRETE IMPRV., GRANITE, AC, FIREHYDRANT MARKERS, STRIPING & MARKING, LANDSCAPE, UNDERGROUND

Agency Name: CITY OF LONG BEACH
333 WEST OCEAN BLVD
LONG BEACH, CA 90802

Contact Person: ERIC LOWE

Telephone: 562/570-5176

Original Contract Amount: \$1,312,217

Final Contract Amount: \$1,362,408

Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: STATE STREET /10037U

Start and Finish Dates: 08/2010 – 03/2011

Project Description: REPAIR OF PCC PAVEMENT AND SW/RAMPS/DW

Agency Name: CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

Contact Person: DANIEL GRUEZO

Telephone: 323/357-9657

Original Contract Amount: \$1,299,973

Final Contract Amount: \$1,546,185

Change in original contract amount is due to extra work and/or contract change orders adding work.

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?

96 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

Please see attached Arbitration Information Sheet

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

Please see attached Arbitration Information Sheet

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



SULLY-MILLER CONTRACTING Co.

February 14, 2019

City of Brea

Re: Miscellaneous Alleys and Cliffwood Industrial Park Projects 7315, 7316, 7317, 7461

Subject: Regarding Arbitration

To whom it may concern:

In regards to the above Proposal, Sully-Miller has been involved in four (4) claims that went to Arbitration.

Owner: The City of Santa Monica
Address of Owner: 1685 Main Street, Santa Monica, CA 90401
Project: Lincoln Boulevard Resurfacing Project
Date of Claim: September 16, 2013
Description of Claim: Non-Payment for Extra Work Performed by Sully-Miller
Amount of Claim: \$ 45,000.00
Status of Claim: Settlement Agreement Prior to Arbitration

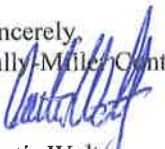
Owner: Charles Pankow Builders, Ltd.
Address of Owner: 199 S. Los Robles Ave., Ste. 300, Pasadena, CA 91101
Project: The Village at Santa Monica-Parcel A, B & C
Date of Claim: September 8, 2014
Description of Claim: Disagreement on Contractor's Scope of Work vs. Contract Agreement Scope of Work
Amount of Claim: \$ 176,000.00
Status of Claim: Settlement in Mediation

Owner: City of South Gate
Address of Owner: 8650 California Ave., South Gate, CA 90280
Project: Intersection Improvements on Firestone Blvd., and Atlantic Ave Project No. 364-ST
Date of Claim: May 14, 2015
Description of Claim: Breach of Contract, Breach of Implied Warranty of Plans and Specifications and Declaratory Relief
Amount of Claim: \$ 490,000.00
Status of Claim: Settlement in Mediation

Owner: City of Compton
Address of Owner: 205 S Willowbrook Ave, Compton, CA 90220
Project: Water Bond Improvements and Water Line Replacement
Date of Claim: November 30, 2017
Description of Claim: Disagreement on Contractor's Scope of Work vs. Contract Agreement Scope of Work
Amount of Claim: \$2,229,159.00
Status of Claim: Mediation Meeting occurred in October 2018. Settlement discussions On-Going

If you have any questions or need further information, please feel free to call me at 714-578-9600.

Sincerely,
Sully-Miller Contracting Company


Curtis Welter
Assistant Secretary

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 could result in bidder's proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Sully-Miller Contracting Company

as PRINCIPAL, and

Liberty Mutual Insurance Company

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

In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of the total amount 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 " Miscellaneous Alleys and Cliffwood Industrial Park Improvements

Projects 7315, 7316, 7317, 7461

"For which bids are to be opened in the Conference Center of the City Hall of said City at 2 PM on Feb 11, 2018, 9

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, 20 19.

Sully-Miller Contracting Company

Principal

By:

Curtis Weltz
Assistant Secretary

Liberty Mutual Insurance Company

Surety

By:

Victoria M. Campbell
Victoria M. Campbell, Attorney-in-Fact

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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

see attached acknowledgment

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

CALIFORNIA ALL-PURPOSE 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 February 14, 2019 before me, Maria L. Ruiz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Curtis Weltz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curtis Weltz
☒ Corporate Officer — Title(s): Assistant Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Sully-Miller Contracting Co.

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

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

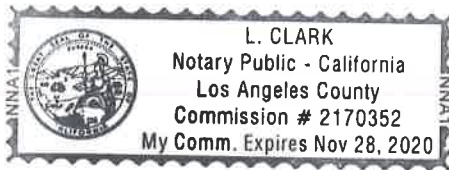
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On FEB 05 2019 before me, L. Clark, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Victoria M. Campbell
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 L. Clark
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: FEB 05 2019
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8032478

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Victoria M. Campbell; Stacy T. Eickhoff

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of March, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of March, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of February, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

A G R E E M E N T

THIS AGREEMENT ("Agreement" or "Contract") is made and entered this day of _____, 2019 ("Effective Date"), by and between Sully-Miller Contracting Company, 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, publicly opened, and declared on the date specified in said Notice;

WHEREAS, CITY did accept the bid of CONTRACTOR and;

WHEREAS, CITY's City Council has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of the **MISCELLANEOUS ALLEYS AND CLIFFWOOD INDUSTRIAL PARK PROJECTS 7315, 7316, 7317 & 7461**,

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 **MISCELLANEOUS ALLEYS AND CLIFFWOOD INDUSTRIAL PARK PROJECTS 7315, 7316, 7317 & 7461**, ("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 prices set forth in CONTRACTOR's bid award amount of \$ **2,694,000.00** . 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 within **120** working days from the date of Notice of Proceed ("completion date"). CONTRACTOR agrees further to the assessment of liquidated damages in the amount of **\$1,500** for each working day the work remains incomplete beyond the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this Contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages. The CITY may cancel this Agreement at any time

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

7. LABOR CODE COMPLIANCE:

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

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

b. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, CONTRACTOR and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

f. CONTRACTOR truthfully represents that at the time CONTRACTOR submitted its bid or proposal for this Project, and thereafter, CONTRACTOR possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the bid documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of CONTRACTOR to practice its trade(s) and complete the Project. CONTRACTOR agrees to not be debarred at any time through the duration of this Agreement. CONTRACTOR has investigated and represents and will ensure that all subcontractors possessed and now possesses a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time the CONTRACTOR's bid was submitted. All licenses must comply with California Business and Professions Code Section 7057 regarding a general building contractor. CONTRACTOR and all subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

8. UNRESOLVED DISPUTES: In the event that a dispute arises between the CITY and CONTRACTOR regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute

or controversy with the CITY over any matter whatsoever, CONTRACTOR shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. CONTRACTOR shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Section 20104, *et seq.* and Brea City Code chapter 1.12 ("Claims Against the City") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

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

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

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

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

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

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

The CONTRACTOR will defend, indemnify and hold the CITY, its elected official, officers, employees, agents and volunteers free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, violation of the Labor Code or any other code or regulation, and/or activities of the CONTRACTOR, its agents, employees, subcontractors, and/or invitees in or related to the performance of this Agreement (collectively, "Claim(s)"), whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, as determined by a final court decision or agreement of the parties, and in connection therewith:

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

- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR in connection with any Claim(s) hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with actual attorneys' fees.

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

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

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

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

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

To CONTRACTOR:
Curtis Weltz
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

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 **Sully-Miler Contracting Company**

State of California

Contractor License No. **747612**

By: N.S.T. Boyd

By: Curtis Weltz

Title: **William Boyd, Vice President of Operations**

Title: **Curtis Weltz, Assistant Secretary**

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____
Mayor

Attest: _____
City Clerk

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

TITLE

Chairman Of The Board
President
Vice President, CFO, Treasurer
and Assistant Secretary
Vice President of Operations
Vice President
Secretary
Assistant Secretary

NAME

John Harrington
John Harrington
Christian Ransinangue

William Joseph Thomas Boyd
Scott Bottomley
Anthony L. Martino, II
Curtis Weltz


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 6, 2018, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of January 2019.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

Bond No. 014211329

Premium: \$9,361.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of **Brea** ("Public Agency"), State of California, has awarded to **Sully-Miller Contracting Company located at 135 S. State College Boulevard, Suite 400 Brea, CA 92821** ("Principal") a contract (the "Contract") for the Work described as follows:

MISCELLANEOUS ALLEYS & CLIFFWOOD INDUSTRIAL PARK PROJECT, CIP #7315, 7316, 7317, 7461

(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 Liberty Mutual Insurance Company

8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236

(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 **Two Million Six Hundred Ninety Four Thousand Dollars and Zero Cents (\$2,694,000.00)**, 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: March 5, 2019

"Principal"

Sully-Miller Contracting Company

By: 

Its **SCOTT BOTTOMLEY,**
VICE PRESIDENT

By: 

Its **CURTIS WELTZ,**
ASSISTANT SECRETARY

"Surety"

Liberty Mutual Insurance Company

By: 

Its **Victoria M. Campbell, Attorney-in-Fact**

By: 

Its **Witness, Danielle Coon**

(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.*

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.

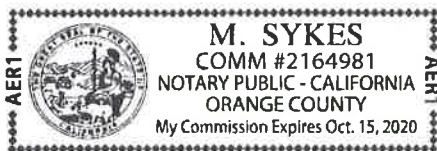
State of California)
County of Orange)

On March 26, 2019 before me, M. Sykes, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Scott Bottomley & Curtis Weltz
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 M. Sykes
Signature of Notary Public
M. Sykes, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond Document Date: March 5, 2019
Number of Pages: 1 Signer(s) Other Than Named Above: Victoria M. Campbell, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott Bottomley
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Sully-Miller Contracting Company

Signer's Name: Curtis Weltz
☒ Corporate Officer — Title(s): Asst. Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Sully-Miller Contracting Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

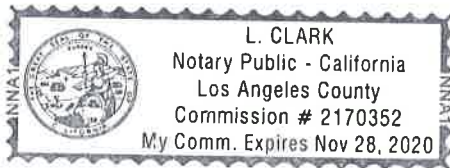
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On 3-5-19 before me, L. Clark, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Victoria M. Campbell
 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 L. Clark
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8032510

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Victoria M. Campbell; Stacy T. Eickhoff

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations; in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of March, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of March, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

TITLE

Chairman Of The Board
President
Vice President, CFO, Treasurer
and Assistant Secretary
Vice President of Operations
Vice President
Secretary
Assistant Secretary

NAME

John Harrington
John Harrington
Christian Ransinangue

William Joseph Thomas Boyd
Scott Bottomley
Anthony L. Martino, II
Curtis Weltz

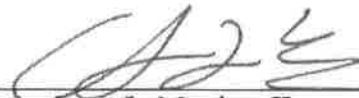
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 6, 2018, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of January 2019.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, has awarded to Sully-Miller Contracting Company located at 135 S. State College Boulevard, Suite 400 Brea, CA 92821 ("Principal")

a contract (the "Contract") for the Work described as follows:

**MISCELLANEOUS ALLEYS & CLIFFWOOD INDUSTRIAL PARK CIP PROJECT
7315, 7316, 7317 & 7461**

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 Liberty Mutual Insurance Company, 8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236

(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 **Two Million Six Hundred Ninety Four Thousand Dollars and Zero Cents (\$2,694,000.00)**, 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: March 5, 2019

"Principal"

Sully-Miller Contracting Company

By: W.J.T. Boyd
Its **WILLIAM BOYD, VICE PRESIDENT
OF OPERATIONS**

By: Curtis Wetz
Its **CURTIS WELTZ,
ASSISTANT SECRETARY**

"Surety"

Liberty Mutual Insurance Company

By: Jenny Rose Belen Phothisath
Its Attorney-in-Fact, Jenny Rose Belen Phothisath

By: Becky Stevenson
Its Witness, Becky Stevenson

(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.

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.

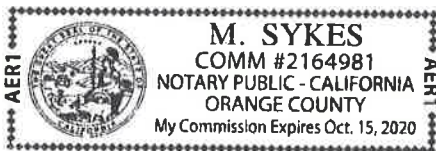
State of California)
County of Orange)

On March 8, 2019 before me, M. Sykes, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William Boyd & Curtis Weltz
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 M. Sykes
Signature of Notary Public
M. Sykes, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond (Labor and Materials) Document Date: March 5, 2019

Number of Pages: 1 Signer(s) Other Than Named Above: Jenny Rose Belen Phothirath, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Boyd
☒ Corporate Officer — Title(s): Vice President of Operations
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Sully-Miller Contracting Company

Signer's Name: Curtis Weltz
☒ Corporate Officer — Title(s): Asst. Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Sully-Miller Contracting Company

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 5th day of March, 2019, before me, Joshua Sanford, the undersigned officer, personally appeared Jenny Rose Belen Phothirath, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: December 31, 2021

Joshua Sanford

Printed Name of Notary

JOSHUA SANFORD
NOTARY PUBLIC - 173058
MY COMMISSION EXPIRES DEC. 31, 2021



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8196860-985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Anderson, Samuel E. Begun, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Aimee R. Perondine, Mercedes Phothisrath, Jenny Rose Belen Phothisrath, Noah William Pierce, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Eric Strba, Jynell Marie Whitehead

all of the city of Hartford state of Connecticut each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 04/02/2019
SUBJECT: City Council Agenda Item Requests During General Session

RECOMMENDATION

Approve proposed revisions to the City Council Code of Conduct regarding future agenda item requests.

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 item requests may be made during City Council Study Session Meetings, under the agenda section titled "Council Member Reports/Requests".

Subsequently, at the March 5, 2019 City Council Study Session Meeting, City Council discussed if there should be an opportunity for Council to make future agenda requests during the General Session portion of the meeting. Staff proposed three options for City Council consideration, and "Option 1" was selected, which adds an opportunity for City Council to make future agenda item requests during General Session. In addition to Study Session requests, agenda items may be requested prior to adjournment during the "Council Requests" section of the General Session Meeting. Requests made during this section would mirror the same protocol currently in place for City Council Study Session agenda requests. In sum, this allows the City Council to make agenda item requests at both the Study Session and General Session portions of City Council Meetings.

Additionally, the proposed version contains clarifying language of the Mayor and Mayor Pro Tem's authority to determine which type of meeting (regular or special) and type of session (closed, study, or general) future agenda items will be considered.

The City Council Code of Conduct contains a section titled, "Policies and Protocol Related to Conduct", that explains agenda item request procedures. Current and proposed procedures are listed as follows:

Current Procedures:

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 Tern 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.

Proposed Procedures:

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" and general session agendas contain a section titled "Council Requests". These portions of the meeting allow any Council Member to request an agenda item for a future meeting, and allow 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. 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. Additionally, with the advice of the City Manager and City Attorney, the Mayor and Mayor Pro Tem will determine the type of meeting (regular or special) and the type of session (closed, study, or general) at which the item will be considered.

The revised section of the City Council Code of Conduct, along with a redline version showing the changes, are attached.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Melissa Davis, Management Analyst I

Attachments

Revised City Council Code of Conduct

Redline City Council Code of Conduct

POLICIES AND PROTOCOL RELATED TO CONDUCT

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" and general session agendas contain a section titled "Council Requests". These portions of the meeting allow any Council Member to request an agenda item for a future meeting, and allow 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. 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. Additionally, with the advice of the City Manager and City Attorney, the Mayor and Mayor Pro Tem will determine the type of meeting (regular or special) and the type of session (closed, study, or general) at which the item will be considered.

POLICIES AND PROTOCOL RELATED TO CONDUCT

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" and general session agendas contain a section titled "Council Requests". ~~In addition to their reports, this~~ These portions of the meeting allow~~s~~ any Council Member to request an agenda item for a future meeting, and allow~~s~~ 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. Additionally, with the advice of the City Manager and City Attorney, the Mayor and Mayor Pro Tem will determine the type of meeting (regular or special) and the type of session (closed, study, or general) at which the item will be considered.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/02/2019

SUBJECT: Memorandum of Understanding for the North Orange County Service Planning Area Homelessness Outreach Efforts

RECOMMENDATION

It is recommended that the City Council take the following actions:

1. Approve Memorandum of Understanding for the North Orange County Service Planning and authorize the Mayor and the City Clerk to execute the agreement on behalf of the City.
2. Authorize the City Manager to approve non-substantive changes to the Memorandum of Understanding as needed.

BACKGROUND/DISCUSSION

Introduction

The general issue of homelessness is at the forefront of cities, counties, and the state due to the increase of homeless individuals, the lack of housing options, and deficiencies in our mental health services. Orange County is in the midst of a homelessness crisis, with the number of unsheltered homeless individuals increasing by 54 percent in the last five years, despite increasing expenditures to combat the issue.

In 2017, the County conducted a Point in Time Count of all homeless individuals in the county – both sheltered and unsheltered. According to the 2017 Point in Time Count, approximately 4,800 people in Orange County experienced homelessness. Of that total, approximately 2,550 of those were unsheltered on any given night. Approximately 1,100 of these unsheltered individuals resided in North Orange County. By mid-2017, homeless encampments and gathering places could be found in several areas throughout the county including the Santa Ana River area; the Santa Ana Civic Center; and numerous parks, beaches, flood control channels, railroad right-of-ways, and open space areas. In 2017 and 2018, multiple lawsuits related to policies and procedures impacting homeless individuals, as well as related to the lack of adequate services and facilities for the homeless, were filed against the County of Orange and several cities, such as the *OC Catholic Worker et al* case filed against the Cities of Orange and Anaheim. While Brea was not named as a defendant in any of these lawsuits, Brea has individually entered into a Settlement Agreement with the plaintiffs from the *OC Catholic Worker et al* case to provide protection against future lawsuits related to homelessness issues. Brea's Settlement Agreement,

approved by City Council on March 19, 2019, mostly mirrors the language in the Settlement Agreement between the cities named in the *OC Catholic Worker et al* case approved in November 2018.

Among the issues at stake in these local lawsuits was the validity of anti-camping and related laws. In the *Martin v. the City of Boise* case that was decided in 2018, the Ninth Federal District Court ruled that anti-camping laws violated homeless individual's eighth amendment rights. The violation stated that prohibiting homeless individuals from sleeping outdoors amounted to cruel and unusual punishment if there are no low-barrier shelter options available for them.

By the end of 2017, there were only two County-operated homeless shelters – the Bridges at Kraemer Place in Anaheim (200 beds) and the Courtyard in Santa Ana (360+ beds). These shelters have operated at or near capacity since they opened. In addition to the County-operated shelters, there are numerous shelters operated by non-profits throughout the county including several in the North SPA. However, many of these shelters have certain barriers that restrict access to a specific population such as homeless families and single mothers. Therefore, by the end of 2017 there was a deficit number of low barrier shelter beds in the county.

In January 2019, in accordance with a federal mandate, the County conducted another Point in Time Count of all homeless individuals in the County, both sheltered and unsheltered. The results of that count are expected later this spring.

North Orange County SPA Efforts

To provide a more regionally focused response to the homelessness crisis in Orange County, the County of Orange established three separate Service Planning Areas (SPA's) for the planning and delivery of homelessness services. The City of Brea, along with 12 other north Orange County cities, became part of the North Orange County SPA (North SPA). The North SPA, comprised of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Villa Park, Stanton, and Yorba Linda, as well as the County, began working collectively to address homelessness in the region including seeking the development of multiple shelters to provide needed homeless services for the region.

After months of extensive discussions and assessments, two locations for the development of "navigation centers" (centers) were identified – one in Buena Park and the other in Placentia. These proposed locations were selected based on a number of factors including zoning, proximity to related services, and site availability. It is the intent that the centers will be a multi-jurisdictional approach to guiding underserved residents back into society by increasing access to a shelter with basic needs, health and job resources, and opportunities to reunite with friends and family. Each center is proposed to provide 100 beds and will operate similarly to the Bridges at Kraemer Place shelter. Combined with the 325 new beds being provided in the City of Anaheim, the North SPA region will have 525 additional beds available to homeless individuals. This amount complies with the Settlement Agreements with the Cities of Anaheim and Orange in the *OC Catholic Worker et al* case.

Funding for Center Construction and Operations

The estimated cost to acquire the sites and construct the two shelters is \$14,315,070 (\$7,515,070 for Buena Park and \$8,800,000 for Placentia). The two shelters will be constructed similarly to the Bridges shelter in Anaheim and the Orange Family Care Center in Orange. The annual estimated operational cost for the two centers is \$3,005,000.

The funding for the acquisition and construction will be in the form of state homeless grant funds and local funds. Last fall, the North SPA applied for and was awarded \$12,062,300 in Homeless Emergency Aid Program (HEAP) funding from the State of California via the Orange County Continuum of Care Board. The HEAP funding is designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California.

Another funding source will be SB 2 (Building Homes and Job Act), which places a \$75 document recording fee on certain real estate transactions for the purpose providing funding for the development of affordable and homeless housing. Under SB 2, cities receive an annual allocation, with the County collecting and directing use for the smaller cities and larger cities receiving it directly. Combined, the North SPA cities are committing \$1,057,272 of their SB 2 funds to the two navigation center projects.

