



City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, May 5, 2020

5:45 p.m. - Closed Session

6:15 p.m. - Study Session

7:00 p.m. - General Session

Amended to separate the Closed Session items

Marty Simonoff, Mayor

Steven Vargas, Mayor Pro Tem

Cecilia Hupp, Council Member

Christine Marick, Council Member

Glenn Parker, Council Member

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

Procedures for Addressing the Council

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience. State Law prohibits the City Council from responding to or acting upon matters not listed on this agenda. This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. Public Comments can be submitted in writing to the City Clerk at cityclerksgroup@cityofbrea.net and will be summarized at the meeting by the City Clerk. Please submit your written comments by Tuesday, May 5, 2020, at noon. If you wish to attend the City Council meeting in person, Community Rooms A and B located on the 2nd Floor of the Brea Civic and Cultural Center at 1 Civic Center Circle, Brea, California 92821, will be open for the public to offer public comment. The City of Brea will comply with the CDC's recommendation to limit gatherings to no more than 10 people. Council Members will attend the meeting in-person and via electronic communication.

Special Accommodations

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

Important Notice

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

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

CALL TO ORDER / ROLL CALL - COUNCIL

1. Public Comment

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

2. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation. Initiation of Litigation: 1 potential case.

3. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation. Significant Exposure to Litigation: 1 potential case.

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

CALL TO ORDER / ROLL CALL - COUNCIL

4. Public Comment

5. Clarify Regular Meeting Topics

DISCUSSION ITEMS

6. Planned Community (PC) Zone Procedures

REPORT

7. Council Member Report/Requests

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

CALL TO ORDER/ ROLL CALL - COUNCIL

8. Pledge of Allegiance

9. Report - Prior Study Session

10. Matters from the Audience

Public Comment will be accepted via email at cityclerksgroup@cityofbrea.net. Any comments received via email by noon on Tuesday, May 5, 2020 will be summarized aloud into the record at the meeting.

11. Response to Public Inquiries - Mayor / City Manager

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

- 12. Appeal of Planning Commission's Decision of Certificate of Compatibility No. CC 19-02 for property located at 407 South Maple Avenue** - Open the public hearing, receive any public testimony, and close the hearing. Adopt Resolution No. 2020-028 to deny the appeal and uphold the Planning Commission's approval of Certificate of Compatibility No. CC 19-02. Alternatively, direct staff to prepare a resolution granting the appeal and overturning the Planning Commission's approval of Certificate of Compatibility No. CC 19-02 for consideration at the next City Council meeting.

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

CITY COUNCIL - CONSENT

- 13. April 21, 2020 City Council Regular Meeting Minutes** - Approve.

- 14. Contract for citywide Graffiti Removal Service with Urban Graffiti Enterprises, Inc.** - Award a contract to Urban Graffiti Enterprises, Inc. in the amount of \$29,400 for a period of one (1) year; and authorize the City Manager to approve up to four (4) (1) year extensions in the amount of \$29,400.

- 15. Approve Plans and Specifications, Receive Bids, Adopt Resolution, and Award Contract with T.E. Roberts, Inc. for Eagle Hills Tract Water Improvement, CIP No. 7467, ("Project")** - Approve the Plans and Specifications; receive bids; adopt Resolution No. 2020-029 to appropriate an additional \$1,790,000 from the Water Fund (420) and \$100,000 from Measure M (260) to the Project; Award Contract to the lowest responsive and responsible bidder, T.E Roberts, Inc. in the amount of \$2,753,508.95; and authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

- 16. Street Sweeping Pilot Program Extension** - Extend Street Sweeping Pilot Program by six (6) months to September 30, 2020.

17. **Purchase Orders for Pickup Truck and Tri-Band Radios** - Authorize the Purchasing Agent to issue purchase orders to Motorola for Tri-Band Capable Radios in the amount of \$119,315.99 and to National Auto Fleet Group for a pickup truck to tow AVT recreational vehicle in the amount of \$78,937.78. Tri-Band Radios and Rescue ATV pickup truck are being funded by Fire Department Impact Fee Allocations. There is no impact to the City's General Fund.
18. **Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund with Public Agency Retirement Services (PARS)** - Approve Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund through Public Agency Retirement Services (PARS) Post-Retirement Health Care Trust Program.
19. **Budget Adjustments to the City Operating and Capital Improvement Program Budget for Fiscal Year 2019-20** - Adopt Resolution Nos. 2020-030 and 2020-031 appropriating funds to adjust the Fiscal Year 2019-20 City Operating and Capital Improvement Program Budgets.
20. **City Disbursement Registers for April 24 and May 1, 2020** - Receive and file.
21. **Monthly Report of Investments for the City of Brea for Period Ending March 31, 2020** - Receive and file.

CITY/ SUCCESSOR AGENCY - CONSENT

22. **Successor Agency Disbursement Register for April 24, 2020** - Receive and file.
23. **Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending March 31, 2020** - Receive and file.

ADMINISTRATIVE ANNOUNCEMENTS

24. **City Manager**
25. **City Attorney**
26. **Council Requests**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/05/2020

SUBJECT: Appeal of Planning Commission's decision of Certificate of Compatibility No. CC 19-02 for property located at 407 South Maple Avenue.

RECOMMENDATION

Open the public hearing, receive any public testimony and close hearing and by motion, adopt Resolution No. 2020-028, a Resolution of the City Council of the City of Brea denying the appeal request and upholding the Planning Commission's approval of Certificate of Compatibility No. CC 19-02.

BACKGROUND/DISCUSSION

Planning Commission's Review

On January 27, a duly noticed public hearing was held by the Planning Commission for an appeal of the Community Development Director's approval of Certificate of Compatibility No. 19-02, a request to build a new single family dwelling unit and an accessory dwelling unit larger than 1,200 square feet. The item was continued to February 25, 2020 (Attachment 1 – Planning Commission Meeting Minutes). After Staff presented the item the Commission Chair opened the public hearing where thirteen people spoke.

Ten spoke in favor of the project citing the following items:

- Improving existing property and increasing value;
- Property owner rights; and
- Neighborhood improvement.

Four spoke against the project citing the following items:

- Mansionization and building size;
- Compatibility with the neighborhood;
- View and privacy impacts on surrounding neighbors; and
- Applicable CEQA analysis.

The Commission found the project complies with the requirements of the R-1 Single Family Residential Zone, is in harmony with the elements and objectives of the General Plan, and is compatible with uses and structures in the surrounding area (Attachment 3 – Planning Commission Resolution No. PC 20-06). The Commission denied the appeal and upheld the Community Development Director's approval of Certificate of Compatibility No. CC 19-02. On March 5, 2020, the City Clerk's office received an application to appeal the Planning

Commission's approval of Certificate of Compatibility No. CC 19-02 to the City Council.

Effective January 1, 2020, State law has changed to provide for the streamline review for accessory dwelling units (ADU's) however, a review of a Certificate of Compatibility is required for the proposed single family dwelling unit and ADU due to its approval under the required codes as of November 2019. In approving a Certificate of Compatibility, the Council must find the following:

- The proposed single family dwelling unit is properly designed and complies with the requirements of R-1 Single Family Residential Zone;
- The proposed single family dwelling unit, with any conditions imposed, is in harmony with the various elements or objectives of the General Plan and is not economically or aesthetically detrimental to existing or previously approved uses, structures or mobile homes within the surrounding area; and
- The proposed single family dwelling unit is aesthetically compatible with the other uses, structures, and mobile homes in the surrounding area.

ENVIRONMENTAL ASSESSMENT

In accordance with the California Environmental Quality Act, the proposed project is Categorical Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15303.a, Class 3, New Construction.

RESPECTFULLY SUBMITTED:

Tracy Steinkruger, AICP, Community Development Director
Prepared by: Jennifer A. Lilley, AICP, City Planner

Attachments

1. Planning Commission Staff Report 2-25-20
 2. Planning Commission Draft Meeting Minutes Dated February 25, 2020
 3. Planning Commission Resolution No. PC 20-06
 4. Application Appealing Planning Commission Approval
 5. City Council Draft Resolution
-

City of Brea Planning Commission

Staff Report

Meeting Date: 1.28.20

TO: Honorable Chair and Planning Commission

FROM: Jennifer A. Lilley, AICP, City Planner

**SUBJECT: APPEAL OF COMMUNITY DEVELOPMENT DIRECTOR'S DECISION OF
CERTIFICATE OF COMPATIBILITY NO. CC 19-02 FOR PROPERTY
LOCATED AT 407 S. MAPLE AVE**

SUMMARY

On November 18, 2019 The Community Development Director approved Certificate of Compatibility No. CC 19-02. The application considered the compatibility of land planning, architecture, aesthetics and economic cohesiveness for the construction of a single family residence with a detached structure inclusive of an accessory dwelling unit (ADU) greater than 1,200 square feet. On November 27, 2019, Staff received an application appealing the Community Development Director's decision to the Planning Commission.

RECOMMENDATION

Staff recommends the Planning Commission adopt the resolution, denying the appeal and upholding the Community Development Director's approval of Certificate of Compatibility No. CC 19-02.

CERTIFICATE OF COMPATIBILITY HEARING 11/18/19

On November 18, 2019 the Community Development Director held a duly noticed public hearing on this application. Staff's assessment of this application was that the project met all the requirements of the R-1 Single Family Residential Zone and that the proposed project was consistent with the findings required for a Certificate of Compatibility. Three members of the public spoke at the hearing, all in opposition of the project. The following items were raised in the hearing:

- The size of the home, mansionization, and the compatibility of the size to the surrounding neighborhood. – *Staff responded explaining the lot is one of the largest lots in the neighborhood and the proposed project meets all of the development standards. There is no dominant architectural theme of the neighborhood and homes range in architectural styles, sizes, heights, and material finishes.*
- CEQA findings and a lack of analysis on potential environmental and traffic impacts – *Staff cited California Environmental Quality Act section 15303.a (Class 3, New Construction) which qualifies as a categorical exemption for this project.*
- The potential future uses and occupancy of the project – *The Code requires the Property Owner live in either the primary or accessory dwelling unit. The property owner has expressed the intention of living in the primary unit while their mother and mother in law live in the accessory dwelling unit. Additionally, the property is subject to the permitted, conditionally permitted, and prohibited uses under the R-1 Single Family Residential Zone.*
- The Public Noticing process – *Staff sent notices to 61 property owners within a 500' radius of the project site 10 days before the scheduled public hearing, in accordance with the Section 20.408.050 of the Brea City Code.*
- The project's compliance with required setbacks and development standards – *Staff has reviewed the project for compliance with the required development standards in the R-1 Single Family Zone including but not limited to setbacks, lot coverage, and parking.*
- Clarifying if the property is historically designated. – *Staff clarified that the property is not a registered historical resource.*

The Community Development Director and Staff addressed these concerns and provided any needed clarification (see Attachment 6, Meeting Minutes). The Community Development Director approved the project based on the required findings and conditions contained in the Draft Resolution. On November 27, Staff received an application from Setsuko Mori and Hiroshi Ogino, appealing the Community Development Director's decision to the Planning Commission (Attachment 8 – Appeal Application). Subsequently, Staff received a second appeal application from Russel Nowell on

December 2, 2019 and a third appeal application after the appeal period ended by Rana and Jason Kim on December 10, 2019 (Attachment 9 – Submitted Correspondence).

BACKGROUND

The subject property is located at 407 Maple Avenue in the R-1 Single Family Residential zone (see Figure 1). The property is approximately 0.5 acres and is currently developed with a single story home (2,168 square feet) and detached structure (1,313 square feet) including an accessory dwelling unit and garage. The applicant, Brett Murdock, is proposing to demolish the existing buildings

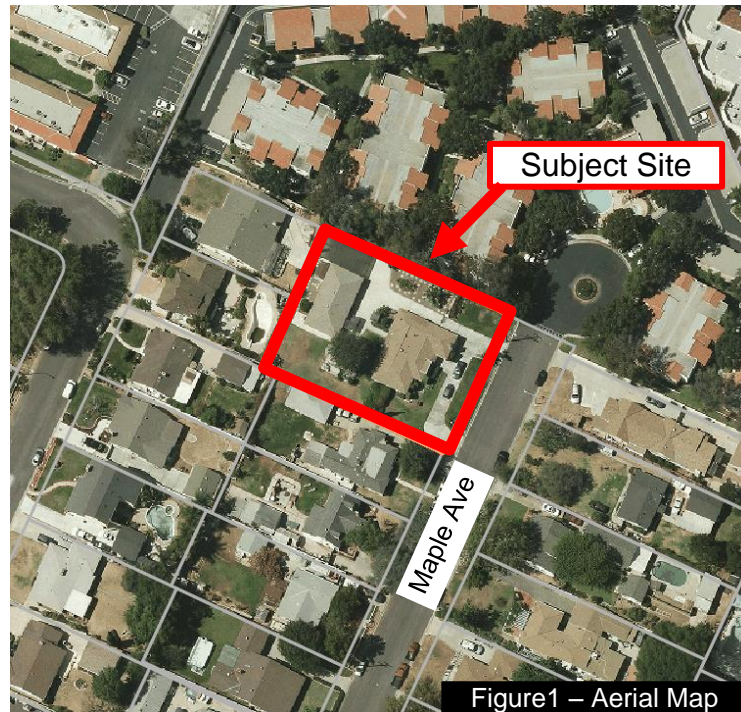


Figure1 – Aerial Map

and rebuild a new, two story single family residence and a detached structure. The Code requires a Certificate of Compatibility for any new single family dwelling and any ADU greater than 1,200 square feet.

DISCUSSION

The applicant is proposing a new 9,464 square foot primary dwelling unit and a 3,891 square foot accessory structure including a garage, home office, and recreation room on the first floor and a 1,938 square foot ADU on the second floor. The project meets or exceeds all development standards for the R-1 Single Family Residential Zone as demonstrated in Table 1.

Table 1 – Development Standards

Development Standards	Required	Proposed

Front Yard Setback	25 feet	25 feet
Side Yard Setback	5 feet	17 feet, 21 feet
Rear Yard Setback (Primary Dwelling)	25 feet, main building may project to within ten (10) feet of the rear property line area.	74 feet
Rear Yard Setback (ADU)	10 feet	10 feet
Rear Yard Lot Coverage	25% maximum	24%
Lot Coverage	35% maximum	33.09%
Height	30 feet maximum	26 feet, 8 inches
Off-street parking	2 covered spaces (primary unit), 1 additional space, covered or uncovered (ADU)	4 covered parking spaces total

Certificate of Compatibility

The Certificate of Compatibility considers the compatibility of residential structures to the existing community character, architecture, aesthetics and cohesiveness within residentially zoned properties in the City. Lots in this neighborhood range from 9,900 square feet to 23,920 square feet. The project site is one of the larger lots in the neighborhood at 20,548 square feet.

The existing neighborhood features a mix of homes in various



Figure 3 – Existing Neighborhood

sizes including single story and two story structures. The surrounding neighborhood has no dominant architectural style and features homes in various sizes, heights, material finishes and styles including Mediterranean, Ranch, Spanish, and various



Figure 4 – Existing Neighborhood

Craftsman styles (see Figures 2-4). The proposed project features smooth finish stucco and charcoal grey metal roofing and incorporates castor stone accents. The architecture is a blend of California modern and Ranch style (See Figure 5). The ADU is consistent with the color and material finishes of the primary dwelling, incorporating the same metal roofing, smooth stucco, and castor stone.

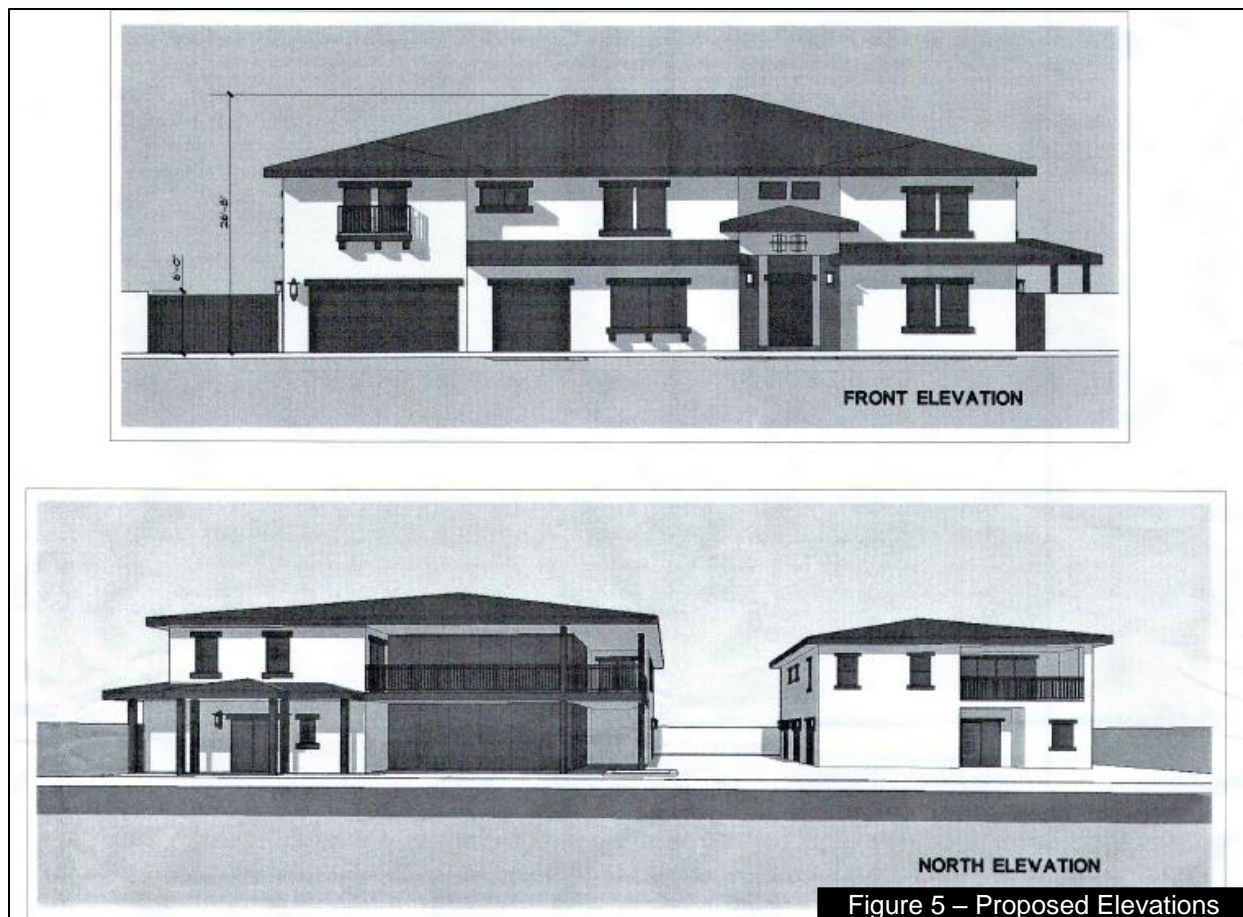


Figure 5 – Proposed Elevations

The front yard is proposed to be improved with a new driveway approach and decorative paving along the walkway and driveway. The existing trees along the perimeter of the property are proposed to remain. (See Attachment 5 – Plan Submittal Package). The existing masonry block wall along the front yard will remain and be incorporated into the project design (See Figure 6 – Existing Conditions). The Maple Avenue elevation incorporates layered building setbacks and single-story elements, allowing for improved integration with the neighborhood. The project meets all applicable development standards and the design of the home is appropriate and consistent with the aesthetic of the neighborhood and is cohesive with the surrounding homes.



Figure 6 – Existing Conditions

Public Outreach

Staff sent notices to 61 property owners within a 500-foot radius of the subject property. Staff encouraged the applicant to conduct public outreach in the neighborhood to discuss the proposed project and address any concerns. Staff understands the applicant engaged with several neighbors regarding the proposed project. Prior to the hearing on November 18, 2019, two letters sharing concerns about the project were received by Staff. (Attachment 7).

ENVIRONMENTAL ASSESSMENT

In accordance with the California Environmental Quality Act, the proposed project is categorically exempt from the requirement of the California Environmental Quality Act (CEQA) pursuant to Section 15303.a (Class 3, New Construction) of said Act.

City of Brea
CC No. 19-02
Brett Murdock, Applicant

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ALTERNATE PLANNING COMMISSION ACTIONS

- ☐ Approve with alternate conditions
- ☐ Deny
- ☐ Deny without prejudice
- ☐ Continue

Prepared by:

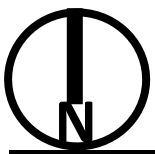
Paige Montojo
Assistant Planner

ATTACHMENTS

1. Technical Background
2. Vicinity Map
3. Public Hearing Notice
4. Draft Resolution CC 19-02
5. Plan Submittal Package
6. Certificate of Compatibility Hearing Minutes
7. Submitted Public Comment Prior to Certificate of Compatibility Hearing
8. Appeal Application
9. Submitted Correspondence

TECHNICAL BACKGROUND

Case No:	Certificate of Compatibility No. CC 19-02
Property Location:	407 Maple Avenue
Applicant:	Brett Murdock, Owner 407 Maple Ave Brea, CA 92821
General Plan Designation:	Low Density Residential
Zoning Designation:	R-1 , Single-Family Residential
Adjacent Zoning	
North:	R-3 , Multi-Family Residential
South:	R-1 , Single-Family Residential
West:	R-1 , Single-Family Residential
East:	R-1 , Single-Family Residential
Site and Neighborhood Characteristics:	The subject property is on the north end of Maple Avenue. The neighborhood is made up of single and multi-story single family homes with various architectural styles with no dominant theme.
Public Hearing Notices and Outreach:	61 notices were sent to all property owners within a 500-foot radius of the subject property.



SUBJECT PROPERTY AND VICINITY MAP

DATE: February 25, 2020

CASE NO:
Appeal of Certificate of Compatibility No. CC 19-02

TO: Property Owners within a 500-Foot Radius

FROM: City of Brea, Community Development Department

SUBJECT: Appeal of Community Development Director Decision for Certificate of Compatibility No. CC 19-02

NOTICE IS HEREBY GIVEN, pursuant to State Law, that a public hearing will be held at a Planning Commission meeting to determine whether or not the subject request shall be approved under the provisions of State Law and the Brea City Code as follows:

DATE AND TIME OF HEARING: Tuesday, January 28, 2020, 7:00 p.m.
All interested persons may appear and be heard at that time.

PLACE OF HEARING: Brea Civic & Cultural Center, Council Chambers
1 Civic Center Circle, Brea, CA 92821

REQUEST: A request to appeal the Community Development Director approval of Certificate of Compatibility No. CC 19-02 for the construction of a new 9,464 square foot single family residence and a 3,891 square foot accessory structure inclusive of a two car garage, recreation room and 1,938 square foot accessory dwelling unit.

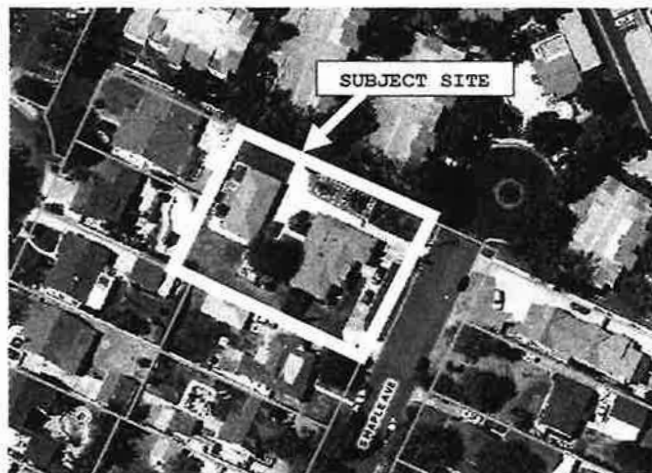
PROPERTY INVOLVED: 407 Maple Ave
Brea, CA 92821

APPLICANT: Brett Murdock
407 Maple Ave
Brea, CA 92821

PROPERTY OWNER: Brett Murdock
407 Maple Ave
Brea, CA 92821

ENVIRONMENTAL INFORMATION: The City of Brea has determined that the proposed project is exempt from requirements of the California Environmental Quality Act, Pursuant to Section 15303(a) of said Act.

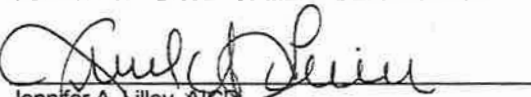
AREA MAP:



IF YOU CHALLENGE THE APPEAL OF CERTIFICATE OF COMPATIBILITY NO. CC 19-02 AND/OR THE RELATED ENVIRONMENTAL DETERMINATIONS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE, DELIVERED TO THE COMMISSION AT, OR PRIOR TO, THE PUBLIC HEARING.

FOR FURTHER INFORMATION ON THIS SUBJECT, PLEASE CONTACT THE PLANNING DIVISION AT (714) 990-7674.

COMMUNITY DEVELOPMENT DEPARTMENT


Jennifer A. Lilley, AICP
City Planner

RESOLUTION NO. PC 20-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BREA DENYING AN APPEAL REQUEST AND UPHOLDING THE COMMUNITY DEVELOPMENT DIRECTOR DECISION TO APPROVE CERTIFICATE OF COMPATIBILITY NO. CC 19-02 FOR THE COMPATIBILITY OF A NEW 9,464 SQUARE FOOT SINGLE FAMILY RESIDENCE AND A 3,891 SQUARE FOOT ACCESSORY STRUCTURE INCLUSIVE OF A 1,938 SQUARE FOOT ACCESSORY DWELLING UNIT

A. RECITALS.

(i) On November 18, 2019, the Community Development Director of the City of Brea approved Certificate of Compatibility No. CC 19-02, a request from Brett Murdock to construct a new single family home and accessory dwelling unit greater than 1,200 square feet.

(ii) An appeal of the Community Development Director decision in the above-referenced action was filed in a timely manner as dictated by law.

(iii) The Planning Commission of the City of Brea has reviewed the appeal application as a public hearing item and concluded said matter on that date.

(iv) The appellant for the action referenced in (i) above is Setsuko Mori and Hiroshi Ogino , 406 South Pine Avenue, Brea, California, 92821.

(v) The subject property is located at 407 Maple Avenue, in the City of Brea, and legally described as a portion of Map Book 248, Page 19, Block 191, Parcel 23, as shown in the latest rolls of the County of Orange Tax Assessor.

(vi) The project proponent and property owner, is Brett Murdock, 407 Maple Ave, Brea, CA 92821.

(vii) The property is zoned R-1 , Single-Family Residential zone and designated as Low Density Residential in the General Plan land use element in accordance with Chapter 20.208 and 20.408 of the Brea City Zoning Code.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Brea, as follows:

1. In all respects as set forth in Recitals, Part A, of this Resolution.

2. It is hereby found that the Certificate of Compatibility application for the location set forth are authorized by Sections 20.208 and 20.408.050 of the Brea Zoning Ordinance, as amended.

3. The Planning Commission further finds in denying this appeal request as follows:

a. Finding: That the proposed structure, mobile or manufactured home is properly designed and complies with the requirements of the zone in which it is proposed.

Fact: The project meets all development standards for the R-1 Single Family Residential Zone. New single family residence and accessory dwelling units greater than 1,200 square feet are permitted in this zone subject to review and approval of a Certificate of Compatibility.

b. Finding: That the proposed structure, mobile or manufactured home, with any conditions to be imposed, is in harmony with the various elements or objectives of the General Plan and is not economically or aesthetically detrimental to

existing or previously approved uses, structures or mobile homes within the surrounding area.

Fact: The project fulfills General Plan policy 3.5 which encourages and facilitates the provisions of second units in existing and new development as a form of multi-generational housing. The project fulfills General Plan Goal 3.0 which provides adequate housing sites to accommodate Brea's share of Regional Housing growth needs. The proposed project, with Conditions as stated herein, is in harmony with the various goals, policies and objectives of the General Plan and is not economically or aesthetically detrimental to existing uses and structures with the surrounding area.

c. Finding: That the proposed structure, mobile or manufactured home is aesthetically compatible with the other uses, structures, and mobile homes in the surrounding area.

Fact: The proposed structures feature a mix of Ranch and California modern styles and complement each other in color and material finish. The surrounding neighborhood has no dominant architectural style and features homes in various sizes, heights, material finishes and styles including Mediterranean, Ranch, Spanish, and various Craftsman styles. The design, scale, massing and site layout is consistent with the adjacent single and multifamily structures. The architectural style is complementary to the surrounding homes and is consistent with the various design styles found in the neighborhood.

4. It is hereby found that the project identified above in this Resolution is categorically exempt from the requirements of the California Environmental Quality Act of 1970, as

amended, and Guidelines promulgates there under pursuant to Section 15303 Class 3(a) of Division 6 of Title 14 of the California Code of Regulations.

5. Certificate of Compatibility No. CC 19-02 is hereby approved, subject to conditions as set forth herein:

- a. The development at the site shall occur in substantial conformance with the plans as contained in Exhibit "A" of this application and dated November 18, 2019 which includes a site plan, floor plans, elevations, colors & materials, and the conditions contained herein, any law, statute, ordinance, and all applicable City regulations, subject to changes of conditions. Any changes to the approved plans are subject to the review and approval of the Community Development Director.
- b. All designs shall comply with the Codes adopted at the time of permit submittal. Currently the 2016 California Building and Fire Codes have been adopted by Brea. The 2019 California Codes will apply starting January 2020.
- c. Architectural Plans submitted for building plan check shall show the proposed buildings to contain sprinklers throughout.
- d. The fire flow required for this property shall be a minimum of 1250 GPM at 20 psi for two hours, or as approved by the fire code official at the time of plan submittal.
- e. At time of permit submittal, applicant shall provide complete sets of plans that include architectural details, structural calculations, Title 24 Energy Design, CA Green Code compliance.
- f. The project shall be equipped with fire sprinklers in accordance with the 2016 CDC, Section 903.2.8. Fire sprinkler systems design shall conform to CFC 903.3.1.3 (NFPA 13D).
- g. The fire flow required per 2016 CFC Appendix B, Table B105.1(1) is 1000 gpm at 20psi for 1 hour. A fire flow test demonstrating required fire flow shall be performed and witnessed by the Brea Fire Department prior to the issuance of any building permits.
- h. Architectural plans submitted for building plan check shall demonstrate the exterior walls of all structures is no greater than 150 feet of hose lays.
- i. Prior to the issuance of occupancy, the Property Owner shall install the following public improvements. Prior to installation for any public improvements, the Property owner shall obtain an encroachment permit through the Engineering Division. All construction in the public right of way shall be performed by a "C-8" or "A" licensed contractor

- (i) The property owner shall replace the existing northerly driveway in its entirety with curb and gutter.
- (ii) The proposed southerly driveway shall be constructed per latest City of Brea Standard.
- (iii) The relocation of the water service meter shall be per the latest City of Brea Standard. The existing water meter and lateral shall be abandoned and approved in the field by the City Inspector.
- (iv) The sewer lateral connection shall be installed per the latest City of Brea Standard.

6. The secretary of this Commission shall certify to the adoption of this Resolution; and, forthwith transmit a copy of said Resolution to the city Council

ADOPTED AND APPROVED this 28th day of January 2020.

Chairman, Planning Commission

I, Jennifer Lilley, Secretary to the Planning Commission of the City of Brea, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Brea held on the 28th day of January, 2020, and was finally passed at a regular meeting of the Planning Commission of the City of Brea, held on the 28th day of January, 2020, by the following votes:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

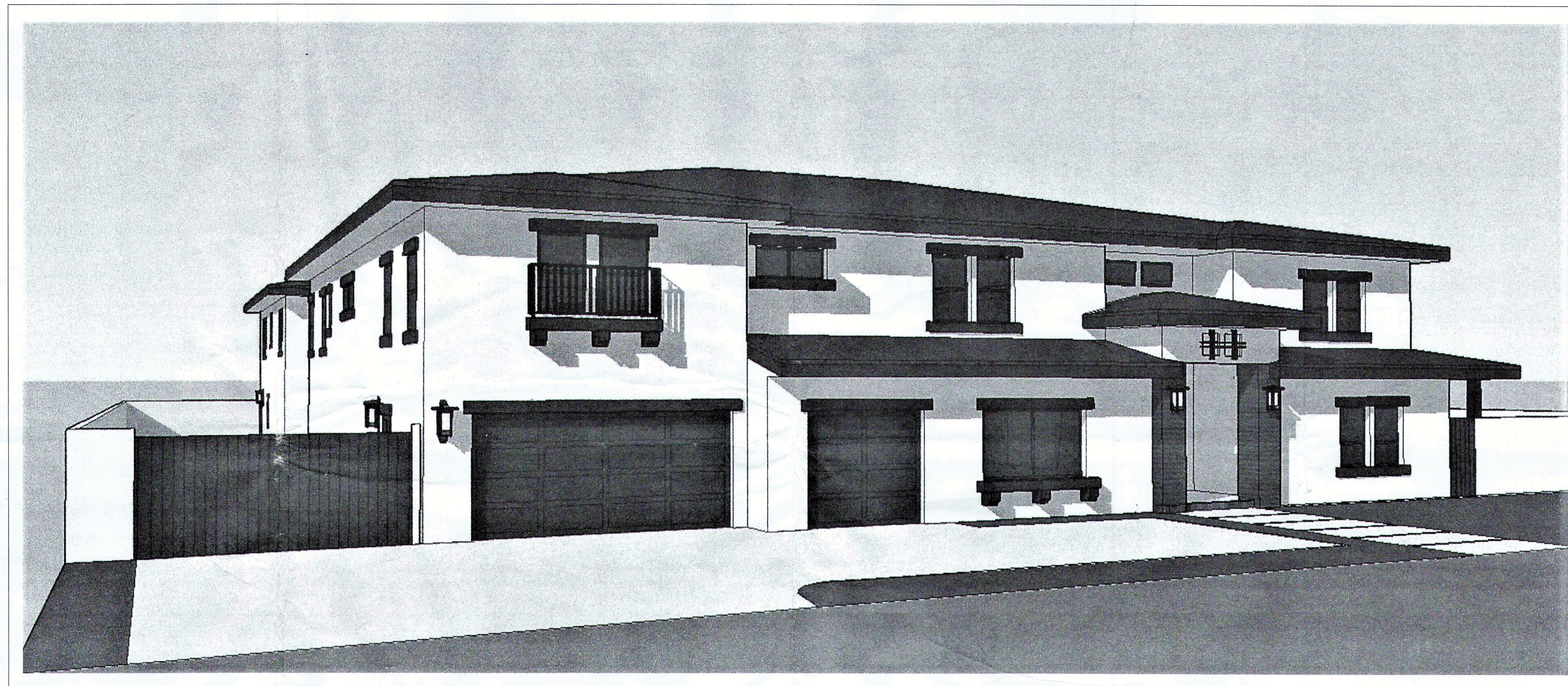
ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Brett Murdock
Resolution No. PC 20-xx
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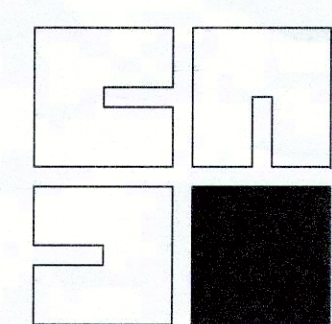
ATTEST: _____
Secretary, Planning Commission

ATTACHMENT 5



MURDOCK RESIDENCE

407 S. MAPLE AVE. BREA, CALIFORNIA 92821

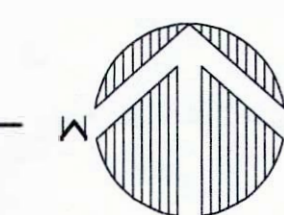


SCHUETZ
ARCHITECTS
1400 W. LAMBERT RD.
SUITE E
BREA, CA 92821

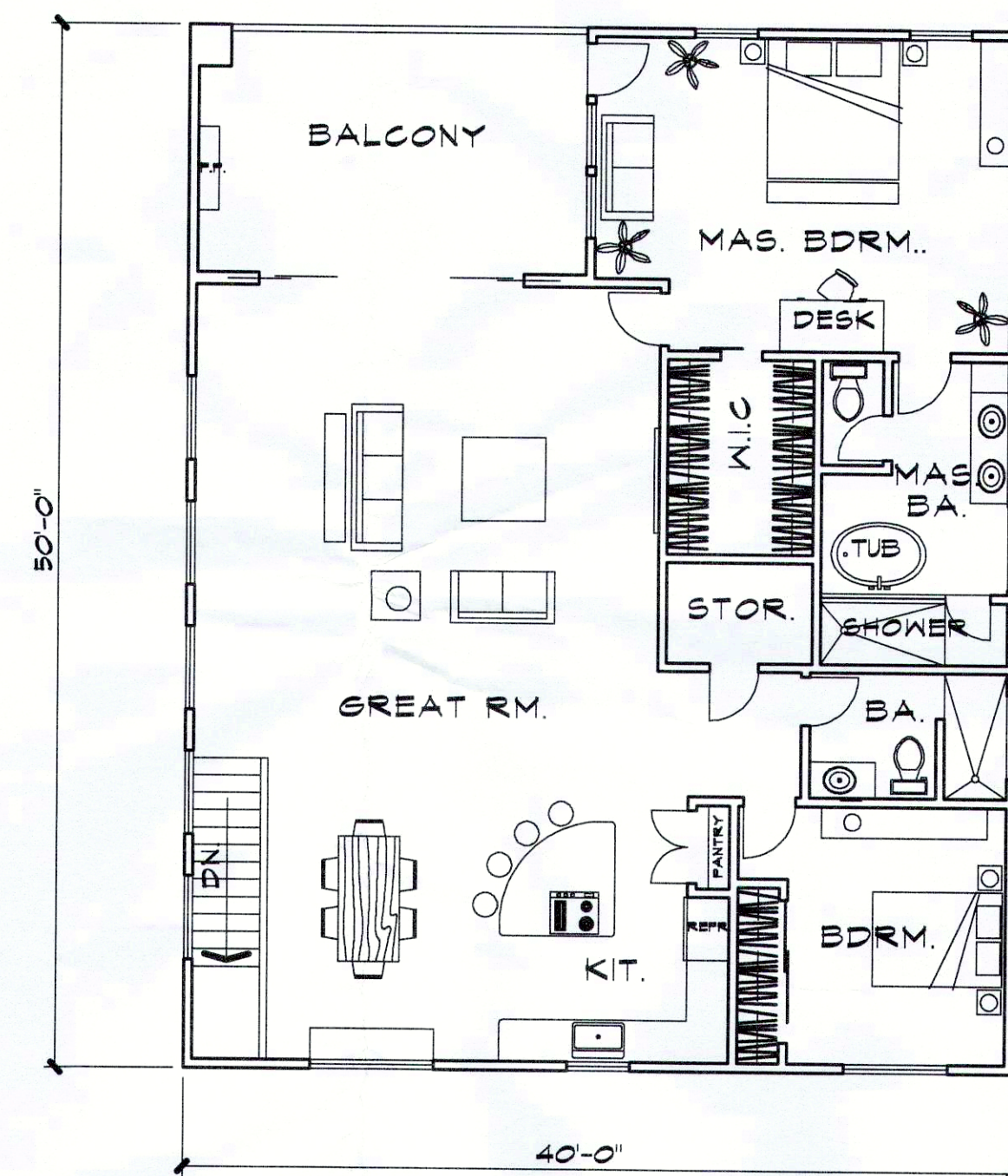
TEL: 714.305.3998
dschuetz@prodigy.net

GROUND FLOOR FLOOR PLANS W/ SITE PLAN

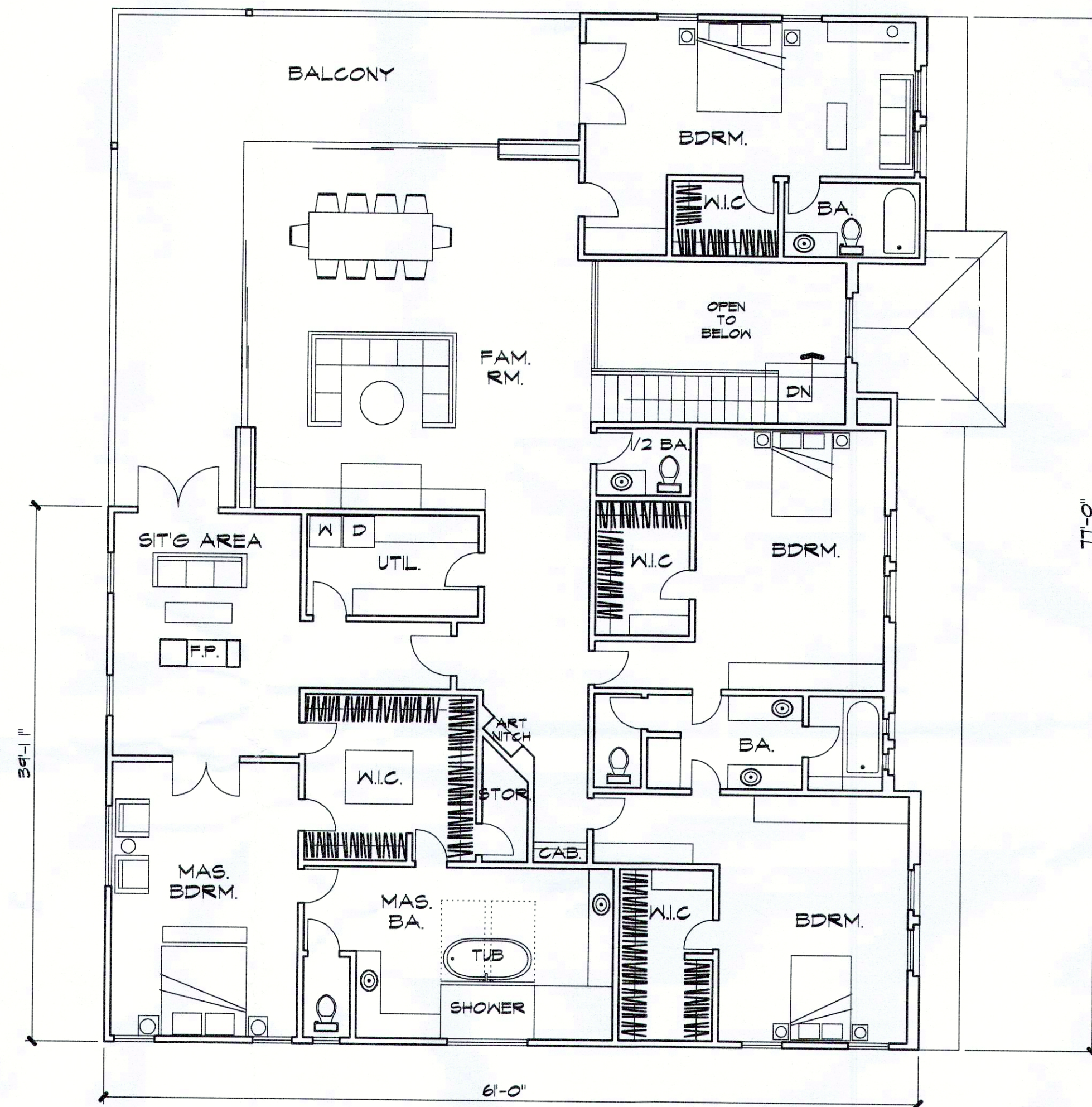
LANDSCAPING NOTE:
LANDSCAPING DEPICTED IS EITHER EXISTING OR PLANNED. A LANDSCAPE
ARCHITECT WILL BE HIRED FOR THE FINAL DESIGN.



MURDOCK RESIDENCE
407 S. MAPLE AVE. BREA, CALIFORNIA 92821



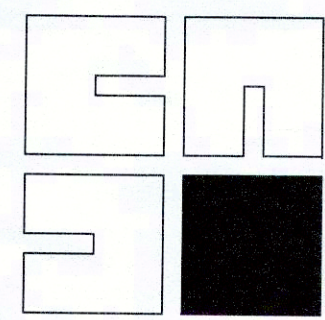
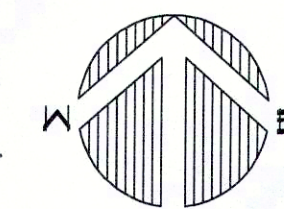
ACCESSORY DWELLING
UNIT (A.D.U.)



