



FINANCE COMMITTEE AGENDA

Tuesday, August 13, 2019

8:30 AM

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

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

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

CALL TO ORDER / ROLL CALL

1. Matters from the Audience

CONSENT

2. Approval of Minutes for July 9, 2019 Meeting

Attachments

Minutes

DISCUSSION

3. Consideration of a Professional Services Agreement with Karen Warner Associates Inc. (KWA) for the 2021-2029 Housing Element Update and Associated Environmental Needs

Attachments

Karen Warner Associates, Inc. - Housing Element PSA

4. Authorization to Rebuild Engine on 2012 Pierce Fire Pumper

Attachments

Engine 1 Cost Sheet Appr

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

5. Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2019-20

Attachments

FY 2019-20 Vehicles and Equipment Purchase Plan

6. Fire Station No. 3 Roof Replacement Project 7941

Attachments

Garland Proposal

Contractor Proposal

Reso

Specifications

7. Authorization to Relocate Signage and Install New Signage at Parking Structure Number 3

Attachments

Sign Plan

Quote

8. Software/Hardware Maintenance Support and Online Subscription Service Agreements

9. Purchasing Activity under Special City Council Authorization: October 1, 2018 to June 30, 2019

Attachments

Purchasing Activity Report-Equipment

10. Agreement with Avenu Insights & Analytics for Sales and Use Tax (SUTA) and Property Tax Audit, Analysis, Reports and Information Services

Attachments

Attachment A - Agreement with Avenu Insights & Analytics

11. Meeting with Eide Bailly LLP, (formerly Vavrinek, Trine, Day & Co., LLP) Pursuant to Statement on Auditing Standards (SAS) No. 114 Regarding the Fiscal Year 2018/19 Annual Audit

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

Attachments

Brea 2019 Planning Letter

12. Schedule Next Meeting: Tuesday, August 27, 2019

cc: Council Member Glenn Parker
Council Member Steven Vargas

Special Accommodations

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

City of Brea

FINANCE COMMITTEE COMMUNICATION

FROM: Bill Gallardo
DATE: 08/13/2019
SUBJECT: Approval of Minutes for July 9, 2019 Meeting

Attachments

Minutes



FINANCE COMMITTEE MINUTES

**Tuesday, July 9, 2019
8:30 AM**

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

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Pro Tem Marty Simonoff, Council Member Cecilia Hupp, John Burks, David Crabtree, Tony Olmos, Michael Ho, Randy Hornsby, Faith Madrazo, Mario Maldonado, Sean Matlock, Tim Mercado, Alicia Brenner, Jenn Colacion, Ana Conrique, Melissa Davis, Anthony Godoy, and Neil Groom

1. Matters from the Audience – *None*

CONSENT

2. Approval of Minutes of June 11, 2019 Meeting – *Receive and file.*

DISCUSSION

3. Professional Services Agreement with PeopleSpace for the Brea Civic and Cultural Center 3rd Floor Redesign and Furniture Purchase (CIP 7955) – *Recommended for City Council Approval.*
4. Professional Services Agreement for Annual As-Needed Construction Management and Inspection Services for Various Capital Improvement and Private Development Projects – *Recommended for City Council Approval.*
5. Pre-Employment Background Investigation Services – *Recommended for City Council Approval.*
6. Organizational Consulting Services for the Brea Police Department – *Recommended for City Council Approval.*
7. Change Order to the Purchase Order with IntelesysOne – *Recommended for City Council Approval.*
8. Copier Equipment Rentals and Leases – *Recommended for City Council Approval.*
9. Schedule Next Meeting: July 30, 2019

Meeting adjourned: 8:39 am

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

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/13/2019

SUBJECT: Consideration of a Professional Services Agreement with Karen Warner Associates Inc. (KWA) for the 2021-2029 Housing Element Update and Associated Environmental Needs

RECOMMENDATION

Approve the Professional Services Agreement between the City of Brea and Karen Warner Associates Inc. for preparation of the 2021-2029 Housing Element Update in an amount not-to-exceed \$85,000.

BACKGROUND/DISCUSSION

The Housing Element within our General Plan is the City's chief policy document on housing issues, including affordable housing for low and moderate-income families. A Housing Element provides the plan and programs that focus on conserving and improving existing affordable housing; provides adequate housing sites; assists in the development of affordable housing; removes constraints to housing development; and promotes equal housing opportunities.

To ensure that cities do not overlook their local responsibilities to provide housing opportunities for all income levels, each city is assigned a "fair share" number of housing units that it needs to be accommodated in the next housing cycle. Section 65588 of the California Government Code dictates that local government agencies within the Southern California Association of Governments (SCAG) regional jurisdiction are to file their adopted housing element with the State update by October 2021. The City of Brea, as well as the balance of all SCAG jurisdictions, will receive their draft Regional Housing Needs Assessment (RHNA) allocations in 2020. Approval of this contract is necessary so the work to update the Housing Element can begin and be completed as further RHNA details emerge.

The current 2014-2021 Brea Housing Element was adopted by City Council in 2013. The document was prepared by KWA, and staff has solicited a new proposal for professional services to assist with the 2021-2029 Housing Element update. The subject proposal is included under Attachments and outlines the services and materials that will be provided if approved.

Staff has sought a sole source agreement with KWA for a number of reasons. Having completed more than one of Brea's Housing Element Updates, KWA is very familiar with

Brea, its housing stock, and its demographics. They have demonstrated in past work for Brea the ability to be responsive, knowledgeable, and experienced. Additionally, KWA's prior work on the Housing Element will prove to be more cost-effective than utilizing a consultant who will need to learn Brea's demographic characteristics and special housing needs. KWA's familiarity with the State Department of Housing and Community Development needs and processes was instrumental in assisting Brea with obtaining a compliant Housing Element in previous years. Finally, and as detailed later in this report, KWA is competitively priced for services and represents a good value to Brea.

Furthermore, since the adoption of the current Element, several new pieces of legislation have taken effect and KWA has become knowledgeable with the new requirements. Their familiarity with Brea will also benefit in addressing another key change to the 6th cycle housing element update, which is SCAG's anticipated higher RHNA allocations. With new legislation to consider, staff's survey of neighboring jurisdictions shows that cities seeking Housing Element preparation are contracting services in the \$75,000 to \$225,000 range (survey of seven cities in the SCAG region). With KWA's ability to keep its rates on par with its work in Brea from 2008 and 2013, their experience with our community, and their quality work product, their proposal represents an exceptional value.

The KWA contract is at \$85,000 which includes a contingency at the lower end of this range making the proposal competitive. As a small firm with expertise in housing issues, KWA's proposal provides excellent value to the City (with rates on par with the 2013 contract), avoiding the larger overhead charges which can be associated with larger consulting firms. Critically, staff finds that KWA will be able to meet our goal to finish this project well ahead of the state deadline of October 2021.

SUMMARY/FISCAL IMPACT

The cost for KWA to prepare the Housing Element update will be an amount not-to-exceed \$85,000. The funding of these services is available and will be programmed into the City budget through revenues received from our General Plan Maintenance Fund (60%) and City Housing Successor Fund (40%).

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Linda Sok Tang, Management Analyst I

Concurrence: David Crabtree, Community Development Director

Attachments

Karen Warner Associates, Inc. - Housing Element PSA

AGREEMENT

THIS AGREEMENT is made and entered as of _____ ("Effective Date"), between the City of Brea, a municipal corporation ("CITY") and **Karen Warner Associates Inc.** ("CONTRACTOR"), who agree as follows:

I. Agreement

- A. This Agreement, together with the following documents are incorporated herein by reference, and supersedes all prior agreements and understandings:

Exhibit A – Scope of Work

Exhibit B – Compensation

Exhibit C – General Provisions

Exhibit D – Insurance Requirements

Exhibit E – Karen Warner Associates Inc. Proposal

- B. This Agreement may be modified by written amendment executed by all parties.

II. Services

- A. CONTRACTOR shall provide to CITY the 2021-2029 Brea General Plan Housing Element Update that will evaluate Brea's current housing needs and market conditions, constraints and resources, and will assess the effectiveness of the City's current housing programs in addressing these house issues, and related tasks ("Services") as set forth in Exhibit A and E.

III. Term

- A. This Agreement shall commence on Effective Date and shall remain in effect for two years unless terminated earlier as set forth herein ("Term").
- B. This Agreement may not be extended except by written amendment executed by all parties.

IV. Compensation Summary

- A. CITY shall pay CONTRACTOR for Services rendered according to prices set forth in Exhibit B and according to the Manner of Payment section of Exhibit C. Parties agree that full and complete payment for all Services shall not exceed \$85,000.00 for the Term ("Contract Amount").
- B. CONTRACTOR shall not render Extra Work beyond Exhibit A requirements or in excess of the amount set forth above without CITY's prior written approval.
- C. Any work performed beyond Exhibit A requirements without CITY's prior written approval shall be deemed to have been performed in fulfillment of Exhibit A requirements and included within the not-to-exceed Contract Amount.
- D. Additional Pricing Terms are set forth Exhibit B and additional Payment Terms are set forth in the Manner of Payment section of Exhibit C.

V. Insurance Requirements Summary

- A. All insurances shall be provided by companies rated A VII or better by AM BEST, and include all the required endorsements as noted Exhibit D.
- B. Exhibit D shall govern in the event of any conflict with the following coverages.

1. **Commercial General Liability (CGL)**
at least \$2,000,000 per occurrence.
2. **Automobile Liability Insurance (ALI)**
at least \$1,000,000 per occurrence.
3. **Workers' Compensation**
State of California with statutory limits
Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability Insurance (PLI)**
at least \$1,000,000 per claim; \$2,000,000 aggregate.

VI. Notices and Designated Representatives

- A. All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by confirming email; (iii) one business day after deposit with an overnight courier service; or (iv) two business days after having been sent by registered or certified mail. All communications shall be sent to:

CITY OF BREA - Project Manager:

Maribeth Tinio, Senior Planner
714-671-4439
MaribethT@CityofBrea.net
Community Development
1 Civic Center Circle
Brea, CA 92821

CITY OF BREA - City Clerk (if over \$25,000):

Lillian Harris-Neal, MMC
(714) 990-7757
LillianHN@CityofBrea.net
City Clerk
1 Civic Center Circle
Brea, CA 92821

CONTRACTOR - Representative:

Karen A. Warner, AICP, Principal
626-791-5596
KWarnerAssoc@yahoo.com
Karen Warner Associates Inc.
882 N. Holliston Ave,
Pasadena, CA 91104

(SIGNATURES ON FOLLOWING PAGE)

City of Brea
Karen Warner Associates Inc.

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

CONTRACTOR

Business Name: Karen Warner Associates Inc.

Federal ID# EIN: 26-2942056

License Nos ☐ Contractor License #:
(if checked,
Contractor to provide) ☐ DIR Registration #:

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company
(Contractor select one) ☒ Corporation (requires two signatures) ☐ Other (specify below)

Printed Name: Karen A. Warner, President & Secretary

Title: Principal

Signature: Karen Warner

Date: 7/30/19

Contractor 2nd Signature (if corporation)

Printed Name: _____

Title: _____

Signature: _____

Date: _____

CITY OF BREA

City of Brea

A municipal corporation

Printed Name: Christine Marick

Title: Mayor

Signature: _____

Date: _____

ATTEST (if over \$25,000)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

I. General

- A. **Project Description.** CONTRACTOR shall provide everything necessary including but not limited to all staffing, labor, materials, equipment, and incidentals to provide the 2021-2029 Brea General Plan Housing Element Update that will evaluate Brea's current housing needs and market conditions, constraints and resources, and will assess the effectiveness of the City's current housing programs in addressing these house issues, and related tasks for CITY's projects ("Services").

II. Scope of Work

- A. **Basic Services.** Included in these services and for a more completely described scope of work, see the Karen Warner Associates Inc. Proposal in Exhibit E. Services include and the CITY requires:
1. 2021-2029 Brea General Plan Housing Element Update to include:
 - a) Introduction and purpose of the Housing Element in lay terms
 - b) Evaluation of accomplishments under the current Housing Element
 - c) Analysis of the CITY's existing and project housing needs
 - d) Update on the CITY's housing element sites inventory
 - e) Identification of potential housing constraints
 - f) Presentation of housing resources
 - g) Housing Plan section that sets forth the CITY's goals, policies and objectives with respect to housing
 - h) Draft and Final Housing Element for HCD review and approval
 - i) Conduct various required public participation efforts
- B. **Work Authorization.** Parties will agree upon the tasks required by the City. All work will commence upon receipt of a signed Work Authorization describing the scope.
- C. **Project Schedule.** CONTRACTOR will develop a Project Schedule ("Schedule") of important milestones as needed for CITY'S review and approval. Parties will monitor the Project for conformance with the Schedule, and CONTRACTOR will notify CITY of any necessary changes in the Schedule as appropriate. Any required milestones will be part of the Work Authorization.

III. City Provisions

- A. City will provide any relevant data that would facilitate the Contractor in providing the Services.

IV. Time of Performance

- A. **Commencement and Completion of Work.** The Services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of Work Authorization. Failure to commence work in a timely

manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

- B. **Schedule.** The Services must be completed within the time indicated in the Work Authorization.
- C. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

V. Additional Services

- A. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

End of Exhibit A

EXHIBIT B
COMPENSATION

I. Compensation.

- A. This is a Time and Material (T&M) Contract with a not-to-exceed amount between CITY and CONTRACTOR.
- B. CONTRACTOR agrees to accept the specified compensation as set forth in this Agreement as full payment for satisfactorily performing all work, including furnishing all labor and materials required to fully and satisfactorily complete the Services to CITY's reasonable satisfaction. To the maximum extent permitted by law, CONTRACTOR assumes all risks related to its performance of the Services including risks of unforeseen difficulties or conditions which may arise or be encountered in the performance of the Services. CONTRACTOR shall only be compensated as set forth herein for work satisfactorily performed in accordance with the Scope of Work.
- C. **CITY shall have no obligation to pay any sum in excess of the Fixed Prices and/or Total Contract Amount unless authorized by in writing by the CITY.**

II. Fees and Charges

- A. **Contract Amount.** Payment shall not exceed the total amount of \$85,000.00.
 - 1. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on a time-and-material basis in accordance with Attachment 1 to Exhibit B.
 - 2. **Reimbursable Expenses.** CONTRACTOR expenses that are necessary for the proper completion of the Services include, but not limited to the following:
 - a) Reproduction, shipping, handling, and delivery.
 - b) Renderings, models, mock-ups, and photography.
 - c) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
 - d) Authorized out-of-town travel, including travel time and reasonable living expenses.
 - e) The above expenses are subject to a fifteen percent markup.
 - 3. **Contingency Amounts.** The contingency amounts are \$977.00 as included in the Contract Amount and as approved by the City Project Manager.

III. Price Increases/Decreases

- A. No price increases will be permitted during the performance of the Contract.

IV. Contractor's Expense

- A. CONTRACTOR will be responsible for all costs related to photo copying, telephone communications and fax communications while on City sites during the performance of work and services under this Contract.

V. Manner of Payment and Accounting Requirements

A. Taxes

1. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section.

B. Payment Terms

1. Invoices are to be submitted in arrears, after services have been received. Payment will be net 30 days after receipt of an undisputed invoice in a format acceptable to City. Invoices shall be verified and approved by the CITY and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the CITY for payment rests with the CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to the CONTRACTOR for correction.
2. Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the City of Brea for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
3. Payments made by the CITY shall not preclude the right of the CITY from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

C. Invoicing Instructions

1. CONTRACTOR will provide an invoice on the CONTRACTOR'S letterhead. Each invoice will have a unique number and will include the following information:
 - a) Contractor's name and address
 - b) Contractor's remittance address, if different from 1 above
 - c) Contractor's Taxpayer ID Number
 - d) Name of City Agency/Department
 - e) Delivery/service address
 - f) Contract number
 - g) Purchase Order (PO) number
 - h) Date of invoice
 - i) Description of Services/Goods
 - j) Sales tax, if applicable
 - k) Freight/delivery charges, if applicable
 - l) Total

2. Invoices and support documentation are to be forwarded to:
 - a) City of Brea
 - b) Accounts Payable
 - c) 1 Civic Center Circle
 - d) Brea CA 92821
 3. City does not accept electronic invoices.
- D. Accounting Records of CONTRACTOR
1. During performance of this Agreement and for a period of three (3) years after termination or expiration of this Agreement, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's reimbursable expenses, if any, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

End of Exhibit B

Attachment 1 to Exhibit B
Billable Rates

- A. Pricing shall remain fixed for the two-year period of the Agreement.
- B. Compensation shall be at the hourly rates set forth below for the term of the Agreement.
 - 1. Project Manager \$150
 - 2. Community Outreach \$100
 - 3. Data Collection and Analysis \$100
 - 4. GIS/Graphics \$80

End of Attachment 1

EXHIBIT C
GENERAL PROVISIONS

I. Standard Requirements

A. Compliance with Law and Industry Standards

CONTRACTOR shall forthwith undertake and complete the Services in accordance with Exhibit "A" to this Agreement and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, and industry standards all to the reasonable satisfaction of CITY.

B. Documents, Reports, Photographs, Drawings

CONTRACTOR 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 Exhibit "A" to CITY within the time specified in Exhibit "A". Copies of the documents shall be in such numbers as are required in Exhibit "A". CITY may thereafter review and forward to CONTRACTOR comments regarding said documents and CONTRACTOR 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 Agreement may be extended upon written approval of CITY.

C. Hires

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

D. Payments

CITY agrees to pay CONTRACTOR a maximum sum as set forth in Exhibit B II.B. for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, CONTRACTORS and subcontractors to CONTRACTOR. Payment to CONTRACTOR, by CITY, shall be made in accordance with the schedule set forth below.

Payments to CONTRACTOR shall be made by CITY in accordance with the invoices submitted by CONTRACTOR, 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 CONTRACTOR'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 the amount described in Exhibit "A" and (ii) further provided that in no event shall CONTRACTOR, or any person claiming by or through CONTRACTOR be paid an aggregate amount in excess of the amount set forth in this Section.

CONTRACTOR agrees that, in no event, shall CITY be required to pay to CONTRACTOR any sum in excess 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.

Additional Services: Requests for additional services must be executed by both parties prior to any work being initiated. 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.

E. Information and Assistance

CITY will provide information and assistance as set forth in Exhibit "A" hereto; photographically reproducible copies of maps and other information, if available, which CONTRACTOR considers necessary in order to complete the Project. Such information as is generally available from CITY files applicable to the Project.

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

F. Ownership of Work Product

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 CONTRACTOR in the performance of this Agreement (collectively, "Work Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Work Product shall be considered to be "works made for hire", and all Work Product and any and all intellectual property rights arising from creation thereof, 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. CONTRACTOR shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

CONTRACTOR hereby assigns to CITY all ownership and any and all intellectual property rights to the Work Product that are not otherwise vested in the CITY pursuant to the foregoing paragraph.

CONTRACTOR 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 Work Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Work Product. CONTRACTOR 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 Work 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. CONTRACTOR 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 Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONTRACTOR, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work 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.

G. Termination

This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONTRACTOR 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 CONTRACTOR receive more than the maximum specified in paragraph II.D, above. CONTRACTOR 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 CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

H. Insurance

Throughout the term of this Agreement, CONTRACTOR agrees to provide and maintain insurance as set forth in Insurance Requirements Exhibit D of this Agreement.

I. Indemnity

CONTRACTOR and CITY agree that CITY, its elected officials, officers employees, agents and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold CITY, its elected officials, officers employees, agents and volunteers free and harmless from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees and experts costs incurred by CITY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in, arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in CONTRACTOR's performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the CITY.

Any tort claims filed against the CITY related to CONTRACTOR's performance of this Agreement and subsequently tendered to CONTRACTOR shall be promptly investigated, and the resolution of such claims shall be promptly reported to the CITY.

The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY, its employees, agents and officials.

CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. Notwithstanding the foregoing, CONTRACTOR agrees to be fully and primarily responsible for all claims and liabilities arising out of the acts or omissions of any of its contractors and sub-tier contractors in the performance of this Agreement.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this Section.

J. 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 CONTRACTOR without the prior written consent of CITY.

K. Independent Contractor

CONTRACTOR is retained by CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. CONTRACTOR shall be free to dispose of all portions of CONTRACTOR's time and activities which CONTRACTOR is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONTRACTOR 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 CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR agrees to pay all required taxes on amounts paid to

CONTRACTOR 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. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

L. 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.

M. 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 the General Provisions and any of the Exhibits, the provisions of the General Provisions shall govern over the Exhibits.

End of Exhibit C

EXHIBIT D
INSURANCE REQUIREMENTS

I. General

- A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting the Contract Indemnity provisions, Contractor shall procure and maintain in full force and effect for the Term of Contract, the following policies of insurance.
- C. For all insurance required in this contract, if a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- D. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

II. Coverages

A. Commercial General Liability (CGL)

- 1. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- 2. Limits shall be no less than \$2,000,000 per occurrence

Products-Completed Operations (PCO)

Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

B. Automobile Liability Insurance (ALI)

- 1. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- 2. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - a) A personal automobile liability policy for the contractor's own vehicle; and
 - b) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

1. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
2. If Contractor does not have any employees who will be performing work on behalf of the City, Contractor must provide the following:
 - a) A Self-Employment Affidavit Letter that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and
 - b) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

D. Professional Liability Insurance (PL)

1. Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
2. Limits shall be no less than \$1,000,000 per claim; \$2,000,000 aggregate

III. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

A. Commercial General Liability & Contractors Pollution Liability

1. Additional Insured

- a) The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b) Additional Insured Endorsements shall not:
 - (1) Be limited to "Ongoing Operations"
 - (2) Exclude "Contractual Liability"
 - (3) Restrict coverage to the "Sole" liability of Contractor
 - (4) Exclude "Third-Party-Over Actions"
 - (5) Contain any other exclusion contrary to the Contract
- c) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

Continued on Next Page

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

B. Auto Liability

1. Additional Insured

The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation

1. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

IV. Insurance Obligations of Contractor

- A. The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

V. Notice of Cancellation

- A. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

VI. Waiver of Subrogation

- A. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

VII. Evidence of Insurance

- A. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves

the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- B. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

VIII. Deductible or Self-Insured Retention

- A. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

IX. Contractual Liability

- A. The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Contract.

X. Failure to Maintain Coverage

- A. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Contract.
- B. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

XI. Acceptability of Insurers

- A. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

XII. Claims Made Policies

- A. If coverage, including for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and an extended reporting period shall be exercised for a period of at least 10 years from termination or expiration of this Contract.

XIII. Insurance for Subcontractors

- A. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit D

Exhibit E



Proposal for

CITY OF BREA 2021-2029 HOUSING ELEMENT

July 24, 2019

KAREN WARNER ASSOCIATES, INC

Housing Policy Consultants

882 N. Holliston Avenue

Pasadena, California 91104

(626) 791-5596

kwarnerasoc@yahoo.com



KAREN WARNER ASSOCIATES

**CITY OF BREA
HOUSING ELEMENT PROPOSAL**

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UNDERSTANDING THE PROJECT

Based on discussions with staff, we understand the City is interested in consultant assistance in updating its 2013-2021 Housing Element for the 2021-2029 period. Karen Warner Associates has worked with Brea on its last several Housing Elements, and welcomes the opportunity to continue to work with the City.

Since adoption of the current Element, several new pieces of legislation have taken effect that will impact the Element update, and the sites analysis in particular. AB 879 (Grayson) and AB 1397 (Low) expand the required analysis of governmental and non-governmental constraints and the development of programs to address, and require additional justification for the inclusion of sites in the housing element sites inventory, particularly for sites identified as addressing the city's lower income housing needs.

State HCD will be preparing technical assistance memorandum on the new requirements for the 6th cycle updates, including templates for the available sites inventory. KWA recently prepared a 4 year, mid-cycle update for a SCAG jurisdiction subject to the new legislation, is familiar with HCD's expectations for the Element, and will ensure the Brea Housing Element addresses all current statutory requirements. Included in the appendix to this proposal is HCD's current housing element review checklist, with new requirements highlighted in yellow.

Another key change to the 6th cycle housing element update is the expectation of significantly higher RHNA allocations from SCAG. While the City has a good buffer of available sites in its current Housing Element, some of these sites may no longer qualify under the more stringent site justification requirements. A key component of the update will therefore be the identification of additional sites early in the process that can be vetted by the community and are sufficient to meet the City's regional growth requirements.

A primary objective of Brea's Housing Element update continues to be to maintain State HCD compliance. State approval provides the City access to a variety of State housing funds, and provides added legal protection to the General Plan. KWA offers unparalleled experience in developing housing elements that are both acceptable to the State, and endorsed by the community and its decision-makers.

SCOPE OF WORK

The 2021-2029 Housing Element will evaluate Brea's current housing needs and market conditions, constraints and resources, and will assess the effectiveness of the City's current housing programs in addressing these housing issues. The following Scope of Work presents the Element's major tasks, and depicts how these tasks build upon one another to establish a comprehensive housing strategy for the City.

TASK 1. INTRODUCTION

The introductory chapter to the Element sets the stage by describing the purpose of the Housing Element in lay terms and establishes the community's housing context. The Introduction also includes a summary of key housing issues; establishes the Housing Element's relationship with the balance of the General Plan; and describes the public participation process.

TASK 2. EVALUATION OF ACCOMPLISHMENTS UNDER ADOPTED ELEMENT

In order to develop appropriate programs to address the community's housing needs, KWA will work with City staff to determine the achievements under adopted housing programs in the 2014-2021 Brea Housing Element, and evaluate the effectiveness of these programs in delivering housing services. This evaluation will include a description of the City's track record in producing new affordable housing during the prior planning period, and a comparison of both market rate and assisted housing production with the City's identified regional housing growth needs (RHNA).

The following are among several key program actions in Brea's Housing Element to be reviewed and evaluated for appropriateness in the Element update:

- ✓ Preservation of the 55 units of at-risk housing
- ✓ Re-designating identified opportunity sites for high density/mixed use
- ✓ Establishing new R-3H zone district
- ✓ Creating publicly owned land inventory, and evaluate for housing
- ✓ Elimination of CUP in MU-I and MU-II districts for residential with on-site affordable units

TASK 3. HOUSING NEEDS ASSESSMENT/RHNA

This section of the Housing Element provides a comprehensive analysis of the City's existing and projected housing needs, and serves as a guide for focusing Housing Element policies and programs in response to these needs. The Needs Assessment encompasses an analysis of the following:

- ✓ Population and household characteristics
- ✓ Housing stock characteristics

- ✓ Assisted housing at-risk of conversion to market rate
- ✓ Regional Housing Needs Assessment (RHNA)

Population and Household Characteristics. Data sources including the American Community Survey, 2020 Census (as available), CSUF Center for Demographic Research, School District, and available local studies will be compiled and evaluated to derive the following demographic and household information:

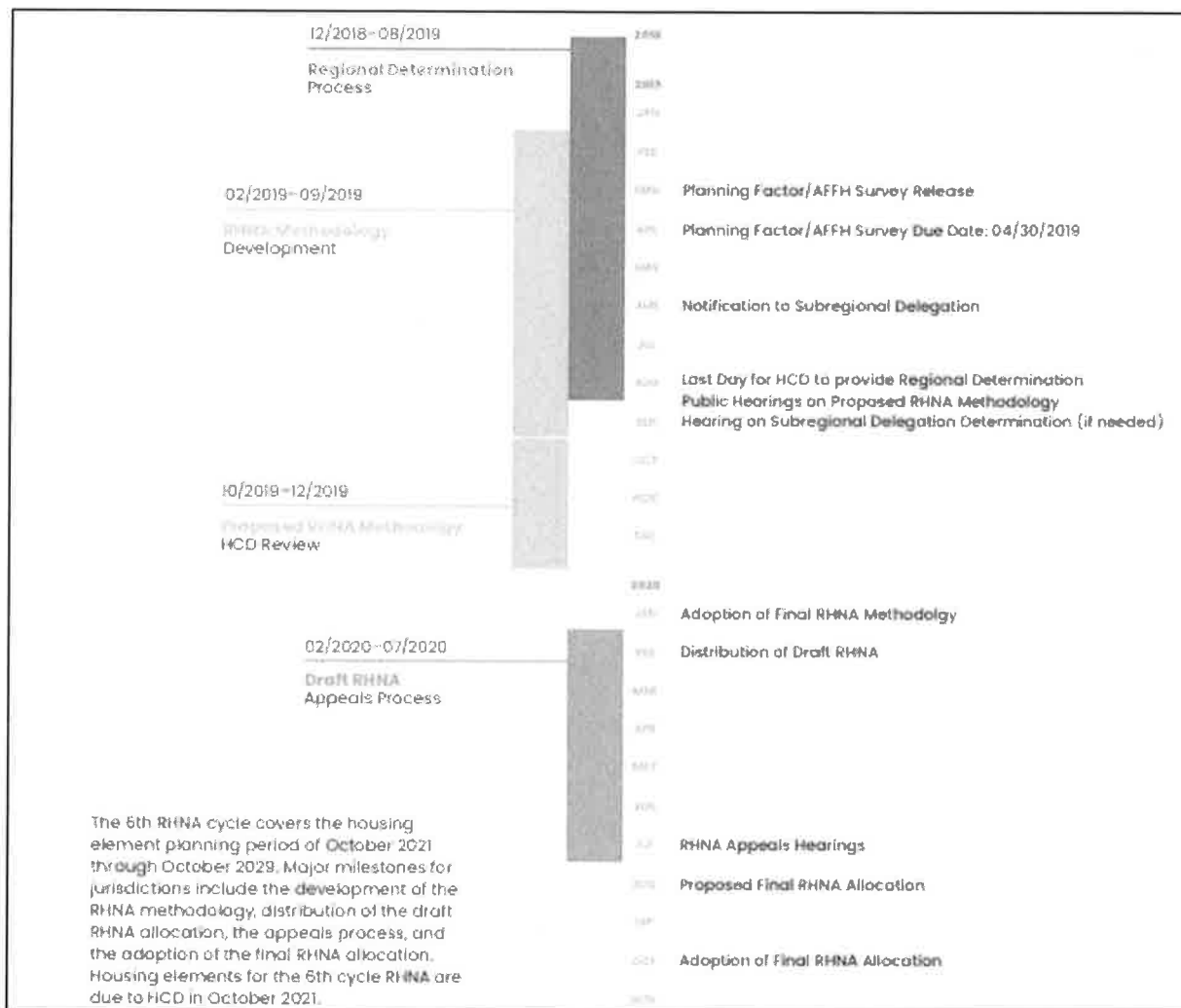
- ✓ Current population and population growth trends for City and comparable communities.
- ✓ Population characteristics including age distribution and race/ethnicity, and demographic shifts over past 2 decades.
- ✓ Current and projected employment in Brea.
- ✓ Household characteristics including household type, tenure and size, overcrowding/severe overcrowding by tenure and geographic concentration, and housing overpayment/severe overpayment for owners and renters.
- ✓ Household income for City in comparison to the region and other comparable communities, income differences within the City, identification of persons living in poverty.
- ✓ Special needs populations - including seniors, large families, disabled, single-parent households, homeless. Analysis of the income and tenure characteristics of these groups, and availability of specialized housing in Brea to meet their needs.

Housing Stock Characteristics. Information on the City's housing stock and current market characteristics will be obtained from a variety of published sources, including CoreLogic sales data, CoStar and internet rent surveys, and local market studies. The following information will be provided:

- ✓ Housing growth trends for Brea and similar communities.
- ✓ Housing unit mix and tenure, and geographic concentrations of rentals, including single-family rentals.
- ✓ Vacancy rates.
- ✓ Home ownership and rental market analysis.
- ✓ Affordability analysis of City's owner and rental housing to very low, low and moderate income households
- ✓ Housing conditions analysis to assess the magnitude of units requiring rehabilitation or replacement in Brea.

Regional Housing Needs Assessment (RHNA). As mentioned earlier, HCD and SCAG have been informing communities to expect a significantly higher RHNA allocation in the 6th housing element cycle. We understand City staff have been following the RHNA Subcommittee meetings, and that OCCOG may be submitting comments on the proposed methodology on behalf of Orange County cities. Should Brea desire additional assistance in tracking the RHNA process or filing an appeal of its draft allocation, KWA can support the City in these efforts.

The following graphic shows SCAG's proposed RHNA development timeline, with release of the draft RHNA targeted for February 2020 and adoption of the final RHNA targeted for October 2020. Upon distribution of the draft RHNA, we will have an understanding of the general magnitude of the site inventory requirements and can begin soliciting community input on sites to include in the Element.



Assisted Housing "At-Risk" of Conversion to Market Rate. Housing Element statutes require documentation and analysis of assisted low income rental projects at-risk of conversion to market rate over the ensuing ten year period (2021-2030). The current Housing Element evaluated five rental projects with affordability periods ending prior to 2023 (Birch Terrace Apts, Brea Woods Senior Apartments, Civic Center Apartments, Villa Senior Apartments and William's Senior Apartments). Four of these projects are mixed income, including both market rate and affordable units.

For projects deemed at-risk of conversion within the ten year time frame, the following analysis will be conducted: a) assessment of level of risk; b) estimate of the costs of preserving units through transfer to non-profit ownership, provision of rental assistance, and purchase of affordability covenants; and c) estimate of the costs of replacing units. As part of the Housing Resources chapter of the Element, KWA will develop an inventory of financial and administrative resources available to the City for preservation and/or replacement. Within the Housing Program section of the Element, programs for preserving the at-risk units will be identified, along with specific quantified objectives for the City's preservation goals.

TASK 4. SITE AVAILABILITY

This section of the Element provides an inventory of vacant and underutilized parcels within Brea available for residential and mixed-use development during the 2021-2029 planning period.

Pursuant to AB 1397, sites must now meet the following requirements to be included in the housing element sites inventory:

- Sites must be "available" for residential development with "realistic and demonstrated potential" to accommodate housing development. Identified sites must have access to sufficient water, sewer, and dry utilities, or be part of a mandatory program to provide such utilities. Additional justification required on the unit capacity for each site, including review of project densities on similar sites in the city and at similar affordability levels.
- Lower income sites must be between 1/2 acre and 10 acres in size, unless the city can provide evidence why the site would be appropriate, such as proposal or approved development project affordable to lower-income households for the site.
- Vacant sites identified in two or more prior housing elements for lower income households, and non-vacant sites identified in the prior housing element for lower income households that have not been approved for housing can no longer be used to fulfill the city's lower income RHNA need unless: a) the site is or will be rezoned to the minimum lower-income household density for the city within three years; and b) the zoning allows for residential development by right of at least 20% of the units for lower income households.
- Expanded analysis and justification of non-vacant sites, including city's past experience converting existing uses to higher density residential development,

current market demand for the existing use, and analysis of any existing leases or contracts that could prevent redevelopment of the site.

- If a city relies on non-vacant sites to accommodate 50% or more of its housing need for lower-income households, the "existing use shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period." Sites identified for housing development that currently or within the last five years contained residential units occupied by lower-income households, or were subject to an affordability requirement or local rent control policy, must be replaced one-for-one with units affordable to the same or lower income levels.

The initial step in this task will be to update the existing sites inventory based on building permits issued during the prior planning period and current projects with entitlements. The updated inventory will then be further refined and sites eliminated that fail to meet the criteria established under AB 1397. Upon release of the draft RHNA allocation by SCAG in February 2020, KWA will coordinate with staff to identify potential additional sites as necessary to meet regional needs. Given the strengthening of "No Net Loss" planning law under SB 166 to require an adequate sites inventory be maintained throughout the RHNA planning period by income category, it will be important for Brea to have a sufficient sites buffer to offset any sites developed at lower densities or higher income levels than assumed in the Housing Element.

KWA will coordinate with City GIS staff to prepare residential site maps for inclusion in the Element, as well as for use in the public meetings.

TASK 5. POTENTIAL HOUSING CONSTRAINTS

The constraints section of the Element encompasses both governmental and non-governmental constraints upon the maintenance, improvement or development of housing. Non-governmental constraints include: market mechanisms (land and construction costs, availability of financing); infrastructure, and environmental constraints. Potential governmental constraints are evaluated in detail, and include an analysis of the following: General Plan land use designations; residential and mixed use development standards; inclusionary zoning ordinance and in-lieu fees; zoning provisions for a variety of housing types; planning and zoning regulations for persons with disabilities; on- and off-site improvements; building codes and related code enforcement; fees and exactions; and processing and permit procedures. Various affordable housing incentives offered by the City, such as flexible development standards, density bonuses, fast track processing, reduced fees, etc. will also be evaluated.

Per AB 879, the governmental constraints analysis must now specifically address "any locally adopted ordinances that directly impact the cost and supply of residential development." Such ordinances include inclusionary housing and short-term rental ordinances, and mitigation fees related to traffic and parks. The non-governmental constraints section of the element must now analyze requests to develop housing at densities below those identified in the housing element sites inventory, and the length of time between project approval and submittal of building permit application. To the extent analysis identifies governmental or non-governmental constraints, the element must include a program to address.

TASK 6. HOUSING RESOURCES

This section of the Element presents the primary local, County, State, federal, and private funding resources available to support Brea's housing program, including information on program parameters. The status of the Brea Redevelopment Agency will be discussed, and remaining redevelopment set-aside funds projected to be available through the planning period. Administrative resources – public and non-profit agencies involved in local housing activities – are described. Within the context of energy conservation resources, green building and policies for environmental sustainability in Brea will be presented.

TASK 7. HOUSING PLAN

The Housing Plan section of the Element sets forth the City's goals, policies and objectives with respect to housing, and establishes a comprehensive program strategy with specific program actions.

Policies and programs will initially be based on the City's current practices, and augmented and refined in response to the community's identified housing needs, constraints and resources; and in response to public and decision-maker input. KWA will develop detailed programmatic descriptions for any new programs being proposed, including identification of interim steps necessary to initiate the program, potential funding sources, and timeframe for program implementation.

The Housing Plan will include a program summary chart, which specifies the following for each program: program objective, funding source, responsible agency and implementation time frame. This chart can then be used to track program implementation, and can serve as the basis for the City's annual report to the State Department of Housing and Community Development (HCD).

TASK 8. DRAFT HOUSING ELEMENT/HCD REVIEW

All the prior tasks will be integrated into a comprehensive draft Housing Element for staff review. Upon receipt of staff comments on the initial draft document, KWA will prepare a revised draft Element for presentation before the City's decision-makers. Any necessary revisions will be made based on decision-maker input, and a public review draft Element will be prepared for submittal to the State to initiate their 60-day review period. The Element will be formatted with text, tables and graphics suitable for posting on the City's website.

KWA will serve as the City's liaison with State HCD during review of the draft Element. Once the HCD reviewer has been assigned for Brea, KWA will schedule a conference call along with City staff to discuss any concerns the State may have with the Element. Upon receipt of HCD's official written comments on the draft, KWA will coordinate with staff in developing any necessary changes and will advise staff as to whether a second round of HCD review is recommended. KWA's fixed fee project budget includes up to two rounds of review with HCD, with additional review after the 2nd letter on the draft Element to be charged on a time and materials basis.

While not anticipated, to the extent there continue to be outstanding policy issues raised by the State, KWA will prepare a memo identifying options and recommendations to achieve HCD compliance for presentation to the City's decision-makers.

TASK 9. FINAL ADOPTED HOUSING ELEMENT/SUBMITTAL TO HCD

Following adoption by the City Council, KWA will prepare the final Brea Housing Element to reflect revisions directed by the City Council. Public input received on the Draft Housing Element will also be summarized.

KWA will draft a letter for submittal of the adopted Element to HCD, identifying any changes made in the Element since the State's prior review.

TASK 10. PUBLIC PARTICIPATION

We understand the City is interested in augmenting the public outreach conducted in prior Housing Elements to better engage the community at-large, in addition to continuing to solicit input from stakeholders and community representatives. For purposes of budgeting, we have included the following outreach in the scope, and will plan on further refining the approach based on additional discussions with staff.

- ✓ Community-wide workshops (2)
- ✓ Stakeholders workshop (1)
- ✓ Public study sessions before Planning Commission and City Council (2)
- ✓ Public hearings before Planning Commission and City Council (2)

Community Workshops will be interactive in nature, and geared towards presenting information in non-technical terms understandable to the lay public. The initial community workshop will focus on education, first establishing the context of the Housing Element and RHNA/site requirements, and then providing an overview of the community's documented housing needs and current housing programs. Depending on the size of the group, we will either work with the group as a whole, or break into small groups to brainstorm the community's most pressing housing needs and opportunities.

At the subsequent community workshop, we will facilitate group discussion on the housing element sites inventory and potential new housing sites to address the RHNA along with a sufficient sites buffer. KWA will coordinate with City staff to provide maps and photos of potential sites for review and vetting by the community.

At the conclusion of the two public workshops, KWA will prepare a summary report of community comments and recommendations for presentation in study sessions before the Planning Commission and City Council.

We recommend continuing to hold a more focused **stakeholder's workshop** involving groups and individuals involved with housing issues in Brea and the broader Orange County region. The purpose of the workshop is to provide stakeholder's with information on Brea's housing needs and current programs, and to solicit input regarding the City's options and potential resources available to address key needs.