Therefore, the balance of local funds needed for the projects is \$1,195,498. The local share for Brea is 4.9%. After the HEAP and SB 2 funding, the City is responsible for \$58,571. For this \$58,571 payment, the City has requested approval from the County to apply a payment of \$50,000 of the \$100,000 originally targeted for its contribution to Bridges at Kraemer Place to the construction of the Buena Park and Placentia shelters. If approved, the additional \$8,571 can be funded through the City's Affordable Housing Fund 270. It should be noted that the estimated construction costs may be adjusted as the projects become more defined during the design phase and as construction bids are awarded by the two host cities. As such, the City's share of the construction costs may change.

Acquisition and Construction Costs

Funding Type	Total Amount	Brea Share
HEAP Funding – Buena Park Award	\$6,412,300	
HEAP Funding – Placentia Award	\$5,650,000	
SB 2 Funding	\$1,057,272	
Local Funding	\$1,195,498	\$58,571
Total Project Cost	\$14,315,070	\$58,571

Funding for center operations is expected to be from County funds, SB 2 funds and other local funds. The County has committed to providing \$1.25 million for annual on-going operations. Future SB 2 funds will also provide for \$1.57 million annually. Therefore, local funds needed for annual operating costs are estimated to be approximately \$182,000. The City's local share is 6.19%, and the annual contribution is estimated at \$11,256; however, that amount could fluctuate in future years based on changes in center operating costs and City use of beds in the centers. The City's share of operational costs can be funded through the Successor Agency Housing Fund 280.

Memorandum of Understanding Terms and Conditions

To identify the financial responsibility for the construction and operations for each city, as well as to identify the terms and conditions of city participation and center operations, a proposed Memorandum of Understanding (MOU) between the 13 North SPA cities has been negotiated. Provided below is a summary of the terms and conditions for the MOU:

1. Membership in the MOU identifies the 13 North SPA cities including two host cities (Buena Park and Placentia). Anaheim is a participating agency as it relates to reciprocal

sharing of beds between the navigation centers. Anaheim is not a funding participant as they are the primary funding source for the two centers in their city. The County of Orange is a participating agency as it relates to funding and certain operations.

2. Agreement is for a ten-year term. The Agreement may be extended by mutual agreement of the cities.

3. Cities can terminate their participation via the proper noticing requirements per the MOU.

4. The host cities are the owners and lead agencies for center operations, and shall enter into Operating Agreements with third-party operators for the day-to-day operations of the centers.

5. The share of funding for the construction and operations by each city is identified in the agreement (Party Share) and is based on a number of factors including population, the number of unsheltered homeless, and the number of existing shelter beds within each city. The Party Share reflects separate formulas for construction and for operations in which Brea is responsible for 4.9% of the local funding for construction costs and 6.19% of local funding for annual operations costs.

6. While host cities have priority to bed access, all cities shall have the right to utilize an approximate equivalent percentage of its city share of the total beds in the centers. In theory, Brea would have approximately 6.19% of bed access as the City is providing 6.19% of the local funding for center operations.

7. Host cities shall develop an Operating Plan which shall govern the day-to-day management and operation of the centers, and shall be incorporated into the Operating Agreement for the centers. The Operating Plan must be approved by the host cities, the center operator, and the participating cities. Both centers will operate with the same Operating Plan.

8. There shall be an Annual Audit of center operations to assess the sufficiency of the beds; each city's usage of beds over the past year; each city's anticipated bed needs for the ensuing year; funding needs and opportunities; anticipated capital improvement or operational expenses; and the extent to which the centers are achieving the purposes of this Agreement. Future funding needs and Party Share may be adjusted based on the result of the Annual Audit.

9. The highest-ranking appointed executive official for each of the Parties, or his/her duly authorized designee (Party Representative) will participate in annual reviews and approval of operating plans or other policies and procedures as needed. Amendments to this Agreement must be in writing and approved by the governing body of each Party.

Conclusion

The cities of Buena Park and Placentia are proceeding with their respective public review processes for the potential approval of their centers. It is anticipated that their City Councils will be voting on the projects in April. Should the projects be approved, it is estimated that the centers will be operational by late summer or fall 2019, following the completion of the necessary tenant improvements. The commitment of the two host cities to be leaders in addressing the homelessness crisis is to be commended.

Also to be commended is the high level of cooperation among the 13 cities in the North SPA. This proposed MOU would not be possible without the cohesive nature of all the cities in being a part of the solution to address homelessness. There are very few multi-jurisdictional models similar to this MOU in the state or country. Therefore, this MOU is unique and the cities acknowledge there may be necessary changes to the terms and conditions over time. As such, it is requested that the city managers be able to make non-substantive changes to the MOU so that the agreement is able to reflect the dynamic needs of homelessness services.

By executing the MOU, which leads to opening the two navigation centers in the North Orange County area, the cities of the North SPA will be complying with the federal mandate of Honorable David O. Carter, United States District Court Judge, which has threatened to prohibit cities from enforcing anti-camping laws if additional shelters or alternative housing are not provided. It is also believed these centers will be in line with the recent ruling made in the *Martin v. the City of Boise* case. Overall, the North SPA cities believe that both the Buena Park and Placentia Navigation Centers are part of the region's commitment to continue to provide homeless individuals with the supportive services they need.

FISCAL IMPACT/SUMMARY

The funding formulas are based 50% on total region population and 50% of region homeless population. For construction and acquisition costs, cities are given a credit or charged a surcharge based on the number of total emergency beds versus the total region populations. For operations, the host cities are given a credit to offset the ancillary expenses they will incur by having a new shelter in their City. Expenses will be trued up each year based on actual costs.

Brea's share of construction and acquisition is 4.9%, which at current estimates and after identified funding is \$58,571. For this \$58,571 payment, the City has requested approval from the County to apply a payment of \$50,000 of the \$100,000 originally targeted for its contribution to Bridges at Kraemer Place to the construction of the Buena Park and Placentia shelters. If approved, the additional \$8,571 can be funded through the City's Affordable Housing Fund 270, with the anticipated ending fund balance to be \$2.45M as of June 30, 2019.

Brea's share of ongoing operations costs is 6.19%, which at current estimates and after identified funding is \$11,256 annually. The City's share of operational costs may be funded through the Successor Agency Housing Fund 280, which is anticipated to have an ending fund balance of \$3.98M as of June 30, 2019.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Melissa Davis, Management Analyst I

Attachments

Proposed Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING FOR THE NORTH ORANGE COUNTY SERVICE PLANNING AREA

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is dated as of April __, 2019 (“Effective Date”), and entered into by and among the Cities of Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Stanton, Yorba Linda, and Villa Park, each of which is a municipal corporation organized and existing under California law (cumulatively the “City Parties,” and at times individually a “City Party”), and the City of Anaheim, a California charter city (“Anaheim”), with reference to and in consideration of the following:

WHEREAS, like many other regions in California, the County of Orange (“Orange”) has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the County to serve this population;

WHEREAS, as a result, local jurisdictions throughout the County have experienced increased incidents of unlawful camping and loitering activities in and upon portions of the public rights-of-way, parks, and other public facilities (“Public Property”) in violation of local anti-camping, anti-loitering, and/or park closure ordinances and regulations (“Anti-Camping Ordinances”);

WHEREAS, the use of Public Property in this manner creates health and safety risks to homeless persons due to traffic hazards, exposure to weather, inadequate sanitation, and other conditions detrimental to their wellbeing, and negatively impacts the health, safety, and general welfare of the community by degrading the environmental and physical condition of such Public Property, increasing risks associated the spread of illnesses, and frustrating the public purpose for which such Public Property is dedicated;

WHEREAS, on a broader scale, the County is a complex jurisdiction of interconnected systems, many of which have been impacted by the homeless crisis in the region, including but not limited to health care, criminal justice, child welfare, public transportation, economic and social, and legislative and political systems;

WHEREAS, in efforts to address this crisis, the County established an integrated Continuum of Care (“CoC”) to guide homeless individuals and families through a comprehensive array of services and housing designed to prevent and end homelessness;

WHEREAS, to better coordinate access points, assessments, resources, and programs serving persons experiencing homelessness, the CoC divided the County into three (3) geographic “Service Planning Areas” (or “SPAs”), with the “North Service Planning Area” (“North SPA”) including the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Rossmoor, Stanton, Villa Park, and Yorba Linda;

WHEREAS, on September 4, 2018, the United States Court of Appeals for the Ninth issued its decision in *Martin v. City of Boise* (“Boise Decision”), and holding that a local government’s enforcement of its Anti-Camping Ordinance against homeless persons, where the jurisdiction lacks sufficient overnight shelter facilities that are accessible to persons, violates rights protected by the Eight Amendment to the United States Constitution;

WHEREAS, on January 29, 2018, a legal action captioned *Orange County Catholic Worker et al. v. Orange County et al.*, was filed in United States District Court, Central District of California as Case No. 8:18-cv-00155 (the “Action”), against the County, Anaheim, the City of Costa Mesa, and the City of Orange (“Orange,” cumulatively “Defendants”), alleging that, pursuant to the Boise Decision, Defendant’s enforcement of their local Anti-Camping Ordinances against homeless persons was unconstitutional given the lack of accessible overnight shelter beds available to serve the homeless population within their respective jurisdictions;

WHEREAS, plaintiffs in the Action have advised that they intend to add the remaining North SPA Cities as parties to the Action, given that each are in substantially similar positions as the Defendants, with respect to having an insufficient number of overnight shelter facilities available to serve the homeless population within their respective jurisdictions;

WHEREAS, in furtherance of the health, safety, and well-being of all their residents, to return and preserve Public Property for its intended purpose, and in efforts to resolve the Action, the City Parties, located within the North SPA, have worked together cooperatively and in good-faith towards developing a regional solution to the current homeless crisis within their respective jurisdictions;

WHEREAS, as a result of such efforts, the City Parties have been awarded certain grant funds under California’s Homeless Emergency Aid Program (“HEAP”), and certain additional funds made available under Senate Bill 2, towards the acquisition, construction, and operation of two (2) new homeless shelter facilities to be located within the boundaries of the City Parties, and intended to exclusively serve the unsheltered homeless population currently residing within the jurisdiction of the City Parties;

WHEREAS, the City Parties desire to formalize the terms and conditions by which the above-referenced HEAP Funds and SB 2 Funds are aggregated, and combined with additional funds provided by each City Party from alternative sources, to finance the acquisition, construction, and operation of such two (2) new shelter facilities;

WHEREAS, the City Parties additionally desire to memorialize the terms and conditions by which: the two (2) new shelter facilities will be operated; the City Parties will equitably share access to the capacity provided by such new shelter facilities, as well as the capacity provided by existing shelter facilities in located within the boundaries of the City Parties; the City Parties will equitably share the costs and responsibilities associated with the acquisition, construction, operation, and maintenance of such new shelter facilities; and other related matters in furtherance of their common purpose;

WHEREAS, in efforts to further expand the resources available to serve homeless persons within their respective boundaries, the City Parties and Anaheim further desire to memorialize a reciprocal shelter capacity sharing agreement with Anaheim, governing the terms and conditions by which the City Parties and Anaheim will have access to a defined portion of the capacity provided in the other’s shelter facility(ies);

WHEREAS, in addition to addressing the needs of homeless persons through the provision of overnight shelter, the City Parties covenant to work together, in furtherance of the CoC, towards developing and increasing the North SPA’s inventory of long-term affordable and supportive housing units, such that homeless persons receiving services under this Agreement may transition from temporary or emergency shelter facilities, and into long-term and stable housing solutions; and

WHEREAS, each Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of their respective residents.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PURPOSE

This Agreement establishes a multi-jurisdictional memorandum of understanding for establishing, constructing, developing, maintaining, providing, operating, and facilitating the provision of overnight shelter in designated public facilities (termed “Navigation Centers” below), and the provision of certain services at such facilities, to homeless and chronically homeless adults, children, and families located within the North Service Planning Area of Orange County, California. This Agreement defines the respective rights and responsibilities of the Parties with respect to the financing, implementing, operating, and the provision of Services, as defined below, at the Navigation Centers.

2. DEFINITIONS

In addition to the other terms and phrases defined elsewhere in this Agreement, the following key capitalized terms and phrases used throughout this Agreement shall have the meaning assigned in this Section.

2.1. “Anaheim Center” shall mean and refer to the Salvation Army’s planned Center of Hope located in the City of Anaheim, and specifically the portion thereof available for use by the City Parties under this Agreement as described in Section 4.1.

2.2. “City Program Costs” shall mean and refer to that portion of the Program Costs that are not funded by an alternative funding source described in Exhibit D(1) and D(2), and that

will be paid by the City Parties pursuant to the Cost Allocation Plan, as such City Program Costs are further detailed in Exhibit “D”.

2.3. “Cost Allocation Plan” shall mean and refer to the formula utilized to determine the Party Shares of the City Program Costs, as such formula is detailed in Exhibit “E”.

2.4. “Center Operator” shall mean and refer to the third-party contracted by a Host City to provide comprehensive and “turnkey” day-to-day management and operation of a New Center.

2.5. “Guests” shall mean and refer to homeless and chronically homeless adults, children, and families located within the Program Area.

2.6. “Guest Capacity” shall mean and refer to the number of beds provided in a Navigation Center, as detailed in Exhibit “B”.

2.7. “Host City” or “Host Cities” shall mean and refer to the City of Buena Park and/or the City of Placentia.

2.8. “Navigation Centers” shall mean and refer to those public facilities, and the Guest Capacity available at each, set forth in Exhibit “B”. Navigation Centers shall include the New Centers and the Anaheim Center.

2.9. “New Centers” shall mean and refer to the new Navigation Centers to be acquired, constructed, and operated in the Host Cities under this Agreement.

2.10. “Operating Agreement” shall mean and refer to the contract between a Host City and Center Operator for the operation of a New Center.

2.11. “Operating Plan” shall mean and refer to plan approved by a Host City, Party Representatives, and a Center Operator, that details the terms, conditions, and standards by which Services are made available to Guests at a New Center.

2.12. “Party Representative” shall mean and refer to the highest-ranking appointed executive official for each of the Parties, or his/or her duly authorized designee.

2.13. “Party Share” shall mean and refer to that portion of the City Program Costs allocated to each City Party in accordance with the Cost Allocation Plan, as detailed in Exhibit D(3) and (D)(4).

2.14. “Program” shall mean and refer to the Parties’ cooperative financing and planning for the acquisition, construction, operation and the provision of Services at the New Centers, and the cooperative sharing among the Parties of Guest Capacity at the Navigation Centers.

2.15. “Program Area” shall mean and refer to the North Service Planning Area of Orange County, California, the geographical boundaries of which are further defined in Exhibit “A.”

2.16. “Program Costs” shall mean and refer to the costs incurred by the Parties in the acquisition of New Center sites and the completion of modifications or capital improvements thereto, and annually to operate the New Centers during the Term (as defined below).

2.17. “Program Funds” shall mean and refer to all funds paid by or to the Parties under this Agreement, including but not limited to HEAP Funds and SB 2 Funds received by the Parties and contributed towards the Program.

2.18. “Program Property” shall mean and refer to all real and personal property purchased or acquired with Program Funds.

2.19. “Program Treasurer” shall mean and refer to the Party selected by the other Parties to serve as the treasurer, trustee, and manager of all Program Funds.

2.20. “Services” shall mean and refer to the provision of overnight shelter and other sanitation, nutritional, health, educational, supportive, and/or basic human services at Navigation Centers, as described in an Operating Plan.

3. TERM

3.1. General Term. This Agreement shall be effective as of the date which the last of the Parties has executed the same, which shall be inserted as the Effective Date in the first paragraph above, and shall remain in full force and effect until June 30, 2020, at which point this Agreement shall automatically renew and continue in effect for ten (10) consecutive one-year terms, the last of which shall expire on the date that is ten (10) years from the Effective Date (each an “Annual Term,” and cumulatively the “Term”). The Term may be extended upon the mutual written agreement of the Parties, or earlier terminated in accordance with the provisions of this Agreement.

3.2. Termination by City Parties.

a) Notice and Effective Date. Notwithstanding Section 3.1, any City Party, other than a Host City, may terminate its participation in this Agreement by providing one year’s written notice to all other Parties on or before the last day of any Annual Term (June 30), and following timely payment of the “Termination Fee.” This Agreement shall thereafter terminate as to the Party providing such notice at 11:59 p.m. on the last day of the immediately ensuing Annual Term.

b) Termination Fee as Liquidated Damages. The Termination Fee shall be equal to three times (3x) the most recent Party Share paid by the terminating City Party, plus an additional five percent (5%) of the resulting factor to account for increases in the consumer price index. The Termination Fee shall be paid by the terminating City Party to the Program Treasurer not later than six (6) months before the effective date of termination. Failure to timely remit the Termination Fee shall render a City Party’s notice of termination ineffective. The Parties acknowledge and agree that the Termination Fee shall constitute liquidated damages and not penalties, and are in addition to all other rights of the Parties, including the right to call a default

of this Agreement. The Parties further acknowledge that: (i) the amount of loss, costs, or damages likely to be incurred by the Parties resulting from a City Party terminating this Agreement before the end of the Term is incapable or is difficult to precisely estimate; (ii) the Termination Fee to be paid by any City Party bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable losses or costs likely to be incurred by the other Parties by virtue of a City Party's termination of this Agreement before the end of the Term; (iii) one of the reasons for the Parties reaching an agreement as to such amounts is the uncertainty regarding the question of actual losses, costs, or damages to be incurred by the Parties in such event; and (iv) the Parties are sophisticated business parties, have been represented by sophisticated and able legal counsel, and have negotiated this Agreement at arm's length.

c) Continuing Enforceability. Following the effective date of termination, the terminating City Party shall have no further obligations or rights with respect to this Agreement, except as expressly provided otherwise herein. Should any such terminating City Party desire to renew its participation in this Agreement in subsequent Annual Terms, such Party shall be subject to Section 3.6.

3.3. Termination by Host City

a) Notice and Effective Date. Notwithstanding Sections 3.1 and 3.2, Host Cities may terminate their participation by providing six (6) months written notice to all other Parties as follows: written notice of termination shall be provided on or before January 1 of each Annual Term, and this Agreement shall thereafter terminate as to the Host City providing such notice at 11:59 p.m. on the last day of the same Annual Term; for example, notice of termination provided before January 1, 2020, shall be effective as of June 30, 2020.

b) Continued Operation of Navigation Center. As a condition precedent to the effectiveness of a Host City's termination of this Agreement, such that a New Center / Navigation Center will no longer be operated within its jurisdiction, the Host City shall comply with all terms, conditions, and restrictions of the HEAP Funding, SB 2 Funding, and any other grants or similar funding provided to the Program and/or Host City relative to the New Center, and any Program Property in the possession and control of the Host City that was not acquired with such grant funds, and thus is not bound by associated grant restrictions, shall be managed and disposed of as directed by the Party Representatives. In the event of such Host Party's termination, the City Parties shall work together cooperatively and in good faith to satisfy the shelter needs of the Program Area following the Host City's termination. No Party shall be compelled under this Agreement to remain or serve as a Host City.

c) Continuing Enforceability. The Host City's notice of termination shall indicate whether the Host City is entirely terminating its participation in this Agreement, or whether it will remain a City Party. If the first, the terminating Host City shall be subject to Section 3.2(c). If the Host City is to remain a City Party, following the effective date of termination the Host City will be treated in all respects as a City Party under this Agreement, and subject to any adjustment to its Party Share and Cost Allocation Plan.

3.4. Termination by Anaheim. Notwithstanding Section 3.1, Anaheim may terminate its

participation in this Agreement by providing ninety (90) days’ written notice to all other Parties at any time during the Term, and Anaheim shall not be subject to a Termination Fee.

3.5. New Parties

a) Qualifying Agencies. Only those cities, counties, or political subdivisions of the State whose jurisdictional boundaries include portions of, or overlap with, the Program Area qualify to be a Party to this Agreement (“Qualifying Agency”). Only unsheltered homeless persons identified within the Program Area may be served by the Program, and no Party shall directly or indirectly transport, or cause the transportation of, any such persons from outside the boundaries of the Program Area for an improper purpose or motivation, including but not limited to reducing the unsheltered count of the originating jurisdiction, alleviating the obligation of said jurisdiction to provide said person services or shelter, or utilizing Guest Capacity in the Navigation Centers.

b) Financial Contribution of New Parties. After the Effective Date, a Qualifying Agency that is not a Party may petition the Parties to be added to this Agreement, and will be made a Party hereto if: (1) the petition of the Qualifying Party is approved by the Party Representatives; (2) the Qualifying Party pays a pro-rated share of (i) the New Center Construction and Acquisition Costs actually incurred by the Parties, as estimated in Exhibit “C,” and (ii) any other capital improvement, repair, or maintenance costs actually incurred by the Parties in connection with the New Centers between the Effective Date and the date which the Qualifying Agency is added as a Party. Upon being made a Party to this Agreement, and as condition precedent thereto, the Qualifying Agency shall be allocated and pay a Party Share consistent with the Cost Allocation Plan, and all other Party Shares shall be adjusted accordingly. The Parties acknowledge and agree that payments to be made by a Qualifying Agency under this Section fairly represent the Program benefits and burdens to the Parties. The addition of a New Party shall be considered a material change requiring approval of the Host Cities, in accordance with Section 10.1.