MAIN RESIDENCE

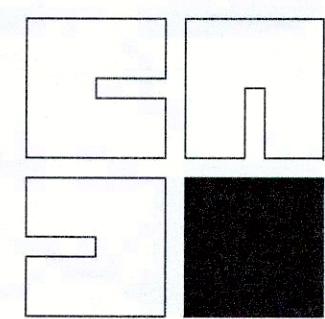
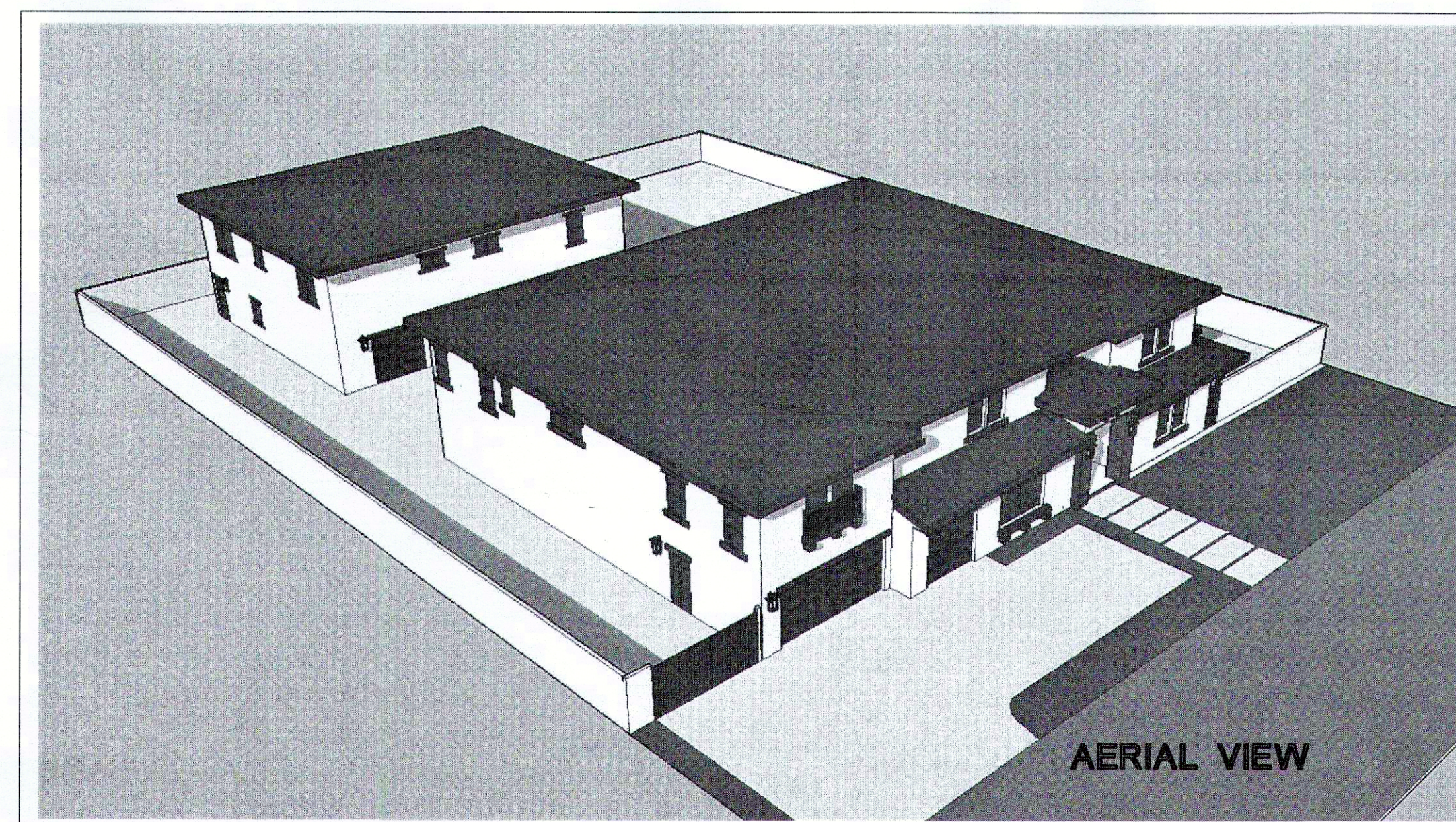
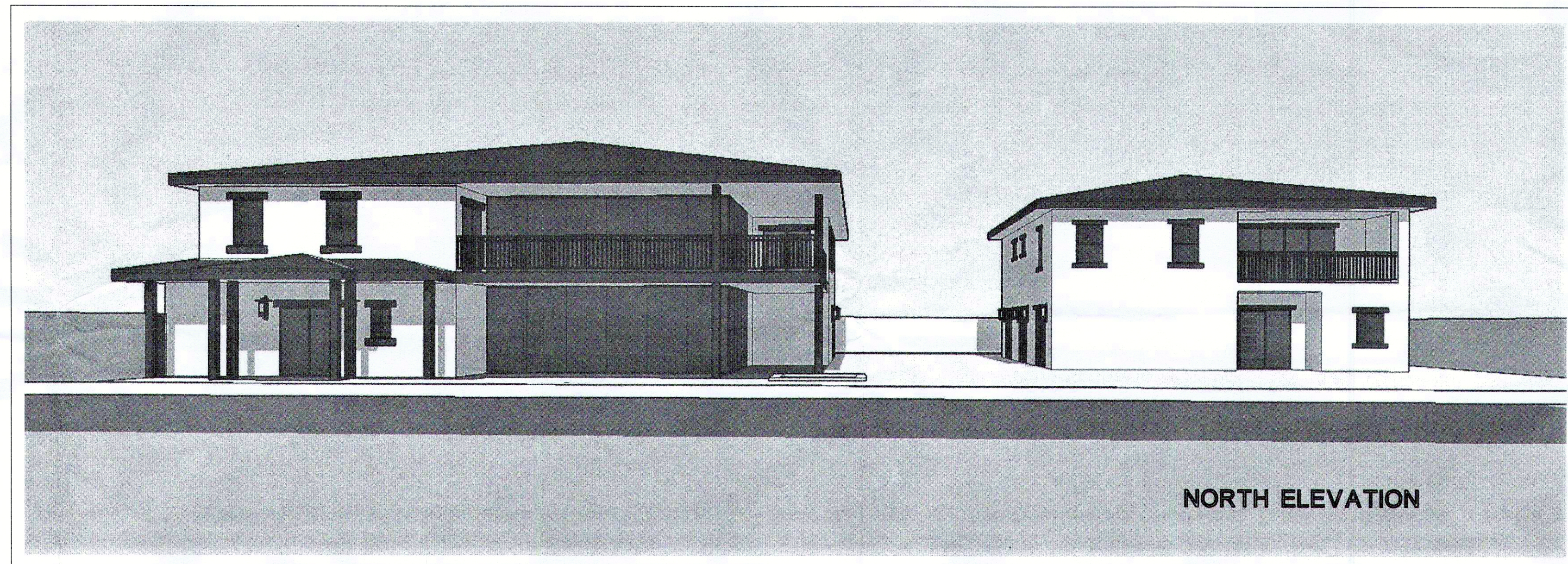
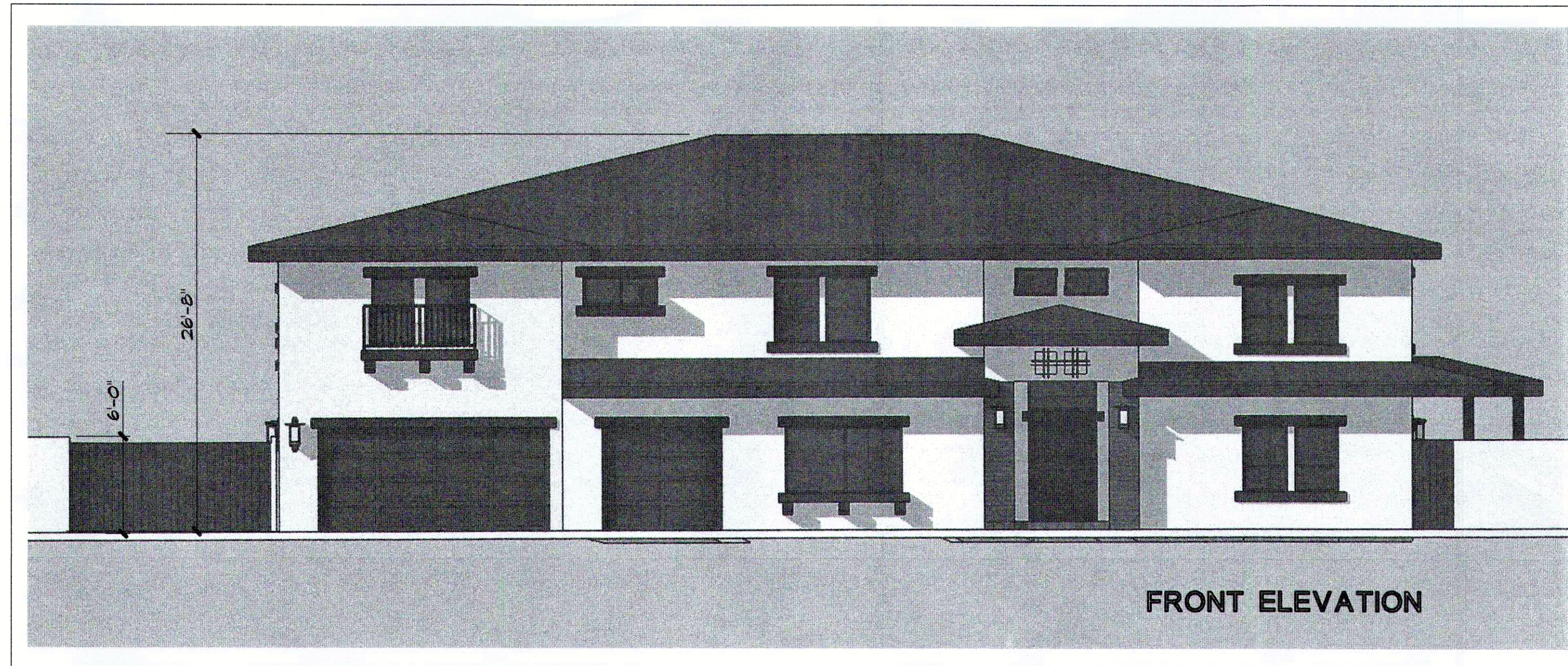
SECOND FLOOR PLANS

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



SCHWITZER
ARCHITECTS
1400 W. LAMBERT RD
SUITE E
BREA, CA 92821
TEL: 714.305.3998
dschwitzer@prodigy.net

MURDOCK RESIDENCE
407 S. MAPLE AVE. BREA, CALIFORNIA 92821



SCHMETZER
ARCHITECTS
1400 W. LAMBERT RD
SUITE E
BREA, CA 92821
TEL: 714.305.3498
dschmetzer@prodigy.net

MURDOCK RESIDENCE

407 S. MAPLE AVE. BREA, CALIFORNIA 92821

CERTIFICATE OF COMPATIBILITY HEARING

CC 19-02 407 Maple
November 18, 2019

4:00 p.m. - Executive Conference Room, Level 3

1. CALL TO ORDER

Director Crabtree called the meeting to order at 4:00 pm and explained the process of the Hearing.

Assistant Planner Montojo gave a presentation for the project.

2. PUBLIC HEARING

Director Crabtree opened the comment portion of the Public Hearing:

- **Russell Nowell** - Opposes the project and shared concerns regarding fire safety, the size of the home and compatibility with the neighborhood, traffic and potential use of the site, the CEQA determination and the timing of the Public Hearing notice.
- **Setsuko Mori** – Submitted a letter to Director Crabtree last week and read the letter into the record (see attached). She wants no action taken until a legal matter between she and the applicant is resolved. She also has concerns with the electrical lines. She asked why the City is supporting the project.
- **Don Schultz** – Read aloud the email he sent to the City Planner earlier today (see attached). Has concerns with the Public Hearing noticing being received late and requested the hearing be continued and held in the evening. Additional concerns: CEQA, setbacks, historic district, land use permit and who will occupy the building.
- **Don Schweitzer**, the applicant representative – thanked staff for their presentation and had no further comment to add.

Director Crabtree provided the applicant representative, Mr. Schweitzer, an opportunity to rebut or respond to any of the comments provided and he noted nothing more to add. Director Crabtree closed the Public Hearing.

Staff responded to issues raised as follows:

Assistant Planner Montojo said the project meets all development standards and the City did a 500' radius mailing vs. the state legal requirement of 300'.

Senior Planner Tinio stated the project meets the requirements under the CEQA guidelines for section 15303. She confirmed the property is not in any Historic district. Planner Tinio further explained staff's role in reviewing the project against the code and then making a recommendation to the Hearing Officer based on findings.

In response to Ms. Mori's letter of November 14, 2019 Director Crabtree noted he had spoken with the City Attorney's office who said the litigation between the two parties would not provide basis to postpone this Hearing. The City would not have a role to adjudicate the

ATTACHMENT 1
private litigation and must base its hearing decision on the legal findings required. Director Crabtree explained the City reviews the private application to make sure it meets all development standards and zoning codes.

Director Crabtree approved the project based on the required findings and conditions contained in Staff's draft resolution.

Meeting adjourned at 4:38 pm.



David Crabtree
Community Development Director

ATTEST:



Paige Montojo
Assistant Planner

David Crabtree
Community Development Director
1 Civic Center Circle
Brea, CA 928211

cc: Jennifer Lilley, City Planner, Melanie Schlotterbeck, Planning Commission Chair

Mr. Crabtree,

With this correspondence I am providing you with copies of an unresolved judgement against Mr. Brett Murdock. I believe it is premature and inappropriate to conduct the public hearing on Mr. Murdock's application scheduled for November 18. Until the open legal matters are fully resolved by Mr. Murdock's compliance with the court's decision, no other action should be taken by the City of Brea.

Regards,



Sue Mori and Hiroshi Ogino

11/14/19

Attachment: Judgment Against Murdock

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Orange
05/24/2019 at 04:00:41 PM
Clerk of the Superior Court
By Stacy Secours, Deputy Clerk

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 13 2019

DAVID H. YAMASAKI, Clerk of the Court

DONNA MONOMCHIL
BY: _____ DEPUTY

Russell P. Nowell, Esq. (SBN 132280)
Law Office of Russell P. Nowell
1440 N. Harbor Blvd., Suite 900
Fullerton, CA 92835

714-671-3030

russ.nowell@gmail.com

Attorneys for Plaintiffs Setsuko Mori
and Hiroshi Ogino

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

Setsuko Mori and Hiroshi Ogino,
Plaintiffs,

vs.

Brett Murdock, Veronica Murdock,
California Bank and Trust, a California
Corporation, and all persons unknown
claiming any legal or equitable right, title,
estate, lien, or interest in the property
described in the complaint adverse to
plaintiffs' title, or any cloud on plaintiffs' title
thereto, and DOES 1-20,

Defendants.

Case 30-2017-00921063-CU-OR-CJC

*Assigned to the Hon. Geoffrey Glass
Dept. C32*

[Proposed]

Judgment

Complaint filed: May 18, 2017

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

This Court, having taken the above-entitled matter under submission on January 30, 2019 and having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, hereby quiets the title to the disputed land and enters judgment on each cause of action as follows:

A. Complaint for Quiet Title.

On the cause of action for quiet title, judgment is entered for plaintiffs Setsuko Mori and Hiroshi Ogino and against defendants Brett Murdock, Veronica Murdock, and California Bank and Trust as follows:

1 1. An equitable easement is granted permitting Setsuko Mori and Hiroshi Ogino as
2 record owners of 406 Pine Avenue, Brea, California, the exclusive use and possession of
3 that portion of the real property in line with the block wall on the Northern side of their
4 property to the West, extending the line of the South face of that wall to the East for about
5 15' to the point along the line of the Easterly property line near the Northeasterly Corner
6 of their lot. This equitable easement shall be granted against any rights of possession or
7 use by the record owners of the lot at 407 Maple Avenue, to the Northeast. The legal
8 description of 406 Pine Avenue is attached as Appendix A. The legal description of 407
9 Maple Avenue is attached as Appendix B. The legal description of the area of the equitable
10 easement is attached as Appendix C.

11 2. Setsuko Mori and Hiroshi Ogino must pay \$2000 to Brett Murdock and Veronica
12 Murdock as the reasonable value of the equitable easement granted by the Court. The real
13 property at 406 Pine Avenue shall enjoy an equitable easement which runs with the land,
14 and does not expire upon transfer or sale of the real property at 406 Pine Avenue, Brea,
15 California.

16 3. Brett Murdock is ordered to remove the section of block wall that is in and upon
17 the property granted as an equitable easement within 45 days of the entry of judgment at
18 his own cost and expense. Any rebuilt wall shall not intrude in or upon the property
19 subject to the equitable easement granted herein.

20 4. This judgment on the quiet title cause of action only effects California Bank &
21 Trust as to issues of title and possession of the real property at 407 Maple Avenue against
22 which they have a secured lien. They have no obligations under the judgment.

23 5. The Court finds that neither party prevailed on this cause of action for purposes
24 of costs or attorney's fees.

25 **B. Complaint for Trespass.**

26 On the cause of action for trespass by Setsuko Mori and Hiroshi Ogino against Brett
27 Murdock and Veronica Murdock, the Court enters judgment for Setsuko Mori and Hiroshi
28 Ogino and against Brett Murdock as follows:

1 1. Brett Murdock trespassed against the quiet possession of property of Setsuko
2 Mori and Hiroshi Ogino.

3 2. The Court awards \$500 in damages to be paid by Brett Murdock to Setsuko Mori
4 and Hiroshi Ogino jointly.

5 3. The Court finds that neither party prevailed on this cause of action for purposes
6 of costs or attorney's fees. The Court does not award punitive damages on this cause of
7 action.

8 **C. Cross-Complaint for Trespass.**

9 On the cause of action for trespass alleged by Brett Murdock and Veronica Murdock
10 against Setsuko Mori and Hiroshi Ogino, the Court enters judgment for Setsuko Mori and
11 Hiroshi Ogino and against Brett Murdock and Veronica Murdock as follows:


12 1. The cross-defendants Setsuko Mori and Hiroshi Ogino did not trespass against
13 the cross-complainants Brett Murdock and Veronica Murdock.

14 2. Because judgment is for cross-defendants on this cause of action, no damages are
15 awarded.

16 3. The Court finds that neither party prevailed on this cause of action for purposes
17 of costs or attorney's fees.

18
19 IT IS SO ORDERED.

20
21 Dated: *June 13, 2019*

22
23
24 
25 Judge of the Superior Court

26 **GEOFFREY T. GLASS**

Appendix A

The legal description of 406 Pine Avenue, Brea, California, is as follows:

The Westerly 165 feet of that portion of Lot 5 of Tract No. 79, as shown on a Map recorded in Book 10, page 28, of Miscellaneous Maps, records of Orange County, California, described as follows:

Beginning at the most Northerly corner of Lot 1 of Tract No. 651, as shown on a Map recorded in Book 24, at page 31 of Miscellaneous Maps, records of Orange County, California, and running thence South 65° 50' East along the Northeasterly line of Tract No. 651, 345 feet to the center line of Maple Avenue as shown on said Map; thence North 24° 09' 30" East along the Northeasterly extension of the center line of said Maple Avenue, 124.25 feet; thence North 65° 50' West parallel with the Northeasterly line of said Tract No. 651, 345 feet to the Northwesterly line of Lot 5 of said Tract No. 79; thence South 24° 09' 30" West along the Northeasterly line of said Lot 5, 124.25 feet to the point of beginning.

EXCEPTING therefrom the Southwesterly 62.25 feet thereof.

EXCEPTING also, therefrom the Westerly 30 feet of said lot included in Pine Street.

Appendix B

The legal description of the July 15, 2015 Grant Deed to 407 Maple Avenue, Brea, California, is as follows:

That portion of Lot 5 of Tract No. 79, as shown on a Map thereof recorded in Book 10, Page 128 of Miscellaneous Maps, records of said Orange County, described as follows:

Beginning at a point in the Northwestern line of said Lot 5, distant thereon North $24^{\circ} 12' 14''$ East 124.25 feet from the most Northerly corner of Lot 1 of Tract No. 651 as shown on a map thereof recorded in Book 24, Page 31 of Miscellaneous Maps, records of said Orange County, running thence South $65^{\circ} 47' 46''$ East parallel with the East line of Maple Street as shown on said map of Tract No. 651, 150 feet to the True Point of Beginning of this description, Thence North $24^{\circ} 12' 14''$ East parallel with the East line of Maple Street as shown on said Map of Tract No. 651, 124.75 feet; Thence South $65^{\circ} 47' 46''$ East parallel with the East line of Maple Street as shown on said Map of Tract No. 651, 195.10 feet to a point on the Northeasterly extension of the Center Line of South Maple Avenue, as shown on said Map of Tract No. 651; Thence South $24^{\circ} 12' 14''$ West parallel with the East line of Maple Street, 124.25 feet; Thence North $65^{\circ} 47' 46''$ West 195.10 feet to the True Point of Beginning.

Appendix C

The legal description of the property to which an equitable easement is granted in favor of the owners of 406 Pine Avenue, Brea, California, is as follows:

A strip of property in line with the south face of the East-West block wall constructed along the Western part near the Northerly property line of 406 Pine Avenue, commencing at a point about 14.5" from the monument at about the 120' marker on the Northeasterly Property line of 406 Pine Avenue in a northerly direction perpendicular to the Northeasterly property line, and continuing Easterly from that point parallel to the Northeasterly property line of 406 Pine Avenue for a distance of 15 feet, thence Southerly about 14.5" in a direction parallel with the Easterly property line of 406 Pine Avenue.

PROOF OF ELECTRONIC SERVICE

I declare that I am a resident of or employed in the County of Orange, State of California.

I am over the age of 18 years.

The name and address of my business is Law Office of Russell P. Nowell, 1440 N. Harbor Blvd., Suite 900, Fullerton, CA 92835.

On May 6, 2019, I served the Proposed Judgment in Case No. 30-2017-00921063-CU-OR-CJC on the parties listed below by electronic service (e-mail) - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has electronically filed a document with the Court.)

Brett Murdock, Attorney for Defendants, 324 South Brea Blvd., Brea, CA 92821
brett@brettmurdock.com, Notification Sent - 5/6/2019 4:37 PM PT, and
brettmurdock1@gmail.com, Notification Sent - 5/6/2019 4:37 PM PT,
through the One Legal eServe process.

Additional service was made of this additional copy refiled as of May 14, 2019, at or about 4 pm, through One Legal eServe to:

Brett Murdock, Attorney for Defendants, 324 South Brea Blvd., Brea, CA 92821
brett@brettmurdock.com and to brettmurdock1@gmail.com.

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 was executed on May 14, 2019, at Brea, California.

/s/_____

Russell P. Nowell

Crabtree, David

From: ken schultz <kenner8or@earthlink.net>
Sent: Sunday, November 17, 2019 6:56 PM
Cc: Gallardo, Bill; Marick, Christine; Crabtree, David; Parker, Glenn; Simonoff, Marty; Vargas, Steven
Subject: Consideration of Certificate of Compatibility No. CC 19-02

Good Morning Jennifer,

This email meant to be addressed to Jennifer Lilley, for some reason I can not find an email address for her. I don't know why, I would think she should be listed.

Would one of you that were CC'd please forward this on to Jennifer.

This "notice of public hearing" letter was received in the mail at 4pm, Tuesday the 11th by me and a few other of my neighbors. Monday was a Holiday in remembrance of Veterans day. It involves the property at 407 Maple, owned by Brett Murdock. He has "requested to construct a new 9464 square foot single family residence and a 3891 square foot accessory structure inclusive of a two car garage, recreation room and 1938 square foot accessory dwelling unit". Why was there such short notice given to me and my neighbors? The meeting is scheduled for November 18, 2019 at 4pm. There are at least three of my neighbors that won't be able to attend due to prior engagements. This, in my opinion, does not represent good Community Outreach. My neighbors and I are requesting that this meeting be postponed until after Thanksgiving and please schedule it for 7pm. That way they will be able to attend without missing any work.

- Are we going to have a hearing before the buildings at 407 Maple are demolished? Not like the houses at Cedar and Elm.
- Is the 3891 square foot accessory structure inclusive of a two car garage going to be used for commercial intent.....like a law office?
- This may be legal that we received this notice 4 business days before the meeting but it is not appropriate.
- I feel like I am being pushed/ram rodded into project acceptance.

Respectfully,

Ken Schultz
412 Maple Ave.

City of Brea

RECEIVED

APPEAL APPLICATION

NOV 27 2019

Note: An appeal must be filed within ten days of the action being appealed.

OFFICE OF THE
CITY CLERK

Filing Fee: \$ 50 - Brea Residents


\$375 - Any others - Deposit against hourly charge of Adopted Hourly Rates

APPELLANT: **Name:** Setsuko Mori and Hiroshi OGINO
 Address: 406 S. Pine Ave., Brea, Ca 92821
 Telephone: (714)529-5553

ACTION BEING APPEALED: (Case No.; Property Location; Deciding Body) CC 19-02
407 S. Maple Ave., Brea Ca 92821
Approved by planning director, Mr. David Crabtree, on November 18, 2019

DATE OF ACTION BEING APPEALED: 11/18 2019

SPECIFIC BASIS FOR THIS APPEAL: Existence of unresolved open judgment against
the applicant, Mr. Brett Murdock
Unless unresolved open judgment against the applicant encumbering
the property is fully resolved, CC should be tabled to have the civil
action run it's course.
The judgment is attached.

DATED: 11/27 '19 **SIGNATURE:** S. Mori 

Please return this application to the Office of the City Clerk.

+++++

++

CITY USE ONLY

_____ FEES PAID
 _____ DATE REC'D.

HEARING DATE _____

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Orange
05/24/2019 at 4:00:41 PM
Clerk of the Superior Court
By Stacy Sorensen, Deputy Clerk

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 13 2019

DAVID H. YAMASAKI, Clerk of the Court
DAVID H. YAMASAKI
BY: _____, DEPUTY

Russell P. Nowell, Esq. (SBN 132280)
Law Office of Russell P. Nowell
1440 N. Harbor Blvd., Suite 900
Fullerton, CA 92835

714-671-3030

russ.nowell@gmail.com

Attorneys for Plaintiffs Setsuko Mori
and Hiroshi Ogino

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

Setsuko Mori and Hiroshi Ogino,
Plaintiffs,

vs.

Brett Murdock, Veronica Murdock,
California Bank and Trust, a California
Corporation, and all persons unknown
claiming any legal or equitable right, title,
estate, lien, or interest in the property
described in the complaint adverse to
plaintiffs' title, or any cloud on plaintiffs' title
thereto, and DOES 1-20,

Defendants.

Case 30-2017-00921063-CU-OR-CJC

*Assigned to the Hon. Geoffrey Glass
Dept. C32*

[Proposed]

Judgment

Complaint filed: May 18, 2017

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

This Court, having taken the above-entitled matter under submission on January 30, 2019 and having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, hereby quiets the title to the disputed land and enters judgment on each cause of action as follows:

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4 property to the West, extending the line of the South face of that wall to the East for about
5 15' to the point along the line of the Easterly property line near the Northeasterly Corner
6 of their lot. This equitable easement shall be granted against any rights of possession or
7 use by the record owners of the lot at 407 Maple Avenue, to the Northeast. The legal
8 description of 406 Pine Avenue is attached as Appendix A. The legal description of 407
9 Maple Avenue is attached as Appendix B. The legal description of the area of the equitable
10 easement is attached as Appendix C.

11 2. Setsuko Mori and Hiroshi Ogino must pay \$2000 to Brett Murdock and Veronica
12 Murdock as the reasonable value of the equitable easement granted by the Court. The real
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14 and does not expire upon transfer or sale of the real property at 406 Pine Avenue, Brea,
15 California.

16 3. Brett Murdock is ordered to remove the section of block wall that is in and upon
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19 subject to the equitable easement granted herein.

20 4. This judgment on the quiet title cause of action only effects California Bank &
21 Trust as to issues of title and possession of the real property at 407 Maple Avenue against
22 which they have a secured lien. They have no obligations under the judgment.

23 5. The Court finds that neither party prevailed on this cause of action for purposes
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26 On the cause of action for trespass by Setsuko Mori and Hiroshi Ogino against Brett
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14 2. Because judgment is for cross-defendants on this cause of action, no damages are
15 awarded.

16 3. The Court finds that neither party prevailed on this cause of action for purposes
17 of costs or attorney's fees.

18

19 IT IS SO ORDERED.

20

21 Dated:

June 13, 2019

22

23

24

25 Judge of the Superior Court

26

GEOFFREY T. GLASS

27

28

Appendix A

The legal description of 406 Pine Avenue, Brea, California, is as follows:

The Westerly 165 feet of that portion of Lot 5 of Tract No. 79, as shown on a Map recorded in Book 10, page 28, of Miscellaneous Maps, records of Orange County, California, described as follows:

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651, 345 feet to the Northwesterly line of Lot 5 of said Tract No. 79; thence South $24^{\circ} 09' 30''$ West along the Northeasterly line of said Lot 5, 124.25 feet to the point of beginning.

EXCEPTING therefrom the Southwesterly 62.25 feet thereof.

EXCEPTING also, therefrom the Westerly 30 feet of said lot included in Pine Street.

Appendix B

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Appendix C

The legal description of the property to which an equitable easement is granted in favor of the owners of 406 Pine Avenue, Brea, California, is as follows:

A strip of property in line with the south face of the East-West block wall constructed along the Western part near the Northerly property line of 406 Pine Avenue, commencing at a point about 14.5" from the monument at about the 120' marker on the Northeasterly Property line of 406 Pine Avenue in a northerly direction perpendicular to the Northeasterly property line, and continuing Easterly from that point parallel to the Northeasterly property line of 406 Pine Avenue for a distance of 15 feet, thence Southerly about 14.5" in a direction parallel with the Easterly property line of 406 Pine Avenue.

PROOF OF ELECTRONIC SERVICE

I declare that I am a resident of or employed in the County of Orange, State of California.

I am over the age of 18 years.

The name and address of my business is Law Office of Russell P. Nowell, 1440 N. Harbor Blvd., Suite 900, Fullerton, CA 92835.

On May 6, 2019, I served the Proposed Judgment in Case No. 30-2017-00921063-CU-OR-CJC on the parties listed below by electronic service (e-mail) - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has electronically filed a document with the Court.)

Brett Murdock, Attorney for Defendants, 324 South Brea Blvd., Brea, CA 92821

brett@brettmurdock.com, Notification Sent - 5/6/2019 4:37 PM PT, and

brettmurdock1@gmail.com, Notification Sent - 5/6/2019 4:37 PM PT,

through the One Legal eServe process.

Additional service was made of this additional copy refiled as of May 14, 2019, at or about 4 pm, through One Legal eServe to:

Brett Murdock, Attorney for Defendants, 324 South Brea Blvd., Brea, CA 92821

brett@brettmurdock.com and to brettmurdock1@gmail.com.

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 was executed on May 14, 2019, at Brea, California.

/s/ _____

Russell P. Nowell

Appeal Application Attachment

RECEIVED

DEC 02 2019

OFFICE OF THE
CITY CLERK

December 2, 2019

Applicant:

Setsuko Mori and Hiroshi Ogino
406 S. Pine Ave.
Brea, CA 92821
714-529-5553

Action being appealed:

Certificate of Compatibility No. CC 19-02
407 S. Maple Ave., Brea CA 92821

Approved by the planning director, Mr. David Crubtree, on November 18, 2019

Basis of Appeal

The open judgment against Mr. Murdock for a property boundary violation should be resolved before the city entertains providing any special entitlements. The unresolved civil matter involves a real property related dispute with a default on the judgment and no attempt by Mr. Murdock to comply with the final judgment in a timely manner. Reversing Mr. Crabtree's decision and tabling any further consideration of Mr. Murdock's application seems well within the Commission's purview.

City of Brea

APPEAL APPLICATION

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CITY CLERK

Note: An appeal must be filed within ten days of the action being appealed.

Filing Fee: \$ 50 - Brea Residents

\$375 - Any others - Deposit against hourly charge of Adopted Hourly Rates

APPELLANT: Name: Russell P. Nowell
 Address: 405 Pine Ave, Brea, CA 92821
 Telephone: (714) 671-3030

ACTION BEING APPEALED: (Case No.; Property Location; Deciding Body)

Case: Certificate of Compatibility No. CC 19-02Location: 407 Maple Ave, Brea, CA 92821Deciding Body: Community Development DirectorDATE OF ACTION BEING APPEALED: Nov. 18, 2019

SPECIFIC BASIS FOR THIS APPEAL: (1) As an application for both a variance and an ADU in a low-density residential urban zone, this project is not exempt from CEQA under 14 CCR 15303. (2) The structures are too large in volume, with uninterrupted roof lines to be compatible or in harmony, and is economically and aesthetically detrimental. (3) Lack of due notice, (4) See Attached

DATED: 12/2/2019 SIGNATURE: Russell P. Nowell

Please return this application to the Office of the City Clerk.

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CITY USE ONLY

FEES PAID

DATE REC'D.

HEARING DATE

APPEAL of CC 19-02 to approve 13,355 SF Compound at 407 Maple

12/2/2019

We appeal the Certificate of Compatibility for the following reasons:**FIRE SAFETY ENCROACHMENT VIOLATIONS**

1. The North wall was built to encroach upon the adjacent properties. There is insufficient clearance for a fully equipped firefighter to access the adjacent properties to fight fires. Fire department input should be required BEFORE the CC is approved.

On the north side, the drawing provided with the application does not show the wall as built. The wall is not straight, but encroaches both properties to the North. There is insufficient room for a fully equipped fireman to pull a hose from the fire hydrant at 405 Pine Avenue because the wall is built too close to long existing structures, or to pull a hose on the northeastern side of the wall from Maple Street. This is a hazard to our safety personnel and residents.

13,355 SF IS NOT COMPATIBLE: IT IS INCONSISTENT WITH NEIGHBORHOOD

2. THE BUILDING OF SIMPLE BOX McMANSIONS is economically detrimental to the price per square foot in an R-1 zoning—this will drive down the value of other homes.

The BUILDING of a maximum square foot simple two story box design with a simple hip roof is aesthetically inconsistent with the neighborhood, which does not have any R1 structures this large with a simple hip roof.

The requested **13,355 square foot** compound of buildings is inconsistent with the neighborhood.

400 Block of Maple	Living Area*
427 Maple	0
430 Maple	0
417 Maple	1152
406 Maple	1200
434 Maple	1232
435 Maple	1269
414 Maple	1313
411 Maple	1464
415 Maple	1738
410 Maple	1825
446 Maple	1934
423 Maple	2001
422 Maple	2046
440 Maple	2093

407 Maple	2195
412 Maple	2203
404 Maple	2447
Average Living Area	1536
Median Living Area	1738

**Data from Datatree by First American Title Company as of November 14, 2019.*

The use in the neighborhood is consistently small single family residences. On the 400 block of Maple, the average living area is 1536 sf and a median of 1738 sf. Most lots have residences, which range in size from 1152 sf to a high of 2447 sf. **On the 400 block of Maple, the trees outweigh the houses.**

The proposed **13,355 square foot** of buildings is **11.6 times the size** of the smallest house on the block and 5.4 times the size of the largest house on the block. The proposal of **13,355 square feet** of buildings on a single lot is not consistent with the neighborhood. It also is not consistent with an R-1 Single Family Residence and Accessory Dwelling Unit.

This **13,355 square foot** of buildings proposed by Mr. Murdock looks more like a hotel or recovery or treatment facility. With an average hotel occupancy of 1 keyed room per about 420 square feet of living space, we would expect the equivalent of over 20 guest rooms to be occupied by 1 to 2 people each to make use of the livable square footage. (deRoos, J. A. (2011). Planning and programming a hotel [Electronic version]. Retrieved Nov. 14, 2019, from Cornell University, School of Hospitality Administration site: <https://scholarship.sha.cornell.edu/cgi/viewcontent.cgi?article=1293&context=articles>).

NEED FOR EIR

3. The design of the structure appears to be for the purpose of operating a B&B, Air B&B, small hotel or recovery or treatment facility, which requires an EIR. CEQA Section 15303(a) (14 CCR 15303(a) (2)) does not apply, since this not "One single-family residence, or a second dwelling unit in a residential zone," but for both at the same time. Because this proposed project is so out of character with the existing neighborhood, its approval is at least in part discretionary. *Day v. City of Glendale*, 51 Cal.App.3rd 817, 14 CCR 15268(d); Cal. Pub. Res. Code Section 21080(b)(1).

PLAN DRAWING INCORRECT

4. The north block wall as built does not match the plan. The incorrect drawing fails to provide adequate notice. The plan should be rejected until the drawing is corrected.

NOTICE OBJECTION

5. We object that Notice was insufficient.

December 2, 2019

Russell P. Nowell
405 Pine Avenue
Brea, CA 92821

RECEIVED

DEC 10 2019

OFFICE OF THE
CITY CLERK

City of Brea

APPEAL APPLICATION

Note: An appeal must be filed within ten days of the action being appealed.

Filing Fee: \$ 50 - Brea Residents

\$375 - Any others - Deposit against hourly charge of Adopted Hourly Rates

APPELLANT: **Name:** Rana & Jason Kim
 Address: 402 Pine Ave Brea CA 92821
 Telephone: (714) 853-5085

ACTION BEING APPEALED: (Case No.; Property Location; Deciding Body)407 MAPLECC 19-02**DATE OF ACTION BEING APPEALED:** 11/14/19**SPECIFIC BASIS FOR THIS APPEAL:** _____please see attached**DATED:** 11/25/19 **SIGNATURE:** R. Kim**Please return this application to the Office of the City Clerk.**

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CITY USE ONLY

FEES PAID
DATE REC'D.

HEARING DATE _____

Objections to CC 19-02 to approve 13,355 SF Compound at 407 Maple

11/14/2019, to Brea Community Development Dept./Commission:

We object to the proposed Certificate of Compatibility for the following reasons:

FIRE SAFETY ENCROACHMENT VIOLATIONS

1. The North wall was built to encroach upon the adjacent properties. There is insufficient clearance for a fully equipped firefighter to access the adjacent properties to fight fires. Fire department input should be required BEFORE the CC is approved.

On the north side, the drawing provided with the application does not show the wall as built. The wall is not straight, but encroaches both properties to the North. There is insufficient room for a fully equipped fireman to pull a hose from the fire hydrant at 405 Pine Avenue because the wall is built too close to long existing structures, or to pull a hose on the northeastern side of the wall from Maple Street. This is a hazard to our safety personnel and residents.

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The use in the neighborhood is consistently small single family residences. On the 400 block of Maple, the average living area is 1536 sf and a median of 1738 sf. Most lots have residences, which range in size from 1152 sf to a high of 2447 sf. **On the 400 block of Maple, the trees outweigh the houses.**

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This appears to be a planned conversion for a B&B hotel space or a home based residential addiction recovery, Alzheimer's, or other care facility, which, at this level of occupancy would be inconsistent with the neighborhood. There are over 10 rooms that could be used as bedrooms. The ADU is larger than most of the existing residences. The parking is inadequate for 10 bedrooms.

NEED FOR EIR

3. The design of the structure appears to be for the purpose of operating a B&B, Air B&B, small hotel or recovery or treatment facility, which requires an EIR. CEQA Section 15303(a) (14 CCR 15303(a) (2)) does not apply, since this not "One single-family residence, or a second dwelling unit in a residential zone," but for both at the same time. Because this proposed project is so out of character with the existing neighborhood, its approval is at least in part discretionary. *Day v. City of Glendale*, 51 Cal.App.3d 817, 14 CCR 15268(d); Cal. Pub. Res. Code Section 21080(b)(1).

PLAN DRAWING INCORRECT

4. The north block wall as built does not match the plan. The incorrect drawing fails to provide adequate notice. The plan should be rejected until the drawing is corrected.

NOTICE OBJECTION

5. We object that Notice was insufficient, and request a list of all persons to whom notice was sent, and when notice was sent.

November 14, 2019

Russell P. Nowell
405 Pine Avenue
Brea, CA 92821

DRAFT

PLANNING COMMISSION MEETING MINUTES STUDY SESSION February 25, 2020

STUDY SESSION 6:00 p.m. - Executive Conference Room, Level 3

CALL TO ORDER / ROLL CALL

Chair Schlotterbeck called the Study Session to order at 6:04 p.m. All members were present.

1. MATTERS FROM THE AUDIENCE

None.

2. REORGANIZATION

Commissioner Brattain nominated Vice Chair McGrade as Chair.
Commissioner Phu seconded. There were no other nominations.
Motion carried 5-0.

Chair McGrade nominated Commissioner Brattain as Vice Chair.
Commissioner Barnes-Ramos seconded. There were no other nominations.
Motion carried 5-0.

3. AGENDA ITEMS / CLARIFY REGULAR MEETING TOPICS

City Planner Lilley reported there were non-substantive typographical errors and noted that staff received additional correspondence which were included in a distributed attachment.

Attorney Flower suggested that clarifications for the Mercury Project be answered during the Public Hearing.

4. INFORMATIONAL / PROJECT UPDATES

Assistant Planner Montojo reported that in March 2020, the Planning Commission will discuss approval for precise development and design review for 201 North Berry Street. The applicant is proposing to demolish the existing building and construct a new industrial building approximately 108,000 square feet in size.

Associate Planner Magana provided an update on the Brea Mall project; noting the public comment period ends March 2, 2020; and noted the members of Simon were present with material, elevations and a model related to the project.

Planning Commissioners directed staff to ensure more information on:the reasons for the placement of the residential structure, connectivity to Brea Trails and alignment with Brea Envisions. They also requested copies of the track map, parcel map and Development Agreement.

Chair McGrade adjourned the Study Session at 6:28 p.m.

**PLANNING COMMISSION
PUBLIC HEARINGS
7:00 p.m. - Council Chambers, Plaza Level**

5. CALL TO ORDER / ROLL CALL - COMMISSION

Chair McGrade called the Planning Commission meeting to order at 7:04 p.m.

Present: Chair McGrade; Commissioner Schlotterbeck; Commissioner Barnes-Ramos; Vice Chair Brattain;
Commissioner Phu

6. INVOCATION

Pastor Daniel Mendoza from Celebration OC delivered the invocation.

7. PLEDGE OF ALLEGIANCE

Planning Commissioner Schlotterbeck led the Pledge of Allegiance.

8. MATTERS FROM THE AUDIENCE

None.

APPROVAL OF MINUTES

9. APPROVAL OF PLANNING COMMISSION MEETING MINUTES OF JANUARY 28, 2020.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Barnes-Ramos to approve the January 28, 2020 Planning Commission meeting minutes.

AYES: Chair McGrade, Commissioner Schlotterbeck, Commissioner
Barnes-Ramos, Vice Chair Brattain, Commissioner Phu

Passed

PUBLIC HEARINGS

10. CONDITIONAL USE PERMIT NO. CUP 20-03 - 1065 BREA MALL, SUITE 1121A

Contract Planner Sheri Vander Dussen provided a PowerPoint that included the business operations, information about events, and the proposed alcoholic beverage service.

The applicant clarified he is seeking approval for beer and other malt beverage sales only – no wine or spirits. He also clarified that upon approval, the Brea Play Live Nation will be the first California location to serve beer/malt beverages.

Chair McGrade opened the public hearing.

Hearing no testimony, Chair McGrade closed the public hearing.

Staff reported that Condition D on the Resolution has the wrong use permit number which will be corrected.

Motion was made by Commissioner Schlotterbeck, seconded by Vice Chair Brattain to approve On-Site Sale of Beer and Other Malt Beverages at Play Live Nation Brea Located at 1065 Brea Mall, Suite 1121A in the Major Shopping Center Zone (Precise Development), C-C(PD).

AYES: Chair McGrade, Commissioner Schlotterbeck, Commissioner Barnes-Ramos, Vice Chair Brattain, Commissioner Phu

Passed

11. CONDITIONAL USE PERMIT NO. CUP 20-02 - NO LIMITS LEARNING CENTER

Contract Planner Sheri Vander Dussen provided a PowerPoint that included the project background, location and proposed operations.

The applicant reported that the business has grown tremendously in a short amount of time so she is seeking a larger space to accommodate additional students.

In response to Planning Commissioner's questions, staff clarified that if the business was to cease operation, the 90 parking stalls can be reallocated to the new tenant and also clarified that the proposed project has adequate parking.

Chair McGrade opened the public hearing.

Hearing no testimony, Chair McGrade closed the public hearing.

Motion was made by Vice Chair Brattain, seconded by Commissioner Phu to approve a Conditional Use Permit 20-02 to operate a learning center for adults with minor developmental disabilities within the M-1 (PD) Light Industrial (Precise Development) zone.

AYES: Chair McGrade, Commissioner Schlotterbeck, Commissioner Barnes-Ramos, Vice Chair Brattain, Commissioner Phu

Passed

12. CONSIDERATION OF CONDITIONAL USE PERMIT NO. CUP 20-01 - SELF STORAGE

Due to a potential conflict, Chair McGrade recused himself and left the Chambers during discussion of this item.

Assistant Planner Montojo presented a PowerPoint that included the project location, background, features, parking analysis, and truck loading information.

In response to Planning Commissioner's questions, staff clarified that based on current practices in the City, the parking is appropriate and noted this hearing is for a parking CUP which does not include design review.

The applicant commended staff for their work, stated that their existing storage facilities have a 95-98% occupancy, and noted that from experience there is adequate parking.

Vice Chair Brattain opened the public hearing.

Hearing no testimony, Vice Chair Brattain closed the public hearing.

Staff reported that there are corrections to the packet related to the CUP citation number and the date of the public hearing.

Commissioner Schlotterbeck disclosed that she visited the project location.

Motion was made by Commissioner Phu, seconded by Commissioner Schlotterbeck to modify off-street parking requirements for the use and to relieve truck loading requirements for a proposed self-storage facility in the M-1 Light Industrial Zone.

AYES: Commissioner Schlotterbeck, Commissioner Barnes-Ramos, Vice Chair Brattain, Commissioner Phu

Other: Chair McGrade (RECUSE)

Passed

13. CONDITIONAL USE PERMITS NO. CUP 20-04 AND CUP 20-05 - RUBY'S DINER LOCATED AT 215 SOUTH BREA BLVD

Associate Planner Magana presented a PowerPoint that included the project location, signage in other cities, existing signs in downtown Brea, Birch Street elevation, location of the primary entrance, Brea Blvd. elevation, design team recommendations, proposal for alcohol, and staff's recommendation.

In response to Planning Commissioner's questions, staff clarified that Birch Street lofts are above the diner and noted that an encroachment permit will be needed to allow the encroachment over the City sidewalk and lot line, which will need approval by the City's Engineering Division.

In response to Planning Commissioner's questions, the applicant clarified that this will be the first Ruby's corner location and that the existing window will be used for food pick-up.

Chair McGrade opened the public hearing

Mike from Craig Realty Group expressed support for the project.

Hearing no further testimony, Chair McGrade closed the public hearing.

In response to Planning Commissioner's questions, staff clarified that the first sentence was stricken from page 5 - item F, discussed adding a statement to Condition D to include that no City tree shall be trimmed/removed or negatively impacted by the project, and stated that it is not necessary/appropriate to add a Condition for the rotating sign.

Motion was made by Vice Chair Brattain, seconded by Commissioner Schlotterbeck to approve Conditional Use Permits No. CUP 20-04 - signs in compliance with the downtown architectural control criteria and 20-05 to allow on-site service of full alcohol for Ruby's Diner located at 215 South Brea Boulevard in the MU-1, Mixed Use I Zone.

AYES: Chair McGrade, Commissioner Schlotterbeck, Commissioner Barnes-Ramos, Vice Chair Brattain, Commissioner Phu

Passed

14. APPEAL OF COMMUNITY DEVELOPMENT DIRECTOR'S DECISION OF CERTIFICATE OF COMPATIBILITY NO. CC 19-02 FOR PROPERTY LOCATED AT 407 S. MAPLE AVE.