Public study sessions before the Planning Commission and City Council provide an opportunity for policy-direction early in the process prior to finalization of the draft

Housing Element. KWA will present the City's decision-makers with a summary of community input received along with the proposed housing sites, policies and programs for the Element. Materials are prepared both as a handout and as a PowerPoint presentation. Study sessions are noticed to the public, and participants are directly notified to provide additional opportunity for input prior to public hearings.

As part of the **public hearings** before Planning Commission and City Council on the Element, KWA will assist staff in presentation of the Element, and as necessary, discuss any outstanding policy issues and work with the City's decision-makers towards resolution.

CEQA COMPLIANCE

For the 2014-2021 Housing Element, KWA contracted with Rincon Consultants to prepare an Addendum to the 2003 General Plan EIR. For the 2021-2029 Housing Element, we have again asked Rincon to join the team and are proposing to prepare an Initial Study - Negative Declaration (IS-ND) for CEQA compliance.

Rincon will prepare an Administrative Draft IS-ND, a Public Review Draft IS-ND, and a Final IS-ND incorporating response to comments. If mitigation measures are identified, the Final IS-ND will include a Mitigation Monitoring and Reporting Program. Rincon's complete scope of services, schedule and budget are included in the Appendix to the proposal.

PROJECT DELIVERABLES

The following products are included within KWAs scope of services for the 2021-2029 Housing Element. All products and PowerPoint presentations will be provided to the City electronically, along with a reproducible hard copy for making additional copies.

Community Outreach Program

- ✓ Community Workshop materials (City staff to prepare maps/photos of sites)
- ✓ Stakeholder's Workshop materials
- ✓ Planning Commission/City Council Study Session materials
- ✓ Planning Commission/City Council Public Hearing materials

Housing Element

- ✓ Screencheck Draft Housing Element for staff review (3 copies plus reproducible)
- ✓ Revised screencheck Draft Housing Element for PC/CC (one reproducible)
- ✓ Public/HCD Review Draft Housing Element (3 copies plus reproducible)
- ✓ Memo identifying changes to Draft Element in response to HCD (*as necessary*)
- ✓ Public hearing Draft Housing Element (5 copies, plus one reproducible)
- ✓ Final approved Housing Element (5 copies, plus one reproducible)

CEQA Compliance

- ✓ Administrative Draft IS-ND
- ✓ Public Review Draft IS-ND (15 copies)
- ✓ Final IS-ND

PROJECT SCHEDULE

The following presents a general project schedule for the Brea Housing Element, subject to refinement based on further discussions with staff. KWA has a strong reputation for keeping projects on track, and offers the full commitment of staff throughout the project to ensure a successful program.

1. Project Kick-off	September 2019
2. Update Existing Sites inventory (per AB 1397, building permits issued, entitled projects)	October - November
3. <i>Release of draft RHNA by SCAG</i> Identification of additional sites	February - March 2020
4. Public Outreach and vetting of sites: ✓ Community Workshops (2) ✓ Stakeholder's Workshop	March - June
5. Screen Draft Housing Element	August
6. Revised Screen Draft Element Planning Commission/City Council Study Sessions	September - October
7. <i>Adoption of final RHNA by SCAG</i>	October
8. Public Review Draft Element HCD 60 day review of Draft Element	November-December
9. CEQA Administrative Draft IS-ND Public Review Draft IS-ND Final IS-ND	November November January 2021
10. Public Hearing Draft Element Planning Commission/City Council Public Hearings Submittal of Adopted Element to HCD	January 2021 - March

PROJECT BUDGET

The budget on the following page is KWA's estimate of the time and costs required to complete the Scope of Services outlined in our proposal for the Brea 2021-2029 Housing Element Update. Costs are identified by individual staff members by indicating the number of hours for each phase of the work program multiplied by hourly billing rates.

The number of public meetings proposed includes two community workshops, a stakeholder's workshop, two study sessions, and two public hearings, with additional meetings billed on a time and materials basis.

KWA will be responsible for all data compilation and will limit reliance on staff to provision of available documents, input on progress under the adopted Housing Element, and mapping for the sites inventory. We will, however, expect to coordinate with staff during key aspects of the Housing Element program, such as during preparation of the sites inventory, development of Housing Element strategies, preparation and advertising for the community outreach, and in review of draft documents.

BREA 2021-2029 HOUSING ELEMENT

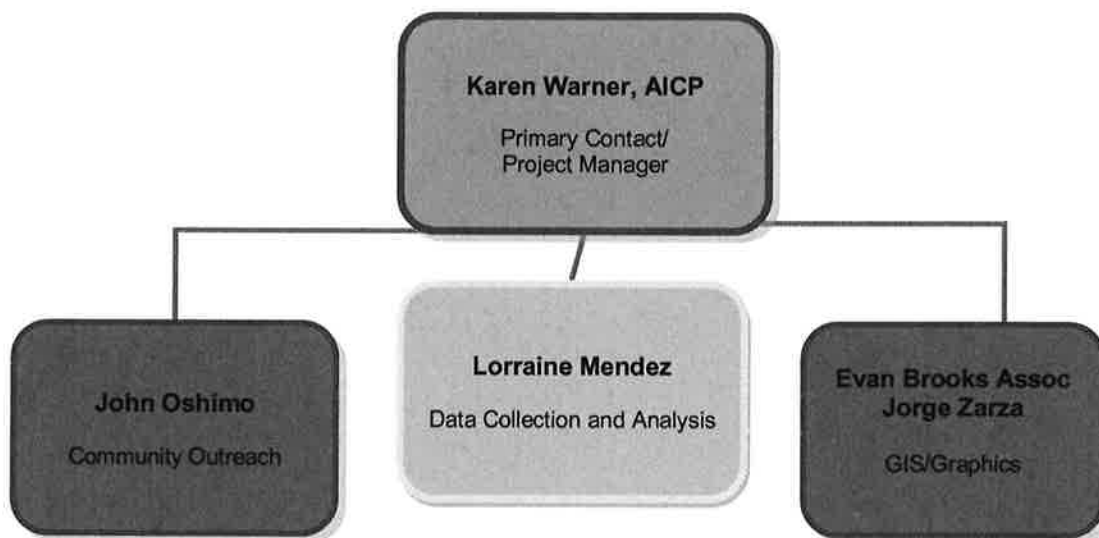
PROJECT BUDGET 2021-2029 CITY OF BREA HOUSING ELEMENT

Task	Staff Person Hourly Rate	Warner \$150 # hours	Mendez \$100 # hours	Oshimo \$100 # hours	Graphics \$80 # hours	TOTAL
1	Element Introduction	4				\$600
2	Review of Existing Housing Element	12	16			\$3,400
3	Housing Needs Assessment/RHNA	20	75		8	\$11,140
4	Site Availability	40	8		16	\$8,080
5	Potential Housing Constraints	24	12			\$4,800
6	Housing Resources	8	12			\$2,400
7	Housing Plan	32	40			\$8,800
8	Draft Housing Element/HCD Review	60	24		6	\$11,880
9	Final Housing Element/Submittal to HCD	12	4			\$2,200
10	Public Participation					
	Community workshops (2)	20		24	12	\$6,360
	Stakeholder Workshop	12		12	4	\$3,320
	Council/Commission Study Sessions (2)	12			2	\$1,960
	Council/Commission Public Hearings(2)	12			2	\$1,960
	Staff Meetings (3)	9		3		\$1,650
	Subtotal	277	191	36	50	\$68,250
	CEQA Compliance: IS-ND	See Appendix for budget breakdown				\$14,273
	Direct Costs					
	Reproduction/Mileage/Miscellaneous					\$1,000
	CoreLogic Purchase					\$250
	CoStar Purchase (est.)					\$250
	TOTAL					\$84,023

PROJECT TEAM AND QUALIFICATIONS

The KWA project team for the 2021-2029 Brea Housing Element will consist of Karen Warner, who will serve as project manager, Lorraine Mendez, who will assist in conducting background research for the Element and John Oshimo, who will support in community outreach. KWA will also utilize Jorge Zarza of Evan Brooks Associates for graphics/GIS support. Ms. Warner has worked with both Mr. Oshimo and Ms. Mendez on numerous housing elements, Consolidated Plans and fair housing assessments in Orange and Los Angeles counties.

Statements of qualification for team members are attached.





KAREN WARNER ASSOCIATES

STATEMENT OF QUALIFICATIONS

KAREN A. WARNER, AICP

Karen Warner is a consultant with over 25 years of experience in providing housing policy services to municipal clients. Karen Warner Associates (KWA) offers the following range of housing services, along with GIS mapping and graphics capability:

Housing Plan Preparation

Housing Elements

Consolidated Plans

Affordable Housing Strategies

Special Housing Studies

Inclusionary Zoning Studies

Anti-Displacement Studies

Zoning Ordinance Implementation

Project Review

Affordable Housing Projects

Density Bonus Applications

Accessory Unit Applications

HOUSING POLICY SERVICES AND EXPERIENCE

Housing Elements and Implementation

Ms. Warner is a recognized leader in the field of **housing elements**, having authored over 100 elements throughout the State. She has been involved in four Regional Housing Needs Assessment cycles, and assisted several SCAG cities in appealing their RHNA allocations. Ms. Warner works with many of her housing element clients to assist in program implementation, including drafting zoning code amendments, conducting land use/second unit surveys, preparing program handouts, and conducting various specialized studies. *She recently drafted ordinances for several cities to address the new density bonus and accessory dwelling unit laws which took effect January 1, 2017.*

Nexus Studies

Ms. Warner has prepared several **nexus studies** in support of inclusionary zoning and commercial impact fee ordinances. *She worked with the City of Burbank in development of its first inclusionary housing ordinance; assisted the cities of Agoura Hills, Calabasas and Huntington Park in conducting inclusionary housing and commercial impact fee studies; and teamed with Keyser Marston Associates in preparing a residential nexus analysis and recommended ordinance revisions in Sonoma and Mill Valley.*

Federally Mandated Housing Plans

Ms. Warner has overseen the preparation of numerous **federally mandated housing plans**, including over 25 Consolidated Plans and 15 Analysis of Impediments to Fair Housing Choice (AI). Many of these plans have involved consensus building among divergent stakeholders to establish a unified vision for expenditure of public funds. *She completed Consolidated Plans for the cities of Burbank, Huntington Beach and Santa Barbara using HUDs new e-Con Planning Suite, and worked with 16 Orange County cities in preparing a regional Analysis of Impediments to Fair Housing.*

882 N. Holliston Ave. • Pasadena, CA 91104 • 626-791-5596

KWarnerAssoc@yahoo.com

PRIOR PROFESSIONAL EXPERIENCE

Prior to forming KWA in 2002, Ms. Warner worked as a planner in both the public and private sectors. Private sector experience over the past 25 years included serving as Director of Housing Programs for Cotton/Bridges/Associates, and as General Plan project manager for Envicom Corporation. Public sector experience included current planning work for the City of Paramount and County of Santa Barbara. As a research assistant for HUD in Washington D.C., Ms. Warner produced a guidebook for local jurisdictions to facilitate mixed-use development.

Ms. Warner has served as a conference speaker on housing issues for APA, CRA, HUD, NAHRO, HUD, and the League of California Cities.

EDUCATION

Master in Urban Planning, UCLA

B.A. in Environmental Studies/Business Economics, UC Santa Barbara

UCLA Continuing Education - courses in public speaking and community facilitation

REPRESENTATIVE PROJECTS

Housing Elements

City of Beverly Hills
City of Brea
City of Burbank
City of Huntington Beach
City of Mill Valley
City of Pasadena
City of Santa Fe Springs
City of Santa Clarita
City of Santa Monica
City of San Rafael
City of Sausalito
City of Sonoma
City of Sunnyvale
City of Yorba Linda

Inclusionary Housing Studies/Ordinances

Agoura Hills Inclusionary Housing Fee Study
Burbank Inclusionary Housing Ordinance
Calabasas Housing/Commercial Impact Fee Study
Calabasas Housing Trust Fund Strategy
Huntington Park Fee Analysis/Housing Strategy
Mill Valley Nexus Study/Ordinance Recommendations
Santa Rosa Inclusionary Ordinance Update
Sonoma Nexus Study/Ordinance Recommendations

Consolidated Plans/

Fair Housing Assessments (AI)

City of Burbank
City of Glendora
City of Huntington Beach
City of Long Beach
City of Santa Barbara
City of Santa Monica
City of Westminster
County of Los Angeles (County & 49 cities)
County of Orange Regional AI (16 cities)

Other Housing Studies

Duarte Affordable Housing Strategy
Huntington Park CDBG and HOME Administration
Long Beach Housing Action Plan
MERCIAffordable Housing Grant Applications
Mill Valley Housing Element (Zoning) Implementation
Pasadena Housing Agenda for Action
Reno/Sparks/Washoe Co. Affordable Housing Plan
San Fernando ADU and Density Bonus Ordinance
Santa Rosa Density Bonus Ordinance Update
Sausalito Housing Element (Zoning) Implementation
Sierra Madre Second Unit Survey/Amnesty Program
Sunnyvale Affordable Housing/Anti-Displacement Plan

LORRAINE MENDEZ

2100 Cold Stream Court, Oxnard, CA 93036

(805) 665-7310

Lorraine-mendez@hotmail.com



OBJECTIVE

To support local municipalities with the administration and implementation of Federal CDBG and HOME programs.



EDUCATION

B.A. Economics, Minor in Business | California State University, Northridge



EXPERIENCE

Housing and Community Development Consultant | Lorraine Mendez & Assoc.

JULY 2006 – PRESENT

Assist various cities with ongoing administration of HUD's Community Development Block Grant (CDBG) and Home Investment Partnerships Act (HOME) programs, including:

- Preparation of Annual Action Plan, Five Year Consolidated Plan, and Consolidated Annual Performance Evaluation Report (CAPER).
- Preparation of department protocols and procedures.
- Management of the federal Integrated Disbursement and Information System (IDIS).
- Environmental Review Records up to level of Environmental Assessment.
- Monitoring of City's HOME-assisted affordable housing agreements including on-site monitoring of housing projects to ensure compliance with HOME regulations.
- Assistance with other assignments as needed including the development a code enforcement strategy for use of CDBG funding, affordable housing agreements, layering reviews, staff reports, requests for proposals, and other department reports and correspondence.

Subconsultant to Karen Warner Associates (KWA) | various assignments

JULY 2006 – PRESENT

Worked closely with Ms. Warner in the preparation of background reports on several Housing Elements, including elements for the cities of Brea, Huntington Park and Agoura Hills.

Collaborated with KWA in the preparation of federal Consolidated Plans for the cities of Santa Barbara and Burbank. Was under contract to KWA for administration of the CDBG/HOME program in Huntington Park for over seven years.

Administrative Analyst II | City of Burbank

OCTOBER 2000 – JUNE 2005

Managed Community Development Department Administrative Division including handling of department personnel issues, coordinated budgets for General Fund, Special Revenue Funds, Housing Authority, Redevelopment, CDBG, HOME, and CIP Programs, organized community outreach programs, and oversaw council agenda for department.

STATEMENT OF QUALIFICATIONS

JOHN N. OSHIMO

John N. Oshimo has 40 years of professional urban planning experience and has successfully managed community and regional planning projects: general plans (especially land use and housing elements); specific plans; demographic analyses and forecasts; economic development/redevelopment plans and implementation projects; and environmental documents (CEQA). He has also conducted numerous community participation workshops that provided planning information and received input from residents, businesses, and public agencies on the development of various planning programs.

Mr. Oshimo has worked on a broad range of planning projects, and this experience has given him an understanding of the relationships among the various planning disciplines, as well as the relationship between the private and public sectors and between local and regional planning entities.

RELEVANT PLANNING EXPERIENCE

General Plan/Specific Plan

Mr. Oshimo prepared seven Housing Elements (Artesia, Arvin, Gardena, Indio, La Habra, Rosemead, Lakewood) and numerous General Plans and Specific Plans, including the City of Arvin General Plan Update (Land Use, Housing, Air Quality, Conservation/Open Space, and Community Health Elements) and the City of Gardena General Plan Update and EIR. He also prepared the senior housing specific plans for the Cities of Apple Valley, Artesia, and Sierra Madre.

Public Outreach

As part of the planning process, Mr. Oshimo has conducted numerous community meetings for planning documents, such as Land Use and Housing Elements, Consolidated Plans and Analysis of Impediments studies, redevelopment projects, and CEQA documents (EIRs). For the 16 Orange County Cities Analysis of Impediments project, Mr. Oshimo conducted five community meetings at different locations in Orange County. The meetings provided information on fair housing laws, and gave residents and housing service agencies an opportunity to share their fair housing issues and concerns, which were incorporated into the Analysis of Impediments document. For this project, he also prepared newspaper notices, handout materials, and the presentation. Mr. Oshimo was also involved in the El Monte Community Building Initiative that targeted three areas of the city in developing a community development strategic plan from the neighborhood up.

CDBG/HOME Funding Programs

Mr. Oshimo was project manager for the 16 Orange County Cities Regional Analysis of Impediments to Fair Housing Choice (AI) and the Cities of Bakersfield, Jurupa Valley, and Lakewood's Consolidated Plan/AI. In addition, he managed numerous CDBG/HOME-funded home improvement programs (Costa Mesa, Hesperia, Huntington Beach, Laguna Hills, and Stanton), conducted CDBG slum/blight surveys for housing and public infrastructure improvement projects (Gardena and La Mirada), and reviewed and monitored CDBG/HOME-funded affordable housing projects.

Redevelopment/Economic Development

Mr. Oshimo was the redevelopment consultant to over 20 former redevelopment agencies in Los Angeles and Orange Counties. He also managed the preparation of the Downtown Bakersfield Economic Development Strategy, City of Chino Hills Mixed-Use Development Market/Economic Analysis, City of

Gardena Spring Park Senior Housing Project Market Study, and City of Newport Beach, Newport Pier Retail Study.

Environmental

Mr. Oshimo recently serviced as project manager for the City of Hawthorne Downtown Specific Plan EIR, City of El Monte Main Street Downtown TOD Specific Plan EIR, and the City of Santa Ana Tustin Avenue Retail Project MND. Also, for the City of Arvin, he prepared the Municipal Climate Action Plan and numerous General Plan Amendment/Zone Change MNDs.

PRIOR PROFESSIONAL EXPERIENCE

Mr. Oshimo also worked for the Southern California Association of Governments' (SCAG) Growth Management Division for 12 years. As a senior planner, he developed growth management policies, such as the jobs/housing balance policy and local and regional population, housing, and employment forecasts. These forecasts were used as the basis for the Regional Housing Need Assessment (RHNA). He was also President and owner of GRC Associates, Inc., an urban planning and redevelopment consulting firm in Southern California.

EDUCATION

Master of Planning, Urban and Regional Planning, University of Southern California

Bachelor of Arts, Geography, University of California, Los Angeles



evan
brooks
associates

JORGE ZARZA

Senior GIS Mapping Specialist

EDUCATION

BS, Urban and Regional Planning, California State Polytechnic University, Pomona

- GIS Certificate, Rio Hondo College

PROFESSIONAL EXPERIENCE

- Planner, City of San Fernando
- Planner and GIS Technician, Southern California Association of Governments
- Assistant Planner, City of Baldwin Park

BENEFITS TO CLIENT

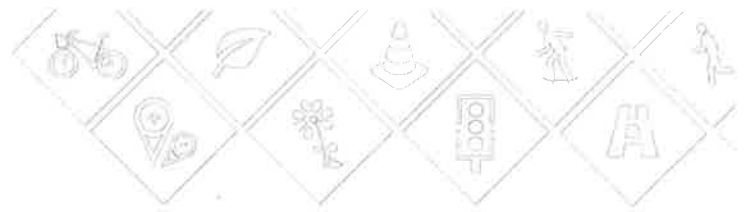
- 15+ years' experience as a GIS cartographer for a wide variety of projects and applications
- Local planning experience working for SCAG and the City of Baldwin Park
- Bilingual (Spanish)

Jorge Zarza has more than 15 years of experience as a regional and city planner, specializing in GIS mapping, land use planning, urban design, smart growth, and bicycle and pedestrian design. Jorge's experience includes serving as a planner for the cities of Baldwin Park and San Fernando and the Southern California Association of Governments (SCAG). In each position, he integrated public concerns and the built environment to collaborate with multiple cities and agencies throughout Los Angeles County. He worked to ensure cities understood the benefits of long term planning that addressed economic and developmental challenges affecting public health and the built environment.

As EBA's Senior GIS Mapping Specialist, Jorge plays a pivotal role in each project, wherein he assembles census geography and attributes for community mapping and analysis, geocodes addresses, and digitizes and assembles geo-databases. This work allows him to cartographically prepare map layouts for a wide variety of applications, including planning studies, grant proposals, communication and marketing plans. He utilizes ArcGIS, Adobe Illustrator, and all types of databases to map a location's attributes. Each map helps clients make well-informed, data-driven decisions.

Career Highlights and Experience

- Updated land-use database for Southern California Association of Governments for the 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy.
- Produced 64 maps for the City of Montebello's Line-by-Line Analysis Report, including but not limited to bus line system maps, weekly boarding by stop and direction, transit use by census tract, and route change proposal maps.
- Prepared 50 maps for the City of San Fernando's Active Transportation Plan and Safe Routes to School Project, including but not limited to land use, bikeways, existing conditions, school site, and proposed improvement mapping.
- Prepared 23 maps for Baldwin Park's Non-Motorized Active Transportation Plan, including bicycle lane and pedestrian infrastructure maps, highlighting existing and proposed conditions by neighborhood
- Extensive experiencing producing print-ready maps for all types of applications, including:
 - ✓ Metro Rail to Rail/River Active Transportation Corridor Project Alternative Analysis - Segment B (GIS Mapping)



Lead)

- ✦ Bicycle Transportation Master Plan, Huntington Park (Planning and GIS Mapping Lead)
- ✦ Bicycle Transportation Plan, Rosemead (Planner and GIS Mapping Lead)
- ✦ Downtown Specific Plan and Environmental Impact Report (Planner and GIS Mapping Specialist)
- ✦ Health and Sustainability Element, Baldwin Park General Plan (Planner and GIS Mapping Lead)
- ✦ Non-Motorized Active Transportation Plan, Baldwin Park (Planner and GIS Mapping Lead)
- ✦ Compton Ports Access Connector Project (TIGER) (GIS Mapping Lead)
- ✦ Restoration of a Portion of Compton Creek (Urban Streams) (GIS Mapping Lead)
- ✦ Maps for several grant application types, including, but not limited to ATP, HSIP, TIGER, and TIRCP.

APPENDIX

CEQA Compliance – Rincon Consultants Scope of Work HCD 6th Cycle Housing Elements - Completeness Checklist



Rincon Consultants, Inc.

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Ventura, CA 93003

805 644-4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

June 28, 2019

Karen Warner
Karen Warner Associates
882 North Holliston Avenue
Pasadena, CA 91104

Subject: Proposal to Prepare an Initial-Study-Negative Declaration for an Update to the City of Brea Housing Element

Dear Karen:

This letter is Rincon Consultants' proposal to prepare an Initial Study and Negative Declaration (IS-ND) for an update to the City of Brea's Housing Element. This proposal includes: (1) our proposed work scope; (2) a schedule for completion of the IS-ND work program; (3) our cost estimate for completing the proposed work program; and (4) a summary of Rincon's qualifications to prepare the IS-ND.

Scope of Work

Our work scope will be as follows:

1. **Administrative Draft IS-ND** – Rincon will prepare an internal review (Administrative Draft) IS-ND. Rincon will use the City's preferred format. The Administrative Draft IS will address all items on the environmental checklist. Whenever possible, impacts will be quantified. Where they are readily available, existing technical studies, including the Housing Element and associated background reports, will be used. We assume that the analysis will be programmatic in nature and that the impacts of specific housing projects that may be facilitated by the Housing Element will be addressed as part of future site-specific environmental reviews. No special technical studies are proposed to be conducted at this time. As appropriate, the analysis will point to existing General Plan policies and other standard procedures that address potential environmental impacts. If necessary, programmatic mitigation will be developed to address identified significant impacts. Such mitigation will generally involve establishing standards for future individual developments that may be facilitated by the Housing Element. Rincon will submit an electronic copy of the Administrative Draft IS-ND in PDF and Word format.
2. **Public Review Draft IS-ND** – Rincon will respond to City comments on the Administrative Draft IS-ND and prepare the Public Review Draft IS-ND. If necessary, we will provide a single screencheck version of the Public Review Draft IS-ND prior to publication. Rincon will provide up to 15 copies of the Public Review Draft IS-ND and will be responsible for mailing of the IS-ND to the State Clearinghouse, but we assume that the City will be responsible for other required noticing. Rincon will complete the required State Clearinghouse Notice of Completion (NOC) form and prepare a Notice of Intent (NOI) to adopt an ND for the City's use.
3. **Final IS-ND** – Upon receipt of public comments on the Draft IS-ND, Rincon will prepare draft responses to comments for City review (although responding to comments is not technically



required for NDs, normal practice is to prepare written responses). Upon receipt of City comments on the draft responses, we will incorporate changes and prepare the final responses to comments. If mitigation measures are identified, the Administrative Final will include a Mitigation Monitoring and Reporting Program (MMRP). We assume that re-printing of the IS-ND as a final document will not be necessary. We assume that the City will be responsible for filing a Notice of Determination (NOD) and paying any applicable filing fees. Rincon will assist in filling out the NOD form.

Schedule

Rincon will complete the environmental review process based on the following schedule:

- Administrative Draft IS-ND to be submitted within four weeks of receipt of the draft Housing Element
- Public Review Draft IS-ND to be submitted within two weeks of receipt of comments on the Administrative Draft IS-ND (if necessary, a screencheck version of the Public Review Draft IS-ND will be submitted prior to publication)
- Public Responses to comments on the Public Review Draft IS-ND and the MMRP (if required) to be submitted within two weeks of receipt of all comments on the Public Review Draft IS-ND

Cost

Our budget for the IS-ND work program is **\$14,273**. The table on the following page shows a breakdown of costs by task. Our cost estimate includes 12 hours to respond to public comments. We assume that the Housing Element will not be highly controversial and that a conceptual analysis will suffice to meet the City's and community's needs.

This proposal is valid for a period of 60 days and is fully negotiable. We appreciate the opportunity to assist you with this project. Please let us know if you have any questions or need anything else.

Sincerely,
Rincon Consultants, Inc.

Joe Power, AICP CEP
Principal/Vice President



City of Brea

Housing Element Negative Declaration

Cost Estimate

Tasks	Cost	Hours	Rincon Labor Hours				
			Principal \$240/hour	Sr. Prof. I \$160/hour	Prof. II \$115/hour	GIS/CADD Specialist \$112/hour	Production \$88/hour
1. Administrative Draft IS-ND	\$6,720	52	4	8	32	4	4
2. Public Review Draft IS-ND	\$2,792	22	2	4	8	2	6
3. Final IS-ND							
<i>Responses to Comments</i>	\$1,810	12	2	4	6		
Project Management	\$1,776	10	4	4			2
Rincon Labor Total	\$13,098	96	12	20	46	6	12
Other Costs							
Printing							
Public Review Draft IS-ND (15 copies)	\$675						
Miscellaneous Expenses	\$500						
Total (Other Costs)	\$1,175						
Total (Rincon Labor + Other Costs)	\$14,273						

INTERNAL USE ONLY
HOUSING ELEMENT REVIEW WORKSHEET

Locality _____ HCD Received Date ____/____/____ ☐ Draft ☐ Adopted

Contact Person _____ Phone # _____

Does AB 1397/AB 879 Apply? ☐ Yes ☐ No Coastal Zone? ☐ Yes ☐ No

Section numbers refer to the Government Code (Article 10.6)

I. Public Participation (GC 65583(c)(8))

- | | |
|---|--------|
| A. Diligent efforts to achieve public participation of all economic segments of the community in the development and adoption of the element. | Page # |
| B. Description of how public input was or will be considered and incorporated in the element. | _____ |

II. Review and Revision (GC 65588(a) & (b))

- | | |
|--|--------|
| A. Evaluation and revision of the previous element: | Page # |
| 1. "Effectiveness of the element" (Section 65588(a) (2)): A review of the actual results of the previous element's goals, objectives, policies, and programs. The results should be quantified where possible (i.e., number of housing units rehabilitated). | _____ |
| 2. "Progress in implementation" (Section 65588(a) (3)): An analysis of the significant differences between what was planned in the previous element and what was achieved. | _____ |
| 3. "Appropriateness of goals, objectives and policies" (Section 65588(a) (1)): A description of how the goals, objectives, policies and programs of the updated element incorporate what has been learned from the results of the previous element. | _____ |
| B. Adequate sites implementation/rezone program (GC Section 65584.09); if needed. | _____ |

III. Housing Needs Assessment (GC 65583(a))

	Owner	Renter	Total	Page #
A. Population and Employment Trends				_____
B. Household Characteristics				
1. Number of existing households	_____	_____	_____	_____
2. Total households overpaying for housing	_____	_____	_____	_____
3. Lower income households overpaying	_____	_____	_____	_____
4. Total number of existing extremely low-income households	_____	_____	_____	_____
5. Total number of projected ELI households			_____	_____

	Owner	Renter	Total	Page #
C. Housing Stock Characteristics				
1. Housing conditions: number of units needing rehabilitation/replacement			_____	_____
2. Overcrowded households	_____	_____	_____	_____
3. Housing costs (for sale and rental)	_____	_____	_____	_____
4. Housing units by type			_____	_____
5. Vacancy rates	_____	_____	_____	_____

	Owner	Renter	Total	Page #
D. Special Housing Needs Analyses				
1. Persons with disabilities			_____	_____
2. Persons with developmental disabilities			_____	_____
3. Elderly			_____	_____
4. Large households			_____	_____
5. Farmworkers (seasonal and permanent)			_____	_____
6. Female headed households			_____	_____
7. Homeless			_____	_____
8. Other _____			_____	_____

E. Analysis of opportunities for energy conservation in residential development [e.g., provide incentives to encourage green building practices, promote higher density, compact infill development and passive solar design]				Page #

F. Analysis of existing assisted housing projects at-risk of converting to non-low income uses				Page #
1. Inventory of at-risk units			_____	
2. Assessment of risk			_____	
3. Estimate of replacement vs. preservation costs			_____	
4. Identify qualified entities			_____	
5. Identify potential funding			_____	

Page #

- G. Projected housing need, including the locality's share of the regional housing needs as determined by the COG or HCD, progress toward RHNA and documenting affordability based on rents, sales prices, or other mechanisms that ensure affordability

Income Category	New Construction Needs	Progress toward the RHNA, if any	Remaining RHNA
Very low- (0-50% of AMI)			
Other lower- (51-80% of AMI)			
Moderate- (81-120% of AMI)			
Above-moderate (> 120% of AMI)			
TOTAL UNITS			

IV. Sites Inventory and Analysis and Zoning for a Variety of Housing Types (GC Sections 65583(a) (3), 65583(c) (1) and 65583.2)

Page #

A. Sites Inventory (GC 65583.2(a) and (b))

1. List of each property's parcel number (GC 65583.2(b)(1))
2. List of each property's size (GC 65583.2(b)(2))
3. List of each property's general plan and zoning designation (GC 65583.2(b)(2))
4. Describe each non-vacant site's existing uses (GC 65583.2(b)(3))
5. Identify the number of units that can be "realistically accommodated" on each site (GC 65583.2(c))
6. Identify the affordability level of the units on the identified sites (GC 65583.2(c))
7. Map of Sites (GC 65583.2(b)(7))

B. Sites Inventory Analysis of Suitability and Availability (GC 65583.2)

Page #

1. Realistic development capacity calculation accounts for minimum density requirements, land use controls, site improvements, and typical densities of existing or approved projects at similar income levels, and access to current, or planned, water, sewer, and dry utilities. (GC 65583.2(c)(1) and(2))
2. Sites have existing, or planned, water, sewer, and dry utilities infrastructure available and accessible sufficient to support housing development (GC 65583.2(b)(5)(B)).
3. Sites smaller than one-half acre or larger than 10 acres have analysis that demonstrates they are adequate sites to accommodate housing for lower income households. For example, either similarly sized sites were developed with equivalent number of units in the same income category or site has an approved development (GC 65583.2(c)(2)(A)&(B)).

4. Identification of zoning for housing for lower-income households demonstrated by either analysis or meeting the default density of _____ du/ac GC 65583.2(c)(3)(A) or (B). _____
5. Describes any known environmental constraints to the development of housing within the jurisdiction. Also, describes mitigation measures, if any, to the environmental constraints. This information need not be identified on a site-specific basis. (GC 65583.2(b)(4)). _____
6. For vacant sites identified in two or more consecutive planning periods' housing elements or nonvacant sites identified in a prior housing element, that are identified to accommodate housing for lower income households, the sites meet the density requirements for housing for lower income households and the housing element includes a program to allow by right approval for housing developments that include 20 percent or more of its units affordable to lower income households.(GC 65583.2(c)) _____

C. Nonvacant Site Analysis

Page #

1. The realistic capacity methodology analyzes the extent the existing use may impede additional residential development, the jurisdiction's past experience converting existing uses to higher density residential development, current market demand for the existing use, analysis of existing leases or other contracts that would perpetuate the existing use or prevent additional residential development, development trends, market conditions, and incentives or standards that encourage development. (GC 65583.2(g)(1)) _____
2. If non-vacant sites accommodate 50% or more of the lower-income need, the housing element must describe "substantial evidence" that the existing use does not constitute an impediment for additional residential use on the site. Absent substantial evidence, the existing use is deemed an impediment to additional residential development during the planning period. (GC 65583.2(g)(2)) _____
3. Non-vacant sites that include residential units, either existing or demolished, that are/were occupied by, or subject to affordability agreements for, lower income households within 5 years preceding the beginning of the planning period are subject to a housing replacement program consistent with the requirements listed in GC 65915(c)(3) (GC 65583.2(g)(3)) _____

Page #

D. Alternative Adequate Sites (GC Section 65583.1(c)(1); if appropriate

1. Substantial Rehabilitation _____
2. Acquiring Affordability (Conversion) _____
3. Preservation of At-Risk units _____

E. Zoning for a Variety of Housing Types (GC 65583(a)(4);(c)(1) and 65583.2(c))

1. Multifamily rental housing
2. Housing for agricultural employees (permanent and seasonal)
3. Emergency shelters
4. Transitional housing
5. Supportive housing
- Have policies/procedures to accommodate AB 2162?
6. Single-room occupancy
7. Mobilehomes/Factory-built housing
8. Accessory dwelling units

V. Constraints on Housing (GC Section 65583(a) (5) and (6))

Page #

A. Governmental Constraints (GC 65583) (a) (5))

1. Land-use controls (e.g., zoning-development standards, including parking, height limits; setbacks, lot coverages, minimum unit sizes, growth controls)
2. Codes and enforcement (e.g., any local amendments to UBC, Cal. Green Building Code Stds., degree or type of enforcement)
3. On/Off-site improvements (e.g., curbing requirements, street widths, circulation improvements)
4. Fees & exactions (e.g., permit and impact fees & land dedication or other requirements imposed on developers)
5. Processing and permit procedures (e.g., permit and approval process including discretionary review procedures; description of permitted uses; design review process; planned development, processing times)
6. To housing for persons with disabilities (e.g., reasonable accommodation procedure, zoning and land use, building codes, definition of family, any siting requirements)
7. Includes analysis of any locally adopted ordinance that directly impacts the cost and supply of residential development, e.g. Inclusionary Ordinance, Short-Term Rental Ordinance (GC 65583(a)(5)).

B. Nongovernmental Constraints (GC Section 65583(a)(6))

1. Availability of financing _____
2. Price of land _____
3. Cost of construction _____
4. Identifies local efforts to address non-governmental constraints that create a gap in the jurisdiction's ability to meet RHNA by income category. _____
5. Identifies and analyzes requests to develop at densities below the density identified in the site inventory and describes the length of time between project approval and request for a building permit that hinders the jurisdiction's ability to accommodate RHNA by income category. (GC 65583(a)(6)) _____

VI. Quantified Objectives (GC Section 65583(b) (1))

Estimate quantified objectives for the number of housing units (by income level) over the timeframe of the element:

	Extremely Low	Very Low	Low	Moderate	Above Moderate
Construction					
Rehabilitation					
Conservation/Preservation					
TOTAL					

VII. Other Topics

- Page #**
- A. Description of means by which consistency will be achieved and maintained with other general plan elements (GC Section 65583(c)(7)) _____
 - B. Construction, demolition and conversion of housing for lower-and moderate-income households in the coastal zone (GC Section 65588(c) and (d)) _____
 - C. Priority water and sewer services procedures for developments with units affordable to lower-income households (GC Section 65589.7) _____

Please note the following pieces of legislation are implemented based on the timing of the element. FYI only.

- General Plan/Disadvantaged Communities (GC 65302.10) _____
- Land Use Element/Flood hazard and management (GC 65302(d)(3) and (g)(2)(B)) _____
- Safety Element/Fire hazard (GC65302 and 65302.5) _____
- San Joaquin Valley Air Pollution Control District _____
- Environmental Justice (GC 65302(h)) _____

VII. Housing Programs (GC 65583(c))

Program Findings and Purpose	Program Number	Page No.
<u>Include a program which sets forth a schedule of actions during the planning period...such that there will be beneficial impacts (Section 65583(c)):</u> 1. Objectives 2. Timing 3. Beneficial Impact 4. Responsible Entities		
<u>Provide adequate sites (65583(c)(1))</u> 1. Programs to provide capacity to accommodate regional need 2. Program for a variety of housing types 3. Non-vacant site occupied by lower-income household within the last 5 years		
<u>Assist in the development of adequate housing to meet the needs of extremely low-, very low-, low- and moderate-income households (65583(c)(2)):</u> 1. Utilize federal, State, and local financing and subsidies 2. Provide regulatory concessions and incentives 3. Specific actions to assist in the development of ELI households.		
<u>Address governmental and non-governmental constraints (65583(c)(3)):</u> Non-Governmental Constraint Land-use Fees and exactions Processing and permit procedures Persons with disabilities, including Developmental disabilities		
<u>Conserve and improve the condition of the existing affordable housing stock (65583(c)(4))</u>		
<u>Program to promote equal housing opportunities (65583(c)(5))</u>		
<u>Preserve units at-risk (65583(c)(6)(d))</u>		

Adequate Sites rezone program (GC Section 65583(c)); if needed

A. Program Checklist

1. By right defined consistent with 65583.2(h) and (i) _____
2. Minimum Density of 16 or 20 units per acre (See GC 65583.2(h)) _____
3. Sites have appropriate densities for lower income households demonstrated by analysis or meeting the density for lower income households as described in GC 65583.2(c)(3) _____
4. Minimum site capacity of 16 units _____
5. At least 50 percent of the identified shortfall is met on residential only zoned sites or up to 100% of the identified shortfall can be met on mixed-use sites if the mixed-use sites allow 100 percent of a development to be residential and requires a minimum of 50 percent of the square footage in a mixed-use development to be residential _____
6. Sites are zoned to permit owner-occupied and rental multifamily residential use by right for developments in which at least 20 percent of the units are affordable to lower income households during the planning period. _____
7. By-right approval of owner-occupied and rental multifamily residential use is limited to developments that include 20 percent or more of its units are affordable to lower-income households. _____
8. Sites have existing, or planned, water, sewer and dry utilities that are available and accessible. _____
9. Identify the acreage of the sties to be rezoned _____
10. Identify and analyze the candidate sites to be rezoned _____
11. Shortfall of sites identified _____
12. Identify the realistic capacity and total capacity of the sites to be rezoned _____
13. Identify the date for completion of the rezones _____

Vacant/Non-Vacant site program (GC 65583.2(c)); if needed

A. Program Checklist

1. The site has zoning appropriate to accommodate lower-income households demonstrated by analysis or default density pursuant to GC 65583.2(c)(3)(A) or (B). _____
2. Allows residential use by right for housing developments in which at least 20 percent of the units are affordable to lower income households _____
3. Zoning limits by-right approval to developments that include 20 percent or more of its units as affordable to lower-income households. _____

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 08/13/2019
SUBJECT: Authorization to Rebuild Engine on 2012 Pierce Fire Pumper

RECOMMENDATION

Approve engine rebuild on front-line 2012 Pierce Fire Pumper.

BACKGROUND/DISCUSSION

The Brea Fire Department has one 2012 Pierce Fire Pumper (Engine 1) stationed at Fire Station 1. The odometer currently reads 97,064 miles.

On July 13, 2019, Fleet Division staff responded to an after-hours trouble call for Engine 1 (#1202). The Engine was at St. Jude Hospital and would not start. The unit was towed to the shop and upon inspection from equipment shop personnel, it was determined the engine was locked up. The unit was towed to Valley Power Systems, Inc. in the City of Industry, for further diagnosis. After performing a thorough inspection of the engine and pulling the oil pan, it was determined the engine suffered a main bearing breakdown, causing internal component damage. Valley Power Systems provided an estimate cost to rebuild the engine.

SUMMARY/FISCAL IMPACT

Public Works staff recommends approval to rebuild the engine on the 2012 Pierce Fire Pumper. The estimated cost of rebuilding the engine is \$57,978.05; \$16,164 of the cost is for labor. If the engine block is determined to not have internal damage and can be rebuilt, there will be a cost savings on the core charge of \$10,625.