4. NAVIGATION CENTERS

4.1 Anaheim Center; Scope of Anaheim Participation and County Contribution Thereto

a) Limited Scope. The Parties agree that Anaheim’s rights and obligations under this Agreement are limited to the reciprocal sharing of Guest Capacity between that provided by City Navigation Centers located outside of Anaheim’s jurisdictional boundaries, and that provided by the Anaheim Center. Notwithstanding any contrary terms of provisions of this Agreement, Anaheim shall not be liable or responsible for the payment of Program Costs, City Program Costs, or any Party Share hereunder, nor shall Anaheim be entitled to receive any Program Funds, Program Property, or proceeds of Party Shares under this Agreement.

b) Capacity Sharing Among City Parties and Anaheim. Following the construction and commencement of operations of the second of the New Centers, or the Anaheim Center, whichever occurs later and continuing for so long as Anaheim remains a Party, Anaheim shall be entitled to use and access space for up to Two Hundred Twenty-Five (225) Guests in the City Navigation Centers, and in return, the City Parties, cumulatively, shall be entitled to use and access space for up to Two Hundred Twenty-Five (225) Guests in the Anaheim Center, as the

available capacity thereof may be approved by the operator of the Anaheim Center. The details, funding, and protocol for Capacity Sharing may be memorialized in a subsequent agreement between the Parties to the extent necessary to effectuate the purpose of this section; provided, however, that (i) in no event shall a person be admitted to the Anaheim Center or a City Navigation Center without the express consent of the receiving party (in the case of Anaheim, the consent of the City of Anaheim, and in the case of a City Navigation Center, the consent of the Host City), and (ii) Capacity Sharing is intended to be roughly proportional and reciprocal and the Parties agree to share information and work cooperatively to ensure that this goal is met. If Anaheim or any Host City requests in writing that a Capacity Sharing agreement be reached before this section is operative, the Parties shall negotiate cooperatively and in good faith to reach such an agreement. If such agreement is not reached within a reasonable period of time this Section 4 shall be null and void as to Anaheim. The Parties agree that this reciprocal sharing of Guest Capacity between the City Parties and Anaheim fairly represents a regional solution focusing on the privileges and benefits while addressing the anticipated challenges of spillover flowing to and imposed upon each such Party, and its respective community, by virtue of this Agreement.

c) Anaheim Participation Contingent on County Funding. Anaheim's participation and the effectiveness of Section 4.2(b) is contingent on the County providing financial assistance to facilitate the construction and operation of the Anaheim Center, with such assistance substantially consisting of the following: (1) for a period of two (2) years following the Effective Date, County will pay Anaheim the monetary sum of Five Hundred Thousand Dollars (\$500,000) per year and expenses for the Anaheim Center, or provide, in whole or in part, an equivalent value of services for the Anaheim Center; and (2) County will pay to Anaheim an additional monetary sum of One Million Two Hundred Thousand Dollars (\$1,200,000) for start-up costs. In the event the County fails or declines to provide such assistance to Anaheim, Anaheim may terminate its participation in this Agreement. Should the County provide such assistance, except as the City Parties may indirectly benefit from the County's assistance described in this section, the City Parties shall not be entitled to receive any portion of the funds or services to be provided to Anaheim under this Section.

4.2 City Navigation Centers. The Parties desire to work cooperatively and combine their respective resources for purposes of providing and coordinating the provision of Services to Guests at Navigation Centers located in the Program Area, and to acquire, construct, develop, and operate two New Centers (one to be located in each of the Host Cities).

a) Navigation Centers and Guest Capacity. For purposes of this Agreement, the Navigation Centers, and the existing or anticipated Guest Capacity of each, are set forth in Exhibit "B" to this Agreement.

b) Change in Navigation Centers. The Parties may, from time to time, close a Navigation Center, construct additional or replacement Navigation Centers, or amend the Guest Capacity of any Navigation Center, and/or a Host City may terminate its participation in this Agreement. In such case, the Parties shall amend this Agreement to provide an accurate listing of the Navigation Centers open and available for Guests at any given time during the Term, and shall adjust the Cost Allocation Plan and Party Shares as appropriate.

c) **Funding.** Funding for the City Navigation Centers subject to this Agreement shall be in accordance with Section 7.5(b)(1).

5. CONSTRUCTION AND MAINTENANCE OF NEW CENTERS

5.1. Ownership. The New Centers shall be owned by the applicable Host City, together with any Program Property in the custody or possession of a Host City; provided the New Centers and Program Property shall be utilized by Host Cities exclusively for purposes consistent with this Agreement.

5.2. Design. Each Host City shall have final authority over the design and construction of New Centers located in its jurisdiction, in accordance with each Host City's ownership rights and plenary land use authority. Prior to a Host City's commencement of construction of, or significant modifications or improvements to, a New Center, the Party Representatives will be provided a reasonable opportunity to review and provide input on the proposed design and amenities of the New Center, and the Host Cities will, in good faith, consider the input of the Party Representatives in finalizing the same.

5.3. Host City as "Lead Agency." The Host City for each New Center shall be the "lead agency" for purposes of improvements or modifications thereto, as well for the environmental review, acquisition, development, and construction of a New Center, and the operation, cleaning, maintenance, or repair of a New Center.

a) **Service Contracts.** As approved by the Party Representatives, each Host City will be the "contracting party" to any written agreements with qualified professional(s), service providers, and/or licensed contractor(s) ("Contractor") necessary for the development or operation of New Centers consistent with this Agreement.

b) **Procurement Practices.** A Party's purchase or acquisition of Program Property, or a Host City's retention of any Contractor, shall be governed by the procedural formalities and requirements of the Host City. The Parties agree that, to the extent practicable and not otherwise required by applicable law, Contractors should be selected after a competitive process that considers both price and capacity or qualifications to perform.

5.4. Minimum Housing Standards. The New Centers should comply with the building standards for emergency housing established by the California Department of Housing and Community Development, as the same may be amended from time to time, or if more stringent, and at the discretion of the Host City, the applicable building standards of the Host City ("Building Standards").

5.5. Minimum Facilities and Amenities. The New Centers should be improved and equipped with the facilities and amenities commonly associated with public facilities of similar type and purpose as approved by the Party Representatives, in sufficient quantities necessary to serve the Guest Capacity for each New Center.

5.6. Maintenance and Repairs. Host Cities will cause the New Centers to be regularly cleaned, maintained, and repaired in accordance with generally accepted standards, and as necessary to ensure compliance with the Building Standards. The Operating Agreements for the New Centers shall include terms and conditions requiring the Center Operators to comply with this Section.

5.7. Security. Each Host City will ensure that adequate security measures and policies are incorporated into the New Centers' construction and operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the Operating Plan developed by the Host City, Center Operator, and the Party Representatives, as described further below.

6. USE AND OPERATION OF NAVIGATION CENTERS

6.1. Exclusive Purpose of Navigation Centers. With the exception of the Anaheim Center, Navigation Centers subject to this Agreement will be used by the Parties exclusively for the purpose of providing Services to Guests located within the Program Area. The Parties agree to work cooperatively and in good faith, and to take such reasonable action(s) or precaution(s) as deemed necessary, to effectuate the purpose of this Section.

6.2. Use and Access of Navigation Centers. In consideration for the City Parties' payment of their respective Party Share, each City Party shall have the right to utilize an approximately equivalent percentage of its Party Share of total Guest Capacity in the Navigation Centers. The Parties shall have access to and utilize the monitoring and logging system developed and operated by the County to track the real-time availability of Guest Capacity in the Navigation Centers, and to make arrangements and reservations for the transportation of Guests thereto and therefrom. Parties utilizing Guest Capacity in New Centers shall comply with the applicable Operating Plan.

6.3. Length of Stay and Transitional Housing. Host Cities shall have the authority to establish reasonable restrictions on the maximum length of stay for any individual Guest in a New Center, which restriction shall be set forth in the Operations Plan. Any restrictions adopted pursuant to this Section by a Host City shall be consistent with those generally imposed by facilities of similar type, nature and purpose. Upon expiration of any length of stay imposed by a Host City, the Party from whose jurisdiction the Guest originated from shall provide transportation and otherwise facilitate the return of the Guest to said jurisdiction, subject to restrictions imposed by applicable laws. Consistent with the purposes of this MOU to provide a long-term solution to the unsheltered homeless population within the Program Area, the City Parties agree to work cooperatively and in good-faith towards facilitating the development of supportive short-term and permanent affordable housing units within their respective jurisdictions, such that Guests may be transitioned from the temporary shelter provided by Navigation Centers to long-term housing.

6.4. Host City Priority. The Host Cities shall have priority to utilize the available Guest Capacity in their respective New Center, and shall have the right of first refusal in the event of capacity overflow or shortages.

6.5. Annual Review of Party Usage. The Guest Capacity utilized by each Party shall be reviewed not less than once per year in conjunction with the Annual Meeting and in light of the Annual Report and Annual Audit described below, and the results of this review shall be used for making any necessary adjustments to the Party Shares or the Cost Allocation Plan to ensure the Parties' financial obligations hereunder accurately reflect the benefit derived; as well as to make any necessary revisions to the Operating Plans to further the goals and objectives of this Agreement. Notwithstanding the foregoing, during the first two (2) Annual Terms, the Party Representatives shall meet not less than once per quarter to review the matters described in this Section; provided that such a review shall be conducted at any time during the Term upon a request by two-thirds (2/3) of the Party Representatives.

6.6. Center Operators. Each Host City will enter into an Operating Agreement with a Center Operator for comprehensive and “turnkey” day-to-day management and operation of the New Center located within its jurisdiction. Except as otherwise agreed by the Parties, Center Operators shall be a non-profit organization with demonstrated experience operating similar facilities and providing similar services as contemplated in this Agreement, and shall be selected by the Host City following a competitive process, with the selection based on cost considerations, capacity to perform to the Services, qualifications and expertise, and such other matters deemed relevant by a Host City or the Party Representatives. A Host City's selection of a Center Operator shall be subject to approval by the Party Representatives.

6.7. Operating Plan. Each Host City shall develop an Operating Plan which shall govern the day-to-day management and operation of its New Center, and shall be incorporated into the Operating Agreement for the New Center. The Operating Plan must be approved by the Host City, the Center Operator, and the Party Representatives, and will address such matters as are detailed in Exhibit “F”, in addition to such other terms and conditions that may be directed by the Host City and the Party Representatives.

6.8. Operating Agreement. Prior to a Host City's commencement of a solicitation for a Center Operator, the Party Representatives shall work cooperatively and in good faith to develop minimum experience and qualifications, as well as general standards, terms, and conditions to be included in an Operating Agreement necessary and appropriate to protect the Parties' respective interests. In addition to any other terms or conditions that may be directed by a Host City or Party Representative, each Operating Agreement will, to the maximum extent permitted by law, require the Center Operator to defend, indemnify, and hold the Parties harmless from and against any and all claims or damage to person or property relating to or arising from the Center Operator's management and operation of a New Center. The terms and conditions of Operating Agreements shall be subject to approval by the Party Representatives.

6.9. Low-Barrier Access. The New Centers shall be considered “low barrier” facilities for purposes of Guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operating Plan, as such may be approved by the Party Representatives and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the Host City is a party. Except as required to comply with applicable law or court order, the New Centers shall not be “no-

barrier” facilities, and shall have, at a minimum, access or entry conditions for Guests that are substantially similar to those utilized by the other Navigation Centers, and screening for felony warrants or registration as a sex offender as may be included in the Operating Plan.

6.10. Community Coordination and Communication. The Parties are committed to communication with neighbors on an ongoing basis. During the Term, the Parties and the Center Operators will work together cooperatively and in good faith to facilitate community forums, generate educational or outreach materials, and engage in similar activities to promote or further the purposes of the Program. The goal of such efforts will be to provide members of the community with opportunities to ask questions and receive information about the Navigation Centers and the Program. Any printed or published materials relating to the Program shall be subject to approval by the Party Representatives.

a) Complaints / Inquiries. Any community complaints and/or inquiries about the Program should be recorded and forwarded to the appropriate Party, or its designated point of contact, for prompt investigation. The Party Representatives and Center Operators shall work together to facilitate appropriate responses to customer service requests and prompt resolution of community complaints.

b) Visitors / Tours. Visits by members of the community and tours of Navigation Centers should be made available by the Host Cities, and will be coordinated by and through the Host City and the Center Operator.

c) Retention of Professional Service Providers. The Parties may retain or appoint professional service providers as necessary to provide public relations, legal, accounting, or other specialized support services for the Program. The Parties will designate a Party to serve as the contracting agency for any such purposes, and the need for and selection of any such professional service providers will be subject to approval by the Party Representatives. Costs and expenses incurred in the retention of professional services providers shall be a Program Cost.

d) Coordination of Government Agencies. The Program will be operated for the public good, and successful implementation will require the partnership of various stakeholders including the Parties, Center Operators, local school districts, and other local political subdivisions and community organizations. The Parties are, and the Center Operators shall be, committed to working cooperatively with numerous stakeholders to serve Guests in the Program Area. The Parties and the Center Operators will communicate and work collaboratively with local police, fire, and public safety departments through all stages of Program implementation, including but not limited to the design of New Centers, and the development and implementation of Operating Plans and Operating Agreements.

6.11. Annual Report. At least once per year, to be completed contemporaneously with the Annual Audit, the Parties shall cause a third-party to review and audit the day-to-day operational affairs of the Navigation Centers, and prepare an Annual Report to be presented to the Party Representatives. The Annual Report shall include such information as may be directed by the Party Representatives, but should at a minimum address such issues as: the sufficiency of the Guest Capacity for the Program Area; each Party’s usage of Guest Capacity over the past year;

each Party's anticipated Guest Capacity needs for the ensuing year; funding needs and opportunities; anticipated capital improvement or operational expenses for the Program; the extent to which the Program is achieving the purposes of this Agreement; and a performance review of the Navigation Centers, Center Operators, and Operating Plans. The Parties will designate a Party to serve as the contracting agent for such purposes, and the selection of a third-party to prepare the Annual Report shall be subject to approval of the Party Representatives. Costs and expenses incurred in the retention of professional services providers shall be a Program Cost.

7. FINANCIAL PROVISIONS

7.1. Program Treasurer. The Parties shall select a Party to serve as the Program Treasurer.

a) Designation. The identity of the Program Treasurer shall be memorialized in writing, and the Party Representatives may alter the identity of the Program Treasurer at any time, and the Program Treasurer may resign at any time, both without penalty, cause, or justification; provided that as much advance notice as possible shall be afforded in the case of Program Treasurer resignation. Subject to the foregoing, the Parties designate the City of La Palma to serve as the Program Treasurer.

b) Costs. The Program Treasurer shall be entitled to be recover the costs associated with serving in such capacity under this Agreement.

7.2. Program Accounts. The Program Treasurer shall establish and maintain the Program Accounts set forth in Exhibit "G", or such other or different accounts as may be directed by the Party Representatives from time to time, with a banking institution approved by the Party Representatives, into which the Program Treasurer shall deposit all Program Funds. The Program Funds deposited into each Program Account will be used for the specific purposes of such account.

7.3. No Comingling of Funds. Program Funds provided by the Parties for specific purposes under this Agreement shall be deposited into the designated Program Account, and shall not be comingled with funds provided for any other purpose, nor used for any purpose other than the specific purpose so designated, absent the approval of Party Representatives.

7.4. Permissible Use of Funds. Each Party represents and warrants to the other Parties that the funding source for the Party Shares paid under this Agreement may be used for the purposes described herein, and their expenditure was duly authorized by the governing board of the Party. Any restriction or limitation on the use of funds contributed by a Party under this Agreement shall be so designated and disclosed by the Party making the payment and, should such restrictions or limitations frustrate or hinder the purpose or administration of this Agreement, the Parties may require the Party Share be paid from an alternative funding source; provided that the Parties shall work together cooperatively and in good faith to attribute restricted funds provided by the Parties towards authorized purposes that further the Program before requesting an alternative funding source.

7.5. Description of Party Shares; Financial Contributions by the Parties.

a) Anticipated Program Costs. As of the Effective Date, the Parties agree that Exhibit “C” represents a reasonable estimate of Program Costs anticipated to be incurred by the Parties in the acquisition of New Center sites and the completion of modifications or capital improvements thereto (Exhibit C(1)), and annually to operate the New Centers during the Term (Exhibit C(2)). The Parties hereby approve of such Program Costs as the Program Budget, which will govern the Program Treasurer’s allocation of Program Funds to the Parties. At each Annual Meeting, a new Program Budget will be approved by the Party Representatives for the immediately ensuing Annual Term, and any such Program Budget may thereafter be modified, amended, or superseded by the Party Representatives.

b) Funding Sources and Parties’ Share of Program Costs

1. Funding Sources and Party Shares. As set forth in Exhibit D(1) and (D)(2), the Program Costs are anticipated to be paid for from four (4) funding sources: (1) HEAP Funding awarded to the City Parties; (2) SB 2 Funding provided to the City Parties; (3) funds contributed by the County; and (4) Party Shares. The portion of Program Costs to be paid from Party Shares are the City Program Costs, and each Party Share of such City Program Costs is detailed in Exhibit D(3) and D(4). Should any of the alternative funding sources fail, in whole or in part, then the unfunded portion of Program Costs shall be deemed City Program Costs, to be paid by the City Parties in accordance with the Cost Allocation Plan.

2. Basis for Allocation; Cost Allocation Plan. The Parties agree that each Party Share is intended to, and does, fairly represent the privileges, benefits, and burdens flowing to and imposed upon each such Party, and its respective community, in that each Party Share represents a portion of the City Program Costs that is substantially equal to each City Party’s anticipated use of the aggregate Guest Capacity of the Navigation Centers, and associated burdens of the Program carried by Host Cities. The Parties agree that each Party Share is consistent with the Cost Allocation Plan set forth in Exhibit “E” and that the Cost Allocation Plan accurately reflects the burdens and benefits of the Parties under this Agreement.

3. Annual Meeting. No later than ninety (90) days before the commencement of each Annual Term, the Parties shall review the results of the previous year’s Annual Audit, together with the Annual Report, existing Cost Allocation Plan, and Program Costs anticipated to be incurred in the current and future Annual Terms, and shall, cooperatively and in good faith: negotiate and reach a mutual agreement as to any adjustments or revisions to the Cost Allocation Plan necessary to finance and operate the Program and the Navigation Centers, and to improve, develop or repair the Navigation Centers; ensure that each Party Share fairly reflects the benefits and obligations to such Party under this Agreement, consistent with the considerations included in the Cost Allocation Plan; and to adopt and approve a new Program Budget for the immediately ensuing Annual Term.

4. Notice of Party Shares. Not later than sixty (60) days prior to the commencement of each Annual Term, the Parties shall finalize the Party Shares for the ensuing Annual Term based on the Cost Allocation Plan, and notice of each Party’s Share shall be provided by the Program Treasurer not later than thirty (30) days immediately preceding commencement of the applicable

Annual Term.

5. Timely Payment. Each Party shall pay the Party Share in consideration for its continuing right to use and access the Navigation Centers. Each Party's annual obligation to remit payment of the Party Share is contingent on the Parties making the Navigation Centers available to such Party for the applicable Annual Term. Each Party shall remit payment of its Party Share on or before the deadline established by the Party Representatives, and set forth in the notice by the Program Treasurer. Late payments shall accrue interest at the maximum interest rate permitted by law applicable to municipal corporations.

6. Funding Shortages. Should the Program experience a shortfall in funding during any Annual Term, the Program Treasurer, with the approval of Party Representatives, shall provide written notice to the Parties of the shortage, and the City Parties shall remit payment of required amounts within thirty (30) days' receipt of the same, with the amount of each City Party's payment to be based on the Cost Allocation Plan.

7. Reconciliation. If, during any Annual Meeting, the Party Representatives determine that past payments made by any Party were either in excess or less than the amount fairly attributable to that Party, that Party's Share shall be adjusted in future Annual Terms.

8. Public Benefit and Purpose. Each Party acknowledges that establishment and operation of the Program, including but not limited to development and operation of the Navigation Centers, is a substantial benefit to each such Party, and the residents, business, and communities residing within their respective jurisdictional boundaries. All Parties expressly declare that this Agreement, and all expenditures of public funds hereunder for the purposes described herein, furthers legitimate public purposes of combating and remediating incidents of homelessness in their communities.

9. No Repudiation of Party Share. In the event any Party refuses to receive or take advantage of the Program benefits, or access or utilize the Navigation Centers, despite the opportunity to do so as a Party to this Agreement, or in the case of a default or failure to pay its Party Share in accordance with this Agreement, each Party remains obligated to pay to the other Parties, by and through the Program Treasurer, its outstanding payments hereunder as they become due and payable, and any other Party may take any legal action as appropriate to obtain such payment.