Assistant Planner Montojo reported that there were 4 (four) letters of support sent to staff and she provided a PowerPoint presentation that included information about the Certificate of Compatibility; the past hearing summary; project background; proposed site plan; floor plans; development standards; elevations; colors and materials; and findings.

In response to Planning Commissioner's questions, staff stated indemnity clause was omitted by oversight; reported that the water flow requirements are to ensure that there is adequate water to serve both units; confirmed that the property is not historically designated; and explained that all new homes require fire sprinklers.

Chair McGrade opened the public hearing.

Dan Leper, Scott, Sean Paxson, Pat Lastra, Carmen Manostroso, Roni Murdock, Derrick Laughlin, Richard Balum, John Koos, and Brett Murdock expressed support for the project.

The applicant noted that the project complies with all of the requirements, noted that there were letters of support from residents who couldn't attend and stated that he

planted 52 trees around the property for neighbor privacy.

Russ Nowell, Sue Mori, Rana Kim, and Pat Lastra expressed opposition to the project stating privacy issues, economic impact, and on-going civil matter.

Hearing no further testimony, Chair McGrade closed the public hearing.

In response to a public comment about a possible conflict due to one of the Planning Commissioner's living within 1000 feet of the project property, it was noted that all of the Planning Commissioner's live more than 1000 feet of the project property.

In response to the Planning Commissioner's questions, staff stated that the City is not party to the current civil matter so the civil matter will not be discussed.

Chair McGrade called a recess at 9:01 p.m.

Chair McGrade reconvened the meeting at 9:20 p.m.

Motion was made by Commissioner Schlotterbeck, seconded by Vice Chair Brattain to adopt the resolution, denying the appeal and upholding the Community Development Director's approval of Certificate of Compatibility No. CC 19-02.

AYES: Chair McGrade, Commissioner Schlotterbeck, Commissioner Barnes-Ramos, Vice Chair Brattain, Commissioner Phu

Passed

15. ZONE CHANGE NO. ZC 19-01, PLANNED COMMUNITY MASTER PLAN NO. PCMP 19-01, DEVELOPMENT AGREEMENT NO. DA 19-01, AND FINAL ENVIRONMENTAL IMPACT REPORT NO. FEIR 19-01 FOR THE MERCURY RESIDENTIAL DEVELOPMENT PROPOSAL AT THE SOUTHEAST CORNER OF MERCURY LANE AND BERRY STREET.

A presentation was given by Senior Planner Tinio to outline the entitlements being considered. She presented a PowerPoint that included parking, residential noise requirements, workforce housing, community benefits, and additional communication received.

In response to Planning Commissioner's questions, staff confirmed that the indemnification clause is included in the Development Agreement; noted that there are conditions highlighted and details missing which will be brought back after Planning Commission direction; stated that language was included to provide what the parking management plan may contain; discussed guest parking; clarified that the overnight parking program was for residential property not for commercial or industrial uses; confirmed that there is no trash truck impact; and added that noise parameters are required.

Chair McGrade opened the public hearing.

Attorney for the applicant stated that they are proposing the Parking Management plan be completed after approval.

Collette Morse, Morse Planning Group explained that there will be bicycle spaces and EV parking available that will be determined after approval.

Dwight Manley, applicant, expressed concern that the existing codes are only required for certain projects. He discussed the noise, illegal parking of trucks, and the benefits of workforce housing.

In response to Planning Commissioner's questions, the applicant highlighted the benefits of having workforce housing in the City, noted that there will be one year lease terms, and explained a potential bike/car share program to be determined after approval.

Attorney for the applicant explained the process in determining qualifications.

Geoffrey Etnire, attorney for Pacific Plastics, Inc., provided a PowerPoint that included the history of the company, next steps, examples of missing items, and requested recommendation.

Wayland Bueser (Walter's Wholesale) read a letter in support for the project.

SPX employee and Jandro Parducho, COO Pacific Plastics, expressed opposition to the project.

Dwight Manley, Tom, and Andrew expressed support for the project.

Hearing no further testimony, Chair McGrade closed the public hearing.

Staff addressed questions from Planning Commissioners about the Development Agreement, guest parking in the public parking garage, loading zone size, the number of spaces in the parking structure, site specific for the Core Plan, additional parking on Mercury Lane and noise conditions.

Due to the amount of testimony the Commissioners received, Chair McGrade requested to continue the item to the next regularly scheduled Planning Commission Meeting in March 2020.

The Commission directed staff to bring back resolutions and conditions of approval.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Barnes-Ramos to continue the meeting to the next regularly scheduled meeting on March 24, 2020.

AYES: Chair McGrade, Commissioner Schlotterbeck, Commissioner Barnes-Ramos, Vice Chair Brattain, Commissioner Phu

Passed

ADMINISTRATIVE ITEMS

None.

16. COMMITTEE REPORTS

Vice Chair Brattain reported that the Art in Public Places meeting that was rescheduled.

17. INFORMATIONAL / PROJECT UPDATES

None.

18. ADJOURNMENT

Chair McGrade adjourned the meeting at 11:24 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 25th day of February, 2020.

Jennifer A. Lilley, AICP, City Planner

James McGrade, Chair

RESOLUTION NO. PC 20-06

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BREA
DENYING AN APPEAL REQUEST AND UPHOLDING THE COMMUNITY
DEVELOPMENT DIRECTOR DECISION TO APPROVE CERTIFICATE OF
COMPATIBILITY NO. CC 19-02 FOR THE COMPATIBILITY OF A NEW 9,464
SQUARE FOOT SINGLE FAMILY RESIDENCE AND A 3,891 SQUARE FOOT
ACCESSORY STRUCTURE INCLUSIVE OF A 1,938 SQUARE FOOT ACCESSORY
DWELLING UNIT**

A. RECITALS.

(i) On November 18, 2019, the Community Development Director of the City of Brea approved Certificate of Compatibility No. CC 19-02, a request from Brett Murdock to construct a new single family home and accessory dwelling unit greater than 1,200 square feet.

(ii) An appeal of the Community Development Director decision in the above-referenced action was filed in a timely manner as dictated by law.

(iii) The Planning Commission of the City of Brea has reviewed the appeal application as a public hearing item and concluded said matter on that date.

(iv) The appellant for the action referenced in (i) above is Setsuko Mori and Hiroshi Ogino, 406 South Pine Avenue, Brea, California, 92821.

(v) The subject property is located at 407 Maple Avenue, in the City of Brea, and legally described as a portion of Map Book 248, Page 19, Block 191, Parcel 23, as shown in the latest rolls of the County of Orange Tax Assessor.

(vi) The project proponent and property owner, is Brett Murdock, 407 Maple Ave, Brea, CA 92821.

(vii) The property is zoned R-1 , Single-Family Residential zone and designated as Low Density Residential in the General Plan land use element in accordance with Chapter 20.208 and 20.408 of the Brea City Zoning Code.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Brea, as follows:

1. In all respects as set forth in Recitals, Part A, of this Resolution.
2. It is hereby found that the Certificate of Compatibility application for the location set forth are authorized by Sections 20.208 and 20.408.050 of the Brea Zoning Ordinance, as amended.

3. The Planning Commission further finds in denying this appeal request as follows:

a. Finding: That the proposed structure, mobile or manufactured home is properly designed and complies with the requirements of the zone in which it is proposed.

Fact: The project meets all development standards for the R-1 Single Family Residential Zone. New single family residence and accessory dwelling units greater than 1,200 square feet are permitted in this zone subject to review and approval of a Certificate of Compatibility.

b. Finding: That the proposed structure, mobile or manufactured home, with any conditions to be imposed, is in harmony with the various elements or objectives of the General Plan and is not economically or aesthetically detrimental to

existing or previously approved uses, structures or mobile homes within the surrounding area.

Fact: The project fulfills General Plan policy 3.5 which encourages and facilitates the provisions of second units in existing and new development as a form of multi-generational housing. The project fulfills General Plan Goal 3.0 which provides adequate housing sites to accommodate Brea's share of Regional Housing growth needs. The proposed project, with Conditions as stated herein, is in harmony with the various goals, policies and objectives of the General Plan and is not economically or aesthetically detrimental to existing uses and structures with the surrounding area.

c. Finding: That the proposed structure, mobile or manufactured home is aesthetically compatible with the other uses, structures, and mobile homes in the surrounding area.

Fact: The proposed structures feature a mix of Ranch and California modern styles and complement each other in color and material finish. The surrounding neighborhood has no dominant architectural style and features homes in various sizes, heights, material finishes and styles including Mediterranean, Ranch, Spanish, and various Craftsman styles. The design, scale, massing and site layout is consistent with the adjacent single and multifamily structures. The architectural style is complementary to the surrounding homes and is consistent with the various design styles found in the neighborhood.

4. It is hereby found that the project identified above in this Resolution is categorically exempt from the requirements of the California Environmental Quality Act of 1970, as

amended, and Guidelines promulgates there under pursuant to Section 15303 Class 3(a) of Division 6 of Title 14 of the California Code of Regulations.

5. Certificate of Compatibility No. CC 19-02 is hereby approved, subject to conditions as set forth herein:

- a. The development at the site shall occur in substantial conformance with the plans as contained in Exhibit "A" of this application and dated November 18, 2019 which includes a site plan, floor plans, elevations, colors & materials, and the conditions contained herein, any law, statute, ordinance, and all applicable City regulations, subject to changes of conditions. Any changes to the approved plans are subject to the review and approval of the Community Development Director.
- b. All designs shall comply with the Codes adopted at the time of permit submittal. Currently the 2016 California Building and Fire Codes have been adopted by Brea. The 2019 California Codes will apply starting January 2020.
- c. Architectural Plans submitted for building plan check shall show the proposed buildings to contain sprinklers throughout.
- d. The fire flow required for this property shall be a minimum of 1250 GPM at 20 psi for two hours, or as approved by the fire code official at the time of plan submittal.
- e. At time of permit submittal, applicant shall provide complete sets of plans that include architectural details, structural calculations, Title 24 Energy Design, CA Green Code compliance.
- f. The project shall be equipped with fire sprinklers in accordance with the 2016 CDC, Section 903.2.8. Fire sprinkler systems design shall conform to CFC 903.3.1.3 (NFPA 13D).
- g. The fire flow required per 2016 CFC Appendix B, Table B105.1(1) is 1000 gpm at 20psi for 1 hour. A fire flow test demonstrating required fire flow shall be performed and witnessed by the Brea Fire Department prior to the issuance of any building permits.
- h. Architectural plans submitted for building plan check shall demonstrate the exterior walls of all structures is no greater than 150 feet of hose lays.
- i. Prior to the issuance of occupancy, the Property Owner shall install the following public improvements. Prior to installation for any public improvements, the Property owner shall obtain an encroachment permit through the Engineering Division. All

construction in the public right of way shall be performed by a "C-8" or "A" licensed contractor

- (i) The property owner shall replace the existing northerly driveway in its entirety with curb and gutter.
 - (ii) The proposed southerly driveway shall be constructed per latest City of Brea Standard.
 - (iii) The relocation of the water service meter shall be per the latest City of Brea Standard. The existing water meter and lateral shall be abandoned and approved in the field by the City Inspector.
 - (iv) The sewer lateral connection shall be installed per the latest City of Brea Standard.
- j. To the fullest extent permitted by law, the applicant shall indemnify, defend, and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees ("Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance work or the exercise of rights authorized by the approval of Certificate of Compatibility No. CC 19-02 and (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to the approval and/or the granting or exercise of the rights authorized by said approval; and (iii) from any and all claims, liabilities, and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to the approval of, or exercise of rights granted by the approval. The Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

6. The secretary of this Commission shall certify to the adoption of this Resolution; and, forthwith transmit a copy of said Resolution to the city Council


ADOPTED AND APPROVED this 25th day of February 2020.

Brett Murdock
Resolution No. PC 20-06
Appeal of CC 19-02
Page 6


Chairman, Planning Commission

I, Jennifer Lilley, Secretary to the Planning Commission of the City of Brea, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Brea held on the 25th day of February, 2020, and was finally passed at a regular meeting of the Planning Commission of the City of Brea, held on the 25th day of February, 2020, by the following votes:

AYES: COMMISSIONERS: McGrade, Brattain, Barnes-Ramos, Phu, Schlotterbeck
NOES: COMMISSIONERS:
ABSENT: COMMISSIONERS:
ABSTAIN: COMMISSIONERS:

ATTEST: 
Secretary, Planning Commission

City of Brea

APPEAL APPLICATION

RECEIVED

MAR 05 2020

OFFICE OF THE
CITY CLERK**Note:** An appeal must be filed within ten days of the action being appealed.

Filing Fee: \$ 50 - Brea Residents

\$375 - Any others - Deposit against hourly charge of Adopted Hourly Rates

APPELLANT: Name: Sue Mori and Hiroshi Ogino
 Address: 406 S. Pine Ave., Brea CA 92821
 Telephone: 714-529-5553

ACTION BEING APPEALED: (Case No.; Property Location; Deciding Body)

CC 19-02; 407 Maple Ave., Brea CA 92821
The planning commission

DATE OF ACTION BEING APPEALED: 3-05-2020**SPECIFIC BASIS FOR THIS APPEAL:**

1. Loss of property values in surrounding area
2. Significant loss of privacy of neighbors
3. Need for EIR: 15303(a) not applicable
" : 15303 controlling paragraph
4. Existence of an unresolved civil matter

DATED: 3/05/20 **SIGNATURE:** [Signature]**Please return this application to the Office of the City Clerk.**

+++++

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CITY USE ONLY

:

FEES PAID

DATE REC'D.

HEARING DATE

MAR 09 2020

Basis of Appeal to the planning commission approval of CC 19-02 407 Maple AvenueOFFICE OF THE
CITY CLERK**1. ADU - Significant loss of privacy and Loss of property values in surrounding areas caused by the design, the size, and proximity to the neighboring properties:**

On the contrary to the planning department conclusion of the project, "In harmony with the General Plan and are not economically or aesthetically detrimental to the surrounding area," the negative economic impact to the surrounding area particularly for 402 Pine Avenue will be significant due to the loss of sun light, open air, and privacy thus loss of property values and reduced desirability.

The two story high 3,891 square foot massive secondary dwelling unit close to the back boundary, when viewed from 402 Pine Ave. residence, will appear to be three story high due to the elevation difference of approximately ten feet between two properties. Unusual design of ADU with a balcony and five view windows of the "great room" (living room, dining room, and kitchen) on the second floor overlooking neighbors' currently private backyard (rather than 9,500 square foot main residence) and looking into the neighbor's master bedroom and master bedroom balcony will destroy the privacy and peace of the neighbors of the applicant. The applicant expressed the intention that his mother and mother in law will live in the ADU based on the staff report dated January 28, 2020. Would it be more reasonable to have ADU on the first floor for the elderly individuals and the five windows and the balcony to face the main residence where the applicants intend to live for the consideration of respecting the privacy of neighbors and their families including the applicants' own?

This project opposes good community building. The applicant's building "his dream house in peace" should not be achieved in the expense of his neighbors' privacy and peaceful living.

Due to unusually large square-footage for one single-family residence with a secondary dwelling unit totaling 13,355 square feet and consideration over the tax assessment and maintenance costs, it is reasonable to predict that the average per square-foot value would decline in the surrounding area.

2. ADU - Fire hazard due to proximity to power lines: approximately two thirds of the ADU's second floor will be less than ten feet from the power line due to the orientation of the power lines in relation to the ADU. The ADU needs to be moved to secure ten feet between power lines and ADU.

3. ADU - Fire hazard from the trees planted along back boundary: Planting of the trees favored by a majority of the planning commission discussed in length at the hearing is a fire hazard. Power lines run near the back boundary, and the trees are planted along the back boundary. If trees actually grow as projected, they will become fire hazards. One tree on the applicants' southwest corner is touching the power lines and branches are grown higher than the power lines creating a dangerous condition.

4. ADU - Geological hazard due to the grading between 407 Maple and 402 Pine: The 4,000 square foot two story high massive ADU is only 10 feet from the existing wall standing on 402 Pine property, and the elevation of 407 Maple is higher than 402 Pine, and excavation of the area close to the boundary may cause a land to slide. The south boundary block wall of 411 Maple next to 407 Maple cracked vertically from top to bottom due to the grading of the ground.

5. ADU- Rare setback less than ten feet from the property boundary if built as planned: the proposed plan uses the existing walls as property boundaries. The wall between 402 Pine and 407 Maple is standing several inches inside the 402 Pine easterly property boundary; therefore, if built as planned, rare set back from the property boundary will be less than ten feet.

6. Protruding south block wall of 407 Maple compromising first responder access to fight fire: fully equipped fire fighters' access to 407 Maple and 411 Maple from the fire hydrant at 405 Pine will be compromised by the protruding part of the wall to the south that is also encroaching into 402 Pine.

7. Exceptions to exemptions applicability of § 15300.2. Exceptions. 14 CA ADC § 15300.2

California Code of Regulations Title 14.

Natural Resources Division 6.

Resources Agency Chapter 3.

Guidelines for Implementation of the California Environmental Quality Act

Article 19. Categorical Exemptions:

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The proposed project of 9,464 square foot single family residence and 3,891 ADU is highly *unusual* project where estimated median house size is 1,876 square feet based on the median home value of \$724,085 and the median list price per square foot of \$386 (<https://www.zillow.com/brea-ca-92821/home-values/>, 3/08/20). It is *unusual* to plan to build a 9,464 square foot single family residence and a 3,891 square foot ADU totaling 13,355 square feet with estimated construction cost of at least 2million dollars (\$150/PFS), estimated property value of at least 4 million dollars based on the lowest price per square foot in the area (\$330/SQF), and estimated tax assessment of at least 40,000 dollars in the city of Brea where estimated median house size is 1,876 square feet. There are no compatible properties to the proposed project in Brea.


It is fair and reasonable to express the concern that based on the massiveness of the project totaling 13,355 square feet which is highly unusual for R-1 single-family residential zone may pose "a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances."

[https://govt.westlaw.com/calregs/Document/IE011D780D48811DEBC02831C6D6C108E?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Document/IE011D780D48811DEBC02831C6D6C108E?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))

<https://cases.justia.com/california/supreme-court/2015-s201116.pdf?ts=1425319222>

I agree and take pride in the city council's mission statement to ensure that Brea remains a special place through our sense of community and an involved and caring citizenry. I am writing to fulfill my civic duty to foster the caring and involved community of Brea. I care about the equal treatment and consideration of all of Brea's citizens, and building one family's dream house should not destroy another family's dream house.

Please consider our appeal.


Sue Mori and Hiroshi Ogino
406 S. Pine Ave.
Brea, CA 92821

3/09/20

[Home](#) [Table of Contents](#)

§ 15300.2. Exceptions.

14 CA ADC § 15300.2

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations [Currentness](#)

Title 14. Natural Resources

Division 6. Resources Agency

Chapter 3. Guidelines for Implementation of the California Environmental Quality Act

Article 19. Categorical Exemptions

14 CCR § 15300.2

§ 15300.2. Exceptions.

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially

designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Note: Authority cited: Section 21083, Public Resources Code. Reference: Sections 21084 and 21084.1, Public Resources Code; *Wildlife Alive v. Chickering* (1977) 18 Cal.3d190; *League for Protection of Oakland's Architectural and Historic Resources v. City of Oakland* (1997) 52 Cal.App.4th 896; *Citizens for Responsible Development in West Hollywood v. City of West Hollywood* (1995) 39 Cal.App.4th 925; *City of Pasadena v. State of California* (1993) 14 Cal.App.4th 810; *Association for the Protection etc. Values v. City of Ukiah* (1991) 2 Cal.App.4th 720; and *Baird v. County of Contra Costa* (1995) 32 Cal.App.4th 1464.

HISTORY

1. Amendment of subsection (b), new subsections (d)-(f) and amendment of Note filed 10-26-98; operative 10-26-98 pursuant to Public Resources Code section 21087 (Register 98, No. 44).

2. Change without regulatory effect amending Note filed 10-6-2005 pursuant to section 100, title 1, California Code of Regulations (Register 2005, No. 40).

This database is current through 2/21/20 Register 2020, No. 8

14 CCR § 15300.2, 14 CA ADC § 15300.2

END OF DOCUMENT

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MAR 09 2020

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Correlation SF to PPSF

Sorted by SF

<u>Number</u>	<u>Estimate</u>	<u>SF</u>	<u>PPSF</u>
404	\$905,000.00	2565	\$353
412	\$726,000.00	2203	\$330
407	\$927,000.00	2195	\$422
440	\$872,000.00	2093	\$417
422	\$831,000.00	2046	\$406
446	\$750,000.00	1934	\$388
410	\$807,000.00	1851	\$436
423	\$707,000.00	1800	\$393
430	\$725,000.00	1800	\$403
415	\$708,000.00	1738	\$407
411	\$662,000.00	1464	\$452
414	\$682,000.00	1313	\$519
435	\$653,000.00	1269	\$515
434	\$635,000.00	1232	\$515
406	\$667,000.00	1200	\$556
417	\$612,000.00	1152	\$531

Correlation of SF to PPSF (100% or -100% = perfectly related, 0% = no relationship)

Correlation SF to PPSF: -90.20%

Formula "=CORREL(D3:D18,C3:C18)"

Calculates the correlation coefficient as a measure of the linear correlation of the two data sets.

90% Correlation, therefore larger SF drives down PPSF

Average PPSF of homes of less than 1800 sf is

\$499

Average PPSF of homes of 1800 SF or more is

\$394

Bigger house = Lower PPSF, affecting neighborhood values.

MAR 09 2020

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CITY CLERK

400 Block Maple PPSF

Effect of House Size on Price per Square Foot on 400 block of Maple Avenue, Brea, CA

Number Zillow Estimate SF PPSF (PPSF=price per square foot)

404	\$905,000.00	2565	\$353
406	\$667,000.00	1200	\$556
407	\$927,000.00	2195	\$422
410	\$807,000.00	1851	\$436
411	\$662,000.00	1464	\$452
412	\$726,000.00	2203	\$330
414	\$682,000.00	1313	\$519
415	\$708,000.00	1738	\$407
417	\$612,000.00	1152	\$531
422	\$831,000.00	2046	\$406
423	\$707,000.00	1800	\$393
430	\$725,000.00	1800	\$403
434	\$635,000.00	1232	\$515
435	\$653,000.00	1269	\$515
440	\$872,000.00	2093	\$417
446	\$750,000.00	1934	\$388

Low Value	\$612,000.00	1158	\$330
High Value	\$927,000.00	2565	\$556
Average	\$741,812.50	1740.94	\$440

Murdock Compound 13355

Hi PPSF	\$7,425,380.00	\$556
Low PPSF	\$4,407,150.00	\$330
Av PPSF	\$5,876,200.00	\$440

QUESTION FOR STAFF, Is anyone likely to pay over \$4 million for a house in this neighborhood next to an apartment complex and less than 500 feet from Imperial highway?

QUESTION FOR STAFF, Will a drastically lower PPSF affect valuation of other houses in neighborhood?

MAR 09 2020

Appeal of Community Development Director's decision of Certificate of Compatibility CC19-02 for property located at 407 S. Maple Ave.
(Further Related Objections, 2/25/2020, by Russell Nowell, 405 Pine Ave., Brea, CA)

OFFICE OF THE
CITY CLERK

1. "Peeping Tom" design of Second Floor ADU (Related to Mansionization Objection).

The second floor of the ADU has its view windows and balcony 10' from the Property Line facing the master bedroom and pool of the previously private back yard of 402 Pine Avenue in a Peeping Tom design. Instead of placing the view looking over the Murdock Mansion, the design places all visual focus and interest on the neighbor's back yard and Master Bedroom and Balcony.

Placing view windows and balconies 10' from a neighbor's previously private back yard looking across to their master bedroom is incompatible with the character of the neighborhood and also kind of creepy.

QUESTION FOR STAFF, When a Second Story is placed as close to a property line as possible, doesn't the Planning Commission require that the design respect the privacy of neighbors?

Should a 2nd Story of an ADU sited 10 feet from the back yard of the neighbor have all of its view windows and balconies looking into the neighbor's back yard, Master Bedroom and Master Bedroom Balcony?

2. Lower Price Per Square Foot Property Values: Depressing effect of McMansion on Price Per Square Foot of Neighborhood Residences (Related to Mansionization Objection)..

Larger homes on small lots in modest neighborhoods can drive down the price per square foot of existing homes. See attached spreadsheets showing a **90.2% correlation** between larger homes and lower prices per square foot. Since price per square foot in a neighborhood is a major factor in valuing homes, creating two monstrous mansions on one lot would have the potential effect of driving down the values of neighboring properties.

Any house over 3,000 square feet is considered a mansion by many definitions. Here, Mr. Murdock intends to place two mansions on one lot. Mr. Murdock states that he needs 2,671 square feet each for his family of five ($13355/5=2671$).

QUESTION FOR STAFF, Is anyone likely to pay over \$4 million for a house in this neighborhood next to an apartment complex and less than 500 feet from Imperial highway?

QUESTION FOR STAFF, Will a drastically lower PPSF affect the valuation of other houses in neighborhood?

Attached: 400 Block Maple Living Area SF and PPSF Correlation Data

MAR 09 2020

OFFICE OF THE
CITY CLERK**Objections to CC 19-02 to approve 13,355 SF Compound at 407 Maple**

11/14/2019, to Brea Community Development Dept./Commission:

We object to the proposed Certificate of Compatibility for the following reasons:**FIRE SAFETY ENCROACHMENT VIOLATIONS**

1. The North wall was built to encroach upon the adjacent properties. There is insufficient clearance for a fully equipped firefighter to access the adjacent properties to fight fires. Fire department input should be required BEFORE the CC is approved.

On the north side, the drawing provided with the application does not show the wall as built. The wall is not straight, but encroaches both properties to the North. There is insufficient room for a fully equipped fireman to pull a hose from the fire hydrant at 405 Pine Avenue because the wall is built too close to long existing structures, or to pull a hose on the northeastern side of the wall from Maple Street. This is a hazard to our safety personnel and residents.

13,355 SF IS NOT COMPATIBLE: IT IS INCONSISTENT WITH NEIGHBORHOOD

2. The requested **13,355 square foot** compound of buildings is inconsistent with the neighborhood.

400 Block of Maple	Living Area*
427 Maple	0
430 Maple	0
417 Maple	1152
406 Maple	1200
434 Maple	1232
435 Maple	1269
414 Maple	1313
411 Maple	1464
415 Maple	1738
410 Maple	1825
446 Maple	1934
423 Maple	2001
422 Maple	2046
440 Maple	2093
407 Maple	2195
412 Maple	2203
404 Maple	2447
Average Living Area	1536
Median Living Area	1738

**Data from Datatree by First American Title Company as of November 14, 2019.*

The use in the neighborhood is consistently small single family residences. On the 400 block of Maple, the average living area is 1536 sf and a median of 1738 sf. Most lots have residences, which range in size from 1152 sf to a high of 2447 sf. **On the 400 block of Maple, the trees outweigh the houses.**

The proposed **13,355 square foot** of buildings is **11.6 times the size** of the smallest house on the block and 5.4 times the size of the largest house on the block. The proposal of **13,355 square feet** of buildings on a single lot is not consistent with the neighborhood. It also is not consistent with an R-1 Single Family Residence and Accessory Dwelling Unit.

This **13,355 square foot** of buildings proposed by Mr. Murdock looks more like a hotel or recovery or treatment facility. With an average hotel occupancy of 1 keyed room per about 420 square feet of living space, we would expect the equivalent of over 20 guest rooms to be occupied by 1 to 2 people each to make use of the livable square footage. (deRoos, J. A. (2011). Planning and programming a hotel[Electronic version]. Retrieved Nov. 14, 2019, from Cornell University, School of Hospitality Administration site: <https://scholarship.sha.cornell.edu/cgi/viewcontent.cgi?article=1293&context=articles>).

This appears to be a planned conversion for a B&B hotel space or a home based residential addiction recovery, Alzheimer's, or other care facility, which, at this level of occupancy would be inconsistent with the neighborhood. There are over 10 rooms that could be used as bedrooms. The ADU is larger than most of the existing residences. The parking is inadequate for 10 bedrooms.

NEED FOR EIR

3. The design of the structure appears to be for the purpose of operating a B&B, Air B&B, small hotel or recovery or treatment facility, which requires an EIR. CEQA Section 15303(a) (14 CCR 15303(a) (2)) does not apply, since this not "One single-family residence, or a second dwelling unit in a residential zone," but for both at the same time. Because this proposed project is so out of character with the existing neighborhood, its approval is at least in part discretionary. *Day v. City of Glendale*, 51 Cal.App.3rd 817, 14 CCR 15268(d); Cal. Pub. Res. Code Section 21080(b)(1).

PLAN DRAWING INCORRECT

4. The north block wall as built does not match the plan. The incorrect drawing fails to provide adequate notice. The plan should be rejected until the drawing is corrected.

NOTICE OBJECTION

5. We object that Notice was insufficient, and request a list of all persons to whom notice was sent, and when notice was sent.

November 14, 2019

Russell P. Nowell
405 Pine Avenue
Brea, CA 92821

City of Brea

RECEIVED

APPEAL APPLICATION

MAR 09 2020

OFFICE OF THE
CITY CLERK

Note: An appeal must be filed within ten days of the action being appealed.

Filing Fee: \$ 50 - Brea Residents

\$375 - Any others - Deposit against hourly charge of Adopted Hourly Rates

APPELLANT: Name: Rana & Jason Kim

Address: 402 Pine Ave Brea CA 92821

Telephone: (714) 853-5085

ACTION BEING APPEALED: (Case No.; Property Location; Deciding Body)

NO 19-02407 Maple AvenueDATE OF ACTION BEING APPEALED: 3/9/2020

SPECIFIC BASIS FOR THIS APPEAL:

The proposed ADU will negatively impact our property
values, personal privacy, and fire safety.

We will lose our peaceful living and will be forced to
move if this project moves forward.

We cannot live under constant infringement of our
personal privacy.

DATED: 3/9/20 SIGNATURE: Ra Ri

Please return this application to the Office of the City Clerk.

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DATE REC'D.

HEARING DATE

MAR 09 2020

OFFICE OF THE
CITY CLERK

March 9, 2020

City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Re: Appeal Request no. 19-02
Subject Address: 407 Maple Ave

Dear Chair and Board Members,

As the closest and most immediately impacted by the 407 Maple Ave project, with its proposed wrap around second story balcony and windows directly overlooking our pool, backyard and our entire home including master bedroom, appeal the granting of this project. This large project in this specific neighborhood will cause unreasonable detriment to us as well as our neighbors.

I am in no position to prevent anyone from building their dream home by all means. However, our dream home will no longer be our dream home either. My family has been stationed overseas for 5 years and once my husband retired from the US Army our goal was to finally settle down permanently and live a peaceful civilian life. I understand that it truly takes a village in raising a family so understand our neighbors' desire to stay local but don't believe building a 12K sq foot home in this specific area is the best decision when there are plenty of larger homes available for sale nearby with similar sized neighboring homes.

Working full time as a Sr. Accountant and my husband as a Dentist, it has been our dream to finally raise our family near our parents who both happen to live in the beautiful city of Brea as well. We immediately fell in love with this home because of its open layout overlooking our private backyard and have been over the moon to finally settle in our first permanent home after many years of being moved around.

Please accept this letter as my appeal to the Planning Commission of the Community Development Director's decision to deny the request of the 407 Maple Ave project. I'm afraid that the continuation of this project will leave us no choice but to sadly move. I would like to protect the privacy of my family.

Thank you again for your time and consideration,



Rana Kim
402 Pine Ave
Brea CA 92821
ranaohkim@gmail.com

OFFICE OF THE
CITY CLERK

City of Brea

APPEAL APPLICATION

Note: An appeal must be filed within ten days of the action being appealed.

Filing Fee: \$ 50 - Brea Residents

\$375 - Any others - Deposit against hourly charge of Adopted Hourly Rates

APPELLANT: Name: Russell P. Nowell
Address: 405 Pine, Brea, CA 92821
Telephone: 714-671-3030

ACTION BEING APPEALED: (Case No.; Property Location; Deciding Body) _____
CC 19-02 407 Maple, Murdock

DATE OF ACTION BEING APPEALED: 2/25/2020 Planning Commission

SPECIFIC BASIS FOR THIS APPEAL: See attached re Privacy
& Peeping Tom ADU Design,
CEQA and Mansionization. (7 pages)

DATED: 3/9/2020 SIGNATURE: Russell P. Nowell

Please return this application to the Office of the City Clerk.

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CITY USE ONLY

FEES PAID
DATE REC'D.

HEARING DATE _____

Appeal of Murdock Certificate of Compatibility to City Council, 3/9/2020

MAR 09 2020

Mansionization and Peeping Tom ADU's should be addressed by Council and Community OFFICE OF THE
CITY CLERK**1. Failure to Mitigate the Peeping Tom Design of the ADU.**

Mr. Murdock represented that he was growing trees to ensure privacy from the ADU whose 2d story overlooks the backyards of two neighbors to his west. He neglected to state that the trees are planted directly under electrical lines, and must be cut back 12' under electrical lines for safety.

Mr. Murdock represented that the only windows facing west were above the stairs, and did not provide views of the back yard of the neighbors. In fact, there are FIVE large view windows in the plan. Two at most are above the stairs. The remaining three are the main view windows for the second floor of the common area, right into their neighbor's master bedroom, master bedroom veranda, pool, and back yards. This privacy violation is out of character for the neighborhood.

There is also a balcony on the ADU which looks at a blank wall of the apartment building to the north, and into both neighbors' back yards to the west.

2. Failure to Meet Exemption Standard for CEQA.

a. Not a small structure. The CEQA exemptions cited are specifically for small structures. The project, at over 13,000 square feet of structures, no longer fits within the cited CEQA exemption.

b. Approval of both residence and ADU not permitted under the cited CEQA exemption. Words matter and only a new residence OR an ADU are subject to the CEQA exemption. Not both.

3. Failure to Investigate Economic Impact of Mansionization as Required by Law.

Brea Code Section 20.408.050(D) requires that the director determine "2. That the proposed structure, mobile or manufactured home, with any conditions to be imposed, is in harmony with the various elements or objectives of the general plan and is not economically or aesthetically detrimental to existing or previously approved uses, structures or mobile homes within the surrounding area."

No analysis was performed by staff of the economic effect of an over 13000 square foot residence and ADU on the economics of the neighborhood. "Administrative action is subject to review under section 1094.5 only as to certain aspects specified in subdivision (b): want or excess of jurisdiction; whether there was a fair trial; and whether there was prejudicial abuse of discretion. Abuse of discretion is shown by failure of the administrative agency to proceed as required by law, failure of the findings to support the decision, or failure of the evidence to support the findings." *Gong v. City of Fremont* (1967) 250 Cal.App.2d 570, 573.

Here, there was no evidence to support the finding that mansionization of the neighborhood by approving this project would not have a detrimental economic impact. In the 400 block of Maple, single family residences of under 1800 square feet have a price per square foot of about \$100 more than single family residences over 1800 square feet. Here, there was no discussion of the much lower price per square foot and higher abandonment and foreclosure rates for McMansions.

The Director also specifically failed to note that the project size for the ADU was outside the size permitted by the building code, which limits the ADU to 1,200 square feet. Allowing a discretionary Peeping Tom ADU is NOT consistent with neighborhood architecture.

4. Failure to Recognize the Potential Danger for Mansionization of the Neighborhood.

With 14250 square feet, an owner can build a 10,000 square foot mansion on a lot in this South Brea neighborhood. Over 30 lots are larger than 14,000 square feet (e.g., all Pine/Poplar/Laurel 15,000 sf lots). Every neighbor's lot is over 7,200 square feet, which can support a mansion of over 5,000 square feet under the Murdock design. (7200 square feet*35 percent coverage *2 floors=5,040 square feet). This also affects neighborhood economics: staff should study and neighbors should know.

Russ Nowell, 405 Pine Avenue, Brea

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MAR 09 2020

Appeal of Community Development Director's decision of Certificate of Compatibility CC19-02 for property located at 407 S. Maple Ave.
(Further Related Objections, 2/25/2020, by Russell Nowell, 405 Pine Ave., Brea, CA)

1. Objections related to Compatibility with Neighborhood and Economic Effect on Housing Values.

As a resident of one of the 24 100'x150' lots on East Pine Ave, Poplar Ave and West Laurel Ave, between Date and Elm, my objection is not personal or about this project's effect on me personally, except for the economic effect. Each of the 15,000 sf lots could support a residence and ADU of 10,250 sf ($15,000 \times 35\% = 5250 \text{sf} \times 2 \text{ stories} = 10,500$). These lots are absolutely a potential target for "mansionization."

I am also concerned about the growing trend of peeping tom two story ADUs. When anyone builds a 2 story ADU as near the back fence as possible, the temptation is to place all the visual interest in the neighbor's back yard so that the main house does not have to lose privacy to the renters.

There is no objection, generally, to Brett and Veroniica Murdock as owners. With one glaring exception, they have gotten along well with their neighbors. (Brett was found to have trespassed against the peaceful possession of Sue and Hiroshi Ogino when he tore down their fence. They have won a judgment of an equitable easement for the property that he enclosed with his block wall.)

Brett is a member of the Brea Rotary club with James McGrade (Planning Commission) and Greg Linares (City Planner). He has supervised their charitable giving in the community for several years. He has been elected to and served on the City Council. He owns a law business in nearby Fullerton. His mother is a pillar of the local community and has volunteered as a member of the Community Emergency Response Team for South Brea.

Other than the exception mentioned above, I believe Brett and Veronica Murdock have been great neighbors and intend to be great neighbors. I personally support property rights and the eclectic mix of styles and uses in South Brea. It is one of the only neighborhoods consisting primarily of single story houses with larger lots that afford more privacy than the many crowded two story houses of denser modern Brea development.

I have two major objections to the project as a model for future development in Brea. The Peeping Tom style of the two story ADU and the depression of the values of homes by reductions to the average price per square foot, excess vacancies due to buyers who cannot quite meet the mortgage and tax obligations, increased pressure and utilization of utilities, conversion of McMansions into party and event sites, and likely future diversion of McMansions into virtual hospitals and "recovery resorts" in R-1 zones.

Approval of this project will be a disaster for the owners at 400 Pine and 402 Pine, with severe invasions of their privacy. The use of this project as a template will destroy the character of south brea, which has (x) lots which would support a house and adu of over 10,000 square feet. As an owner of one of these 100 x 150 lots, I receive offers to buy cash as-is every week. As a corner lot, the property would easily support a split as prmitted with the old Schweitzer home on Elm Street. It would also support a 10,000 square foot Beige California Ranch/Modern Boxy McMansion with the prototypical two story front entrance columns and mismatched window alignment that cause architects all over the country to be mocked.

1. "Peeping Tom" design of Second Floor ADU (Related to Mansionization Objection).

The second floor of the ADU has its view windows and balcony 10' from the Property Line facing the master bedroom and pool of the previously private back yard of 402 Pine Avenue in a Peeping Tom design. Instead of placing the view looking towards the Murdock Mansion, the design places all visual focus and interest on the neighbor's back yard and Master Bedroom and Balcony at both 402 Pine

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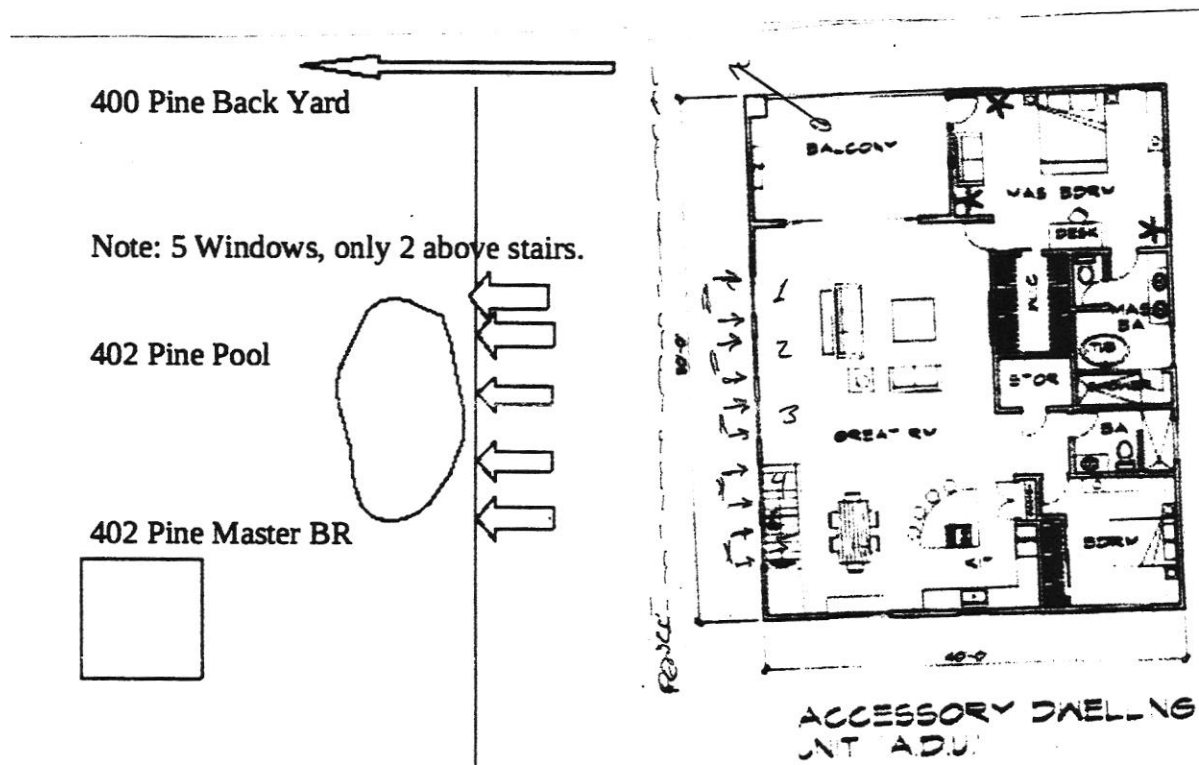
Placing view windows and balconies 10' from a neighbor's previously private back yard looking across to their master bedroom is incompatible with the character of the neighborhood and also kind of creepy.

The South Brea Neighborhood, including the subject property, has power lines along the back yard fence lines between Maple/Pine. Thus, any trees are subject to a 12' clearance radius from any electrical lines. <https://www.sce.com/safety/power-lines>; California Public Resource Code Section 4291-4293; 14 California Code of Regulations Sections 1250 – 1258; California Penal Code Section 385; California Public Utilities Commission, General Order 95: Rule 35.

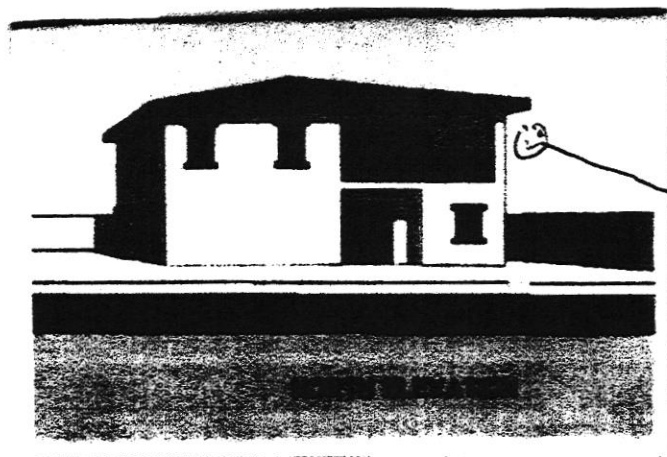
As planned, the Murdock ADU will have its second story open balcony within 10' of a high voltage line. In addition, trees will be required to be trimmed below the windows of the second story ADU.

Also, as planned, the balcony and windows are designed as viewing areas into the back yards of 400 Pine and 402 Pine, not merely light above stairs.

From the plan: FIVE windows and a balcony on 2d story West side.



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Sight Line:

402 Pine
Pool &
Master BR/
400 Pine
Back Yard

The view design is westward facing, placing the burden of loss of privacy on the Pine Avenue neighbors rather than on the main Murdock mansion.

QUESTION FOR STAFF, When a Second Story is placed as close to a property line as possible, doesn't the Planning Commission require that the design respect the privacy of neighbors?

Should a 2nd Story of an ADU sited 10 feet from the back yard of the neighbor have all of its view windows and balconies looking into the neighbor's back yard, Master Bedroom and Master Bedroom Balcony?

2. Lower Price Per Square Foot Property Values: Depressing effect of McMansion on Price Per Square Foot of Neighborhood Residences (Related to Mansionization Objection).

Larger homes on small lots in modest neighborhoods can drive down the price per square foot of existing homes. See attached spreadsheets showing a **90.2% correlation** between larger homes and lower prices per square foot. Since price per square foot in a neighborhood is a major factor in valuing homes, creating two monstrous mansions on one lot would have the potential effect of driving down the values of neighboring properties.

Any house over 3,000 square feet is considered a mansion by many definitions. Here, Mr. Murdock intends to place two mansions on one lot. Mr. Murdock states that he needs 2,671 square feet each for his family of five ($13355/5=2671$).

QUESTION FOR STAFF, Is anyone likely to pay over \$4 million for a house in this neighborhood next to an apartment complex and less than 500 feet from Imperial highway?

QUESTION FOR STAFF, Will a drastically lower PPSF affect the valuation of other houses in neighborhood?