Funding for the repairs will be appropriated to the Vehicle Maintenance Fund (480). The appropriation for this purchase will be addressed in the first round of FY 2019-20 Budget Adjustments.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alex Escobar, Fleet Supervisor

Concurrence: Ron Krause, Superintendent and

Tony Olmos, P.E., Public Works Director

Attachments

Engine 1 Cost Sheet Appr

NOT POSTED TO FLEET
 UPDATED: 07/18/19 08:53 am PDT



Valley Power Systems, Inc. - City of Industry

BAR# ARD133217 EPA# CAR000058776 425 S. Hacienda Blvd. City of Industry, California 91745

Phone: (626) 333-1243 - Fax: (626) 369-7096



Case Number: 5044132 - Repair Order Number: I32855

Purchase Order Number: n/a

Service Writer: Perez, Alfonso - Case Date: 07/15/19 04:37 pm PDT

Brea City Fire	Unit #: E-1		
Address: 1 CIVIC CENTER CIRCLE Brea, CA 92821	Asset: 2012 PIERCE ARROW XT	Miles 97,064	
Phone: (714) 990-7699	Serial #: CA012773		
Fax: (714) 990-5037	VIN: 4P1CA01D1CA012773		
Cust #: 012289	Engine: DD13		
	Engine Hours: 0		

Complaint:

1. TOWED IN: C/A ENGINE LOCKED UP (CUST ADV REMOVED STARTER TESTED & STARTER IS OK)

Operation	Operation	Labor	Parts	Core Charge	Total
1	DIAG. ENGINE LOCKED UP	\$540.00	\$0.00	\$0.00	\$540.00
2	Req Additional Diag (Bearing Failure)	\$279.00	\$0.00	\$0.00	\$279.00
3	3/4 BLOCK. Parts: (1.0) 3/4 ENG DD13 ENGINE	\$15,345.00	\$24,184.21	\$10,625.00	\$50,154.21
4	OPERATION ONE. FUEL MODULE COUPLING, BANJO SEALS, FUEL FILTERS, INJECTOR SEAL KIT, COOLANT LINE. Parts: (1.0) CLNT LINE, (1.0) KIT - FILTER INSERT, (1.0) PIPE, (12.0) SEAL RING (20mm O.D. x	\$0.00	\$96.55	\$0.00	\$96.55
5	OPERATION # 2 HP LINE KIT, HP SEAL KIT AND HP LOW AND HIGH GASKET Parts: (1.0) GASKET, (1.0) GASKET, (1.0) HPF LINE KIT, (1.0) OIL SEAL KIT	\$0.00	\$214.92	\$0.00	\$214.92
6	OPERATION #3 AIR COMPRESSOR SEALS, POWER STEERING GASKET, COOLANT LINE, Parts: (1.0) COOLANT LINE, (1.0) GASKET, (1.0) O-RING, (1.0) O-RING 16MM	\$0.00	\$32.19	\$0.00	\$32.19
7	operation # 4 flywheel bolts, oil pan gasket, overhaul kit. Parts: (1.0) O/H GSKT KIT, (1.0) SEAL, (12.0) BIHEX BOLT	\$0.00	\$348.81	\$0.00	\$348.81
8	OPERATION # 5 OIL MODULE GASKET, EGR CLAMP KIT, AND GASKET, PLUGS Parts: (1.0) GASKET, (1.0) SEAL, (2.0) CLAMP KIT, (2.0) PIPE CLAMP, (2.0) SEALING RING	\$0.00	\$242.40	\$0.00	\$242.40
9	OPERATION #6 OIL AND BREATHER Parts: (1.0) OIL SEP, (55.0) DELO400 10W30 QT	\$0.00	\$498.03	\$0.00	\$498.03
10	OPERATION #7 CAM HAOSING SEAL, CONN PIPES, ROCKER GASKET, INJECTOR HARNESS, Parts: (1.0) CONN PIPE, (1.0) HARNESS, (1.0) HARNESS, (1.0) SEAL, (1.0) SEAL, (2.0) CONN PIPE	\$0.00	\$271.51	\$0.00	\$271.51
11		\$0.00	\$902.21	\$0.00	\$902.21

OPERATION # 8 INTAKE GASKET, EXHAUST GASKETS, TURBO GASKET, BOLTS & NUTS, EGR COOLER OUTLET GASKET, HEAD GASKET SET.

Parts: (1.0) HD GSKT KIT, (1.0) HEX NUT, (1.0) METAL SEAL, (1.0) NO.105 GREASE 10OZ TUBE, (1.0) RTV 85GRAM, (1.0) SEAL, (1.0) SEAL, (1.0) SEAL (METAL, (1.0) SEAL (METAL, (1.0) SEAL RING, (3.0) HEX HD BOLT, (30.0) TIE-WRAP 18-1400 3/16X14, (4.0) SCOTCH BRITE PAD, (40.0) TIE STRAP-W FIR TREE MO, (6.0) SEAL

Notes: [7/16/2019 at 02:24 pm PDT] - SENT ESTIMATE TO BRAD VIA EMAIL

Parts: \$26,790.83
Labor: \$16,164.00
Core: \$10,625.00
Haz. Waste: \$40.00
Shop: \$803.72
Freight: \$0.00
Tax: \$3,554.50
Travel Charges: \$0.00
TOTAL: \$57,978.05

WARRANTY INFORMATION: WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS, reliable ENGINES, reliable ASSEMBLIES, reliable PARTS AND UTEX PARTS IS LIMITED TO THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF THE REPAIRS PERFORMED WHEN VALLEY POWER SYSTEMS, Inc. or any of its subsidiaries (herein to refer to as "VALLEY") EXAMINATION SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 180 DAYS FROM THE DATE OF DELIVERY. VALLEY's SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION EXCHANGE ANY SUCH GOODS OR SERVICES WHICH ARE FOUND BY VALLEY TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL, FOR reliable assemblies. THIS IS LIMITED TO REPAIRS OR REPLACEMENT OF THE FAILED reliable COMPONENTS ONLY. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, IN NO EVENT SHALL VALLEY BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING TOWING OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE SALE OF GOODS OR FURNISHINGS SERVICES. THESE WARRANTIES ARE ONLY APPLICABLE WARRANTY AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED. INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN.

CUSTOMER RESPONSIBILITY FOR NON-WARRANTY REPAIRS: IN SOME INSTANCES, CERTAIN OF THE REPAIRS REQUESTED BY YOU MAY HAVE THE POSSIBILITY OF BEING COVERED BY A MANUFACTURER'S WARRANTY, IN SUCH INSTANCES, VALLEY MAY, AS AN ACCOMMODATION TO YOU, FILE WARRANTY CLAIM ON YOUR BEHALF AND DEFER BILLING YOU UNTIL THE MANUFACTURER HAS RESPONDED TO THE WARRANTY CLAIM. HOWEVER, ANY AMOUNTS NOT PAID BY SAID MANUFACTURER WILL BE BILLED TO YOU AND WILL BE DUE UPON RECEIPT OF INVOICE.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH INSTALLATION OF THE NECESSARY MATERIAL, AND HEREBY GRANT VALLEY AND/OR ITS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR PRODUCT HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS LEAN IS HEREBY ACKNOWLEDGED ON THE VEHICLE OR PRODUCT TO SECURE THE AMOUNT OF THE REPAIRS THERETO. I ALSO ACKNOWLEDGED THAT THE REPAIRER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ARTICLES LEFT WITH VEHICLE OR PRODUCT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND ITS CONTROL, AND IT'S NOT RESPONSIBLE FOR MATERIAL UNCLAIMED AFTER 30 DAYS. I ALSO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE WARRANTY INFORMATION SHOWN ABOVE.

DATE: _____ SIGNED: X _____

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/13/2019

SUBJECT: Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2019-20

RECOMMENDATION

Authorize the Purchasing Agent to issue purchase orders in an amount not-to-exceed \$487,500 for various City vehicles described in the Annual Vehicle Purchase Plan for Fiscal Year 2019-20.

BACKGROUND/DISCUSSION

Each fiscal year, the vehicles used by various City departments are assessed to determine whether it is best to continue maintenance, retire, replace, or add new units. The determining factors include excessive mileage; unit hours; age and normal life expectancy; maintenance costs and history; and safety and environmental impacts. The attached equipment list indicates the replacements that were approved in the new fiscal year budget. This list provides the equipment descriptions, quantities, estimated costs, and departments where they will be assigned. For this fiscal year, the requirements are for replacements only, no additional units are planned. The Purchasing Division will solicit bids for the listed equipment per the formal bidding requirements of the Brea Municipal Code, or utilize competitively bid national cooperative agreements or "piggybackable" contracts, whichever provides the best available pricing and is in the best interests of the City.

Staff requests that Council authorize the Purchasing Agent to issue purchase orders immediately after completing the best available pricing analysis, without the need to return to City Council for approval of the individual awards. This would ensure the needed equipment is replaced in a timely fashion and without interruption in service; manufacturer production cutoff dates are met; taking advantage of incentives and discounts; and the expediting of the purchase of these items. Should any of the listed equipment be limited to a single source, the Purchasing Agent will verify and document the reasons for the sole source procurement prior to award.

To help facilitate operational and budgetary requirements, staff requests that Council authorize the Fleet Supervisor and Purchasing Agent to make changes in the type and quantity of the listed equipment, subject to budget appropriations and the not-to-exceed amount requested.

SUMMARY/FISCAL IMPACT

The City Council adopted Fiscal Year 2019-20 Budget has sufficient funding available for the requested not-to exceed amount for these purchases in the Public Works' Equipment Maintenance Division expenditure account in Mobile Equipment (480-51-5161-4641).

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alex Escobar, Fleet Supervisor

Concurrence: Ron Krause, Superintendent and Tony Olmos, P.E., Public Works Director

Attachments

FY 2019-20 Vehicles and Equipment Purchase Plan

DEPARTMENT	UNIT #	2019/20
POLICE SERVICES		
ADMIN FORD FUSION (CHIEF)	1317	\$ 35,000
MOTORCYCLE	1128	\$ 29,500
CRIME IMPACT	1415	\$ 30,000
CRIME IMPACT	1417	\$ 30,000
DETECTIVE	1325	\$ 30,000
DETECTIVE	1420	\$ 30,000
UV INTERCEPTOR (958)	1516	\$ 37,000
UV INTERCEPTOR (957)	1517	\$ 37,000
UV INTERCEPTOR (962)	1527	\$ 37,000
DETECTIVE Decision Package		\$ 30,000
FIRE SERVICES		
SUV-PREVENTION	27013	\$ 35,000
FORD EDGE (EMER. PER.)	1013	\$ 30,000
COMMUNITY DEVELOPMENT		
PRIUS-ADMINISTRATION	28028	\$ 30,000
PUBLIC WORKS VEHICLES		
1/2 TON PICKUP-B	27001	\$ 33,500
1/2 TON PICKUP-P	1006	\$ 33,500
TOTAL		\$ 487,500

Compatibility Report for VEHICLE REPLACEMENTS 2010-12.xls
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The following features in this workbook are not supported by earlier versions of Excel. These features may be lost or degraded when you save this workbook in an earlier file format.

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City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 08/13/2019
SUBJECT: Fire Station No. 3 Roof Replacement Project 7941

RECOMMENDATION

1. Adopt Resolution to appropriate an additional \$106,000 from the Fixed Asset Replacement Fund, FARP (Fund 182) for Project Construction, Contingency, and Administration.
2. Approve plans and specifications, receive bids; and
3. Award Contract to Garland Company, Inc. in the amount of \$104,815.27, and authorize Public Works Director or his designee to approve Purchase Order Change Orders up to a "not to exceed" amount of 5% of the Contract; and
4. Award a construction contract to Best Contracting Services, Inc. in the amount of \$255,122.00, and authorize Public Works Director or his designee to issue Contract Changes up to a "not to exceed" amount of 10% of the Contract.

BACKGROUND/DISCUSSION

The Fire Station No. 3 Roof Replacement Project 7941 (Project), was approved as part of the Fiscal Year (FY) 2019-2020 Capital Improvement Program (CIP) budget. The Project consists of repairing and replacing the original metal roof components and skylight of the 33-year-old existing roof system at the Fire Station No. 3, located on the northeast corner of Kraemer Boulevard and Lambert Road. City furnished roofing material is proposed with construction to be in accordance with the current building code requirements.

To ensure the most cost effective delivery method, this Project will be split into two portions, construction and the purchase of roofing material. The construction will follow the Public Contract Code and the roofing material is being requested to be procured through the California Multiple Award Schedules (CMAS). By separating the construction and materials portion, this ultimately controls the cost of materials, avoids contractor markups, overruns and costly change orders. This process has been proven to be beneficial for the City as the Civic and Cultural Center Roof Replacement Projects 7928, Phase 1 and Phase 2, were recently completed utilizing this practice and were finished in a timely manner and within the total budget.

During the design of the Project, it was determined that there were several options to provide value engineering and past experiences. As seen in the Project bid schedule there were three options;

- Schedule A which included the removal and the replacement of the metal roof sections,
- Schedule B which included the removal and the replacement of the skylight, and

- Schedule C which included the removal of the skylight and replacement of the skylight area with metal roofing.

CONSTRUCTION

On August 6, 2019, four (4) bids were received with the following results:

	Contractor	Schedule A	Schedule B	Schedule C	Total
1.	Best Contracting Services, Inc.	\$198,872.00	\$97,500.00	\$56,250.00	\$352,622.00
2.	Commercial Roofing Systems, Inc.	\$224,529.00	\$98,850.00	\$86,660.00	\$410,039.00
3.	CIS Services, Inc.	\$211,605.00	\$115,543.00	\$97,990.00	\$425,138.00
4.	ADCO Roofing & Waterproofing	\$251,251.00	\$113,643.00	\$60,787.00	\$425,681.00
	Engineer's Estimate				\$230,000.00

The lowest responsible bidder was determined based on the total of the Base Bid which included Schedule A, Schedule B, and Schedule C.

As seen above, the lowest responsive bidder is Best Contracting Services, Inc. of Gardena, CA in the amount of \$352,622.00. Best Contracting Services, Inc. has a valid contractor's license and has been in the construction business for 12 years. Best Contracting Services, Inc. has complete similar projects for the Cities of Murrieta, South Gate, and Stockton. If awarded, the Project is anticipated to commence early September 2019 and expected to be completed in November 2019, weather permitting.

After deliberation and review of the bids received, staff is recommending to award Best Contracting Services, Inc. Schedule A and Schedule C for a total amount of \$255,122. Schedule B was not selected primarily to avoid continuous leaks experienced around the existing skylights and a project savings of over \$40,000 in replacing the skylights with a continuous roof. By eliminating the skylights, the project will install high efficiency Light Emitting Diode (LED) lighting at minimal cost.

ROOFING MATERIALS

The City's purchasing and contract policies are set forth in the City Municipal Code. The cost for goods or services to be purchased dictates how they are to be procured through an informal or formal bidding process. The City Municipal Code lists certain exemptions from the bidding process, including for purchases of a commodity that can be obtained only from one vendor. "Piggy-back" is a commonly used term to competitively bid contracts awarded by other public agencies to ensure the best pricing for purchases. The roofing materials needed for this project were available through the supplier, Garland Company, Inc. (GARLAND), from the California State Bid List under the California Multiple Award Schedules (CMAS) program. GARLAND has submitted a proposal per California Contract No. 4-01-56-0006A in the amount of \$104,815.27. By adding an estimated 5% contingency of \$5,240.76 to the GARLAND proposal of \$104,815.27, it yields approximately \$110,000.00. A not-to-exceed

\$110,056.03 purchase order is requested to procure the roofing materials.

In combining both the construction/contingency cost of \$280,634.20 from Best Contracting Services, Inc. and the roofing materials/contingency cost of \$110,056.03 from GARLAND, the total amounts to \$390,690.23.

SUMMARY/FISCAL IMPACT

The total approved budget for the Project is \$300,000 with funding coming from the Fixed Asset Replacement Program, (FARP Fund 182). The roofing material necessary for this Project is available through the supplier Garland Company, Inc. (GARLAND) from the California State Bid List under the CMAS program. GARLAND has submitted a proposal in the amount of \$104,815.27. With the purchase of the material through GARLAND and the construction contract of \$255,122.00, the total construction amount is \$359,937.27. Therefore, with the addition of the respective contingencies, an additional \$106,000 appropriation is necessary to complete the Fire Station No. 3 Metal Roof Replacement, CIP Project No. 7941. The following table provides a breakdown of the project costs:

Estimated Total Project Costs	Total
Design/Staff Time	\$5,258.85
Construction Contract	\$255,122.00
Construction Contract Contingency (10%)	\$25,512.20
Material Contract	\$104,815.27
Material Contract Contingency (5%)	\$5,240.76
New LED Lighting	\$10,000.00
In-House C.M. and Inspection Services	\$0.00
Expenditure Total	\$405,949.08
Adopted Project Budget	\$300,000
Shortfall (Grand Total - Expenditure Total)	\$(105,949.08)
SAY	\$(106,000.00)

As seen above, the shortfall for the Project is found to be approximately \$106,000. Since the original budget was prepared, material has seen an increase in price due to the country's economic state which has contributed to the increase in cost. It is anticipated that \$106,000 from Fund 182 – Fixed Asset Replacement Fund will provide the additional funding needed. Therefore, there will be no General Fund Impact.

Staff is recommending to approve plans and specifications, receive bids, adopt attached resolution authorizing additional funding in the amount of \$106,000; award a contract to Garland Company, Inc. for the purchase of the necessary roofing material in the amount of \$104,815.27 and authorize the Public Works Director, or his designee, to issue Purchase Order Change Orders up to a "not to exceed" amount of 5% of the contract amount; and award a construction contract to Best Contracting Services, Inc. in the amount of \$255,122.00, and authorize Public Works Director or his designee to issue Contract Changes up to a "not to exceed" amount of 10% of the Contract.

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

Tony Olmos, P.E., Public Works Director

Attachments

Garland Proposal

Contractor Proposal

Reso

Specifications



THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

Peter Cochran

949.295.0447

pcochran@garlandind.com

December 4, 2018

City of Brea, FS-3 Reroofing, **2019 PRICING**

The following material is in accordance with the terms and conditions of CMAS contract #4-01-56-0006A, Supplement #4 and GSA Schedule #GS-07F-0130K.

Contractor shall coordinate material the following material orders, shipping and delivery with Garland per contract documents and specifications.

FS-3 Restoration

<u>Product</u>	<u>Coverage/Unit Size</u>	<u>Product Number</u>	<u>CMAS Line</u>	<u>Quantity</u>	<u>CMAS</u>	<u>Total</u>
KEE Lok Mastic	3.5 gal pail	7303-3		259	10	\$307.89
Unibond 6" roll	50' roll	6340-6		220	6	\$145.53
White-Knight® Plus WC	2g / sq. -- 55g pail	7838-55-U		319	3	\$7,214.13
Tuff-Stuff MS True		2130-				
White	10.3oz/Tube	TRUWHITE		92	50	\$15.84

Sub Total: \$26,386.47

Freight est \$2,000.00

Tax: \$2,044.95

Grand

Total: **\$30,431.42**

FS-3 Metal

<u>Product</u>	<u>Coverage/Unit Size</u>	<u>Product Number</u>	<u>CMAS Line Number</u>	<u>Quantity</u>	<u>CMAS Price</u>	<u>District Cost</u>
Rmerlock 16" 22 ga	16" 22 ga panel	RML16z22s		909	6800	\$6.58
	4'x10' heritage red 22					
Flat sheets, 4'x10' 22 ga	ga	ssfs22std		1109	50	\$119.79
Rmer Seal underlayment	183sq ft self adhering	4133		15	40	\$261.36
Al-Sil Silicone	10.3oz/Tube	2144		30	60	\$13.86
Butyl sealing tape	Case 6	6341		3		\$168.85
Tuff-Stuff MS True		2130-				
White	10.3oz/Tube	TRUWHITE		92	30	\$15.84

Sub Total: \$63,001.25

Freight est \$6,500.00

Tax: \$4,882.60

Total: **\$74,383.85**

SECTION C

PROPOSAL

for the
FIRE STATION NO. 3 METAL ROOF REPLACEMENT
CIP PROJECT No. 7941

in the
CITY OF BREA

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **40** working days excluding the necessary coating, 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 re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

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

Accompanying this proposal of bid, find Bidder's Bond in the amount of \$ Ten Percent 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	7/19/2019	Sean Tabazadeh, CEO/Secretary
2	7/29/2019	Sean Tabazadeh, CEO/Secretary
3	7/31/2019	Sean Tabazadeh, CEO/Secretary
4	8/02/2019	Sean Tabazadeh, CEO/Secretary

BID FORM (Addendum No. 4)
FIRE STATION NO. 3 METAL ROOF REPLACEMENT
PROJECT 7941

Bidder: Best Contracting Services, Inc.

SCHEDULE A: Material and Labor for Roof Replacement

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Roof Upper Metal and Lower Flat Sections	1 LS		\$ 198,872.00

Total Schedule in words: One Hundred Ninety Eight Thousand Eight Hundred Seventy Two Dollars

Total Schedule in figures: \$ 198,872.00

SCHEDULE B: Material and Labor for Skylight Replacement

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Demo Existing and Install New Skylight	1 LS		\$ 97,500.00

Total Schedule in words: Ninety Seven Thousand Five Hundred Dollars

Total Schedule in figures: \$ 97,500.00

SCHEDULE C: Material and Labor for Removal of Skylight and Framing New Roof

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Demo Existing Skylight and Install New Framing and Roofing	1 LS		\$ 56,250.00

Total Schedule in words: Fifty Six Thousand Two Hundred Fifty Dollars

Total Schedule in figures: \$ 56,250.00

BASE BID: SCHEDULE A+B+C

BASE BID in words: Three Hundred Fifty Two Thousand Six Hundred Twenty Two Dollars
BASE BID in figures: \$ 352,622.00

The BASE BID (Schedule A+B+C) 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.** (Bidder Initial)

LIST OF SUBCONTRACTORS

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

[illegible]

By submission of this proposal, the Bidder certifies:

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



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name
 BEST CONTRACTING SERVICES, INC.
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000000563
Registration effective date
 07/01/19
Registration expiration date
 06/30/22
Mailing Address
 19027 S. HAMILTON AVENUE GARDENA 90248 CA Uni...
Physical Address
 19027 S. HAMILTON AVENUE GARDENA 90248 CA Uni...
Email Address
 ayazdi@bestcontracting.com
Trade Name/DBA
License Number (s)
 CSLB:456263

Registration History

Effective Date	Expiration Date
06/08/18	06/30/19
05/08/17	06/30/18
06/07/16	06/30/17
06/04/15	06/30/16
07/22/14	06/30/15
07/01/19	06/30/22

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Legal Entity Information

Corporation Entity Number: C1158028
Federal Employment Identification Number: 953781209
President Name: MODJTABA TABAZADEH
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name: SEAN TABAZADEH

Agency for Service:

Agent of Service Name: MODJTABA TABAZADEH
Agent of Service Mailing Address: 19027 S. HAMILTON AVENUE GARDENA 90248 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

PEO Information	Name	Phone	Email
PEO	PEO	PEO	

Insured by Carrier

Policy Holder Name: BEST CONTRACTING SERVICES, INC.
Insurance Carrier: AMERICAN ZURICH INSURANCE COMPANY
Policy Number: WC9805198-05
Inception date: 12/01/18
Expiration Date: 12/01/19

[About DIR](#)[Work with Us](#)[Learn More](#)



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name
AMERICAN SERVICES GROUP OF CALIFORNIA INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000005254
Registration effective date
07/01/19
Registration expiration date
06/30/22
Mailing Address
300 S. WALNUT STE 403 SAN DIMAS 91773 CA United...
Physical Address
300 S. WALNUT STE 403 SAN DIMAS 91773 CA United...
Email Address
samuel.adams@asgofca.com
Trade Name/DBA
AMERICAN SERVICES GROUP OF CALIFORNIA INC
License Number (s)
CSLB:769061

Registration History

Effective Date	Expiration Date
05/01/18	06/30/19
05/01/17	06/30/18
05/02/16	06/30/17
07/07/15	06/30/16
01/12/15	06/30/15
07/01/19	06/30/22

Back to DIR>> (<https://www.dir.ca.gov/>)

Legal Entity Information

Corporation Entity Number: C2173121
Federal Employment Identification Number:
President Name: GEORGE ADAMS
Vice President Name: CARL ADAMS
Treasurer Name:
Secretary Name:
CEO Name:

Agency for Service:

Agent of Service Name: GEORGE ADAMS
Agent of Service Mailing Address: 300 S. WALNUT AVE STE 403 SAN DIMAS 91733 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO Information	Name	Phone	Email
PEO	PEO	PEO	PEO

Insured by Carrier

Policy Holder Name: AMERICAN SERVICES GROUP OF CALIFORNIA INC
Insurance Carrier: GREAT DIVIDE INSURANCE COMPANY
Policy Number: WCA2026259-11
Inception date: 05/19/19
Expiration Date: 05/19/20



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name
 PRFORMANCE CONTRACTORS INC.
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000022124
Registration effective date
 07/01/19
Registration expiration date
 06/30/20
Mailing Address
 341 E HERMOSA DR. FULLERTON 92835 CA United Sta...
Physical Address
 341 E HERMOSA DR. FULLERTON 92835 CA United Sta...
Email Address
 prformancepaul@aol.com
Trade Name/DBA
License Number (s)
 CSLB:808513

Registration History

Effective Date	Expiration Date
06/18/18	06/30/19
06/15/17	06/30/18
06/28/16	06/30/17
09/17/15	06/30/16
05/19/15	06/30/15
07/01/19	06/30/20

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Legal Entity Information

Corporation Entity Number: 1000022124
Federal Employment Identification Number: 330985867
President Name: JULIE F FOURNIER
Vice President Name: PAUL R FOURNIER
Treasurer Name: JULIE F FOURNIER
Secretary Name: PAUL R FOURNIER
CEO Name: JULIE F FOURNIER

Agency for Service:

Agent of Service Name: PAUL R FOURNIER
Agent of Service Mailing Address: 341 E HERMOSA DR FULLERTON 92835 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name: PRFORMANCE CONTRACTORS INC.
Insurance Carrier: ICW Insurance
Policy Number: WSA5047268
Inception date: 04/01/19
Expiration Date: 03/31/20

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State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

INTER-SKY, INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000008353

Registration effective date

07/01/19

Registration expiration date

06/30/20

Mailing Address

20431 JAMES BAY CIRCLE LAKE FOREST 92630 CA Uni...

Physical Address

20431 JAMES BAY CIRCLE LAKE FOREST 92630 CA Uni...

Email Address

mollie@inter-sky.com

Trade Name/DBA

INTER-SKY, INC.

License Number (s)

CSLB:920764

Registration History

Effective Date	Expiration Date
06/28/18	06/30/19
06/29/17	06/30/18
06/07/16	06/30/17
08/26/15	06/30/16
02/04/15	06/30/15
07/01/19	06/30/20

Back to DIR>> (<https://www.dir.ca.gov/>)

Legal Entity Information

Corporation Entity Number:

C3011226

Federal Employment Identification Number:

383763137

President Name:

ANDREW KIRKER

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agency for Service:

Agent of Service Name:

MOORE ASSOCIATES PLC

Agent of Service Mailing Address:

1010 N. ROSS STREET, SUITE 200 SANTA ANA 92701 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO Information	Name	Phone	PEO Email

Insured by Carrier

Policy Holder Name:

INTER-SKY, INC

Insurance Carrier:

CALIFORNIA INSURANCE CO.

Policy Number:

46-842200-01-07

Inception date:

07/14/18

Expiration Date:

07/14/19

I, Sean Tabazadeh, am
the (Print Name)
CEO/Secretary of Best Contracting Services, Inc.
(Position/Title) (Name of Company)

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 31st day of July, 20 19.

Sean Tabazadeh, CEO/Secretary

Name of Bidder

*** SEE ATTACHED NOTARY ***

Signature of Bidder

19027 S. Hamilton Ave. Gardena, CA 90248

Address of Bidder

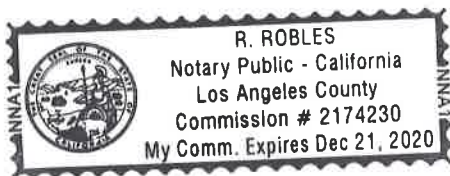
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Los Angeles)
 On 07/31/19 before me, R. Robles, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Sean Tabazadeh
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 R. Robles
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: 7/31/19 Number of Pages: One(1)
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sean Tabazadeh
☒ Corporate Officer — Title(s): CEO/Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: Best Contracting Services, Inc.

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 Sean Tabazadeh, CEO/Secretary

Firm Best Contracting Services, Inc.

Date August 06, 2019

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 **FIRE STATION NO. 3 METAL ROOF REPLACEMENT, CIP PROJECT No. 7941**, (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.

Best Contracting Services, Inc.

Contractor

By 

Sean Tabazadeh, CEO/Secretary

Title

Date: August 06, 2019

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes ☒ No

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

N/A

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

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.

Best Contracting Services, Inc.

Contractor


By

Sean Tabazadeh, CEO/Secretary

Title

Date: August 06, 2019

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Best Contracting Services, Inc.

Bidder Name

19027 S. Hamilton Ave.

Business Address

Gardena

City,

CA

State

90248

Zip

(310) 328-6969

Telephone Number

estimating@bestcontracting.com

Email address

456263 / A, B, C17, C39, C43

State Contractor's License No. and Class

1000000563

DIR Registration Number

May 07, 1984

Original Date Issued (Contractor's State License)

May 31, 2020

Expiration Date

The work site was inspected by Matt Adab, Estimator of our office on July 18, 2019.

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

Best Contracting Services, Inc.

Moji Tabazadeh, President

Sean Tabazadeh, CEO/Secretary/RMO

Fatemeh Tabazadeh, Treasurer

The undersigned is prepared to satisfy 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.

Best Contracting Services, Inc.

Company Name

Signature of Bidder

Sean Tabazadeh, CEO/Secretary

Printed or Typed Signature

*** SEE ATTACHED NOTARY ***

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

NOTARY PUBLIC _____

NOTARY SEAL

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

1. Murrieta USD - 41870 McAlby Court, Murrieta, CA 92562

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: Lori Noorigian (951) 696-1600 ext. 1080

\$1,634,234.00 Reroof various school sites with BUR roof membrane System 3/18/2019

Contract Amount Type of Work Date Completed

2. City of South Gate 8650 California Avenue, South Gate, CA

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: Elias Saikaly - (562) 968-4860

\$1,522,124.00 Metal Roofing at South Gate Sports Center 6/1/2018

Contract Amount Type of Work Date Completed

3. Stockton USD 1944 North El Pinal Drive, Stockton, CA 95205-2551

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: Joseph Zapp (209)933-7046

\$2,259,900.00 Reroof Fillmore & John Adams Schools 3/30/2018

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)

*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 Los Angeles

Subscribed and sworn to (or affirmed) before me

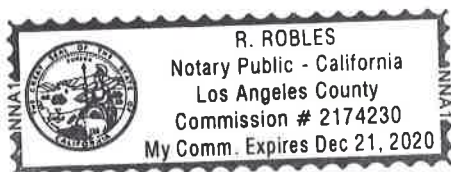
on this 31st day of July, 2019,
by Sean Tabazadeh
Date Month Year

(1) _____

(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 DocumentTitle or Type of Document: Bidder's InformationDocument Date: 7/31/19Number of Pages: 2 Signer(s) Other Than Named Above: _____

Bidder's – 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?

12 Years * Name change 3/23/2007 to better reflect scope of work. License # has remained the same. *

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.

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
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.

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Case Number	Bankruptcy Court	Date Filed

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

If "yes," explain on a separate page.

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

N/A %

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Best Contracting Services, Inc.

_____ as PRINCIPAL, and
The Hanover 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 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 "Brea Fire Station Number 3 Metal Roof

Project 7941

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on August 6, 2019.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of August, 2019.

Best Contracting Services, Inc.
Principal

By: _____

Sean Tabazadeh, CEO/Secretary

The Hanover Insurance Company
Surety

By: _____

Patrick T. Moughan, Attorney-in-Fact

* See Attached Notary *

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Signature of Notary Public

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Patrick T. Moughan, Mark D. Kiger, Alec D. Martinez, and/or Jing Guo Mason

Of **Global Risk, LLC of Los Angeles, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of March, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



John C. Roche, EVP and President



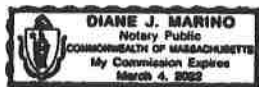
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 29th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of August, 2019

CERTIFIED COPY


Theodore G. Martinez, Vice President

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On 8/1/2019 before me, Zipporah D. Kiger, Notary Public
(Here insert name and title of the officer)

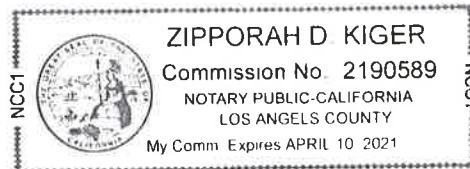
personally appeared Patrick T. Moughan
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is are subscribed to the within instrument and acknowledged to me that
he she/they executed the same in his her/their authorized capacity(ies), and that by
his her/their signature(s) 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]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



City of Brea

FIRE STATON NO. 3 METAL ROOF REPLACEMENT PROJECT NO. 7941

ADDENDUM NUMBER 01

July 19, 2019

Notice to All Bidders:

Please note the following **changes** have been made to the subject Bid documents:

CONTRACT DOCUMENTS SPECIFICATIONS

a. Section C - Bid Form

Replace Sheet C-3 with revised sheet enclosed herewith.

Revised the procedures for which bids are to be awarded.

b. Section E – Measurement and Payment

Replace Sheet E-14 with revised sheet enclosed herewith.

Included the Bid Item Description to the specifications.

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

If you have any questions or need additional information, please contact the undersigned at
(714) 990-7763.

PUBLIC WORKS DEPARTMENT


Raymond Contreras
Associate Engineer

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

This is to acknowledge receipt and review of Addendum Number 01, dated July 19, 2019.

**It is understood that this document shall be incorporated in the contractor's bid. Please note:
The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.**

City Council	Christine Marick Mayor	Marty Simonoff Mayor Pro Tem	Cecilia Hupp Council Member	Glenn Parker Council Member	Steven Vargas Council Member
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Civic & Cultural Center • 1 Civic Center Circle • Brea, California 92821-5732 • 714/990-7600 • FAX 714/990-2258 • www.cityofbrea.net



City of Brea

FIRE STATON NO. 3 METAL ROOF REPLACEMENT PROJECT NO. 7941

ADDENDUM NUMBER 02

July 29, 2019

Notice to All Bidders:

Please note the following **changes** have been made to the subject Bid documents:

CONTRACT DOCUMENTS SPECIFICATIONS

a. Section 9-5 Description of Bid Schedules

The following shall be added to Schedule A, Bid Item No. 1:

- 1. Damp-proofing sealant owner supplied "seal-a-pore" applied to indicated sections of masonry walls on main building sections below eaves per attached manufacturer application guidelines.*
- 2. Small outbuilding roof indicated on drawing (See attached to this addendum) to be removed and new underlayment and metal roof to be installed to match the roofing and scope of work on main building sections.*

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

If you have any questions or need additional information, please contact the undersigned at (714) 990-7763.

PUBLIC WORKS DEPARTMENT

Raymond Contreras
Associate Engineer

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

This is to acknowledge receipt and review of Addendum Number 02, dated July 29, 2019.

It is understood that this document shall be incorporated in the contractor's bid. Please note: The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.

City Council

Christine Marick
Mayor

Marty Simonoff
Mayor Pro Tem

Cecilia Hupp
Council Member

Glenn Parker
Council Member

Steven Vargas
Council Member



City of Brea

FIRE STATON NO. 3 METAL ROOF REPLACEMENT PROJECT NO. 7941

ADDENDUM NUMBER 03

July 31, 2019

Notice to All Bidders:

Please note the following **changes** have been made to the subject Bid documents:

CONTRACT DOCUMENTS SPECIFICATIONS

Bid Opening date is changed to **August 6, 2019**, at 2 P.M.

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

If you have any questions or need additional information, please contact the undersigned at (714) 990-7763.

PUBLIC WORKS DEPARTMENT

Raymond Contreras
Associate Engineer

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

This is to acknowledge receipt and review of Addendum Number 03, dated July 31, 2019.

**It is understood that this document shall be incorporated in the contractor's bid. Please note:
The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.**

City Council

Christine Marick
Mayor

Marty Simonoff
Mayor Pro Tem

Cecilia Hupp
Council Member

Glenn Parker
Council Member

Steven Vargas
Council Member



City of Brea

**FIRE STATION NO. 3 METAL ROOF REPLACEMENT
PROJECT NO. 7941**

ADDENDUM NUMBER 04

August 2, 2019

Notice to All Bidders:

Please note the following **changes** have been made to the subject Bid documents:

CONTRACT DOCUMENTS SPECIFICATIONS

a. Section C - Bid Form

Replace Sheet C-3 with revised sheets enclosed herewith.

Revised the procedures for which bids are to be awarded.

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

If you have any questions or need additional information, please contact the undersigned at (714) 990-7763.

PUBLIC WORKS DEPARTMENT

Raymond Contreras
Associate Engineer

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

This is to acknowledge receipt and review of Addendum Number 04, dated August 2, 2019.

**It is understood that this document shall be incorporated in the contractor's bid. Please note:
The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.**

City Council

Christine Marick
Mayor

Marty Simonoff
Mayor Pro Tem

Cecilia Hupp
Council Member

Glenn Parker
Council Member

Steven Vargas
Council Member

RESOLUTION NO. 201X-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2019-20 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATE ADDITIONAL FUNDS FROM THE FIXED ASSET REPLACEMENT PROGRAM FUND (182) TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7941, FIRE STATION NO. 3 METAL ROOF REPLACEMENT

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to appropriate funds from the Fixed Asset Replacement Program Fund (182), to the Capital Improvement Program Fund (510), for Project 7941, Fire Station No. 3 Metal Roof Replacement, for the fiscal year 2019-20.

(ii) The Capital Improvement Program Budget, Resolution No. 2019-043, 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. 2019-043, as heretofore amended, be further amended to:

1. Increase funding from the Fixed Asset Replacement Program Fund (182) to Capital Improvement Program Fund (510) for Project 7941, Fire Station No. 3 Metal Roof Replacement, by \$106,000; and

2. Appropriate an additional \$106,000 to the Capital Improvement Program Fund (510) for Project 7941, Fire Station No. 3 Metal Roof Replacement.

RESO NO. 201X-XX
August 20, 2019

APPROVED AND ADOPTED this 20th day of August, 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 20th day of August, 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. 201X-XX
August 20, 2019

CONTRACT DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

for the

FIRE STATION NO. 3 METAL ROOF REPLACEMENT

CIP PROJECT No. 7941

in the

CITY OF BRE A



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

**BIDS DUE:
August 1, 2019
2:00 P.M., 3rd FLOOR
City Clerk's Office**

**TONY OLMOS
PUBLIC WORKS DIRECTOR**

CITY OF BREA

PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS

for the

FIRE STATION NO. 3 METAL ROOF REPLACEMENT

CIP PROJECT No. 7941

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

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

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SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on August 1, 2019.**

1. **Project Name: FIRE STATION NO. 3 METAL ROOF REPLACEMENT
CIP Project No. 7941**

This project consists of but not limited to **repairing and replacing sections of the existing roof system with City furnished roofing material to the existing Fire Station No. 3 building per the most current building code.**

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

3. **Bid Opening:** Bids will be publicly opened and read at reasonable time following the time stated above in the Conference Center, located at 1 Civic Center Circle, Brea, California 92821 on **August 1, 2019**. Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"FIRE STATION NO. 3 METAL ROOF REPLACEMENT, CIP Project No. 7941"**.

4. **Mandatory Pre-Bid Meeting:** A mandatory pre-bid meeting will be held on **Thursday, July 18, 2019 at 10:00 a.m.** The pre-bid meeting will be held at **Fire Station No. 3 located at 400 N. Kraemer Blvd., Brea, CA 92821**. Bids from contractors not present at this meeting and job walk will not be accepted for consideration.

5. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid California Contractor's License **Class C-39**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

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

7. **Prevailing Wages:** Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the State prevailing wage rates to all workers employed by them in the execution of the contract.. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

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

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

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

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

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

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

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

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

2. Proposal Guarantee

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

3. Proposal Signature

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

4. Delivery Of Proposal

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

"SEALED BID"

for

**FIRE STATION NO. 3 METAL ROOF REPLACEMENT
CIP Project No. 7941.**

in the

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

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

5. Return Of Proposal Guarantees

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

6. Taxes

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

7. Disqualification Of Bidders

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

8. Contractor's License Requirement

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

9. Registration with the Department of Industrial Relations

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

10. References

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

11. Listing Of Subcontractors

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

12. Discrepancies And Misunderstandings

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

13. Equivalent Materials

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

14. Legal Responsibilities

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

15. Award Of Contract

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

16. Material Guarantee

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

17. Execution Of Contract

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

18. Submission of Bonds And Insurance

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

19. Addenda

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

20. Assembly Bill 626 (AB626)

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

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

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

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

21. Bid Protest

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

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

22. Questions to the Engineer

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

23. RFI (SEE NEXT PAGE)

**CITY OF BREA
FIRE STATION NO. 3 METAL ROOF REPLACEMENT
PROJECT 7941**

**REQUEST FOR INTERPRETATION OF CONTRACT
DOCUMENTS**

Date:

Time:

Company:

Contact Person:

Address:

Telephone:

FAX:

Plan Sheet:

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

T0 A/E:

SECTION C

PROPOSAL

for the
FIRE STATION NO. 3 METAL ROOF REPLACEMENT
CIP PROJECT No. 7941

in the
CITY OF BREA

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **40** working days excluding the necessary coating, 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 re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

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

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

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

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

BID FORM
FIRE STATION NO. 3 METEL ROOF REPLACEMENT
PROJECT 7941

Bidder: _____

SCHEDULE A: BASE BID				
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Roof Upper Metal and Lower Flat Sections	1 LS		\$

Total Schedule in words:
Total Schedule in figures: \$

SCHEDULE B: ALTERNATIVE 1				
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Demo Existing and Install New Skylight	1 LS		\$

Total Schedule in words:
Total Schedule in figures: \$

SCHEDULE C: ALTERNATIVE 2				
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Demo Existing Skylight and Install New Framing and Roof	1 LS		\$

Total Schedule in words:
Total Schedule in figures: \$

The BASE BID (Schedule A) 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. _____ (Bidder Initial)

LIST OF SUBCONTRACTORS

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

[illegible]

By submission of this proposal, the Bidder certifies:

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

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

I, _____, am
the

(Print Name)

_____ of _____,
(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 _____ day of _____, 20_____.

Name of Bidder

Signature of Bidder

Address of Bidder

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

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

Signed _____

Title _____

Firm _____

Date _____

UTILITY AGREEMENT

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 **FIRE STATION NO. 3 METAL ROOF REPLACEMENT, CIP PROJECT No. 7941**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

Contractor

By

Title

Date: _____

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes☐ No

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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

COMPENSATION INSURANCE CERTIFICATE

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

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

Contractor

By

Title

Date: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name

Business Address

City, State Zip

()

Telephone Number

Email address

State Contractor's License No. and Class

DIR Registration Number

Original Date Issued (Contractor's State License)

Expiration Date

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

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

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

Company Name

Signature of Bidder

Printed or Typed Signature

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

NOTARY PUBLIC _____

NOTARY SEAL

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

1.

Name and Address of Public Agency

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

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

2.

Name and Address of Public Agency

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

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

3.

Name and Address of Public Agency

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

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

Bidder's – Supplemental Questionnaire

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

_____ Years

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

☐ Yes

☐ No

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

_____ Case Number

_____ Bankruptcy Court

_____ Date Filed

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

☐ Yes

☐ No

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

_____ Case Number

_____ Bankruptcy Court

_____ Date Filed

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

If “yes,” explain on a separate page.

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

☐ Yes

☐ No

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

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

☐ Yes

☐ No

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

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

☐ Yes

☐ No

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

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

☐ Yes

☐ No

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

☐ Yes

☐ No

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

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

%

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

☐ Yes

☐ No

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ as PRINCIPAL, and

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

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

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

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

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

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

Principal

Surety

By: _____

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

SECTION D

SAMPLE CONTRACT

A G R E E M E N T

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

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

WHEREAS, CITY did accept the bid of CONTRACTOR and;

WHEREAS, CITY's City Council has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of the **FIRE STATION NO. 3 METAL ROOF REPLACEMENT, CIP PROJECT No. 7941.**

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 **FIRE STATION NO. 3 METAL ROOF REPLACEMENT, CIP PROJECT No. 7941.** ("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 or proposal amount of \$ _____. Progress payments shall be made for each portion of the work satisfactorily completed. Notwithstanding the foregoing, CITY shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

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

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

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

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

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

4. INCORPORATED DOCUMENTS: The 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 **40** working days excluding the coating period from the date of Notice of Proceed ("completion date"). CONTRACTOR agrees further to the assessment of liquidated damages in the amount of **\$1,080** for each calendar day the work remains incomplete beyond the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this Contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages. The CITY may cancel this Agreement at any time with or without cause and without penalty upon thirty (30) days' written notice. In the event of termination without fault of CONTRACTOR, CITY shall pay CONTRACTOR for all services satisfactorily rendered prior to date of termination,

which in any case shall not exceed the total Contract price, and such payment shall be in full satisfaction of all services rendered hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. LABOR CODE COMPLIANCE:

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

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

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

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

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

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

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

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

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

delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. CONTRACTOR shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Section 20104, *et seq.* and Brea City Code chapter 1.12 (“Claims Against the City”) shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To CONTRACTOR:

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

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

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

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

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

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

CONTRACTOR _____

State of California

Contractor License No. _____

By: _____

By: _____

Title: _____

Title: _____

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____
Mayor

Attest: _____
City Clerk

SECTION E

SPECIAL PROVISIONS

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

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

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

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

PART 1

GENERAL PROVISIONS

SECTION 1

TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.

Board - The City Council of the City of Brea.

Caltrans - The State of California Department of Transportation.

County - The County of Orange.

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

SECTION 2

SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

[Replace with the following:].

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

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

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

2-4 CONTRACT BONDS

[Add the following:].

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

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

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

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

For additional warranty requirements please see the Technical Specifications.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to "State Standard Specifications" shall mean the Standard Specifications, 2015 edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

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

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

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

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

Standard Plans, published by the State Department of Transportation, 2015 edition.

2-5.3 Submittals

2-5.3.1 General

[Add the following]

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

For additional submittal requirements please see the Technical Specifications.

2-6 WORK TO BE DONE

This project consists of but not limited to repairing, demo, and replacing sections of the existing roof system with City furnished roofing material to the existing Fire Station No. 3 per the most current building code. For further explanation of the scope of work please see the Technical Specifications.

The City will refer the contractor to the Technical Specifications for what materials contractor is to supply.

2-10 AUTHORITY OF BOARD AND INSPECTION

[Add the following].

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

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

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

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

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

For additional inspection requirements please see the Technical Specifications.

SECTION 3 CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.23 Markup.

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

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

1) Labor.....	15
2) Materials	10
3) Equipment Rental	10*
4) Other Items and Expenditures	10

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

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

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

SECTION 4 CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

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

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

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

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

Refer to the Technical Specifications for further requirements regarding additional warranties necessary.

4-1.4 Test of Materials

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

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

4-1.6 Trade Names or Equals

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

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

SECTION 5 UTILITIES

5-1 LOCATION

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

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

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

The Contractor shall locate all utilities, including service connections, which may affect or be affected by the Work.

5-4 RELOCATION

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

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary.

5-5 DELAYS

[Add the following paragraph:].

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

SECTION 6 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

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

The Contractor's proposed construction schedule shall be submitted to the Engineer within 10 working days after the date of the AGENCY'S execution of the Contract Agreement. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

For specifics on sequencing, scheduling and project conditions please refer to the Technical Specifications.

[Add the following:]

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

6-2 PROSECUTION OF WORK

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

If work is suspended through no fault of the City, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during periods of suspension, the City may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The time within which the Work must be completed by the Contractor is fixed at **40** working days, starting from and after the date in the **Notice to Proceed** with the Work, exclusive of maintenance periods.

6-7.2 Working Day

[Add the following:].

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

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

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

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

Refer to the Technical Specifications for further requirements regarding each working day.

6-9 LIQUIDATED DAMAGES

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

For each consecutive **Calendar Day** in excess of the time specified for the completion of the work, as adjusted in accordance with 6-6, the contractor shall pay to the Agency, or have withheld monies due it, the sum of **\$1,080.00**.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

[Add the following:].

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

7-2 LABOR

7-2.1 General

[Add the following:].

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

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

7-2.2 Laws

[Add the following:].

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

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

7-3 LIABILITY INSURANCE

[Delete the entire subsection:].

7-3.1 Insurance

[Add the following:].

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

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

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

7-5 PERMITS

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

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

7-8 PROJECT SITE MAINTENANCE

7-8.4.2 Storage of Equipment and Material in Public Streets

Construction materials shall not be stored in streets more than 5 days prior to usage on the project. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor – at Contractor's expense, unless authorized additional storage time.

Construction equipment shall not be stored at the work site before its actual use on the work, nor for more than 5 days after it is no longer needed.

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

Construction Area Maintenance

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

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

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

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

7-8.5 Temporary Light, Power & Water

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

Water shall be obtained through the AGENCY’s Finance Department. In order to obtain construction water from an AGENCY fire hydrant, the Contractor will be required to obtain an AGENCY supplied hydrant meter. A \$1,500 refundable deposit is required on the meter. An “Eddy” valve must be attached to the temporary meter for the purpose of operating the hydrant. The Contractor may elect to use an AGENCY provided “Eddy” valve. The rental on the “Eddy” valve is \$60 per month and a \$400 refundable deposit is required. The service charge is monthly and will not be prorated.

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

Meter Service Charge Per Month	Rate Per 100 Cubic Feet
\$130.00	\$4.91

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

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

7-8.6 Water Pollution Control

7-8.6.1 General

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

The Contractor shall comply with all Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

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

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

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

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

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

[Add the following:].

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

SECTION 9 MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

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

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

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

9-3.2 Partial & Final Payment

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

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

Each month, the Contractor shall meet with the Engineer, a minimum of three working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

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

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

[Add the following subsection:]

9-4 Description of City Furnished Items

It shall be understood that the contractor is to provide all labor, equipment, and miscellaneous materials to install the City furnished and purchased roofing system over the properly prepared substrate for the indicated roof sections at The City of Brea, Fire Station No. 3. All owner supplied materials and quantities are listed below. Additional materials required to complete this project should be included in the contractor's bid i.e.: Roof drains and Antenna removal, etc... Contractor will be responsible to coordinate material orders with Garland, unload all material deliveries, safely and securely stage materials and load all materials to roof.

Owner Supplied Materials; please verify amounts needed prior to bid as any additional materials required to complete project will be supplied by contractor.

Owner Supplied Materials

Metal Roof Replacement

	UNIT	QUANTITY
1. R-Mer-Lock 22ga	16" Panels	6,800 SF
2. R-Mer Seal Underlayment	200 SF Roll	40 Rolls
3. R-Mer Flat Stock, 22ga	4'x10' sheet	50 Sheets
4. Al-Sil Sealant	10.3 Oz. Tubes	60 Tubes
5. Butyl Sealant Tape	Case of 12	3 Cases
6. Tuff-Stuff MS True White	10.3 Oz. Tubes	30 Tubes

Fluid Applied Roofing

	UNIT	QUANTITY
1. White-Knight Plus WC	4g/SF 55g Barrel	3
2. Kee Lock Mastic	3.5 Gallon Pail	10
3. Unibond Self Adhering 6"	6' wide roll	6
4. Tuff-Stuff MS True White	10.3 Oz Tube	50

PART 6

TEMPORARY TRAFFIC CONTROL

SECTION 601

WORK AREA TRAFFIC CONTROL

[Replace the entire section and replace with the following:]

601-1 PUBLIC CONVIENCE AND SAFETY

601-1.1 PROTECTION OF THE PUBLIC

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

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

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

PART 9 TECHINICAL SPECIFICATIONS

SECTION 07550 FLUID APPLIED ROOFING THE CITY OF BREA, FIRE STATION NO. 3

PART 1 GENERAL

1.1 SCOPE OF WORK:

- A. Contractor shall provide labor and miscellaneous materials to install owner furnished materials as indicated in this specification. Owner supplied CMAS materials are listed in the back of this specification per building section specified.
- 1. All perimeter and field sections indicated on drawings shall be inspected for deficiencies including splits, blisters, flashings, open areas and repaired accordingly.
- 2. All roofs shall be cleaned of dirt and debris. Drains inspected and tested.
- 3. Replace fasteners as needed. Remove loose fasteners, replace with new oversized neoprene fasteners. All loose coating shall be clean and removed.
- 4. Owner and manufacturer shall approve substrate prior to commencement of application of fluid applied roofing.
- 5. After all repairs have been approved, power-wash and clean roof with TSP or Simple green. Allow to dry 100%. Remove all stains and loose materials.
- 6. All roof-top flashing shall be fluid applied as specified herein. This is a 3 course application per details. 3 course repairs shall be kee-lock mastic and polyester. Caulk all penetrations with tuff stuff white.
- 7. Drain areas shall be 3 coursed with white knight and polyester a 10x10 area. All low drains areas indicated on drawings shall also receive a 6" area of 3 course white knight and polyester. All drain rings shall be removed and the polyester and white knight shall compress under the drain ring.
- 8. Final coating of roof with 4 gallons of white knight plus, wc, owner supplied. Contractor shall back-roll all white knight in addition to spraying. Install white knight in 2, 24 hours apart. Coating shall be consistently applied indicated with a clean monolithic texture. Lightly coated areas not meeting application rate will not be accepted.

1.2 REFERENCES

- A. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- B. Factory Mutual Research (FM): Roof Assembly Classifications.
- C. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

- E. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- F. Warnock Hersey (WH): Fire Hazard Classifications.
- G. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- H. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- I. UL - Fire Resistance Directory.
- J. California Title 24 Energy Efficient Standards.

1.3 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Factory Mutual Class A Rating.
 - 2. Underwriters Laboratory Class A Rating.
 - 3. Warnock Hersey Class A Rating.
- C. LEED: Roof system shall meet the reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- D. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor for this specific project. Contractor must supply approval letter from Garland indicating specific approval for this project.
- C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Contractor responsible to coordinate delivery of City supplied materials, carefully inspect quantities and condition of material, notating at time of signature and deficiencies of such. Contractor shall deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation. Any losses, thefts or damage to materials after delivery will be the responsibility of the contractor.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.8 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.9 WARRANTY:

- A. Installers warranty: Contractor shall supply a 3 year warranty which shall be non-prorated for all labor and materials. Warranty shall be approved by manufacturer and supplied with bid documents.
- B. Manufacturer's warranty: Manufacturer shall supply a 10 year warranty for roof restorations, non pro-rated for all labor and materials covering all components of roofing system.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. CMAS Owner Supplied Materials as indicated in the back of this specification provided by Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Peter Cochran 949.295.0447 Web Site: www.garlandco.com.
- B. Owner supplied materials may not be substituted.

2.2 FLUID APPLIED ROOFING SYSTEM AND REPAIRS.

- A. KEE Stone Urethane mastic.
- B. Tuff Stuff true white non-sag urethane caulking.

- C. White knight plus wc heavy solids urethane coating.
- D. Grip polyester soft: Reinforcement for fluid applied systems low areas, drains, angles, water-ways.

2.3 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Liquid Flashing Tuff Flash LO, 2 part: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings. Contractor purchased, membrane manufacturer supplied.
 - 1. Tensile Strength, ASTM D 412: 400 psi
 - 2. Elongation, ASTM D 412: 300%
 - 3. Density @77 deg. F 8.5 lb/gal typical

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION FOR RE-ROOFING:

- A. General: Clean surfaces thoroughly prior to installation.
 - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 - 3. Roof surface to receive roofing or restoration system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 - 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 - 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 - 6. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

3.3 GENERAL INSTALLATION REQUIREMENTS FLUID APPLIED ROOFING,

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the modified bituminous roofing system.
- D. All roof restoration sections to receive 4 gallons on field and patch/repair areas to receive an additional .5 gallons over patches or to fully absorb patch materials.
- E. Apply roofing materials as specified herein unless recommended otherwise by manufacturer's instructions. Keep roofing materials dry during application. Phased construction can be allowed as long as no, more than seven (7) days pass between coats.

3.4 CLEANING AND SURFACE PREPARATION FOR RESTORATION SECTIONS

- A. Any and all defects in existing membrane must be repaired or replaced prior to the application of the coating system to the satisfaction of materials manufacturer prior to application of fluid applied roofing. This included blisters, low areas, ridges, splits, cracks and all defects that may affect roofing performance and longevity.
- B. The surface must be clean, dry and free of loose scale, loose rust, dirt, mold, mildew, dust and debris. Remove all loose coatings to the satisfaction of materials manufacturer.
- C. After repairs, power washing to remove all loose rust or scale is mandatory before application. Use a high volume air broom or compressed air to remove residual dust. Observe all applicable OSHA regulations.
- D. Allow roof to dry 100% prior to application of fluid applied roofing.

3.5 RESTORATION PRODUCT APPLICATION PRE-TREATMENTS

- A. Known Growth - General Surfaces: Once areas of moss, mold, algae and other fungal growths or vegetation have been removed and surfaces have also been thoroughly cleaned, apply a biocide wash at a maximum spread rate of 0.2 gallons/square, to guard against subsequent infection. Allow to dry onto absorbent surfaces before continuing with the application. On non-absorbent surfaces, allow to react before thoroughly rinsing to remove all traces of the solution. Note: See Health & Safety data before use.

3.6 FLUID APPLIED ROOFING APPLICATION SEAMS, FLASHINGS AND FIELD

- A. Application of White-Knight Plus WC on field seams, flashings and penetrations before application of White-Knight Plus WC verify that the surface to be coated is cleaned and prepared properly. At any time during the application of the White-Knight Plus WC system, if roof surface becomes contaminated with dirt, dust or other materials that will interfere with adhesion of the coatings then cleaning

measures must be taken to restore the surface to a suitable condition. Dust should be blown off of surfaces to be coated with compressed air or blowers before application of White-Knight Plus WC. All required materials must be applied at specified dry film thickness.

- B. For specified flashing sections, drain areas and waterways, Apply White-Knight Plus WC at in 2 coats with a minimum application rate of 2 gallon per 100 square feet (.82 L/m²). This application of White-Knight Plus WC should be a minimum 6" wide stripe over all seams, flashings and around penetrations. Allow to dry for a minimum of 24 hours before applying finish coats. Drains to receive a 10'x10' section fully reinforced, waterways receive a 6' wide section, fully reinforced with polyester. All angles receive 12" of full reinforcement
- C. Apply White-Knight Plus WC in a uniform manner at minimum application rate where specified of 4.5 to 5.0 gallon per 100 square feet (.82 L/m²) over seams and 3 course areas.
- D. Coating shall be applied in strict accordance with manufacture's published directions and instructions.
- E. All material must be applied smoothly with proper film thickness, at a uniform spread rate of 4 gallons per 100 sq ft in 2 coats.
- F. Keep wet film gauges on-hand at all times during the application process to ensure proper coverage. Coverage rates below will designate gallons, wet mils, and dry mils.
- G. 4 gallons will equal 64 wet mils 51 dry mils for all field areas, un-reinforced.
- E. Liquid Flashing:
 - 1. Mask target area on roof membrane with tape.
 - 2. Clean all non-porous areas with isopropyl alcohol.
 - 3. Apply 32 wet mil base coat of liquid flashing over masked area.
 - 4. Embed polyester reinforcement fabric into the base coat of the liquid flashing.
 - 5. Apply 48-64 wet mil top coat of the liquid flashing material over the fabric extending 2 inches (51 mm) past the scrim in all directions.
 - 6. Apply minerals immediately or allow the liquid flashing material to cure 15-30 days and then install reflective coating.

3.7 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.8 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.9 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field inspections 4 days per week.
- B. Warranty shall be issued upon manufacturer's acceptance of the installation.
- C. Field observations shall be performed by a representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
- D. Provide observation reports from the Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
- E. Provide a final report from the Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.
- F. Owner furnished materials: On the following page is a list of materials as supplied by the district under their CMAS authority. The quantities are complete and final. Should the bidding contractor determine additional materials are necessary to complete job per specifications, contractor must purchase from manufacturer. Those costs shall be included in their bid amount.

<u>Product</u>	<u>Coverage/Unit Size</u>	<u>Product Number</u>	<u>Quantity</u>
White-Knight® Plus WC	4g / sq. 55g barrel	7838-55-U	3
Kee Lock Mastic	3.5 Gallon pail	7841-3	10
Unibond self adhering 6"	6" wide roll x	6340-6	6
Tuff-Stuff MS True White	10.3oz/Tube	2130TRUWHITE	50

END OF SECTION

SECTION 074100
METAL ROOF PANELS
THE CITY OF BREA, FIRE STATION NO. 3

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Standing seam metal roofing system.
- B. Standing seam metal roofing accessories.
- C. Metal roofing accessories.
- D. Required underlayment

1.2 RELATED SECTIONS

- A. Section 07 42 14 – Metal Wall Panels
- B. Shop Drawings

1.3 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this Section.
- B. Provide all labor, equipment, and miscellaneous materials to install City furnished CMAS materials for indicated roofing sections/buildings over the properly prepared substrate for The City of Brea Fire station 3. The installer shall be financially responsible to purchase additional materials necessary to complete the project should additional materials be needed. City furnished materials are listed with quantities on the back of this specification section.
- C. Contractor responsible to unload all materials from delivery trucks as materials will be staged at the Site. Contractor is responsible to unload those materials at the site and load to roof. Materials accepted to site by contractor shall then be contractor's 100% responsibility.

1.4 SCOPE OF WORK LEAVE EXISTING SKYLIGHT IN PLACE.

- 1. Remove existing panel and underlayment to decking.
- 2. Inspect decking for deficiencies, repair or replace as approved by City.
- 3. Install insulation like and kind and city supplied underlayment per manufacturer instructions.
- 4. Install new gutters and downspouts as specified and drawn.
- 5. Install City supplied engineered metal roofing system and components as indicated and drawn per manufacturer requirements.
- 6. Flash engineered panel system into existing skylight curb.

1.5 SCOPE OF WORK REPLACE EXISTING SKYLIGHT.

- 1. Roofing contractor scope of to remain unchanged. Roofing contractor shall coordinate with skylight manufacturer for installation, details and timing of installation.
- 2. Contractor shall bid project with specified skylight system as indicated in these contract documents.

1.6 SCOPE OF WORK TO DEMO EXISTING SKYLIGHT, INSTALL NEW SUBSTRATE.

1. Roofing contractor shall demo existing skylights components, flashing system and curbing. See Engineers Specifications, plans and details for Structural drawings.
2. Contractor shall follow contract documents indicating scope, materials and installation required to assemble structural decking in place of the skylight.
3. Contractor shall install specified engineered metal panel roofing system throughout the field of the roof.
4. The remainder of the scope shall follow the shop drawing for the engineered metal panel roofing system.

1.7 REFERENCES

- A. ASTM D 1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
- B. ASTM D 3575 - Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.
- C. ASTM E 283 - Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
- D. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- E. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
- F. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
- G. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- H. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.
- I. AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.
- J. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- K. FM 4470 Approval Standard for Class 1 Panel Roofs.
- L. FM 4471 - Class 1 Panel Roof; Factory Mutual Research Corporation.
- M. UL 263 - Fire Tests of Building Constructions and Materials.
- N. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.
- O. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.
- P. UL 1897 - Uplift Test for Roof Covering Systems.
- Q. SMACNA - Architectural Sheet Metal Manual.
- R. National Coil Coating Association (NCCA)
- S. NRCA - The NRCA Roofing and Waterproofing Manual.

1.8 DESIGN / PERFORMANCE REQUIREMENTS

- A. Standing Seam Roofing System: R-Mer Loc
 1. Thermal Expansion and Contraction:
 - a. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 - b. Design temperature differential shall be not less than 200 degrees F.
 - c. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
 - d. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the Architect. Metal ridge connector may require design as per job conditions by specified manufacturer.
 - e. ASTM E 1592: Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.

- f. Underwriters' Laboratories, Inc., (UL), wind uplift resistance classification: Roof assembly shall be classified as Class 1-90, as defined by UL 580
- 2. Underwriters' Laboratories, Inc., (UL):
 - a. Underwriters' Laboratories, Inc., (UL) fire resistance P ratings for roof assemblies: If applicable, panel system shall be approved for use in an appropriate Construction Assembly, as defined by UL 263.
 - b. Underwriters' Laboratories, Inc., (UL) Class A fire rating per UL 790.
- 3. ASTM E 1680: Static pressure air infiltration (roof panels):
 - a. Pressure Leakage Rate
 - 1) 1.57 PSF 0.0054 cfm/sq.ft.
 - 2) 6.24 PSF 0.0054 cfm/sq.ft.
 - 3) 20.0 PSF 0.0027 cfm/sq.ft.
- 4. ASTM E 1646: Static pressure water infiltration (roof panels):
 - a. Pressure Result:
 - 1) 5 Gal/Hr per S.F. and Static No Leakage
 - 2) Pressure of 20.0 Psf. for 15 minutes
- 5. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolation for conditions outside test range is not acceptable.
- 6. Submit third party validation of environmental claims, prepared UL Environment, for all metal roof panels containing recycled content and/or bio based content.

1.9 SUBMITTALS

- A. Product Data: Submit product data, test reports, and certifications in accordance with quality assurance and performance requirements specified herein.
- B. Design Loads: Submit manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those specified herein.
- C. Shop Drawings: Approve City supplied manufacturer shop drawings specifically for this project; Provide comments if needed regarding metal products, details, and accessories, fastening details and connections and interface with other products. Make comments as necessary prior to starting the project.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- E. Closeout Submittals:
 - 1. Provide manufacturer's maintenance instructions that include recommendations for periodic checking and maintenance of installed roof system.
 - 2. Provide executed copy of manufacturer's warranty.

1.10 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.
- B. Installer Qualifications: Certified and approved installer of the sheet metal roofing manufacturer.

1.11 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

- C. Objectives include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 6. Review required inspection, testing, certifying procedures.
 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.12 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Contractor responsible to receive materials from Garland, unload delivery trucks and sign for proper quantities and ensure there are no damaged or missing materials upon delivery. Contractor is responsible to safely protect and stage materials on site. Any thefts or damages to materials will be the responsibility of the contractor.
- C. Contractor responsible to secure any City supplied materials in contractor supplied enclosed containers which must be locked at night.
- D. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.
- E. Unload metal panels using a boom or crane, supporting the panels in at least two locations during lifting, and never lift more than three panels at a time
- F. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
1. Store materials above ground, on skids.
 2. Protect material with waterproof covering and allow sufficient ventilation to prevent condensation buildup or moisture entrapment on the materials.

1.13 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.14 WARRANTY

- A. Warranty:
1. 30 year limited watertight warranty for roofs over a 3:12 slope.
 2. Provide installers 5 year warranty covering roofing system installation and watertightness.

1.15 MANUFACTURER'S INSPECTIONS

- A. When the Project is in progress, the roofing system manufacturer will provide the following:
1. Report progress and quality of the work as observed.
 2. Provide job site inspections three days per week for a minimum of one hour each day. Provide photographic reports for each inspection day directly to the owner.
 3. Report to the Owner in writing any failure or refusal of the Contractor to correct

- unacceptable practices called to the Contractor's attention.
4. Confirm after completion that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

PART 2 PRODUCTS

2.1 PRODUCTS – GENERAL

- A. A list of City supplied materials are indicated at the end of this specification section.

2.2 MANUFACTURERS

- A. The CMAS materials and project design is based upon roofing systems engineered and manufactured by The Garland Company. Contact local reps: Pete Cochran 949-295-0447.

2.3 STANDING SEAM METAL ROOFING

- A. R-Mer Loc: Panel with 1-3/4 inch high standing seam with 3/8-inch high clearance between panel and substrate.
 1. Width of Panel:
 - a. 16 inches.
 2. Seam Height: 1-3/4 inch.
 3. Slope: Open Purlins, Slopes down to 3:12.
 4. Slope: Solid Substrate, no framing components, Slopes down to 1-1/2 :12.
 5. Panel Clips: Minimum 18 gauge, galvanized steel or stainless steel. Two-piece clips are unacceptable.
 6. Passes:
 - a. ASTM E 1592
 - b. ASTM E 1680
 - c. ASTM E 1646
 - d. Class A Fire Rating, UL-790.
 - e. UL (Class 90) 580.
 7. Panel material:
 - a. Galvanized steel 22 gauge, G90, smooth as per ASTM A 653.
 8. Flashing and flat stock material: Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
 9. Coated Finish:
 - a. Exposed surfaces for coated panels:
 - 1) Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - b. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 to .30 dry film thickness (TDF).
 10. Accessory Components:
 - a. Gable anchor clips shall be minimum 18 gauge, galvanized steel or stainless steel.
 - b. Fasteners:
 - 1) Concealed fasteners: Corrosion resistant steel fasteners (zinc plated or equal) designed to meet structural loading requirements. Provide #14 as minimum fastener size.
 - 2) Exposed fasteners: Series 410 stainless steel fasteners or one-eighth (1/8) inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.
 - c. Closures: Factory precut closed cell foam meeting ASTM D 1056 or ASTM D 3575, with metal trim matching panels when used at hip, ridge, jamb, and rake.
 - d. Provide all miscellaneous accessories for complete installation.

2.4 STANDING SEAM METAL ROOFING ACCESSORIES

- A. Underlayment:
 - 1. R-Mer Seal: 45 mil minimum high temp self adhesive membrane, installed in accordance with manufacturer's recommendations.
- B. Sealant:
 - 1. Concealed Applications: Non-Curing Butyl Sealant - Schnee-Morehead, Inc. SM5430 Acryl-R, or equal.
 - 2. Exposed Applications: UV Resistant Tripolymer Sealant.

2.5 METAL ROOFING ACCESSORIES

- A. R-Mer SS Sheet Stock: High gloss, factory painted aluminum
 - 1. Material and Thickness:
 - a. 22 gauge steel
 - 2. Color: Colonial Red

2.6 COLOR OPTIONS

- A. Standard collection:
 - 1. Colonial Red

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive metal roofing. Notify the Architect in writing of any defective conditions encountered. Starting of work shall constitute acceptance of such conditions.
- B. Structural Deck Substrate:
 - 1. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves, or projections, and properly sloped.
 - 2. Verify deck is dry and joints are solidly supported and fastened.
 - 3. Verify wood nailers are installed and correctly located. Do not use pressure-treated wood containing salt-based preservatives or materials corrosive to steel.
- C. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.

3.2 INSTALLATION

- A. Install in conformance with the NRCA Roofing and Waterproofing Manual and Manufacturers installation requirements.
- B. Form panel shape as indicated on Drawings, accurate in size, square, and free from distortion or defects.
- C. Install underlayment and eave protection sheet underlayment as recommended by the Manufacturer.
- D. Where not otherwise indicated conform to SMACNA details including flashings and trim.
- E. Install sealants where indicated to clean dry surfaces only without skips or voids..
- F. Install metal edge treatment in accordance with the manufacturer's instructions and the approved shop drawings.
- G. Install metal roofing accessories in accordance with the manufacturer's instructions and the approved shop drawings.

3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

3.4 OWNER SUPPLIED MATERIALS

- A. Contractor must provide all labor to install owner supplied materials as part of their bid. All materials not specifically included in the owner supplied materials section will be the responsibility of the contractor. Contractor responsible for any equipment required to load materials from truck onto roof of each site, including but not limited to required cranes and safety requirements.
- B. List of Owner supplied materials and quantities.

<u>Product</u>	<u>Size of each</u>	<u>Quantity</u>
R-Mer-Lock 22ga	16" panel	6800 sq. ft.
R-Mer Seal underlayment	200 sq. ft. roll	40 rolls
R-Mer Flat Stock, 22 ga	4'x10' sheet	50 sheets
Al-Sil Sealant	10.3 oz./Tube	60 tubes
Butyl Sealant tape	Case 12	3 Cases
Tuff-Stuff MS True White	10.3 oz./Tube	30 tubes

END OF SECTION

APPENDIX A

CONTRACTORS BUSINESS LICENSE APPLICATION



CITY OF BREA
BUSINESS LICENSE TAX APPLICATION
OUT-OF-CITY CONTRACTORS



Please submit completed application with payment
(see fee schedule below) and copy of
current contractor's license (**pocket card**) to:
City of Brea, Business License Division,
1 Civic Center Cir., Brea, CA 92821
(714) 990-7686 office Fax (714) 671-4484
BusinessLicenseInfo@CityOfBrea.net

1. BUSINESS NAME (use exact name as contractor's license)		START DATE (Brea)	
2. BUSINESS ADDRESS (physical address)		BUSINESS TELEPHONE NO.	BUSINESS FAX NO.
3. MAILING NAME AND ADDRESS (if different from business address) Include corp. name if applicable		NO. OF EMPLOYEES (Brea)	
		LOCAL CONTACT NAME, TITLE, RESIDENCE PHONE NO.	
4. TYPE OF BUSINESS: State fully the exact nature of business.			
5. FEDERAL EMPLOYER ID NO.		STATE EMPLOYER ID NO. (EDD #)	
6. CALIFORNIA STATE CONTRACTOR'S LICENSE NO. & CLASSIFICATION	CALIFORNIA SELLER'S PERMIT NO./ RESALE NO. (if applicable)	CALIFORNIA STATE PROFESSIONAL LICENSE NO. (if applicable)	

OWNER/OFFICER INFORMATION

7. Please check the type of ownership and complete information.

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Husband & Wife	<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	
SSN (Only Sole or Partnership):			DL # (Only Sole or Partnership):		
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	
SSN (Only Partnership):			DL # (Only Partnership):		
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	

PAYMENT OF THIS TAX DOES NOT CONSTITUTE ZONING, BUILDING, OR FIRE CODE APPROVAL. CHECK WITH THE DEVELOPMENT SERVICES DEPARTMENT TO DETERMINE IF YOUR BUSINESS CAN BE LEGALLY ESTABLISHED AT YOUR LOCATION.

8. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature _____ Print Name _____ Title _____ Date _____

FOR OFFICE USE ONLY

ACCOUNT NO. _____ ORDINANCE _____ CLASSIFICATION _____

EFFECTIVE DATES _____ ISSUE DATES _____ FEE _____

NOTES: _____

SCHEDULE OF FEES (based on State contractor's classification):

	3-Months	6-Months	1-Year
CLASS A- General Engineering Contractor	\$50.00	\$90.00	\$150.00
CLASS B- General Building Contractor	\$40.00	\$60.00	\$100.00
CLASS C- Specialty Contractor	\$20.00	\$36.00	\$ 60.00

APPENDIX B

INSURANCE AND IDEMNITY REQUIREMENTS

City of Brea Insurance Requirements

Construction Projects

(Capital improvement projects, other construction and remodeling, etc.)

Asbestos Related Projects

(Abatement, removal, etc.)

The insurance requirements below summarize, but do not supersede, the insurance requirements addressed in the body of the Bid Specifications. You are advised to refer to the bid specifications in addition to the information provided below. (Some projects may have different/additional requirements).

It is highly recommended that you consult your insurance carrier(s) or broker(s) to determine in advance of bid submission the availability and cost of insurance as prescribed and provided herein. Failure to comply with the insurance requirements may result in your bid or proposal not being considered for award of contract. While unlikely to be granted, any proposed deviations from the standards listed below will require City pre-approval.

Type of Insurance Coverage	General Liability	Automobile Liability	Workers' Compensation
Required by Contract?	Yes	Yes	Yes
Minimum Limits of Coverage	\$2,000,000 Combined Single Limit Per Occurrence Minimum	\$2,000,000 Combined Single Limit Per Occurrence Minimum	Workers' Compensation to Statutory Limits; \$1,000,000 Employers' Liability Limit
Minimum A.M. Best's Guide Rating / Other Requirements	A / VII	A / VII	A / VII or State Compensation Insurance Fund
Additional Insured Endorsement Required? Need ISO Form Numbered CG 20 10 11 85 or similar	Yes	Yes	No
Waiver of Subrogation Endorsement Required?	Yes	Yes	Yes
Comments	Contract may require higher limits. Any asbestos clean-up will require "Environmental Impairment Liability Insurance" as per contract specifications.	Unless Contractor establishes that no vehicles will be used.	Not needed for sole proprietors or partnerships with no employees.

APPENDIX C

WARRANTY BOND SAMPLE

Bond No. _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

("Principal"), a contract ("Contract") for the work described as follows:

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Insert name, address , and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of

Dollars (\$XXX.XX), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of

time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the Authority of any person signing as attorney-in-fact must be attached.

APPENDIX D

QUADWALL SKYLIGHT SPECIFICATIONS

08 45 00 - Insulated Translucent Roof Assemblies Master Quadwall Specifications All Specialty Applications Included

NOTE:

- THIS IS A PERFORMANCE SPECIFICATION IN CSI FORMAT.
- IN ORDER TO ENSURE THE BEST SPECIFICATION FOR YOUR APPLICATION WE RECOMMEND THAT YOU CONSULT WITH ARCHITECTURAL SUPPORT OR YOUR LOCAL CPI REPRESENTATIVE FOR ASSISTANCE.
- DELETE OPTIONAL/UNNECESSARY ITEMS IN [BRACKETS].
Note: \Rightarrow in left margin denotes option(s).
- [Downloadable Word Doc. file is available on our web site:
www.cpidaylighting.com]

KINGSPAN LIGHT + AIR / CPI DAYLIGHTING

To be certain that you are using the most recent available CPI Specification, please visit our website at www.cpidaylighting.com and download the current version.

CPI DAYLIGHTING, INC. IS ENGAGED IN CONTINUING RESEARCH TO IMPROVE ITS PRODUCTS. THEREFORE, THE RIGHT IS RESERVED TO MODIFY OR CHANGE MATERIAL IN THIS SPECIFICATION WITHOUT NOTICE

08 45 00 –Insulated Translucent Roof Assemblies

Master Quadwall Specifications

All Specialty Applications Included

PART 1 GENERAL

1.1 SUMMARY:

Section includes requirements for daylighting insulated translucent panel skylight system as shown and specified herein.

1.2 WORK INCLUDED:

- A. Design, engineer, manufacture and installation of two panels insulated translucent skylight panel system. An assembly of two independent insulated single glazing polycarbonate multi-cell panels in one integrated daylighting panel assembly, incorporated into a complete aluminum framed system that has been tested and warranted by the manufacturer as a single source system. Design shall provide for the replacement of the exterior panel using tools, independently of the interior single panel and without exposing the interior or compromising the weather tightness or interfering with the normal working functions of the building. The interior single insulated panel remains intact for the life of the building envelope. Single panel extruded polycarbonate cellular or fiberglass sandwich panel systems will not meet these requirements and are not acceptable.
- B. All anchors, brackets, and hardware attachments necessary to complete the specified structural assembly, weatherability and water-tightness performance requirements. All flashing up to but not penetrating adjoining work are also required as part of the system and shall be included.
- C. Trained and factory authorized labor with supervision to complete the entire panel installation.

1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Structural Steel/Wood Framing/Concrete, section _____
- B. Curbs and supporting members, section _____
- C. Roofing, section _____
- D. Sheet Metal and Flashing, section _____
- E. Sealant, section _____

1.4 QUALITY ASSURANCE

- A. The glazing panels must be evaluated and listed by recognized building code evaluation organization: International Council Evaluation Service Inc (ICC-ES)
- B. Materials and Products shall be manufactured by a company continuously and regularly employed in the manufacturing, engineering, and designing, stocking and building of skylights using the specified material and system for a period of at least ten (10) years. Manufacturers shall provide a list of at least ten (10) projects having been in place a minimum of ten (10) years, with similar size, scope, climate and type.
- C. Erection shall be by a factory-approved installer who has been in the business of erecting similar material for at least five (5) consecutive years and can show evidence of satisfactory completion of projects of similar size, scope and type.

- D. The manufacturer shall be responsible for the configuration and fabrication of the complete panel system, in accordance with the requirements of this specification.

1.5 SUBMITTALS

- A. Submit shop drawings and color samples in accordance with section _____
Manufacturer shall submit written guarantee accompanied by substantiating data, stating that the products to be furnished are in accordance with or exceed these specifications.
- B. The manufacturer shall submit certified test reports made by an independent organization. Reports shall verify that the material will meet all performance requirements of this specification. Previously completed test reports will be acceptable if they are indicative of products used on this project. Test reports required are:
1. Self-Ignition Temperature (ASTM 1929)
 2. Smoke Density (ASTM D-2843)
 3. Burning Extent (ASTM D-635)
 4. Interior Flame Spread (ASTM E-84)
 5. Color Difference (ASTM D-2244)
 6. Tests on a weathered system after approximately 10 years of actual exposure in South Florida field conditions. Tests shall include:
 - a. Uniform static air pressure per ASTM 330
 - b. Impact loading per ASTM E695
 - c. Cyclic static air pressure and missile impact level D per ASTM 1886 & ASTM E1996.
 7. Weathering Evaluation before and after exposure to 300°F, 25 minutes include Light Transmission and Color Change, per ASTM E-1175, and ASTM D-2244 respectively.
 8. Large Missile Test - Impact Resistance per SFBC PA 201-94
 9. Insulation's 'U' value for Center of Glazing per NFRC100.
 10. Insulation's 'U' value for skylight system, glazing and aluminum framing, per NFRC 100 & NFRC 700 certification.
 11. Visible light Transmission (VT) per ASTM E972 & ASTM E1084
 12. Solar Heat Gain Coefficient (SHGC) based on tests or calculations which are based on tests per methodology and procedure given in the NFRC/Calorimeter Standard.
 13. Maximum air infiltration rate for fenestration assemblies of Curtain walls, per NFRC 400 or ASTM E283.
 14. Water Penetration (ASTM E-331)
 15. Load Bearing Capability (ASTM E-330)
 16. Performance of exterior windows, curtain walls when impacted by wind-borne debris per ASTM E 1996, Level D
 17. Haze per ASTM D 1003 for glare measurement.
 18. ICC evaluation service report for compliance with IBC building code for polycarbonate glazing as an approved light transmission plastic with CC1 rating per chapter 26, and class A interior finish glazing per chapter 8.
 19. Sound Transmission Loss (STC) per ASTM E413
 20. Class C [Class A], [Class B], roof construction per ASTM E108, FM 4470, NFPA 256, UBC 32-7, ULC-S107, UL 790,
 21. [Optional] 5 Minute Forced Entry certification per Department of State, SD-STD-01.01, Revision G (Amended), code 2114.
 22. [Optional: Department of Defense Forced Entry Resistance per UFC4-020-1, DOD Security Engineering Planning Manual]
 23. [Optional] DoD Antiterrorism Standard for Buildings per UFC 4-010-01.
 24. [Optional] Human impact resistance used at mental health hospital code per ASTM 695



- C. MAINTENANCE DATA: The manufacturer shall provide recommended maintenance procedures, schedule of maintenance and materials required or recommended for maintenance.
- D. Submit Installer Certificate signed by installer, certifying compliance with project qualification requirements.