10. Results of Nonpayment by Party. All Parties acknowledge that the failure of any Party to pay any amount hereunder will result in an increase in the operational costs of the Program to be divided among all other Parties. To that end, in the event any Party fails to pay, for any reason, any amount required to be paid by that Party under this Agreement within fifteen (15) days of when such payment is due, the amount of such nonpayment will be apportioned among the remaining Parties such that the remaining Parties will be responsible to pay such unpaid amount. Should the non-paying Party subsequently pay any portion of the amount owing, the increased cost paid pursuant to this Section by the remaining Parties will be reimbursed from such payment in a percentage equal to each Party's Share. Each Party's incremental increase in a contribution resulting from a Party's nonpayment will be due within thirty (30) days of notification by the

Program Treasurer. The obligation of Parties to pay increased amounts under this paragraph is not intended to be an exclusive remedy. The Parties reserve the right to take any action as is appropriate to obtain payment from any non-paying Party. Additionally, each Party paying increased costs pursuant to this paragraph, shall have and retain the right to take any action at law or equity as is appropriate to obtain reimbursement of such increased payment amounts from the non-paying Party.

11. No Reimbursement. Except as otherwise expressly provided herein, it is the intention of all Parties that no funds provided by any Party under this Agreement shall be reimbursed. The Parties acknowledge that the payments made or required under this Agreement represents a fair return and consideration in exchange for access and use of the Program and Navigation Centers during the Annual Term to which the payment or payment(s) relate(s). If, pursuant to judicial action or threat thereof, or for any other reason, any funds are reimbursed under this Agreement to any Party, other than as expressly provided herein, the remaining Parties will be responsible for paying the reimbursed amount, with each Party's repayment obligation equaling that used to establish the Party's Share.

12. Budgeting Party Contributions. For each Annual Term, each Party shall make every effort to adopt all necessary budgets and make all necessary appropriations for all payments due hereunder. The covenant contained in this Section shall be deemed to be, and shall be construed to be, contingent upon the continuing offer by other Parties to participate in the Program and be a party to this Agreement. To the extent the Parties offer access and use of the Program and Navigation Centers to any Party, the continued responsibility of such Party to make all payments required hereunder shall be a duty imposed by law and it shall be the duty of each and every public official of each Party to take such actions and do such things as are required by law in performance of the official duty of such officials to enable the Party to carry out and perform the covenants contained in this Section.

13. Mutual Covenant. All Parties acknowledge that the construction, maintenance and availability of Navigation Centers for the provision of Services to Guests, and the division of the costs of constructing and maintaining such Navigation Centers among the Parties allows for costs efficiencies and significant savings to each Party and that each Party has entered into this Agreement in reliance on such shared costs and resulting savings. Each Party, to provide assurance of such cost efficiencies to each remaining Party, hereby expresses its commitment to fulfill its stated obligations regardless of the term of the Agreement overlapping more than one fiscal year, and acknowledges the financial burden that any breach of the terms of this Agreement will have on all other Parties.

14. Grant Funding. The Parties are encouraged to pursue local, state, federal, and other grant opportunities and funding sources in furtherance of the Program, the Navigation Shelters, or towards a Party's financial contributions under this Agreement. To the extent possible, the Parties agree to work together cooperatively and in good faith in pursuit of funding opportunities.

7.6. Program Property. The Program Treasurer shall track and keep an accurate list of all Program Property valued at more than Five Hundred Dollars (\$500) that is acquired with

funds contributed by the Parties, including a record of which Party is in custody of such Program Property. Regardless of whether a Party holds legal title to any such Program Property, it shall be managed and utilized by the Party in custody and control of the same exclusively for purposes consistent with this Agreement.

7.7. Disposition of Program Property. In the event any Party is in possession of any item of Program Property that is not needed or currently being utilized for purposes consistent with this Agreement, the Party in possession shall, within a reasonable time of discovering the same: (1) provide written notice to the Parties; and (2) direct the transfer the Program Property to another Party for use in the Program, as approved by Party Representatives. In the event the transfer of Program Property is unnecessary or infeasible, the Program Property shall be sold at fair-market value within a reasonable period of time, and the proceeds immediately transferred to the Program Treasurer for deposit into Program Accounts, or for reimbursement or reduction of Party Shares, as may be directed by Party Representatives. To the extent state, federal, or grant restrictions direct the disposition or sale of Program Property acquired with any such funding source, the same shall govern and prevail over the terms of this Section.

7.8. Annual Audit. The Program Treasurer shall cause an independent financial audit of the Program Accounts to be completed for each tax year (January – December) during the Term, and the report shall be presented to the Parties at the Annual Meeting (“Financial Audit”). The Financial Audit shall comply with Generally Accepted Government Audit Standards, and shall be distributed to all Parties upon completion. The Program Treasurer shall be the “contracting party” for purposes of any third-party contract with an independent auditor.

8. DISPUTES, DEFAULTS, AND REMEDIES

8.1. General Disputes. Should the Parties be unable to reach a mutual agreement as to any matter necessary to effectively administer and operate the Program, such as the amount of any Party Share, as an alternative to terminating this Agreement or pursuing an alternative remedy, the Parties may mutually agree to refer the dispute to a neutral arbitrator for resolution, in which case the arbitrator’s determination shall be binding unless and until this Agreement is otherwise amended by the Parties.

8.2. Defaults.

a) Notice and Time to Cure. The failure by any Party to perform any of its obligations set forth in this Agreement shall constitute a default. Except as required to protect against further damages, the non-defaulting Parties may not institute legal proceedings against the Party in default until the non-defaulting Parties have provided the defaulting Party notice of the default and the cure period has expired: The cure period for any default shall be thirty (30) days after the defaulting Party’s receipt of written notice from the non-defaulting Parties that such obligation was not performed. In the case of a default which cannot be cured within the cure periods set forth in this section, the defaulting Party shall commence efforts to cure within such time periods, and shall diligently thereafter pursue to cure the default to completion within a reasonable period of time.

b) Cooperative Resolution. During the cure period set forth in paragraph (a), and prior to pursuing any remedies described in this Section, the Parties will attempt, in good faith, to find a mutually agreeable resolution through communicating with each other and attempting to resolve any substantive problems arising under this Agreement, including challenges arising from funding difficulties, and/or any difficulty with effectively implementing the responsibilities detailed in this Agreement. Communication and attempts to resolve such problems and difficulties prior to pursuing remedies under this Agreement include, but are not limited to, meeting together, amending this Agreement, and/or seeking the assistance of a jointly agreed upon mediator.

c) Remedies. Upon the occurrence of any default, and following written notice and expiration of the time to cure, the non-defaulting Parties may, at their option: declare this Agreement null and void with respect to the defaulting Party, in which case the defaulting party shall not be entitled to the benefits and privileges of this Agreement or the Program; or pursue damages or specific performance or other legal and equitable remedies the injured Parties may have against the non-defaulting Party in accordance with applicable law. Nothing herein shall be construed as the non-defaulting Parties' exclusive remedy for the remediation of default by a Party, and the non-defaulting Parties reserve the right to pursue any and all available rights and remedies at law or in equity.

d) Non-refund of Contributions. The payments made by all Parties pursuant to this Agreement shall be used for the Program in the manner described herein, and all Parties acknowledge and agree that the development, administration, and operation of the Program, including development of the New Centers, provides an immediate benefit to each Party and that no payments made pursuant to this Agreement shall be refunded for any reason other than as specifically authorized herein.

9. INDEMNITY AND INSURANCE

9.1. Indemnity / Hold Harmless. Each Party shall hold harmless, indemnify, and defend the other Parties, and each of them individually and jointly, and their respective officers, employees, and agents, from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of a Party's failure to fulfill any payment obligations of such Party arising pursuant to the performance or nonperformance of the Party's covenants and obligations under this Agreement, and which result from the actively negligent or wrongful acts of the Party, or its officers, employees, or agents. This provision requiring a Party to hold harmless, indemnify, and defend the other Parties shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of any independent contractor providing services pursuant to a contract with any other Party. In the event of concurrent negligence of the Parties or any other Party, its respective officers, or employees, and a Party, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

9.2. Insurance. Each Host City, and all Center Operators, shall obtain and maintain

in full force and effect throughout the term of this Agreement, or the term of the Center Operator's contract, as applicable, insurance of the types and in the amounts directed by the Party Representatives. Costs incurred by Host Cities in procuring or maintaining such insurance shall be a Program Cost.

10. MISCELLANEOUS

10.1. Approval by Party Representatives; Host City Authority. Any term or provision of this Agreement that calls for the direction, approval, or consent of the Party Representatives, shall mean and refer to the direction, approval, or consent of at least two-thirds (2/3) of the Party Representatives; provided that, notwithstanding anything contrary in this Agreement, Host Cities shall have discretion to approve or disprove any such action that: directly relates to the operation, management, capacity, construction, location, design, or scale of a Navigation Center located in the Host City's jurisdiction; results in the addition of a New Party to this Agreement; or any other action that, in Host City's reasonable discretion, will have a reasonably foreseeable negative material impact on residents, business, or public facilities in the area surrounding the New Center, materially increase the intensity of New Center use or capacity, or materially increase burdens on public services provided to said area.. Except as specifically provided herein, all actions reasonably necessary to effectuate the purpose of this Agreement and the Program may be performed by the Party Representatives except as may otherwise be prohibited by state or federal law.

10.2. Notice. Any notices provided to any Party in connection with this Agreement shall be directed to the Party Representative of each of the Parties set forth in Exhibit "H".

10.3. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Agreement. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

10.4. Governing Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

10.5. Amendments / Entire Agreement. Amendments to this Agreement must be in writing and approved by the governing body of each Party. This Agreement, and the various Exhibits referenced herein which are incorporated fully by this reference, is the entire agreement among the Parties with respect to the subject matter hereof, and it supersedes any prior written or oral agreements with respect to the subject matter.

10.6. Severability. If any section, subsection, paragraph, term, or provision of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this Agreement.

10.7. Attorneys' Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorneys' fees incurred in such action or proceeding.

10.8. Interpretation. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Agreement by the other Parties, or by any person representing the other Parties, or both. Accordingly, any rule or law (including Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement.

10.9. Non-Waiver of Rights and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

10.10. Authority. The Parties represent and warrant that this Agreement has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof, and constitutes the legally binding obligation of their respective Party, enforceable in accordance with its terms.

10.11. Assignment. Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties, and any such assignment without consent shall be null and void.

10.12. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when the Parties have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

[SIGNATURES]

Exhibit A

Program Area

SERVICE PLANNING AREAS

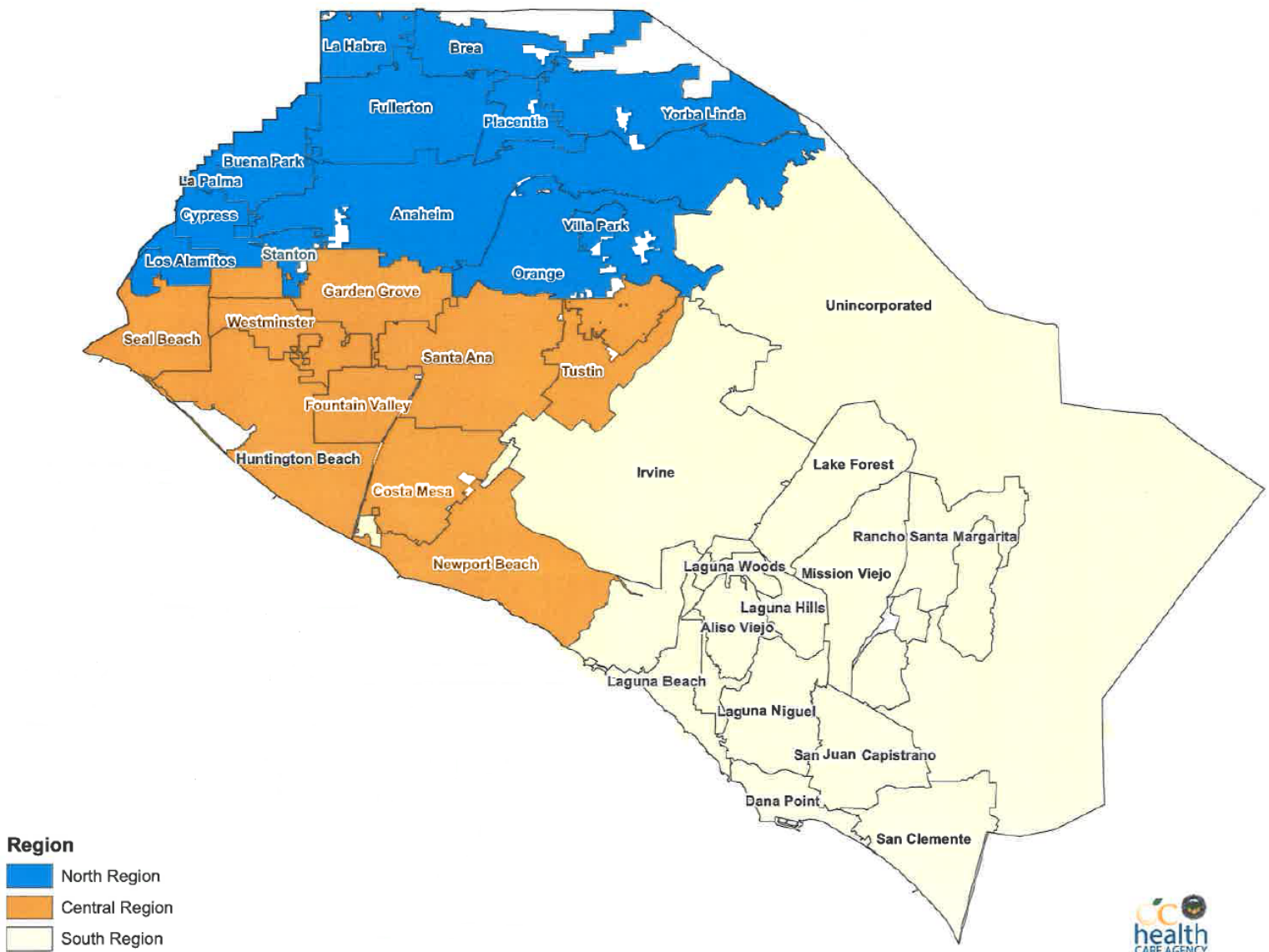


Exhibit B**Navigation Centers and Guest Capacity**

City Navigation Centers			
City	Current Centers' Capacity	New Centers' Capacity	Total Guest Capacity
Brea	0	0	0
*Buena Park	20	125	145
Cypress	0	0	0
Fullerton	359	0	359
La Habra	99	0	99
La Palma	0	0	0
Los Alamitos	36	0	36
Orange	154	0	154
*Placentia	70	100	170
Stanton	153	0	153
Yorba Linda	0	0	0
Villa Park	0	0	0
City Navigation Center Total	891	225	1,116
Anaheim Centers			
Anaheim	NA	225 (est.)	225 (City Party Use)
Program Total	NA	450	1,341

*** Designation of “Host Cities” for New Centers**

Exhibit C**Program Costs and Budget**

(1) New Center - Construction and Acquisition Program Costs (Estimate)		
New Center	Total Costs	Ave. Costs Per Bed
Buena Park	\$7,515,070	\$60,120.56
Placentia	\$6,800,000	\$68,000.00
Total	\$14,315,070	\$63,623.00

(2) New Center Ongoing Operations and N-SPA Administrative Program Costs (Annual Estimate – Year 1)		
Navigation Center	Total Costs	Ave. Costs Per Bed
Buena Park	\$1,600,000	\$12,800.00
Placentia	\$1,280,000	\$12,800.00
N-SPA Administration Costs	\$125,000	\$555.56
Total	\$3,005,000	\$13,356.00
Cost estimates assume capacity of 125 Guests at each New Center		

Exhibit D**Funding Sources and Party Shares**

(1) Funding Sources for New Center Construction and Acquisition Program Costs		
Funding Source	Funding Amount (est.)	Percent of Total
HEAP* Funding Awarded to Buena Park	\$6,412,300	44.79%
HEAP* Funding Awarded to Placentia	\$5,650,000	39.47%
SB 2** Funding to City Parties	\$1,057,272	7.39%
City Program Costs	\$1,195,498	8.35%
Total	\$ 14,315,070	100%

(2) Funding Sources for New Center Ongoing Operations Program Costs (Annual Estimate – Year 1)		
Funding Source	Funding Amount (est.)	Percent of Total
**SB 2 Funding to City Parties	\$1,573,214	52.35%
County Commitment	\$1,250,000	41.6%
City Program Costs	\$181,786	6.05%
Total	\$3,005,000	100%

(3) Party Shares of City Program Costs – Construction and Acquisition of New Centers		
City	Funding Amount (est.)	Percentage of City Program Costs
Brea	\$58,571	4.9%
Buena Park	\$151,669	12.69%
Cypress	\$58,892	4.93%
Fullerton	\$309,931	25.92%
La Habra	\$89,514	7.49%
La Palma	\$22,905	1.92%
Los Alamitos	\$19,102	1.6%
Orange	\$250,196	20.93%
Placentia	\$90,269	7.55%
Stanton	\$75,386	6.31%
Yorba Linda	\$63,841	5.34%
Villa Park	\$5,221	0.44%
Total	\$1,195,498	100%

(4) Party Shares of City Program Costs – Ongoing Operations of New Centers (Year 1)		
City	Funding Amount	Percentage of City Program Costs
Brea	\$11,256	6.19%
Buena Park	\$3,762	2.07%
Cypress	\$11,629	6.40%
Fullerton	\$56,307	30.97%
La Habra	\$17,368	9.55%
La Palma	\$4,320	2.38%
Los Alamitos	\$3,673	2.02%
Orange	\$46,229	25.43%
Placentia	(\$1,385)	(-0.76%)
Stanton	\$14,170	7.8%
Yorba Linda	\$13,344	7.34%
Villa Park	\$1,112	0.61%
Total	\$181,786	100%

* HEAP Detail: Total HEAP award to Program is \$12,062,300, which is comprised of \$6,500,000 commitment from the County of Orange from its HEAP Funding allocation, and \$5,562,300 in HEAP funds awarded to the North SPA.		
** Estimated SB 2 Funding Allocation to City Parties		
City	Construction Cost SB 2 Share – Large Cities	Operations Cost SB 2 Share (50% of Large City, 100% of Small City)
Buena Park	\$164,351	\$153,436
Fullerton	\$306,432	\$286,081
La Habra	\$173,086	\$161,590
Orange	\$270,392	\$252,434
Placentia	\$95,597	\$89,248
Yorba Linda	\$47,417	\$44,268
Cypress	X	\$174,077
Brea	X	\$150,741
Stanton	X	\$140,726
La Palma	X	\$56,693
Los Alamitos	X	\$42,374
Villa Park	X	\$21,551
Total	\$1,057,274	\$1,573,217

Exhibit E
Cost Allocation Plan

City	% Population	% Unsheltered Homeless	50/50 Formula	Construction & Acquisition (Credit)/ Surcharge %	Operations (Credit)/ Surcharge %	Final Construction & Acquisition Share %	Final Operations Share %
Brea	6.13%	3.35%	4.74%	0.1594%	1.4522%	4.90%	6.19%
Buena Park	11.77%	13.67%	12.72%	-0.0318%	-10.6489%	12.69%	2.07%
Cypress	6.98%	2.51%	4.74%	0.1815%	1.6526%	4.93%	6.40%
Fullerton	19.99%	32.50%	26.24%	-0.3167%	4.7329%	25.92%	30.97%
La Habra	8.71%	6.28%	7.49%	-0.0042%	2.0620%	7.49%	9.55%
La Palma	2.18%	1.53%	1.86%	0.0568%	0.5172%	1.92%	2.38%
Los Alamitos	1.61%	1.67%	1.64%	-0.0421%	0.3804%	1.60%	2.02%
Orange	19.66%	21.90%	20.78%	0.1523%	4.6544%	20.93%	25.43%
Placentia	7.29%	8.23%	7.76%	-0.2066%	-8.5191%	7.55%	-0.76%
Stanton	5.37%	7.67%	6.52%	-0.2167%	1.2726%	6.31%	7.80%
Yorba Linda	9.49%	0.70%	5.09%	0.2467%	2.2471%	5.34%	7.34%
Villa Park	0.83%	0.00%	0.42%	0.0216%	0.1966%	0.44%	0.61%
	Proposed Beds						
	No Current or Proposed Beds						
	Current Beds						

***20% Credit/Surcharge for Operations is based on 71% of estimated ancillary expenses to be incurred by 2 Host Cities and then allocated to the nonhost cities by percent of remaining regional population. Based on the current cost estimates the credit equals 20% of operational costs (\$576,000).**

Construction & Acquisition Costing			
Proposed Share Formula = % of Population and % of Homeless plus or minus surcharge			
City	Final Construction & Acquisition Share %	City Allocation of 100% Construction & Acquisition	Construction & Acquisition HEAP/SB2 \$13,119,572 (91.65%) Cities \$1,195,498 (8.35%)
Brea	4.90%	\$701,343	\$ 58,571
Buena Park	12.69%	\$1,816,103	\$ 151,669
Cypress	4.93%	\$705,180	\$ 58,892
Fullerton	25.92%	\$3,711,161	\$ 309,931
La Habra	7.49%	\$1,071,855	\$ 89,514
La Palma	1.92%	\$274,272	\$ 22,905
Los Alamitos	1.60%	\$228,734	\$ 19,102
Orange	20.93%	\$2,995,887	\$ 250,196
Placentia	7.55%	\$1,080,897	\$ 90,269
Stanton	6.31%	\$902,678	\$ 75,386
Yorba Linda	5.34%	\$764,442	\$ 63,841
Villa Park	0.44%	\$62,519	\$ 5,221
TOTAL		\$14,315,070	\$ 1,195,498
HEAP/SB2			\$ 13,119,572
County Commitment of \$6,500,000 made through HEAP funds			
	Proposed and Current Beds		
	No Current or Proposed Beds		
	Current Beds		