Attached: 400 Block Maple Living Area SF and PPSF Correlation Data

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400 Block Maple PPSF

Effect of House Size on Price per Square Foot on 400 block of Maple Avenue, Brea, CA

Number	Zillow Estimate	SF	PPSF	(PPSF=price per square foot)
404	\$905,000.00	2565	\$353	
406	\$667,000.00	1200	\$556	
407	\$927,000.00	2195	\$422	
410	\$807,000.00	1851	\$436	
411	\$662,000.00	1464	\$452	
412	\$726,000.00	2203	\$330	
414	\$682,000.00	1313	\$519	
415	\$708,000.00	1738	\$407	
417	\$612,000.00	1152	\$531	
422	\$831,000.00	2046	\$406	
423	\$707,000.00	1800	\$393	
430	\$725,000.00	1800	\$403	
434	\$635,000.00	1232	\$515	
435	\$653,000.00	1269	\$515	
440	\$872,000.00	2093	\$417	
446	\$750,000.00	1934	\$388	

Low Value	\$612,000.00	1158	\$330
High Value	\$927,000.00	2565	\$556
Average	\$741,812.50	1740.94	\$440

Murdock Compound	13355		
Hi PPSF	\$7,425,380.00		\$556
Low PPSF	\$4,407,150.00		\$330
Av PPSF	\$5,876,200.00		\$440

QUESTION FOR STAFF, Is anyone likely to pay over \$4 million for a house in this neighborhood next to an apartment complex and less than 500 feet from Imperial highway?

QUESTION FOR STAFF, Will a drastically lower PPSF affect valuation of other houses in neighborhood?

547.

Correlation SF to PPSF

Sorted by SF

<u>Number</u>	<u>Estimate</u>	<u>SF</u>	<u>PPSF</u>
404	\$905,000.00	2565	\$353
412	\$726,000.00	2203	\$330
407	\$927,000.00	2195	\$422
440	\$872,000.00	2093	\$417
422	\$831,000.00	2046	\$406
446	\$750,000.00	1934	\$388
410	\$807,000.00	1851	\$436
423	\$707,000.00	1800	\$393
430	\$725,000.00	1800	\$403
415	\$708,000.00	1738	\$407
411	\$662,000.00	1464	\$452
414	\$682,000.00	1313	\$519
435	\$653,000.00	1269	\$515
434	\$635,000.00	1232	\$515
406	\$667,000.00	1200	\$556
417	\$612,000.00	1152	\$531

Correlation of SF to PPSF (100% or -100% = perfectly related, 0% = no relationship)

Correlation SF to PPSF: -90.20%

Formula "=CORREL(D3:D18,C3:C18)"

Calculates the correlation coefficient as a measure of the linear correlation of the two data sets.

90% Correlation, therefore larger SF drives down PPSF

Average PPSF of homes of less than 1800 sf is

\$499

Average PPSF of homes of 1800 SF or more is

\$394

Bigger house = Lower PPSF, affecting neighborhood values.

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43 McMansion Lots in South Brea

*McMansion: 14,285 sf or greater lot, supports 10,000 sf buildings at 35% coverage and 2 stories.
R-1 Minimum lot size supports up to 5000 sf buildings at 35% coverage and 2 stories on every lot.
South Brea: R-1 Zone bounded by Brea Blvd, Imperial Hwy, State College, Fullerton City Line.*

- 1 344 Cedar
- 2 356 Cedar
- 3 362 Cedar
- 4 832 Cedar
- 5 800 Date
- 6 500 Elm
- 7 511 Elm
- 8 516 Elm
- 9 522 Elm
- 10 527 Elm
- 11 600 Elm
- 12 605 Elm
- 13 921 Elm
- 14 400 Laurel
- 15 412 Laurel
- 16 420 Laurel
- 17 438 Laurel
- 18 444 Laurel
- 19 514 Magnolia
- 20 520 Magnolia
- 21 526 Magnolia
- 22 407 Maple
- 23 440 Maple
- 24 551 Palm
- 25 405 Pine
- 26 415 Pine
- 27 425 Pine
- 28 429 Pine
- 29 439 Pine
- 30 449 Pine
- 31 832 Pine
- 32 405 Poplar
- 33 412 Poplar
- 34 415 Poplar
- 35 420 Poplar
- 36 421 Poplar
- 37 429 Poplar
- 38 430 Poplar
- 39 437 Poplar
- 40 438 Poplar
- 41 445 Poplar
- 42 446 Poplar
- 43 435 Redwood

Development Case for Mansionization:

7000 Main House

3000 ADU (Rental Unit).

RESOLUTION NO. 2020-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA DENYING AN APPEAL REQUEST AND UPHOLDING THE PLANNING COMMISSION DECISION TO APPROVE CERTIFICATE OF COMPATIBILITY NO. CC 19-02 FOR THE COMPATIBILITY OF A NEW 9,464 SQUARE FOOT SINGLE FAMILY RESIDENCE AND A 1,938 SQUARE FOOT ACCESSORY DWELLING UNIT.

A. RECITALS:

(i) On February 25, 2020, the Planning Commission of the City of Brea approved Planning Commission Resolution No. PC 20-06, upholding the Community Development Director's approval of Certificate of Compatibility No. CC 19-02, a request from Brett Murdock to construct a new single family home and accessory dwelling unit greater than 1,200 square feet.

(ii) An appeal of the Planning Commission decision in the above-referenced action was filed in a timely manner as dictated by law.

(iii) The appellants for the action referenced are Sue Mori and Hiroshi Ogino, 406 South Pine Avenue, Brea, CA 92821.

(iv) The subject property is located at 407 South Maple Avenue, in the City of Brea, and legally described as a portion of Map Book 248, Page 19, Block 191, Parcel 23, as shown in the latest rolls of the County of Orange Tax Assessor.

(v) The property is zoned R-1 Single Family Residential and designated as Low Density Residential in the General Plan land use element.

(vi) The project identified above in this Resolution is exempt from the requirements of the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder pursuant to Section 15303 Class 3(a) of Division 6 of Title 14 of the California Code of Regulations.

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(vii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION:

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

1. This Council hereby finds that all of the facts as set forth in Recitals, Part A, of this Resolution are true and correct.

2. This Council hereby makes the following findings in regards to approving Certificate of Compatibility No. CC 19-02:

a. Finding: That the proposed structure, mobile or manufactured home is properly designed and complies with the requirements of the zone in which it is proposed.

Fact: The project meets all development standards for the R-1 Single Family Residential Zone. New single family residence and accessory dwelling units are permitted in this zone subject to review and approval of a Certificate of Compatibility.

b. Finding: That the proposed structure, mobile or manufactured home, with any conditions to be imposed, is in harmony with the various elements or objectives of the General Plan and is not economically or aesthetically detrimental to existing or previously approved uses, structures or mobile homes within the surrounding area.

Fact: The project fulfills General Plan policy 3.5 which encourages and facilitates the provisions of second units in existing and new development as a form of multi-generational housing. The project fulfills General Plan Goal 3.0 which provides adequate housing sites to accommodate Brea's

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share of Regional Housing growth needs. The proposed project, with Conditions as stated herein, is in harmony with the various goals, policies and objectives of the General Plan and is not economically or aesthetically detrimental to existing uses and structures with the surrounding area.

c. Finding: That the proposed structure, mobile or manufactured home is aesthetically compatible with the other uses, structures, and mobile homes in the surrounding area.

Fact: The proposed structures feature a mix of Ranch and California modern styles and complement each other in color and material finish. The surrounding neighborhood has no dominant architectural style and features homes in various sizes, heights, material finishes and styles including Mediterranean, Ranch, Spanish, and various Craftsman styles. The design, scale, massing and site layout is consistent with the adjacent single and multi-family structures. The architectural style is complementary to the surrounding homes and with the various design styles found in the neighborhood.

3. The City Council hereby denies the appeal and upholds the Planning Commission's action contained in Planning Commission Resolution No. 20-06, subject to the following conditions:

- a. The development at the site shall occur in substantial conformance with the plans as contained in Exhibit "A" of this application and dated November 18, 2019 which includes a site plan, landscape plans inclusive of tree plantings, floor plans, elevations, colors & materials, and the conditions contained herein, any law, statute, ordinance, and all applicable City regulations, subject to changes of conditions. Any changes to the approved plans are subject to the review and approval of the Community Development Director.
- b. All designs shall comply with the Codes adopted at the time of permit submittal. Currently the 2016 California Building and Fire Codes have been adopted by Brea. The 2019 California Codes will apply starting January 2020.

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- c. Architectural Plans submitted for building plan check shall show the proposed buildings to contain sprinklers throughout.
- d. The fire flow required for this property shall be a minimum of 1250 GPM at 20 psi for two hours, or as approved by the fire code official at the time of plan submittal.
- e. At time of permit submittal, applicant shall provide complete sets of plans that include architectural details, structural calculations, Title 24 Energy Design, CA Green Code compliance.
- f. The project shall be equipped with fire sprinklers in accordance with the 2016 CDC, Section 903.2.8. Fire sprinkler systems design shall conform to CFC 903.3.1.3 (NFPA 13D).
- g. The fire flow required per 2016 CFC Appendix B, Table B105.1(1) is 1000 gpm at 20psi for 1 hour. A fire flow test demonstrating required fire flow shall be performed and witnessed by the Brea Fire Department prior to the issuance of any building permits.
- h. Architectural plans submitted for building plan check shall demonstrate the exterior walls of all structures is no greater than 150 feet of hose lays.
- i. Prior to the issuance of occupancy, the Property Owner shall install the following public improvements. Prior to installation for any public improvements, the Property owner shall obtain an encroachment permit through the Engineering Division. All construction in the public right of way shall be performed by a "C-8" or "A" licensed contractor
 - (i) The property owner shall replace the existing northerly driveway in its entirety with curb and gutter.
 - (ii) The proposed southerly driveway shall be constructed per latest City of Brea Standard.
 - (iii) The relocation of the water service meter shall be per the latest City of Brea Standard. The existing water meter and lateral shall be abandoned and approved in the field by the City Inspector.
 - (iv) The sewer lateral connection shall be installed per the latest City of Brea Standard.
- j. To the fullest extent permitted by law, the applicant shall indemnify, defend, and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees ("Indemnitees") free and harmless from: (I) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying

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work, services, materials , or supplies in connection with, or related to, the performance work or the exercise of rights authorized by the denial of this appeal request and upholding the Planning Commission's decision to approve Certificate of Compatibility No. CC 19-02 and (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to the approval of the Certificate of Compatibility amendment and/or the granting or exercise of the rights authorized by said approvals; and (iii) from any and all claims, liabilities, and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to the approval of, or exercise of rights granted by the approval of Certificate of Compatibility No. CC 19-02. The Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

4. The City Clerk is directed to (a) certify to the adoption of this Resolution, (b) forthwith transmit copies of this Resolution by certified mail, return receipt requested to the appellant, and (c) cause a certified copy of this Resolution to be placed permanently in City records.

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

APPROVED AND ADOPTED this 5th day of May 2020

Marty Simonoff, Mayer

ATTEST: _____
Lillian Harris-Neal, City Clerk

RESO NO. 2020-028
May 5, 2020

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was passed at a regular meeting of the City Council, held on the 5th day of May, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 05/05/2020
SUBJECT: April 21, 2020 City Council Regular Meeting Minutes

RESPECTFULLY SUBMITTED:

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

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES April 21, 2020

CLOSED SESSION 5:30 p.m. - Council Chamber Plaza Level

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Simonoff called the Closed Session to order at 5:30 p.m., Mayor Simonoff and Councilmembers Hupp and Marick were present in the Council Chambers; and Mayor Pro Tem Vargas and Councilmember Parker were present via teleconference.

Present: Marick, Simonoff, Hupp, Parker, Vargas

1. **Public Comment**
None.

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

2. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation.** Initiation of Litigation: 1 potential case.

Mayor Simonoff adjourned the Closed Session at 5:59 p.m.

STUDY SESSION 5:45 p.m. - Council Chamber Plaza Level

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Simonoff called the Study Session to order at 6:00 p.m., Mayor Simonoff and Councilmembers Hupp and Marick were present in the Council Chambers; and Mayor Pro Tem Vargas and Councilmember Parker were present via teleconference.

3. **Public Comment**
None.

4. Clarify Regular Meeting Topics

In response to Council Member Parker's question regarding condition for a LLMD increase, City Manager Gallardo stated that a HOA's CPI increase not taken from a previous year can be added to the current year without going to vote.

Mayor Pro Tem Vargas stated that at the General Session Danielle Eby will be receiving an American Legion Americanism Award when receiving a Commendation from the City of Brea.

DISCUSSION ITEMS

5. Partnership with Orange County Inland Empire Small Business Development Center

Administrative Analyst Davis reported that the City is exploring an option to form a partnership with the Small Business Development Center (SBDC) to develop a loan program for Brea's small businesses to help with economic recovery. She discussed the SBDC's background and their role with assisting the cities with the design, set up, marketing, and loan processing. She also discussed fund allocation, how other cities use the program, and provided the names of other Orange County cities that are reviewing the program.

Council expressed concerns about using the city's General Fund and asked if CDBG funds or external funds could be used instead; inquired about administration of the loans and city costs; asked why would City General Fund dollars be allocated by a separately created Committee instead of Council; requested information on the average loan amount; and directed staff to evaluate waiving some City fees for businesses.

Mike Daniel and Katrina Payne-Smith stated that external funding can be used and briefly discussed CRA loans, noted that the SBDC administers the loans, indicated that a Committee approves the allocation of funds to avoid backlash for Council deciding which businesses received funds, and reported that loans are usually \$10,000-\$20,000 per business.

6. Face Coverings for Essential Businesses and Ongoing Policies

Council Member Parker expressed concern about social distancing and requested that Council approve mandatory face coverings within the City of Brea.

Council discussed following County guidelines when requiring a face mask stating that some stores require the public to wear mask and expressed concern that requiring visitors and residents to wear mask may deter them from shopping within the City.

City Manager Gallardo stated that the City can use social media and other platforms to encourage residents to wear mask.

REPORT

7. Council Member Report/Requests

Council Member Parker reported that 6 feet is not enough space for social distancing while exercising.

Mayor Simonoff directed staff to bring back more information about postponing fees for delinquencies.

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

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Simonoff called the Study Session to order at 7:00 p.m., Mayor Simonoff and Councilmembers Hupp and Marick were present in the Council Chambers; and Mayor Pro Tem Vargas and Councilmember Parker were present via teleconference.

Mayor Simonoff provided announcements related to the updated meeting procedures in response to the COVID-19 pandemic, noting consistency with Federal, State, and County Health guidelines.

8. Pledge of Allegiance

Danielle Eby led the Pledge of Allegiance.

9. Invocation

City Clerk Harris-Neal delivered the Invocation.

10. Commendation: Danielle Eby, Girl Scout Gold Award

Mayor Simonoff, on behalf of the entire City Council, presented Danielle Eby with a Commendation recognizing her achievement of the Girl Scout Gold Award.

Danielle Eby thanked Council for their support and spoke about her Gold Award project for the community.

Mayor Pro Tem Vargas also presented Danielle Eby with the American Legion Americanism Award.

11. Report - Prior Study Session

City Manager Gallardo provided the Prior Study Session Report.

12. Matters from the Audience

Public comments were accepted via email at cityclerksgroup@cityofbrea.net in advance of the meeting.

City Clerk Harris-Neal summarized one (1) comment received via email:

Stephanie Wade, Field Representative from the Office of Congressman Gilbert Cisneros, Jr., submitted a letter regarding an update on the state of the Stimulus package. She indicated that the House and Senate leadership agreed to, and the Senate passed, a new \$480 billion stimulus package; and outlined key features of what was passed and what was not included in the stimulus package. She also provided an update of what is to come and what Congressman Cisneros is working on.

The following individuals addressed the Council in person via video conference from Community Rooms A and B:

Heidi Gallegos, CEO, Brea Chamber of Commerce, spoke regarding the economic impacts as a result of the Governor's Stay at Home Order; financial assistance for small businesses; and outlined the Chamber's recommendations for the City to assist local businesses in the community. She also explained the Chamber's efforts towards assisting the business community.

Dwight Manley spoke about PPE loans, emphasizing the need for acting quickly, and thanked the Council for not making wearing masks mandatory in the City. He also expressed concern for the outlined budget projections, the Downtown CFD, and bond refinancing.

Jill Patterson spoke about Brea Girl Scouts and spoke about the Girl Scout cookie varieties. She also thanked the Council for their support of the Girl Scouts.

13. Response to Public Inquiries - Mayor / City Manager

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

14. Modification to Development Agreement No. DA 88-2 - Second Reading

Motion was made by Council Member Hupp, seconded by Council Member Marick to adopt Ordinance No. 1213, an Ordinance of the City Council of the City of Brea modifying Development Agreement No. DA 88-2, concerning the property located at 910 East Birch Street (Embassy Retail Court), Brea, California and authorizing the Mayor and City Clerk to execute the same on behalf of the City of Brea.

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

Passed

15. Budget Update - Financial Impacts of COVID-19

City Manager Gallardo spoke about the City's Five-Year Projections; previous budget discussions which included a three-pronged approach for budget opportunities; outlined efforts in reducing the deficit; and noted an unanticipated increase in revenues. He also discussed the Wayfair decision which resulted in added sales tax revenue which comes back to the City.

Administrative Services Director Russell provided a presentation to the Council and spoke about changing conditions due to the COVID-19 pandemic; the City's starting point from a strong financial position; the City's current status of maintaining essential services; economic impacts on the local economy; assumptions made to update the projections; General Fund forecast; revenue shortfall by source; revenues over expenditures; General Fund Reserve Policy; available reserves; mitigation measures; and recommendation.

Councilmember Marick spoke about the PARS/OPEB account, budget stabilization reserves, and expressed interest in buying down unfunded liabilities.

Councilmember Hupp expressed interest in taking a conservative approach in order to maintain public services.

Councilmember Parker requested staff look at further reducing expenses and spoke about essential services.

Mayor Pro Tem Vargas inquired as to when the Pension Obligation Report was placed on the balance sheet. He also spoke about pension liability, net pension debt, and the projections presented.

Administrative Services Director Russell spoke about future change in pension costs and indicated the cycle in which changes are presented.

Councilmember Marick clarified the expense reductions and unexpected increases in revenues. She also spoke about the complexity of actuarial projections with regards to the reflection of CalPERS costs.

Mayor Pro Tem Vargas spoke about the current pension debt and the effect on the market; projections for future obligations; and the availability of PARS account to pay for pension debt. He also spoke about insuring consistency with budget numbers, and requested a clear understanding of pension liability and where it will fit in the budget.

Councilmember Marick clarified that numbers within the five-year projection show money flowing into and out of reserves as needed, and is displaying General Fund revenues over expenditures, not the flow of funds. She also indicated that each are just point-in-time calculations and projections and are not adopted budgets.

Councilmember Parker inquired as to the factors that impact CalPERS calculation of payments.

City Manager Gallardo indicated factors such as age of retirees; who entered into service; age of current workforce; which employees are on what plans; future rate of returns; and life expectancy. He also clarified the patterns of rate impacts.

Councilmember Parker reiterated that the complexity of being able to project future CalPERS payments.

The Council received and filed the report.

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

CITY COUNCIL - CONSENT

Mayor Pro Tem Vargas requested clarification on a line item related to the City Attorney's reimbursement as outlined in item 18, City Disbursement Register for April 17, 2020.

16. April 7, 2020 City Council Regular Meeting Minutes

The City Council approved the April 7, 2020 City Council Regular Meeting Minutes.

17. Annual Engineer's Report for Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7

The City Council approved and received the Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7 and adopted Resolutions Nos. 2020-021 through 2020-027, to set a Public Hearing for each District on June 2, 2020, at 7:00 p.m.

18. City Disbursement Register for April 17, 2020

The City Council received and filed the City Disbursement Register for April 17, 2020.

Motion was made by Council Member Hupp, seconded by Council Member Parker to approve City Council Consent Items 16 - 18.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

19. City Manager

None.

20. City Attorney

None.

21. Council Requests

Mayor Pro Tem Vargas requested an audit of the City Attorney's invoices.

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

Mayor Simonoff adjourned the General Session at 8:31 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 5th day of May, 2020.

Lillian Harris-Neal, City Clerk

Marty Simonoff, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/05/2020

SUBJECT: Contract for citywide Graffiti Removal Service with Urban Graffiti Enterprises, Inc.

RECOMMENDATION

1. Award contract to Urban Graffiti Enterprises, Inc. in the amount of \$29,400 for a period of one (1) year and
2. Authorize City Manager to approve up to four (4) (1) year extensions in the amount of \$29,400.

BACKGROUND/DISCUSSION

Historically, the City of Brea has used the combined efforts of contract services and City staff to remove graffiti throughout the City. Contract services are used on an on-call basis to remove graffiti from hot-spot locations such as properties that back up to the old railroad tracks, large tags, and areas that require paint matching abilities, chemical graffiti removal, or sand blasting.

In March 2020, a Request for Proposals for the above services was posted to CIPlist.com for graffiti removal companies to submit proposals for graffiti removal services. By going through the process of requesting proposals, the City is able to select a contractor based on technical qualifications, expertise, ability to perform the work in a safe and timely manner, and the ability to respond to as-needed emergency work.

In April 2020, staff received proposals from three graffiti removal companies. The Street Division Superintendent evaluated the three company's proposals and after a thorough review of the proposals including price information and references, the proposals were ranked as follows:

1. Urban Graffiti Enterprises, Inc. – 100 sqft. Best match paint cost at \$52 per location. Currently provides excellent on-call services for the City for the past 15+ years.
2. Superior Graffiti Solutions - 100 sqft. Best match paint cost at \$95 per location.
3. Liberty Painting, Inc. – 100 sqft. Best match paint cost at \$500 per location.

Urban Graffiti Enterprises, Inc. has also provided an alternative pricing option of a \$2,450 per month fixed rate to provide a weekly service of graffiti removal. Their crew will patrol and service the City, completing any pending requests, including emergency same day service for graphic or offensive graffiti removal. The monthly charge is a better alternative than the per-location charge from a financial and labor standpoint.

COMMISSION/COMMITTEE RECOMMENDATION

At the April 28, 2020 Finance Committee meeting, staff clarified that any CPI adjustment would be made based on calendar year and emphasized that no CPI adjustment would be made without City Council approval.

FISCAL IMPACT/SUMMARY

Staff recommends that the Professional Services Agreement be awarded to Urban Graffiti Enterprises, Inc. based on pricing and level of customer service they have provided to the City of Brea. The terms of the PSA include a maximum cost of \$29,400 for the first year, with up to four (4) one-year extensions with CPI adjustment capped at 3% annually. The fee schedule in Exhibit A shall not be revised during the term of the Contract (including any extension periods) without prior approval by City's City Council.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Will Wenz, Maintenance Services Superintendent

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

Attachments

Agreement

Pricing

Scope of Work

GRAFFITI REMOVAL AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the following agreement is made and entered into, in duplicate, as of the date executed by the City Clerk and the Mayor, by and between **Urban Graffiti Enterprises, Inc.** hereinafter referred to as the "CONTRACTOR" and the City of Brea, California, hereinafter referred to as "CITY".

WHEREAS, pursuant to Notice inviting Proposals, proposals were received, Reviewed by Committee, and declared on the date specified in said notice; and

WHEREAS, City did accept the bid of Contractor **Urban Graffiti Enterprises, Inc.** and;

WHEREAS, City has authorized the City Clerk and Mayor to enter into a written contract with Contractor for furnishing labor, equipment, and material for the removal of graffiti at various locations throughout the City of Brea.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Removal of Graffiti at Various Locations in the City Of Brea. Said work to be performed in accordance with specifications and standards on file in the office of the Director of Public Works and in accordance with bid prices hereinafter mentioned and in accordance with the instruction of the Director of Public Works for a period commencing: **May 5, 2020 through April 30, 2021.**

The prices quoted with the bid shall be in effect for one year, at which time the agreement will be subject to review. The City and contractor shall have the option of extending the term of the agreement, by mutual consent of the parties, four (4) times for periods of one year each. Should the agreement be extended, the contract prices shall be adjusted as set forth in paragraph 15 and 16 hereof.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED

The aforesaid specifications are incorporated herein by reference hereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Resolution Inviting Bids attached hereto, together with this written agreement, shall constitute the contract between the parties. This contract is intended to require complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this written agreement shall control.

3. TERMS OF CONTRACT:

A. The undersigned bidder agrees to execute the contract within ten (10) working days from the date of notice of award of the contract or upon notice by City after ten (10) working days.

B. The CONTRACTOR, while fulfilling the terms of this Contract, is performing as a representative of CITY and 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 the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INSURANCE: The Contractor shall not commence work under this contract until he 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 his subcontract until all insurance required of the subcontractor has been obtained. Any tort claims filed against the CITY related to the performance of this Contract and subsequently tendered to the CONTRACTOR shall be promptly investigated, and the resolution of such claims shall be promptly reported to the CITY.

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 Director of Public Works a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he 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 for products/completed operations and any and all other activities undertaken by the Contractor in the performance of this Agreement – – or – – :

(2) (Alternative to Commercial General Liability) – Comprehensive, broad form General Public Liability (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

(3) Comprehensive Automobile Liability (Occurrence) – For bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) 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.

(5) Other required insurance, endorsements or exclusions as required by the plans and specifications.

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

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

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

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

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

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

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

(3) Name as additional insured 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 insured shall be called upon to cover a loss under said policy;

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to City.

d. Prior to commencing performance under this Agreement, the 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 the expiration of any required policies of insurance.

5. PREVAILING WAGE: This is a public works contract. 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/>. By initiating any work pursuant to this Agreement, the CONTRACTOR acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the CONTRACTOR shall post such rates at each job site covered by Agreement. For every subcontractor who will perform work pursuant to this Agreement, the CONTRACTOR shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the CONTRACTOR shall include in the written Contract between it and each subcontractor a copy of the provisions in this Section and a requirement that each subcontractor shall comply with those provisions. The 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 the failure of the subcontractor to pay its workers the specified prevailing rate of wages. The CONTRACTOR shall diligently take action to halt or correct any failure.

To the maximum extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend (at the CONTRACTOR's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any liability, demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to violation of any requirement set forth in Sections 5 through 8 of this Agreement, by any person (including the CONTRACTOR, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the CONTRACTOR under this Section 5 shall survive expiration or termination of this Agreement.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to City, not more than fifty 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 the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

6. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices' journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contribution to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: 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.

8. COMPLIANCE WITH OTHER LABOR CODE PROVISIONS: The CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the 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. The CONTRACTOR has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the CONTRACTOR shall forfeit one hundred dollars (\$100) for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The CONTRACTOR shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The CONTRACTOR and subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the CONTRACTOR or any subcontractor becomes debarred or suspended during the duration of the Project, the CONTRACTOR shall immediately notify the City.

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.

9. 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 indemnify City against and will hold and save City harmless from any and all actions, claims, 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 organization arising out of or in connection with the work, operation, or activities of the Contractor, his agents, employees, subcontractors, or invitees provided for herein, 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, and in connection therewith:

- a. The Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The Contractor will promptly pay any judgment rendered against the Contractor or City covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the Contractor hereunder, and the Contractor agrees to 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 for damages or other claims arising out of or in connection with the work, operation, or activities of the Contractor hereunder, the Contractor agrees to pay to City any and all costs and expenses incurred by City in such action or proceeding together with reasonable attorneys' fees.

So much of the money due to the Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damage as aforesaid.

10. 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, 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.

11. CONTRACT PRICE AND PAYMENT: City shall pay to the Contractor for furnishing material and doing the prescribed work the unit price set forth in accordance with Contractor's proposal dated April 14, 2020.

12. LABOR AND MATERIALS BOND: Prior to commencing work hereunder, the CONTRACTOR shall provide a labor and materials bond in the amount of 100% of the Contract price herein. The payment bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

13. NOTICES: All notices required or permitted here- under shall be deemed delivered to the party to whom notice is sent upon personal delivery thereof at the addresses set forth upon which said notice is placed, postage pre-paid, in the United States mail and addressed as follows:

Juan Reinoso, President
CONTRACTOR: Urban Graffiti Enterprises, Inc.
1280 Mountain View Circle
Azusa, CA 91702

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

14. SUPERVISOR DESIGNATION: Contractor shall provide to City's Director of Public Works, upon execution of this Agreement, the name of the individual employed by Contractor designated as the Contractor's primary representative for the supervision and prosecution of the work. Said designated person shall be available, upon 30 minutes notice, to respond personally or by telephone to requests for information or instructions concerning the prosecution of the work from City's authorized representatives.

15. CONTRACT RENEWAL NOTIFICATION: The contractor must request, in writing at least thirty (30) days prior to the end of each year of the contract, contractor desire to extend the agreement and the contractor's desire for an adjustment in the rates of compensation as set forth in paragraphs 16 and 17 hereof.

16. CONTRACT PRICE ADJUSTMENT: During the second twelve (12) month period of the Agreement, if any, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1982-84 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. Cost of living adjustment shall not to exceed 3% annually. Rate Changes: The fee schedule in Exhibit A shall not be revised during the term of the Contract (including any extension periods) without prior approval by City's City Council.

17. TERMINATION OR ABANDONMENT: This agreement may be terminated by City without cause, upon the giving of a written "Notice of Termination" to Contractor at least fifteen (15) days prior to the termination date specified in said notice. Contractor may terminate this agreement only for cause. Termination of the Contract does not release CONTRACTOR from any and all claims, damages or other liability incurred during the contract until CITY acknowledges such release.


18. 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.

19. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California
Contractor's License No. 592356

C33, C61/D38, C61/D42, C61/D52, C61/D63

Date: 04/16/2020

By:  President
Signature Title

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk

Date: _____

Contractor's Business Phone: 626-815-4900 _____

Emergency Phone at which Contractor can be reached
at any time: 626-815-4900 _____

ALTERNATE PRICING

In the effort to keep the cost of these services within an approved budget, while still maintaining the high level of service residents have become used to, we propose this alternate pricing structure.

Graffiti in the City of Brea has historically been a cyclical type of crime that fluctuates for no apparent reason. If not promptly eradicated, it can quickly get out of control. An essential component of a comprehensive graffiti control program is the practice of proactively patrolling major thoroughfares, sensitive areas and known hot spots. The cost of such routine patrols cannot easily be factored into a piecemeal pricing structure. It is therefore that we propose a fixed monthly rate for these services (detailed below).

Based on the city's graffiti historical data, a fixed monthly rate is a more cost-effective option since there are no minimum call-out charges. In addition, the burden and motivation of maintaining graffiti under control becomes the contractor's responsibility, since it is he who stands to lose, if graffiti isn't kept under control.

Historically, we have patrolled and serviced the city once per week and responded to urgent requests within 24 hours. That service schedule has been more than sufficient to keep the city clean and graffiti under control. We propose to continue the same level of service the city has grown used to at the fixed monthly rate stated below. Once per week, we will patrol the city completing any pending service requests and eradicating any additional graffiti noticed by our crew(s) while on patrol. All of the features detailed in our proposal, including emergency same day service for graphic or pornographic graffiti will remain the same.

We feel confident that our extensive experience servicing the city of Brea for over two decades gives us unparalleled understanding of the city's needs.

The fixed monthly rate we propose is as follows:

Service Crews	Weekly Scheduled Service Days	Monthly Cost	Yearly Cost
As many as needed	1	\$2,450.00	\$29,400.00

The service rates herein stated are in full compliance with all state, federal and local regulations. Including DIR prevailing wage requirements.

EXHIBIT B

Graffiti Removal - Scope of Work

- Respond to graffiti removal calls within 24 hours and remove graffiti within 48 hours of notification.
- Graffiti removal methods include:
 - **Paint-out** - Where the existing paint is matched as close as possible and the graffiti is painted over. (The most typical method of graffiti removal)
 - **Water blasting** - High-pressure water is used to blast graffiti from the vandalized surface and the water is captured to prevent runoff into storm drains.
 - **Biodegradable chemicals** - Used when certain surfaces can be cleaned with a biodegradable chemical. This type of removal is typically used on metal or glazed surfaces and for relatively small amounts of graffiti.

The removal technician can select which method of removal will work best unless otherwise instructed by a Public Works representative.

- **Removal from Public Right-of-Way**

Graffiti is removed from all public right-of-way surfaces, (e.g. City buildings, parks, sidewalks, signs, etc.). Graffiti on private property may be removed by the City contractor if the graffiti is visible from the public right of way. This determination is made by the City contractor and, when necessary, Public Works representative, in accordance with Brea Municipal Code section 8.16. If the property belongs to another public agency, (such as county or state) the City will report it to the proper agency.

- **Removal from Non-Public Right-of-Way**

If graffiti is on private property, it is the property owner's responsibility to remove it as soon as possible. Property owners who fail to remove graffiti within a reasonable time may be subject to action by the City's Code Enforcement Division. The Brea Municipal Code gives property owners seven days to remove graffiti from the time the owner is notified. (BMC 8.16.040.A)

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ALTERNATE PRICING

In the effort to keep the cost of these services within an approved budget, while still maintaining the high level of service residents have become used to, we propose this alternate pricing structure.

Graffiti in the City of Brea has historically been a cyclical type of crime that fluctuates for no apparent reason. If not promptly eradicated, it can quickly get out of control. An essential component of a comprehensive graffiti control program is the practice of proactively patrolling major thoroughfares, sensitive areas and known hot spots. The cost of such routine patrols cannot easily be factored into a piecemeal pricing structure. It is therefore that we propose a fixed monthly rate for these services (detailed below).

Based on the city's graffiti historical data, a fixed monthly rate is a more cost-effective option since there are no minimum call-out charges. In addition, the burden and motivation of maintaining graffiti under control becomes the contractor's responsibility, since it is he who stands to lose, if graffiti isn't kept under control.

Historically, we have patrolled and serviced the city once per week and responded to urgent requests within 24 hours. That service schedule has been more than sufficient to keep the city clean and graffiti under control. We propose to continue the same level of service the city has grown used to at the fixed monthly rate stated below. Once per week, we will patrol the city completing any pending service requests and eradicating any additional graffiti noticed by our crew(s) while on patrol. All of the features detailed in our proposal, including emergency same day service for graphic or pornographic graffiti will remain the same.

We feel confident that our extensive experience servicing the city of Brea for over two decades gives us unparalleled understanding of the city's needs.

The fixed monthly rate we propose is as follows:

Service Crews	Weekly Scheduled Service Days	Monthly Cost	Yearly Cost
As many as needed	1	\$2,450.00	\$29,400.00

The service rates herein stated are in full compliance with all state, federal and local regulations. Including DIR prevailing wage requirements.

Graffiti Removal - Scope of Work

- Respond to graffiti removal calls within 24 hours and remove graffiti within 48 hours of notification.
- Graffiti removal methods include:
 - **Paint-out** - Where the existing paint is matched as close as possible and the graffiti is painted over. (The most typical method of graffiti removal)
 - **Water blasting** - High-pressure water is used to blast graffiti from the vandalized surface and the water is captured to prevent runoff into storm drains.
 - **Biodegradable chemicals** - Used when certain surfaces can be cleaned with a biodegradable chemical. This type of removal is typically used on metal or glazed surfaces and for relatively small amounts of graffiti.

The removal technician can select which method of removal will work best unless otherwise instructed by a Public Works representative.

- **Removal from Public Right-of-Way**

Graffiti is removed from all public right-of-way surfaces, (e.g. City buildings, parks, sidewalks, signs, etc.). Graffiti on private property may be removed by the City contractor if the graffiti is visible from the public right of way. This determination is made by the City contractor and, when necessary, Public Works representative, in accordance with Brea Municipal Code section 8.16. If the property belongs to another public agency, (such as county or state) the City will report it to the proper agency.
- **Removal from Non-Public Right-of-Way**

If graffiti is on private property, it is the property owner's responsibility to remove it as soon as possible. Property owners who fail to remove graffiti within a reasonable time may be subject to action by the City's Code Enforcement Division. The Brea Municipal Code gives property owners seven days to remove graffiti from the time the owner is notified. (BMC 8.16.040.A)
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City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/05/2020

SUBJECT: Approve Plans and Specifications, Receive Bids, Adopt Resolution, and Award Contract with T.E. Roberts, Inc. for Eagle Hills Tract Water Improvement, CIP No. 7467, ("Project")

RECOMMENDATION

1. Approve the Plans and Specifications; and,
2. Receive bids; and,
3. Adopt Resolution to appropriate an additional \$1,790,000 from the Water Fund (420) and \$100,000 from Measure M (260) to the Project; and,
4. Award Contract to the lowest responsive and responsible bidder, T.E Roberts, Inc. in the amount of \$2,753,508.95; and,
5. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

The Eagle Hills Tract Water Main Replacement, CIP No. 7467 was programmed within the Fiscal Year (FY) 2018-2019 and FY 2019-20 Capital Improvement Program (CIP). The title of the project was updated during the Plans, Specifications, and Estimate (PS&E) Phase to "Eagle Hills Tract Water Improvements, CIP 7467" ("Project"), which appropriately reflects the scope of work within the bid documents. The Project is located in the Eagle Hills Tract Subdivision (see Attachment A). The scope of work for the Project includes, but is not limited to; installation of 8-inch and 10-inch water mains and fittings, water services connections, cap/plug old water main, grinding AC pavement, removing AC pavement, placement of AC pavement, slurry seal, re-striping, update ADA ramps, and adjusting water valve and utility manholes as required within Project boundary.

The Final Plans and Specifications ("Bid Documents") were accepted by staff on February 21, 2020, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on March 5, 2020 and again on March 12, 2020, 20 days prior to bid opening (Attachment B - Plans and Attachment C - Specifications). Furthermore, the hard copy of the Bid Documents are available at the City Clerk's office for review. There was one addendum to the Specifications, which provided centerline monument tie records within the subdivision (see Attachment D). Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid.

On March 24, 2020, staff received a total of 15 bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$2,753,508.95 from T.E.

Roberts, Inc. ("TE Roberts") from Orange, California (see Attachment E).

Below are the results of the 15 bids received within Table 1:

Table 1 – Total Bid Summary

Bidder Number	Bidder	Amount Bid
1	T.E. Roberts, Inc.	\$ 2,753,508.95
2	Sully Miller Contracting Company	\$2,854,000.00
3	Stephen Doreck Equipment Rentals, Inc.	\$2,872,083.90
4	Hana Pipeline, Inc.	\$2,913,000.00
5	Big Ben, Inc.	\$2,924,818.95
6	Lucas Builders, Inc.	\$3,062,690.08
7	Boudreau Pipeline	\$ 3,149,073.64
8	Griffith Company	\$ 3,153,204.29
9	Mamco, Inc. DbA Alabbasi	\$ 3,153,204.29
10	JA Salazar Construction & Supply Corp.	\$ 3,640,831.11
11	Ferreira Construction Co., Inc. DbA	\$ 3,699,400.37
12	C.P. Construction Co., Inc.	\$ 3,894,154.82
13	Christensen Brothers General Engineering, Inc.	\$ 3,903,992.69
14	Colich & Sons L.P.	\$ 4,052,921.10
15	Nationwide Contracting Services, Inc. DbA	\$ 4,098,902.75
	Engineers Estimate	\$ 3,254,000.00

As depicted within Table 1, the apparent lowest bid price from T.E. Roberts was less than the Engineer's Estimate (EE) by approximately \$500,000. Based on the other bid amounts, the EE was within the middle range of bids and the bids were very competitive.

T.E. Roberts has been in the construction business for 20 years and has completed construction of similar pipeline improvement projects for the City of Newport Beach, City of Anaheim, and Coachella Valley Water District. Their California Contractor's license 603008 – A (General Engineering) with C-34 (Pipeline) and Department of Industrial Relations registration number 1000000280 has been verified by staff and their bid package met the City requirements. In addition, staff contacted the Cities of Newport Beach and City of Anaheim, where the contractor received a favorable review. Based on the aforementioned bid review, staff has determined T.E. Roberts to be a responsive and responsible bidder. Therefore, staff recommends that the City Council consider awarding a Construction Contract to the lowest responsive and responsible bidder, T.E. Roberts, Inc. in the amount of \$2,753,508.95 (see Attachment F).

COMMISSION/COMMITTEE RECOMMENDATION

At the April 28, 2020 Finance Committee meeting, Finance Committee inquired as to the reason for the significant difference between the previously approved budget and the proposed budget needed to fully fund the project. In response, the original project budget was developed approximately 9 years ago when the project first appeared in the 7 year CIP program. Since then, the estimated project budget had not been updated and had been carried over year-after-year in the 7 year CIP until the first year of project funding was approved in FY18-19. Factors including inflation, escalating prevailing wage rates, and good economy increased anticipated costs over the years. Staff had decided to wait until bids were received before reconciling the project budget so the funding appropriation would reflect actual anticipated costs.

FISCAL IMPACT/SUMMARY

The total updated cost for the Project is estimated at \$3,465,000 based on the apparent low bid amount of \$2,753,508.95, a 10% contingency, design, and construction engineering costs. The approved budget within the CIP FY 2019-20 for the Project is \$1,575,000. This budget amount was programmed in FY 2018-19 and carried into the FY 2019-20 CIP budget, but was not updated to reflect the most recent bid prices. The sources of funds within the approved budget are from the Water Fund (420) and Gas Tax (220).

In order to award the Construction Contract to T.E. Roberts, staff is recommending adding additional funds to the Project in the amount of \$1,890,000. Therefore, Staff developed a Resolution for the City Council to consider, which will appropriate the necessary funds to the Project (See Attachment G). The sources of added and new funds are from the Water Fund (420) and Measure M (260). The following Table 2 reflects the Project adopted and proposed amended budget summary:

Table 2 – Budget Breakdown

Expense Category	FY 2019-20 Adopted Budget (\$)	FY 2019-20 Proposed Increase (\$)	FY 2019-20 Proposed Budget Amendment (\$)
Design	80,000	30,000	110,000
Construction including 10% Contingency	1,350,000	1,680,000	3,030,000
Construction Engineering	145,000	180,000	325,000
Total	1,575,000	1,890,000	3,465,000

Funding Category		FY 2019-20 Adopted Budget (\$)		FY 2019-20 Proposed Budget Amendment (\$)			
Water Fund (420)		Gas tax (220)	Total	Water Fund (420)	Gas tax (220)	Measure M (260)	Total
Design	80,000		80,000	110,000			110,000
Construction including 10% Contingency	1,300,000	50,000	1,350,000	2,880,000	50,000	100,000	3,030,000
Construction Engineering	145,000		145,000	325,000			325,000
Total	1,525,000	50,000	1,575,000	3,315,000	50,000	100,000	3,465,000

As depicted in Table 2, the Water Fund (420) will be increased from \$1,525,000 to \$3,315,000 and \$100,000 from Measure M (260) will be added to the Project funding, the Gas Tax (220) will remain at \$50,000. If the Resolution is adopted by City Council to allocate the additional funds, the Project will be fully funded. Therefore, staff recommends City Council consider adopting the Resolution. There is no impact to the General Fund from this Project.

The Project will replace various water mains with associated water infrastructure and rehabilitate the pavement on various streets within the Eagle Hills Tract Subdivision. If City Council approves staff recommendations, the Project is anticipated to start construction in early- June 2020 and be completed by December 2020.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

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

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

Attachments

Attachment A - Location Map

Attachment B - Bid Documents Plans

Attachment C - Bid Documents - Specifications

Attachment D - Addendum #1

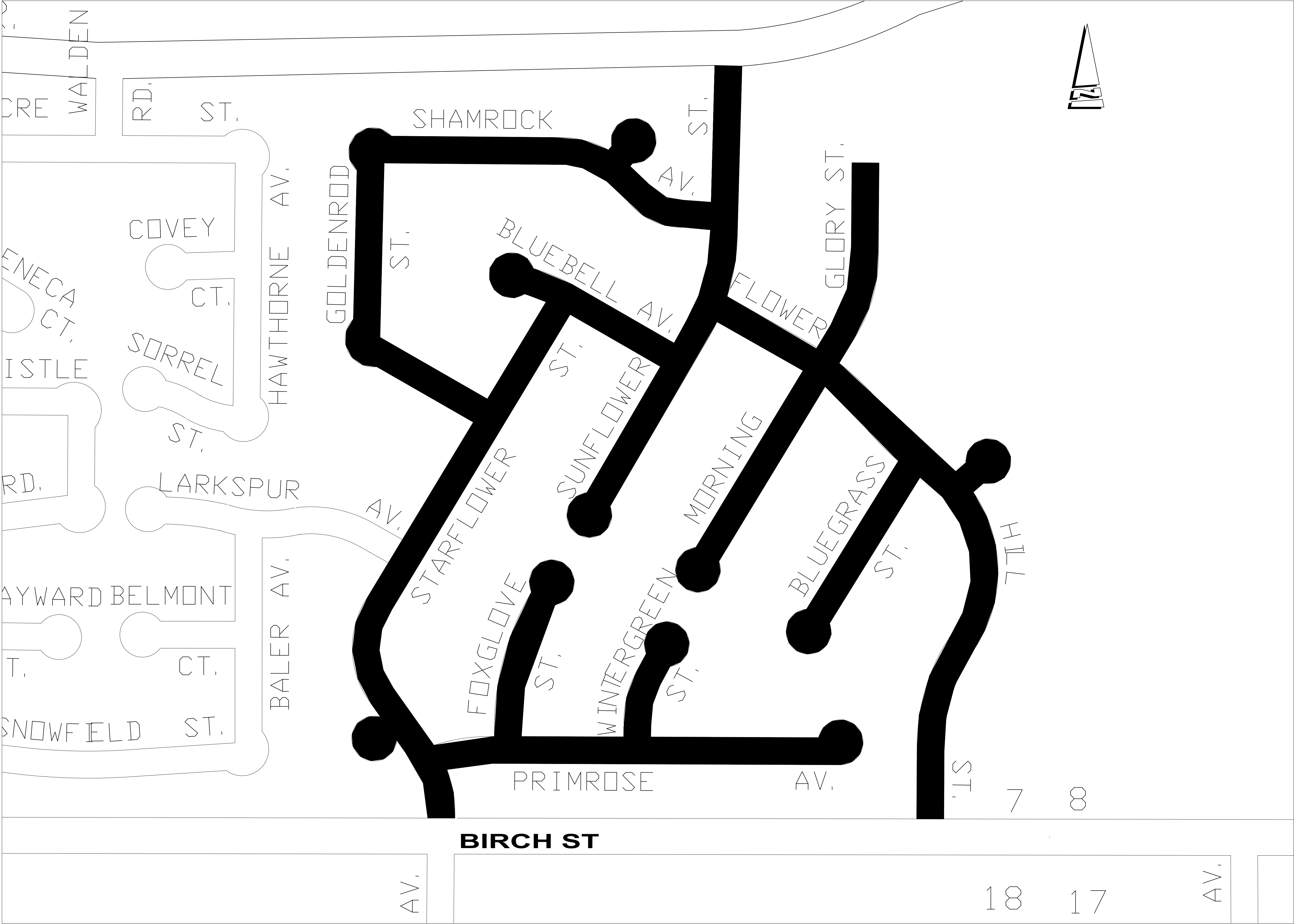
Attachment E - T.E. Roberts, Inc. Proposal

Attachment F - Construction Contract Agreement

Attachment G - Resolution

PROJECT 7467

EAGLE HILLS TRACT WATER MAIN REPLACEMENT



VICINITY MAP

NOT TO SCALE

SEE CITY STANDARD PLAN 101-0 FOR STREET IMPROVEMENTS AND CITY STANDARD PLAN 301-0 FOR WATER SYSTEM GENERAL NOTES.