1.6 WARRANTY:

- A. Provide a single source skylight system manufacturer warranty against defective materials and fabrication. Submit manufacturer's written warranty agreeing to repair skylight system work, which fails in materials within one year from date of delivery. [Optional: Provide extended warranty at extra cost, for [2], [3] years from the date of delivery.]
- B. Provide single source skylight manufacturer 10 year glazing panel warranty. Third party warranty for glazing panels shall not be acceptable. Glazing warranty to include:
 - 1. Change in light transmission of no more than 6% per ASTM D-1003
 - 2. No delamination of panel affecting appearance, performance or structural integrity of the panel or the system
 - 3. Thermal aging - the light transmission and the color shall not change after exposure to heat of 300°F for 25 minutes (when measured per ASTM D-1003 and ASTM D-2244 respectively).
- C. In addition submit installer's written warranty agreeing to repair installation workmanship, defects and leaks within one year from date of delivery. [Optional: extended warranty at extra cost for [2 years] [3 years] from the date of delivery]

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. The design and performance criteria of this job are based on the Quadwall 2 panel skylight system as manufactured by CPI Daylighting, A division of Kingspan Light + Air
Phone: (800) 759-6985, Fax (847) 816-0425
Website: www.cpidaylighting.com, www.kingspanlightandair.com

And as locally represented by: _____

Telephone: _____

B. APPROVED MANUFACTURERS

Other manufacturers may bid this project provided they comply with all requirements of the specification and submit evidence of compliance with all performance criteria specified herein. This evidence must include proof of conformance and test reports as per section 1.5. Any exceptions taken from this specification must be noted on the approval request. If no exceptions are noted and approval is given, product performance will be as specified. Should non-compliance be subsequently discovered, the previously given approval will be invalidated and use of the product on the project will be disallowed. All manufacturers acceptable for use on this project under this section must be approved prior to bid. Requests for approval, with all appropriate submittal data and samples must be received no less than 10 days prior to bid date. A list of all approved manufacturers and products will be issued by addendum. No other manufacturers will be acceptable. No verbal approval will be given. Listing manufacturers' names in this specification does not constitute approval of their products or relieve them of compliance with all the performance requirements contained herein. Fiberglass skins are unacceptable. Single panel system in lieu of 2 panel system is unacceptable.

2.2 TRANSLUCENT PANEL PERFORMANCE AND APPEARANCE

A. Panel construction for Longevity and Resistant to Buckling and Pressure:

1. Translucent panels must be constructed of tight cell sizes not exceeding 0.18". Wide cell size exceeding 0.18" shall not be acceptable.
2. The translucent panel shall include an integral extruded tight-cell structural core. The panel's exterior skins shall be connected with supporting continuous ribs, perpendicular to the skins, at a spacing not to exceed 0.18" (truss-like construction). In addition, the space between the two exterior skins shall be divided by multiple parallel horizontal surfaces, at a spacing not to exceed 0.18".

B. Translucent Skylight Panel - Two Panel Assembly:

1. Design, engineer, manufacture and installation of two panels insulated translucent skylight system. An assembly of two independent insulated single glazing polycarbonate multi-cell panels in one integrated daylighting panel assembly, incorporated into a complete aluminum framed system that has been tested and warranted by the manufacturer as a single source system. Design shall provide for the replacement of the exterior panel using tools, independently of the interior single panel and without exposing the interior or compromising the weather tightness or interfering with the normal working functions of the building. The interior single insulated panel remains intact for the life of the building envelope. Single panel extruded polycarbonate cellular or fiberglass sandwich panel systems will not meet these requirements and are not acceptable.
2. Panel glazing assembly thickness shall be a minimum [2.75" two panel system with concealed interlocking connector/H battens] [4" two panel system with concealed interlocking connector/ H battens]. Minimum thickness of the exterior and the interior single panels shall be 0.315" thick each.
3. Panel Width: Shall not exceed 2' to ensure best performance for wind uplift, vibration, oil canning and visual appearance. Panels over 2' wide will not be approved.

C. Thermal and Solar Performance:

1. Insulation "U" Value performance per NFRC100 & 700, is required by the IBC/IECC/ASHRE energy code. Such performance values must be certified and labeled by NFRC. Labels shall be displayed on the product. NFRC certified and labeled products shall be published in the Certified Products Directory (CPD) on the NFRC official web site.
2. U value for standard panel assembly with no bat or aerogel insulation, Center of Glazing per NFRC100: 0.23
3. U value for panel system assembly with no bat or aerogel insulation and including skylight aluminum framing per NFRC100 & NFRC700: [0.28 for mill finish frame], [0.28 for anodize frame], [0.28 for painted frame].
4. Optional - Custom U value with variety of added insulation inserts. [Adding insulation reduces (VT) Visible Transmission: Please contact CPI technical department for assistance: 800-759-6985 info@cpidaylighting.com.]
 - a. Custom U value center of glazing only per NFRC100, U factor: []
 - b. Custom U value for a complete system per NFRC100 & 700 U factor: []
5. Visible Light Transmission Center of Glass (V.T. %) _____ per ASTM E972 ASTM & E1084.
6. Solar Heat Gain Coefficient (SHGC) [_____] independently tested or calculated based on testing per methods and procedures given in the NFRC Calorimeter
7. Exterior Panel Color: _____
Interior Panel Color: _____

- D. Translucent Panel Joint System:
1. Panel shall be extruded in one single formable length. Transverse connections are not acceptable.
 2. The panels should be manufactured with grip-lock double tooth upstands that are integral to the unit. The upstands shall be 90 degrees to the panel face (standing seam dry glazed concept). Welding or gluing of upstands or standing seam is not acceptable.
 3. The H battens shall have a grip-lock double tooth locking mechanism to ensure maximum uplift capability.
 4. The panel joint connection shall comply with the deflection limitation of IBC Table 1604.3 for exterior walls with flexible finishes - span/60 per ASTM E-330.
 5. The metal retention clip shall be configured with a 0.4" wide top flange that extends continuously across the web from end to end and from side to side. To allow safety factor, the clip must be tested to meet a wind uplift standard of 90 PSF per ASTM E330.
 6. Water Penetration: No water penetration of the panel H joint connection length at test pressure of 6.24 PSF per ASTM E-331
 7. Free movement of the panels shall be allowed to occur without damage to the weather tightness of the completed system.
- E. Flammability:
1. The exterior and interior panels shall be an approved light transmitting panel with a CC1 fire rating classification per ASTM D-635. Flame spread no greater than 25 per ASTM E-84. Smoke density no greater than 75 per ASTM D2843 and a minimum self-ignition temperature of 1000°F per ASTM 1929.
 2. Interior flame spread classification of Class A per ASTM E84.
- F. Impact Resistance - the panels shall pass the following tests:
1. SFBC – PA 201, impact resistance of 350 ft. lbs.
 2. ASTM E 695 - Impact loading per for 500 ft. lbs.
 3. ASTM E-1996 - Must comply with standard specification for performance of exterior windows or curtain walls when impacted by windborne debris at level D and after cyclic wind loading at the specified design load.
- G. Cyclic Wind Load:
1. Translucent Panels shall be tested for cyclic wind loads and impact resistance per ASTM E 1886 and ASTM E 1996 at test load to verify the positive and negative design loads and level D impact.
- H. Weatherability:
1. The light transmission shall not decrease more than 6% as measured by ASTM D-1003 over 10 years, or after exposure to temperature of 300°F for 25 minutes (thermal aging performance standard).
 2. The weathering performance should be justified by successful testing of the glazing panel's performance after exposure to actual Florida weather conditions for approximately 10 years in comparison to a new panel assembly. This performance must be demonstrated by providing independent lab test reports for the exposed and a new panel assembly of 6' wide x 12' long for:
 - a. Uniform static air pressure per ASTM 330 at negative load of -105psf and positive load of 130psf
 - b. Impact loading per ASTM E695 of 500 ft-lb
 - c. Cyclic static air pressure at 65 PSF and impact level D per ASTM 1886 & ASTM E1996

Test results must show that there is no deterioration in performance for the 10 year's exposed panels versus a new panel.

3. Panels must be manufactured from polycarbonate resin with a permanent, co-extruded ultra-violet protective layer. Post-applied coatings or films of dissimilar materials are unacceptable.
 4. The faces shall not become readily detached when exposed to temperatures of 300°F and 0°F for 25 minutes.
 5. Thermal aging - the interior and exterior panel shall not change color in excess of 0.75 Delta E per ASTM D2244 and shall not darken more than 0.3 units Delta L per ASTM D2244 and shall show no cracking or crazing when exposed to 300°F for 25 minutes.
 6. Panel shall be factory sealed at the sill to restrict dirt ingress.
- I. Glare and Diffused Light Transmission:
1. To avoid glare per IECC requirements, the panels shall have a matte finish with a minimum Haze measurement of 90% per ASTM D1003.
- J. Sound Transmission Class (STC) Rating, provide materials and construction identical to those tested in assembly indicated according to ASTM E-90 and classified according to ASTM E 413 by an independent agency.
1. Sound Transmission Class (STC): Paired-panel assemblies shall have a minimum overall acoustic value of the following STC:
 - a. Paired-Panel Assembly; 3 Inches (76mm) Thick: STC [23] **[26]**
 - b. Paired-Panel Assembly; 4 Inches (101mm) Thick: STC **26** [Optional [27] [32] [34] [35] [38] [39] [43]]
- ⇒ K. [Optional]: Department of Defense Forced Entry Resistance: Provide "5-Minute-Forced Entry" certification according to Department of State, SD-STD-01.01, Revision G (Amended), code 2114 according to UFC 4-020-1, "DOD Security Engineering Planning Manual."
- ⇒ L. [Optional]: Department of Defense Antiterrorism Standard for Buildings: Provide stamped calculation for project-specific conditions for compliance with UFC4-010-01;
- ⇒ M. [Optional]: Human Impact Resistance: For human impact resistant assemblies, Provide materials and construction identical to those tested in assembly indicated according to ASTM E695; shall withstand impact loading by blunt object of 2000 FT-LBS.

2.3 METAL FRAME STRUCTURE

- ⇒ A. Design criteria shall be:
1. Negative design wind Load: _____ PSF
 2. Positive design wind load: _____ PSF
 3. Snow/live Load _____ PSF
 4. Snow drifts _____ PSF
 5. Special Hurricane Zone criteria _____

- B. The skylight framing is designed to be self-supporting between the support constructions. The deflection of the structural framing members in a direction normal to the plane of the glazing, when subjected to a uniform load deflection, shall not exceed L/60 for the unsupported span. The skylight will impose reactions to the support construction. All adjacent and support construction must support the transfer of all loads including horizontal and vertical, exerted by the skylight. Design or structural engineering services for the supporting structure or building components is not included in the skylight scope of this section.
- C. Water Penetration: The metal framed skylight panels shall allow no water penetration at a minimum differential static pressure of 6.24 lbs. per sqf per AAMA 501 pressure difference recommendations and as demonstrated by prior testing of typical framing sample per ASTM E-331
- D. Water test of metal frame structure shall be conducted according to procedures in AAMA 501.2.
- E. Maximum air infiltration rate for fenestration of the two panel assemblies of skylight shall be per NFRC 400.

2.4 METAL MATERIALS

- A. Extruded Aluminum shall be ANSI/ASTM B221; 6063-T6: 6063-T5 or 6005-T5.
- B. Flashing:
 - 1. 5005 H34 aluminum,
 - 2. Sheet metal flashings/closures/claddings are to be furnished shop formed to profile - when lengths exceed 10 ft. in nominal 10-ft lengths. Field trimming of the flashing and field forming the ends is necessary to suit as-built conditions. Sheet metal ends are to overlap at least 6-in. to 8-in., set in a full bed of sealant and riveted if required.
- C. All Fasteners for aluminum framing to be stainless steel or cadmium plated steel, excluding the final fasteners to the building.
- D. All exposed ALUMINUM FINISH shall be from manufacturer standard color range:
 - ⇒ [Mill Finish]
 - ⇒ [CPICRF™- STANDARD TGIC Polyester resin powder coat per AAMA 2603 with [1] [5] year warranty]
 - ⇒ [CPICRF™- PREMIUM polymer resin powder coat per AAMA 2604 with 10 years warranty]
 - ⇒ [CPICRF™ - PREMIUM PLUS 70% base resin PVDF wet paint per AAMA-2605 non-exotic, non-metallic with [10] year warranty]
 - ⇒ [CPICRF™- EXOTIC METALIC 70% PVDF base resin wet paint per AAMA-2605 with [10] year warranty]
 - ⇒ [Clear Anodize with [1] [5] year warranty] [Bronze Anodize with [1] [5] year warranty]
 - ⇒ [Black Anodize with [1] [5] year warranty]

PART 3 EXECUTIONS

3.1 EXAMINATION

- A. General Contractor to verify when structural support is ready to receive all work in this section and to convene a Pre-Installation Conference at least one week prior to commencing work of this Section. Attendance required of General Contractor, skylight installer and all parties directly affecting and effected by the work of this section.
- B. All submitted opening sizes, dimensions and tolerances are to be field verified by general contractor unless otherwise stipulated.
- C. Installer shall examine area of installation to verify readiness of site conditions. Notify general contractor about any defects requiring correction. Do not work until conditions are satisfactory.

3.2 INSTALLATION

- A. Install components in strict accordance with manufacturer's instructions and approved shop drawings. Use proper fasteners, caulking and hardware for material attachments as specified.
- B. Use methods of attachment to structure allowing sufficient adjustment to accommodate tolerances.
- C. Remove all protective coverings on panels immediately after installation.

3.3 CLEANING

- A. Follow manufacturer's instructions when washing down exposed panel surfaces using a solution of mild detergent in warm water that is applied with soft, clean wiping cloths. Always test a small area before applying to the entire area.
- B. Follow strict panel manufacturer guidelines when removing foreign substances from panel surfaces requiring mineral spirits or any solvents that are acceptable for use. Always test a small sample to validate compliance before applying to the entire glazing panels
- C. Installers shall leave panel system clean at completion of installation. Final cleaning is by others upon completion of project, following manufacturer's cleaning instructions.

END OF SECTION

GENERAL NOTES:

CPI WILL MAKE ALL FURTHER DESIGN DECISIONS BASED UPON THE INFORMATION PROVIDED ON THIS FORM. THIS INCLUDES, BUT IS NOT LIMITED TO, THE USE OF A 2.75" OR 4" QUADWALL SYSTEM, ADDITIONAL STRENGTHENING FOR SPAN SIZES, CHOICE OF RAFTER SIZES, AND BAY SIZING. ALL ELEMENTS WILL BE SYMMETRICAL WITHIN THE UNIT AND CPI STANDARD VALUES WILL BE USED THROUGHOUT.

ALL EXTRUDED ALUMINUM FRAMING MEMBERS SHALL BE OF A 6063-T6 OR 6005-T5 ALLOY AND TEMPER.

ALL FASTENERS SHALL BE OF A NON-CORRODING MATERIAL.

CURB FASTENERS WILL BE DETERMINED BY CURB CONSTRUCTION (WOOD, STEEL)

PANEL SECTIONS ARE TYPICALLY PRE-ASSEMBLED IN MODULES OF 6'(NOMINAL) CL TO CL, UNLESS CPI CALCULATIONS REQUIRE AN ALTERNATE SPACING. MAKE UP BAYS ARE STANDARD AT THE ENDS ALL UNITS AND WILL BE LESS THAN THE TYPICAL BAY SIZE.

ONE (1) PART SILICONE SEALANT, DOW CORNING SERIES #999 TO BE USED WHERE SHOWN.

MINIMUM CURB THICKNESS MUST BE 4". THE SUPPORT CURBS SHALL BE DESIGNED AND CONSTRUCTED BY OTHERS TO RESIST LOADS IMPOSED BY THE SKYLIGHT. SEE CURB LOAD INFORMATION ON FOLLOWING SHEETS.

UNITS ARE SHIPPED WITH PANELIZED GLAZING, FRAMES KNOCKED DOWN. SHOP DRAWINGS FOR INSTALLATION SHIP WITH UNITS.

TEST REPORT CERTIFICATION:

CPI CERTIFIES THAT THE GLAZING PANELS MEET THE FOLLOWING STANDARDS.

TEST DESCRIPTION	TEST STANDARD	RESULTS	CPI REPORT #
EVALUATION REPORT	IBC	IBC EVALUATION REPORT #4798	111
CODE CLASSIFICATION	IBC CHAPTER 26	APPROVED LIGHT TRANSMITTING PLASTICS, CC1 RATING	
FLAMABILITY			
SELF IGNITION	ASTM 1929-3	1058F	211
SMOKE DENSITY OF PLASTIC	ASTM D2843	54%	210
BURN EXTENT	ASTM D635	CC1 RATING - LESS THAN 1.0" BURN EXTENT	212A, 212B
INTERIOR FLAME SPREAD & SMOKE DEVELOPMENT	ASTM E84	CLASS A FLAME SPREAD & SMOKE DEVELOPMENT RATING - FLAME SPREAD INDEX LESS THAN 25	213
WEATHERING			
COLOR CHANGE	ASTM D2244	NO MORE THAN 4 UNITS DELTA E AFTER 60 MONTHS	411, 412
WEATHERING	ASTM D4364 & E903	TOTAL SOLAR TRANSMITTANCE, 60 MONTHS	410
LIGHT TRANSMISSION	ASTM D1003	SHALL NOT DECREASE MORE THAN 6% AFTER 10YRS	413
HEAT EXPOSURE	300F - 25MIN	HEAT EXPOSURE EVALUATION STANDARD PASSED	411
WATER PENETRATION	ASTM E331	NO PENETRATION OF H CONNECTORS AT 6.24PSF	323
FIELD TEST WATER PENETRATION	AAMA 501.2	NO PENETRATION	
IMPACT RESISTANCE	SPI METHOD B	220 FT-LBS	513A, 513B
LARGE MISSILE CANNON TEST	ASTM E1886/E1996	WITHSTANDS LARGE MISSILE IMPACT OF 350 FT-LBS	512B
OSHA - POINT LOAD	29 CFR 1910.23	300 LB POINT LOAD WITH NO DAMAGE	515
OSHA - FALL / WALK THROUGH	ASTM E695-03	500 FT-LBS	512B
U FACTOR	PER NFRC 100	0.23, CENTER OF GLASS, QUADWALL	310B

ICC-ES Evaluation Report

ESR-1253

www.icc-es.org | (800) 423-6587 | (562) 699-0543 A Subsidiary of the International Code Council®

DIVISION: 08 00 00-OPENINGS
Section: 08 84 00-Plastic Glazing

REPORT HOLDER:

CPI DAYLIGHTING, INC.
28662 NORTH BALLARD DRIVE
LAKE FOREST, ILLINOIS 60045
(847) 816-1060
www.cpidaylighting.com

EVALUATION SUBJECT

QUADWALL, UNIQUAD, PENTAGLAS, DUALWALL AND U-LITE PANELS

1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2012, 2009 and 2006 International Building Code® (IBC)
- 2013 Abu Dhabi International Building Code (ADIBC)†

†The ADIBC is based on the 2009 IBC. 2009 IBC code sections referenced in this report are the same sections in the ADIBC.

Property evaluated:

Light-transmitting plastics

2.0 USES

The Quadwall, UniQuad, Pentaglas, Dualwall and U-Lite panels described in this report comply with the requirements for light-transmitting plastics in 2012, 2009 and 2006 IBC Section 2606.4. End use of the panels is outside the scope of this report, thereby requiring that compliance with the IBC requirements applicable to the end use (such as, but not limited to, structural and durability performance) be demonstrated to the code official.

3.0 DESCRIPTION

The Quadwall, UniQuad, Pentaglas, Dualwall and U-Lite translucent polycarbonate panels recognized in this report are light-transmitting plastics complying with IBC Section 2606.4, and have a CC1 plastic combustibility classification. The panels are available in up to a 45.3-foot (13 800 mm) length and in various widths, thicknesses and configurations. See Table 1 and Figure

1 for size and configuration details. As shown in Table 1 and Figure 1, the 8- and 10-millimeter-thick Quadwall, UniQuad, and Pentaglas panels are identical panels, except for the product name.

4.0 INSTALLATION

Use of the Quadwall, UniQuad, Pentaglas, Dualwall and U-Lite panels recognized in this report is limited to applications permitted by the IBC for light-transmitting plastics. The manufacturer's published installation instructions and this report must be strictly adhered to.

5.0 CONDITIONS OF USE

The Quadwall, UniQuad, Pentaglas, Dualwall and U-Lite panels described in this report comply with, or are suitable alternatives to what is specified in, those codes indicated in Section 1.0 of this report, subject to the following conditions:

5.1 The panels are manufactured, installed and identified as called for in this report, the IBC and the manufacturer's published installation instructions. In the event of a conflict between this report and the manufacturer's published installation instructions, this report governs.

5.2 End use of the panels requires justification of compliance with appropriate code requirements, including installation, structural, impact and durability considerations.

6.0 EVIDENCE SUBMITTED

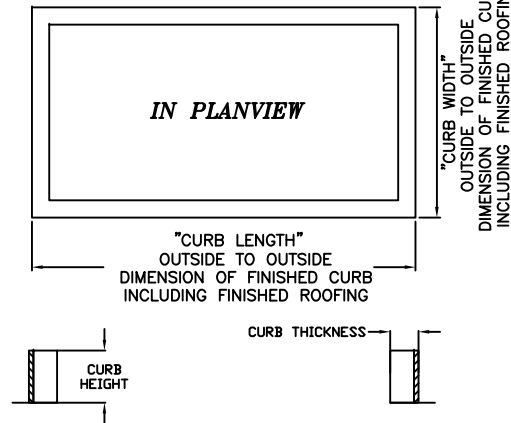
6.1 Reports of tests in accordance with ASTM D1929, ASTM D2843, ASTM D635, and ASTM E84.

6.2 Quality documentation.

7.0 IDENTIFICATION

The panels are identified with a label bearing the manufacturer's name (CPI Daylighting), the product name (Quadwall, UniQuad, Pentaglas, Dualwall or U-Lite), the CC1 plastic classification and the evaluation report number (ESR-1253).

CURB TERMINOLOGY:



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U.S. PATENT #'S: 7,281,353,B2-6,164,024-5,437,129-5,348,790-D500,370-5,895,701-D490,544-7,441,379-7,546,708-7,765,760-7,926,236 AND PATENTS PENDING

SKYLIGHTS - QUADWALL - SADDLE RIDGE

- DATA ENTRY FORM -

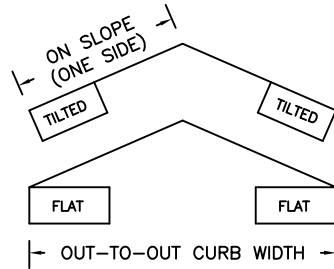
① SKYLIGHT SHAPE:

☐ SADDLE RIDGE:

② CURB ORIENTATION:

☐ TILTED CURB

☐ FLAT CURB



③ CURB MATERIAL:

STEEL -

☐ 12GA STEEL CURB

☐ 1/4" STEEL CURB (REQUIRED FOR RIDGES OVER 14' WIDE)

WOOD -

☐ MINIMUM OF (2) 2" X 6" LUMBER WILL BE REQUIRED. (DOUGLAS FIR, G = 0.49 MIN)

④ CURB DIMENSIONS:

CURB LENGTH: _____ (EXACT OUT-TO-OUT TO NEAREST 1/16")

CURB WIDTH: _____ (EXACT OUT-TO-OUT TO NEAREST 1/16")

OR _____ (EXACT ON SLOPE, ONE SIDE, TO NEAREST 1/16")

STEEL CURBS - 14' MAX OUT-TO-OUT WIDTH FOR ALL PITCHES W/ 12GA STEEL CURB
- 18' MAX OUT-TO-OUT WIDTH FOR ALL PITCHES W/ 1/4" STEEL CURB
WOOD CURBS - 8' MAX OUT-TO-OUT WIDTH FOR RIDGES WITH 4:12 THRU 6:12 PITCH
- 12' MAX OUT-TO-OUT WIDTH FOR RIDGES WITH 6:12 THRU 12:12 PITCH

⑤ NOMINAL HEIGHT: (FROM TOP OF CURB TO BOTTOM OF CPI RAFTER AT APEX OF SKYLIGHT)

☐ USE MINIMUM PITCH OF 4:12 FOR RIDGES

☐ USE NON-STANDARD PITCH: _____:12 OR _____ HT (IN FEET & INCHES FROM TOP OF CURB TO BOTTOM OF CPI RAFTER AT APEX OF SKYLIGHT)

⑥ EXTERIOR & INTERIOR GLAZING:

EXTERIOR GLAZING COLOR (10MM)

☐ CLEAR

☐ ICE WHITE

☐ WHITE

☐ REFLECTIVE GRAY

☐ GREEN

☐ BLUE

☐ BRONZE

INTERIOR GLAZING COLOR (8MM)

☐ CLEAR MATTE

☐ ICE WHITE MATTE

☐ WHITE MATTE

⑦ ALUMINUM FINISH & COLOR:

☐ MILL

☐ STANDARD CPI CRF (2603)

☐ PREMIUM CPI CRF (2604)

☐ PREMIUM+ CPI CRF (2605)/STD. 70% KYNAR (2 COAT)

COLOR NAME _____

COLOR CODE _____

☐ ANODIZED

☐ CLEAR 204-R1

☐ CLEAR 215-R1

☐ DARK BRONZE ANO-303

⑧ QUANTITY OF IDENTICAL UNITS: _____
(PLEASE USE SEPARATE SUBMITTAL FORMS FOR VARYING SKYLIGHT SHAPES AND SIZES.)

⑨

AUTHORIZATION TO PROCEED:

☐ THIS PAGE DEFINES ALL SPECIFICATIONS FOR THIS SKYLIGHT ORDER - I HAVE NO FURTHER SPECIFICATIONS OR REQUIREMENTS.

CPI QUOTE #: _____ ITEM #: _____

PROJECT NAME: _____

COMPANY: _____

SIGNATURE: _____

AUTHORIZED SIGNER: (PLEASE PRINT) _____

DATE: _____

NOTE: COMPLETE JOB INFO SHEET REQUIRED BEFORE RELEASE TO FABRICATION.

MAXIMUM DIRECT2FAB LOADS ARE AS FOLLOWS:

40PSF WIND-UPLIFT

25PSF WIND-DOWNWARD

30PSF SNOW/LIVE

DIRECT2FAB SYSTEMS WERE DESIGNED BASED ON ASD LOAD COMBINATIONS OF THE MAXIMUM LOADS ACCORDING TO ASCE7.

SNOW/LIVE LOAD MUST INCLUDE A COMBINATION OF BALANCED SNOW LOAD AND ANY ASSOCIATED DRIFT LOAD.

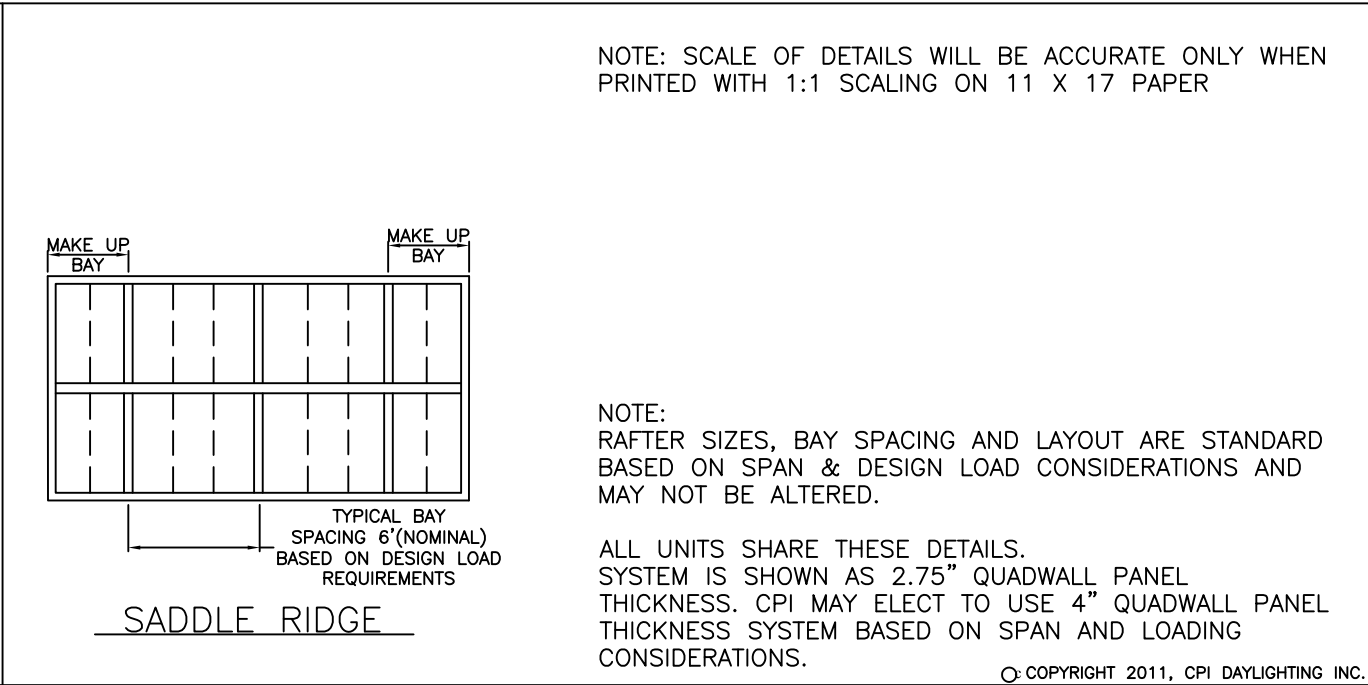
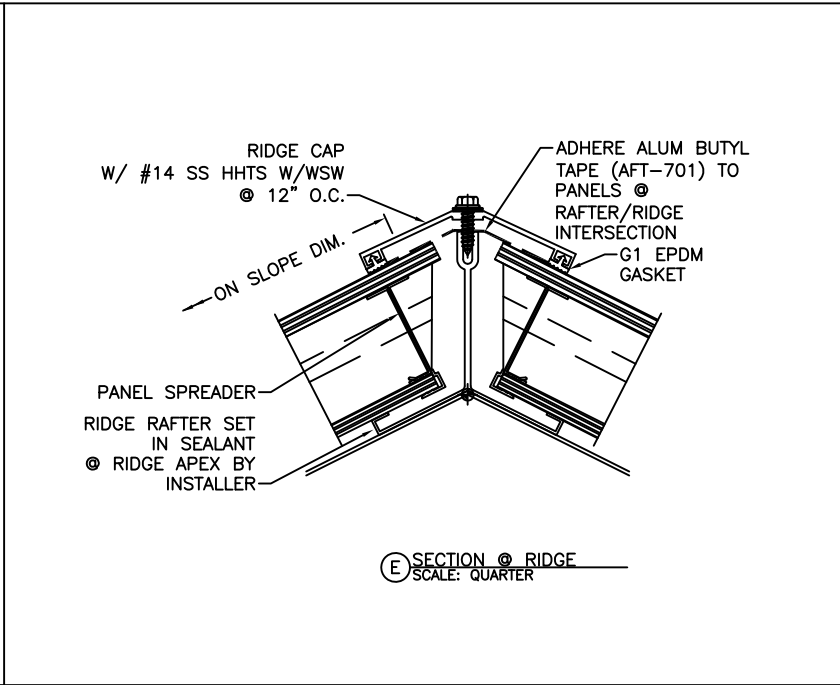
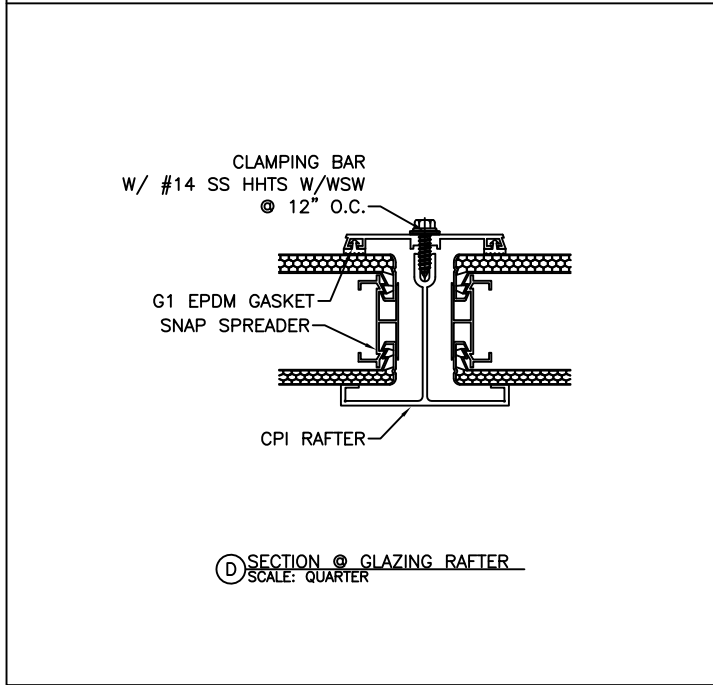
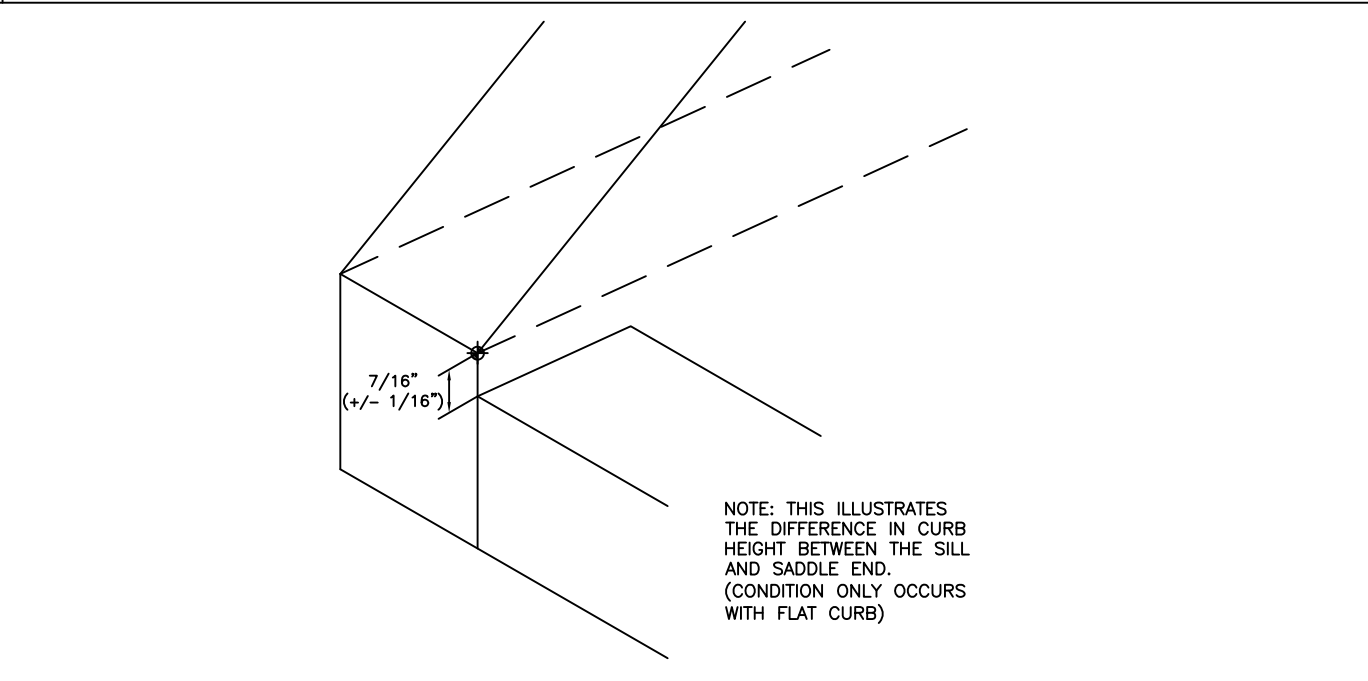
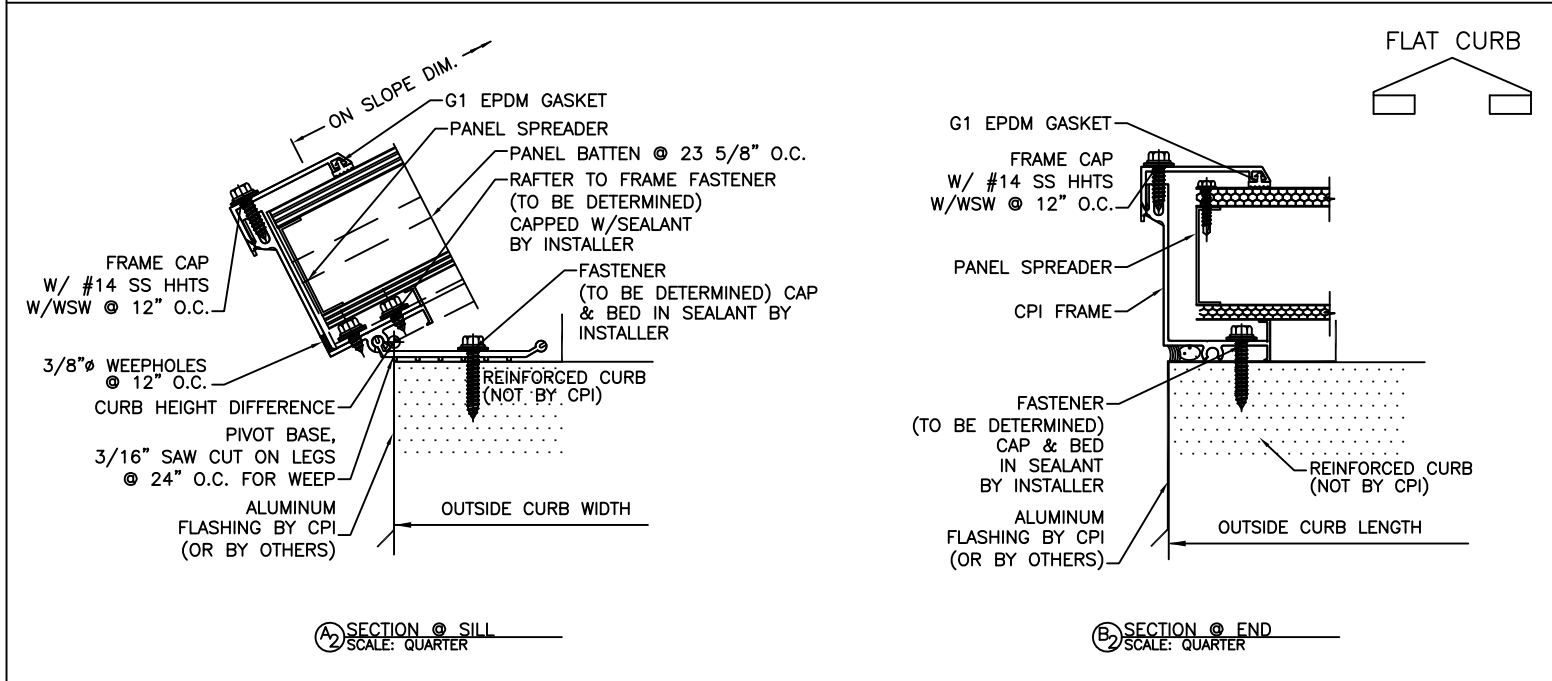
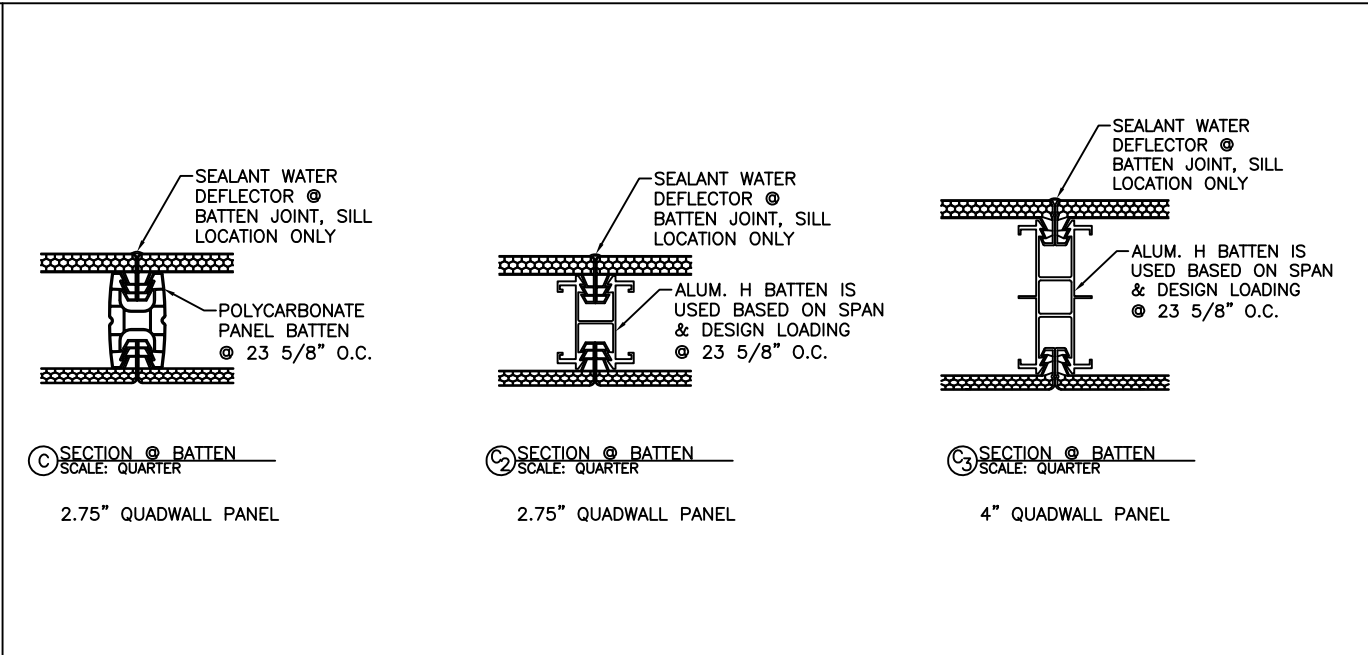
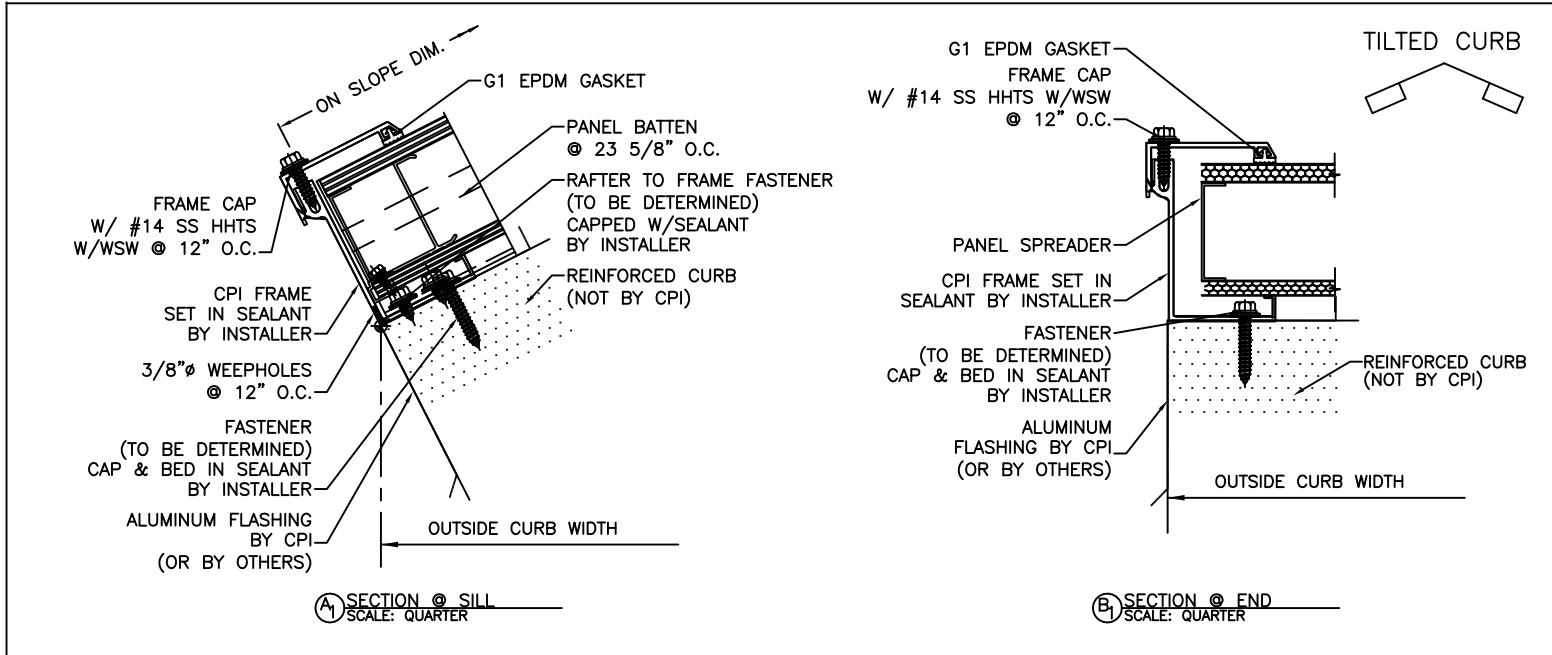
© COPYRIGHT 2011, CPI DAYLIGHTING INC.