Operations Costing			
Proposed Share Formula = % of Population and % of Homeless plus or minus surcharge			
City	Final Operations Share %	City Allocation of 100% Annual Operations	Annual Operation County \$1.25M (41.6%) SB2 \$1,573,721(52.35%) Cities \$111,569 (6.05%)
Brea	6.19%	\$186,072	\$ 11,256
Buena Park	2.07%	\$62,190	\$ 3,762
Cypress	6.40%	\$192,239	\$ 11,629
Fullerton	30.97%	\$930,783	\$ 56,307
La Habra	9.55%	\$287,092	\$ 17,368
La Palma	2.38%	\$71,411	\$ 4,320
Los Alamitos	2.02%	\$60,711	\$ 3,673
Orange	25.43%	\$764,182	\$ 46,229
Placentia	-0.76%	-\$22,891	\$ (1,385)
Stanton	7.80%	\$234,244	\$ 14,170
Yorba Linda	7.34%	\$220,583	\$ 13,344
Villa Park	0.61%	\$18,383	\$ 1,112
TOTAL		\$3,005,000	\$ 181,786
SB2 Funds			\$ 1,573,214
County Contribution			\$ 1,250,000
	Proposed and Current Beds		
	No Current or Proposed Beds		
	Current Beds		

SB 2 Estimates			
City	Construction Cost	SB2 Share - Large Cities	Operations SB2 Share (50% of Large City; 100% of Small City)
Buena Park	\$	164,351	\$ 153,436
Fullerton	\$	306,432	\$ 286,081
La Habra	\$	173,086	\$ 161,590
Orange	\$	270,392	\$ 252,434
Placentia	\$	95,597	\$ 89,248
Yorba Linda	\$	47,417	\$ 44,268
Cypress			\$ 174,077
Brea			\$ 150,741
Stanton			\$ 140,726
La Palma			\$ 56,693
Los Alamitos			\$ 42,374
Villa Park			\$ 21,551
TOTAL	\$	1,057,274	\$ 1,573,217

Exhibit F

Operating Plan Considerations

In addition to other matters directed by Party Representatives, Operating Plans should address or include the following:

- A. General policies and procedures that promote utmost safety for Guests, staff, volunteers, and the community, and New Centers should strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.
- B. Security measures including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, lighting, law enforcement patrols, and neighborhood safety and patrols.
- C. Fire, earthquake, and disaster safety, including but not limited to evacuation plans fire prevention procedures, fire drills and documentation, fire inspections and extinguishers.
- D. Guest access, including but not limited to hours of operation, controlled access, transportation of Guests to and from Navigation Centers from jurisdiction of residence, overflow management, screening procedures and criteria, identification requirements and procedures, storage of Guest property, and animal policies.
- E. Guest rules of conduct and guidelines, including anti-loitering policies, the use of controlled and over the counter substances, possession of weapons or drug paraphernalia, and dispute resolution procedures.
- F. Access and referral of Guests to emergency and medical care, including both on site of New Centers and coordination with local EMT providers and medical facilities.
- G. Coordination with transitional housing providers to locate transitional housing vacancies for Guests, and connect Guests to local service providers, with a goal of increasing the Navigation Center turnover rate as Guests are successfully matched to alternate housing opportunities.
- H. Health policies designed for safety of staff and Guests, including procedures for the handling and disposal of hazardous materials, precautions in handling of laundry and cleaning, and general self-health care, wearing appropriate protective garments (i.e. gloves), use of disinfecting cleaning products, and hand-washing procedures.
- I. Disease prevention protocols for prevention and treatment of diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases.
- J. Compliance with all local, state, and federal laws, regulations, and policies, including but not limited to labor laws, non-discrimination laws and polies, the Americans with Disabilities Act, gender-specific programming policies, religious freedom, and sexual harassment.

- K. Requirements for the safety of children and vulnerable adults among the Guest population, including staff trained in sex offender policies, child abuse, and vulnerable adult abuse and screening for sex offenses through the National Megan's Law database.

Exhibit G

Program Accounts

- A. Capital Improvement Fund.** Monies in the CPI Fund shall be used solely and exclusively for purposes of financing costs associated with the expansion, modification, improvement, retrofitting, construction, and/or development of the New Centers, including any pre or post-construction work associated with the foregoing.
- B. Maintenance and Repair Fund.** Monies in the M&R Fund shall be used solely and exclusively for purposes of financing costs associated with the regular and routine maintenance, repair, or replacement of capital improvements associated with the New Centers.
- C. Operating Fund.** Monies in the Operating Fund shall be used solely and exclusively for purposes of financing costs associated with the day-to-day on-site management and operation of the New Centers, including such expenses as insurance, personnel, consumables, disposables, refuse disposal, utility costs, professional services providers, etc.

Exhibit H**Notices and Designation of Party Representatives**

City	Party Representative(s)
Anaheim	
Brea	
Buena Park	Jim Vanderpool, City Manager Address: Email: Tel.: With copy to: Christopher Cardinale, City Attorney 13181 Crossroads Pkwy North – Suite 400 City of Industry, CA 91740 Email: ccardinale@agclawfirm.com Tel.: (562)699-5500
Cypress	
Fullerton	
La Habra	
La Palma	
Los Alamitos	
Orange	
Placentia	
Stanton	
Yorba Linda	
Villa Park	

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 04/02/2019

SUBJECT: March 22 and 29, 2019 City Check Registers - Receive and file.

Attachments

03-22-19 City Check Register

03-29-19 City Check Register

City Check Register for: Mar 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180269	AAA ELECTRIC MOTOR SALES, INC.	03/22/2019	3615	490515151	REBUILD FAN MOTOR	\$333.30
AAA ELECTRIC MOTOR SALES, INC. Total Check Amount:						\$333.30
180270	AT&T	03/22/2019	22050	475141471	9981296407 2/11-3/10	\$1,302.40
AT&T Total Check Amount:						\$1,302.40
180271	AT&T	03/22/2019	22390	475141471	7149110022 2/14/19	\$232.68
AT&T Total Check Amount:						\$232.68
180272	AT&T CALNET	03/22/2019	20391	360515145	9391060716 2/28/19	\$272.97
		03/22/2019	20391	420515131	9391011964 2/28/19	\$42.36
		03/22/2019	20391	420515131	9391011977 2/28/19	\$247.49
		03/22/2019	20391	475141471	931023157 2/28/19	\$20.72
		03/22/2019	20391	475141471	931023158 2/28/19	\$33.60
		03/22/2019	20391	475141471	931023159 2/28/19	\$20.72
		03/22/2019	20391	475141471	931052504 2/28/19	\$272.91
		03/22/2019	20391	475141471	9391011961 2/28/19	\$230.80
		03/22/2019	20391	475141471	9391011962 2/13/19	\$20.72
		03/22/2019	20391	475141471	9391011963 2/28/19	\$20.72
		03/22/2019	20391	475141471	9391011965 2/28/19	\$39.89
		03/22/2019	20391	475141471	9391011966 2/28/19	\$58.87
		03/22/2019	20391	475141471	9391011969 2/28/19	\$21.25
		03/22/2019	20391	475141471	9391011970 2/28/19	\$80.14
		03/22/2019	20391	475141471	9391011971 2/28/19	\$39.80
		03/22/2019	20391	475141471	9391011972 2/28/19	\$134.66
		03/22/2019	20391	475141471	9391011973 2/28/19	\$41.48
		03/22/2019	20391	475141471	9391011975 2/28/19	\$3,410.48
		03/22/2019	20391	475141471	9391011976 2/28/19	\$909.23
		03/22/2019	20391	475141471	9391011978 2/28/19	\$687.91
		03/22/2019	20391	475141471	9391011979 2/28/19	\$83.98
		03/22/2019	20391	475141471	9391052507 2/28/19	\$274.87
		03/22/2019	20391	475141471	9391057787 2/28/19	\$366.57
		03/22/2019	20391	475141471	9391063120 2/28/19	\$216.43
		03/22/2019	20391	475141471	9391063276 2/28/19	\$28.61
		03/22/2019	20391	475141471	9391063405 2/28/19	\$99.38
		03/22/2019	20391	475141471	9391064048 2/28/19	\$32.34
AT&T CALNET Total Check Amount:						\$7,708.90
180273	JULIAN PATRICK BAENI	03/22/2019	28372	420515131	CDWC COMMON STOCK	\$15,250.00
JULIAN PATRICK BAENI Total Check Amount:						\$15,250.00
180274	BELL TERMITE CONTROL	03/22/2019	28371	290323215	CDBG 1685 CHEVY CHASE	\$1,550.00
BELL TERMITE CONTROL Total Check Amount:						\$1,550.00

City Check Register for: Mar 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180275	BRENDA BERSON-WARREN	03/22/2019	28367	830	DEP:GALLEGOS WEDDING	\$1,000.00
BRENDA BERSON-WARREN						Total Check Amount: \$1,000.00
180276	BLACK & WHITE EMERGENCY VEHICLES	03/22/2019	24788	480515161	STRIP EQPT UNIT 993	\$300.00
BLACK & WHITE EMERGENCY VEHICLES						Total Check Amount: \$300.00
180277	BMLA INCORPORATED	03/22/2019	28095	510707936	LAMBERT MEDIAN DESIGN	\$4,040.78
BMLA INCORPORATED						Total Check Amount: \$4,040.78
180278	BREA CHAMBER OF COMMERCE	03/22/2019	3239	110	PD AWARDS CEREMONY	\$1,300.00
BREA CHAMBER OF COMMERCE						Total Check Amount: \$1,300.00
180279	BREA MALL	03/22/2019	14558	110515121	RING RD MNT 18/19 BAL	\$295.88
BREA MALL						Total Check Amount: \$295.88
180280	CALIFORNIA PARKS & REC SOCIETY	03/22/2019	3455	110404311	19/20 AGENCY MEMB:CE	\$480.00
		03/22/2019	3455	110404311	19/20 AGENCY MEMB:CH	\$150.00
		03/22/2019	3455	110404311	19/20 AGENCY MEMB:SM	\$145.00
CALIFORNIA PARKS & REC SOCIETY						Total Check Amount: \$775.00
180281	CALIFORNIA DEPT OF TRANSPORTATION	03/22/2019	23507	510707318	5237(036) OVERPAYMENT	\$13,817.80
CALIFORNIA DEPT OF TRANSPORTATION						Total Check Amount: \$13,817.80
180282	HUGH CASTRO	03/22/2019	28370	110000000	PD REPORT REQ REFUND	\$3.00
HUGH CASTRO						Total Check Amount: \$3.00
180283	JENNIFER CATTANI	03/22/2019	28431	420000000	CLOSED WATER ACCOUNT	\$11.48
JENNIFER CATTANI						Total Check Amount: \$11.48
180284	AERI CHUN	03/22/2019	28428	420000000	CLOSED WATER ACCOUNT	\$92.28
AERI CHUN						Total Check Amount: \$92.28
180285	CINTAS	03/22/2019	24347	110404211	BCC FRST AID SUPPLIES	\$96.81
CINTAS						Total Check Amount: \$96.81
180286	COUNTY OF ORANGE	03/22/2019	4799	172212133	OCSD/COMM BR0 JAN-MAR	\$23,561.00
COUNTY OF ORANGE						Total Check Amount: \$23,561.00
180287	COUNTY OF ORANGE	03/22/2019	4799	110212122	OCATS/CLTS/SWTCHR FEB	\$1,104.51
COUNTY OF ORANGE						Total Check Amount: \$1,104.51
180288	COUNTY OF ORANGE	03/22/2019	4799	110212122	FINGERPRNTNG ID MAR19	\$1,783.00
COUNTY OF ORANGE						Total Check Amount: \$1,783.00
180289	DELTA T HVAC, INC.	03/22/2019	28265	490515151	REPL CONTROL:VAV 101	\$570.00
		03/22/2019	28265	490515151	SVC CALL FOR EF 6	\$350.00
DELTA T HVAC, INC.						Total Check Amount: \$920.00
180290	DEPARTMENT OF INDUSTRIAL RELATIONS	03/22/2019	19791	110515125	CONVFEE:#177201 DTPS3	\$225.00
DEPARTMENT OF INDUSTRIAL RELATIONS						Total Check Amount: \$225.00
180291	DEPARTMENT OF INDUSTRIAL RELATIONS	03/22/2019	19791	110515125	CONVFEE:#177180 DTPS3	\$225.00
DEPARTMENT OF INDUSTRIAL RELATIONS						Total Check Amount: \$225.00

City Check Register for: Mar 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180292	DEPARTMENT OF JUSTICE	03/22/2019	13406	110141481	FINGERPRNT APPS FEB19	\$390.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$390.00
180293	DONNOE & ASSOCIATES, INC.	03/22/2019	14314	110141481	RECEPTIONIST EXAM	\$1,060.00
DONNOE & ASSOCIATES, INC.					Total Check Amount:	\$1,060.00
180294	SOUTHERN CALIFORNIA EDISON	03/22/2019	3343	110515121	ELECTRICITY FEB/MAR19	\$5,433.78
		03/22/2019	3343	110515125	ELECTRICITY FEB/MAR19	\$95.79
		03/22/2019	3343	110515141	ELECTRICITY FEB/MAR19	\$2,462.76
		03/22/2019	3343	110515143	ELECTRICITY FEB/MAR19	\$860.00
		03/22/2019	3343	110515144	ELECTRICITY FEB/MAR19	\$370.37
		03/22/2019	3343	110515148	ELECTRICITY FEB/MAR19	\$41.43
		03/22/2019	3343	341515112	ELECTRICITY FEB/MAR19	\$177.51
		03/22/2019	3343	343515112	ELECTRICITY FEB/MAR19	\$133.87
		03/22/2019	3343	345515112	ELECTRICITY FEB/MAR19	\$100.22
		03/22/2019	3343	346515112	ELECTRICITY FEB/MAR19	\$213.55
		03/22/2019	3343	360515145	ELECTRICITY FEB/MAR19	\$569.88
		03/22/2019	3343	420515131	ELECTRICITY FEB/MAR19	\$2,706.40
		03/22/2019	3343	430515123	ELECTRICITY FEB/MAR19	\$31.53
		03/22/2019	3343	490515151	ELECTRICITY FEB/MAR19	\$940.56
		03/22/2019	3343	880515113	ELECTRICITY FEB/MAR19	\$25.16
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$14,162.81
180295	FRANCHISE TAX BOARD	03/22/2019	13287	110	CD912245780 031519 PR	\$200.14
FRANCHISE TAX BOARD					Total Check Amount:	\$200.14
180296	FRONTIER COMMUNICATIONS	03/22/2019	26183	420515131	562 1821083 3/7-4/6	\$62.36
FRONTIER COMMUNICATIONS					Total Check Amount:	\$62.36
180297	JOIA GIVRAD	03/22/2019	28429	420000000	CLOSED WATER ACCOUNT	\$49.82
JOIA GIVRAD					Total Check Amount:	\$49.82
180298	GOLDEN ELEMENTARY SCHOOL	03/22/2019	27406	110	DEPOSIT:THEATRE RENTL	\$160.00
		03/22/2019	27406	110	DEPOSIT:WIRELESS MIC	\$360.00
GOLDEN ELEMENTARY SCHOOL					Total Check Amount:	\$520.00
180299	HERE COMES THE GUIDE	03/22/2019	27573	110404212	FACILITIES ADVERTISNG	\$2,150.00
HERE COMES THE GUIDE					Total Check Amount:	\$2,150.00
180300	HILLYARD INC.	03/22/2019	12184	490515151	TACK-IT BCC	\$209.11
HILLYARD INC.					Total Check Amount:	\$209.11
180301	HOIST SERVICE INC	03/22/2019	8518	480515161	ANNUAL VEH LIFTS INSPECTI	\$450.00
HOIST SERVICE INC					Total Check Amount:	\$450.00
180302	JART DIRECT MAIL SERVICES	03/22/2019	8634	110404542	CHIPPER/OC POSTCARD	\$915.58
JART DIRECT MAIL SERVICES					Total Check Amount:	\$915.58
180303	LAKEMAN CHASSIS	03/22/2019	12885	480515161	#1008 TOOL RACK	\$289.29
		03/22/2019	12885	480515161	1203 TOOL HOLDERS	\$289.29

City Check Register for: Mar 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180303	LAKEMAN CHASSIS	03/22/2019	12885	480515161	PD MOTORCYCLE RACK	\$64.65
		03/22/2019	12885	480515161	TRUCK BED TOOL HOLDERS	\$694.68
LAKEMAN CHASSIS					Total Check Amount:	\$1,337.91
180304	LANGUAGE LINE SERVICES	03/22/2019	19704	110212133	PHONE INTERPRETER	\$6.58
LANGUAGE LINE SERVICES					Total Check Amount:	\$6.58
180305	LAW OFFICES OF JONES & MAYER	03/22/2019	12144	110212111	LEGAL SVCS:PD FEB19	\$17.63
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$17.63
180306	LEON'S TRANSMISSION SERVICE, INC.	03/22/2019	12835	480515161	1521 REBUILD TRANSMSN	\$4,134.44
LEON'S TRANSMISSION SERVICE, INC.					Total Check Amount:	\$4,134.44
180307	LIFE-ASSIST, INC.	03/22/2019	10530	174222222	PM SUPPLIES FS1	\$176.04
		03/22/2019	10530	174222222	PM SUPPLIES FS2	\$176.04
		03/22/2019	10530	174222222	PM SUPPLIES FS3	\$176.04
LIFE-ASSIST, INC.					Total Check Amount:	\$528.12
180308	LPA, INC.	03/22/2019	15746	110404311	CS NEEDS ASSESSMENT	\$941.05
LPA, INC.					Total Check Amount:	\$941.05
180309	LU'S LIGHTHOUSE, INC.	03/22/2019	28330	480515161	LED MINI LIGHT BARS	\$2,462.09
LU'S LIGHTHOUSE, INC.					Total Check Amount:	\$2,462.09
180310	MEDPOST URGENT CARE - BREA	03/22/2019	27547	110141481	PHYSICALS JAN19	\$36.00
MEDPOST URGENT CARE - BREA					Total Check Amount:	\$36.00
180311	MIO JEWELRY & DESIGN	03/22/2019	28432	420000000	CLOSED WATER ACCOUNT	\$73.71
MIO JEWELRY & DESIGN					Total Check Amount:	\$73.71
180312	BRETT MURDOCK	03/22/2019	18363	110000000	WITNESS FEE REFUND	\$275.00
BRETT MURDOCK					Total Check Amount:	\$275.00
180313	MUSIC THEATRE INTERNATIONAL	03/22/2019	1321	110404542	37818:ANNIE JR-ROYALT	\$6,104.99
MUSIC THEATRE INTERNATIONAL					Total Check Amount:	\$6,104.99
180314	NATIONAL LEAGUE OF CITIES	03/22/2019	3972	110111145	FY 2019 MEMB RENEWAL	\$3,355.74
NATIONAL LEAGUE OF CITIES					Total Check Amount:	\$3,355.74
180315	NDS, LLC	03/22/2019	25312	110141441	PRESORT MAILSVCS MAR19	\$449.40
NDS, LLC					Total Check Amount:	\$449.40
180316	NEOPOST USA INC	03/22/2019	20201	110141441	SUPPLIES	\$235.97
NEOPOST USA INC					Total Check Amount:	\$235.97
180317	ASHLYN NOEL	03/22/2019	28361	110404215	POUND BCC 3/1/19	\$25.00
ASHLYN NOEL					Total Check Amount:	\$25.00
180318	NUANCE COMMUNICATIONS, INC 1 WAYSID	03/22/2019	28327	110212122	DRAGN LAW ENF MNT/LIC	\$4,806.90
		03/22/2019	28327	110212122	NUANCE MGT CTR SUBSCR	\$1,231.20
NUANCE COMMUNICATIONS, INC 1 WAYSID					Total Check Amount:	\$6,038.10
180319	OFFICE DEPOT, INC	03/22/2019	4743	110111111	OFFICE SUPPLIES	\$233.56
		03/22/2019	4743	110111161	OFFICE SUPPLIES	\$23.09
		03/22/2019	4743	110141441	OFFICE SUPPLIES	\$50.87