GENERAL NOTES:

1.

THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THIS PLAN ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.
2.

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF BREA (THE OWNER) AND THE CIVIL ENGINEER FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT WITH THE EXCEPTION OF LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER.
3.

PRIOR TO CARRYING OUT ANY WORK FOR THE OWNER, THE CONTRACTOR MUST READ, UNDERSTAND AND SIGN THE AGREEMENT CONTAINED IN THE CONTRACT DOCUMENTS, WHICH INCLUDE THE REQUIREMENTS THAT THE CONTRACTOR SHALL BE IN COMPLIANCE WITH CAL-OSHA TITLE 8, SECTION 3203 AND SENATE BILL 198 WHICH REQUIRE A WRITTEN INJURY AND ILLNESS PREVENTION PROGRAM (IIPP).
4.

THE CONTRACTOR AND ALL SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK, AND THE PUBLIC IS PROTECTED. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".
5.

THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR'S AND ALL SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".
6.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXISTING FACILITIES WHETHER OR NOT THEIR EXISTENCE OR APPROXIMATE LOCATIONS ARE SHOWN ON THESE PLANS, FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED TO ALLOW ADEQUATE CLEARANCE FROM ALL FACILITIES ENCOUNTERED. THE CONTRACTOR MUST NOTIFY ALL UTILITIES, APPLICABLE AGENCIES AND ANY OTHERS WITH STRUCTURES IN THE PIPELINE ALIGNMENT OR WORKING SPACE THAT HE WILL BE WORKING NEAR THEIR STRUCTURES. NOTICE SHALL BE GIVEN AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MUST ABIDE BY THEIR REQUIREMENTS TO PROTECT THESE STRUCTURES.
7.

ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREEN BOOK"); REQUIREMENTS OF CAL-OSHA, REQUIREMENTS OF THE CITY OF BREA, AND THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS FOR THIS PROJECT. THE ORDER OF PRECEDENCE SHALL BE THESE PLANS, THE OWNER'S SPECIFICATIONS (CONTRACT DOCUMENTS), THE CITY OF BREA REQUIREMENTS AND THE GREEN BOOK.
8.

THE OWNER WILL OBTAIN NECESSARY PERMITS EXCEPT WHERE THE PERMITTING AGENCY REQUIRES THE CONTRACTOR TO APPLY. CONTRACTOR SHALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF SAID PERMITS.
9.

ALL CHANGE ORDERS MUST BE APPROVED IN WRITING BY OWNER PRIOR TO START OF CONSTRUCTION OF ITEMS DESCRIBED IN THE CHANGE ORDER. PRIOR WRITTEN APPROVAL BY THE OWNER IS REQUIRED FOR THE CONTRACTOR TO RECEIVE PAYMENT ABOVE AND BEYOND THE CONTRACT.
10.

CONTRACTOR SHALL PROTECT EXISTING WATER SUPPLY AND FIRE SERVICE AND MINIMIZE SERVICE INTERRUPTIONS. UNLESS WRITTEN PERMISSION IS OBTAINED FROM THE OWNER, THE SYSTEM SHALL BE RETURNED TO WORKING ORDER AT THE CLOSE OF EACH WORK DAY.
11.

CONTRACTOR SHALL PROVIDE ALL SURVEYING AND STAKING NECESSARY FOR PROPER ALIGNMENT. FINAL ALIGNMENT SHALL BE AS SHOWN IN THESE PLANS OR AS MODIFIED WITH WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
12.

UPON COMPLETION OF THE PROJECT AND PRIOR TO RETENTION PAYMENT, CONTRACTOR SHALL PROVIDE OWNER WITH A DETAILED SET OF AS-BUILT PLANS. A SET OF PLANS SHALL BE REDLINED SHOWING ALL DEVIATIONS FROM THE ORIGINAL PLANS, QUANTITIES AND TYPES OF ALL MATERIALS, ALIGNMENT AND DEPTH OF PIPELINES AND DIMENSIONS TO ALL FITTINGS.
13.

CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL REQUIRED IN ORDER TO SAFELY COMPLETE THIS PROJECT. TRAFFIC CONTROL SHALL BE ACCEPTABLE TO THE GOVERNING PERMIT ISSUING AGENCY. WHEN REQUIRED BY THE PERMIT ISSUING AGENCY, THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN.
14.

THE CIVIL ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

WATER MAIN ABANDONMENT:

- 1-

EXISTING WATER VALVES & HYDRANTS SHALL BE REMOVED AND DISPOSED. IF DEEMED SALVAGEABLE BY THE CITY REPRESENTATIVE IT SHALL BE DELIVERED TO THE CITY YARD.
- 2-

EXISTING WATER MAIN SHALL BE FILLED WITH A CEMENT SAND SLURRY TO THE SATISFACTION OF THE CITY.
- 3-

CUT EXISTING SERVICE TO 2' BELOW GRADE.
- 4-

EXISTING VALVE BOXES AND WATER VALVES SHALL BE REMOVED AND BACKFILLED WITH SLURRY CEMENT AND PAVED OVER.
- 5-

CONTRACTOR SHALL INSTALL ADAPTOR WITH BLIND FLANGE WITH THRUST BLOCK WHERE THE ABANDONED LINE JOINS AN EXISTING MAIN.
- 6-

ABANDONED WATER METER BOXES SHALL BE REMOVED AND BACKFILLED AND SURFACE RESTORED AS NEEDED.

CONSTRUCTION PLANS FOR EAGLE TRACT WATER IMPROVEMENTS PROJECT No. 7467

SWPPP NOTES:

1.

CONTRACTOR IS REQUIRED TO CONTROL ALL RUNOFF FROM CONSTRUCTION ACTIVITIES. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE.
2.

DISCHARGES OF MATERIALS OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARDS; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER REGULATIONS 40 CFR PARTS 117 AND 302.
3.

POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS, WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHINGS.
4.

DURING CONSTRUCTION, THE CONTRACTOR SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON THE SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
5.

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

AERIAL SURVEY CONTROL:

HORIZONTAL AND VERTICAL CONTROL DATA WAS CAPTURED USING LEICA GS18 ANTENNA AND RECEIVER. THE RAW DATA WAS SENT TO OPUS AND A SOLUTION FOR EACH POINT WAS ACHIEVED. OPUS SOLUTIONS WERE CALCULATED USING NAD 83, NAVD 88 AND GEOID 18 IN CALIFORNIA ZONE 5. WE TIED INTO ORANGE COUNTY BENCH MARK NUMBER 2C-113-99 WITH THE LEICA GS18 AND CONFIRMED THE ELEVATION TO BE 368.96'

ORANGE COUNTY BENCH MARK-- 2C-113-99

DESCRIBED BY OCS 2003 - FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "2C-113-99" SET IN THE TOP OF THE NORTHWEST CORNER OF A4 FT. BY 8 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED ON THE EASTERLY SIDE OF BREA BOULEVARD 0.1 MILES NORTHERLY OF THE INTERSECTION OF BREA BOULEVARD AND ASH STREET, 23 FT. NORTHERLY OF THE CENTERLINE OF THE RAILROAD TRACKS, 42 FT. SOUTHEASTERLY OF THE CENTERLINE OF BREA BOULEVARD. MONUMENT IS SET LEVEL WITH THE SIDEWALK.
ELEVATION: (NAVD88) 368.961

REFERENCE DWGS:

CITY OF BREA STANDARD PLANS

TITLE	STD. PLAN No.
GENERAL NOTES--STREET IMPROVEMENTS	101-0
TRENCH DETAILS (1-SACK SLURRY)	102-0
SIDEWALK	103-0
CURB & GUTTER	106-0
CURB RAMP	107-0
TITLE	STD. PLAN No.
GENERAL NOTES--WATER SYSTEM	301-0
MAIN LINE WATER VALVES	302-0
WATER SERVICE AND METER (1")	304-0
WATER SERVICE AND METER (2")	305-0
FIRE HYDRANT ASSEMBLY	306-0
BLOW-OFF HYDRANT	307-0
2" AIR RELEASE VALVE ASSEMBLY	308-0
VALVE BOX ASSEMBLY	309-0
THRUST BLOCK AND RESTRAINT	312-0
PIPE BEDDING AND ENCASEMENT	313-0
WATER & SEWER SEPARATION	319-0

CALTRANS STANDARD PLANS

TITLE	STD. PLAN No.
PAVEMENT MARKERS AND TRAFFIC LINES--TYPICAL DETAILS	A20A
PAVEMENT MARKERS AND TRAFFIC LINES--TYPICAL DETAILS	A20B
PAVEMENT MARKERS AND TRAFFIC LINES--TYPICAL DETAILS	A20D
PAVEMENT MARKERS-- ARROWS AND SYMBOLS	A24E
PAVEMENT MARKINGS--CROSSWALKS	A24F
CURB RAMPS DETAILS	A88A

STANDARD PLANS FPR PUBLIC WORKS CONSTRUCTION

TITLE	STD. PLAN No.
CURB AND GUTTER - BARRIER	120-2



IN THE
CITY OF BREA, CALIFORNIA

SHEET INDEX	
SHEET	DESCRIPTION
1	TITLE SHEET
2	CONSTRUCTION NOTES AND DETAILS
3	TYPICAL SECTIONS
4	WATER IMPROVEMENT PLAN
5	WATER IMPROVEMENT PLAN
6	WATER IMPROVEMENT PLAN
7	WATER IMPROVEMENT PLAN
8	STREET IMPROVEMENT PLAN
9	STREET IMPROVEMENT PLAN
10	DETAILS

AGENCIES TO BE NOTIFIED:

SERVICES	CONTACT PERSON	TELEPHONE NUMBER
TIME WARNER/ CHARTER COM.	DAVID SCHARRER	(626) 639-1622
AT&T	FLOYD DIZON	(714) 618-9126
SOUTHERN CALIFORNIA GAS CO.	ADALBERTO RODRIGEZ	(714) 634-5069
EDISON- DISTRIBUTIONS	AARON PEARSON	(714) 388-2602
EDISON- TRANSMISSIONS	JUDY ARTINO	(714) 973-5488
VERIZON/ FRONTIER	STEVE RIOS	(562) 903-8045
GOLDEN STATE WATER COMPANY	DEL WEBB	(714) 528-1463
OC METROPOLITAN WATER DIST.	RICHARD FORD	(714) 577-5088
CALIFORNIA DOMESTIC MUN. WATER CO.	CHE VENEGAS	(562) 947-3811
CHEVRON OIL	DAVE ZERLER	(310) 669-4114
TORRANCE PIPELINE CO.	ELEANOR MARX	(310) 212-2914
SHELL PIPELINE CO., LP	ROSANA LAROSA	(310) 816-2140
CONOCO PHILLIPS	LEO MARTINEZ	(805) 226-2656
CITY ENGINEER	MICHAEL HO	(714) 990-7697
BREA WATER DEPARTMENT		(714) 990-7657
BREA MAINTENENCE DEPARTMENT		(714) 990-7691
BREA POLICE DEPARTMENT		(714) 990-7626
BREA FIRE DEPARTMENT - ADMIN		(714) 990-7644
BREA OLINDA UNIFIED SCHOOL DIST.		(714) 990-7800
BREA DISPOSAL		(714) 238-3300
BREA POST OFFICE		(714) 529-2163
AERA ENERGY	JEFF MAISCH	(714) 310-1245
CRIMSON PIPELINE	APRIL HARVEY	(562) 285-4195

NOTE TO CONTRACTOR:

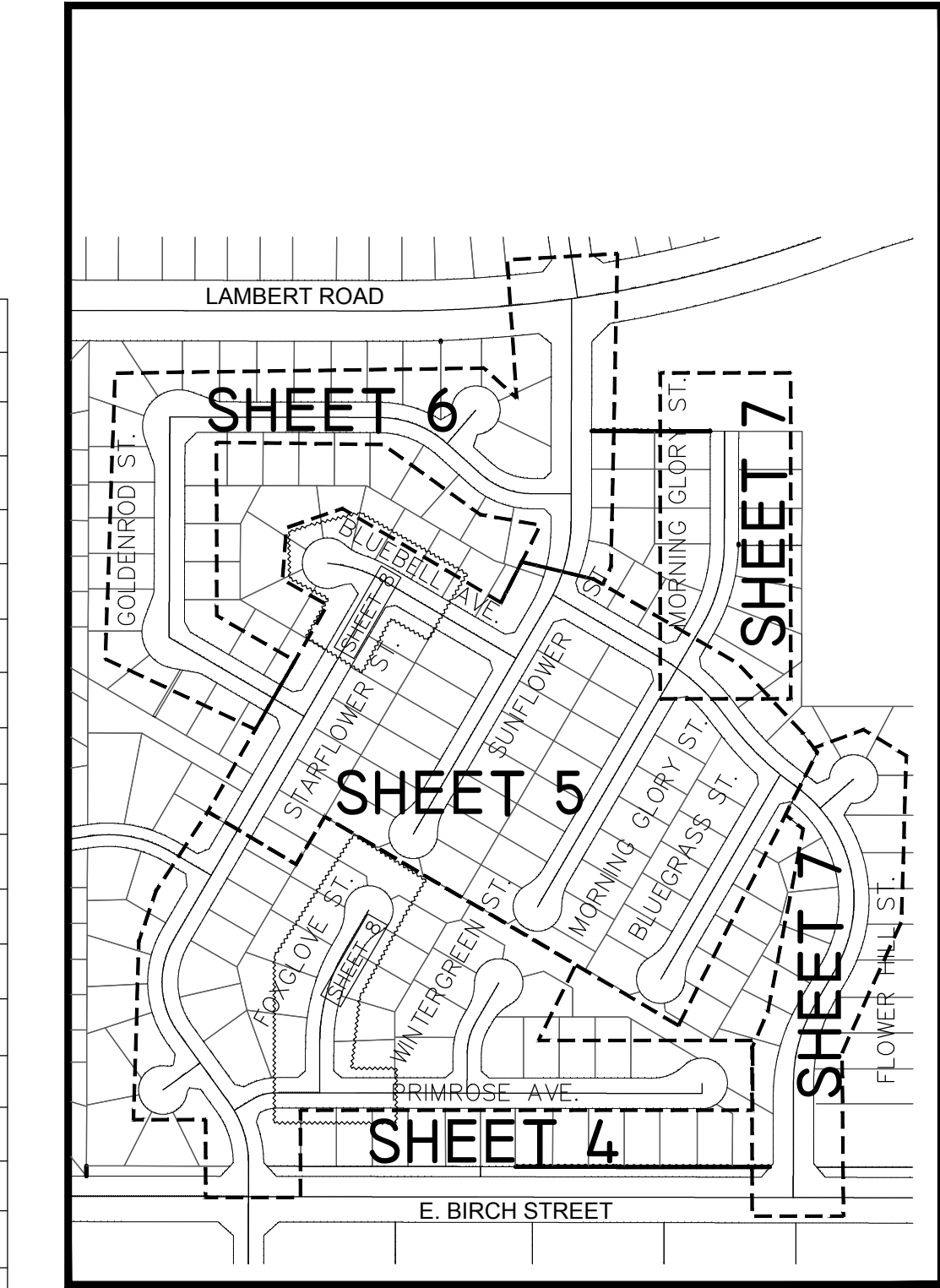
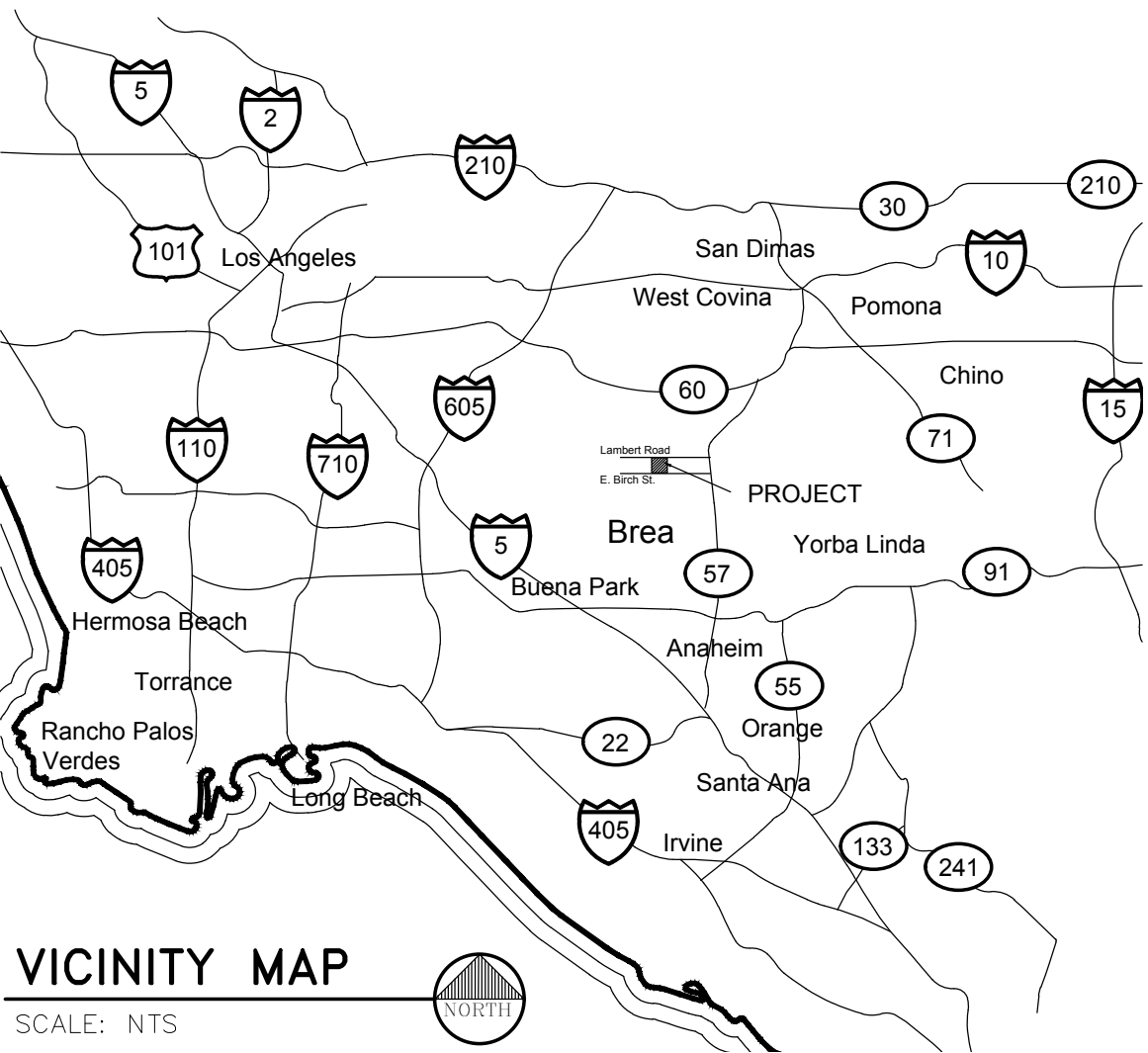
ASPHALT CONCRETE FOR WATER LINE TRENCHING IS NOI BID PER TON, IT IS TO BE INCLUDED PER UNIT PRICE FOR PIPE INSTALLED.

PROPOSED WATER VALVES ADJUSTMENT TO GRADE IS TO BE INCLUDED IN THE UNIT PRICE OF THE NEW WATER VALVE.

ALL DATA SHOWN IS BASED ON RECORD DRAWINGS, WITH THE EXCEPTION OF THE AERIAL SURVEY. (NO FIELD SURVEY WAS DONE). CONTRACTOR TO VERIFY ALL EXISTING FACILITIES AND INFORM THE ENGINEER IN CASE OF ANY DISCREPANCIES.

UNDERGROUND STRUCTURES



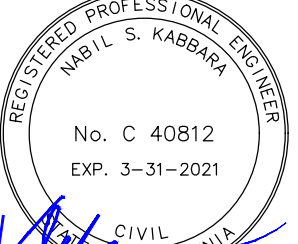

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED, NOT INDICATED ON THE PUBLIC RECORDS EXAMINED, LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



INDEX MAP

SCALE: NTS

WATER SERVICE LATERAL
SHALL BE COOPER.

 Know what's below. Call before you dig.	REVISIONS										 KABBARA ENGINEERING 121 N. HARWOOD STREET ORANGE CA 92866 (714) 744-9400- FAX (714) 744-9771	PREPARED UNDER THE SUPERVISION OF:  M. S. KABBARA R.C.E. NO. 40812	APPROVED BY: MICHAEL HO, P.E., DEPUTY PUBLIC WORKS DIRECTOR/CITY ENGINEER R.C.E. NO.: 70299 DATE EXP. DATE: 9/30/2020  CITY OF BREA PUBLIC WORKS DEPARTMENT	EAGLE TRACT WATER IMPROVEMENTS	SHEET 1 OF 10
	REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD					
											CITY REVIEW BLOCK				
											MAINTENANCE OPERATIONS	REVIEWED BY	DATE		
											TRAFFIC/STREET LIGHTING				
											ENGINEERING				
											RIGHT-OF-WAY				

ABBREVIATIONS

A.C.	ASPHALT CONCRETE	LME	LANDSCAPE MAINTENANCE EASEMENT
ACWS	ASPHALT CONCRETE WEARING SURFACE	LP	LOW POINT
AB	AGGREGATE BASE	LT	LEFT
AD	AREA DRAIN	MC	MIDDLE OF CURVE
ARV	AIR RELEASE VALVE	MCR	MIDDLE OF CURB RETURN
B.C.	BEGINNING OF CURVE	MH	MANHOLE
BCB	BOTTOM OF CONCRETE BARRIER	MIN	MINIMUM
BCR	BEGIN CURB RETURN	MLC	MORTAR LINED AND COATED
BEG	BEGIN	MTC	MEDIAN TOP OF CURB
BO	BLOW OFF	MWD	METROPOLITAN WATER DISTRICT
BUR. CBL.	BURIED CABLE	N.T.S.	NOT TO SCALE
BVCE	BEGINNING OF VERTICAL CURVE ELEVATION	OC	ON CURVE
BVCS	BEGINNING OF VERTICAL CURVE STATION	O.C.	ON CENTER
B/W	BACK OF WALK	P.C.	POINT OF COMPOUND CURVE
BW	BOTTOM OF WALL	P.C.C.	PROJECTED
C&G	CURB AND GUTTER	PE	POLYETHYLENE
CB	CATCH BASIN	P.I.	POINT OF INTERSECTION
CF	CURB FACE	PIVC	POINT OF INTERSECTION VERTICAL CURVE
CI	CAST IRON	PL (OR R)	PROPERTY LINE
C.I.P.	CAST IRON PIPE	P.O.XE	PUSH ON BY FLANGED END
CIPP	CAST IN PLACE PIPE	P.P.	POWER POLE
C	CENTERLINE	PMT	PAVEMENT
CLF	CHAIN LINK FENCE	P.R.C.	POINT OF REVERSE CURVATURE
CLR	CLEARANCE	P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
CO	CLEAN OUT	PT.	POINT OF TANGENT
CML	CEMENT MORTAR LINED	PVC	POLYVINYL CHLORIDE PIPE
CONC.	CONCRETE	P.V.I.	POINT OF VERTICAL INTERSECTION
CR	CURB RETURN	PUE	PUBLIC UTILITY EASEMENT
DG	DECOMPOSED GRANITE	PVMT	PAVEMENT
D.I.P.	DUCTILE IRON PIPE	R	RADIUS
DWG.	DRAWING	R.C.P.	REINFORCED CONCRETE PIPE
DWY	DRIVEWAY	RET	RETAINING WALL
EBP	EDGE OF BIKE PATH	RI	RODDING INLET
EC	END CURVE	RT	RIGHT
ECR	END CURB RETURN	R/W	RIGHT-OF-WAY
EG	EXISTING GRADE	R.W.	RESILIENT WEDGE
EL	ELEVATION	S	SEWER
EP	EDGE OF PAVEMENT	S=	SLOPE IN FEET PER FOOT
E.P.B.	ELECTRICAL PULL BOX	SC	SAW CUT LINE
E.R.M.	ELECTRICAL RISER AND METER	SD	STORM DRAIN
ELEC.	ELECTRICAL	SDE	STORM DRAIN EASEMENT
ESMT	EASEMENT	S.F.	SQUARE FEET
EX/EXIST.	EXISTING	SHT	SHEET
EVA	EMERGENCY VEHICLE ACCESS	SL	STATION LINE
FE	FLANGE END	S.O.	SIDE OPENING
FG	FINISH GRADE	SS	SANITARY SEWER
FH	FIRE HYDRANT	SSE	SANITARY SEWER EASEMENT
FI	FIELD INLET	SSMH	SANITARY SEWER MANHOLE
FL	FLOWLINE	STA.	STATION
FM	FORCE MAIN	STD.	STANDARD
FS	FINISHED SURFACE	STL.	STEEL
G	GAS	SW	SIDEWALK
GB	GRADE BREAK	T	TANGENT LENGTH
GR	GRATE	TC	TOP OF CURB
HDPE	HIGH DENSITY POLYETHYLENE	TEL.	TELEPHONE
HP	HIGH POINT	TF	TOP OF FOOTING
I.D.	INSIDE DIAMETER	TFC	TOP OF FLUSH CURB
IMP	INTEGRATED MANAGEMENT PRACTICE	TP	TOP OF PAVEMENT
INT	INTERSECTION	T.P.	TOP OF PIPE
INV.	INVERT	TW	TOP OF WALL
IRR.	IRRIGATION WATER LINE	TYP	TYPICAL
JS	JUNCTION STRUCTURE	VAR	VARIABLES
L	LENGTH	VC	VERTICAL CURVE
LE	LANDSCAPE EASEMENT	V.C.P.	VITRIFIED CLAY PIPE
L.F.	LINEAR FEET	VTM	VESTING TENTATIVE MAP
		W	WATER MAIN
		WW	WATER SURFACE ELEVATION
		WSE	WASTE WATER

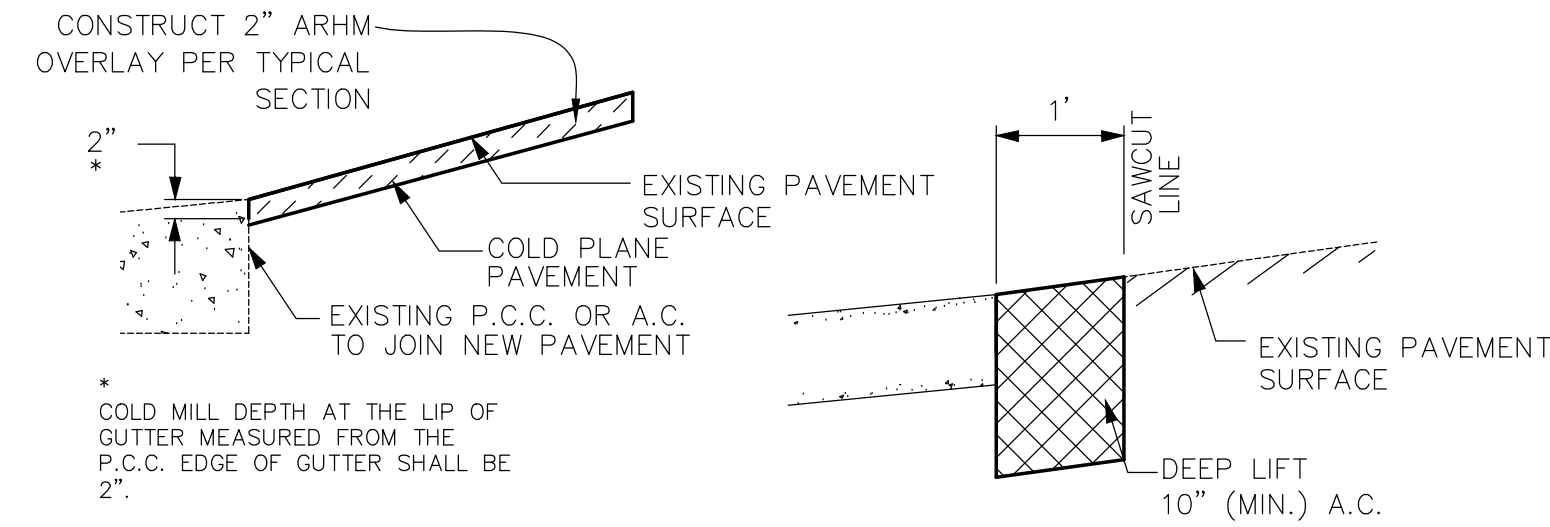
LEGEND

	PROPERTY ADDRESS		CENTER LINE
	EXISTING CURB AND GUTTER		ROW LINE
	PROPOSED WATER MAIN		LOT LINE
	VALVE ASSEMBLY		EXISTING FENCE
	BLOW-OFF FIRE HYDRANT		1 1/2" A.C. OVERLAY
	AIR RELEASE VALVE		SLOT PAVING
	WATER METER		COLD PLANE
	MANHOLE		SLURRY SEAL
	WATER VALVE		CURVE DATA
	FIRE HYDRANT		
	EXISTING POWER OR TELEPHONE POLE		
	EXISTING STRUCTURE		
	EXISTING WATER MAIN		
	EXISTING SEWER LINE		
	ELECTRICAL		
	GAS LINE		
	TELEPHONE LINE		
	STORM DRAIN LINE		
	EXISTING ANCHOR OR GUY		

NPDES NOTES:

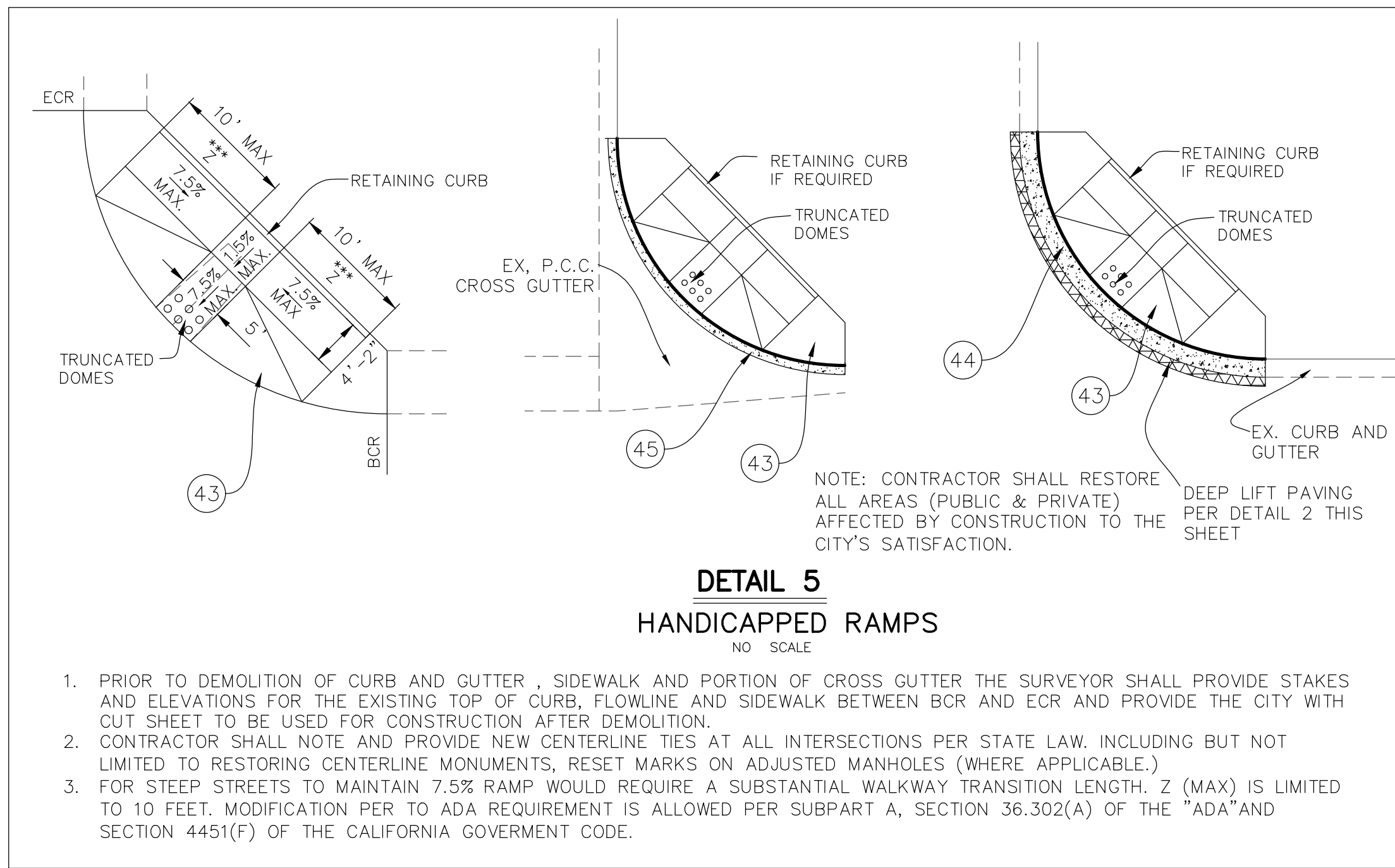
1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA STREET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
4. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC -OF-WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
5. TRASH AND CONSTRUCTION RELATED SOLID WASTE MUST BE DISPOSED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION BY RAINWATER AND DISPERSAL BY WIND.
6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
7. THE CONSTRUCTION WORK WITHIN CALTRANS RIGHT-OF-WAY MUST COMPLY WITH CONSTRUCTION SITE BEST MANAGEMENT PRACTICE (BMP'S) AS PER CALTRANS PROJECT PLANNING AND DESIGN GUIDE (PPDG) DATED JULY 2010, INCLUDING LATER REVISUIONS AND ADDENDUMS.
8. WORKS RELATED TO DRAINAGE SYSTEM, WATER POLLUTION CONTROL, AND EROSION CONTROL WITHIN THE STATE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST CALTRANS STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS. THE TEMPORARY DRAINAGE INLET PROTECTION SHALL COMPLY WITH THE CALTRANS STANDARD SPECIAL PROVISIONS SSP1360620.
9. THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO THE CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2003 OR THE LATEST REVISED EDITION, MAY APPLY DURING CONSTRUCTION (ADDITIONNAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY THE INSPECTOR.)

NS-2	DEWATERING OPERATIONS	SC21	VEHICLE AND EQUIPMENT CLEANING
NS-3	PAVING AND GRIDING OPERATIONS	SC-20	VEHICLE AND EQUIPMENT FUELING
WM-1	MATERIAL DELIVERY AND STORAGE	SC-22	VEHICLE AND EQUIPMENT REPAIR
WM-2	MATERIAL USE	EC-2	PRESERVATION OF EXISTING VEGETATION
WM-4	SPILL PREVENTION AND CONTROL	WE-1	WIND EROSION CONTROL
WM-5	SOLID WASTER MANAGEMENT	SE-8	SAND BAG BARRIER
WM-8	CONCRETE WASTE MANAGEMENT	SE-10	STORM DRAIN INLET PROTECTION



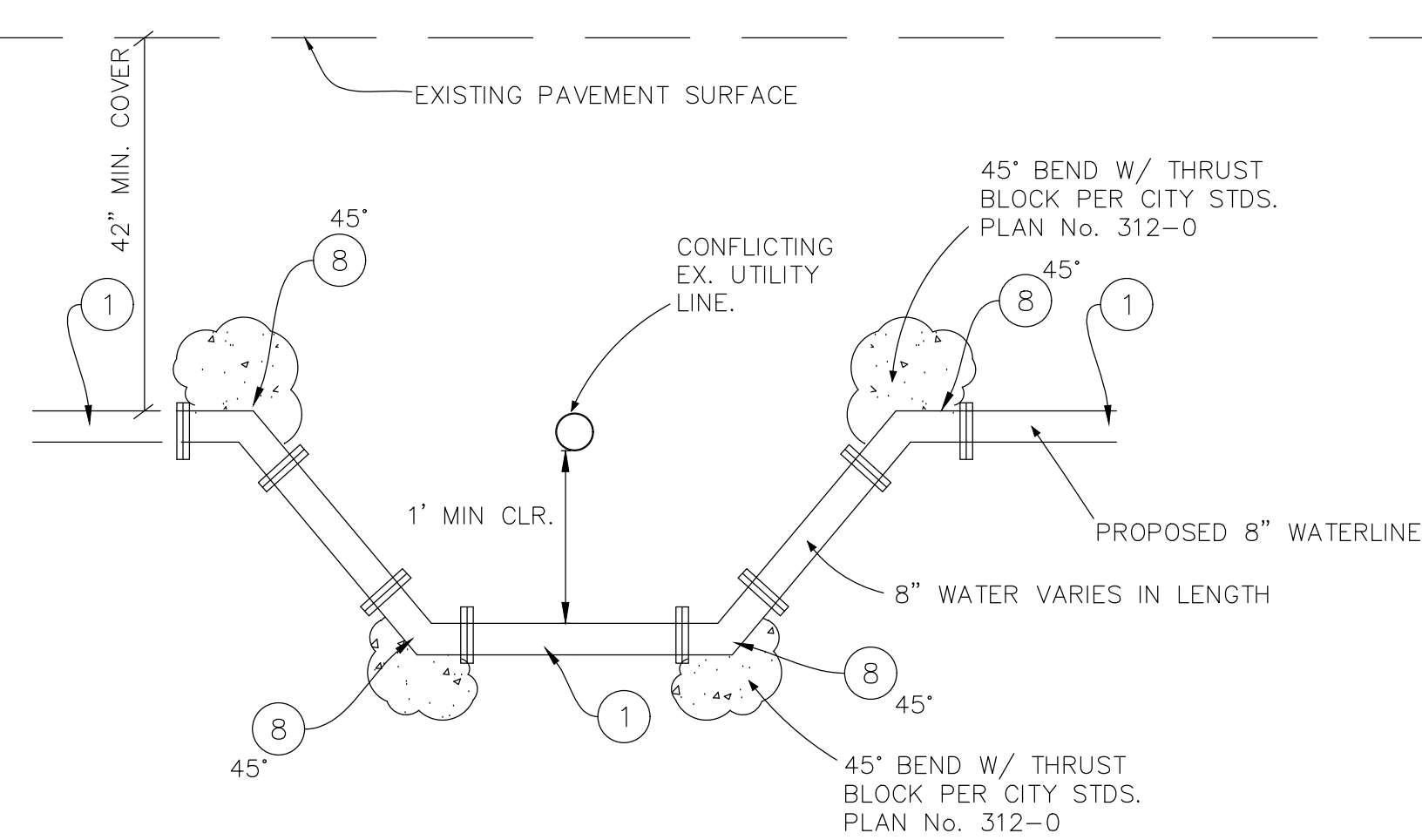
DETAIL 1
COLD MILLING

DETAIL 2
SLOT PAVING

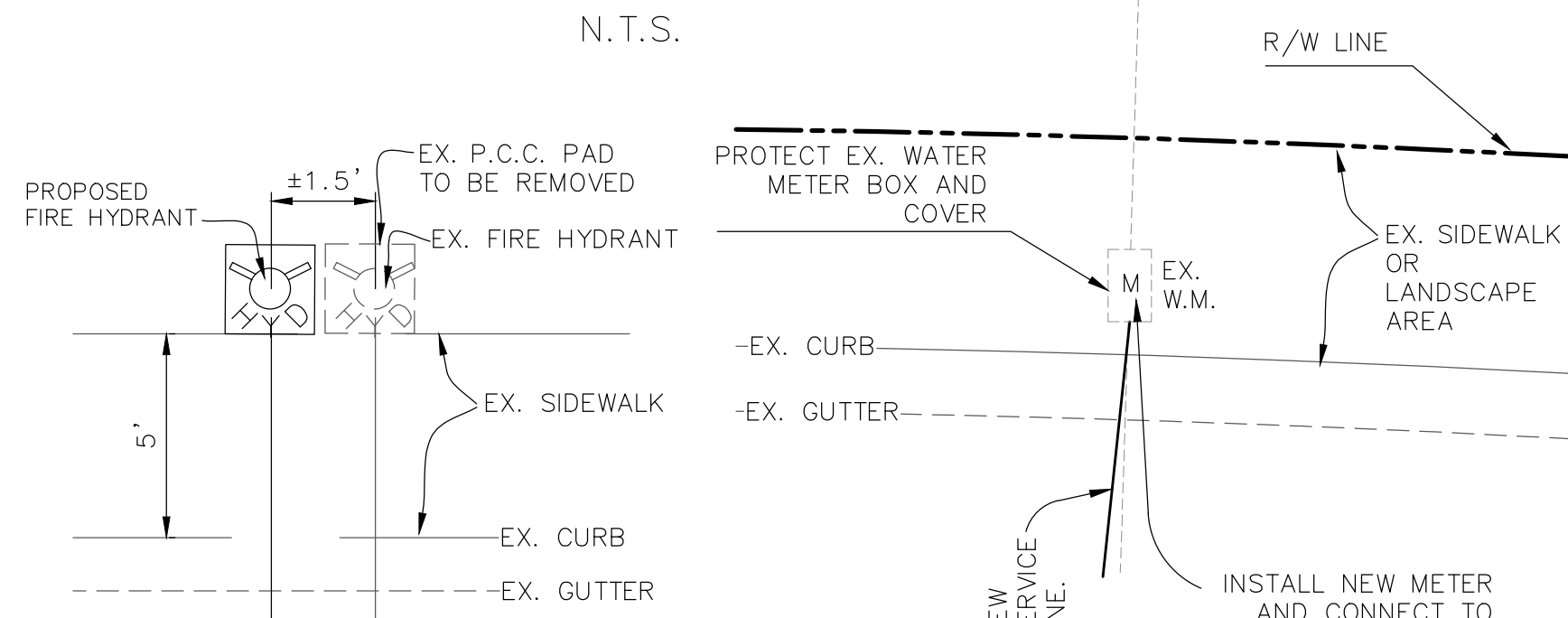


DETAIL 5
HANDICAPPED RAMPS

1. PRIOR TO DEMOLITION OF CURB AND GUTTER, SIDEWALK AND PORTION OF CROSS GUTTER THE SURVEYOR SHALL PROVIDE STAKES AND ELEVATIONS FOR THE EXISTING TOP OF CURB, FLOWLINE AND SIDEWALK BETWEEN BCR AND ECR AND PROVIDE THE CITY WITH CUT SHEET TO BE USED FOR CONSTRUCTION AFTER DEMOLITION.
2. CONTRACTOR SHALL NOTE AND PROVIDE NEW CENTERLINE TIES AT ALL INTERSECTIONS PER STATE LAW. INCLUDING BUT NOT LIMITED TO RESTORING CENTERLINE MONUMENTS, RESET MARKS ON ADJUSTED MANHOLES (WHERE APPLICABLE.)
3. FOR STEEP STREETS TO MAINTAIN 7.5% RAMP WOULD REQUIRE A SUBSTANTIAL WALKWAY TRANSITION LENGTH. Z (MAX) IS LIMITED TO 10 FEET. MODIFICATION PER TO ADA REQUIREMENT IS ALLOWED PER SUBPART A, SECTION 36.302(A) OF THE "ADA" AND SECTION 4451(F) OF THE CALIFORNIA GOVERNMENT CODE.



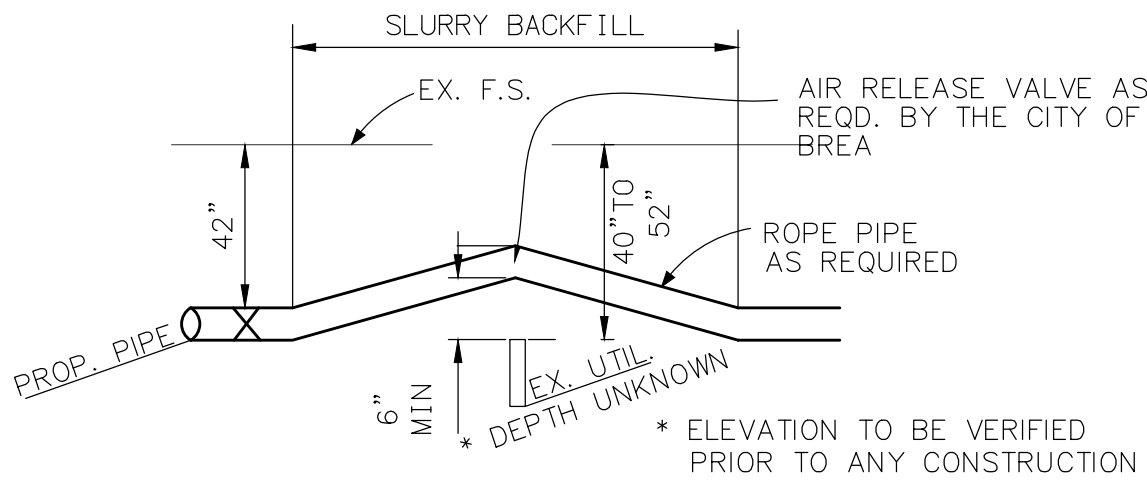
TYPICAL UNDERCROSSING DETAIL



DETAIL 3
FIRE HYDRANT LOCATION DETAIL

DETAIL 4
WATER SERVICE CONNECTION

PLACEMENT OF NEW FIRE HYDRANT SHALL NOT IMPEDE ADA ACCESS AND PROVIDE REQUIRED CLEARANCE AS REQUIRED BY ADA.