SUBMITTAL PACKAGE
RECTANGULAR SKYLIGHTS, UP TO 18FT WIDE
SKYLIGHTS-QUADWALL-SADDLE RIDGE
GENERAL NOTES, TECHNICAL DATA
"DIRECTLY FROM ORDER ENTRY TO FABRICATION FLOOR"

CPI Daylighting
Building Envelope Solutions

Kingspan.
Light+Air

SHEET:
SKY-2A
4/26/18



CPICRF™ Paint & Anodized Finishes

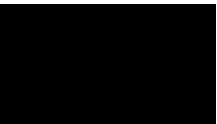
High Performance Architectural Coatings

CPICRF is a Corrosion Resistant Finish coating that includes Kynar®, Trinar®, or Hylar® fluoropolymer* and TGIC Polyester resins.

Standard Paint Finish Colors

CPICRF | TGIC Polyester resin powder coating (AAMA 2603) 1 or 5-year warranty

This economical and eco-friendly coating is available in a wide range of standard paint colors, and does not emit VOC gases into the atmosphere. CPICRF meets AAMA 2603 and comes with a 1-year standard warranty, or an optional 5-year extended warranty.



Med Gloss Black Cat
CPI-S1



WS Clay
CPI-S2



Hartford Green #84
CPI-S3



Quaker Bronze
CPI-S4



WS Bronze
CPI-S5



WS White
CPI-S6

CPICRF - Premium | Polymer resin powder coating (AAMA 2604) 10-year warranty

This eco-friendly coating is available in a wide range of premium paint colors, and does not emit VOC gases into the atmosphere. CPICRF - Premium meets AAMA 2604 and comes with a 10-year standard warranty.



Med Gloss Black Cat
CPI-P1



WS Clay
CPI-P2



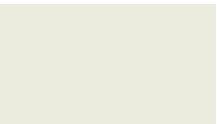
Hartford Green #84
CPI-P3



Quaker Bronze
CPI-P4



WS Bronze
CPI-P5



WS White
CPI-P6



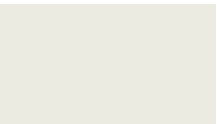
Nighthawk Gray
CPI-P7



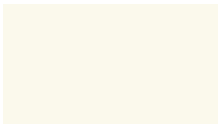
Jet Black
CPI-P8



Sand
CPI-P9



Bone White
CPI-P10



Eggshell LT
CPI-P11



Patina Green
CPI-P12

CPICRF - Premium Plus (Kynar®) | 70% PVDF (AAMA 2605) 10 or 20-year warranty

This 2-coat Kynar finish is available in a variety of premium paint colors. CPICRF - Premium Plus meets AAMA 2605 and comes with a 10-year standard warranty, or an optional 20-year extended warranty.



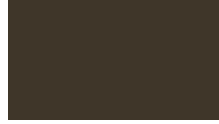
Med Gloss Black Cat
CPI-PP1



WS Clay
CPI-PP2



Hartford Green #84
CPI-PP3



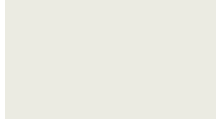
Quaker Bronze
CPI-PP4



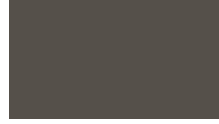
WS Bronze
CPI-PP5



WS Brick Red #83
CPI-PP6



WS White
CPI-PP7



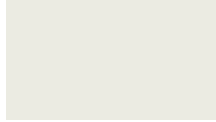
Nighthawk Gray
CPI-PP8



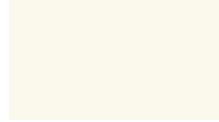
Jet Black
CPI-PP9



Sand
CPI-PP10



Bone White
CPI-PP11



Eggshell LT
CPI-PP12



Patina Green
CPI-PP13

Anodized Finishes

CPI Anodized Finishes | Class II (204), Class I (215), and color 1 or 5-year warranty

CPI Daylighting offers anodized finishes - Clear Anodized and Dark Bronze Anodized. The anodized finish comes with a 1-year standard warranty with an option for a 5-year extended warranty.

The colors shown are not exact and may vary slightly from the actual colors - Physical samples on aluminum substrates are available for final color selection. For exact colors, please contact us at 1.800.759.6985 to order color samples. Slight color variation can be expected in production. Color options are also subject to change. Please contact CPI Daylighting to confirm availability.

*Kynar® is a registered trademark of Arkema - Trinar® is a registered trademark of AkzoNobel - Hylar® is a registered trademark of Solvay

APPENDIX E

STRUCTURAL DRAWINGS

PROJECT CONTACT

OWNER:
ADDRESS:

THE CITY OF BREA
NUMBER ONE CIVIC CENTER CIR.
BREA, CA 92621

STRUCTURAL ENGINEER:
PROJECT MANAGER:
ADDRESS:

AD ENGINEERING GROUP, LLC
ADAM DAVIDSON, C 85108
135 E. FLORIDA AVE. SUITE A
HEMET, CA. 92543

PHONE:
E-MAIL

(951) 766 - 5180
ADAM@ADENGINEERINGGROUP.COM

PROJECT LOCATION:
PROJECT MANAGER:
ADDRESS:

FIRE STATION # 3
RAYMOND CONTRERAS
400 N. KRAEMER BLVD.
BREA, CA. 92621

PHONE:
E-MAIL:

(714) 990-7763
RAYMONDC@CLBREA.CA.US

SHEET INDEX

TS-1

TITLE SHEET

S-1

ROOF FRAMING PLAN

SD-1

GENERAL NOTES AND DETAILS

THE CITY OF BREA

FIRE STATION 3
400 N. KRAEMER BLVD.
BREA CA. 92621

AD ENGINEERING GROUP
135 E. FLORIDA AVE, STE A
HEMET, CA 92543
PHONE 951.766.5180
FAX 951.766.1155



NOTES

1. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS IN FIELD.

SCOPE OF WORK

REMOVE EXISTING SKY LIGHTS OVER HIGH ROOF AND INFILL WITH NEW WOOD STRUCTURAL FRAMING MEMBERS. NEW PLYWOOD AND INSTALL NEW METAL ROOFING TO MATCH ONGOING RE-ROOFING PROJECT.

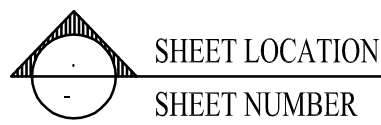
APPLICABLE CODES

2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA ADMINSTRATIVE CODE (CAC) TITLE24 CCR*
2016 CALIFORNIA BUILDING CODE (CBC) TITLE24 CCR
(2015) INTERNATIONAL BUILDING CODE, VOL. 1 & 2, AND 2016 CLIFORNIA AMENDMENTS)
2016 CALIFORNIA ELECTRICAL CODE, TITLE24 CCR
(2014) NATIONAL ELECTRICAL CODE AND 2016 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA MECHANICAL CODE (CMC) PART 4, TITLE 24 CCR
(2015 IAPMO UNIFORM MECHANICAL CODE AND 2016 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA PLUMBING CODE (CPC) PART 5, TITLE 24 CCR
(2015 IAPMO UNIFORM PLUMBING CODE AND 2016 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA ENERGY CODE (CEC) PART 6, TITLE 24 CCR
2016 CALIFORNIA FIRE CODE (CFC) PART 9, TITLE 24 CCR
(2015 INTERNATIONAL FIRE CODE AND 2016 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA EXISTING BUILDING CODE (CEBC) PART 10, TITLE 24 CCR
(2015 INTERNATIONAL EXISTING BUILDING CODE AND 2016 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TILE 24 CCR
2016 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 CCR
TITLE 19 CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.
2013 ASME A17.1/CSA B44-13 SAFETY CODE FOR ELEVATORS AND ESCALATORS

PARTIAL LIST OF APPLICABLE STANDARDS		
2016 CALIFORNIA BUILDING CODE (FOR SFM) REFERENCE STANDARDS CHAPTER 35		
NFPA 13	STANDARD FOR THE INSTALLATION OF SPRINKLERS SYSTEMS (CA AMMENDED)	2016 EDITION
NFPA 14	STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS	2013 EDITION
NFPA 17	STANDARD FOR DRY CHEMICAL EXTINGUISHING SYSTEMS	2013 EDITION
NFPA 17A	STANDARD FOR WET CHEMICAL EXTINGUISHING SYSTEMS	2013 EDITION
NFPA 20	STANDARD FOR THE INSTALLATION OF STATIONARY PUMPS FOR FIRE PROTECTION	2016 EDITION
NFPA 22	STANDARD FOR WATER TANKS FOR PRIVATE PROTECTION	2013 EDITION
NFPA 24	STANDA'RD FOR THE INSTALLATION OF PRIVATE SERVICE MAINS AND THEIR APPURTENANCES	2016 EDITION
NFPA 72	NATIONAL FIRE ALARM SIGNALING CODE (CA AMENDED);	2016 EDITION
NFPA 80	STANDARD FOR FIRE DOORS AND OTHER OPENING PROTECTIVE	2016 EDITION
NFPA 2001	STANDARD FOR CLEAN AGENT FIRE EXTIGUISHING SYSTEMS	2016 EDITION
UL 300	STANDARD FOR FIRE TESTING OF FIRE EXTINGUISHING SYSTEM FOR PROTECTION OF COMMERCIAL COOKING EQUIPMENT	2015 EDITION
UL 464	AUDIBLE SIGNALING DEVICES FOR FIRE ALARM AND SIGNALING SYSTEMS, INCLUDING ACCESSORIES	2015 (R2010) 2003 EDITION
UL 521	STANDARD FOR HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS	1999 EDITION
UL 1971	STANDARD FOR SIGNALING DEVICES FOR HEARING IMPAIRED	2002 EDITION
ICC 300	STANDARD FOR BLEACHERS, FOLDING AND TELESCOPIC SEATING, AND GRANDSTANDS	2012 EDITION

REFERENCE SYMBOLS

BUILDING SECTION:



SHEET LOCATION
SHEET NUMBER

BUILDING DETAIL:

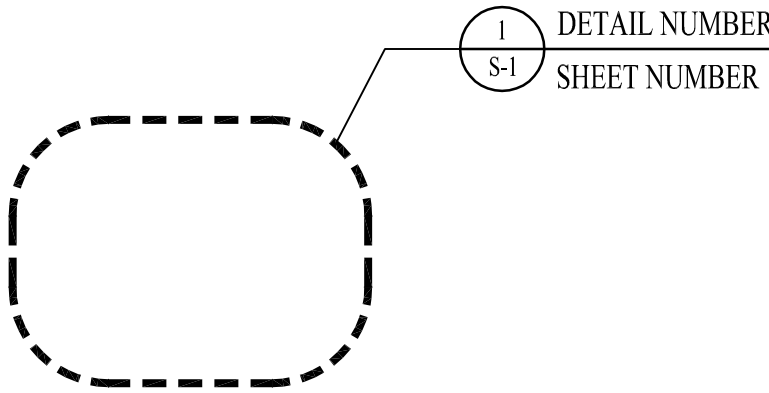


DETAIL NUMBER
SHEET NUMBER

REVISION:



PLAN ENLARGEMENT:



PROJECT INFORMATION

OCCUPANCY: S-2 (FIRE ENGINE BAY)

CONSTRUCTION: TYPE 111-B
FULLY SPRINKLED

BUILDING DESIGN PARAMETERS (CBC 1603.1 & ASCE 7-10)

VERTICAL LOADING
ROOF DEAD LOAD 17.5 PSF
ROOF LIVE LOAD 20.0 PSF

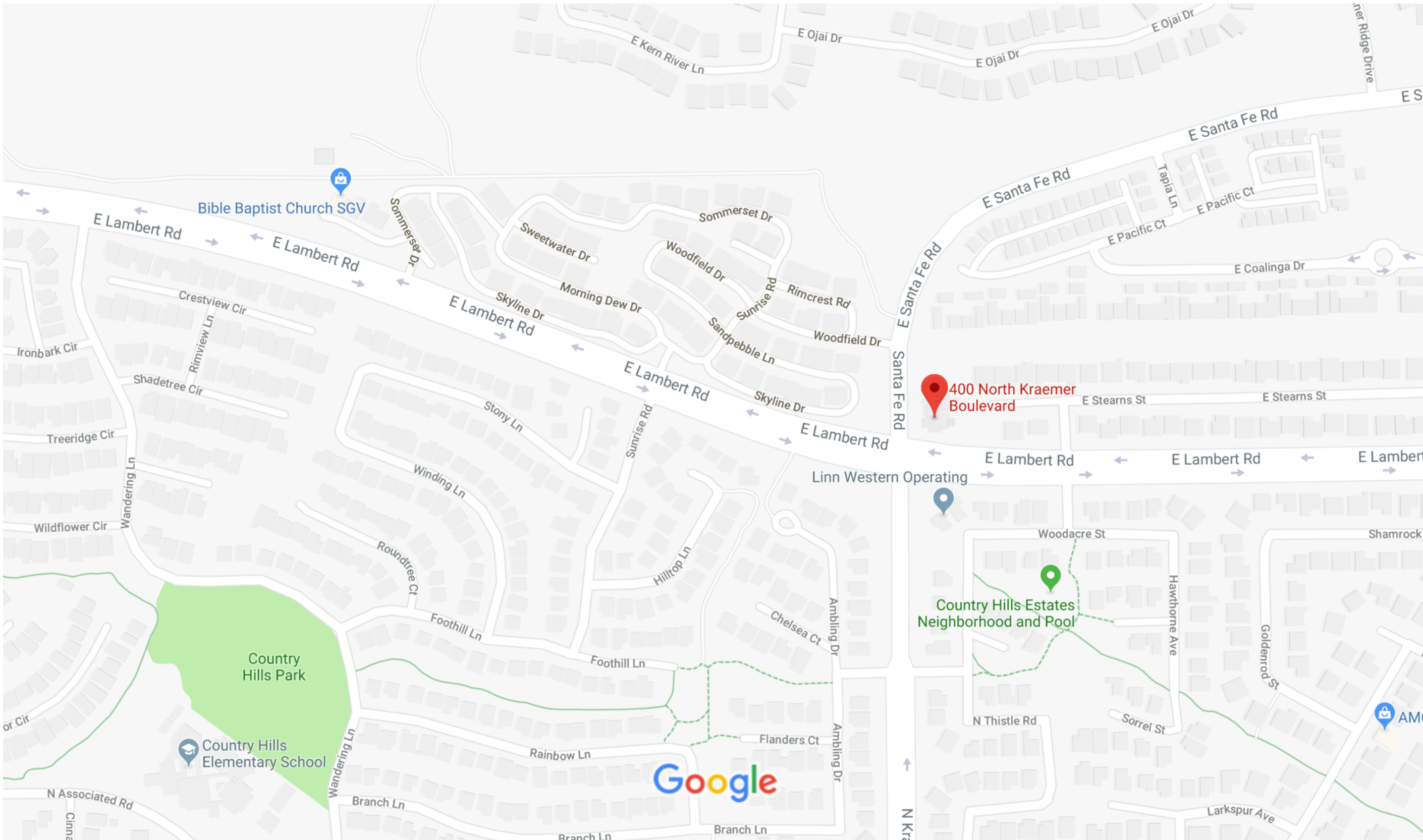
SEISMIC DESIGN CRITERIA			
Ss=2.039	Sms=2.039	Sds=1.359	SITE LAT= 33.9172 N
S1=.749	Sml=1.123	SD1=.749	SITE LONG= -117.8968 W
Fv=1.5	Fa=1.0	Ip=1.0	SITE CLASS=D
SDC=E	Cs=.190	V= .190*W (ASD)	

VALUES FROM ASCE 7-10, TABLE 30.7-2

BASIC SEISMIC FORCE RESISTING SYSTEM	R	Ωo	Cd
PLYWOOD SHEAR PANELS	5.5	2.5	4

ANALYSIS PROCEDURE ----- ASD STATIC

VICINITY MAP



TITLE SHEET

TITLE:

PROJECT SITE:
THE CITY OF BREA
FIRE STATION 3
400 N. KRAEMER BLVD.
BREA, CA. 92621

OWNER/ CLIENT:
THE CITY OF BREA
FIRE STATION 3
1 CIVIC CENTER CIR.
BREA, CA. 92621

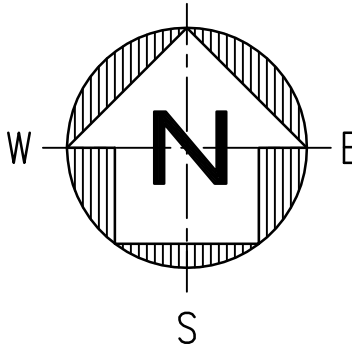
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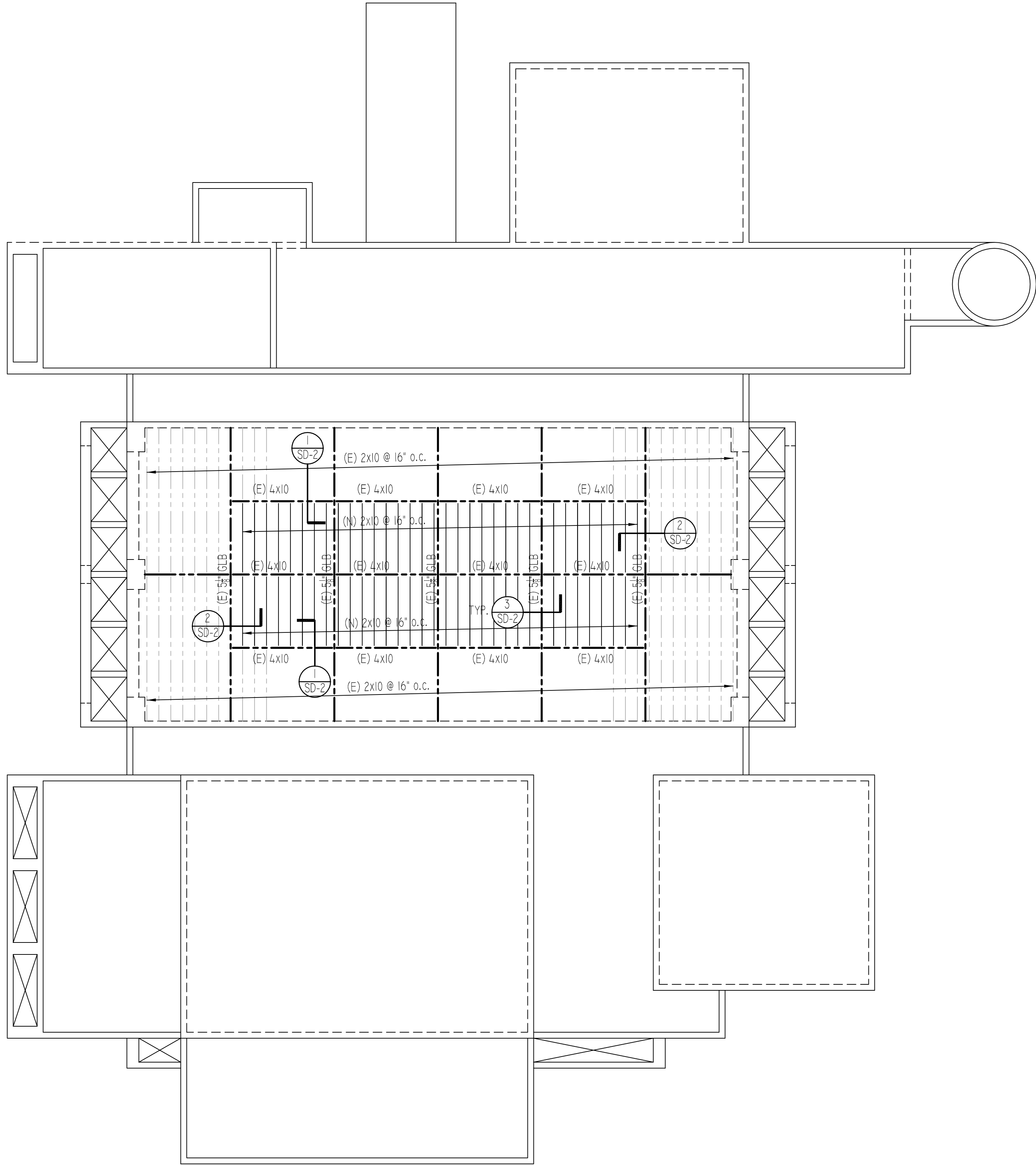
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DATE 04/03/2019

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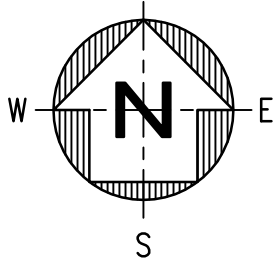
TS-1





ROOF FRAMING PLAN

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



NOTES

- ① (N) 2" PLYWOOD ROOF SH'T'G. w/
8d @ 6" o.c. BOUNDARY NAILING
8d @ 12" o.c. EDGE NAILING
8d @ 12" o.c. FIELD NAILING

AD ENGINEERING GROUP
135 E. FLORIDA AVE. STE A
HEMET, CA 92543
PHONE 951.766.5180
FAX 951.766.1155



REVISION

ROOF FRAMING PLAN

TITLE:

PROJECT SITE:
THE CITY OF BREA
FIRE STATION 3
400 N. KRAEMER BLVD.
BRE A, CA. 92621

OWNER/CLIENT:
THE CITY OF BRE A
FIRE STATION 3
1 CIVIC CENTER CIR.
BRE A, CA. 92621

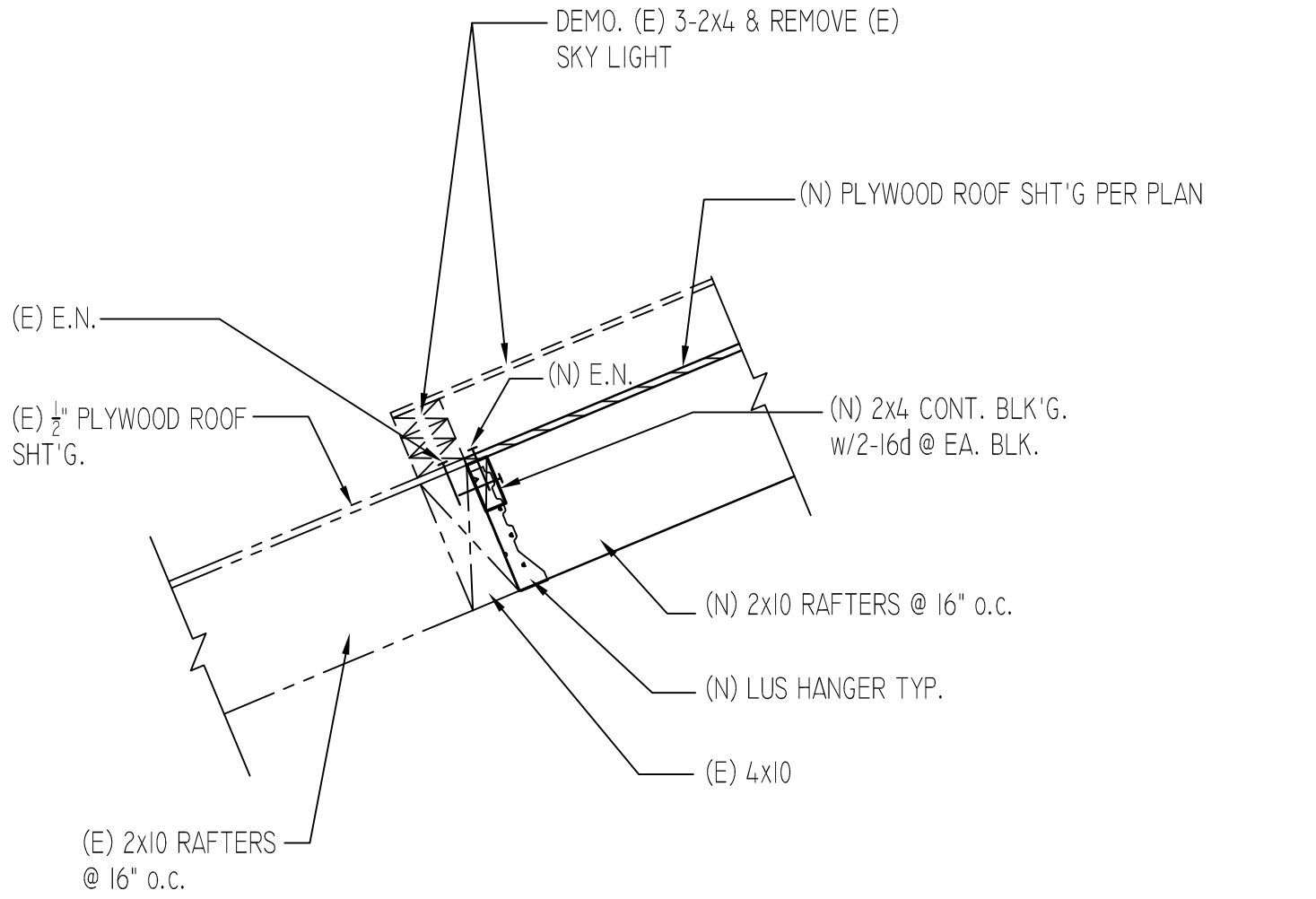
DRAWN R.D.

CHECKED A.D.

DATE 04/03/2019

SHEET

S-1



FASTENERS:

1. BOLTS: ASTM A307
2. NUTS AND WASHERS SHALL BE USED WITH ALL FASTENERS AND SHALL BE COMPITABLE WITH FASTENERS SIZES, MATERIAL TYPES AND HOLE SIZES, INACCORDANCE WITH AISC SPECIFICATIONS, UNLESS NOTED OTHREWISE.
3. THE MATERIAL/COATING TYPE SPECIFIED FOR FASTENERS (GALVANIZED) BASED ON ASSUMED EXPOSURE CONDITIONS AND THE RECOMMENDATION SET FORTH BY AISC, INACCORDANCE WITH SET COMMON INDUSTRY PRACTICE. NO GUARANTEE TO PREVENT CORROSION THROUGHOUT THE LIFE OF A STRUCTURE IS IMPLIED. FASTENERS SHALL BE MONITORED PERIODICALLY FOR SIGNS OF DETERIORATION.

GENERAL NOTES:

1. FRAMING CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE FRAMED SIMILAR TO DETAILS SHOWN FOR THE RESPECTIVE MATERIALS
2. ALL CONSTRUCTION SHALL CONFORM TO THE 2016 CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK. THE ARCHITECT OF RECORD SHALL BE NOTIFIED OF ANY DISCREPANCIES
4. NOTWITHSTANDING ANY REFERENCE IN THE CONSTRUCTION DOCUMENTS TO ANY RULE OR REGULATION, THE ENGINEER OF RECORD IS NOT ASSUMING ANY DUTY TO PROVIDE SUPERVISION OF CONSTRUCTION METHODS OR PROCESSES
5. CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDA OR A CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY THE DSA.

LUMBER NOTES

1. TOP PLATE OF ALL STUD WALLS SHALL BE 2 PIECES THE SAME SIZE AS STUDS. SPLICES TO LAP 4'-0" MINIMUM EACH SIDE OF JOINT, TYPICALLY UNLESS NOTED OTHERWISE PER PLAN
2. BOLT HOLES IN WOOD SHALL BE 1/2" TO 1/8" LARGER THAN THE NOMINAL BOLT DIAMETER. ALL BOLTS SHALL HAVE STANDARD CUT WASHERS UNDER HEAD AND NUT UNLESS NOTED OTHERWISE.
3. PROVIDE 2x SOLID BLOCKING BETWEEN JOISTS AND RAFTERS AT ALL SUPPORTS. BLOCKING SHALL BE ONE PIECE AND THE FULL DEPTH OF THE JOIST OR RAFTER UNLESS NOTED OTHERWISE.
4. EACH SHEET OF PLYWOOD SHALL BE IDENTIFIED BY A REGISTERED STAMP OR BRAND OF THE AMERICAN PLYWOOD ASSOCIATION.
5. PLYWOOD FOR ROOF SHEATHING SHALL BE APA RATED STRUCT I, UNLESS NOTED OTHERWISE. USE EXTERIOR TYPE, MINIMUM C-C GRADE WHERE PLYWOOD IS EXPOSED TO WEATHER. PLYWOOD FOR FLOOR SHEATHING SHALL BE APA RATED STRUC I, UNLESS NOTED OTHERWISE. ALL PLYWOOD SHALL BE GLUED WITH EXTERIOR TYPE GLUE. ALL PLYWOOD SHALL CONFORM TO THE LATEST U.S. PRODUCT STANDARD PS-1.
6. ALL WOOD BEARING ON CONCRETE OR MASONRY SHALL BE PRESSURE TREATED DOUGLAS FIR AND STAMPED BY THE PRESERVATIVE ACCREDITATION AGENCY. NAILS IN PRESSURE TREATED LUMBER SHALL BE CORROSION RESISTANT.
7. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, ETC. UNLESS SPECIFICALLY DETAILED.
8. CROSS BRIDGING SHALL BE PROVIDED AT 8'-0" o.c. MAXIMUM FOR ALL JOISTS AND RAFTERS MORE THAN 8" DEEP.
9. ALL PLYWOOD NAILS SHALL BE COMMON NAILS, NAILING SHALL BE PER CHAPTER 23 OF CBC 2013.
10. ALL STRUCTURAL LUMBER SHALL BE DOUGLAS FIR OF THE FOLLOWING GRADES, CONFORMING TO STANDARD GRADING RULES FOR WEST COAST LUMBER, NO. 17, UNLESS NOTED OTHERWISE. MAXIMUM MOISTURE CONTENT SHALL BE LESS THAN 19%.
11. USE OF MACHINE NAILING IS SUBJECT TO A SATISFACTORY JOBSITE DEMONSTRATION FOR EACH PROJECT AND THE APPROVAL BY THE PROJECT ARCHITECT OR ENGINEER. THE APPROVAL IS SUBJECT TO CONTINUED SATISFACTORY PERFORMANCE. MACHINE NAILING WILL NOT BE APPROVED IN 3/4" PLYWOOD. IF NAIL HEADS PENETRATE THE OUTER PLY MORE THAN WOULD BE NORMAL FOR A HAND HAMMER OR IF MINIMUM ALLOWABLE EDGE DISTANCES ARE NOT MAINTAINED THE PERFORMANCE WILL BE DEEMED UNSATISFACTORY.
12. JOIST HANGERS SHALL COMPLY WITH DSA IR 23-1, INCLUDING SECTION 6.
13. REJECTION OF WOOD MEMBERS, THE PROVISION IN CBC STANDARD 23-1, SECITON 23.104.1, WHICH PERMITS 5 PERCENT OF THE MATERIAL TO FALL BELOW GRADE SHALL NOT BE CONSTRUED TO PERMIT BELOW-GRADE MATERIAL TO BE USED AS LOAD CARRYING MEMBERS WHICH HAVE BEEN DESIGNED FOR SPECIFIED ALLOWABLE STRESSES AND ACCEPTABLE SAFETY FACTORS. ANY MATERIAL WHICH FALLS BELOW GRADE SHALL BE REJECTED FOR LOAD CARRYING USES. WOOD MEMBERS WHICH ARE REQUIRED TO CARRY DESIGN LOADS AND WHICH THE PROJECT ARCHITECT, ENGINEER OR INSPECTOR JUDGE TO BE MIS-GRADED SHALL BE RE-INSPECTED BY A QUALIFIED LUMBER GRADING INSPECTOR TO VERIFY THE PROPER GRADING OF THE MATERIAL. WOOD MEMBERS WHICH HAVE PERMISSIBLE GRADE CHARACTERISTICS OF DEFECTS IN SUCH COMBINATION AS TO AFFECT THE SERVICEABILITY OF THE MEMBER SHALL BE REJECTED BY THE PROJECT INSPECTOR WITH THE CONCURRENCE OF THE RESPONSIBLE ARCHITECT OR ENGINEER.
14. PRESSURE TREATED MEMBERS THAT ARE CUT OR NOTCHED SHALL BE RETREATED W/ (2) COATS OF COPPER NAPHALATE OR OTHER APPROVED PRESERVATIVE TREATMENT. CUTS AND NOTCHES IN SILL PLATES SHALL BE SPLICED W/ A SIMPSON 'RPS' STRAP AND SHALL HAVE ONE ADDITIONAL ANCHOR BOLT EACH SIDE OF CUT OR NOTCH.

NAILING SCHEDULE:

- | | | | | |
|-----|--|-----|-----------|-------|
| 1. | JOISTS OR RAFTERS TO SIDE OF STUDS (8" DEPTH OR LESS) | --- | 3-16d | |
| | FOR EACH ADDITIONAL 4" OF DEPTH USE ADDITIONAL | --- | 1-16d | |
| 2. | JOISTS & RAFTERS TO ALL BEARINGS, TOENAIL EA SIDE W/ | --- | 2-10d | |
| 3. | STUDS TO BEARING, TOENAIL EA SIDE W/ | --- | 2-10d | |
| 4. | BLK'G BETWEEN JOISTS & RAFTERS, TOENAIL EA SIDE & END W/ | --- | 10d | |
| 5. | BLK'G BETWEEN STUDS, NAIL EA END W/ | --- | 2-16 | |
| | OR TOENAIL W/ | --- | 2-10 | |
| 6. | SHEATHING OR LET-IN BRACING EACH END, EA BOARD | 1x6 | --- | 3-8d |
| | | 1x8 | --- | 4-8d |
| | INTERMEDIATE BEARING: | 1x6 | --- | 2-8d |
| | | 1x8 | --- | 3-8d |
| 7. | CROSS BRIDGING, TOENAIL EA END W/ | --- | 2-8d | |
| 8. | RIBBONS TO STUDS | 1x | --- | 2-8d |
| | | 2x | --- | 2-16d |
| 9. | DOUBLE TOP PLATES: | | | |
| | LOWER PLATE TO TOP OF STUDS | --- | 2-16d | |
| | UPPER PLATE TO LOWER PLATE, STAGG. @ 12"o.c. | --- | 16d | |
| | ENDS OF UPPER & LOWER PLATES | --- | 3-16d | |
| 10. | MULTIPLE STUDS, STAGG @ 12"o.c. | --- | 16d | |
| 11. | BUILT-UP BEAMS: | | | |
| | 10" OR LESS IN DEPTH EA SIDE, STAGG @ 16"o.c. | --- | 16d | |
| | 10" OR MORE IN DEPTH, STAGG @ 24"o.c. | --- | 1/2 BOLTS | |
| 12. | DOUBLE JOIST UNDER PARTITIONS: | | | |
| | WHERE BLOCKED APART, EA JOIST, EA BLOCK | --- | 2-16d | |
| | WHERE NOT BLOCKED, STAGG @ 12" o.c. | --- | 16d | |

NOTE:16d NAILS CAN BE "GREEN SINKERS"
ALL OTHER NAILS SHALL BE COMMON WIRE NAILS, GALVANIZED WHERE EXPOSED

FRAMING HARDWARE:

1. ALL FRAMING HARDWARE INDICATED (A35, HDU2, ETC.) ON THESE DRAWINGS ARE FROM THE SIMPSON STRONG TIE CATALOG. ALTERNATE MANUFACTURERS WITH ICC-ES APPROVALS, THAT MEET OR EXCEED SIMPSONS LOAD CAPACITIES ARE ACCEPTABLE.