City Check Register for: Mar 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180319	OFFICE DEPOT, INC	03/22/2019	4743	110141481	OFFICE SUPPLIES	\$25.17
		03/22/2019	4743	110212111	OFFICE SUPPLIES	\$81.02
		03/22/2019	4743	110212111	REFUND 229147669001	(\$1,786.32)
		03/22/2019	4743	110212111	REFUND 236711884001	(\$22.99)
		03/22/2019	4743	110212111	TONERS	\$1,472.56
		03/22/2019	4743	110212121	OFFICE SUPPLIES	\$144.57
		03/22/2019	4743	110222211	OFFICE SUPPLIES	\$80.82
OFFICE DEPOT, INC					Total Check Amount:	\$302.35
180320	PREMIUM RV INC.	03/22/2019	11981	480515161	HITCH ADAPTOR/LINKS	\$58.39
PREMIUM RV INC.					Total Check Amount:	\$58.39
180321	PUENTE HILLS FORD	03/22/2019	25742	480515161	957 ENGINE REPAIR	\$767.87
		03/22/2019	25742	480515161	CREDIT FOR L/D STRIPE	(\$36.28)
		03/22/2019	25742	480515161	DOOR WEATHER STRIPS	\$79.94
		03/22/2019	25742	480515161	LEFT DOOR STRIPE	\$36.28
		03/22/2019	25742	480515161	SEAT TRACK SHLD/COVER	\$140.06
		03/22/2019	25742	480515161	WINDOW SWITCH	\$17.72
		03/22/2019	25742	480515161	WNDOW REGULATOR/MOTOR	\$128.59
PUENTE HILLS FORD					Total Check Amount:	\$1,134.18
180322	RENNE SLOAN HOTLZMAN SAKAI, LLP	03/22/2019	27580	110141481	3088/003 LGL SVCS FEB	\$357.50
RENNE SLOAN HOTLZMAN SAKAI, LLP					Total Check Amount:	\$357.50
180323	SENITICA CONSTRUCTION, INC.	03/22/2019	28096	510707936	CCC LNDSCP PP#4 FEB19	\$43,320.00
SENITICA CONSTRUCTION, INC.					Total Check Amount:	\$43,320.00
180324	SHRED-IT USA	03/22/2019	7438	110111161	DOC SHRED DEC/JAN19	\$8.00
		03/22/2019	7438	110111161	DOC SHRED JAN/FEB19	\$8.00
		03/22/2019	7438	110111161	DOC SHRED NOV/DEC18	\$8.00
		03/22/2019	7438	110212122	PD DOC SHRED DEC/JAN	\$192.00
		03/22/2019	7438	110212122	PD DOC SHRED JAN/FEB	\$192.00
		03/22/2019	7438	110212122	PD DOC SHRED NOV/DEC	\$192.00
		03/22/2019	7438	470141483	DOC SHRED DEC/JAN19	\$8.00
		03/22/2019	7438	470141483	DOC SHRED JAN/FEB19	\$8.00
		03/22/2019	7438	470141483	DOC SHRED NOV/DEC18	\$8.00
SHRED-IT USA					Total Check Amount:	\$624.00
180325	SO. CALIFORNIA FLEET SVCS. INC	03/22/2019	27570	480515161	SWIVEL ELBOW/GASKET	\$188.14
		03/22/2019	27570	480515161	WTR VALVE REBUILD KIT	\$640.36
SO. CALIFORNIA FLEET SVCS. INC					Total Check Amount:	\$828.50
180326	SPARKLETTS	03/22/2019	3001	490515151	CCC FOUNTAIN WTR 0319	\$18.35
SPARKLETTS					Total Check Amount:	\$18.35
180327	SUN CITY GRANITE, INC.	03/22/2019	28177	510707936	BCC EMPL GRANITE MEM	\$5,420.90

City Check Register for: Mar 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SUN CITY GRANITE, INC.						Total Check Amount: \$5,420.90
180328	TRAFFIC MANAGEMENT, INC.	03/22/2019	28282	510707442	57/IMP TFC CTRL PLANS	\$2,900.00
TRAFFIC MANAGEMENT, INC.						Total Check Amount: \$2,900.00
180329	TRIMARK RAYGAL, LLC	03/22/2019	28261	510707944	SR CTR KITCHEN EQPT	\$150,387.80
TRIMARK RAYGAL, LLC						Total Check Amount: \$150,387.80
180330	TURNOUT MAINTENANCE COMPANY, LLC	03/22/2019	19898	110222221	CLOTHING MAINT	\$72.33
TURNOUT MAINTENANCE COMPANY, LLC						Total Check Amount: \$72.33
180331	UNIFIRST CORPORATION	03/22/2019	27988	110515121	UNIFORM RENTAL, LAUNDERIN	\$45.36
		03/22/2019	27988	110515125	UNIFORM RENTAL, LAUNDERIN	\$28.30
		03/22/2019	27988	110515141	UNIFORM RENTAL, LAUNDERIN	\$89.45
		03/22/2019	27988	110515143	UNIFORM RENTAL, LAUNDERIN	\$16.32
		03/22/2019	27988	110515144	UNIFORM RENTAL, LAUNDERIN	\$51.92
		03/22/2019	27988	360515145	UNIFORM RENTAL, LAUNDERIN	\$41.80
		03/22/2019	27988	420515131	UNIFORM RENTAL, LAUNDERIN	\$102.14
		03/22/2019	27988	430515123	UNIFORM SVCS FEB 2019	\$41.16
		03/22/2019	27988	440515126	UNIFORM SVCS FEB 2019	\$13.80
		03/22/2019	27988	480515161	UNIFORM SVCS FEB 2019	\$168.55
		03/22/2019	27988	490515151	UNIFORM SVCS FEB 2019	\$231.04
UNIFIRST CORPORATION						Total Check Amount: \$829.84
180332	UNITED PARCEL SERVICE	03/22/2019	3174	110141441	SHIPPING CHGS FEB/MAR	\$101.64
UNITED PARCEL SERVICE						Total Check Amount: \$101.64
180333	VERIZON WIRELESS	03/22/2019	21122	110212121	9825415105 2/4-3/3	\$54.09
VERIZON WIRELESS						Total Check Amount: \$54.09
180334	VERIZON WIRELESS	03/22/2019	21122	420515131	9825011861 1/27-2/26	\$38.01
VERIZON WIRELESS						Total Check Amount: \$38.01
180335	VETERINARY PET INS. CO.	03/22/2019	20975	110	4436 PET INS FEB 2019	\$374.60
VETERINARY PET INS. CO.						Total Check Amount: \$374.60
180336	DR. DEAN C. WEISS	03/22/2019	28369	470141483	CLAIM SETTLEMENT	\$633.00
DR. DEAN C. WEISS						Total Check Amount: \$633.00
180337	WESTERN NATIONAL BUILDERS	03/22/2019	28377	420000000	CLOSED WATER ACCOUNT	\$1,631.58
WESTERN NATIONAL BUILDERS						Total Check Amount: \$1,631.58
180338	XEROX CORPORATION	03/22/2019	3349	110141441	ADDRESS/LABL SW FEB19	\$108.00
		03/22/2019	3349	110141441	BLACK CPR/PRNTR FEB19	\$493.54
		03/22/2019	3349	110141441	HI PERF COLOR CPR FEB	\$220.27

City Check Register for: Mar 22, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180338	XEROX CORPORATION	03/22/2019	3349	110141441	HISPEED PRNTR/CPR FEB	\$717.42
		03/22/2019	3349	110141441	PROD COLOR CPR/PR FEB	\$1,719.76
		03/22/2019	3349	110141441	SOFTWARE MNT FEB19	\$116.00
XEROX CORPORATION					Total Check Amount:	\$3,374.99
Check Subtotal						\$334,582.42
V31845	ADMINISTRATIVE & PROF	03/22/2019	3344	110	DED:4010 APEA MEMBR	\$516.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$516.00
V31846	THE ADVANTAGE GROUP	03/22/2019	24539	110	DED:808B FSA DEPCAR	\$2,987.60
		03/22/2019	24539	110	DED:808C FSA UR MED	\$5,481.27
		03/22/2019	24539	110141481	FLEX ACCT FEES FEB19	\$378.50
THE ADVANTAGE GROUP					Total Check Amount:	\$8,847.37
V31847	ALL CITY MANAGEMENT SERVICES INC	03/22/2019	6604	110212132	CRSNG GRDS 2/10-2/23	\$2,632.00
ALL CITY MANAGEMENT SERVICES INC					Total Check Amount:	\$2,632.00
V31848	ANAHEIM GLASS, INC.	03/22/2019	21760	490515151	REPLACE GYM WINDOW	\$513.26
ANAHEIM GLASS, INC.					Total Check Amount:	\$513.26
V31849	BEST LAWN MOWER SERVICE	03/22/2019	16230	480515161	HEDGE TRIMMER / BLADES	\$751.19
		03/22/2019	16230	480515161	MOWER ENGINE PARTS	\$840.53
		03/22/2019	16230	480515161	MOWER ENGINE REPAIR	\$630.00
BEST LAWN MOWER SERVICE					Total Check Amount:	\$2,221.72
V31850	BPSEA MEMORIAL FOUNDATION	03/22/2019	14990	110	DED:4050 MEMORIAL	\$232.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$232.00
V31851	BREA AUTO SERVICE	03/22/2019	12780	480515161	1221 A/C REPAIR	\$1,163.35
		03/22/2019	12780	480515161	1703 COOLING SYST RPR	\$1,580.68
BREA AUTO SERVICE					Total Check Amount:	\$2,744.03
V31852	BREA CITY EMPLOYEES ASSOCIATION	03/22/2019	3236	110	DED:4005 BCEA MEMBR	\$570.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$570.00
V31853	BREA ELECTRIC COMPANY	03/22/2019	27530	342515112	STREET LIGHT REPAIR	\$95.00
BREA ELECTRIC COMPANY					Total Check Amount:	\$95.00
V31854	BREA FIREFIGHTERS ASSOCIATION	03/22/2019	3237	110	DED:4016 ASSOC MEMB	\$2,335.50
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,335.50
V31855	BREA POLICE ASSOCIATION	03/22/2019	3769	110	DED:4030 BPA REG	\$3,450.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,450.00
V31856	BREA POLICE ATHLETIC LEAGUE	03/22/2019	1068	110	DED:5010 B.P.A.L.	\$117.50
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$117.50
V31857	BREA POLICE MANAGEMENT ASSOCIATION	03/22/2019	21189	110	DED:4019 LDF MEMBRS	\$13.00
		03/22/2019	21189	110	DED:4020 PMA MEMBRS	\$227.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$240.50
V31858	BREA TOWING	03/22/2019	16399	110212121	TOWING 1902-1087 2/15	\$155.00

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BREA TOWING						Total Check Amount: \$155.00
V31859	KATHY A BREAUX	03/22/2019	5320	110404214	MASTERPIECES CLASS	\$294.00
KATHY A BREAUX						Total Check Amount: \$294.00
V31860	BUTLER CHEMICALS, INC.	03/22/2019	6515	490515151	D-LIME:SR CTR DW	\$91.59
		03/22/2019	6515	490515151	SR CTR DW SVC FEB19	\$167.01
BUTLER CHEMICALS, INC.						Total Check Amount: \$258.60
V31861	C. WELLS PIPELINE MATERIALS INC	03/22/2019	13055	420515131	PRESSURE REDCNG VALVE	\$4,848.75
C. WELLS PIPELINE MATERIALS INC						Total Check Amount: \$4,848.75
V31862	CABINET MAGIC, INC.	03/22/2019	19581	181404250	TEEN ZONE CABINETS	\$9,300.00
CABINET MAGIC, INC.						Total Check Amount: \$9,300.00
V31863	CANNINGS ACE HARDWARE	03/22/2019	15828	480515161	SHOP SUPPLIES	\$175.40
CANNINGS ACE HARDWARE						Total Check Amount: \$175.40
V31864	CDW GOVERNMENT INC.	03/22/2019	18205	475141471	ADOBE ACROBAT LICNSES	\$3,440.00
		03/22/2019	18205	475141471	ADOBE CCE LIC/MNT	\$1,300.00
		03/22/2019	18205	475141471	ADOBE PHOTOSHOP	\$215.00
CDW GOVERNMENT INC.						Total Check Amount: \$4,955.00
V31865	CERTIFIED LANGUAGES INTERNATIONAL	03/22/2019	26534	420141421	TRANSLATION SERVICES	\$10.15
CERTIFIED LANGUAGES INTERNATIONAL						Total Check Amount: \$10.15
V31866	CHANDLER ASSET MANAGEMENT, INC.	03/22/2019	4375	110000000	INV MGMT CITY MAR19	\$18.74
		03/22/2019	4375	420141424	INV MGMT CITY MAR19	\$232.97
		03/22/2019	4375	875000000	INV MGMT CITY MAR19	\$48.26
		03/22/2019	4375	890000000	INV MGMT CITY MAR19	\$32.57
		03/22/2019	4375	930000000	INV MGMT CITY MAR19	\$4,147.97
CHANDLER ASSET MANAGEMENT, INC.						Total Check Amount: \$4,480.51
V31867	CIGNA BEHAVIORAL HEALTH, INC.	03/22/2019	26628	110141481	EAP SERVICES MAR19	\$1,125.69
CIGNA BEHAVIORAL HEALTH, INC.						Total Check Amount: \$1,125.69
V31868	CLIMATEC LLC	03/22/2019	23618	490515151	QUARTERLY ALERTON SVC	\$1,475.00
CLIMATEC LLC						Total Check Amount: \$1,475.00
V31869	CLINICAL LABORATORY OF	03/22/2019	3390	420515131	WATER SAMPLING FEB19	\$1,062.00
CLINICAL LABORATORY OF						Total Check Amount: \$1,062.00
V31870	COMLOCK SECURITY-GROUP	03/22/2019	13625	480515161	KEY RINGS & TAGS	\$51.72
		03/22/2019	13625	480515161	SPARE KEYS	\$35.02
		03/22/2019	13625	490515151	LOCKS & KEYS	\$113.64
COMLOCK SECURITY-GROUP						Total Check Amount: \$200.38
V31871	CONTROLLED MOTION SOLUTIONS INC	03/22/2019	19789	480515161	VACTOR HOSE REPAIR	\$100.00
CONTROLLED MOTION SOLUTIONS INC						Total Check Amount: \$100.00
V31872	CORE & MAIN LP	03/22/2019	27049	420515131	CREDIT TO M0036899	(\$228.97)
		03/22/2019	27049	420515131	WATER METERS	\$3,268.23

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CORE & MAIN LP					Total Check Amount:	\$3,039.26
V31873	DE LAGE LANDEN FINANCIAL SERVICES	03/22/2019	23311	110141441	DISPATCH 2/15-3/14	\$238.50
		03/22/2019	23311	110141441	FIRE STN #1 2/15-3/14	\$88.13
		03/22/2019	23311	110141441	FIRE STN #2 2/15-3/14	\$255.06
		03/22/2019	23311	110141441	FIRE STN #4 2/15-3/14	\$88.13
		03/22/2019	23311	110141441	SR CTR 2/15-3/14	\$238.51
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$908.33
V31874	DOG DEALERS, INC	03/22/2019	3573	110404145	DOG OBEDIENCE TRNG	\$49.00
DOG DEALERS, INC					Total Check Amount:	\$49.00
V31875	E.J. WARD INC	03/22/2019	11309	480515161	UPD FUEL ISLND TRMNLS	\$360.00
E.J. WARD INC					Total Check Amount:	\$360.00
V31876	ENTERPRISE FM TRUST	03/22/2019	15895	110212121	CH TAHOE LEASE MAR19	\$697.97
ENTERPRISE FM TRUST					Total Check Amount:	\$697.97
V31877	EQUIPMENT DIRECT INC	03/22/2019	4522	480515161	HARD HATS/GLOVES	\$79.39
EQUIPMENT DIRECT INC					Total Check Amount:	\$79.39
V31878	FILARSKY & WATT LLP	03/22/2019	2043	110141481	PROF SVCS FEB 2019	\$1,162.50
FILARSKY & WATT LLP					Total Check Amount:	\$1,162.50
V31879	FIREFIGHTERS SAFETY CENTER	03/22/2019	18485	174222222	CLOTHING	\$10.78
FIREFIGHTERS SAFETY CENTER					Total Check Amount:	\$10.78
V31880	FLEET SERVICES	03/22/2019	5658	480515161	AIR SYSTEM VALVE	\$146.94
FLEET SERVICES					Total Check Amount:	\$146.94
V31881	FORENSIC LOGIC, LLC	03/22/2019	27848	950000000	ILJAOC:COPLNK JAN-JUN	\$17,815.00
		03/22/2019	27848	950000000	ILJAOC:DS INT JAN-JUN	\$66,827.00
FORENSIC LOGIC, LLC					Total Check Amount:	\$84,642.00
V31882	FUSCOE ENGINEERING, INC.	03/22/2019	18052	110000000	PLAN CHECK SVCS JAN19	\$648.00
		03/22/2019	18052	410515132	NPDES TECH SUPP JAN19	\$814.50
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$1,462.50
V31883	GALLS/QUARTERMASTER	03/22/2019	16493	110222221	COLLAR PINS	\$21.70
		03/22/2019	16493	110222221	RETURN:COLLAR PINS	(\$10.75)
GALLS/QUARTERMASTER					Total Check Amount:	\$10.95
V31884	GENERAL PUMP COMPANY	03/22/2019	16281	420515131	BOOSTER5 MOTOR REPAIR	\$18,345.31
GENERAL PUMP COMPANY					Total Check Amount:	\$18,345.31
V31885	GEORGE HILLS COMPANY	03/22/2019	27340	470141483	CLAIMS MGMT FEE MAR19	\$515.00
		03/22/2019	27340	470141483	INDX BUREAU FEE/POSTGE	\$56.99
GEORGE HILLS COMPANY					Total Check Amount:	\$571.99
V31886	DON GOLDEN	03/22/2019	10729	110000000	INSP SVCS 2/28-3/13	\$5,427.43
		03/22/2019	10729	110323242	INSP SVCS 2/28-3/13	\$32.12
DON GOLDEN					Total Check Amount:	\$5,459.55
V31887	HAAKER EQUIPMENT CO.	03/22/2019	4297	480515161	VACTOR WTR CTRL VALVE	\$744.21

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HAAKER EQUIPMENT CO.					Total Check Amount:	\$744.21
V31888	HACE INC.	03/22/2019	27807	510707944	RECL JAN19 CHGS TO PO	(\$3,400.00)
		03/22/2019	27807	510707944	SR CTR KTCHN DSGN FEB	\$3,000.00
		03/22/2019	27807	510707944	SR CTR KTCHN DSGN JAN	\$3,400.00
HACE INC.					Total Check Amount:	\$3,000.00
V31889	HCI SYSTEMS INC	03/22/2019	25112	490515151	5-YR INSP @FIRE STN 2	\$1,233.00
HCI SYSTEMS INC					Total Check Amount:	\$1,233.00
V31890	HOUSING PROGRAMS	03/22/2019	26542	290323215	HOUSING REHAB DEC-FEB	\$2,050.00
HOUSING PROGRAMS					Total Check Amount:	\$2,050.00
V31891	ITRON, INC.	03/22/2019	3773	420515131	ELECTR READNG TRNSMTR	\$4,718.51
ITRON, INC.					Total Check Amount:	\$4,718.51
V31892	JAX AUTO	03/22/2019	20187	480515161	27007 SMOG INSPECTION	\$49.95
JAX AUTO					Total Check Amount:	\$49.95
V31893	KEENAN & ASSOCIATES	03/22/2019	22439	470141483	2019 WORKERS' COMP #4	\$9,274.50
KEENAN & ASSOCIATES					Total Check Amount:	\$9,274.50
V31894	KELLY PAPER	03/22/2019	7039	110141441	PAPER	\$163.47
KELLY PAPER					Total Check Amount:	\$163.47
V31895	L.N. CURTIS & SONS	03/22/2019	1053	110222223	FIRE TRUCK TOOLS	\$86.02
L.N. CURTIS & SONS					Total Check Amount:	\$86.02
V31896	LEHR	03/22/2019	26035	480515161	957 SECURE IDLE/PRGRM	\$1,378.75
		03/22/2019	26035	480515161	AMBER LED LTS/BEZELS	\$355.38
		03/22/2019	26035	480515161	PD SECURE IDLE/PROGRM	\$1,378.75
LEHR					Total Check Amount:	\$3,112.88
V31897	LIBERTY PAINTING & RESTORATION, INC	03/22/2019	25899	420515131	BRCKR PMPHS PAINTPROJ	\$2,090.00
LIBERTY PAINTING & RESTORATION, INC					Total Check Amount:	\$2,090.00
V31898	LINCOLN AQUATICS	03/22/2019	17902	110404422	POOL CHEMICALS	\$363.27
LINCOLN AQUATICS					Total Check Amount:	\$363.27
V31899	MINER, LTD	03/22/2019	27173	490515151	CCC P-2 GATE REPAIR	\$218.75
		03/22/2019	27173	490515151	FIRE STN1 DOOR REPAIR	\$2,068.70
MINER, LTD					Total Check Amount:	\$2,287.45
V31901	ONWARD ENGINEERING	03/22/2019	22106	110000000	INSP SVCS FEB 2019	\$11,436.50
		03/22/2019	22106	110515171	INSP SVCS FEB 2019	\$1,735.50
ONWARD ENGINEERING					Total Check Amount:	\$13,172.00
V31902	ORANGE COUNTY SANITATION DIST.	03/22/2019	14689	110	RES SEWER FEES FEB19	\$731.00
		03/22/2019	14689	110000000	5% COLL:RES SF FEB19	(\$36.55)
ORANGE COUNTY SANITATION DIST.					Total Check Amount:	\$694.45
V31903	ORANGE COUNTY UNITED WAY	03/22/2019	3451	110	DED:5005 UNITED WAY	\$12.40
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$12.40
V31904	PARACLETE FIRE AND SAFETY, INC.	03/22/2019	17760	110515125	FIRE BOX PLEXI-GLASS	\$339.41