TYPICAL OVERCROSSING DETAIL

NOTE TO CONTRACTOR:
VERTICAL FITTINGS MAY BE REQUIRED WHEN CROSSING
CONFLICTING UTILITIES

STRIPING CONSTRUCTION NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

- 61 INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24E.
- 62 INSTALL 8" WHITE CHANNELIZING LINE PER CALTRANS STD. A20D, DETAIL 38.
- 63 INSTALL CROSSWALK PER CALTRANS STD. PLAN DETAIL A24F (STANDARD) COLOR WHITE UNLESS OTHERWISE NOTED (WIDTH PER PLAN).
- 64 INSTALL TWO DOUBLE YELLOW LANE LINES PER CALTRANS STD. PLAN A20B DETAIL 29.
- 65 INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STD. PLANS.
- 66 INSTALL LEFT TURN TYPE IV ARROW PER PLAN LEGEND AND STD. PLAN A24A.
- 67 REMOVE EXISTING AND INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER FIGURE 3B-102(CA), PER CALIFORNIA MUTCD.

APPLICABLE
BID ITEM

WATER CONSTRUCTION NOTES:

- 14 (1) INSTALL 8" PVC CL 200 DR14 WATERLINE (AWWA C900) PER CITY STD. PLAN No. 301-0 & 313-0 MODIFIED PER TRENCH DETAIL ON SHEET 10 OF PLANS.
- 15 (2) INSTALL 10" PVC CL 200 DR14 WATERLINE (AWWA C900) PER CITY STD. PLAN No. 301-0 & 313-0 MODIFIED PER TRENCH DETAIL ON SHEET 10 OF PLANS.
- 16 (3) INSTALL 8" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0 (MODIFIED PER PLAN).
- 17 (4) INSTALL 10" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0 (MODIFIED PER PLAN).
- 18 (5) INSTALL 10"x10"x8" D.I.P. TEE MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
- 19 (6) INSTALL 12"x12"x8" D.I.P. TEE MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
- 20 (7) INSTALL 8" D.I.P. TEE MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
- 21 (8) INSTALL 8" D.I.P. BEND MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0 (ANGLE PER PLAN).
- 22 (9) INSTALL 10" D.I.P. BEND MJ X MJ WITH THRUST BLOCK PER CITY STD. DWG No. 312-0. (ANGLE PER PLAN).
- 23 (10) INSTALL 10"x10"x8"x8" CROSS TEE D.I.P. MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
- 24 (11) INSTALL MJFLG ADAPTOR WITH BLIND FLANGE AND THRUST BLOCK PER CITY STD. DWG. No. 312-0.(SIZE PER PLAN).
- 25 (12) REMOVE EXISTING AND INSTALL NEW 1" SERVICE & NEW WATER METER (CITY PROVIDED) IN EXISTING WATER METER BOX PER CITY STD. PLAN No. 304-0 & DETAIL 4 ON SHEET 2 OF PLANS.
- 26 (13) REMOVE EXISTING AND INSTALL NEW 2" SERVICE & NEW WATER METER (CITY PROVIDED) IN EXISTING WATER METER BOX PER CITY STD. PLAN No. 305-0.
- 27 (14) INSTALL NEW FIRE HYDRANT PER CITY STD. PLAN No. 306-0 & DETAIL 3 ON SHEET 2 OF PLANS.
- 28 (15) INSTALL NEW BLOW-OFF HYDRANT PER CITY STD. PLAN No. 307-1 ON SHEET 10 OF PLANS.
- 29 (16) INSTALL 2" AIR RELEASE ASSEMBLY PER CITY STD. PLAN No. 308-1 ON SHEET 10 OF PLANS.
- 30 (17) ABANDON EXISTING SERVICES, WATER MAIN, EX. WATER VALVES AND FIRE HYDRANTS PER WATER ABANDONMENT NOTES ON SHEET 1 OF PLANS.
- 31 (18) REMOVE EXISTING METER BOX AND INSTALL NEW WATER METER BOX PER CITY STD. PLAN No. 304-0 OR 305-0 (CITY PROVIDED).
- 32 (19) INSTALL 12"x12"x10" TEE D.I.P. MJ X MJ PER PLAN WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
- 33 (20) REMOVE EXISTING VAULT AND EXISTING PRESSURE REDUCING VALVE AND INSTALL NEW VAULT & 6" PRESSURE REDUCING VALVE PER CITY STD. PLAN No.311-1 ON SHEET 10 OF PLANS.
- 34 (21) INSTALL 12" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0.

APPLICABLE
BID ITEM

STREET CONSTRUCTION NOTES:

- 6 (41) CONSTRUCT 2" ARHM-GG-C (RUBBER) PG-64-16 OVERLAY.
- 7 (42) COLD MILL EXISTING PAVEMENT 2" MINIMUM PER TYPICAL SECTION & DETAIL 1 ON SHEET 2 OF PLANS.
- 8 (43) SAWCUT & REMOVE EXISTING RAMP AND SIDEWALK (BCR TO ECR) AND CONSTRUCT NEW PCC CURB RAMP PER CITY STD. PLAN No. 107-0 OVER 4" SE 30 SAND BEDDING (CASE B UNLESS OTHERWISE NOTED), & 4" SIDEWALK OVER 4" SE 30 SAND BEDDING PER CITY STD. PLAN No. 103-0, INCLUDING DETECTABLE WARNING SURFACE (BLACK COLOR) & RETAINING CURB PER DETAIL 5 ON SHEET 2 OF PLANS.
- 9 (44) SAWCUT & REMOVE EX. & CONSTRUCT NEW PCC CURB & GUTTER TYPE A2-8 (W=2") OVER 6" C.A.B. PER CITY STD. No.106 & DEEP LIFT SLOT PAVE PER DETAIL 2 ON SHEET 2 OF PLANS.
- 10 (45) SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB TYPE A3-6 OVER 6"C.A.B. PER SPPWC STD. DWG No.120-2. (W=1") (VAR. C.F.)
- 11 (46) ADJUST MANHOLE TO GRADE.
- 12 (47) CRACK SEAL AND CONSTRUCT POLYMER MODIFIED SLURRY SEAL 1h TYPE II.
- 4 (48) RECOVER CENTERLINE MONUMENTS AND SET NEW CENTERLINE TIES PER COUNTY REQUIREMENTS.
- 4 (49) RECOVER CENTERLINE MONUMENTS AND SET NEW MONUMENTS WITH CENTERLINE TIES PER COUNTY REQUIREMENTS.



Know what's below.
Call before you dig.

REVISIONS

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

KABBARA ENGINEERING
121 N. HARWOOD STREET ORANGE CA 92666
(714) 744-9400- FAX (714) 744-9771

DRAWN BY:	D.C.	DATE
DESIGNED BY:	B.K.	DATE
CHECKED BY:	L.C.	DATE

PREPARED UNDER THE SUPERVISION OF:

MABIL S. KABBARA
REGISTERED PROFESSIONAL ENGINEER
No. C 40812
EXP. 3-31-2021
CIVIL
R.C.E. NO. 40812
2/11/2020
DATE

CITY OF BREA



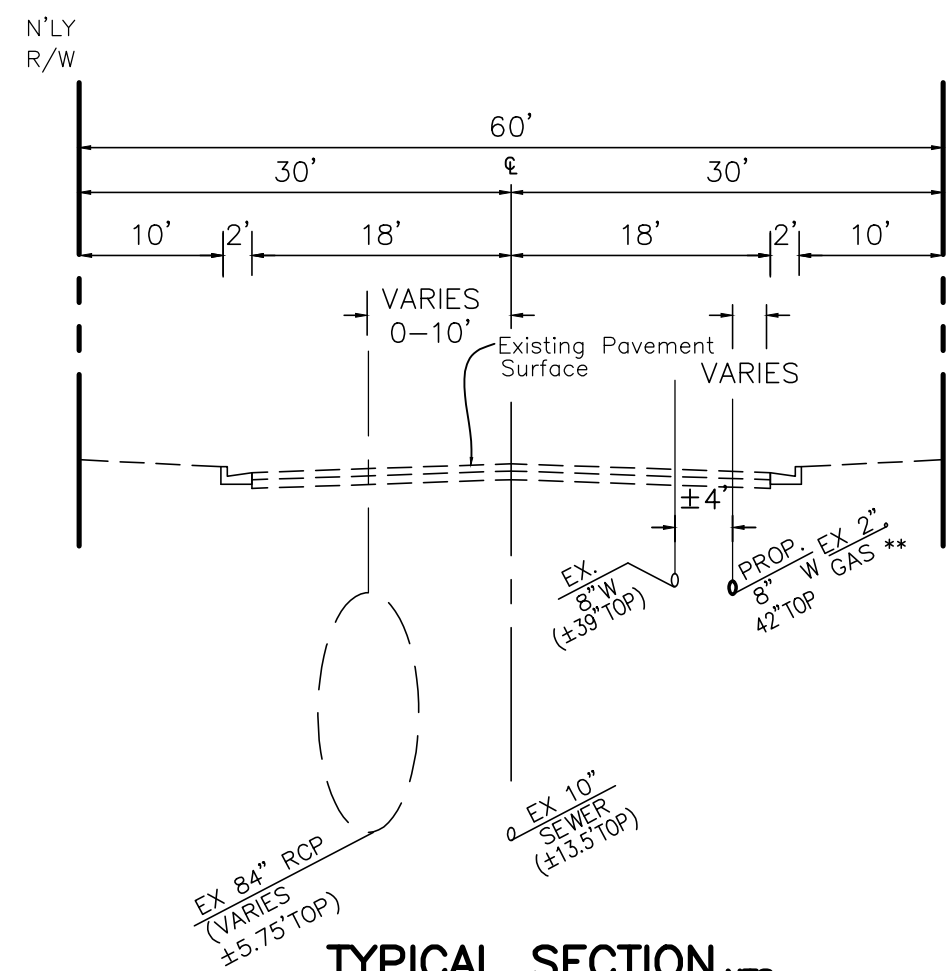
PUBLIC WORKS DEPARTMENT

WATER IMPROVEMENT PLANS
EAGLE HILLS TRACT WATER PROJECT
CONSTRUCTION NOTES &
DETAILS

SHEET

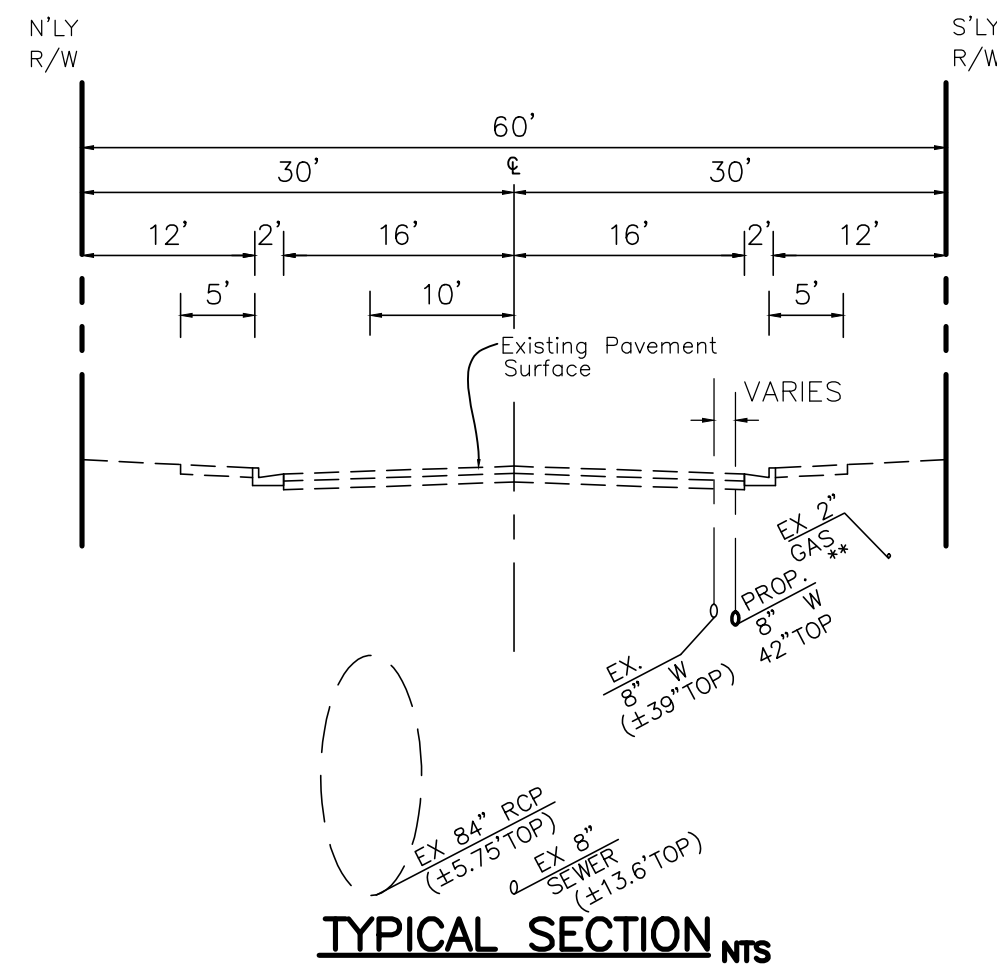
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OF
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FOR BIDDING PURPOSES ONLY



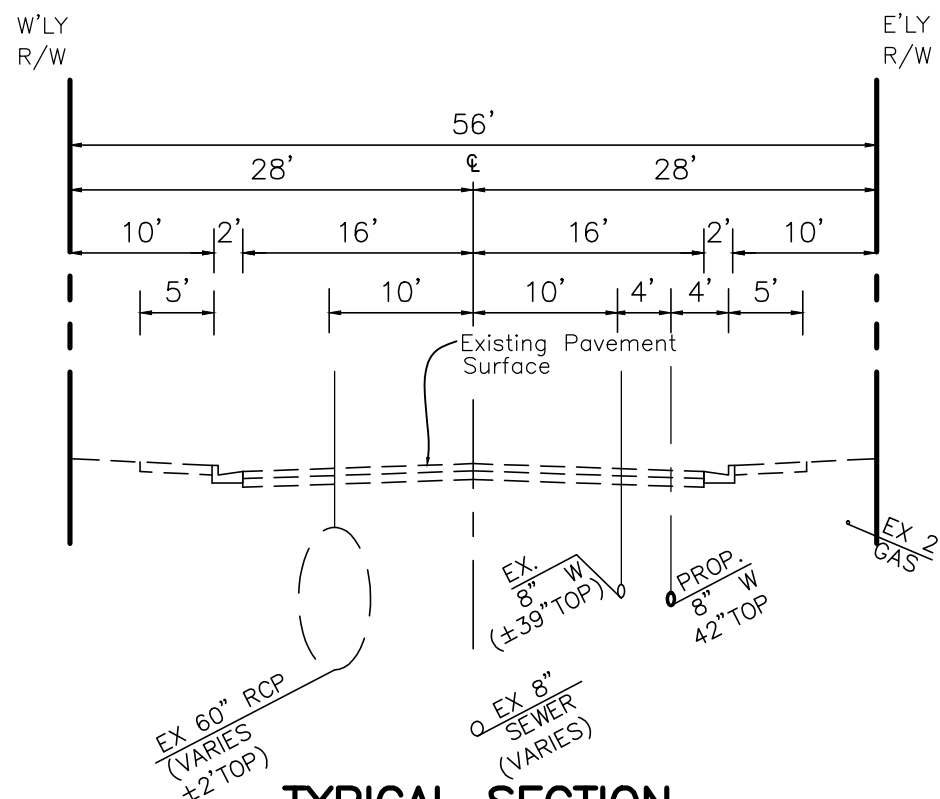
TYPICAL SECTION NTS

STARFLOWER ST.
FROM E. BIRCH ST. TO PRIMROSE ST.
SEE SHEET No. 4



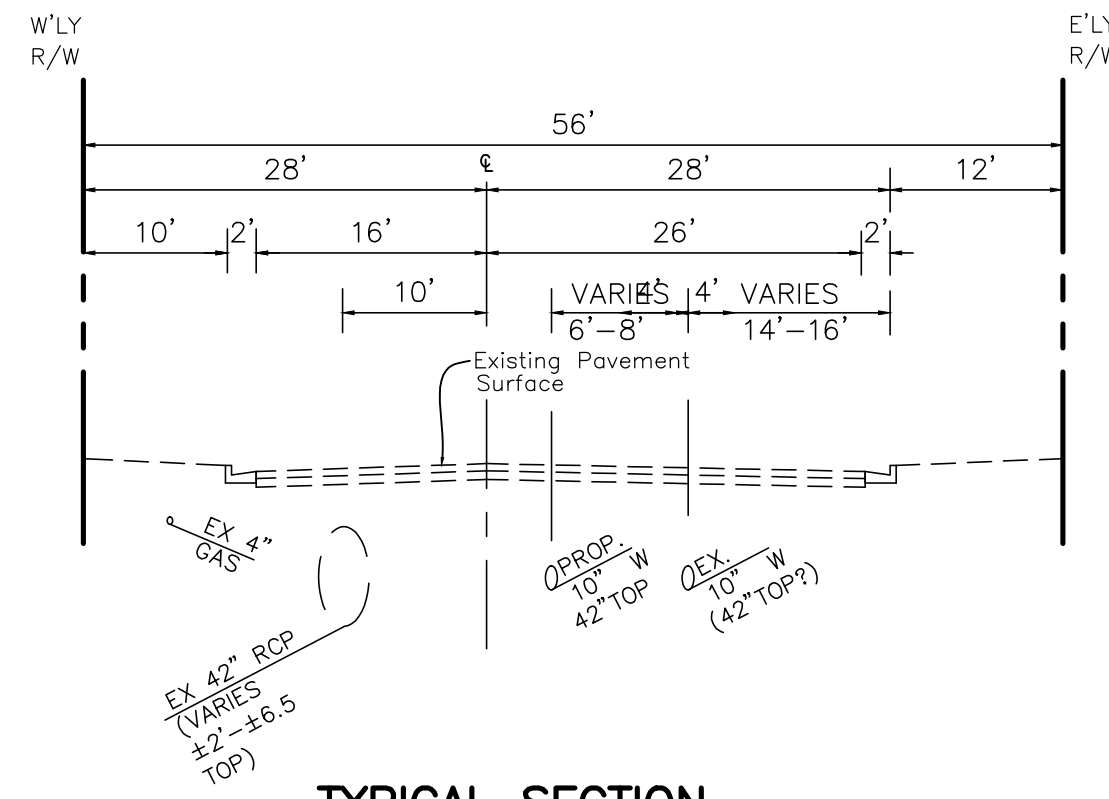
TYPICAL SECTION NTS

PRIMROSE AVENUE
FROM STARFLOWER ST. TO FOXGLOVE ST.
SEE SHEET No. 4



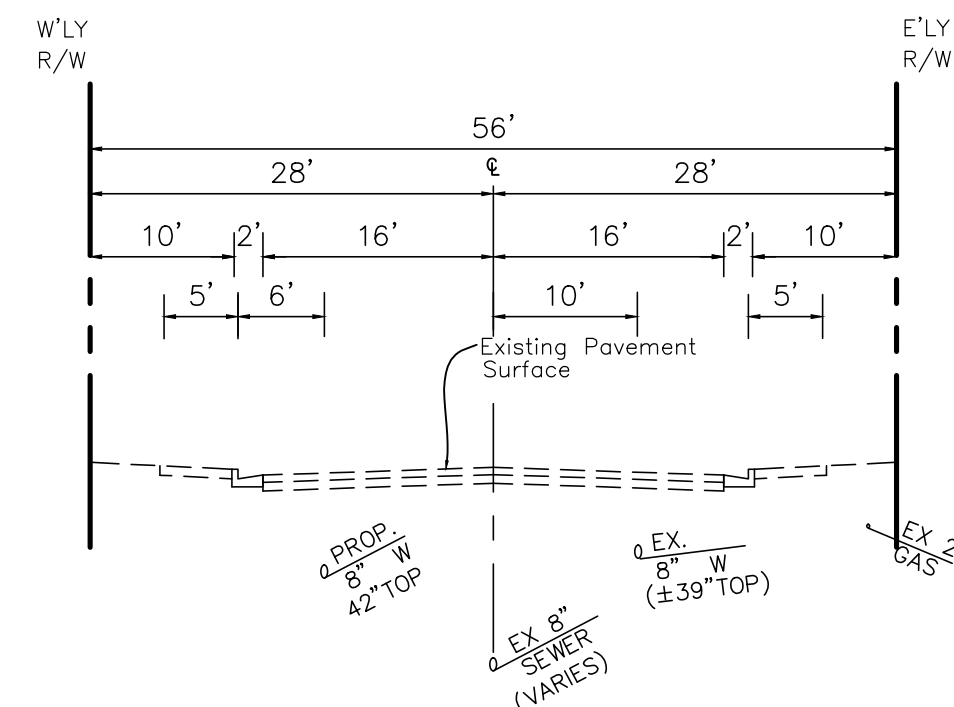
TYPICAL SECTION NTS

SUNFLOWER ST.
FROM S'LY CDS TO BLUEBELL AVE.
SEE SHEET No. 5



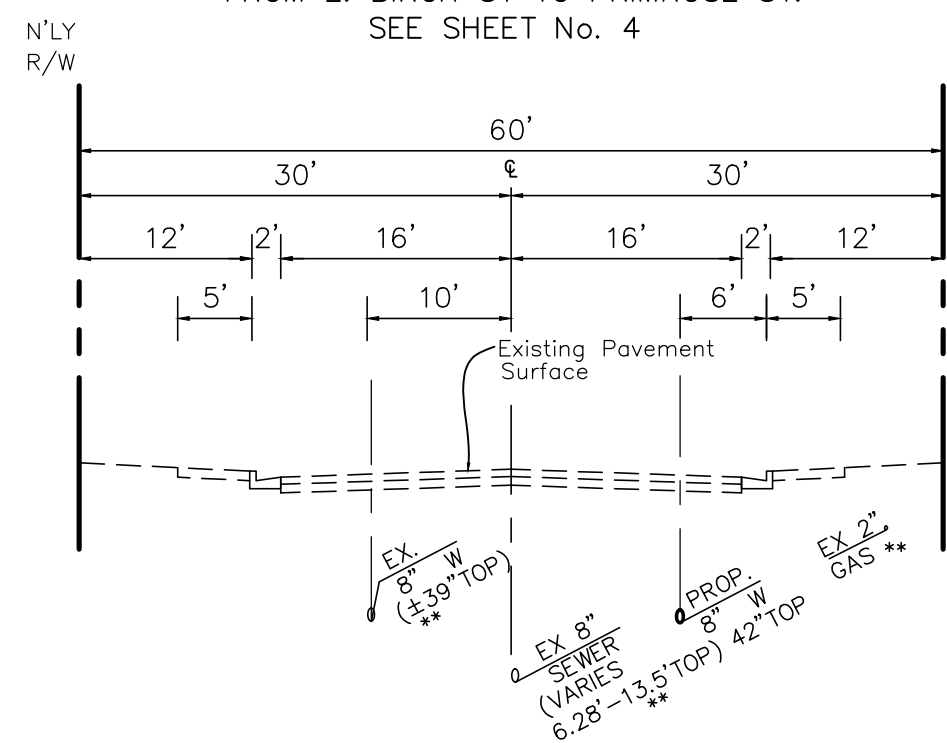
TYPICAL SECTION NTS

SUNFLOWER ST.
FROM FLOWER HILL ST. TO LAMBERT ROAD
SEE SHEET No. 6



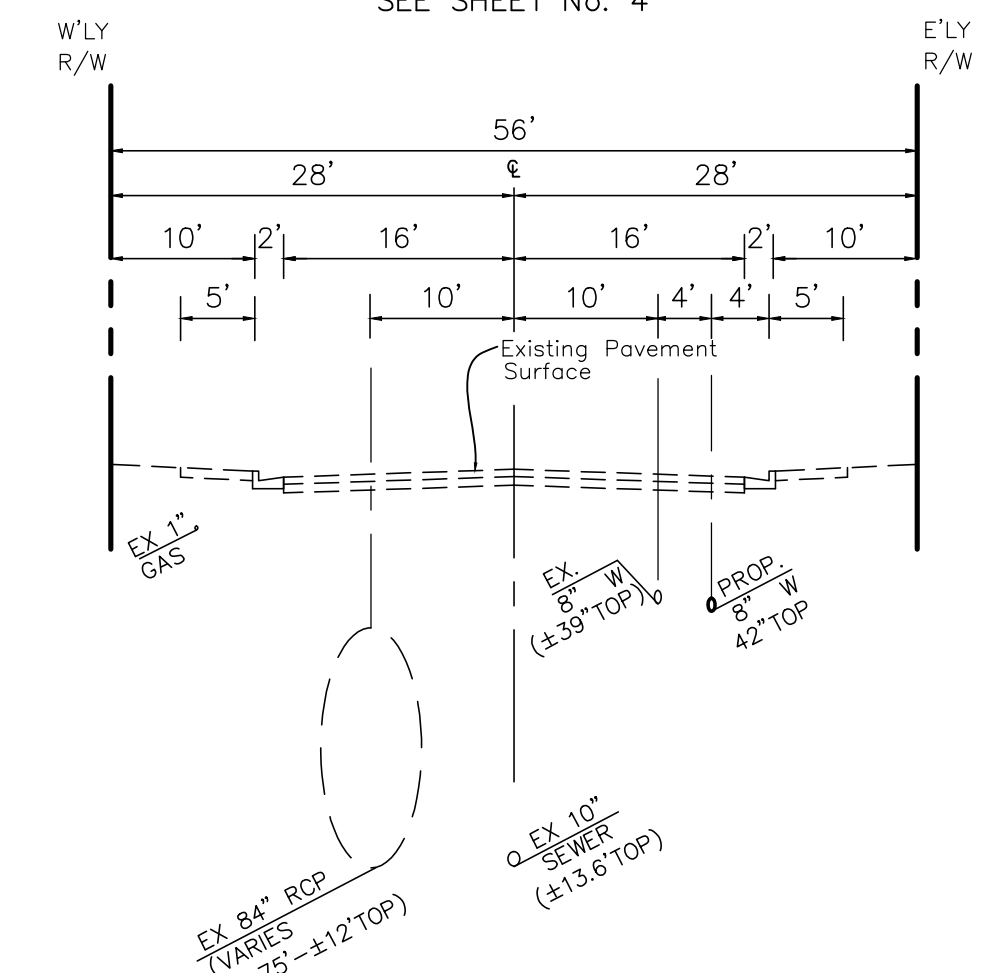
TYPICAL SECTION NTS

MORNING GLORY ST..
FROM S'LY CDS TO N'LY CDS
SEE SHEET No. 5, 7



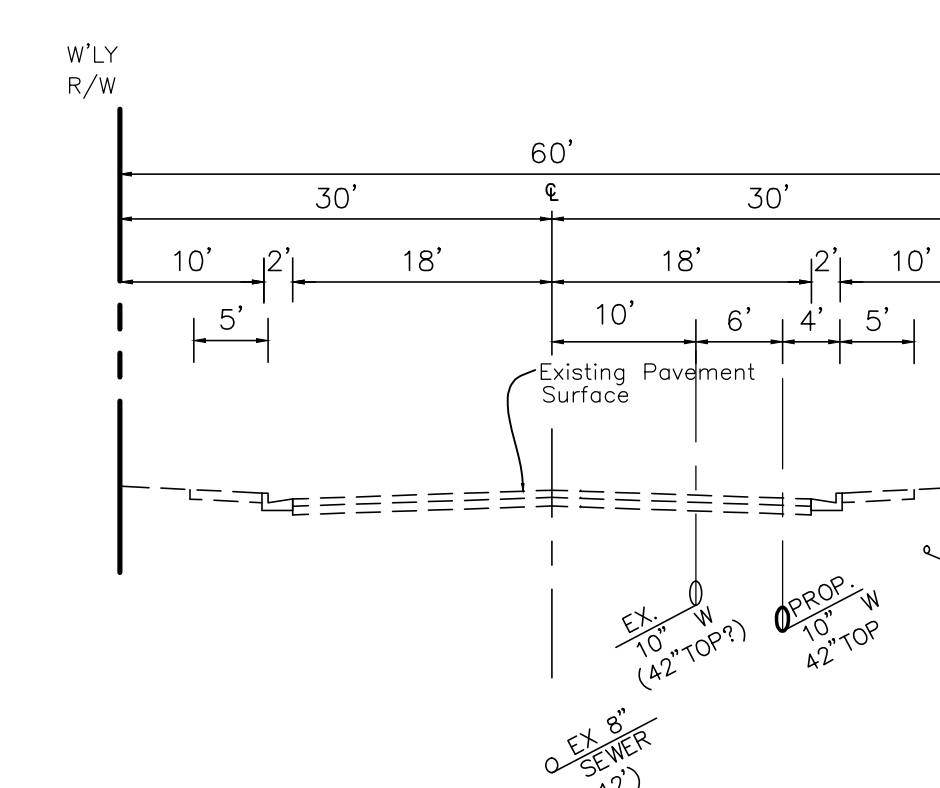
TYPICAL SECTION NTS

PRIMROSE AVENUE-- FROM FOXGLOVE ST. TO E'LY CDS
SEE SHEET No. 4



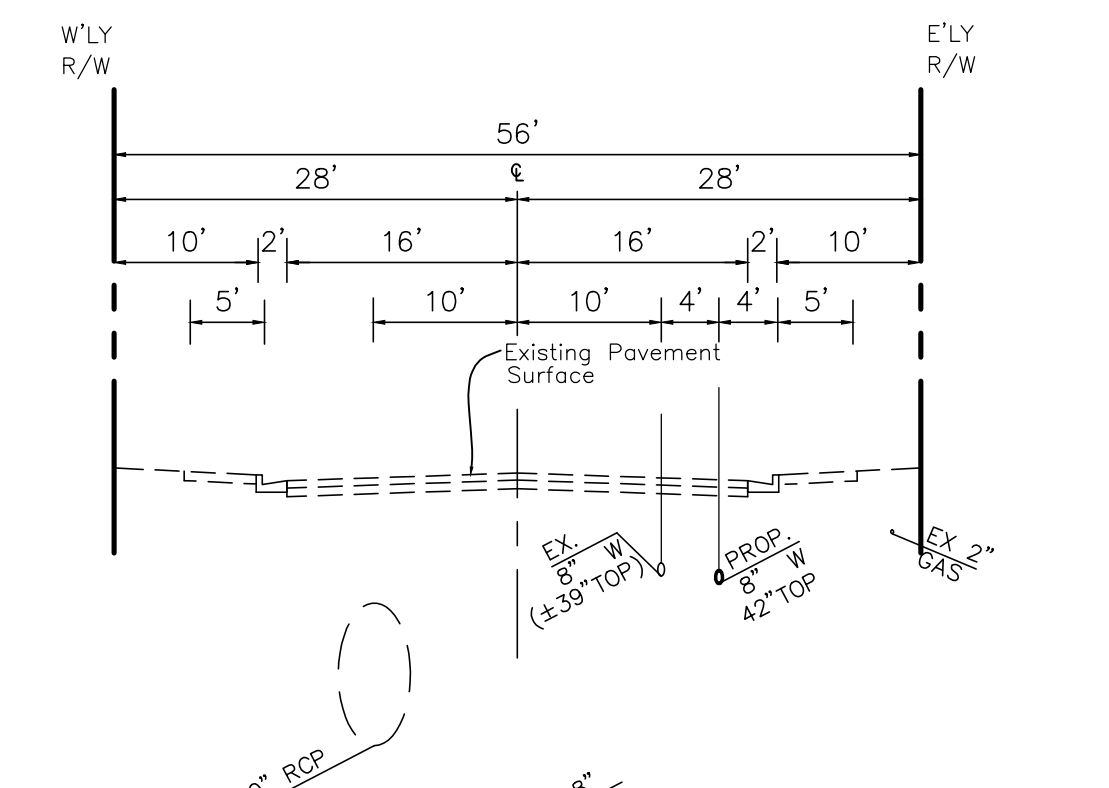
TYPICAL SECTION NTS

FOXGLOVE ST.
FROM PRIMROSE AVE. TO N'LY CDS
SEE SHEET No. 4



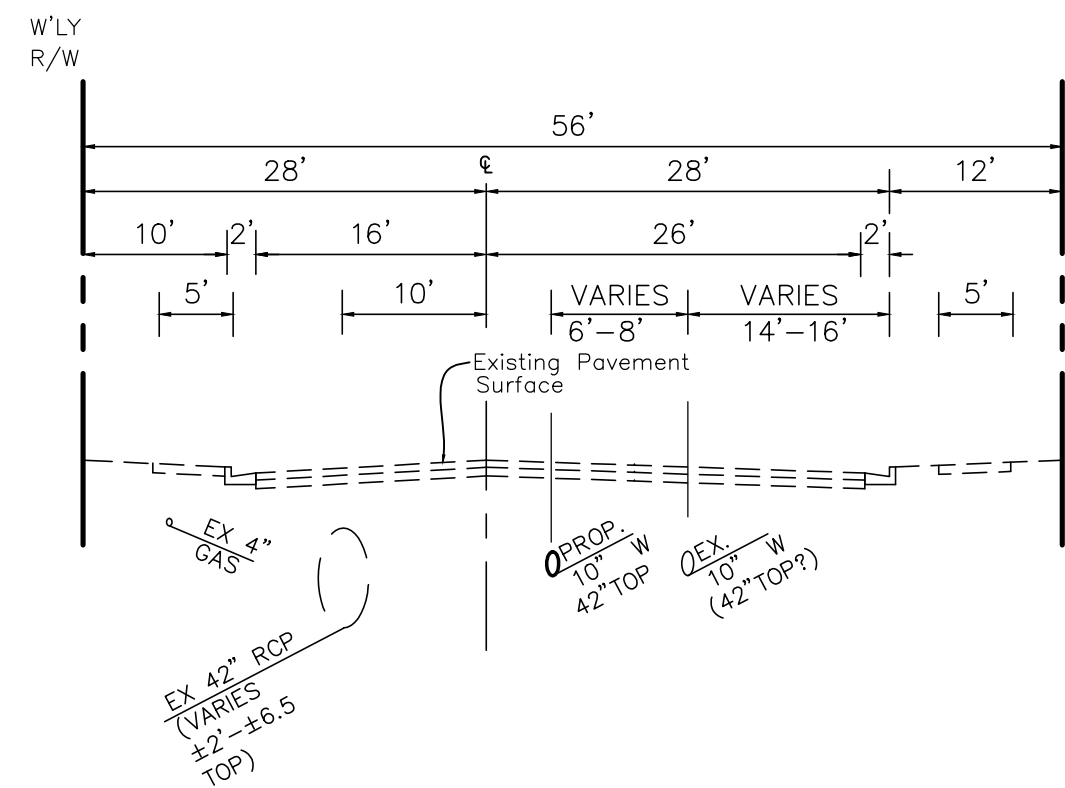
TYPICAL SECTION NTS

FLOWER HILL ST.
FROM SUNFLOWER ST. TO EAST OF BLUEGRASS ST.
SEE SHEET No. 5



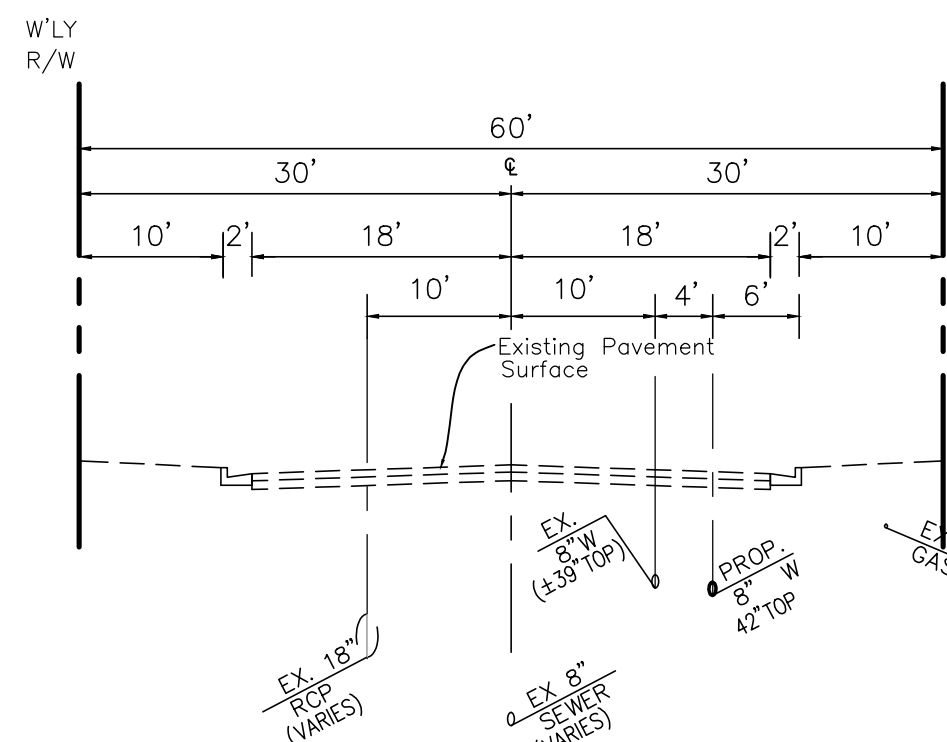
TYPICAL SECTION NTS

BLUEGRASS ST.
FROM S'LY CDS TO FLOWER HILL ST.
SEE SHEET No. 5



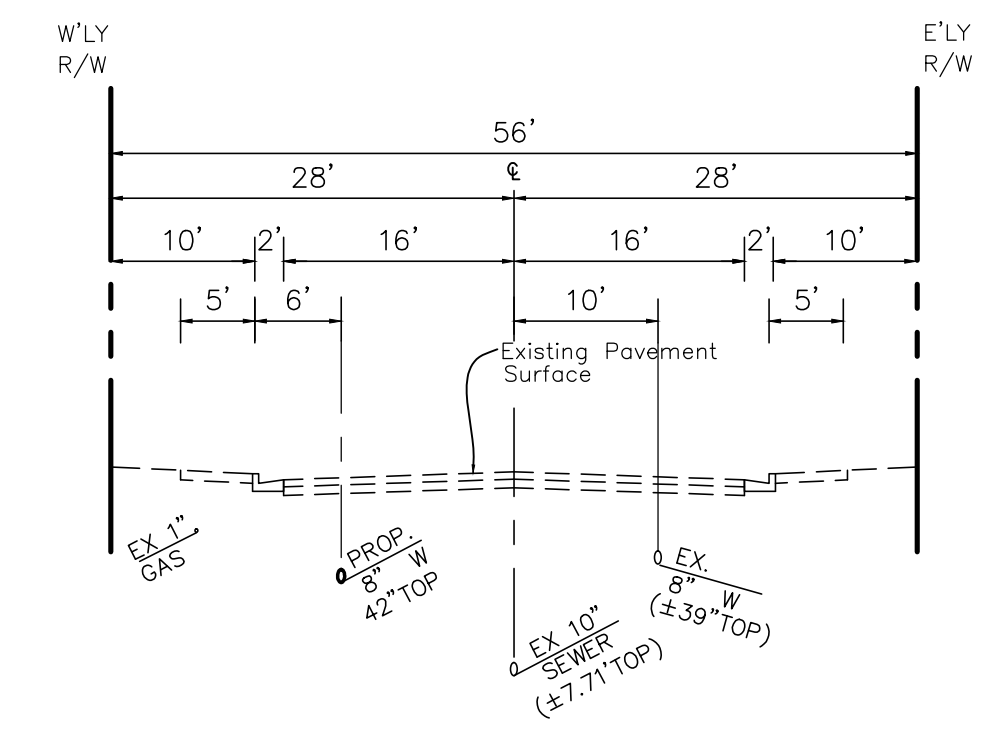
TYPICAL SECTION NTS

SUNFLOWER ST.
FROM FLOWER HILL ST. TO LAMBERT ROAD
SEE SHEET No. 6



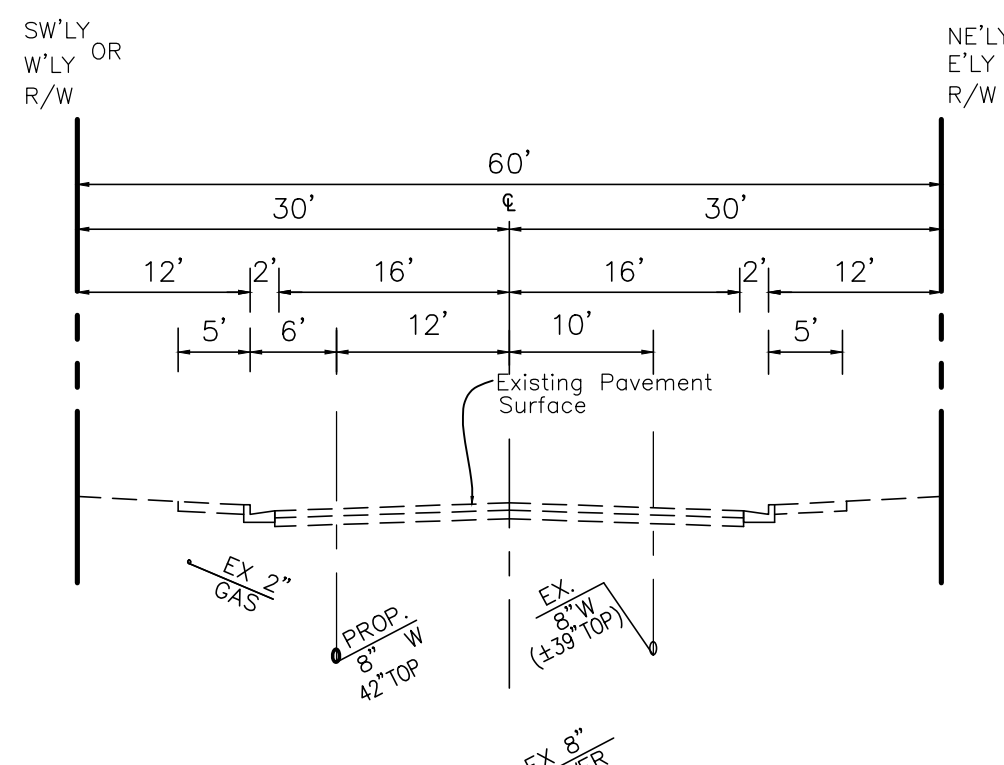
TYPICAL SECTION NTS

STARFLOWER ST.
FROM PRIMROSE ST. TO BLUEBELL AVE.
SEE SHEET No. 4, 5



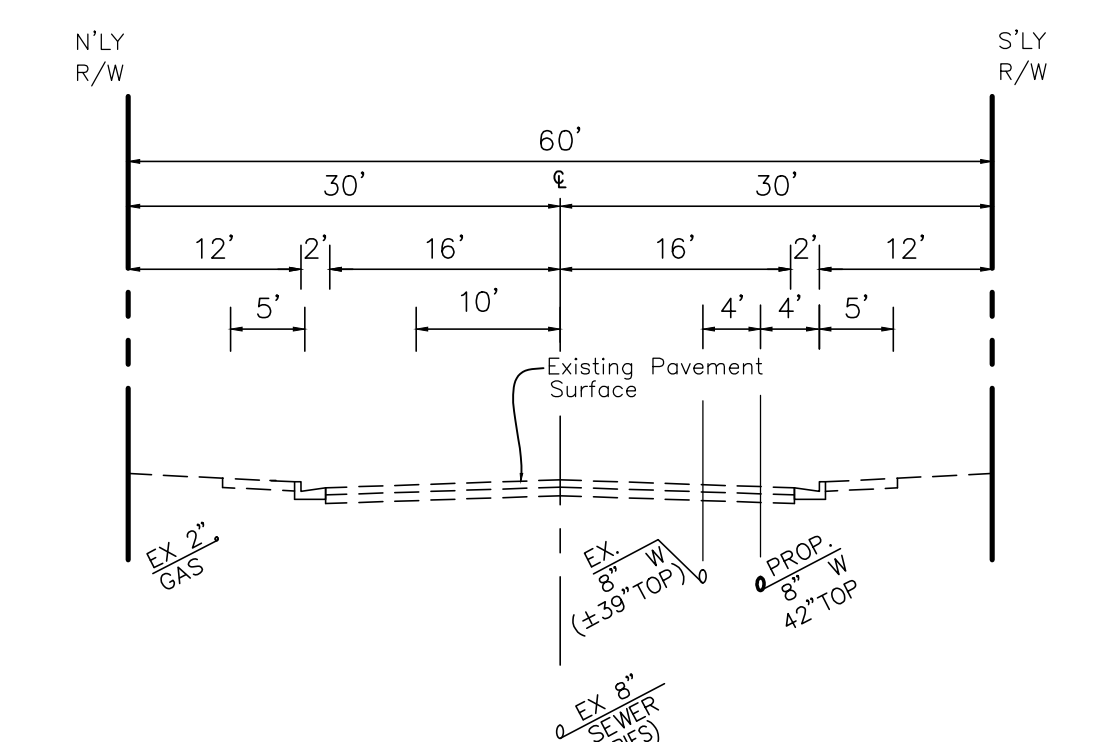
TYPICAL SECTION NTS

WINTERGREEN ST.
FROM PRIMROSE AVE. TO N'LY CDS
SEE SHEET No. 4



TYPICAL SECTION NTS

GOLDENROD ST.
FROM STARFLOWER ST. TO SHAMROCK AVE.
SEE SHEET No. 6



TYPICAL SECTION NTS

SHAMROCK AVE..
FROM GOLDENROD ST. TO SHAMROCK AVE.(CDS)
SEE SHEET No. 6



REVISIONS

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

KABBARA ENGINEERING
121 N. HARWOOD STREET ORANGE CA 92666
(714) 744-9400- FAX (714) 744-9771

DRAWN BY: D.C. -
DESIGNED BY: B.K. -
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MABIL S. KABBARA
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CITY OF BREA

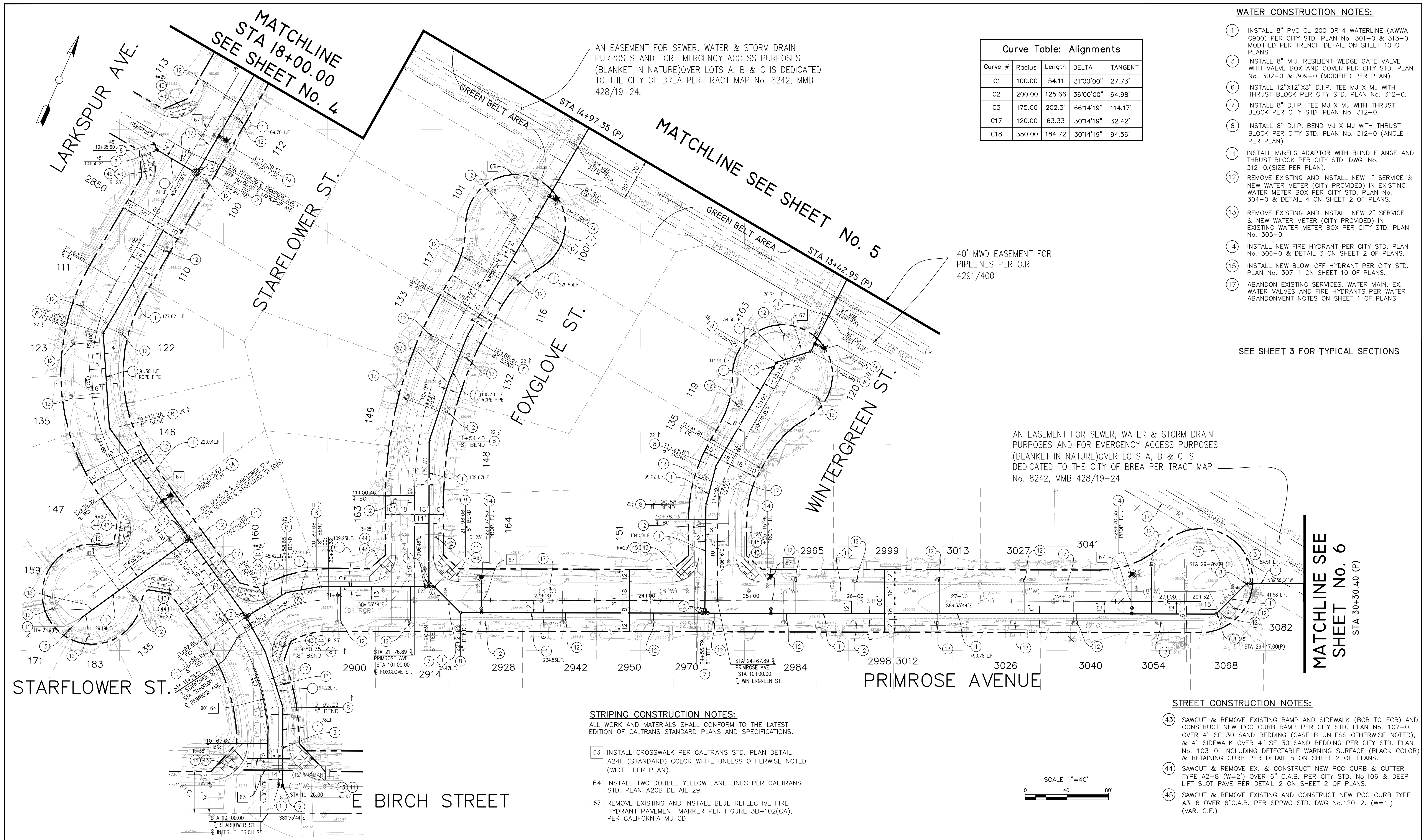


PUBLIC WORKS DEPARTMENT

**WATER IMPROVEMENT PLANS
EAGLE HILLS TRACT WATER PROJECT
TYPICAL SECTIONS**

SHEET

**3
OF
10**



Curve Table: Alignments				
Curve #	Radius	Length	DELTA	TANGENT
C1	100.00	54.11	31°00'00"	27.73'
C2	200.00	125.66	36°00'00"	64.98'
C3	175.00	202.31	66°14'19"	114.17'
C17	120.00	63.33	30°14'19"	32.42'
C18	350.00	184.72	30°14'19"	94.56'

- WATER CONSTRUCTION NOTES:**
1. INSTALL 8" PVC CL 200 DR14 WATERLINE (AWWA C900) PER CITY STD. PLAN No. 301-0 & 313-0 MODIFIED PER TRENCH DETAIL ON SHEET 10 OF PLANS.
 3. INSTALL 8" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0 (MODIFIED PER PLAN).
 6. INSTALL 12"x12"x8" D.I.P. TEE MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
 7. INSTALL 8" D.I.P. TEE MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
 8. INSTALL 8" D.I.P. BEND MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0 (ANGLE PER PLAN).
 11. INSTALL MJxFLG ADAPTOR WITH BLIND FLANGE AND THRUST BLOCK PER CITY STD. DWG. No. 312-0.(SIZE PER PLAN).
 12. REMOVE EXISTING AND INSTALL NEW 1" SERVICE & NEW WATER METER (CITY PROVIDED) IN EXISTING WATER METER BOX PER CITY STD. PLAN No. 304-0 & DETAIL 4 ON SHEET 2 OF PLANS.
 13. REMOVE EXISTING AND INSTALL NEW 2" SERVICE & NEW WATER METER (CITY PROVIDED) IN EXISTING WATER METER BOX PER CITY STD. PLAN No. 305-0.
 14. INSTALL NEW FIRE HYDRANT PER CITY STD. PLAN No. 306-0 & DETAIL 3 ON SHEET 2 OF PLANS.
 15. INSTALL NEW BLOW-OFF HYDRANT PER CITY STD. PLAN No. 307-1 ON SHEET 10 OF PLANS.
 17. ABANDON EXISTING SERVICES, WATER MAIN, EX. WATER VALVES AND FIRE HYDRANTS PER WATER ABANDONMENT NOTES ON SHEET 1 OF PLANS.