SCALE

4

TYP. INFILL OF SKY LIGHT OPENING

SCALE
1"=1'-0"

1

SCALE

5

TYP. INFILL OF SKY LIGHT OPENING

SCALE
1"=1'-0"

2

SCALE

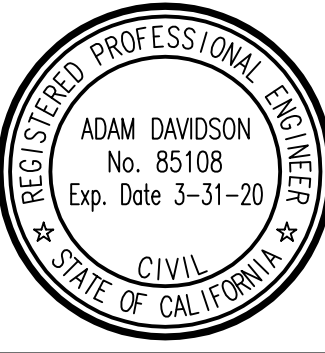
6

TYP. INFILL OF SKY LIGHT OPENING

SCALE
1"=1'-0"

3

AD ENGINEERING GROUP
135 E. FLORIDA AVE. STE A
HEMET, CA 92543
PHONE 951.766.5180
FAX 951.766.1155



REVISION

GENERAL NOTES
AND DETAILS

TITLE:

PROJECT SITE:
THE CITY OF BREA
FIRE STATION 3
400 N. KRAEMER BLVD.
BREa, CA. 92621

OWNER CLIENT:
THE CITY OF BREa
FIRE STATION 3
1 CIVIC CENTER CIR.
BREa, CA. 92621

DRAWN R.D.

CHECKED A.D.

DATE 04/03/2019

SHEET

SD-1

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/13/2019

SUBJECT: Authorization to Relocate Signage and Install New Signage at Parking Structure Number 3

RECOMMENDATION

Approve the relocation of signage and installation of new signage at Parking Structure Number 3 at an estimated total cost of \$22,140, to be funded by CIP Project No. 7903, with the City's cost to be \$10,000 and the remainder to be paid for by the Brea Downtown Owners Association (BDOA)

BACKGROUND/DISCUSSION

On February 20, 2018, the City Council accepted the completion of Brea Superblock I Parking Structure (P3), CIP Project No. 7903 ("Project") for \$9,236,742 with a remaining project balance of \$476,380. At that time, staff anticipated completing other projects that were directly impacted by the Project and carried over \$310,000 of the remaining project balance to the FY 2018-19 CIP budget. As a result, City Council authorized the paving of Orange Avenue between Imperial Highway and Birch Street, which was completed for approximately \$60,000.

Subsequently, there have been ongoing discussions with the Downtown BDOA regarding enhancement to the parking structure signage at P3. In particular, there have been concerns over the lack of identification signage on the Birch Street side. Staff identified the possibility of relocating the existing "blade" sign from the entrance to the structure on Orange Avenue to the Birch Street side. Staff also proposes to add two smaller signs that would include a lighted circular "P" and a sign indicating "Free" to match signage at the other parking structures.

Staff solicited quotes from two sign companies. The selected quote is from ADS and includes sign relocation and the 2 smaller signs for a total of \$18,139. Not included in the quote, but to be performed by others, is traffic control at approximately \$2,500 and electrical work for approximately \$1,500. The total cost of the project is not expected to exceed \$22,140.

In partnership with the Downtown BDOA, the BDOA has agreed that City would cover \$10,000 and the BDOA would cover the remainder of the project costs. Funds would be required from the BDOA before construction commences.

SUMMARY/FISCAL IMPACT

The FY 2018-19 Capital Improvement Project (CIP) Budget for CIP7903 - Super Block I Parking Structure has remaining funds available to cover the City's share of \$10,000. There is no impact to the City's General Fund.

RESPECTFULLY SUBMITTED

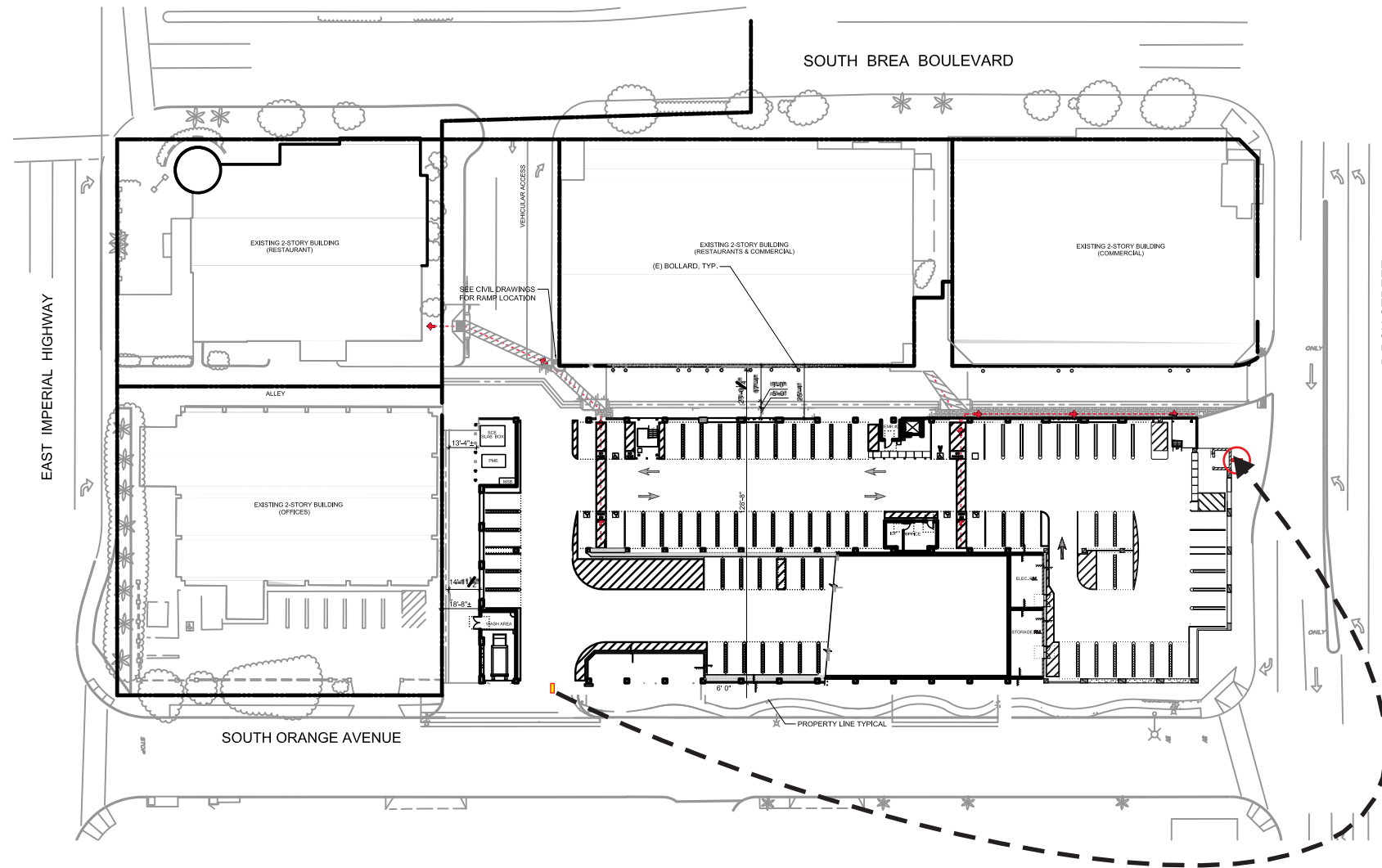
William Gallardo, City Manager

Prepared by: Tony Olmos, Public Works Director

Attachments

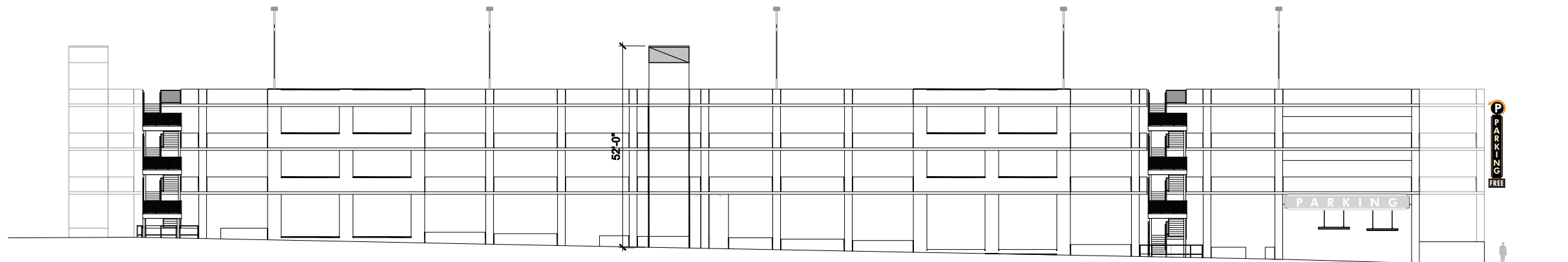
Sign Plan

Quote



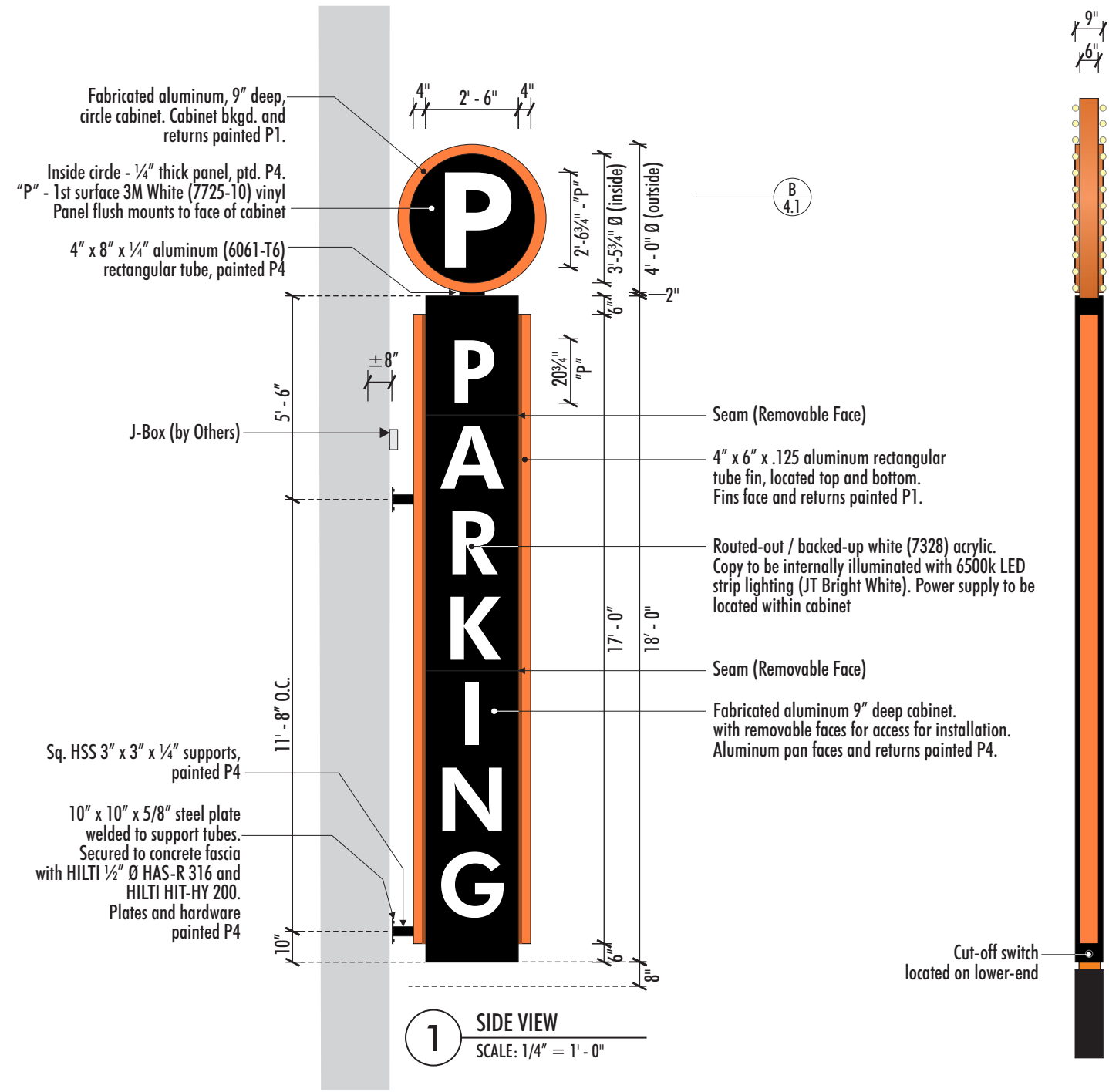
REMOVE SIGN FROM EXISTING LOCATION ON SOUTH ORANGE AVENUE
AND REINSTALL ON BIRCH STREET

1 SIGN LOCATION PLAN
SCALE: 1" = 50' - 0"



2 CONTEXT ELEVATION - GARAGE WEST ELEVATION
SCALE: 1/32" = 1' - 0"

EXISTING SIGN



NOTE: EXISTING SIGN TO BE RELOCATED WITH TWO NEW ADDITIONS
A) ANIMATED LIGHT BULB ARROW.
B) "FREE" SIGN CABINET



REQUIREMENTS FOR ELECTRICAL ILLUMINATION:

PRIMARY ELECTRICAL TO SIGN LOCATIONS TO BE PROVIDED BY OTHERS. A DEDICATED CIRCUIT WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR INSTALLATION.

ALL TRANSFORMERS SHALL BE, (GFI) GROUND FAULT-INTERRUPTED TRANSFORMERS.

ALL SIGNS HAVE - DEDICATED BRANCH CIRCUIT

- THREE WIRES - LINE, NEUTRAL, & GROUND
- WIRE SIZE - MINIMUM OF 12 GA. THIN COPPER WIRE

ALSO NOTE: GAUGE OF WIRE IS DETERMINED BY THE LENGTH OF RUN & AMPERAGE AS PER NEC ARTICLE 300.

- GROUND WIRE MUST BE CONTINUOUS AND GO FROM THE SIGN TO THE PANELBOARD GROUND BUS.
- VOLTAGE SHOULD READ NO MORE THAN 3 VOLTS BETWEEN GROUND AND NEUTRAL.
- CONDUIT CAN NOT BE USED AS GROUND PATH.
- POWER TO SIGN MUST BE DONE BY A LICENSED ELECTRICIAN OR ELECTRICAL CONTRACTOR.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

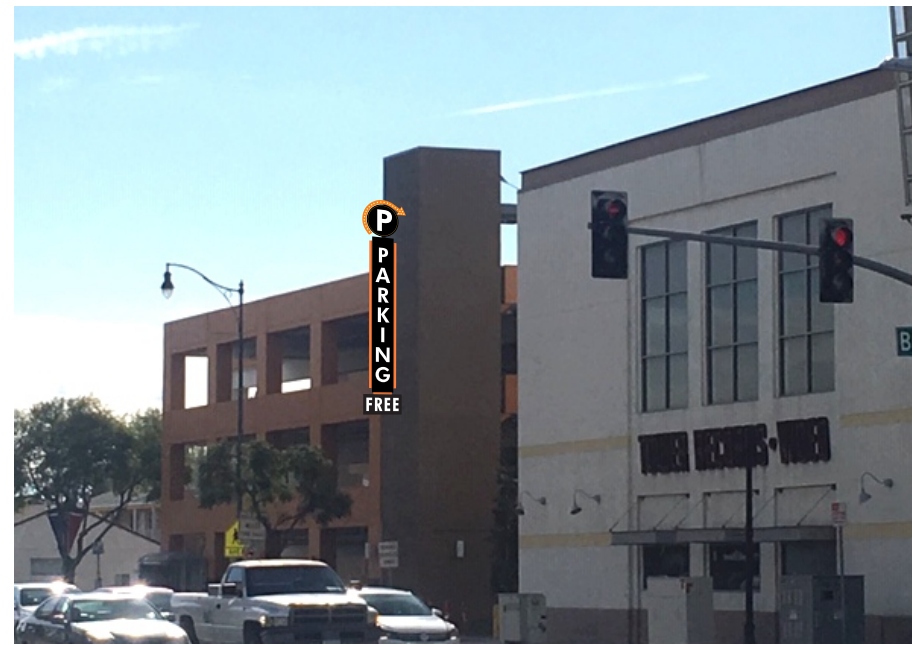
1 Dedicated 20 Amp Circuit at 277 Volts

Note #1: All above is not in sign company's scope of work and must be in place prior to installation.

Note #2: Electrical to be brought to base of sign (by others) and not in sign company's scope of work.

PAINT COLORS (Paint to match)

P-1	P-4
Matthews Paint: MP00190 Matchbox Car Orange (Satin Finish)	Matthews Paint: MP33653 Black Stallion (Satin Finish)





1160 Railroad St.
Corona, CA 92882
T: 800.862.3202
www.ad-s.com

Quote

Quote No: **46519-R2**

Date: **7/24/2019**

Expires: **9/22/2019**

Customer No.: **CITYBREA**

Page: **1 of 4**

Quote To:

City of Brea

1 Civic Center Circle
Brea CA 92821

Ship To:

Downtown Brea

33 W. Birch Street
Brea, CA 92821

Customer Phone

Customer Fax

Customer E-mail

Customer P.O.

Ship Via

Terms

Salesperson

Company Truck

50% Deposit / Balance Net 30

Milton Solomon

Description

Unit

Quantity

Unit Price

Net Price

Sign Type: Remove and Relocate Existing Blade Sign reading "Parking".
- Description: Remove existing blade sign on S. Orange Ave. and reinstall on the Northwest corner on Birch St. Includes survey and engineering .
Primary power to supplied to the new location by others, not in ADS scope.

1.00

6,652.00

6,652.00

Sign Type: To add to the bottom of the existing blade sign, one (1) double-faced internally Illuminated Cabinet detailed below.

- Description: Fabricate and install Double-Face illuminated aluminum cabinet with routed out copy and backed with white acrylic.
- Dimensions: 28"h x 48"w x 9" deep.
- Copy: "FREE".
- Finish: Painted single color - smooth finish.
- Illumination: LED.
- Mounting: Mechanically fastened to bottom of existing blade sign .
- Reference: AD/S Plans Dated 4/5/2019 .

1.00

4,789.00

4,789.00

Sign Type:
To add one (1) double faced 6" w x 6" deep externally illuminated arrow with animated lightbulbs.

- Finish: Painted smooth finish.
- Illumination: Exposed LED animated light bulbs.
- Mounting: Mechanical fasteners. .

1.00

6,698.00

6,698.00



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Quote

Quote No: **46519-R2**
Date: **7/24/2019**
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Customer No.: **CITYBREA**
Page: **2 of 4**

Description	Unit	Quantity	Unit Price	Net Price
Notes to the Proposal:				
DUE TO THE VOLATILITY OF THE STEEL AND ALUMINUM MARKETS, THE AMOUNT OF THIS QUOTE IS SUBJECT TO ADJUSTMENT BASED ON INCREASES IN MATERIAL AND/OR LABOR COSTS ARISING FROM MATERIAL SHORTAGES, SURCHARGES, AND/OR TARIFFS. CUSTOMER SHALL BE RESPONSIBLE FOR ALL SUCH INCREASES TO THE AMOUNT OF THIS QUOTE AS OF THE TIME OF THE ORDER(S). AD/S COMPANIES WILL PROVIDE DOCUMENTATION OF ANY SUCH INCREASES UPON REQUEST AT THE TIME OF THE ORDER(S).				
INCLUSIONS: <ul style="list-style-type: none">- Sales tax of 7.75%.- Engineering.- Prevailing wage installation rates during typical business hours.- Structural support arms- Shop drawings.				
EXCLUSIONS: <ul style="list-style-type: none">- Permit, permit procurement fees, and QAA inspections.- Lane and sidewalk closures / traffic control.- Wall / ceiling structural supports.- Electrical to sign location / time clocks.- Message schedule, map artwork, site plan with sign locations.- Removal of existing signage except as noted above.				
GENERAL NOTES: <ul style="list-style-type: none">- Sign counts are based on quantity counts provided. If quantities vary from what is listed in this quote, AD/S may revise the proposal.- All pricing is based on customer supplied production ready artwork unless noted otherwise. Additional costs will apply if customer supplied artwork is not production ready.- Standard manufacturing lead time is 8 – 10 weeks after all approvals.- Pricing is based on one (1) mobilization.- This proposal is based on level grade with no underground obstructions, and based on regular unobstructed access to each sign location for auguring / equipment and installation.- If performance bonds are required, fee is 1.5% of the value of the contract.- DIR Registration #1000004457, CA License #714309, NV License #0069733.				
Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate to be paid by the purchaser. In the event of a breach of contract by purchaser, Seller will be entitled to attorney's fees in a court proceeding. All agreements contingent upon strikes, accidents or delays beyond our control. Purchaser to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and public liability insurance on above work to be taken out by Seller.				
Acceptance of Proposal			Net Order:	18,139.00
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.			Sales Tax:	
Approved and Accepted by:			Quote Total:	18,139.00
Signature	Print Name	Title	Date	



1160 Railroad St.
Corona, CA 92882
T: 800.862.3202
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Quote

Quote No: **46519-R2**
Date: **7/24/2019**
Expires: **9/22/2019**
Customer No.: **CITYBREA**
Page: **3 of 4**

GENERAL TERMS AND CONDITIONS

1. PRICE / QUOTE EXPIRATION:

The enclosed quote is valid for 60 days from the date of quote. An acceptance of this quote after the 60 days may be subject to revision to accommodate for such things as material price changes or production scheduling issues of the seller. All changes will be reflected in writing in either a revised quote or change order to the original quote.

1.1 PAYMENT TERMS

Payment Terms of this Agreement must be followed. In the event of delays, regardless if delays were caused by Buyer or not, Buyer and Seller agree that at Seller's option, the payment terms may be modified to Progress Payments Balance Net 30, and that monthly progress billings for Sign(s) installed, and or completed and stored ready for install, less any previously paid applicable deposits, will be submitted to Buyer for payment. For the purpose of determining applicable deposits paid, deposits received from Buyer are applied as a percentage to the line item Unit Price(s). In the event that the payment terms, whether original or modified by Seller due to delays, are not followed according to this agreement, the full balance of the contract will be payable prior to installation of Sign(s).

2.1 PERMITS AND LICENSES:

Seller shall obtain, as Buyer's agent, all original permits and licenses from public authorities for the installation of the Sign(s). Buyer shall obtain the necessary permits from the owner of the premises and others, exclusive of public authorities, whose permission is a requisite for the installation of the Sign(s), and shall be responsible that such permission shall not be revoked. Revocation of any permit required for installation and maintenance of the Sign(s) shall not relieve Buyer from the payment of all sums due in accordance with the terms of this agreement. In cases where Cities have special requirements such as lighting in attics, cat-walks, additional access doors, etc., Seller will provide such extras where possible as a change order to the original quote, or based on Seller's current Time & Material rates.

2.2 PERMIT FEES:

Seller shall obtain permits and licenses as required by authorities for Sign(s). The preparation costs of any additional documents including but not limited to Traffic Control Plans and Storm Water Pollution Prevention Plans, and costs for permits and licenses, plus a permit service fee of \$150.00 per hour, will be paid by Buyer to Seller. If city inspectors require that Seller be present at time of inspection of Sign(s), an additional Time & Material fee at Seller's current rates will be charged for the inspection and travel time.

3. ELECTRICAL CONNECTION:

Buyer shall provide electrical of suitable capacity (110 volts), to Sign location(s). Should electrical not be available at time of installation, Seller's current Time & Material rates will be charged if we are required to return to connect such Sign(s). Where this contract is for refurbishment of existing Sign(s), the contract price does not include electrical repairs. Electrical repairs include replacement of ballasts, transformers, lamps, neon units, sockets, switches, housings and wiring, as well as the labor charge will be billed at Seller's current Time & Material rates.

4. TITLE:

Ownership of Sign(s) shall remain with Seller until all payments are made, at which time Buyer shall be vested with full title to Sign(s). Neither the loss of, injury to, or destruction of Sign(s), nor institution of suit or procurement of judgment thereon, while in the possession of Buyer or its agents, shall operate as payment or as a transfer of title to Buyer.

5. PRODUCT DELIVERED TO SITE:

All Sign(s) delivered to site and either installed or staged shall be the responsibility of the Buyer. Seller shall not be held responsible for damages due to vandalism, accidental damage other than that caused by an employee of seller, theft, or acts of god. If installation is to take place over multiple days, buyer is required to provide a secure environment in which to stage Sign(s).

6. DEFAULT:

In the event of any breach by Buyer of any of the covenants and agreement herein contained, or if during the term of this agreement or any extension thereof, Buyer makes an assignment for the benefit of creditors, or if a receiver is appointed to take possession of the business of Buyer, or if action is taken to accomplish this end, or if Buyer sells or files, or there is filed on his or her behalf, notice of intention to sell in bulk, or transfer said business or a material part thereof, voluntarily or involuntarily, Seller at its option and without notice to Buyer may declare the entire unpaid balance of the purchase price herein immediately due and payable and as permitted by law (a) sue for same, or (b) Seller may without notice, demand or legal process immediately take possession of Sign(s) and (1) retain it and all payments in satisfaction of the balance or (2) sell it at either public or private sale and pay any surplus to Buyer after deducting all expenses of repairing, reconditioning or preparing the goods for sale. Retaking and sale of all or any part of the Sign(s) shall not operate to release Buyer from the obligation to pay in full all amounts herein agreed to, and if the amount realized on sale is less than the obligation due, Seller may hold Buyer for any resulting deficiency, including the cost of retaking and selling the Sign(s). Should Seller take possession of Sign(s), all rights of Buyer under this agreement shall immediately terminate and all payments theretofore made shall belong absolutely to Seller as compensation for the depreciation in value and for the use of Sign(s), and Buyer shall pay to Seller all installments then delinquent plus the cost of retaking Sign(s). In case Seller shall employ an attorney to recover display to collect any sum due under this agreement, Buyer promises to pay reasonable attorney's fees to be fixed by the court. All overdue payment shall bear interest at the rate of 18% per annum. Buyer expressly waives any and all rights to notice or hearing prior to removal, whether such removal shall be effected by Seller, its agents or representatives, or pursuant to legal process.

7. REMOVAL OF DISPLAY:

Sign(s) shall at all times be deemed personal property, and shall not by reason of attachment or connection to any realty, become or be deemed a fixture or appurtenance to such realty, and shall at all times be severable therefrom, and shall be and retain at all times, the property of Seller, free of any claim or right of Buyer, except as set forth herein. Seller shall have the right to enter the premises to inspect, repair or remove Sign(s).

8. DELIVERY AND PERFORMANCE:

Seller shall commence the construction of Sign(s) and execute the work thereon with due diligence until completion. All obligations to be performed by Seller hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, including obtaining of permits, or other accidents, forces, conditions or circumstances beyond its control. Seller shall not be liable for any consequential damages as a result of late delivery/installation of Sign(s). In the event that Buyer decides to cancel or postpone installation of Sign(s), Buyer will immediately be responsible for the full contract price as well as storage costs.

Buyer Initial: _____



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Corona, CA 92882
T: 800.862.3202
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Quote

Quote No: **46519-R2**
Date: **7/24/2019**
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Customer No.: **CITYBREA**
Page: **4 of 4**

GENERAL TERMS AND CONDITIONS - Continued

9. WAIVER OF BREACH:

Time and the punctual performance of each and all of the terms, provisions and agreements hereof are of the essence of this agreement, except as herein otherwise expressly provided; no waiver by either party hereto of the nonperformance or breach of any term, provisions, condition or agreement hereof or of any default hereunder shall be construed to be, or operate as, a waiver of any subsequent nonperformance, breach or default.

10. TERMS OF AGREEMENT:

All of the terms, provisions and agreements hereof shall be binding upon the successors, assigns or legal representatives of the respective parties hereto; provided, however, that the interest of Buyer herein shall be transferable only with the written consent of Seller.

11. SERVICE WIRING COST OF ELECTRICITY, REINFORCEMENT OF BUILDING, PHYSICAL CONDITIONS:

Buyer shall bring feed wires of 110 volts (unless otherwise specified) an approved type to the location of Sign(s) prior to time of installation, and shall pay for all electric energy used by Sign(s), and shall be responsible for the supply thereof. Unless specifically stated in writing to the contrary, Buyer shall provide all necessary reinforcements to the building on which Sign(s) are installed. Buyer shall pay for costs of relocating power lines, or other obstacles, to comply with laws of Federal, State or Municipal agencies.

Sign(s) requiring subsurface preparation (pole signs and monument signs): The price fixed herein is based on the assumption that installation will be in normal soil. In the event adverse soil conditions or underground obstructions are encountered, to include caliche, the parties agree to adjust the extra installation cost based on Seller's additional costs. Buyer shall determine position of Sign(s). In the case where below surface drilling and preparation for installation is required, Seller is excused from any responsibility for damage, which may be incurred in this preparation, and these responsibilities are transferred to the Buyer.

It is the Buyers' responsibility to prepare all freestanding Sign locations at level grade, unless a provision has been made by Seller to the contrary. Bermed locations requiring additional Sign foundation and/or concrete pad, leg or base extensions or modification, dirt or landscape material imported to the Sign location(s) will be at additional cost to the Buyer.

Letters to be mounted on exterior side of wall: Electrical system to be contained in transformer box with flex crossovers on interior of wall unless raceway is specified. Access for installation in front of and behind wall must be available at time of installation. Though wall installation is assumed to be on normal stucco, wood or soft brick facing, if unique circumstances inside wall are discovered by installer, Buyer, if available, will be notified. In any event, Buyer shall be billed for special labor on a Time & Material basis at Sellers current rates. In cases where core drilling is required, this is considered unusual circumstances and will be billed at Sellers current Time & Material rates.

In the event certified welding with on site special city (or county) inspection is required, this cost is additional and will be due upon completion of progressive work.

Landscape irrigation should be prepared or adjusted so water does not sprinkle or flood Sign(s). Continuous or regular sprinkling of these Sign(s) nullifies and will render void the warranty.

Sign(s) will be connected to an approved electrical sign circuit of adequate capacity, if available at time of installation, and within 5 unobstructed feet of Sign(s) location. In any event, installation shall be considered complete at time Sign(s) is/are tested. Should Seller be required to return to connect electrical not available at time of installation, Sellers current Time & Material rates will be billed for the time to connect the Sign(s).

All dimensions are close approximates and may vary due to existing conditions at job site.

12. WARRANTY:

Seller warrants that Sign(s) will be free from defects in materials (except as to lamps) or workmanship for a period THREE (3) MONTHS after delivery or installation. The foregoing warranties are exclusive and in lieu of all other warranties of merchantability, fitness for purpose and of any other type, whether express or implied.

13. INSPECTION:

Buyer shall inspect the Sign(s) immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation, the Sign(s) shall be deemed in all respects approved and satisfactory to Buyer.

14. LIEN RIGHTS:

It is agreed that Seller shall have the right to file a 20 day Preliminary notice to the owner and Lender on the project. At Sellers request the necessary information will be provided so that the proper notifications can be mailed to the relevant parties.

15. AGREEMENTS:

There are no understandings, agreements, warranties, or representations, either oral or written, expressed or implied, statutory or otherwise, including warranties or merchantability, quality of fitness, relative to this order that are not fully expressed herein, and no change or modification of this order shall be made unless agreed to in writing and signed by both parties.

16. GOVERNING LAW:

This Contract shall be governed by the laws of the State of California. The parties specifically and irrevocably agree, to submit any controversy or claim arising out of or relating to this Contract, or the breach thereof, to resolution by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (A.A.A.). A judgment upon any award rendered by the arbitrators shall be entered by a court having subject matter jurisdiction therein and all parties expressly waive any challenge to the use of arbitration in accordance with this Paragraph. The parties hereto agree that jurisdiction and venue for the hearing of the arbitration and the entry of judgment upon said arbitration award shall be in Riverside County, California. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any costs of the arbitrators' representatives, the costs and charges of the American Arbitration Association, all reasonable attorney's fees and costs, to the prevailing party in the arbitration. If the parties waive their rights to Arbitration, which waiver must be in writing and signed by the parties, they agree that any court of competent jurisdiction shall award the costs of the suit, including reasonable attorney's fees and expenses, to the prevailing party.

17. SEVERABILITY:

If any provision of this agreement is held by a court of competent jurisdiction to be illegal or null or void for any reason, the remaining portions of this agreement shall not be affected thereby and shall remain in force to the fullest extent permissible by law.

Buyer Initial: _____

■ Signage + Fabrication

■ Displays + Fixtures

■ Lighting + Maintenance

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/13/2019

SUBJECT: Software/Hardware Maintenance Support and Online Subscription Service Agreements

RECOMMENDATION

1. Authorize the Purchasing Agent to approve renewal agreements with various support services providers for the life of the computer software or hardware and for online software subscription services; and
2. Authorize the Purchasing Agent to issue purchase orders for these renewal agreements that do not to exceed available budget appropriations.

BACKGROUND/DISCUSSION

To help ensure the functionality of Brea's network infrastructure, servers, and personal computers, the City uses computer hardware/software maintenance and support agreements and online vendor-hosted software subscription services for required updates, technical support, and software customizations.

Currently, there are three agreements that exceed the Purchasing Agent's \$25,000 approval authority. These agreements have fixed annual increases and are not subject to negotiation.

Vendor	Description
Motorola Solutions	CAD/RMS software for the police dispatch and record management system; Current support cost of \$82,754.68
County of Orange	800 Mhz public safety radio backbone system; Current support cost of \$94,244
Central Square	City's financial software system; Current support cost of \$53,127.14

Staff requests that Council authorize the Purchasing Agent to approve the one year renewal of the existing software/hardware maintenance support and online service agreements without having to return to the City Council for approval of each agreement that exceeds \$25,000. The Purchasing Agent will continue to submit periodic reports to the Finance Committee of any agreements approved under this authorization.

Any award recommendations of new software systems and the initial software support agreements that exceed the formal procurement threshold, will continue to be presented to the City Council for their review and consideration.

SUMMARY/FISCAL IMPACT

The City Council adopted Fiscal Year 2019-20 Budget has sufficient funding available for these purchases. There is no additional fiscal impact based on this action.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director and
Randy Hornsby, IT Manager

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/13/2019

SUBJECT: Purchasing Activity under Special City Council Authorization: October 1, 2018 to June 30, 2019

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The City Council has requested updates on purchasing activity under special City Council authorization for purchases of vehicles and equipment, software renewals, and the City Manager's authority under the Purchasing Ordinance. The following items are grouped as aforementioned showing the authorizing document and date, a brief narrative of the particular purchases, and the Purchasing Agent issued Purchase Orders in excess of \$25,000.

Vehicle and Equipment Purchases (authorized July 17, 2018).

For equipment included in the Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2018-19, the Purchasing Agent issued the following Purchase Orders:

- On October 25, 2018, PO #219086, in the amount of \$25,347.31, was issued to Budget Rent a Car of Norwalk for one used 2018 Nissan Frontier pickup truck for use by the Brea PD detectives. The negotiated price was \$6,447.82 lower than the budgeted amount.
The unit being replaced, #1325, has not been auctioned as of this report date.
- On October 25, 2018, PO #219085, in the amount of \$41,945.09, was issued to Downtown Ford Sales, based on the State Contract No. 1-18-23-20A, for the purchase of one new 2019 Ford F150 pickup truck for use by the Public Works Department Water Division. The total purchase price was \$6,945.09 higher than the budgeted amount. The higher costs was due to the need of a custom-designed toolbox to accommodate tools and materials and a safety bulkhead to protect the cab.
The unit being replaced, #27004, was auctioned on April 25, 2019 for \$11,355.00.

Year-End Totals.

- **Equipment Changes.** Two units were not purchased during FY 18/19 and are being moved to FY 19/20: Unit #20034 a Parking Control Pickup Truck in the budgeted amount of \$30,000 and Unit #27003 a ¾-ton Pickup Truck for Water in the budgeted amount of \$30,000. The purchase on the Parking Control Pickup Truck was delayed due to changes in the sweeping program. The Pickup Truck for the Water Division was

delayed due to safety concerns for the mounting of the valve-turning machine on the vehicle. To address these concerns, a utility bed would be need instead of a pickup bed, which would be significantly higher than the original budget amount. These units are planned to be purchased in FY 19/20. Please see the reflected changes on the attached Purchasing Activity Report for Equipment.

- **FY 18/19 Equipment Totals.** The original budgeted amount for vehicles and equipment (greater than \$25,000) was \$507,000.00, the spent amount was \$425,858.78, which left a remainder of \$81,141.22. Since two units were moved to FY 19/20, which totaled \$60,000.00, a net savings of \$21,141.22 was realized. Please see the Totals on the attached Purchasing Activity Report for Equipment.
- **FY 18/19 Surplus Sales.** Sales totaled \$93,586.63. The proceeds were deposited to the General Fund or to the appropriate enterprise fund.

Other noteworthy reporting items.

- Nothing to report for this period.

Software Renewals (authorized July 17, 2018).

For software renewals included in the Fiscal Year 2018-19 Budget, the Purchasing Agent issued Purchase Orders:

- On November 19, 2018, PO #219105, in the amount of \$48,241.24, was issued to Superion for the FinancePlus Support and Maintenance Services for the City's financial system.
- On February 25, 2019, PO #219150, in the amount of \$78,422.42, was issued to Motorola Solutions (previously known as Spillman Technologies) for the CAD/RMS software for the police dispatch and record management system.
- Four quarterly payments in the amount of \$23,561.00 each for a total of \$94,244.00 were made to County of Orange for the 800MHz public safety radio backbone system on July 24, 2018, October, 22, 2018, February 7, 2019, and May 28, 2019.

City Manager's Authorization (BMC ss3.24.210).

For urgent items or work included in the Fiscal Year 2018-19 Budget, the Purchasing Agent issued Purchase Orders:

- Nothing to report for this period.

SUMMARY/FISCAL IMPACT

The City Council adopted Fiscal Year 2018-19 Budget has sufficient funding available for these purchases.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Purchasing Activity Report-Equipment

Purchasing Activity Report for Equipment (FY 18-19).xlsx
As of 06-30-19

Item #	Description	unit#	QTY	Org Bud Amt	Spent Amt	Remainder
1	Parking Control Pickup	29034	1	30,000.00	-	30,000.00
2	BMW Motorcycle	1129	1	28,000.00	29,150.01	(1,150.01)
3	Crown Vic Sedan-PSO (993)	28008	1	32,000.00	29,546.30	2,453.70
4	Detective Vehicle	1224	1	30,000.00	23,552.18	6,447.82
5	Detective Vehicle	1325	1	30,000.00	25,347.31	4,652.69
6	Crown Vic Sedan-Patrol (961)	1022	1	35,000.00	31,480.41	3,519.59
7	Crown Vic Sedan-Patrol (962)	1208	1	35,000.00	31,480.41	3,519.59
8	Crown Vic Sedan-Patrol (963)	1222	1	35,000.00	31,480.41	3,519.59
9	SUV-Prevention	27009	1	35,000.00	29,546.30	5,453.70
10	1/2-ton Pickup Truck-Water	1007	1	26,000.00	25,043.43	956.57
11	1/2-ton Pickup Truck-Water	1115	1	26,000.00	25,043.43	956.57
12	3/4-ton Pickup Truck-Water	27003	1	30,000.00	-	30,000.00
13	3/4-ton Pickup Truck-Water	27004	1	35,000.00	41,945.09	(6,945.09)
14	Parking Lot Sweeper-Streets	22020	1	100,000.00	102,243.50	(2,243.50)
		Totals		\$ 507,000.00	\$ 425,858.78	\$ 81,141.22
	Items 1 and 12 were moved to FY 19/20				Unspent Amt	60,000.00
	Net savings (Remainder minus Unspent Amt)				Net Savings	21,141.22

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/13/2019

SUBJECT: Agreement with Avenu Insights & Analytics for Sales and Use Tax (SUTA) and Property Tax Audit, Analysis, Reports and Information Services

RECOMMENDATION

1. Approve an agreement with Avenu Insight & Analytics, for Sales and Use Tax (SUTA) and property tax audit, analysis, reports and information services; and
2. Authorize the City Manager to execute and administer said agreement.

BACKGROUND/DISCUSSION

Sales tax within the City of Brea is the largest revenue source for the City's General Fund which is currently projected at \$20.4 million for FY 2019-20 and represents approximately 37 percent of the City's General Fund budget. Sales tax is levied on retailers who sell or rent tangible personal property and is administered through the California Department of Tax and Fee Administration (CDTFA). The local share (known as Bradley-Burns) is one percent and is remitted to CDTFA by retailers and is later distributed to the jurisdiction where the sale is negotiated, or the order is taken.

Municipal agencies, including the City of Brea, contract with specialized firms that maintain large and complete sales tax databases and work directly with the CDTFA, to maximize the agency's share of the sales and use tax generated by its business community. Such firms continuously audit to identify, correct, and recover all sales and use allocation errors, and in return, retain a percentage of the discovered revenue as their commission ("contingency fee"). These firms also provide quarterly sales tax analysis reports which include trend analysis, and revenue forecasts specific to the agency.

The City currently contracts with Avenu Insight & Analytics (also known as MuniServices) for services related to SUTA, trend analysis, and sales tax revenue forecasting since 1995. In the past three fiscal years from 2014-15 through 2017-18, the firm has produced \$578,839 in additional annual sales tax revenue for the City.