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PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$339.41
V31905	PRINT & FINISHING SOLUTIONS	03/22/2019	21135	110141441	SUPPLIES	\$457.24
PRINT & FINISHING SOLUTIONS					Total Check Amount:	\$457.24
V31906	RCS INVESTIGATIONS & CONSULTING LLC	03/22/2019	22534	110212111	BCKGRND INVESTIGATION	\$650.00
RCS INVESTIGATIONS & CONSULTING LLC					Total Check Amount:	\$650.00
V31907	RICHARDS, WATSON & GERSHON	03/22/2019	8978	410515132	0162 SA/MS4 NPDES JAN	\$105.30
		03/22/2019	8978	510707251	0145 57/LAMBERT JAN19	\$1,402.50
		03/22/2019	8978	510707251	171 OLEN POINTE JAN19	\$3,805.38
		03/22/2019	8978	510707251	172 KING Y CHAI JAN19	\$6,675.52
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$11,988.70
V31908	RIVELLE CONSULTING SERVICES	03/22/2019	20208	470141483	CONSULTING SERVICES	\$500.00
RIVELLE CONSULTING SERVICES					Total Check Amount:	\$500.00
V31909	ROTH STAFFING COMPANIES LP	03/22/2019	27579	110141431	TEMP STAFF 2/11-2/17	\$929.04
		03/22/2019	27579	420141431	TEMP STAFF 2/11-2/17	\$278.71
		03/22/2019	27579	430141431	TEMP STAFF 2/11-2/17	\$278.71
		03/22/2019	27579	630141432	TEMP STAFF 2/11-2/17	\$371.61
ROTH STAFFING COMPANIES LP					Total Check Amount:	\$1,858.07
V31910	SMART & FINAL	03/22/2019	3269	110404214	SPRNG BOUTIQUE SNACKS	\$96.40
		03/22/2019	3269	110404425	TINY TOTS FOOD	\$76.23
		03/22/2019	3269	110404429	ASP CAFE/DANCE SUPPLS	\$361.12
SMART & FINAL					Total Check Amount:	\$533.75
V31911	SNAP-ON INDUSTRIAL	03/22/2019	17125	480515161	PRYBAR/KEY	\$65.98
SNAP-ON INDUSTRIAL					Total Check Amount:	\$65.98
V31912	SOUTH COAST EMERGENCY VEHICLE SVC	03/22/2019	18619	480515161	30" FAN BLADE	\$1,084.64
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$1,084.64
V31913	STAGELIGHT PERFORMING ARTS	03/22/2019	25172	110404145	DANCE CLASSES	\$292.50
STAGELIGHT PERFORMING ARTS					Total Check Amount:	\$292.50
V31914	STAPLES TECHNOLOGY SOLUTIONS	03/22/2019	22888	110111151	TONERS	\$441.56
		03/22/2019	22888	110515111	TONERS	\$314.37
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$755.93
V31915	STATE INDUSTRIAL PRODUCTS	03/22/2019	8572	480515161	BLACK & WHITE PAINT	\$606.42
STATE INDUSTRIAL PRODUCTS					Total Check Amount:	\$606.42
V31916	SUPERIOR ALARM SYSTEMS	03/22/2019	11074	110404211	BCC ALARM JAN-MAR19	\$255.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$255.00
V31917	TECHNICOLOR PRINTING	03/22/2019	24354	110404223	STAFF SHIRTS	\$409.29
TECHNICOLOR PRINTING					Total Check Amount:	\$409.29
V31918	TENNIS ANYONE ACADEMY	03/22/2019	12688	110404145	TENNIS LESSONS	\$1,278.50
TENNIS ANYONE ACADEMY					Total Check Amount:	\$1,278.50

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V31919	THOMSON REUTERS - WEST	03/22/2019	22020	110212121	WEST INFO CHGS FEB19	\$379.46
THOMSON REUTERS - WEST					Total Check Amount:	\$379.46
V31920	THYSSENKRUPP ELEVATOR	03/22/2019	10308	110515125	ELEVATOR SVC @ DT PS1	\$913.72
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$913.72
V31921	TIFCO INDUSTRIES	03/22/2019	8995	480515161	STOCK ORDR NUTS/BOLTS	\$266.90
TIFCO INDUSTRIES					Total Check Amount:	\$266.90
V31922	TITAN WATER TECHNOLOGY, INC.	03/22/2019	25776	490515151	HVAC WTR TREATMNT MAR	\$415.00
TITAN WATER TECHNOLOGY, INC.					Total Check Amount:	\$415.00
V31923	TURBO DATA SYSTEMS, INC.	03/22/2019	1472	110212122	CITATION PROC FEB19	\$929.79
		03/22/2019	1472	110212132	HH LEASE TPM FEB19	\$258.60
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$1,188.39
V31924	UNITED ROTARY BRUSH CORPORATION	03/22/2019	16649	480515161	SWEEPER BROOM	\$117.85
		03/22/2019	16649	480515161	SWEEPER BROOMS (2)	\$471.38
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$589.23
V31925	VISTA PAINT CORPORATION	03/22/2019	4573	110515125	CRED#722136-00 DT PS2	(\$281.03)
		03/22/2019	4573	110515125	PAINT PROJ @ DT PS2	\$1,755.55
VISTA PAINT CORPORATION					Total Check Amount:	\$1,474.52
V31926	WALTERS WHOLESALE ELECTRIC	03/22/2019	1667	490515151	LED PHOTOCELL	\$40.27
		03/22/2019	1667	490515151	PHOTOCELL	\$80.54
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$120.81
V31927	WEST COAST SAND & GRAVEL, INC.	03/22/2019	11519	420515131	BASE	\$644.35
		03/22/2019	11519	420515131	SAND	\$386.21
WEST COAST SAND & GRAVEL, INC.					Total Check Amount:	\$1,030.56
V31928	SARA WOODWARD	03/22/2019	26083	110212122	FEB 2019 MILEAGE	\$85.61
SARA WOODWARD					Total Check Amount:	\$85.61
V31929	YOUNG REMBRANDTS	03/22/2019	15831	110404214	CARTOON DRAWING	\$384.00
YOUNG REMBRANDTS					Total Check Amount:	\$384.00
Voucher Subtotal						\$240,877.57
TOTAL						\$575,459.99

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180339	ALEX & ANI	03/29/2019	28385	110000000	DEVELOPER FEE REFUND	\$24.80
ALEX & ANI						Total Check Amount: \$24.80
180340	AT&T	03/29/2019	22050	475141471	6835986407 3/11-4/10	\$1,302.40
AT&T						Total Check Amount: \$1,302.40
180341	AT&T	03/29/2019	22390	475141471	7149110022 3/14/19	\$222.68
AT&T						Total Check Amount: \$222.68
180342	AT&T LONG DISTANCE	03/29/2019	1737	475141471	807752441 2/4/2019	\$21.33
		03/29/2019	1737	475141471	807752441 3/4/19	\$21.33
AT&T LONG DISTANCE						Total Check Amount: \$42.66
180343	BAKER FURNANCE	03/29/2019	28419	110000000	DEVELOPER FEE REFUND	\$324.09
BAKER FURNANCE						Total Check Amount: \$324.09
180344	BMLA INCORPORATED	03/29/2019	28095	510707936	LAMBERT MEDIAN DESIGN	\$4,510.00
BMLA INCORPORATED						Total Check Amount: \$4,510.00
180345	BPAP E. 100 & 120 LLC	03/29/2019	28389	110000000	DEVELOPER FEE REFUND	\$2,594.12
BPAP E. 100 & 120 LLC						Total Check Amount: \$2,594.12
180346	BREA CORPORATE PARK II LLC	03/29/2019	28418	110000000	DEVELOPER FEE REFUND	\$195.35
BREA CORPORATE PARK II LLC						Total Check Amount: \$195.35
180347	BREA PROFESSIONAL FIREFIGHTERS ASSN	03/29/2019	17883	110222211	CHALLNGE COINS/SHIRTS	\$230.00
BREA PROFESSIONAL FIREFIGHTERS ASSN						Total Check Amount: \$230.00
180348	BREA OLINDA COUNSELING CTR.	03/29/2019	28396	110000000	DEVELOPER FEE REFUND	\$602.02
BREA OLINDA COUNSELING CTR.						Total Check Amount: \$602.02
180349	BREA OLINDA UNIFIED SCHOOL DISTRICT	03/29/2019	1970	110111151	COB:EPIC AWRDS ENTRY	\$70.00
BREA OLINDA UNIFIED SCHOOL DISTRICT						Total Check Amount: \$70.00
180350	BREA UNION PLAZA 1 LLC	03/29/2019	25703	110000000	DEVELOPER FEE REFUND	\$470.36
BREA UNION PLAZA 1 LLC						Total Check Amount: \$470.36
180351	ERIC BROCKI	03/29/2019	28395	110000000	DEVELOPER FEE REFUND	\$142.74
ERIC BROCKI						Total Check Amount: \$142.74
180352	BURLINGTON	03/29/2019	28390	110000000	DEVELOPER FEE REFUND	\$2,556.28
BURLINGTON						Total Check Amount: \$2,556.28
180353	ROBERT AND SUSAN CAPISLE	03/29/2019	28412	110000000	DEVELOPER FEE REFUND	\$132.00
ROBERT AND SUSAN CAPISLE						Total Check Amount: \$132.00
180354	PHILLIP CARY	03/29/2019	28416	110000000	DEVELOPER FEE REFUND	\$146.00
PHILLIP CARY						Total Check Amount: \$146.00
180355	CENTRAL POWDER COATING INC.	03/29/2019	8508	490515151	BRACKETS, AEROBIC RM	\$145.46
CENTRAL POWDER COATING INC.						Total Check Amount: \$145.46
180356	CHIPPER LOWELL	03/29/2019	28378	110404542	THE CHIPPER EXP 1/819	\$5,000.00
CHIPPER LOWELL						Total Check Amount: \$5,000.00
180357	CHI WAH SIMON CHOU	03/29/2019	28403	110000000	DEVELOPER FEE REFUND	\$225.50
CHI WAH SIMON CHOU						Total Check Amount: \$225.50

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180358	WILL AND/OR ROSA CLARK	03/29/2019	25188	110000000	DEVELOPER FEE REFUND	\$204.50
WILL AND/OR ROSA CLARK					Total Check Amount:	\$204.50
180359	CNA INSURANCE COMPANY	03/29/2019	19497	110000000	DEVELOPER FEE REFUND	\$93.38
CNA INSURANCE COMPANY					Total Check Amount:	\$93.38
180360	JERRY CODEKAS	03/29/2019	28393	110000000	DEVELOPER FEE REFUND	\$230.76
JERRY CODEKAS					Total Check Amount:	\$230.76
180361	CORELOGIC	03/29/2019	25542	280323215	REAL EST LISTNG FEB19	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
180362	THE COUNSELING TEAM INTERNATIONAL	03/29/2019	13933	110222221	EMPL SUPPORT SVCS FEB	\$220.00
THE COUNSELING TEAM INTERNATIONAL					Total Check Amount:	\$220.00
180363	COUNTY OF ORANGE	03/29/2019	4799	410515132	18/19 STORMWATR SHARE	\$75,670.28
COUNTY OF ORANGE					Total Check Amount:	\$75,670.28
180364	COUNTY OF ORANGE	03/29/2019	4799	110212133	COMM CHGS BR1 FEB19	\$88.00
COUNTY OF ORANGE					Total Check Amount:	\$88.00
180365	SOUTHERN CALIFORNIA EDISON	03/29/2019	3343	110515121	ELECTRICITY FEB/MAR19	\$4,087.32
		03/29/2019	3343	110515148	ELECTRICITY FEB/MAR19	\$43.55
		03/29/2019	3343	490515151	ELECTRICITY FEB/MAR19	\$5,463.88
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$9,594.75
180366	STEVE ENGLEBRECHT	03/29/2019	28392	110000000	DEVELOPER FEE REFUND	\$130.98
STEVE ENGLEBRECHT					Total Check Amount:	\$130.98
180367	FIX AUTO BREA	03/29/2019	28368	480515161	973 ACCIDENT REPAIR	\$822.65
FIX AUTO BREA					Total Check Amount:	\$822.65
180368	FLEETPRIDE, INC.	03/29/2019	8245	480515161	AIR SYSTEM VALVES	\$174.36
FLEETPRIDE, INC.					Total Check Amount:	\$174.36
180369	JOHN FRITZE	03/29/2019	28424	110000000	DEVELOPER FEE REFUND	\$114.00
JOHN FRITZE					Total Check Amount:	\$114.00
180370	FRONTIER COMMUNICATIONS	03/29/2019	26183	475141471	562 1820146 3/16-4/15	\$44.73
FRONTIER COMMUNICATIONS					Total Check Amount:	\$44.73
180371	KENT FUNG	03/29/2019	28381	110000000	DEVELOPER FEE REFUND	\$57.24
KENT FUNG					Total Check Amount:	\$57.24
180372	DIANNA FUSCO	03/29/2019	28402	110000000	DEVELOPER FEE REFUND	\$103.74
DIANNA FUSCO					Total Check Amount:	\$103.74
180373	THE GAS COMPANY	03/29/2019	3749	490515151	GAS FEB/MARCH 19	\$5,770.85
THE GAS COMPANY					Total Check Amount:	\$5,770.85
180374	GLOBAL JAZZ, INC.	03/29/2019	26663	110404542	RADIOSPOTS:JZZCONCERT	\$750.00
GLOBAL JAZZ, INC.					Total Check Amount:	\$750.00
180375	MIGUEL GONZALES	03/29/2019	28426	110000000	DEVELOPER FEE REFUND	\$123.24
MIGUEL GONZALES					Total Check Amount:	\$123.24
180376	THE GRAND/JOHN MAI	03/29/2019	28410	110000000	DEVELOPER FEE REFUND	\$146.54

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
THE GRAND/JOHN MAI						Total Check Amount: \$146.54
180377	EDWARD GRIBBLE	03/29/2019	28407	110000000	DEVELOPER FEE REFUND	\$188.98
EDWARD GRIBBLE						Total Check Amount: \$188.98
180378	JASON HALLIDAY	03/29/2019	28405	110000000	DEVELOPER FEE REFUND	\$197.50
JASON HALLIDAY						Total Check Amount: \$197.50
180379	EIICHIRO HAMABATA	03/29/2019	28401	110000000	DEVELOPER FEE REFUND	\$366.50
EIICHIRO HAMABATA						Total Check Amount: \$366.50
180380	HF&H CONSULTANTS, LLC	03/29/2019	27542	440515122	SOLIDWASTE SVCS FEB19	\$4,121.52
HF&H CONSULTANTS, LLC						Total Check Amount: \$4,121.52
180381	BILL HIGGINS	03/29/2019	28398	110000000	DEVELOPER FEE REFUND	\$158.24
BILL HIGGINS						Total Check Amount: \$158.24
180382	HINES MANAGEMENT / BREA PLACE	03/29/2019	26419	110000000	DEVELOPER FEE REFUND	\$853.57
HINES MANAGEMENT / BREA PLACE						Total Check Amount: \$853.57
180383	JOHN AND/OR KATIE HO	03/29/2019	28380	110000000	DEVELOPER FEE REFUND	\$101.24
JOHN AND/OR KATIE HO						Total Check Amount: \$101.24
180384	HOMEOWNERS EQUITY CORP	03/29/2019	28374	420000000	CLOSED WATER ACCOUNT	\$9.28
HOMEOWNERS EQUITY CORP						Total Check Amount: \$9.28
180385	SUSAN HOUP	03/29/2019	28422	110000000	DEVELOPER FEE REFUND	\$25.35
SUSAN HOUP						Total Check Amount: \$25.35
180386	INTELESYSONE, INC.	03/29/2019	28212	475141471	DISPTCH PHN CABLE RPR	\$332.13
INTELESYSONE, INC.						Total Check Amount: \$332.13
180387	INTELLI-TECH	03/29/2019	8774	475141471	ERGOTRON MOUNTING ARM	\$132.53
INTELLI-TECH						Total Check Amount: \$132.53
180388	JOHN AND/OR LANA KIRKHAM	03/29/2019	28408	110000000	DEVELOPER FEE REFUND	\$230.74
JOHN AND/OR LANA KIRKHAM						Total Check Amount: \$230.74
180389	RICHARD A LENNING	03/29/2019	28409	110000000	DEVELOPER FEE REFUND	\$66.50
RICHARD A LENNING						Total Check Amount: \$66.50
180390	YUTING LIN	03/29/2019	28435	420000000	CLOSED WATER ACCOUNT	\$148.40
YUTING LIN						Total Check Amount: \$148.40
180391	CAM LOCKWOOD	03/29/2019	28386	110000000	DEVELOPER FEE REFUND	\$312.41
CAM LOCKWOOD						Total Check Amount: \$312.41
180392	MANLEY INVESTMENT MANAGEMENT	03/29/2019	28421	110000000	DEVELOPER FEE REFUND	\$284.12
MANLEY INVESTMENT MANAGEMENT						Total Check Amount: \$284.12
180393	WILLIAM AND/OR JANET MCGARVEY	03/29/2019	17020	110000000	DEVELOPER FEE REFUND	\$31.32
WILLIAM AND/OR JANET MCGARVEY						Total Check Amount: \$31.32
180394	MEDPOST URGENT CARE - BREA	03/29/2019	27547	110141481	MED SERVICES MAR 2019	\$735.00
MEDPOST URGENT CARE - BREA						Total Check Amount: \$735.00
180395	SERENA ZHAO AND MIKE MENG	03/29/2019	28413	110000000	DEVELOPER FEE REFUND	\$135.42
SERENA ZHAO AND MIKE MENG						Total Check Amount: \$135.42

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180396	MF BREA, LLC	03/29/2019	28320	110000000	DEVELOPER FEE REFUND	\$114.04
MF BREA, LLC						Total Check Amount: \$114.04
180397	PAUL MORAVEK	03/29/2019	28423	110000000	DEVELOPER FEE REFUND	\$182.46
PAUL MORAVEK						Total Check Amount: \$182.46
180398	MOTOROLA SOLUTIONS, INC.	03/29/2019	22012	475141471	SPLLMAN CAD/RMS 19/20	\$78,422.42
MOTOROLA SOLUTIONS, INC.						Total Check Amount: \$78,422.42
180399	JOHN AND/OR SUSIE NAREY	03/29/2019	24716	110000000	DEVELOPER FEE REFUND	\$313.35
JOHN AND/OR SUSIE NAREY						Total Check Amount: \$313.35
180400	NUVIS LANDSCAPE ARCHITECTURE	03/29/2019	28071	360515147	DOGPRK SURFACNG MAR19	\$2,260.00
NUVIS LANDSCAPE ARCHITECTURE						Total Check Amount: \$2,260.00
180401	OCCPSA	03/29/2019	25337	110212111	OCCPSA ADMIN LUNCH	\$74.00
OCCPSA						Total Check Amount: \$74.00
180402	OC HUMAN RESOURCES CONSORTIUM OCHRC	03/29/2019	25961	110141481	2019 OCHRC MEMBERSHIP	\$250.00
OC HUMAN RESOURCES CONSORTIUM OCHRC						Total Check Amount: \$250.00
180403	OFFICE DEPOT, INC	03/29/2019	4743	110212111	OFFICE SUPPLIES	\$69.84
		03/29/2019	4743	110212121	OFFICE SUPPLIES	\$202.55
		03/29/2019	4743	110404311	OFFICE SUPPLIES	\$373.23
OFFICE DEPOT, INC						Total Check Amount: \$645.62
180404	KETAN PATEL	03/29/2019	28414	110000000	DEVELOPER FEE REFUND	\$51.85
KETAN PATEL						Total Check Amount: \$51.85
180405	CRYSTAL PHAM	03/29/2019	28417	110000000	DEVELOPER FEE REFUND	\$107.03
CRYSTAL PHAM						Total Check Amount: \$107.03
180406	PIEDMONT OFFICE REALTY TRUST	03/29/2019	28415	110000000	DEVELOPER FEE REFUND	\$1,718.42
PIEDMONT OFFICE REALTY TRUST						Total Check Amount: \$1,718.42
180407	JEANNINE PIVOVARNIK	03/29/2019	28351	110000000	CITATION REFUND	\$28.00
JEANNINE PIVOVARNIK						Total Check Amount: \$28.00
180408	PLUMBING WHOLESALE OUTLET, INC.	03/29/2019	18392	490515151	SHWR HEADS:PD LOCKERS	\$87.20
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$87.20
180409	CARLOS & CHARLENE RAMOS	03/29/2019	28382	110000000	DEVELOPER FEE REFUND	\$127.38
CARLOS & CHARLENE RAMOS						Total Check Amount: \$127.38
180410	JOSUE RODRIGUEZ	03/29/2019	28399	110000000	DEVELOPER FEE REFUND	\$54.00
JOSUE RODRIGUEZ						Total Check Amount: \$54.00
180411	CRAIG ROSE	03/29/2019	28379	110000000	DEVELOPER FEE REFUND	\$124.00
CRAIG ROSE						Total Check Amount: \$124.00
180412	THOMAS ROSLANSKY	03/29/2019	28383	110000000	DEVELOPER FEE REFUND	\$355.97
THOMAS ROSLANSKY						Total Check Amount: \$355.97
180413	SKIN LAUNDRY	03/29/2019	28391	110000000	DEVELOPER FEE REFUND	\$358.39
SKIN LAUNDRY						Total Check Amount: \$358.39