SEE SHEET 3 FOR TYPICAL SECTIONS

STRIPING CONSTRUCTION NOTES:
ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

63. INSTALL CROSSWALK PER CALTRANS STD. PLAN DETAIL A24F (STANDARD) COLOR WHITE UNLESS OTHERWISE NOTED (WIDTH PER PLAN).
64. INSTALL TWO DOUBLE YELLOW LANE LINES PER CALTRANS STD. PLAN A20B DETAIL 29.
67. REMOVE EXISTING AND INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER FIGURE 3B-102(CA), PER CALIFORNIA MUTCD.

- STREET CONSTRUCTION NOTES:**
43. SAWCUT & REMOVE EXISTING RAMP AND SIDEWALK (BCR TO ECR) AND CONSTRUCT NEW PCC CURB RAMP PER CITY STD. PLAN No. 107-0 OVER 4" SE 30 SAND BEDDING (CASE B UNLESS OTHERWISE NOTED), & 4" SIDEWALK OVER 4" SE 30 SAND BEDDING PER CITY STD. PLAN No. 103-0, INCLUDING DETECTABLE WARNING SURFACE (BLACK COLOR) & RETAINING CURB PER DETAIL 5 ON SHEET 2 OF PLANS.
 44. SAWCUT & REMOVE EX. & CONSTRUCT NEW PCC CURB & GUTTER TYPE A2-8 (W=2") OVER 6" C.A.B. PER CITY STD. No.106 & DEEP LIFT SLOT PAVE PER DETAIL 2 ON SHEET 2 OF PLANS.
 45. SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB TYPE A3-6 OVER 6"C.A.B. PER SPPWC STD. DWG No.120-2. (W=1') (VAR. C.F.)



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

KABBARA ENGINEERING
121 N. HARWOOD STREET ORANGE CA 92666
(714) 744-9400- FAX (714) 744-9771

DRAWN BY:	D.C.	-
DESIGNED BY:	B.K.	-
CHECKED BY:	L.C.	-

PREPARED UNDER THE SUPERVISION OF:

MABIL S. KABBARA
REGISTERED PROFESSIONAL ENGINEER
No. C 40812
EXP. 3-31-2021

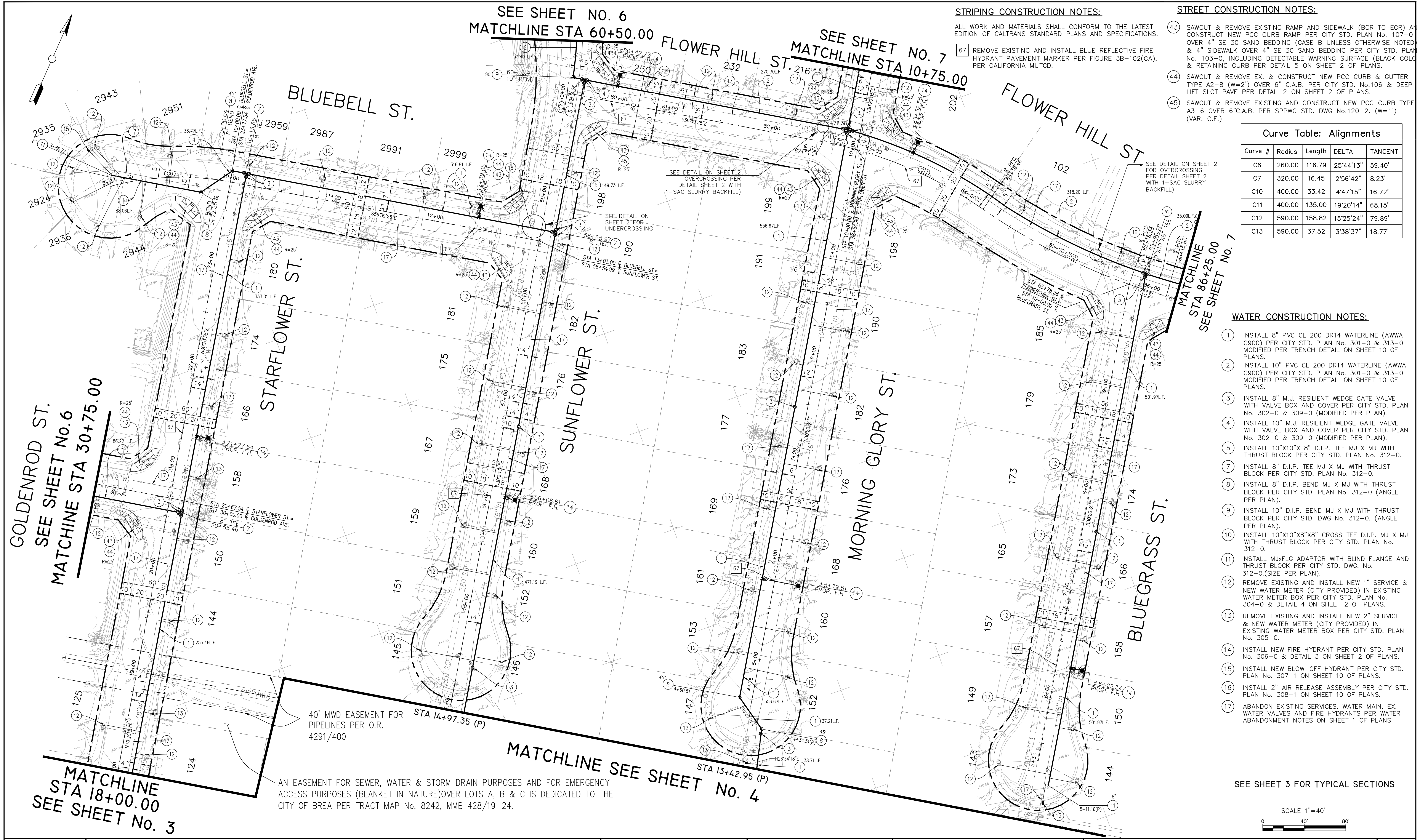
DATE: 2/11/2020

CITY OF BREA

PUBLIC WORKS DEPARTMENT

WATER IMPROVEMENT PLANS
EAGLE HILLS TRACT WATER PROJECT

STARFLOWER ST.	FROM E BIRCH ST. TO NORTH OF LARKSPUR AVE.
PRIMROSE AVE.	FROM STARFLOWER ST. TO E'LY CDS.
FOXGLOVE ST.	FROM PRIMROSE AVE. TO N'LY CDS
WINTERGREEN ST.	FROM PRIMROSE AVE. TO N'LY CDS.



STRIPING CONSTRUCTION NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

67 REMOVE EXISTING AND INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER FIGURE 3B-102(CA), PER CALIFORNIA MUTCD.

STREET CONSTRUCTION NOTES:

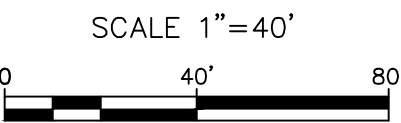
- 43 SAWCUT & REMOVE EXISTING RAMP AND SIDEWALK (BCR TO ECR) AND CONSTRUCT NEW PCC CURB RAMP PER CITY STD. PLAN No. 107-0 OVER 4" SE 30 SAND BEDDING (CASE B UNLESS OTHERWISE NOTED) & 4" SIDEWALK OVER 4" SE 30 SAND BEDDING PER CITY STD. PLAN No. 103-0, INCLUDING DETECTABLE WARNING SURFACE (BLACK COLOR) & RETAINING CURB PER DETAIL 5 ON SHEET 2 OF PLANS.
- 44 SAWCUT & REMOVE EX. & CONSTRUCT NEW PCC CURB & GUTTER TYPE A2-8 (W=2') OVER 6" C.A.B. PER CITY STD. No.106 & DEEP LIFT SLOT PAVE PER DETAIL 2 ON SHEET 2 OF PLANS.
- 45 SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB TYPE A3-6 OVER 6"C.A.B. PER SPPWC STD. DWG No.120-2. (W=1') (VAR. C.F.)

Curve Table: Alignments				
Curve #	Radius	Length	DELTA	TANGENT
C6	260.00	116.79	25°44'13"	59.40'
C7	320.00	16.45	2°56'42"	8.23'
C10	400.00	33.42	4°47'15"	16.72'
C11	400.00	135.00	19°20'14"	68.15'
C12	590.00	158.82	15°25'24"	79.89'
C13	590.00	37.52	3°38'37"	18.77'

WATER CONSTRUCTION NOTES:

- 1 INSTALL 8" PVC CL 200 DR14 WATERLINE (AWWA C900) PER CITY STD. PLAN No. 301-0 & 313-0 MODIFIED PER TRENCH DETAIL ON SHEET 10 OF PLANS.
- 2 INSTALL 10" PVC CL 200 DR14 WATERLINE (AWWA C900) PER CITY STD. PLAN No. 301-0 & 313-0 MODIFIED PER TRENCH DETAIL ON SHEET 10 OF PLANS.
- 3 INSTALL 8" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0 (MODIFIED PER PLAN).
- 4 INSTALL 10" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0 (MODIFIED PER PLAN).
- 5 INSTALL 10"x10"x 8" D.I.P. TEE MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
- 7 INSTALL 8" D.I.P. TEE MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
- 8 INSTALL 8" D.I.P. BEND MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0 (ANGLE PER PLAN).
- 9 INSTALL 10" D.I.P. BEND MJ X MJ WITH THRUST BLOCK PER CITY STD. DWG No. 312-0. (ANGLE PER PLAN).
- 10 INSTALL 10"x10"x8"x8" CROSS TEE D.I.P. MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
- 11 INSTALL MJxFLG ADAPTOR WITH BLIND FLANGE AND THRUST BLOCK PER CITY STD. DWG No. 312-0.(SIZE PER PLAN).
- 12 REMOVE EXISTING AND INSTALL NEW 1" SERVICE & NEW WATER METER (CITY PROVIDED) IN EXISTING WATER METER BOX PER CITY STD. PLAN No. 304-0 & DETAIL 4 ON SHEET 2 OF PLANS.
- 13 REMOVE EXISTING AND INSTALL NEW 2" SERVICE & NEW WATER METER (CITY PROVIDED) IN EXISTING WATER METER BOX PER CITY STD. PLAN No. 305-0.
- 14 INSTALL NEW FIRE HYDRANT PER CITY STD. PLAN No. 306-0 & DETAIL 3 ON SHEET 2 OF PLANS.
- 15 INSTALL NEW BLOW-OFF HYDRANT PER CITY STD. PLAN No. 307-1 ON SHEET 10 OF PLANS.
- 16 INSTALL 2" AIR RELEASE ASSEMBLY PER CITY STD. PLAN No. 308-1 ON SHEET 10 OF PLANS.
- 17 ABANDON EXISTING SERVICES, WATER MAIN, EX. WATER VALVES AND FIRE HYDRANTS PER WATER ABANDONMENT NOTES ON SHEET 1 OF PLANS.

SEE SHEET 3 FOR TYPICAL SECTIONS



REVISIONS					
REV.	DATE	BY	DESCRIPTION	APP'VD	

KABBARA ENGINEERING
121 N. HARWOOD STREET ORANGE CA 92666
(714) 744-9400- FAX (714) 744-9771

DRAWN BY: D.C. -
DESIGNED BY: B.K. -
CHECKED BY: L.C. -

PREPARED UNDER THE SUPERVISION OF:



MABIL S. KABBARA
R.C.E. No. 40812
DATE 2/11/2020

CITY OF BREA

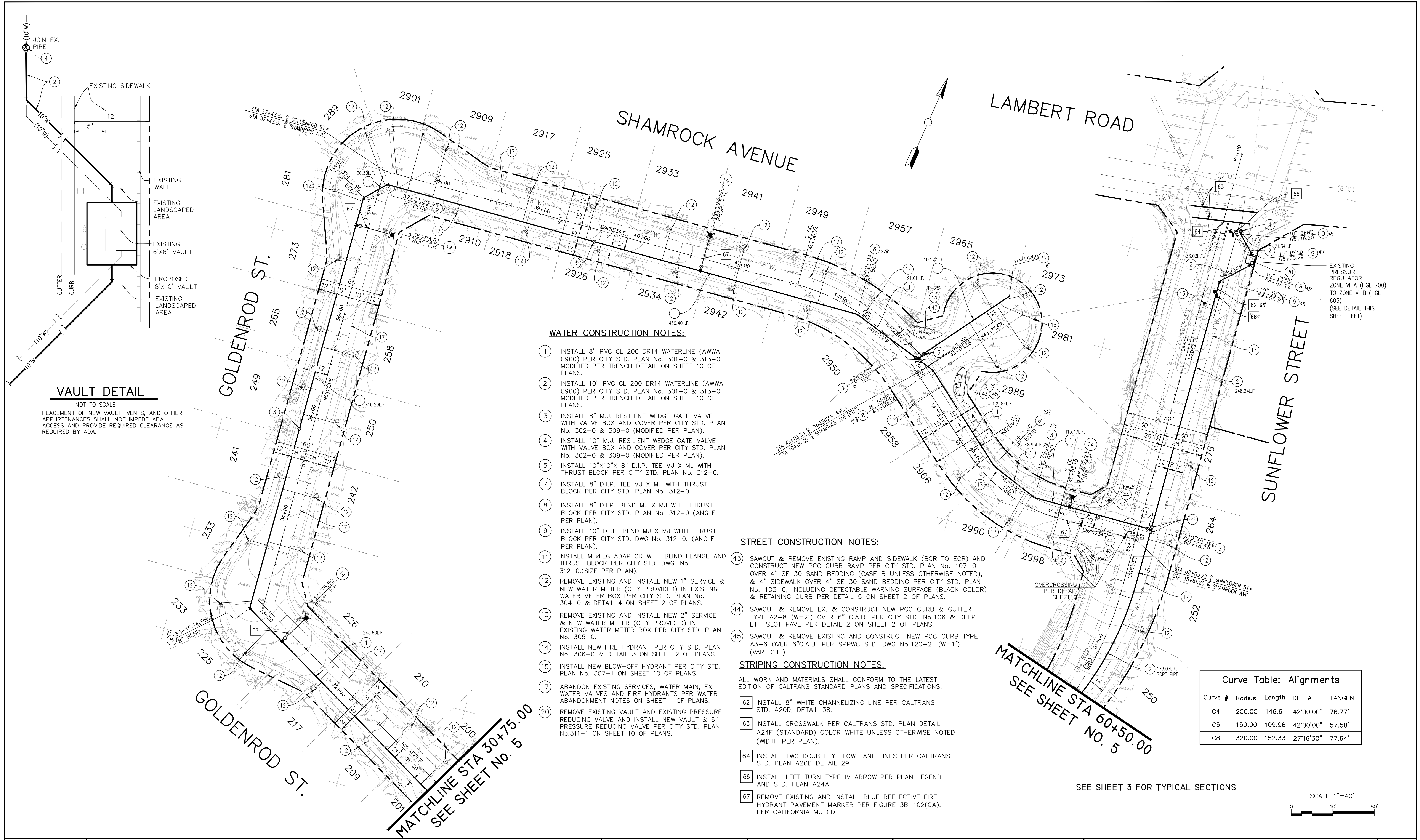


PUBLIC WORKS DEPARTMENT

WATER IMPROVEMENT PLANS
EAGLE HILLS TRACT WATER PROJECT

STARFLOWER ST. FROM NORTH OF LARKSPUR AVE. TO BLUEBELL ST.
BLUEBELL ST. FROM SUNFLOWER ST. TO WLY CDS.
GOLDENROD ST. FROM STARFLOWER ST. TO 70' EAST.
SUNFLOWER ST., MORNING GLORY ST AND BLUEGRASS ST. FROM FLOWER HILL ST TO S'LY CDS.

SHEET
5
OF
10



WATER CONSTRUCTION NOTES:

1. INSTALL 8" PVC CL 200 DR14 WATERLINE (AWWA C900) PER CITY STD. PLAN No. 301-0 & 313-0 MODIFIED PER TRENCH DETAIL ON SHEET 10 OF PLANS.
2. INSTALL 10" PVC CL 200 DR14 WATERLINE (AWWA C900) PER CITY STD. PLAN No. 301-0 & 313-0 MODIFIED PER TRENCH DETAIL ON SHEET 10 OF PLANS.
3. INSTALL 8" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0 (MODIFIED PER PLAN).
4. INSTALL 10" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0 (MODIFIED PER PLAN).
5. INSTALL 10"x10"x 8" D.I.P. TEE MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
7. INSTALL 8" D.I.P. TEE MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
8. INSTALL 8" D.I.P. BEND MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0 (ANGLE PER PLAN).
9. INSTALL 10" D.I.P. BEND MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0. (ANGLE PER PLAN).
11. INSTALL MJxFLG ADAPTOR WITH BLIND FLANGE AND THRUST BLOCK PER CITY STD. DWG. No. 312-0.(SIZE PER PLAN).
12. REMOVE EXISTING AND INSTALL NEW 1" SERVICE & NEW WATER METER (CITY PROVIDED) IN EXISTING WATER METER BOX PER CITY STD. PLAN No. 304-0 & DETAIL 4 ON SHEET 2 OF PLANS.
13. REMOVE EXISTING AND INSTALL NEW 2" SERVICE & NEW WATER METER (CITY PROVIDED) IN EXISTING WATER METER BOX PER CITY STD. PLAN No. 305-0.
14. INSTALL NEW FIRE HYDRANT PER CITY STD. PLAN No. 306-0 & DETAIL 3 ON SHEET 2 OF PLANS.
15. INSTALL NEW BLOW-OFF HYDRANT PER CITY STD. PLAN No. 307-1 ON SHEET 10 OF PLANS.
17. ABANDON EXISTING SERVICES, WATER MAIN, EX. WATER VALVES AND FIRE HYDRANTS PER WATER ABANDONMENT NOTES ON SHEET 1 OF PLANS.
20. REMOVE EXISTING VAULT AND EXISTING PRESSURE REDUCING VALVE AND INSTALL NEW VAULT & 6" PRESSURE REDUCING VALVE PER CITY STD. PLAN No.311-1 ON SHEET 10 OF PLANS.

STREET CONSTRUCTION NOTES:

43. SAWCUT & REMOVE EXISTING RAMP AND SIDEWALK (BCR TO ECR) AND CONSTRUCT NEW PCC CURB RAMP PER CITY STD. PLAN No. 107-0 OVER 4" SE 30 SAND BEDDING (CASE B UNLESS OTHERWISE NOTED), & 4" SIDEWALK OVER 4" SE 30 SAND BEDDING PER CITY STD. PLAN No. 103-0, INCLUDING DETECTABLE WARNING SURFACE (BLACK COLOR) & RETAINING CURB PER DETAIL 5 ON SHEET 2 OF PLANS.
44. SAWCUT & REMOVE EX. & CONSTRUCT NEW PCC CURB & GUTTER TYPE A2-8 (W=2') OVER 6" C.A.B. PER CITY STD. No.106 & DEEP LIFT SLOT PAVE PER DETAIL 2 ON SHEET 2 OF PLANS.
45. SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB TYPE A3-6 OVER 6"C.A.B. PER SPPWC STD. DWG No.120-2. (W=1') (VAR. C.F.)

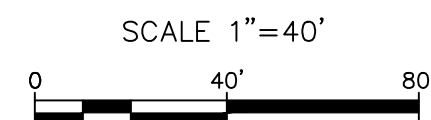
STRIPING CONSTRUCTION NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

62. INSTALL 8" WHITE CHANNELIZING LINE PER CALTRANS STD. A20D, DETAIL 38.
63. INSTALL CROSSWALK PER CALTRANS STD. PLAN DETAIL A24F (STANDARD) COLOR WHITE UNLESS OTHERWISE NOTED (WIDTH PER PLAN).
64. INSTALL TWO DOUBLE YELLOW LANE LINES PER CALTRANS STD. PLAN A20B DETAIL 29.
66. INSTALL LEFT TURN TYPE IV ARROW PER PLAN LEGEND AND STD. PLAN A24A.
67. REMOVE EXISTING AND INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER FIGURE 3B-102(CA), PER CALIFORNIA MUTCD.

Curve Table: Alignments				
Curve #	Radius	Length	DELTA	TANGENT
C4	200.00	146.61	42°00'00"	76.77'
C5	150.00	109.96	42°00'00"	57.58'
C8	320.00	152.33	27°16'30"	77.64'

SEE SHEET 3 FOR TYPICAL SECTIONS



REVISIONS

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KABBARA ENGINEERING
121 N. HARWOOD STREET ORANGE CA 92666
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CHECKED BY:	B.K.	-
	L.C.	-

PREPARED UNDER THE SUPERVISION OF:

MABIL S. KABBARA
REGISTERED PROFESSIONAL ENGINEER
No. C 40812
EXP. 3-31-2021
CIVIL
R.C.E. NO. 40812
2/11/2020
DATE

CITY OF BREA



PUBLIC WORKS DEPARTMENT

**WATER IMPROVEMENT PLANS
EAGLE HILLS TRACT WATER PROJECT**

GOLDENROD ST. FROM 70' E STARFLOWER ST. TO SHAMROCK AVE.
SHAMROCK AVE. FROM GOLDENROD ST. TO SUNFLOWER ST.
SUNFLOWER ST. FROM FLOWER HILL ST. TO LAMBERT ROAD.

BIRCH ST.

STA 94+90.26 @ FLOWER HILL ST. =
E INTER. E BIRCH ST.

STA 30+30.40 (P)
MATCHLINE
SEE SHEET No. 4

AN EASEMENT FOR SEWER, WATER & STORM DRAIN PURPOSES AND FOR EMERGENCY
ACCESS PURPOSES (BLANKET IN NATURE) OVER LOTS A, B & C IS DEDICATED TO THE
CITY OF BREA PER TRACT MAP No. 8242, MMB 428/19-24.

FLOWER HILL ST.

STA 86+25.00
MATCHLINE
SEE SHEET No. 5

FLOWER HILL ST.

MORNING GLORY ST.

WATER CONSTRUCTION NOTES:

- 1 INSTALL 8" PVC CL 200 DR14 WATERLINE (AWWA C900) PER CITY STD. PLAN No. 301-0 & 313-0 MODIFIED PER TRENCH DETAIL ON SHEET 10 OF PLANS.
- 2 INSTALL 10" PVC CL 200 DR14 WATERLINE (AWWA C900) PER CITY STD. PLAN No. 301-0 & 313-0 MODIFIED PER TRENCH DETAIL ON SHEET 10 OF PLANS.
- 3 INSTALL 8" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0 (MODIFIED PER PLAN).
- 4 INSTALL 10" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0 (MODIFIED PER PLAN).
- 5 INSTALL 10"x10"x 8" D.I.P. TEE MJ X MJ WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
- 11 INSTALL MJxFLG ADAPTOR WITH BLIND FLANGE AND THRUST BLOCK PER CITY STD. DWG. No. 312-0.(SIZE PER PLAN).
- 12 REMOVE EXISTING AND INSTALL NEW 1" SERVICE & NEW WATER METER (CITY PROVIDED) IN EXISTING WATER METER BOX PER CITY STD. PLAN No. 304-0 & DETAIL 4 ON SHEET 2 OF PLANS.
- 13 REMOVE EXISTING AND INSTALL NEW 2" SERVICE & NEW WATER METER (CITY PROVIDED) IN EXISTING WATER METER BOX PER CITY STD. PLAN No. 305-0.
- 14 INSTALL NEW FIRE HYDRANT PER CITY STD. PLAN No. 306-0 & DETAIL 3 ON SHEET 2 OF PLANS.
- 15 INSTALL NEW BLOW-OFF HYDRANT PER CITY STD. PLAN No. 307-1 ON SHEET 10 OF PLANS.
- 17 ABANDON EXISTING SERVICES, WATER MAIN, EX. WATER VALVES AND FIRE HYDRANTS PER WATER ABANDONMENT NOTES ON SHEET 1 OF PLANS.
- 18 REMOVE EXISTING METER BOX AND INSTALL NEW WATER METER BOX PER CITY STD. PLAN No. 304-0 OR 305-0 (CITY PROVIDED).
- 19 INSTALL 12"x12"x10" TEE D.I.P. MJ X MJ PER PLAN WITH THRUST BLOCK PER CITY STD. PLAN No. 312-0.
- 21 INSTALL 12" M.J. RESILIENT WEDGE GATE VALVE WITH VALVE BOX AND COVER PER CITY STD. PLAN No. 302-0 & 309-0.

STREET CONSTRUCTION NOTES:

- 43 SAWCUT & REMOVE EXISTING RAMP AND SIDEWALK (BCR TO ECR) AND CONSTRUCT NEW PCC CURB RAMP PER CITY STD. PLAN No. 107-0 OVER 4" SE 30 SAND BEDDING (CASE B UNLESS OTHERWISE NOTED), & 4" SIDEWALK OVER 4" SE 30 SAND BEDDING PER CITY STD. PLAN No. 103-0, INCLUDING DETECTABLE WARNING SURFACE (BLACK COLOR) & RETAINING CURB PER DETAIL 5 ON SHEET 2 OF PLANS.
- 44 SAWCUT & REMOVE EX. & CONSTRUCT NEW PCC CURB & GUTTER TYPE A2-8 (W=2") OVER 6" C.A.B. PER CITY STD. No.106 & DEEP LIFT SLOT PAVE PER DETAIL 2 ON SHEET 2 OF PLANS.
- 45 SAWCUT & REMOVE EXISTING AND CONSTRUCT NEW PCC CURB TYPE A3-6 OVER 6"C.A.B. PER SPPWC STD. DWG No.120-2. (W=1") (VAR. C.F.)

STRIPING CONSTRUCTION NOTES:

ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS.

- 61 INSTALL 12" WHITE LIMIT LINE PER CALTRANS STD. PLAN A24E.
- 65 INSTALL PAVEMENT LEGEND AS SHOWN AND PER CALTRANS STDS. PLANS.
- 67 REMOVE EXISTING AND INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER FIGURE 3B-102(CA), PER CALIFORNIA MUTCD.

Curve Table: Alignments

Curve #	Radius	Length	DELTA	TANGENT
C9	320.00	168.89	30°14'21"	86.46'
C14	275.00	65.27	13°35'56"	32.79'
C15	275.00	342.42	71°20'33"	197.40'
C16	300.00	158.34	30°14'26"	81.06'

SCALE 1"=40'
0 40' 80'

SEE SHEET 3 FOR TYPICAL SECTIONS



Know what's below.
Call before you dig.

REVISIONS

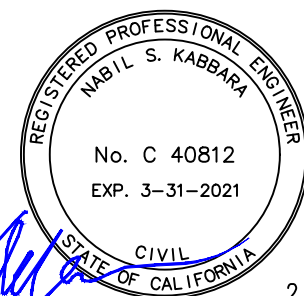
REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD



121 N. HARWOOD STREET ORANGE CA 92866
(714) 744-9400- FAX (714) 744-9771

DRAWN BY:	INITIALS	DATE
DESIGNED BY:	D.C.	-
CHECKED BY:	B.K.	-
	L.C.	-

PREPARED UNDER THE SUPERVISION OF:



NABIL S. KABBARA
R.C.E. No. 40812
2/11/2020
DATE

CITY OF BREA



PUBLIC WORKS DEPARTMENT

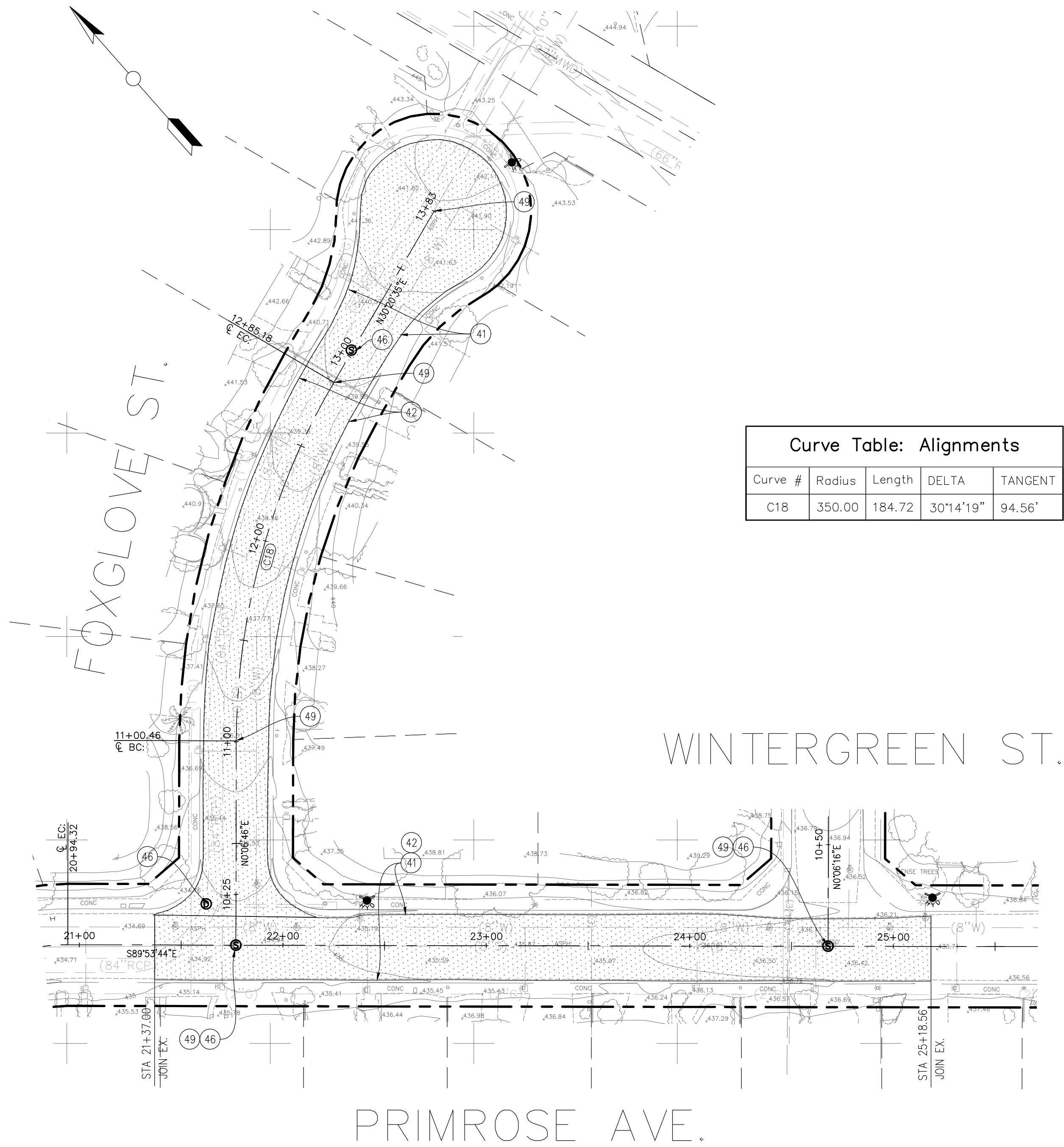
WATER IMPROVEMENT PLANS
EAGLE HILLS TRACT WATER PROJECT

FLOWER HILL ST. FROM E BIRCH ST. TO BLUE GRASS ST.
MORNING GLORY ST. FROM FLOWER HILL ST. TO N'LY CDS.

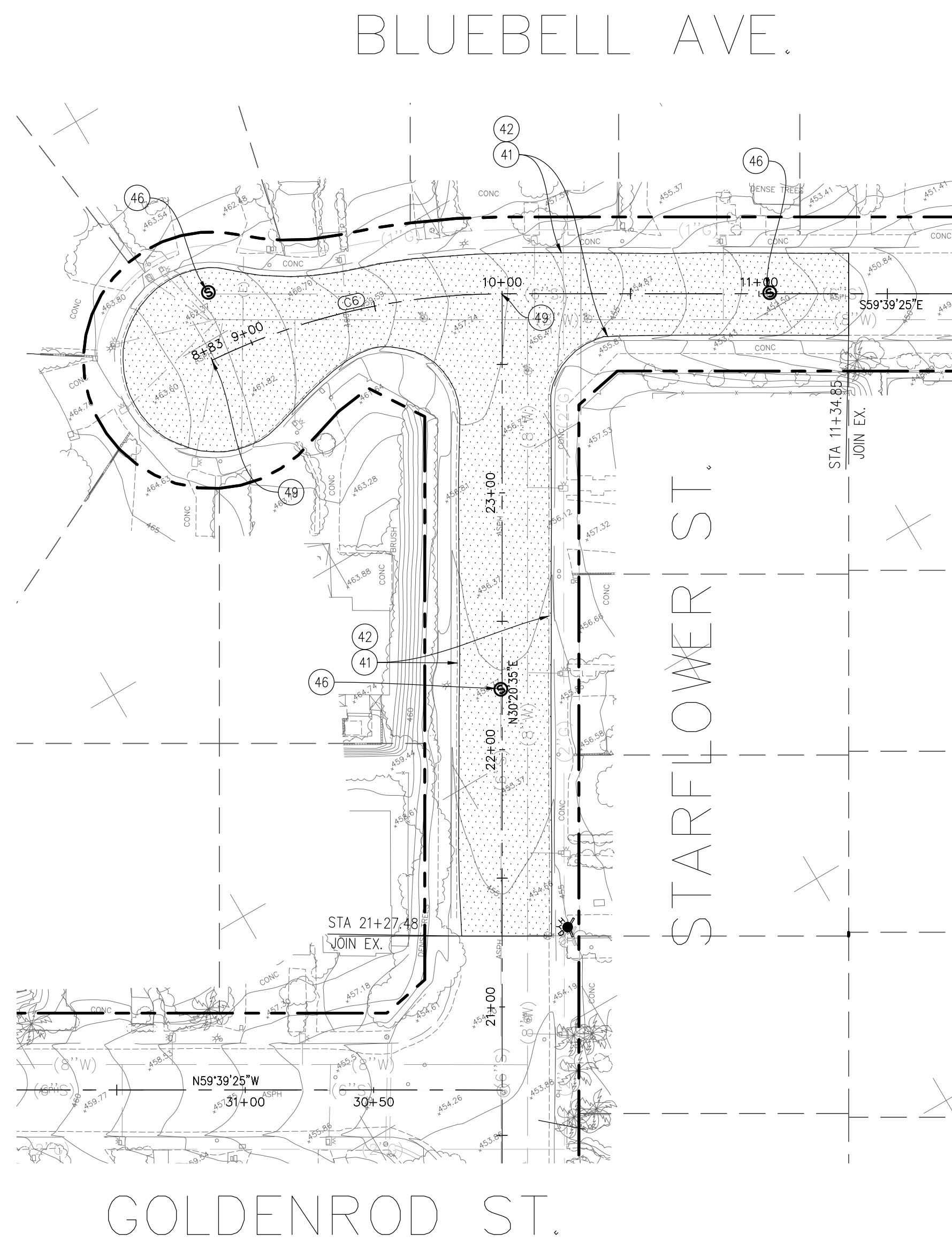
SHEET

7
OF
10

FOR BIDDING PURPOSES ONLY



Curve Table: Alignments				
Curve #	Radius	Length	DELTA	TANGENT
C18	350.00	184.72	30°14'19"	94.56'



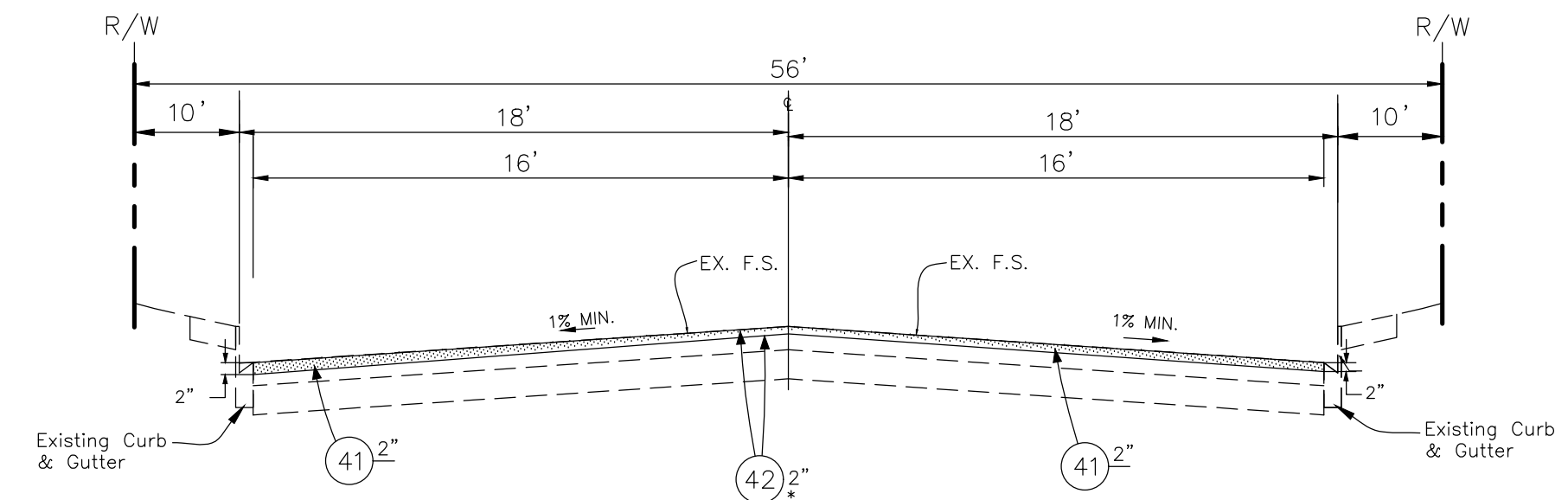
STREET CONSTRUCTION NOTES:

- (41) CONSTRUCT 2" ARHM-GG-C (RUBBER) PG-64-16 OVERLAY.
(42) COLD MILL EXISTING PAVEMENT 2" MINIMUM PER TYPICAL SECTION & DETAIL 1 ON SHEET 2 OF PLANS.
(46) ADJUST MANHOLE TO GRADE.
(49) RECOVER CENTERLINE MONUMENTS AND SET NEW MONUMENTS WITH CENTERLINE TIES PER COUNTY REQUIREMENTS.

NOTE TO CONTRACTOR:

ASPHALT CONCRETE FOR WATER LINE TRENCHING IS NOT BID PER TON, IT IS TO BE INCLUDED PER UNIT PRICE FOR PIPE INSTALLED.

PROPOSED WATER VALVES ADJUSTMENT TO GRADE IS TO BE INCLUDED IN THE UNIT PRICE OF THE NEW WATER VALVE.



TYPICAL SECTION

NTS
FOXGLOVE ST., BLUEBELL AVENUE, &
STARFLOWER ST.