The City also receives property taxes representing the second largest revenue source for the City's General Fund and is currently projected at \$11.5 million for FY 2019-20. The County Assessor is the elected official mandated by law to value all taxable property located in the county and produces an Annual Assessment Rolls of Value. The Annual "Roll" is the official listing of the taxable value, location and ownership of all locally assessed property. Property tax auditing services are designed to assist municipal agencies, like the City of Brea, to identify mis-allocated property tax revenue. Administrative errors and omissions combined with general compliance problems are inevitable given the non-standard, complex nature of state and local property taxes. In addition, firms like HdL Companies and Avenu Insight and Analytics offer software access to property tax as well as provide forecasting data and supplemental statistical data needed for the City's Comprehensive Annual Financial Report (CAFR). Currently, the City does not contract for property tax auditing services and is recommended to be audited following annexation of land within City boundaries (i.e. Blackstone development).

Conducting periodic RFPs is a good practice for entities to evaluate and align service providers that best fit the overall goals of their organization and community. On December 11, 2018, staff issued a Request for Proposal (RFP) for a Sales and Use Tax (SUTA) Audit, Analysis, Reports and Information Services as well as took this as an opportunity to explore other revenue enhancement and auditing services including the following:

- Property Tax Related Services including statistical reports for the City's Comprehensive Annual Financial Report (CAFR);
- Business License Discovery and Auditing Services;
- Business License Administration;
- Franchise Fee Analysis and Auditing; and
- Hotel/Lodging Tax Analysis.

The purpose of the RFP was to evaluate current market rates for the services requested, revenue enhancement opportunities available to the City and lastly to evaluate options that may enhance services to the City's customers.

For SUTA Audit, Analysis, Reports and Information Services, Property Tax Auditing Services, the City received proposals from two reputable firms including: Avenu Insight & Analytics and Hinderliter, de Llamas and Associates (HdL Companies). Both firms are considered industry leaders in California that provide these specialized services. The proposal for these services are summarized below:

	<u>HdL Companies</u>	<u>Avenu Insights & Analytics</u>
SALES TAX SERVICES		
	15% contingency	14% contingency (up to \$2 million)
SUTA Audit Services		10% contingency (between \$2 million to \$3 million)
		5% contingency (over \$3 million)
Sales Tax Management & Report	\$9,000/yr	\$3,200/yr
Software Access		
PROPERTY TAX SERVICES		
Property Tax Audit Services	25% net contingency	\$5,000 per annual audit
Property Tax Management & Report	\$14,225/yr	\$7,000/yr
Software Access		

Both HdL Companies and Avenu Insight & Analytics are considered industry leaders, and as a result, the City interviewed both firms on February 13, 2019. The interview provided an opportunity for staff to meet the project managers and received an overview of the firm's services and products. Staff concluded, while both firms provide all relatable services, Avenu Insights & Analytics proved to be a superior choice when it came to SUTA Audit, Analysis, Reports and Forecasting Services. This was based on a variety of factors that included working relationship with the project manager, firm's relationship with the CDTFA, cost benefit, ease of use for staff to utilize the firm's sales tax analysis software and lastly reporting products that can assist staff to study retail segments.

Staff have also determined that Avenu Insight & Analytics is a more cost effective option to provide property tax related services. This would be considered a new contracted service that would allow staff to better assess property tax revenues including access to proprietary software, semi-annual assessment appeals reports and property tax forecasting services. Avenu Insight and Analytics would also act as an agent of the City to correct any misallocation with the County that would serve as a new revenue opportunity for the City.

The proposed agreement with Avenu Insight & Analytics is provided as Attachment A and stipulates a three (3) year contract with two (2) one-year automatic contract renewals. Any contract adjustments,

such as Consumer Price Index (CPI), shall not be revised during the term of the agreement without prior approval from the City Council.

SUMMARY/FISCAL IMPACT

The agreement is effective September 1, 2019 and the fixed annual cost is \$15,200. The contingency fee is above this annual fixed amount and is based upon the revenues received for the City of Brea from the findings of the work performed by the firm. As an example, Avenu Insights & Analytics discovered \$94,043 in additional annual revenue for the City for FY 2017-18. The contingency fee would be a one-time cost of \$13,166 (or 14%).

The annual fixed cost of \$15,200 is currently budgeted in the FY 2019-20 General Fund Operating Budget. The contingency fee is recommended to be appropriated on a quarterly basis through budget adjustments (if applicable) during the fiscal year based upon revenues received and contingency fees incurred.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A - Agreement with Avenu Insights & Analytics

**PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT ("Agreement") is effective on the date on which this Agreement is executed by the City of Brea, ("Effective Date"), and is between Avenu Insights & Analytics, LLC (AKA MuniServices, LLC), a Delaware limited liability company ("CONSULTANT") and the CITY OF BREA, a California municipal corporation ("CITY"). CONSULTANT and CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party". The Parties agree as follows:

I. Agreement

- A. This Agreement, together with the following exhibits are incorporated herein by reference, and supersedes all prior agreements and understandings:
 - Exhibit A – Scope of Services/Specifications
 - Exhibit B – Compensation
 - Exhibit C – General Provisions
 - Exhibit D – Indemnity and Insurance Requirements
- B. This Agreement may be modified by written amendment executed by all parties.

II. Scope of Services Summary

CONSULTANT shall, during the Term of the Agreement, provide ***sales, transaction and use tax audit (SUTA) and information services and property tax auditing and information services*** as further set forth in Exhibit A, all to CITY's reasonable satisfaction (collectively, the "Services").

III. Term of the Agreement

- A. CONSULTANT shall commence performance of Services on the Effective Date of ***September 1, 2019***.
- B. AGREEMENT shall remain in full force and effect ***for a period of three years (3) following the Effective Date***, unless sooner terminated as set forth in the Termination subsection of Exhibit C ("Term").
- C. AGREEMENT may ***be extended for two (2) successive one (1) year terms (each a "Renewal Term"), commencing upon the expiration of the preceding Term.***

IV. Compensation Summary

- A. CITY shall pay CONSULTANT for satisfactorily and completely rendered Services according to the fees set forth in Exhibit B. CITY shall pay CONSULTANT within thirty (30) days of receipt of CONSULTANT's invoice.
- B. CONSULTANT shall not render any services in excess of the Services described in Exhibit A ("Additional Services") without CITY's prior written approval. Any work performed without CITY's prior written approval shall be deemed to have been performed as part of the Services and included within the not-to-exceed Contract Amount.

V. Insurance Requirements Summary

- A. All insurance shall comply with the specific requirements set forth in Exhibit D.

B. Exhibit D shall govern in the event of any conflict with the following coverages.

1. **Commercial General Liability (CGL)**
Limits shall be no less than \$2,000,000 per occurrence.
2. **Automobile Liability Insurance (ALI) (any auto)**
Limits shall be no less than \$2,000,000 per occurrence.
3. **Workers' Compensation**
State of California statutory limits
Employer's Liability Insurance
Limits shall be no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability Insurance (PL)**
Limits shall be no less than \$2,000,000 per claim.

VI. Notices and Designated Representatives

All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail, whether or not a signed receipt is received, provided a proof of delivery is obtained. All communications shall be sent to:

CITY – Project Manager:
Cindy Russell
Administrative Services Director
1 Civic Center Circle
Brea, CA 92821
(714) 990-2258 phone
CindyR@CityofBrea.net

CITY – City Clerk (if over \$25,000):
Lillian Harris-Neal, MMC
City Clerk
1 Civic Center Circle
Brea, CA 92821
(714) 990-7757 phone
LillianHN@CityofBrea.net

CONSULTANT:

Avenu Insights & Analytics/ MuniServices
Attn: Contracts
1264 Hawkes Flight Court, Suite 270
El Dorado Hills, CA 95762
contracts@avenuinsights.com

CONSULTANT – Project Manager:

Tracy Vesely
Director of Client Services
7625 N. Palm Avenue, Ste. 108
Fresno, CA 93711
(925) 330-2958
tracy.vesely@avenuinsights.com

(SIGNATURES ON FOLLOWING PAGE)

City of Brea
Avenu Insights & Analytics, LLC

Contract # _____

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first set forth above. The undersigned Parties represent and warrant that they are authorized to bind their principles to the terms of this agreement.

CONSULTANT

Business Name: Avenu Insights & Analytics/ MuniServices, LLC

Federal ID# 81-4932885

Business Type ☒ Limited Liability Company

Printed Name: Paul Colangelo

Title: Chief Executive Officer

Signature: 

Date: 7-23-19

CITY OF BREA

City of Brea

a California municipal corporation

Printed Name: Bill Gallardo

Title: City Manager

Signature: _____

Date: _____

ATTEST (if over \$25,000.00)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES
SALES, TRANSACTIONS AND USE TAX AUDIT SERVICES (SUTA) SERVICES

In performing the sales, transactions and use tax audit program CONSULTANT shall:

1. Identify and correct the sales/transactions/use tax reporting errors of businesses that, based on the nexus of their activities, are not properly registered with the CITY.
2. Identify and correct the reporting of businesses that are improperly reporting tax to state and county pools (i.e. classifying sales tax as use tax) and thereby depriving the CITY of sales tax revenue.
3. Detect, document and correct sales/transactions/use tax reporting errors/omissions and thereby generate new, previously unrealized revenue for the CITY.
4. Ensure through comprehensive audit measures that the revenue information used for ongoing economic analysis includes all sales/transactions/use tax generators.
5. Assist the CITY with strategies to preserve and even enhance sales and use tax revenue generated by existing businesses within the CITY.

CONSULTANT's proposed sales/transactions/use tax allocation audit services for the CITY includes five distinct types of audits:

- Taxable Nexus Field audits
- Permitization audits
- Deficiency assessment audits
- Accounts payable audits
- Quarterly Distribution Report audits

Taxable Nexus Field Audits

CONSULTANT's initial and periodic taxable nexus field audits include a physical canvassing and evaluation of sales/transactions/use tax generating businesses located in the CITY. In the absence of this undertaking, significant misallocations will remain undetected. CONSULTANT's field audits focus on those businesses located in the CITY from which the CITY has not been receiving sales/transactions/use tax revenue.

Tax Area Code (TAC)/Permitization Audits

This audit review focuses on the identification and correction of improperly registered permits for companies having point-of-sale or use operations within Santa Barbara County in addition to businesses that have been assigned an incorrect tax area code due to jurisdictional/boundary confusion. Wholesalers, contractors, processors, manufacturers and other non-retail businesses will frequently not have a sales tax permit properly registered to the CITY in which they are located because their business operations do not include a point-of-sale qualifying activity. However, these companies will often generate local sales/transactions/use tax from the California Department of Tax and Fee Administration (formerly State Board of Equalization) (CDTFA) audit deficiency assessments, occasional sales (i.e., mergers and acquisitions), and self-accrual of use tax on purchases. CONSULTANT's field audits facilitate the identification and correction of improperly registered permits for companies having point-of-sale operations in the CITY.

Deficiency Assessment Audits

When the California CDTFA audits taxpayers for sales/transactions/use tax compliance, it is not uncommon for the taxpayer to receive a substantial deficiency assessment due to underpayments and/or under-collections. In many cases, the local allocation portion of the deficiency assessment is distributed in error to the State pool, county pools, or other jurisdictions. Accordingly, CONSULTANT has developed proprietary criteria and techniques to detect and correct CDTFA deficiency assessment misallocations and thus expand the benefits produced by CONSULTANT's allocation audit service.

Accounts Payable Audits

When California taxpayers purchase tangible personal property for which title passes out-of-state, the transactions are subject to use tax (rather than sales tax) which is collected by the vendor who in turn remits it to the CDTFA, with the local allocation typically distributed statewide or countywide through the pools.

Under certain conditions, the seller may allocate the local tax by situs or the CITY may elect to self-accrue the use tax and remit it directly to the CDTFA, in which case the local portion will come back to the CITY in the same manner as sales tax.

CONSULTANT's accounts payable audit will include a review of the CITY's purchases to identify opportunities for the CITY to capture the 1% local allocation on purchases subject to use tax and the local district tax where applicable. In this regard, CONSULTANT will prepare the documentation to facilitate the election, including assistance in preparing and filing the tax returns.

Quarterly Distribution Report Audits

Every three months, the CITY and CONSULTANT receive a Quarterly Distribution Report (QDR) from the CDTFA with the local allocation amount reflected by permit number.

CONSULTANT's QDR audits detect and correct taxpayer-reporting errors and thereby generate new, previously unrealized sales/transactions/use tax revenue for the CITY. CONSULTANT's QDR audits focus on those accounts where CONSULTANT observes a substantial decline in the sales/ transactions/use tax revenue allocation for a particular business entity in a given quarter. In most cases, accounts showing zero balances have either relocated or simply reported late, in which case the payments will not be reflected until the next quarter's QDR. Therefore, six months must lapse before the QDRs indicate whether a zero-balance account can be attributed to a late payment or a misallocation.

Cities and counties may only recover misallocated Bradley-Burns sales tax revenue for three quarters prior to the CDTFA being notified of the reporting error and misallocated District tax revenues for between three quarters and three years. Therefore, QDR audits must be conducted in a timely manner in order to preserve the opportunity for the CITY to recover misallocated revenue. CONSULTANT shall conduct the QDR audit each and every quarter to minimize the potential of lost revenue to the CITY.

Confidentiality Provisions

CONSULTANT qualifies under Section 7056 (b), (1) of the Revenue and Taxation Code to review (Bradley-Burns) confidential taxpayer information and documentation before the CDTFA. CONSULTANT is hereby authorized by this Agreement to examine transaction tax, sales tax, and use tax records of the CDTFA pertaining to the ascertainment of those sales or transactions and use taxes to be collected for the CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law and California Revenue & Taxation Code applicable to transactions and use taxes. If the CITY adopts a new transaction tax or taxes after the effective date of this Agreement the parties intend for the work under this agreement to include that tax or taxes.

- CONSULTANT is required to disclose information contained in, or derived from, those sales, transaction, and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
- CONSULTANT is prohibited from performing consulting services for a retailer during the term of this Agreement.
- CONSULTANT is prohibited from retaining the information contained in, or derived from, those sales, transaction, and use tax records, after this Agreement has expired.
- Information obtained by examination of California Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code.

This Agreement, and CONSULTANTS and CITY's obligations with respect to confidentiality of taxpayer data pursuant to the Bradley Burns Revenue and Taxation Code, shall continue until final payment for all services rendered hereunder.

Deliverables

SUTA Detection and Documentation

CONSULTANT shall represent the CITY for purposes of examining CDTFA records pertaining to sales and use tax to identify errors and omissions. CONSULTANT's procedures for detecting and documenting misallocations are as follows:

1. Review applicable provisions of the CITY's municipal code and ordinance adopted by the CITY to determine applicability.
2. Procure a computer tape of sales/transactions/use tax permit records from the CDTFA.
3. Analyze sales tax distribution reports provided by the CDTFA for five or more of the most recent consecutive quarters.
4. Clean-up, standardize and computerize data from CITY's quarterly sales tax distribution reports provided by CDTFA for previous quarters, current quarter and each future quarter service is provided.
5. Prepare an aggregated list of business entities on electronic media; this list is derived from multiple private and public sources (hard copy and electronic), including specialized business listings and directories, the CITY's sales and use tax payment files, and an electronic copy of the CITY's Business License Tax registry, updated no less than twice per year.

6. Clean, standardize and integrate, in address-order, each entity's business name, address and payment file information, to eliminate redundancies, using CONSULTANT's proprietary software.
7. Physically canvas commercial/industrial area within the CITY's borders.
8. Develop a target list of potential point of sale/use reporting errors/omissions based on:
 - a. An electronic comparison of CONSULTANT's comprehensive inventory against the CDTFA's quarterly distributions for the CITY, and
 - b. An analysis of each potentially misallocated account based on proprietary guidelines established by CONSULTANT.
9. Meet with designated CITY official(s) to review service objectives and scope, CONSULTANT workplan schedule, public relations and logistical matters.
10. Contact personnel in sales, operations and/or tax accounting at each target business to determine whether a point-of-sale/use reporting error exists. (Note: this is accomplished with the highest regard to discretion and professional conduct. CONSULTANT's allocation audits are predicated on a non-controversial, constructive public relations approach which emphasizes the importance of each business to the CITY and the mutual benefits of correcting reporting errors.)
11. Provide to the CITY and CDTFA reports addressing each taxpayer reporting error individually, including the business name, address, telephone number, California sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure and, if available, estimated sales/transactions/use tax revenue which should be forthcoming to the CITY.
12. CONSULTANT may also provide suggested language for letters to be sent to the taxpayers and/or CDTFA from the CITY (or from CONSULTANT on behalf of the CITY) urging cooperation in promptly correcting the distribution error.
13. Respond to negative findings by CDTFA with timely reconfirmation documentation in order to preserve the CITY's original dates of knowledge.
14. Receive and process registration control record information monthly.
15. Receive and process sales tax distribution reports quarterly.
16. Coordinate with the taxpayer and CDTFA to make the necessary corrections and collect eligible back quarter's amounts.
17. Monitor and analyze the quarterly distribution reports with an audit focus on the following:
 - a. Accounts with previously reported point-of-sale/use distribution errors to ensure that the corrections are made for current quarters and all eligible back quarters.
 - b. Major accounts comprising 90% or more of the CITY's total sales tax revenue to identify any irregularities or unusual deviations from the normal pattern (e.g. negative fund transfers, significant decreases, unusual increases, etc.) and ensure that the CITY is not receiving less revenue than it is entitled to.
 - c. Those accounts receiving deficiency assessments to ensure that the CITY receives its local allocation
18. Identify opportunities for the CITY to recover local allocation on purchase transactions subject to use tax. Prepare the necessary documentation to facilitate recovery, including assistance in preparing and filing the returns.

SUTA Detection Timing Considerations

For each misallocated account detected, CONSULTANT will coordinate with the business and CDTFA to make the necessary corrections plus retroactive adjustments for eligible amounts of sales/transactions/use tax improperly distributed in prior quarters. CONSULTANT coordinates and communicates between typically four parties; sales/operations personnel at the taxpayer's local operation, tax personnel at the company's corporate headquarters, and CDTFA personnel and the in-state/out-of-state district offices. Correction of the account is considered to have been

made once the payments on identified taxpayer accounts are being properly allocated by the taxpayer to the CITY in the period in which the payment was made.

As needed, CONSULTANT will represent the CITY before state officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors that have deprived the CITY of revenue to which it is entitled.

SALES/USE TAX ANALYTICS & REPORTING - 'CLEARVIEW'

In conjunction with the CONSULTANT's comprehensive SUTA service, the CONSULTANT will provide a state-of-the-art Sales, Transactions and Use Tax Reporting online software titled 'CLEARVIEW' (formerly known as STARS), as well as Quarterly Sales Tax Review Meetings and Consulting. CLEARVIEW software includes the following key features:

Consolidated Economic Reports

1. Key trends at the category, segment, and retailer levels.
2. High-level view of key retailer performance.
3. Cash forecast by fiscal year.
4. Search function for retailers and recent payment history (within jurisdiction).
5. Review and export the rankings of the sales tax producers in your jurisdiction for recent periods.
6. Locate potential one-time payments.
7. Export the Excel data behind the reports for further analysis or inclusion in internal reports.

Geo Area Reports (Cash and Economic)

1. Review trends/growth/declines within specified geo-areas.
2. Export a 10-year history of each geo-area directly to excel.

Cash Trends and Distribution Summaries

1. Review the fiscal year-to-date totals for cash.
2. See which parts of your economy changed and the key retailers driving those cash changes.
3. Compare cash performance to other jurisdictions as a quick way of benchmarking performance.
4. Review cash distributions from the State (including pool amounts, where applicable).

GIS Maps

1. Visualize your geo-areas and summarize by category and segment.
2. Dynamically view the revenue changes in your geo-areas over time.
3. Compare the performance of one geo-area to another.

CITY Assistance

1. **Confidentiality.** The information provided to the CITY in the CLEARVIEW Reports is confidential. It is not open to public inspection. A CITY may use the information only for lawfully permitted purposes. CITY shall not distribute the CLEARVIEW Reports to any person unless that person is legally entitled to access the information in the CLEARVIEW Reports, or except as may otherwise be required by law or court order.

CONSULTANT is authorized by this Agreement to examine transaction tax, sales tax, and use tax records of the California Department of Tax and Fee Administration (formerly State Board of Equalization) (CDTFA) including, but not limited to any transaction and use tax that becomes effective after the date of this Agreement to be collected for CITY. CONSULTANT is required to disclose information contained in, or derived from, those transaction, sales, and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information. CONSULTANT is prohibited from performing consulting services for a retailer during the term of this Agreement. CONSULTANT is prohibited from retaining the information contained in, or derived from, those transaction, sales, and use tax records, after this Agreement has expired.

2. **Data.** In order for CONSULTANT to provide the *CLEARVIEW* Reports, the CITY will need to deliver to CONSULTANT the signed documents/authorizations required to access the proper data from the applicable governmental authorities as may be required by law.
3. **Additional Terms.**
 - a. **License.** CONSULTANT grants to CITY a license for each of CITY's designated users to access the *CLEARVIEW* reports service for so long as this Agreement is in effect. Each of CITY's designated users must be submitted in writing to CONSULTANT. CONSULTANT will provide the user with the necessary log-in information. Any passwords issued for this service may only be used by the person to whom the password is issued; sharing of passwords is **STRICTLY PROHIBITED**. CITY has the obligation to protect those passwords.
 - b. **Limitations of Liability.** CONSULTANT is not responsible for any breach of data resulting from CITY's failure to protect passwords or systems used to access the Service. CONSULTANT does not warrant that the service is error free. CONSULTANT **DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.** Some jurisdictions do not allow the exclusion of implied warranties or limitations of how long an implied warranty may last, or the exclusion of limitation of incidental damages, so the above limitations or exclusions may not apply to CITY. In no event shall CONSULTANT or its licensors, suppliers, or licensees be liable to CITY for any consequential, special, incidental, or indirect damages of any kind arising out of the performance or use of the service, even if CONSULTANT has been advised of the possibility of such damages.
 - c. **Non-disclosure.** CITY's use of the *CLEARVIEW* services is conditioned on CITY's agreement not to make the service or any of output of the system available to CONSULTANT's anyone other than authorized CITY staff. Nothing in this provision prohibits the CITY from exporting data and formatting it for its own use or from making documents marked as 'public' known to the public.

PROPERTY TAX AUDITING & INFORMATION SERVICES

Property Tax Audit Services

CONSULTANT's Property Tax audit service is designed to identify misallocated property tax revenue. Administrative errors and omissions combined with general compliance problems are inevitable given the non-standard, complex nature of state and local property taxes. Error rates rise with respect to property tax applicability, rates, exceptions, exemptions, quirks and other inconsistencies. Avenu/MuniServices' wealth of expertise in the recovery of property taxes allow for a quick correction of misallocations and revenue recovery process.

Avenu/MuniServices understands that the City requires assistance in monitoring and evaluating its property tax revenue and seeks an experienced consulting firm to perform property tax consulting, audit and analysis services.

In conducting the audit, Avenu/MuniServices will:

- **Inventory parcels in the City to facilitate comparison analysis.** Establish a comprehensive inventory of every parcel located within the City including the database elements needed to facilitate a comparison analysis with City secured and unsecured taxable values.
- **Examine records on behalf of the City.** Represent the City for purposes of examining records pertaining to property tax to identify and confirm any errors/omissions that are resulting in deficient payment of tax revenues to the City.
- **Document process.** For each error/omission identified and confirmed, prepare documentation to substantiate and facilitate recovery of revenue due from prior periods plus applicable interest and penalties (collectively "Misallocations").

We will provide further steps on behalf of the City to recover property tax allocation errors and omissions as follows:

- **Review findings and recommendations with City.** Meet with designated City official(s) as necessary to review our findings and recommendations. Avenu/MuniServices will also provide additional assistance as necessary to support the City in recovering and preventing tax allocation errors/omissions.
- **Develop requests for corrective action and establish Date of Knowledge.** Prepare and forward to the appropriate parties' requests for corrective action and revenue recovery for misallocations. The date appropriate parties receive and acknowledge these requests are the Date of Knowledge (DOK).
- **County Assessor reviews misallocations identified by Avenu/MuniServices for reallocation.** From the DOK, the County Assessor's office will review the identified misallocations, and for those misallocations for which a correction is required, an Assessor's Roll Correction (ARC) will be processed by the County correcting those Misallocations, typically triggering a reallocation. The Roll Year in which the assessments first appear corrected is the Date of Correction. Corrected assessments result in proper allocations in subsequent Roll Years ("Corrected Allocations").
- **County Auditor/Controller reallocation.** Once the Assessor's office confirms errors and makes corrections, the information is forwarded to the Auditor/Controller for redistribution of revenues. The reallocation process is monitored through to receipt of revenue by the City.

Property Tax Information Service (PropertyLINK™)

The CONSULTANT will provide PropertyLINK™ data management software that provides secured and unsecured property tax data. Additionally, the system provides essential reports for the City and RDA successor agency. The customizable ad-hoc query tool, pre-defined reports and export capabilities turns the property tax data into a policymaking and economic development management tool. Reports to be produced by CONSULTANT and/or available within the PropertyLINK™ databases include:

1. Top (1 - 100) Property Owners
2. Top (1 - 100) Property Tax Payers
3. Top (1 - 100) Property Tax Detail
4. Property Transfers since prior period
5. Pre-Prop 13 Property Listing
6. Top (1 - 100) Taxable Value Changes
7. New Construction Activity (requires City building permit data)
8. Multiple Owned Parcel
9. Absentee Owner Parcel Listing
10. Taxable Value Summary Tax Rate Area, Land Use and Tax Type
11. Estimated City Share Revenue TRA
12. Tax Revenue Summary TRA
13. Taxable Value by Land Use
14. Taxable Value Change Summary by TRA
15. Tax Increment Revenue Summary

In addition to pre-defined reports, the CONSULTANT can provide the City with a variety of additional reports that can be customized for the City. The Ad-Hoc query capability enhanced by Avenu/MuniServices' report building tools to allow for:

1. Complete control of ad hoc report generation facilitated by the Integrated Custom Report Designer
2. Automatic report generation
3. Easy to use selection criteria for field selection
4. Full control of tabular field selection, sorting and display
5. Ability to export selected data to Excel, Delimited (Tab/Comma), or XML file formats

Information and Data

CONSULTANT will secure all primary sources of information and load them into PropertyLINK™. CONSULTANT will also purchase data as needed from other external sources. City will provide any authorizations needed to obtain the secured and unsecured property rolls.

Forecast

The property tax revenue forecast includes a preliminary estimate and a mid-year update. Mid-year forecast updates utilizing recent sales activities, current annual inflationary factors, and pending appeals potential impacts result in highly accurate annual growth estimates.

Assessment Appeals

The Assessment Appeal Reports analyze historical success rates; pending appeals and the potential impact they may have on the City and each RDA project area and are prepared quarterly. Assessment Appeals Reports will contain the following information:

1. Top 20 Property Tax Generators – Listing of top property tax generators combined by owner
2. Current Pending Appeals for Top 20 Property Tax Assessors – Lists appeals filed and pending by top property tax generators
3. Assessment Appeal History and Success Rate – Lists historical disposition of appeals with success rates and financial impact
4. Pending Appeals Total Impact Projections – Calculates potential impact of pending appeals based on historical rates
5. Pending Appeals Annual Impact Projections

Statistical Reporting Package for the City's Comprehensive Annual Financial Report (CAFR)

The CAFR basic package reports assist the city in preparing the statistical section of the city's CAFR reporting requirements and will be provided on an annual basis in the city's format and in compliance with GASB No. 44. The reports include:

1. Assessed and Estimated Market Value (city-wide, city-only and/or RDA)
2. Property Tax Land Use Distribution
3. Direct & Overlapping Property Tax Rates
4. Principal (Top 25) Property Tax Payers
5. Principal (Top 25) Sales Tax Producers

The Additional CAFR reports that are available include:

1. Direct and Overlapping Debt
2. Principal Employers
3. Demographics and Economic Statistics

End of Exhibit A

EXHIBIT B
COMPENSATION

SALES, TRANSACTIONS AND USE TAX AUDIT SERVICES (SUTA) SERVICES

What the CITY will pay CONSULTANT

CONSULTANT's compensation for the Sales, Transactions and Use Tax Audit Service is as follows:

- 14% contingency fee (up to \$2 million)
- 10% contingency fee (between \$2 million to \$3 million)
- 5% contingency fee (over \$3 million)

This fee structure applies to revenue received for six quarters beginning with the quarter in which the Date of Correction falls and all eligible prior quarters back to and including the three quarters prior to the Date of Knowledge quarter for Bradley-Burns sales tax revenues and all eligible prior quarters back to and including all corrected quarters prior to the Date of Knowledge quarter for district tax revenues. As used herein, the Date of Knowledge is the quarter during which CONSULTANT notifies the CDTFA of the existence of a misallocation. As used herein, the Date of Correction refers to the quarter in which the taxpayer has correctly reported the local tax and the CDTFA distributes the local tax properly to CITY based on the taxpayer's reporting. For QDR Misallocations detected and corrected, CONSULTANT's compensation shall only include the quarters for which the misallocation actually occurred.

For clarification and to encourage communication and collaboration between CONSULTANT and the CITY, CONSULTANT shall be entitled to full payment of all compensation as provided herein even if any one or more of CITY, its personnel, agents, or representatives, or any third party or parties provide(s) information to CONSULTANT that assists or is used by CONSULTANT in the identification, detection, and correction of point-of-sale distribution errors or the reporting and/or misallocation of revenue.

Should the CITY identify, document, and notify the CDTFA in writing of a point-of-sale distribution error, reporting error or misallocation as those terms are used herein, the CITY agrees to notify CONSULTANT of the CITY's discovery no later than ten (10) days after the Date of Knowledge as defined in Title 18 of the California Code of Regulations, Regulation 1807 ("Date of Knowledge"). If the CITY fails to so notify CONSULTANT as provided above and CONSULTANT later detects, documents, and reports the misallocation or reporting error to the CDTFA, or if CONSULTANT has established a Date of Knowledge with the CDTFA prior to notification to the Board by the CITY, then CONSULTANT is entitled to full compensation for the affected account as provided herein.

Invoicing/Billing

CONSULTANT will invoice CITY quarterly based on past and/or prospective compliance secured on behalf of CITY. Invoices are due and payable upon receipt.

Additional Consulting

CITY may request that CONSULTANT provide additional consulting services at any time during the term of the Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, CONSULTANT's standard hourly rates range from \$75 per hour to \$325 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the CITY and shall be reimbursed at cost to CONSULTANT.

Completion of Services

Notwithstanding any other provision of this Agreement, because CONSULTANT's services performed hereunder result in corrections of misallocations and other revenue after cessation of services by CONSULTANT for CITY, CITY agrees that with regards to misallocations identified to the CDTFA whose Date of Knowledge occurred during CONSULTANT's performance of services for CITY or for other revenue resulting from CONSULTANT's actions taken during the term of this Agreement, that CITY's obligation to pay CONSULTANT in accordance with the compensation language of this Agreement shall survive expiration or termination of this Agreement for any reason. Additionally, notwithstanding any other provision of this Agreement, if this Agreement is terminated or expires, CONSULTANT shall continue to pursue corrections of accounts identified during the term of this Agreement that have not been corrected by the CDTFA as of the effective date of termination or expiration. The period after termination during which CONSULTANT is pursuing correction of accounts identified before termination is referred to as the "completion period." CITY shall compensate CONSULTANT in accordance with the compensation language of this Agreement for corrected misallocations that result from CONSULTANT's efforts during the completion period. CITY will also take all necessary steps to allow CONSULTANT to continue to receive the required information from the CDTFA during this completion period.

SALES/USE TAX ANALYTICS & REPORTING - 'CLEARVIEW'

1. **Base Package Annual fee.** CITY shall pay CONSULTANT an annual fee of \$3,200 ("annual fee") payable in four equal quarterly payments of \$800. CONSULTANT will invoice the CITY on a quarterly. Invoices are due and payable within thirty (30) days of receipt. If this Agreement is terminated for any reason, the CITY remains obligated to pay CONSULTANT the quarterly payments of the annual fee for the quarters before the effective date of termination.
2. **Adjustments.** CONSULTANT will adjust the Base Package Annual Fee and any of the optional fees at the beginning of each calendar year by the percentage change in the Consumer Price Index that pertains to CITY's particular geographic area as reported by the Bureau of Labor Statistics. Annual Fee adjustment shall not be less than two percent (2%) or greater than ten percent (10%). Any adjustments shall not be revised during the term of the agreement (including any extension periods) without prior approval by CITY's City Council.

PROPERTY TAX INFORMATION SERVICE (PropertyLINK™)

Property Tax Audit Services: Property Tax Audit service for a one-time fee of \$5,000 in the year an audit is completed. PropertyLINK™ and the Basic CAFR Reports are an annual fee of \$7,000 to be paid in quarterly installments of \$1,750.

Information services also includes the property tax forecast, semi-annual assessment appeals reports and the CAFR basic package reports.

Additional CAFR Reports

Direct and Overlapping Debt (\$500)

Principal Employers (\$1,000)

Demographics and Economic Statistics (\$200)

ADDITIONAL CONSULTING

The City may request that Consultant provide additional consulting services at any time during term of the Agreement. If Consultant and the City agree on the scope of the additional consulting services requested, then Consultant shall provide the additional consulting services on a Time and Materials basis. Depending on the personnel assigned to perform the work, Consultant's standard hourly rates range from \$75 per hour to \$325 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. The following are sample hourly rates based on the job classification (these rates are subject to change):

Consultant's Hourly Rate Schedule

Position	Hourly Rate
Legal	\$325
Principal	\$200
Project Manager/Director	\$175
Client Services Executive	\$150
Senior Analyst	\$125
Information Technology	\$175
Analyst	\$100
Administrative	\$75

End of Exhibit B

EXHIBIT C
GENERAL PROVISIONS

I. Standard Requirements

- A. **Assignment and Subcontracting.** To 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.
- B. **Compliance with Law.** CONSULTANT shall forthwith undertake and complete the Services in accordance with Exhibit "A" attached to this Agreement and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines all to the reasonable satisfaction of CITY.
- C. **Confidentiality.** Any and all information and data provided to CONSULTANT pursuant to this Agreement shall be forever maintained as confidential by CONSULTANT, to the maximum extent permitted by law.
- D. **Standard of Care.** CONSULTANT shall provide exceptional Standard of Care while fulfilling the terms of this Agreement, is performing as a representative of CITY. Any negative contact with staff, residents/citizens, businesses, visitors or other CONSULTANTS shall be reported by CONSULTANT immediately to CITY. CONSULTANT's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONSULTANT may agree in advance to a single person contact, a representative of either the CITY or CONSULTANT, for the investigation and response to complaints.
- E. **Hires.** 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 subCONSULTANT shall be retained by CONSULTANT except upon the prior written approval of CITY.
- F. **Independent CONSULTANT.** 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 CONSULTANT. 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 CONSULTANT 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.

- G. **Information and Assistance.** CITY will provide information and assistance as set forth in Exhibit "A" hereto; photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project. Such information as is generally available from CITY files applicable to the Project. 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.
- H. **Governing Law.** 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.
- I. **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.
- J. **Precedence of Documents.** In the event of any inconsistency or conflict between the Agreement and any of the Exhibits or any other attachments, the Agreement, then this Exhibit C, then the remaining Exhibits and attachments shall govern.
- K. **Termination.** This Agreement may be terminated by CITY for any or no reason 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, CITY shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to CONSULTANT' fee, the CITY shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CITY. In no event, however, shall CONSULTANT receive more than the compensation outlined in Exhibit B. CONSULTANT shall provide to CITY any and all Work Product including 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.

End of Exhibit C

EXHIBIT D
INDEMNITY AND INSURANCE REQUIREMENTS

I. Indemnity Requirements

A. Indemnity for Professional Services.

To the fullest extent permitted by law, the CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent CONSULTANTS in the role of CITY officials (collectively "Indemnitees" in this Section), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, and/or its officers, agents, servants, employees, subCONSULTANTS, CONSULTANTS or their officers, agents, servants or employees (or any entity or individual for that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

B. Other Indemnities.

Other than in the performance of professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT, its officers, agents, servants, employees, subCONSULTANTS, materialmen, suppliers, or CONSULTANTS, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

- C. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. City approval of the Insurance required by this Agreement does not in any way relieve the CONSULTANT from liability under this Section.

II. Insurance Requirements

A. General

1. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, CONSULTANT agrees to amend, supplement or endorse the policies to do so.
2. Without limiting the CONSULTANT's indemnity obligations hereunder, CONSULTANT shall procure and maintain in full force and effect for the Term of this Agreement, the following policies of insurance.
3. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.
4. If the CONSULTANT maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT.

B. Coverages

1. Commercial General Liability (CGL)

- a) CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b) Limits shall be no less than \$2,000,000 per occurrence

2. Products-Completed Operations (PCO)

CONSULTANT shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

3. Automobile Liability Insurance (ALI)

- a) ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b) If CONSULTANT does not own any vehicles, CONSULTANT may satisfy this requirement by providing the following:
 - (1) A personal automobile liability policy for the CONSULTANT's own vehicle, if CONSULTANT is a one-person operation; and
 - (2) A non-owned & hired auto liability endorsement to the commercial general liability policy if the CONSULTANT may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

4. Workers' Compensation (WC)

- a) Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b) Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if CONSULTANT does not have any employees who will be performing work on behalf of City, CONSULTANT must provide the following:
 - (1) A signed Self-Employment Affidavit Letter or a signed Declaration that CONSULTANT is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of the work of this contract; and

- (2) A certification that CONSULTANT does not employ any individual(s) in the course and scope of business operations.

5. Professional Liability Insurance (PL)

- a) Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
- b) Limits shall be no less than \$1,000,000 per claim; \$2,000,000 aggregate

C. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

1. Commercial General Liability & CONSULTANTs Pollution Liability

a) Additional Insured

- (1) City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations.
- (2) Additional Insured Endorsements shall not:
 - (a) Be limited to "Ongoing Operations"
 - (b) Exclude "Contractual Liability"
 - (c) Restrict coverage to the "Sole" liability of CONSULTANT
 - (d) Exclude "Third-Party-Over Actions"
 - (e) Contain any other exclusion contrary to the Contract
- (3) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

b) Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

2. Auto Liability

a) Additional Insured

City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the CONSULTANT.

b) Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

3. Workers' Compensation

A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

D. Insurance Obligations of CONSULTANT

The Insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to CONSULTANT; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT under this agreement.

E. Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon City except ten (10) days shall be allowed for non-payment of premium.

F. Waiver of Subrogation

Required insurance coverages (except professional liability) shall not prohibit CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether City has received a waiver of subrogation endorsement from the insurer.

G. Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be

filed with City. If such coverage is cancelled or reduced, CONSULTANT shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

H. Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. City may require the CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

I. Contractual Liability

The coverage provided shall apply to the obligations assumed by the CONSULTANT under the indemnity provisions of this Contract.

J. Failure to Maintain Coverage

CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due until CONSULTANT has fully complied with the insurance provisions of this Contract.

In the event that the CONSULTANT's operations are suspended for failure to maintain required insurance coverage, the CONSULTANT shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

K. Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by City.

L. Claims Made Policies

If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial CONSULTANT's Agreement with City and an extended reporting period shall be provided for a period of at least ☐ 2 years ☒ 3 years ☐ 5 years ☐ 10 years from termination or expiration of this Contract.

M. Insurance for SubCONSULTANTS

CONSULTANT shall be responsible for causing SubCONSULTANTS to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the

SubCONSULTANT's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit D

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/13/2019

SUBJECT: Meeting with Eide Bailly LLP, (formerly Vavrinek, Trine, Day & Co., LLP)
Pursuant to Statement on Auditing Standards (SAS) No. 114 Regarding the
Fiscal Year 2018/19 Annual Audit

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

Pursuant to Resolution 2016-044, the two City Council members assigned to the Brea Finance Committee shall perform certain Audit Committee duties. These duties include a meeting with the City's independent auditor before the City's annual audit begins in accordance with the Statement of Auditing Standards (SAS) No. 114 to discuss the level and focus of the City's annual audit.

Brea's independent auditor firm, Eide Bailly LLP, (formerly Vavrinek, Trine, Day & Company, LLP), has provided the attached letter to the City Council regarding the City's annual audit. Roger Alfaro, CPA, the partner in charge of the annual audit and other audit staff, will be present at the meeting to discuss the City's upcoming annual audit with the two City Council members assigned to the Finance Committee. It is noted that the interim audit work for the City was conducted from July 29 - August 8, 2019. Final audit work will begin November 4, 2019.

SUMMARY/FISCAL IMPACT

There is no fiscal impact related to this annual meeting.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Lee Squire, Financial Services Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Brea 2019 Planning Letter



August 6, 2019

To the City Council
City of Brea
Brea, California

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the City of Brea, California as of and for the year ended June 30, 2019. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits.

As stated in our engagement letter dated June 24, 2019, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our responsibility as it relates to other supplementary information, is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether the information is fairly stated in all material respects in relation to the financial statements as a whole.

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

If any member of the City Council is aware of matters that have a material bearing on the financial statements taken as a whole (such as those described above in items 1-4), please contact me at (949) 768-0833 or by email at ralfaro@vtdcpa.com.

We began our audit in June and plan to issue our report no later than December 31, 2019.

This information is intended solely for the information and use of the City Council Finance Committee and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Laguna Hills, California