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180414	SO. CALIFORNIA FLEET SVCS. INC	03/29/2019	27570	480515161	LED LIGHTS	\$139.19
SO. CALIFORNIA FLEET SVCS. INC					Total Check Amount:	\$139.19
180415	LARRY SPICK	03/29/2019	28420	110000000	DEVELOPER FEE REFUND	\$332.00
LARRY SPICK					Total Check Amount:	\$332.00
180416	SPRINT (AMY KAGEL)	03/29/2019	28384	110000000	DEVELOPER FEE REFUND	\$307.00
SPRINT (AMY KAGEL)					Total Check Amount:	\$307.00
180417	STONEFIRE GRILL	03/29/2019	28387	110000000	DEVELOPER FEE REFUND	\$280.59
STONEFIRE GRILL					Total Check Amount:	\$280.59
180418	CAROL SUMMERS AND/OR CHARLES EARLL	03/29/2019	28376	420000000	CLOSED WATER ACCOUNT	\$38.82
CAROL SUMMERS AND/OR CHARLES EARLL					Total Check Amount:	\$38.82
180419	T2 TEA	03/29/2019	28397	110000000	DEVELOPER FEE REFUND	\$853.65
T2 TEA					Total Check Amount:	\$853.65
180420	RICK TECERA	03/29/2019	28388	110000000	DEVELOPER FEE REFUND	\$16.38
RICK TECERA					Total Check Amount:	\$16.38
180421	JUDITH & JOHN TERGINA	03/29/2019	28404	110000000	DEVELOPER FEE REFUND	\$230.74
JUDITH & JOHN TERGINA					Total Check Amount:	\$230.74
180422	BOBBY TERRANCE	03/29/2019	28406	110000000	DEVELOPER FEE REFUND	\$272.50
BOBBY TERRANCE					Total Check Amount:	\$272.50
180423	GREGORY & SANDRA TREVINO	03/29/2019	28394	110000000	DEVELOPER FEE REFUND	\$113.62
GREGORY & SANDRA TREVINO					Total Check Amount:	\$113.62
180424	VERIZON CONNECT NWF, INC.	03/29/2019	25293	480515161	PW GPS FEES FEB 2019	\$893.00
VERIZON CONNECT NWF, INC.					Total Check Amount:	\$893.00
180425	VIRTUAL COMPOSITES	03/29/2019	28411	110000000	DEVELOPER FEE REFUND	\$270.33
VIRTUAL COMPOSITES					Total Check Amount:	\$270.33
180426	KELLY WALKER	03/29/2019	19627	110000000	STARTUP:PET EXPO 2019	\$1,000.00
KELLY WALKER					Total Check Amount:	\$1,000.00
180427	WALMART STORES INC.	03/29/2019	17665	110000000	DEVELOPER FEE REFUND	\$106.20
WALMART STORES INC.					Total Check Amount:	\$106.20
180428	WEST COAST MEATS	03/29/2019	28427	110000000	DEVELOPER FEE REFUND	\$1,372.23
WEST COAST MEATS					Total Check Amount:	\$1,372.23
180429	WESTERN NATIONAL BUILDERS	03/29/2019	28377	420000000	CLOSED WATER ACCOUNT	\$263.96
WESTERN NATIONAL BUILDERS					Total Check Amount:	\$263.96
180430	MARK WILKERSON	03/29/2019	28375	420000000	CLOSED WATER ACCOUNT	\$11.25
MARK WILKERSON					Total Check Amount:	\$11.25
180431	HONGWEI WU	03/29/2019	28433	420000000	CLOSED WATER ACCOUNT	\$20.00
HONGWEI WU					Total Check Amount:	\$20.00
180432	EDWIN YOUNG	03/29/2019	28400	110000000	DEVELOPER FEE REFUND	\$183.00
EDWIN YOUNG					Total Check Amount:	\$183.00
180433	JEN SHYANG ZANG	03/29/2019	28373	420000000	CLOSED WATER ACCOUNT	\$105.15

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
JEN SHYANG ZANG						Total Check Amount: \$105.15
						Check Subtotal \$213,975.95
V31930	ALTEC INDUSTRIES INC	03/29/2019	4668	480515161	LIFT REPAIR & DECALS	\$553.20
		03/29/2019	4668	480515161	LIFT TRCK BOOM TRIGGR	\$1,456.12
ALTEC INDUSTRIES INC						Total Check Amount: \$2,009.32
V31931	ALTERNATIVE HOSE, INC.	03/29/2019	18488	480515161	HOSE ASSY/DISCHG HOSE	\$214.34
ALTERNATIVE HOSE, INC.						Total Check Amount: \$214.34
V31932	RONALD ARISTONDO	03/29/2019	28436	110222231	TRAINING MILEAGE	\$216.92
RONALD ARISTONDO						Total Check Amount: \$216.92
V31933	AVAYA, INC	03/29/2019	15557	475141471	PHONE SYSTEM SUPPORT	\$13,963.24
AVAYA, INC						Total Check Amount: \$13,963.24
V31934	AVCOGAS PROPANE SALES & SERVICES	03/29/2019	22047	480515161	PETROLEUM 405 GAL	\$1,088.65
		03/29/2019	22047	480515161	PETROLEUM 419.9 GAL	\$1,164.66
AVCOGAS PROPANE SALES & SERVICES						Total Check Amount: \$2,253.31
V31935	B & S GRAPHICS INC.	03/29/2019	24357	480515161	DECALS	\$1,401.48
B & S GRAPHICS INC.						Total Check Amount: \$1,401.48
V31936	BAXTER'S FRAME WORKS & BADGE FRAME	03/29/2019	24424	110212131	NAME PLATE	\$23.60
BAXTER'S FRAME WORKS & BADGE FRAME						Total Check Amount: \$23.60
V31937	BEN'S ASPHALT, INC..	03/29/2019	1808	110515127	BCC ASPHALT REPAIRS	\$29,645.13
BEN'S ASPHALT, INC..						Total Check Amount: \$29,645.13
V31938	BEST LAWN MOWER SERVICE	03/29/2019	16230	480515161	CARB/AIR&FUEL FILTERS	\$169.21
		03/29/2019	16230	480515161	STIHL TRIMMER HEADS	\$151.50
BEST LAWN MOWER SERVICE						Total Check Amount: \$320.71
V31939	BREA DISPOSAL, INC	03/29/2019	3330	420515131	FEB 2019 RES TONNAGE	\$52,405.45
BREA DISPOSAL, INC						Total Check Amount: \$52,405.45
V31940	BREA/ORANGE COUNTY PLUMBING	03/29/2019	3781	490515151	PD WATER HEATER SVC	\$240.00
BREA/ORANGE COUNTY PLUMBING						Total Check Amount: \$240.00
V31941	BUCKNAM INFRASTRUCTURE GROUP, INC	03/29/2019	23775	110515121	2019 PMP UPDATE	\$2,229.55
BUCKNAM INFRASTRUCTURE GROUP, INC						Total Check Amount: \$2,229.55
V31942	BYRNE SOFTWARE TECHNOLOGIES, INC.	03/29/2019	27471	110323241	ACCELA IMP 11/3-11/9	\$330.00
		03/29/2019	27471	110323241	ACCELA IMPL 1013-1019	\$110.00
		03/29/2019	27471	110323241	ACCELA IMPL 1017-1102	\$220.00
BYRNE SOFTWARE TECHNOLOGIES, INC.						Total Check Amount: \$660.00
V31943	CAMERON WELDING SUPPLY	03/29/2019	22221	480515161	WELDING GAS	\$167.75
CAMERON WELDING SUPPLY						Total Check Amount: \$167.75
V31944	CANNINGS ACE HARDWARE	03/29/2019	15828	480515161	SCREWS	\$1.62
		03/29/2019	15828	480515161	SHOP SUPPLIES	\$27.01
CANNINGS ACE HARDWARE						Total Check Amount: \$28.63

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V31945	CDCE INCORPORATED	03/29/2019	19356	475141471	IBR1700ROUTER W/ WIFI	\$4,666.25
CDCE INCORPORATED					Total Check Amount:	\$4,666.25
V31946	CIVICPLUS	03/29/2019	23925	110323214	ECON DEV HEADER PKGE	\$4,293.45
CIVICPLUS					Total Check Amount:	\$4,293.45
V31947	DE LAGE LANDEN FINANCIAL SERVICES	03/29/2019	23311	110141441	FS3 COPY MACH LSE MAR	\$161.20
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$161.20
V31948	DELTA DENTAL PLAN OF CALIFORNIA	03/29/2019	3411	110	05-04253 DENTAL APR19	\$17,722.13
DELTA DENTAL PLAN OF CALIFORNIA					Total Check Amount:	\$17,722.13
V31949	DOG DEALERS, INC	03/29/2019	3573	110404214	PUPPY KINDER CLASS	\$86.00
DOG DEALERS, INC					Total Check Amount:	\$86.00
V31950	ECONOLITE SYSTEMS, INC.	03/29/2019	27147	110515121	E/O SGNAL MNT JAN/FEB	\$11,598.46
		03/29/2019	27147	110515121	MO. SIGNAL MNT FEB19	\$3,025.56
		03/29/2019	27147	510707212	E/O SGNAL MNT JAN/FEB	\$2,461.42
ECONOLITE SYSTEMS, INC.					Total Check Amount:	\$17,085.44
V31951	ENTENMANN ROVIN COMPANY	03/29/2019	3457	110212111	BADGES	\$818.23
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$818.23
V31952	GAIL EVERTSEN	03/29/2019	10141	110212111	MAR 2019 MILEAGE	\$23.90
GAIL EVERTSEN					Total Check Amount:	\$23.90
V31953	FLEET SERVICES	03/29/2019	5658	480515161	BRASS FITTINGS	\$260.11
FLEET SERVICES					Total Check Amount:	\$260.11
V31954	GRAINGER	03/29/2019	13634	110222211	BATTERIES	\$235.95
		03/29/2019	13634	480515161	RR ELECTRIC FAN	\$207.81
GRAINGER					Total Check Amount:	\$443.76
V31955	IMPRESSIVE SCREENWORKS	03/29/2019	1815	110111143	EMPL-PAID APPAREL	\$243.51
		03/29/2019	1815	110111143	NEW EMPL APPAREL	\$58.19
		03/29/2019	1815	110141411	NEW EMPL APPAREL	\$14.01
IMPRESSIVE SCREENWORKS					Total Check Amount:	\$315.71
V31956	INTERMOUNTAIN LOCK	03/29/2019	24978	490515151	LOCKSMITH SEMINAR	\$80.00
INTERMOUNTAIN LOCK					Total Check Amount:	\$80.00
V31957	ERIC JOHNSON	03/29/2019	26299	174222222	REIMB:PARAMEDIC BOOKS	\$430.35
ERIC JOHNSON					Total Check Amount:	\$430.35
V31958	KEYSER MARSTON ASSOCIATES, INC.	03/29/2019	25482	280323215	CONSULTING SVCS DEC18	\$337.50
		03/29/2019	25482	280323215	CONSULTING SVCS FEB19	\$1,552.50
		03/29/2019	25482	280323215	CONSULTING SVCS NOV18	\$2,160.00
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$4,050.00
V31959	KWIK KLEEN	03/29/2019	23771	480515161	PARTS WASHER SERVICE	\$150.00
KWIK KLEEN					Total Check Amount:	\$150.00
V31960	LEHR	03/29/2019	26035	480515161	958 IDLE SAFETY SWTCH	\$1,436.13
		03/29/2019	26035	480515161	LIGHT BEZELS	\$24.05

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
LEHR						Total Check Amount: \$1,460.18
V31961	LOS ANGELES TRUCK CENTERS, LLC	03/29/2019	7300	480515161	FIREPUMPR ENG REBUILD	\$16,357.93
LOS ANGELES TRUCK CENTERS, LLC						Total Check Amount: \$16,357.93
V31962	MAKE IT "PERSONAL"	03/29/2019	19203	110212131	MAILBOX NAME PLATES	\$11.22
MAKE IT "PERSONAL"						Total Check Amount: \$11.22
V31963	SUSAN MARTIN	03/29/2019	23655	110404523	COUNSELING SUPV FEB19	\$2,450.00
SUSAN MARTIN						Total Check Amount: \$2,450.00
V31964	MARGARITO MENDEZ	03/29/2019	26196	110212111	TRAINING MILEAGE	\$31.15
MARGARITO MENDEZ						Total Check Amount: \$31.15
V31965	MINER, LTD	03/29/2019	27173	490515151	HATCH PANELS:THEATRE	\$23,651.20
MINER, LTD						Total Check Amount: \$23,651.20
V31966	MYERS AND SONS	03/29/2019	21624	480515161	ARROWBOARD LED LIGHTS	\$633.03
MYERS AND SONS						Total Check Amount: \$633.03
V31967	RAY-LITE INDUSTRIES, INC.	03/29/2019	19800	490515152	LED LTS:COUNCL CHMBRS	\$535.71
RAY-LITE INDUSTRIES, INC.						Total Check Amount: \$535.71
V31968	RICHARDS, WATSON & GERSHON	03/29/2019	8978	110111112	RDA GEN LGL SVCS 1/17	\$2,000.00
RICHARDS, WATSON & GERSHON						Total Check Amount: \$2,000.00
V31969	ROTH STAFFING COMPANIES LP	03/29/2019	27579	110141431	TEMP STAFF 2/18-2/24	\$732.38
		03/29/2019	27579	110141431	TEMP STAFF 2/25-3/3	\$1,054.49
		03/29/2019	27579	420141431	TEMP STAFF 2/18-2/24	\$219.71
		03/29/2019	27579	420141431	TEMP STAFF 2/25-3/3	\$316.35
		03/29/2019	27579	430141431	TEMP STAFF 2/18-2/24	\$219.71
		03/29/2019	27579	430141431	TEMP STAFF 2/25-3/3	\$316.35
		03/29/2019	27579	630141432	TEMP STAFF 2/18-2/24	\$292.96
		03/29/2019	27579	630141432	TEMP STAFF 2/25-3/3	\$421.79
ROTH STAFFING COMPANIES LP						Total Check Amount: \$3,573.74
V31970	RUSSELL SIGLER INC.	03/29/2019	21638	490515151	HVAC FILTERS	\$44.74
RUSSELL SIGLER INC.						Total Check Amount: \$44.74
V31971	PETER SALGADO	03/29/2019	22863	110222231	TRAINING MILEAGE	\$186.76
PETER SALGADO						Total Check Amount: \$186.76
V31972	SC FUELS	03/29/2019	16654	480515161	REG ETH 3983.4 GAL	\$11,269.44
SC FUELS						Total Check Amount: \$11,269.44
V31973	TODD SCHMALTZ	03/29/2019	26048	110212111	TRAINING MILEAGE	\$76.27
TODD SCHMALTZ						Total Check Amount: \$76.27
V31974	PAMELA SCHMIDT	03/29/2019	12209	110404214	HYPNOSIS CLASS	\$30.00
PAMELA SCHMIDT						Total Check Amount: \$30.00
V31975	DONNA SMITH	03/29/2019	26136	110404145	DANCE CLASSES	\$180.00
DONNA SMITH						Total Check Amount: \$180.00
V31976	SNAP-ON INDUSTRIAL	03/29/2019	17125	480515161	MECHANIC TOOLS	\$376.70

City Check Register for: Mar 29, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SNAP-ON INDUSTRIAL					Total Check Amount:	\$376.70
V31977	SOUND ADVICE LLC	03/29/2019	12876	110404215	SOUND SYSTEM TEST	\$80.00
SOUND ADVICE LLC					Total Check Amount:	\$80.00
V31978	SOUTH COAST EMERGENCY VEHICLE SVC	03/29/2019	18619	480515161	FEMALE SWIVEL	\$161.52
		03/29/2019	18619	480515161	PWR STEERNG RESERVOIR	\$335.43
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$496.95
V31979	SUNSET SIGNS AND PRINTING, INC.	03/29/2019	27244	110212131	NAME PLATE SIGNS	\$107.75
SUNSET SIGNS AND PRINTING, INC.					Total Check Amount:	\$107.75
V31980	SUPERIOR ALARM SYSTEMS	03/29/2019	11074	475141471	REMOTE IT SVCS 1/15	\$300.00
		03/29/2019	11074	475141471	REMOTE IT SVCS 2/20	\$914.83
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$1,214.83
V31981	THYSSENKRUPP ELEVATOR	03/29/2019	10308	490515151	CCC ELEVATOR SVC 2/19	\$226.74
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$226.74
V31982	TOWNSEND PUBLIC AFFAIRS, INC.	03/29/2019	18881	110111145	ADVOCACY CONSULT FEB	\$1,250.00
		03/29/2019	18881	110111145	ADVOCACY CONSULT MAR	\$1,250.00
		03/29/2019	18881	410111145	ADVOCACY CONSULT FEB	\$1,250.00
		03/29/2019	18881	410111145	ADVOCACY CONSULT MAR	\$1,250.00
		03/29/2019	18881	420111145	ADVOCACY CONSULT FEB	\$1,250.00
		03/29/2019	18881	420111145	ADVOCACY CONSULT MAR	\$1,250.00
		03/29/2019	18881	430111145	ADVOCACY CONSULT FEB	\$1,250.00
		03/29/2019	18881	430111145	ADVOCACY CONSULT MAR	\$1,250.00
TOWNSEND PUBLIC AFFAIRS, INC.					Total Check Amount:	\$10,000.00
V31983	UL LLC	03/29/2019	13323	480515161	1830 UL LADDER RETEST	\$371.25
UL LLC					Total Check Amount:	\$371.25
V31984	US METRO GROUP, INC.	03/29/2019	24814	110515125	JANITORIAL SVCS MAR19	\$826.72
		03/29/2019	24814	490515151	JANITORIAL SVCS MAR19	\$32,832.79
US METRO GROUP, INC.					Total Check Amount:	\$33,659.51
V31985	VENDINI	03/29/2019	24179	110404542	TICKET FEES FEB 2019	\$893.07
		03/29/2019	24179	110404542	TICKET FEES JAN 2019	\$1,051.72
VENDINI					Total Check Amount:	\$1,944.79
Voucher Subtotal						\$267,335.85

TOTAL \$481,311.80

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 04/02/2019

SUBJECT: March 29, 2019 Successor Agency Check Register - Receive and file.

Attachments

03-29-19 SA Check Register

Successor Agency Check Register for: Mar 29, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2703	BANDERA ESTATES	03/29/2019	3121	511626224	SENIOR SUBSIDY APR19	\$1,016.00
BANDERA ESTATES					Total Check Amount:	\$1,016.00
2704	BREA WOODS SENIOR APARTMENTS	03/29/2019	1955	511626224	SENIOR SUBSIDY APR19	\$254.00
BREA WOODS SENIOR APARTMENTS					Total Check Amount:	\$254.00
2705	BROOKDALE - BREA	03/29/2019	4623	511626224	SENIOR SUBSIDY APR19	\$254.00
BROOKDALE - BREA					Total Check Amount:	\$254.00
2706	CITY OF BREA	03/29/2019	1003	511	REIMB COSTS 18/19 FEB	\$3,853.13
CITY OF BREA					Total Check Amount:	\$3,853.13
2707	HERITAGE PLAZA APARTMENTS	03/29/2019	1917	511626224	SENIOR SUBSIDY APR19	\$254.00
HERITAGE PLAZA APARTMENTS					Total Check Amount:	\$254.00
2708	HOLLYDALE MOBILE ESTATES	03/29/2019	4250	511626224	SENIOR SUBSIDY APR19	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2709	HOLLYDALE MOBILE ESTATES	03/29/2019	4577	511626224	SENIOR SUBSIDY APR19	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
2710	LAKE PARK BREA	03/29/2019	2433	511626224	SENIOR SUBSIDY APR19	\$2,032.00
LAKE PARK BREA					Total Check Amount:	\$2,032.00
2711	ORANGE VILLA SENIOR APARTMENTS	03/29/2019	2132	511626224	SENIOR SUBSIDY APR19	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
2712	VINTAGE CANYON SENIOR APARTMENTS	03/29/2019	4081	511626224	SENIOR SUBSIDY APR19	\$1,016.00
VINTAGE CANYON SENIOR APARTMENTS					Total Check Amount:	\$1,016.00
Overall - Total						\$9,441.13