*CONTRACTOR TO ASSUME EXISTING SECTION CONTAINS PETROMAT

SCALE 1"=40'
0 40' 80'



REVISIONS

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

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CITY OF BREA



PUBLIC WORKS DEPARTMENT

**WATER IMPROVEMENT PLANS
EAGLE HILLS TRACT WATER PROJECT**

STREET IMPROVEMENT PLAN

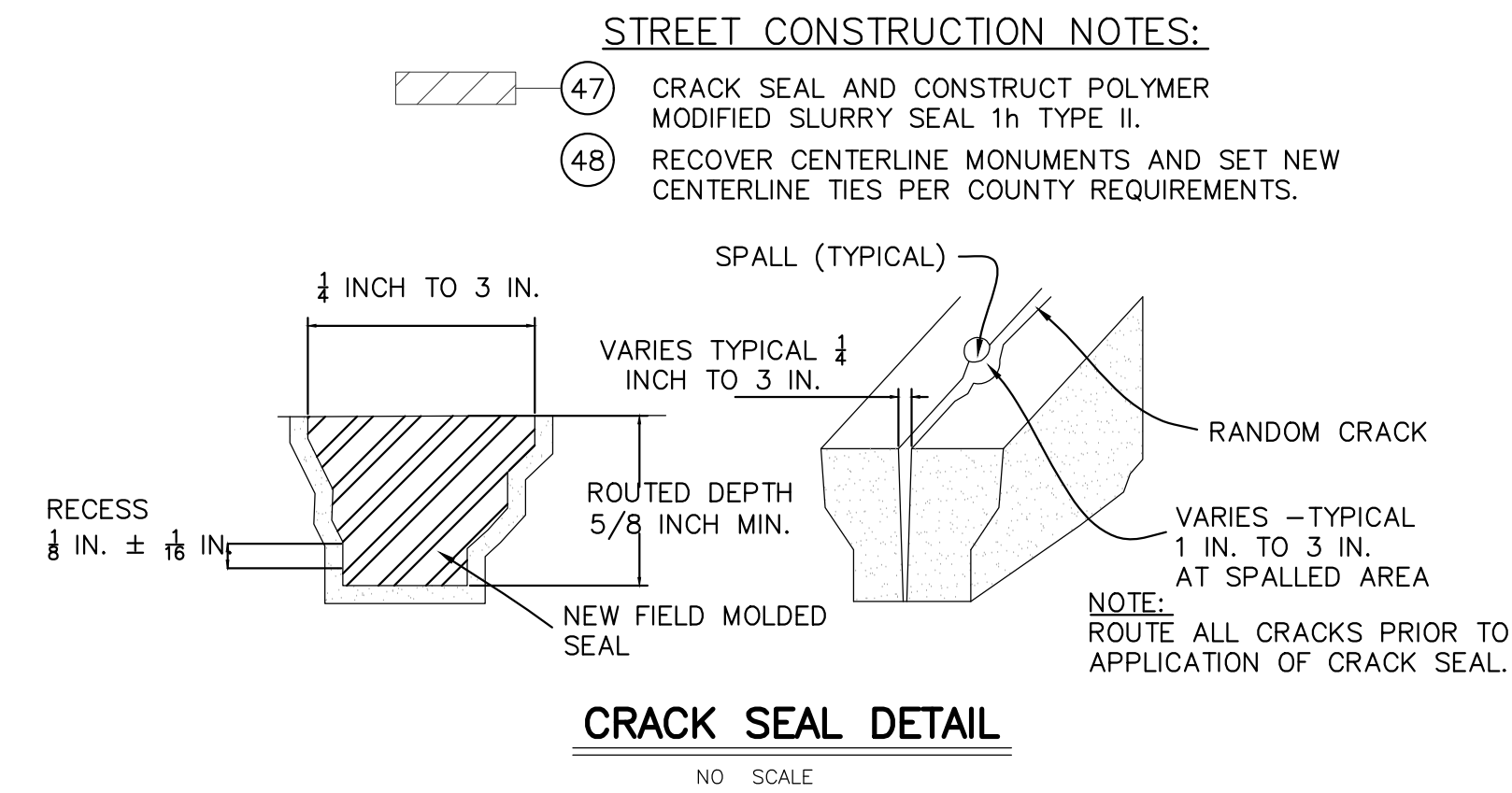
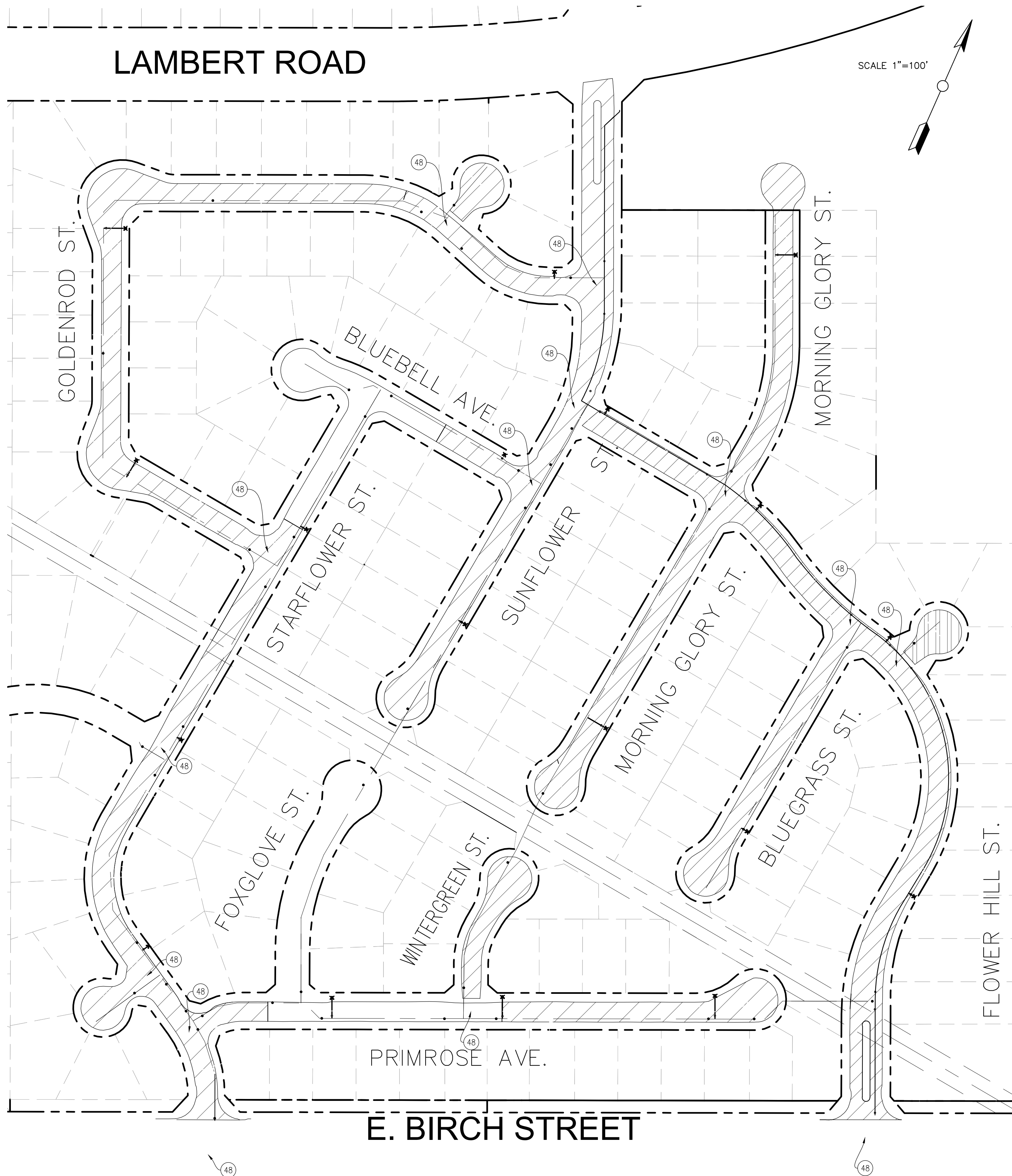
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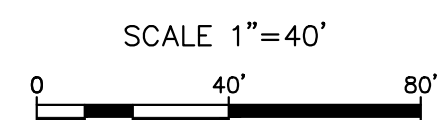
OF

10

FOR BIDDING PURPOSES ONLY



SEE SHEET 8 FOR PORTION OF PRIMROSE AVE, FOXGLOVE ST. AND PORTION OF BLUEBELL ST. AND STARFLOWER ST.



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

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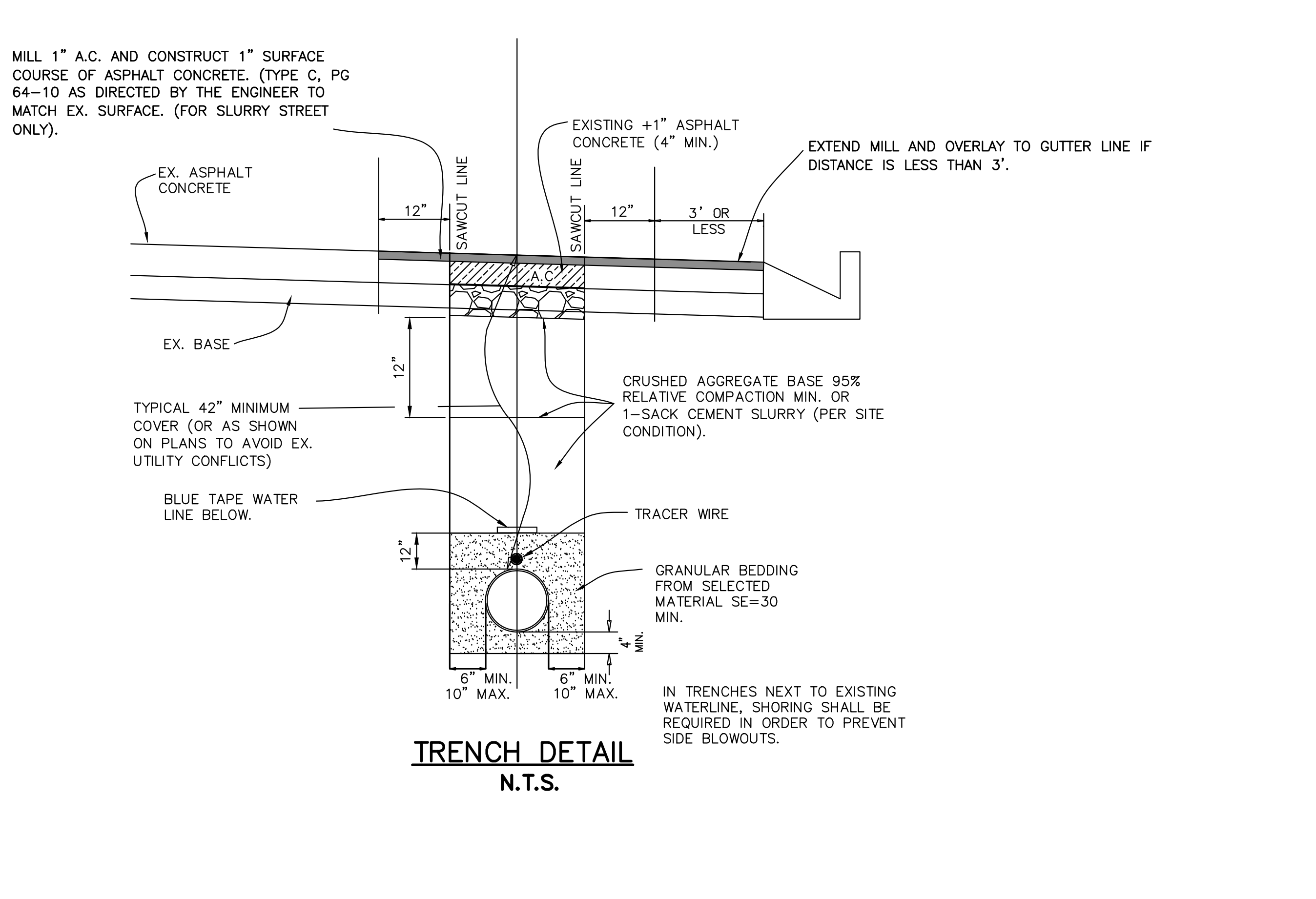
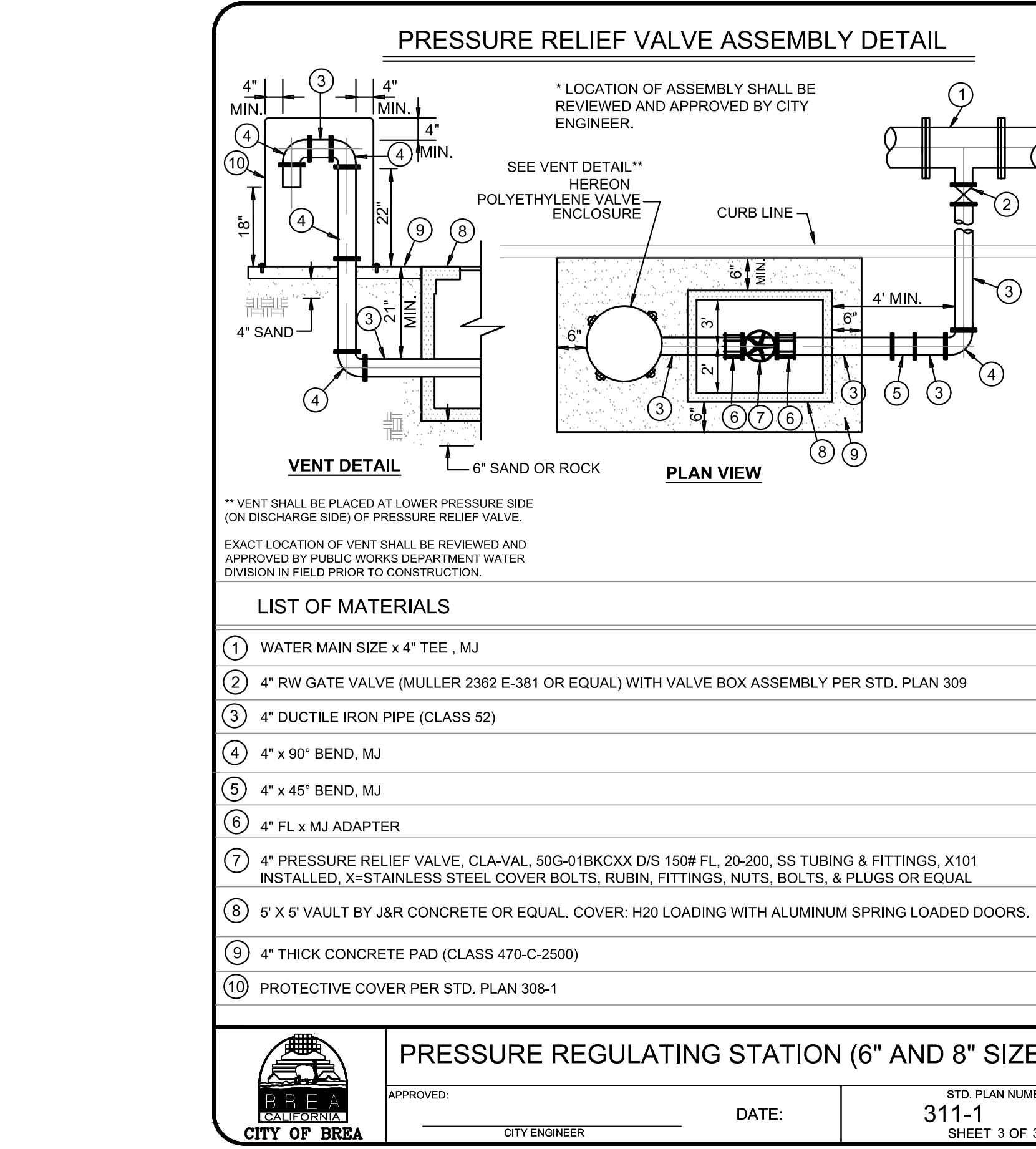
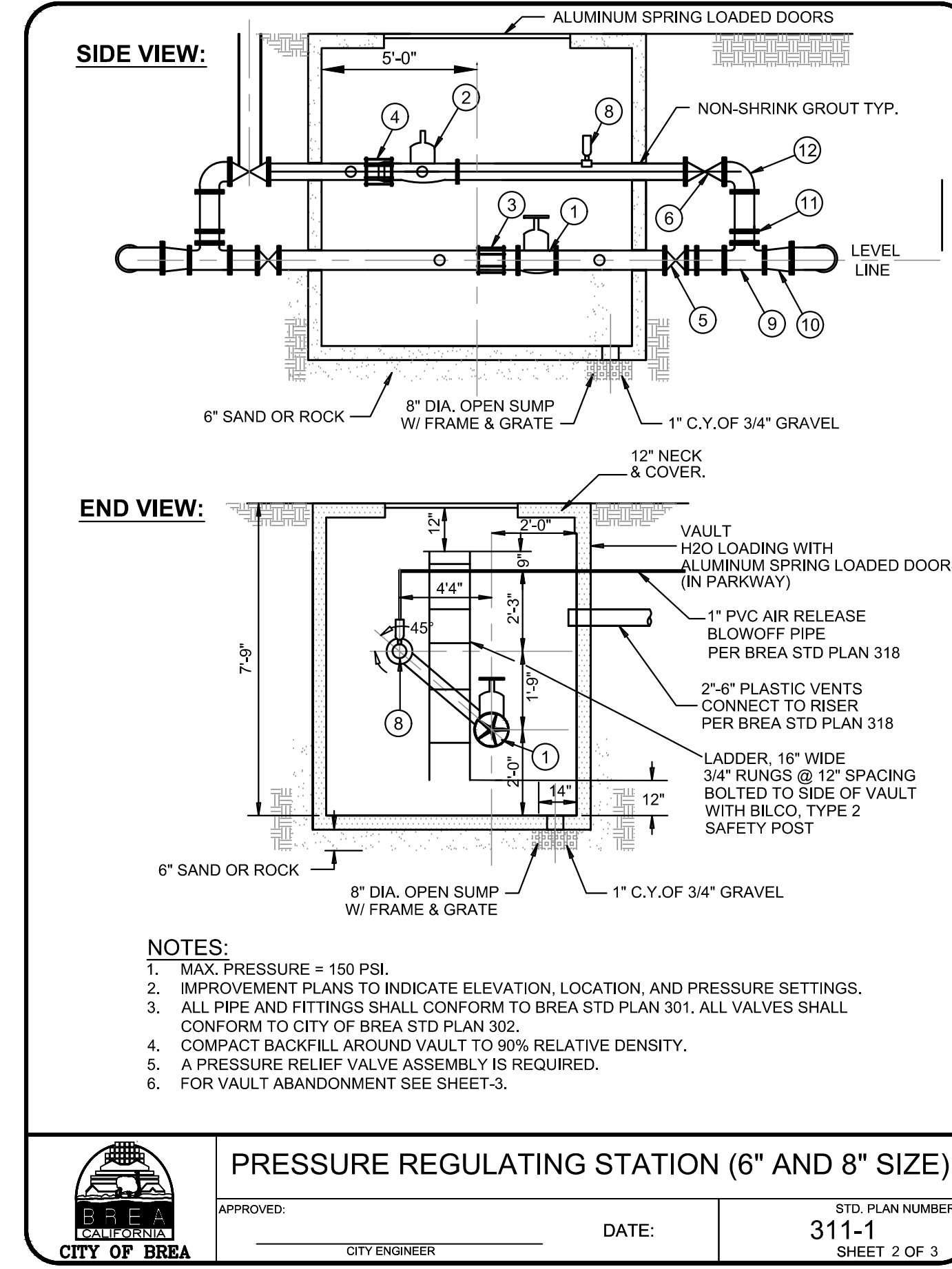
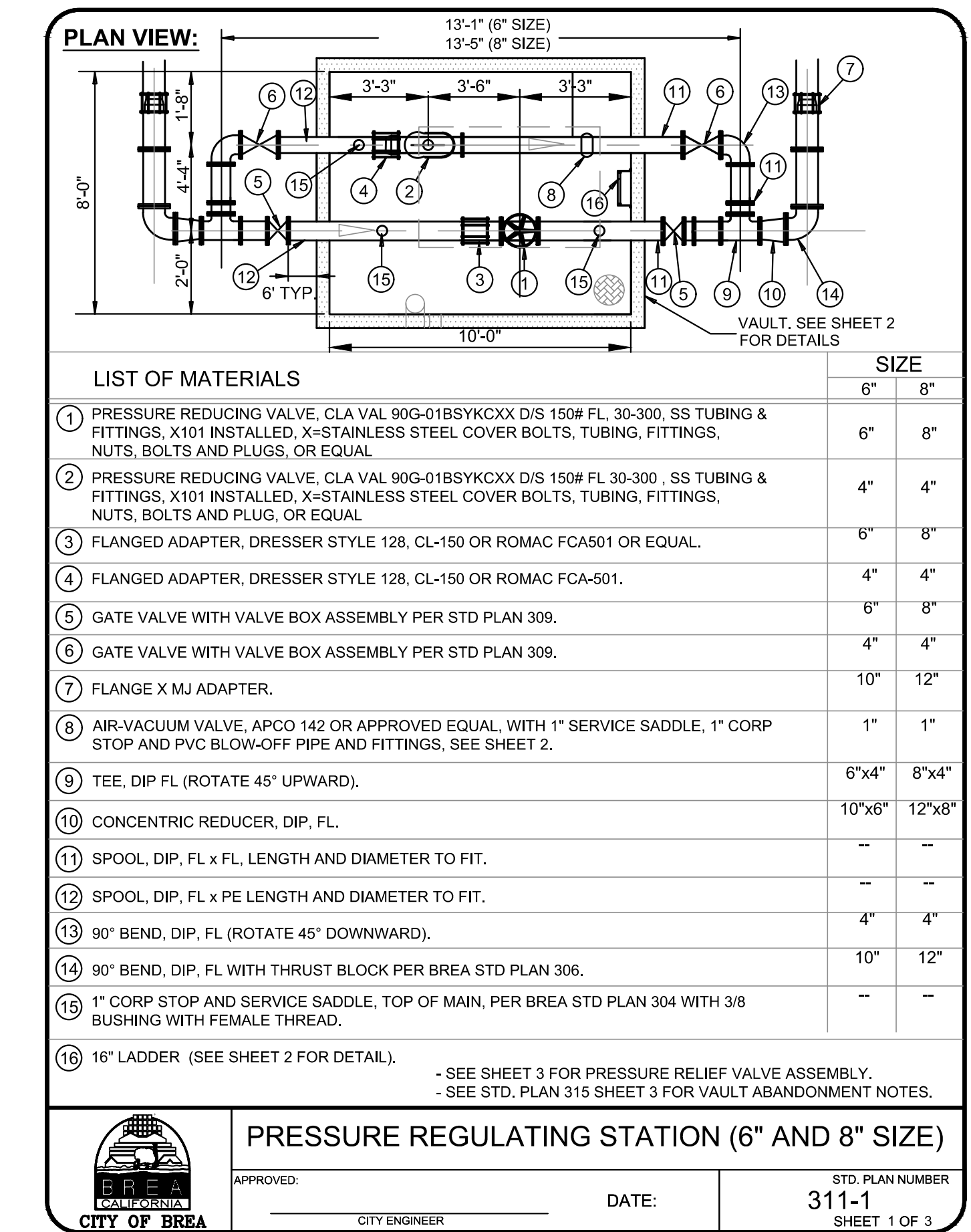
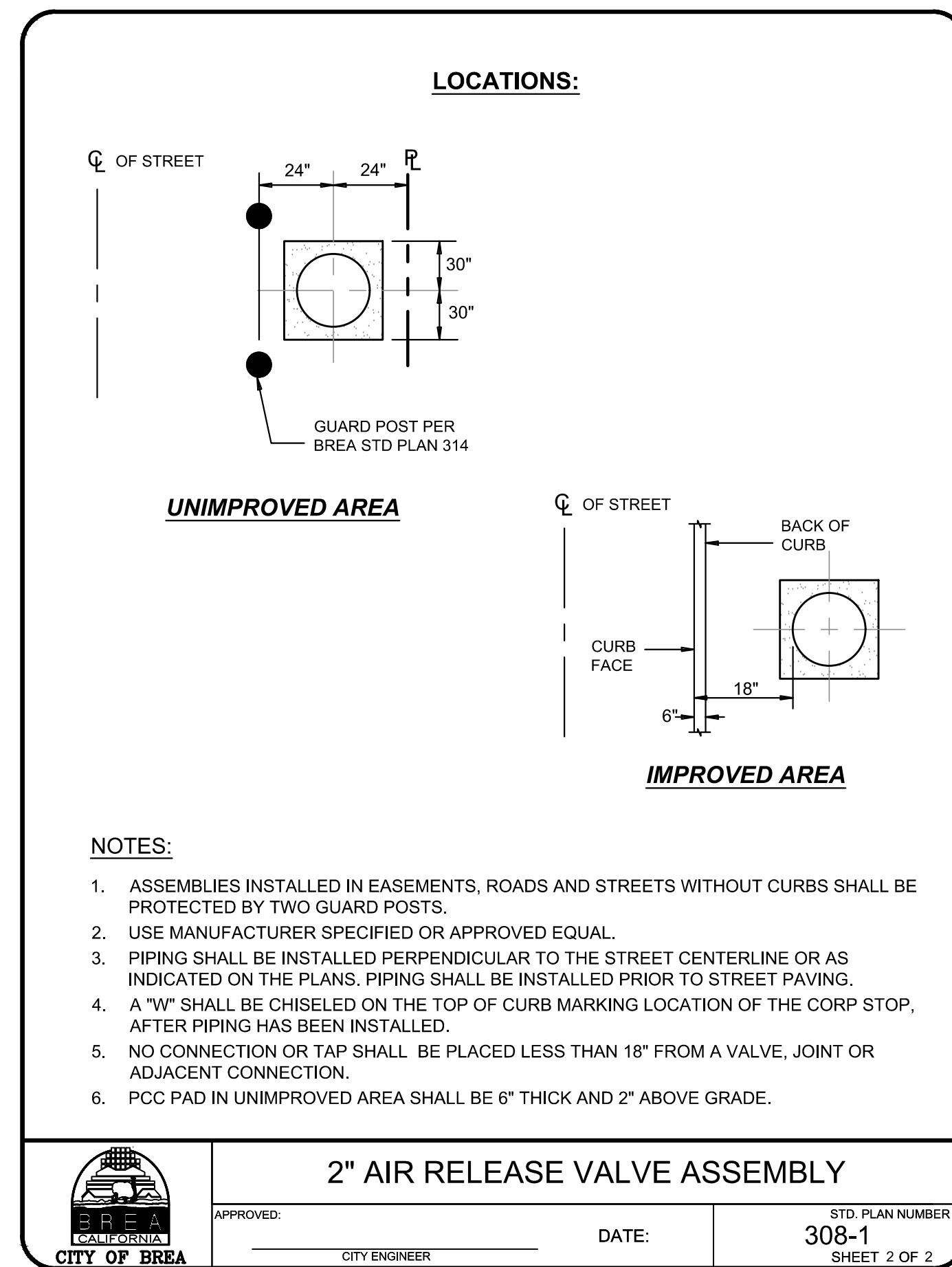
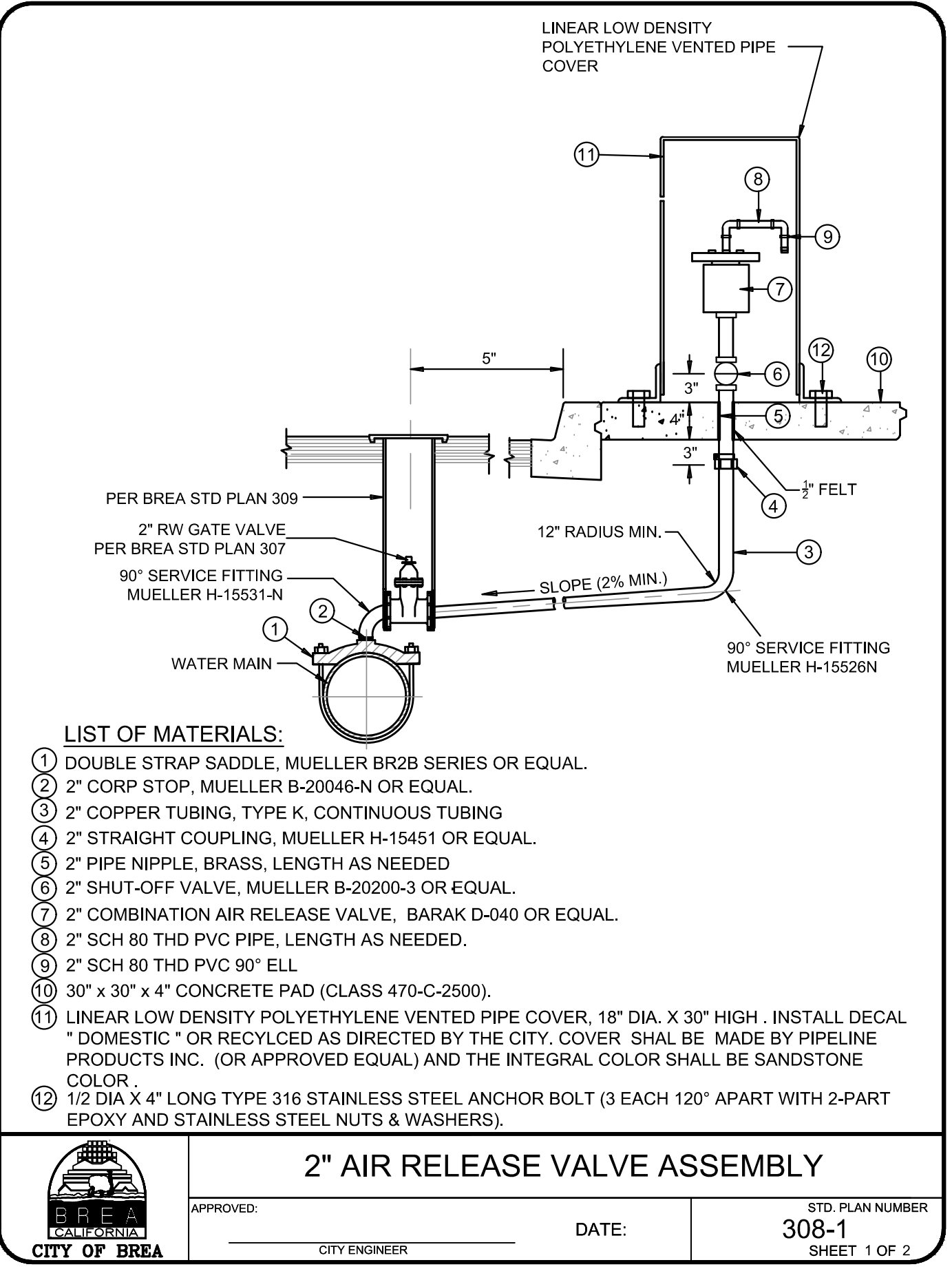
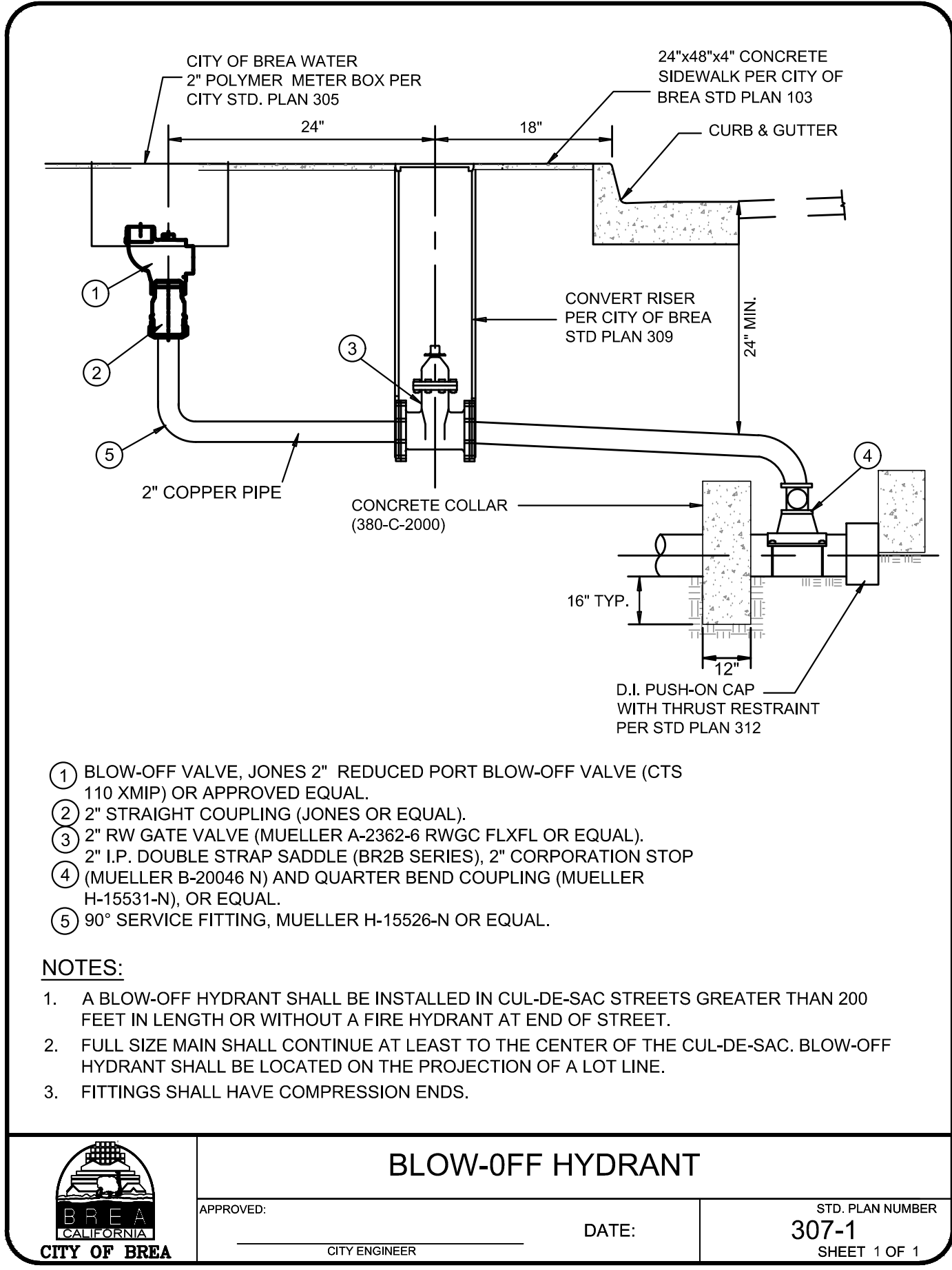
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2/11/2020
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CITY OF BREA

PUBLIC WORKS DEPARTMENT

WATER IMPROVEMENT PLANS
EAGLE HILLS TRACT WATER PROJECT

STREET IMPROVEMENT PLAN



**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

for the

EAGLE HILLS TRACT WATER IMPROVEMENTS

CIP NO. 7467

in the

CITY OF BRE A



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

BIDS DUE:

**MARCH 24, 2020, 2:00 PM, 3rd FLOOR
City Clerk's Office**

**TONY OLMOS, P.E.
PUBLIC WORKS DIRECTOR**

FOR BIDDING PURPOSES ONLY

CITY OF BREA

PLANS SPECIFICATIONS AND CONTRACT DOCUMENTS

for the

EAGLE HILLS TRACT WATER IMPROVEMENTS

CIP NO. 7467

Prepared Under the Supervision of:




Leah A. Carter, R.C.E. No. 41879

2-11-2020

Date

Approved by:

Michael S. Ho, Deputy Director of Public Works/City Engineer
RCE No. 70299 Exp. 12/31/20

Date

NOTE: *If there are any questions relative to this project, please call Michael Ho, P.E. 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 March 24, 2020.**

**1. Project Name: EAGLE HILLS TRACT WATER IMPROVEMENTS
CIP NO. 7467**

The work to be constructed hereunder is located primarily in the EAGLE HILLS TRACT located north of E. Birch Street and south of Lambert Road, in the vicinity of Flower Hill Street and Sunflower Street, in the City of Brea and includes the replacement and upgrade of existing water mains and appurtenances and street resurfacing throughout the Tract. The work generally consists of mobilization and traffic control; storm water pollution prevention; sawcut, removal, and disposal of existing pavement/roadway section, sidewalk, curb and gutter, vegetation and miscellaneous improvements; new full depth asphalt concrete (DGAC) pavement, cold milling , asphalt concrete (AC) overlay, Type I slurry seal, construction of new P.C.C. curbs, curb and gutter, sidewalk, curb ramps, new C-900 waterline and appurtenances including new valves, fire hydrants, blow-off hydrants, water meters and services, pressure reducing valve station, air release valves, pressure testing, disinfection, abandonment of existing water main and appurtenances, and other miscellaneous concrete improvements; AC slot paving, traffic striping, signing and loop replacement; landscape and irrigation repair; construction survey and monument protection and restoration

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

3. Bid Opening: Bids will be publicly opened and read at reasonable time following the time stated above in the City Conference Center, located at 1 Civic Center Circle, Brea, California 92821 on **March 24, 2020**. Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"SEALED BID FOR EAGLE HILLS TRACT WATER IMPROVEMENTS, CIP NO. 7467- DO NOT OPEN WITH REGULAR MAIL"**.

4. Non-Mandatory Pre-Bid Meeting: A non-mandatory pre-bid meeting will be held on **March 5, 2020**. The pre-bid meeting will be held at the **City of Brea Civic Center, 1 Civic Center Cir, 3rd Floor, CA 92821 in Rm E at 10:00 am.**

5. Contractor's License: In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License Class "A" (General Engineering) or Class "C-34" (Pipeline Contractor).** 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: In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be obtained from the State at the following website: <http://www.dir.ca.gov/OPRL/pwd/>.

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: **Michael Ho, PE, Deputy Director/City Engineer at michaelh@ci.brea.ca.us.**

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.

Published Date:_____

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 notice of pre-award letter and will furnish the necessary bonds as hereinafter provided. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the AGENCY.

3. Proposal Signature

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

4. Delivery of Proposal

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

“SEALED BID”

for

**EAGLE HILLS TRACT WATER IMPROVEMENTS
CIP NO. 7467**

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 direct 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 direct 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 let to the lowest responsive and 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 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 pre award letter. 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 responsive and responsible bidder. If the second lowest responsive and responsible bidder fails to execute the contract, the AGENCY may award the contract to the third lowest responsive and responsible bidder. On the failure of such second or third lowest responsive and 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 date of the pre-award letter to enter into a Contract with the AGENCY. 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. Blank

21. 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 **ten (10) working days** prior to the bid opening as specified in SECTION A. Questions asked of the Engineer after this time will not be addressed.

22. RFI (SEE NEXT PAGE)

For Requests for Information (RFI) the contractor shall use the form on the following page for submittal in writing.

CITY OF BREA
EAGLE HILLS TRACT WATER IMPROVEMENTS
CIP NO. 7467

REQUEST FOR INTERPREPARATION 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****EAGLE HILLS TRACT WATER IMPROVEMENTS****CIP NO. 7467****in the****CITY OF BREA****TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:**

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

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>

SECTION C
EAGLE HILLS TRACT WATER IMPROVEMENTS
CIP NO. 7467

PROJECT BID SCHEDULE

BASE BID					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
1	Mobilization and Demobilization (5% Maximum)	1	LS	\$	\$
2	Traffic & Pedestrian Control and Construction Phasing	1	LS	\$	\$
3	Traffic Signing, Striping, Markings & Raised Pavement Markers	1	LS	\$	\$
4	Construction Survey & Monument Preservation	1	LS	\$	\$
5	SWPPP and BMP's	1	LS	\$	\$
6	Asphalt Rubber Hot Mix (ARHM) Overlay	620	TON	\$	\$
7	Cold Mill Existing Pavement	5,254	SY	\$	\$
8	PCC Curb Ramp and Sidewalk over 4" SE 30 Sand Bedding (BCR to ECR)	34	EA	\$	\$
9	PCC Curb & Gutter Type A2-8 (W=2') over 6" CAB	1,000	LF	\$	\$
10	PCC Curb Type A3-6 (W=1') over 6" CAB	304	LF	\$	\$
11	Adjust Manhole to Grade	5	EA	\$	\$
12	Polymer Modified Slurry Seal (Type II)	305,377	SF	\$	\$
13	Remove and Replace AC Pavement Section*	30,000	SF	\$	\$
14	8" PVC CL 200 Waterline (AWWA C900) per Trench Detail on Plans	7,982	LF	\$	\$
15	10" PVC CL 200 Waterline (AWWA C900) per Trench Detail on Plans	1,978	LF	\$	\$

BASE BID (Continued)					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
16	8" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	46	EA	\$	\$
17	10" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	15	EA	\$	\$
18	10"x 10" x 8" D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block	5	EA	\$	\$
19	12"x 12" x 8" D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block	1	EA	\$	\$
20	8" D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block	9	EA	\$	\$
21	8" D.I.P. Class 52 Bend M.J. x M.J. (Angle per Plan) with Thrust Block	30	EA	\$	\$
22	10" D.I.P. Class 52 Bend M.J. x M.J. (Angle per Plan) with Thrust Block	5	EA	\$	\$
23	10"x 10" x 8" x 8" D.I.P. Class 52 Cross Tee M.J. x M.J. with Thrust Block	1	EA	\$	\$
24	M.J. x FLG Adaptor with Blind Flange and Thrust Block (Size per Plan)	8	EA	\$	\$
25	1" Service & New Water Meter (City Provided) in Existing Water Meter Box	184	EA	\$	\$
26	2" Service & New Water Meter (City Provided) in Existing Water Meter Box	5	EA	\$	\$
27	Fire Hydrant	20	EA	\$	\$
28	Blow-off Hydrant	6	EA	\$	\$
29	2" Air Release Assembly	2	EA	\$	\$
30	Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants per City Requirements (See Sheet 2 of Plans)	1	LS	\$	\$

BASE BID (Continued)					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
31	Remove Existing Meter Box & Install New Water Meter Box and Adjust to Grade	1	EA	\$	\$
32	12" x 12" x 10" D.I.P. Class 52 Tee M.J. x M.J. per Plan with Thrust Block	1	EA	\$	\$
33	6" Pressure Reducing Valve Station	1	EA	\$	\$
34	12" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	1	EA	\$	\$
35	Pothole Existing Utilities	1	LS	\$	\$
36	Pressure Testing & Disinfection	1	LS	\$	\$
37	Remove and Replace Unsuitable Subgrade with CAB*	300	CY	\$	\$

*Indicates item that may or may not be used

TOTAL BID AMOUNT (SCHEDULE) FIGURES

\$

TOTAL BID AMOUNT (SCHEDULE) (Words):

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders

_____ (Bidders Initials)

LIST OF SUBCONTRACTORS

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

[illegible]

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) 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

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **EAGLE HILLS TRACT WATER IMPROVEMENTS, CIP NO. 7467** (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.

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 (State Contractor's 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:

FOR BIDDING PURPOSES ONLY

Responsible Bidder – Supplemental Questionnaire

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

_____ Years

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

☐ Yes

☐ No

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

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

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

☐ Yes

☐ No

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

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

If “yes,” explain on a separate page.

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

%

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on 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 an the amount of back wages and penalties that were assessed.

22. List up to 5 projects constructed as a prime in the last five years for waterline improvement types of work.

1. Project Name

Total Construction Value

Description of Project

2. Project Name

Total Construction Value

Description of Project

3. Project Name

Total Construction Value

Description of Project

4. Project Name

Total Construction Value

Description of Project

5. Project Name

Total Construction Value

Description of Project

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 provided 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

CONSTRUCTION AGREEMENT
[PROJECT TITLE, CIP NO. XXXX]

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [contractor name], a [state] [type of entity] ("Contractor"). Contractor's CSLB license number is _____. Contractor's DIR registration number is _____.

RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: _____ ("Project").

B. City selected Contractor as the lowest responsive and responsible bidder for the Project.

C. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

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 and shall do the work for the construction of the **PROJECT TITLE, CIP NO. XXXX** ("Project"). Such 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 more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of \$ **XXX,XXX.XX**. 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.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with 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 this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City 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.

C. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to the terms of this Section. Securities eligible for investment shall include those listed in 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 the parties agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, 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).

E. 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).

3. CUSTOMER CARE: Contractor, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with City staff, residents, 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. The parties may agree in advance to a single person contact, a representative of either City or Contractor, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, 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 Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within [REDACTED] working days from the date of Notice of Proceed ("Completion Date").

B. Contractor shall be subject to liquidated damages in the amount of \$ [REDACTED] for each working day the work remains incomplete beyond the Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days' written notice to Contractor. In such event, 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.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, 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 Agreement. 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 Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with 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."

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

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

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

c. 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.

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

- i. \$2,000,000 for bodily injury or death;
- ii. \$2,000,000 for property damage; and
- 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 (A)(ii) above shall:

- i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.
- ii. 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.
- iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.
- iv. 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 such policy.
- v. 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.
- vi. 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 30 days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter.”
- vii. 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.
- viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

ix. 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.

x. Otherwise be in form satisfactory to City.

D. Prior to commencing performance under this Agreement, Contractor shall furnish 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 City before Contractor commences performance. If performance of this Agreement shall extend beyond one 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.

E. The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to Contractor; or (ii) 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 Contractor under this Agreement.

8. LABOR CODE COMPLIANCE:

A. Contractor acknowledges that the Work required is a "public work" as defined in Labor Code Section 1720 et seq. 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 federally funded 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.

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. 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 the Work, Contractor shall provide City with a copy of the information submitted

to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's 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 statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

H. Contractor truthfully represents that at the time Contractor submitted its bid 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 Contract 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 possess 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 Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. UNRESOLVED DISPUTES:

A. In the event that a dispute arises between the parties 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 the Completion Date, 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 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 agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

B. 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., to the extent each is applicable. This Agreement hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any subcontractor must file a claim in accordance with the Government Claims Act as 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, with respect to any asserted "claim," as individually defined in those Sections.

10. ANTI-TRUST CLAIMS: In entering into this Agreement, Contractor offers and agrees to assign to 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 (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further action or acknowledgment by the parties.

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

A. If the Project involves trenching more than four feet deep, Contractor shall promptly and before the following conditions are disturbed notify City in writing of any: (i) 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; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) 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 this Agreement. City shall investigate the conditions, and if 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, City shall issue a change order.

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of \$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, 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 contract price herein for completion of the Work as set forth in this 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 City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. 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 City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

A. City 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 workers, employees of Contractor or its 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. Contractor shall be responsible for all 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.

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and 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, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

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

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without 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 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.

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) 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 10 years.

19. 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 (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) 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:

20. 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. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. 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.

22. 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.

23. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. 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.

24. 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 City of any payment to Contractor constitute or be construed as a waiver by 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 City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. AUTHORITY: Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. COUNTERPARTS: This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[CONTRACTOR NAME]

[use this signature block if Contractor is a corporation]

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if Contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

CITY OF BREA

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
1612 S. Clementine Street
Anaheim, California 92802
(714) 517-0971*

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, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.

Board - The City Council of the City of Brea.

Caltrans - The State of California Department of Transportation.

County - The County of Orange.

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

SECTION 2

SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT

[Replace with the following:].

Within 10 working days after the date the AGENCY'S notice of pre-award letter to enter into contract with the AGENCY, 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.

2-3 SUBCONTRACTS

2-3.2 Self Performance

[amend the first sentence as follows:].

Replace 50 percent with **30** percent

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.

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

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

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

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to “State Standard Specifications” shall mean the Standard Specifications, 2018 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 (SPPWC), published by the Public Works Standards, Inc., 2015 edition.

Standard Plans, published by the Orange County Public Works Department, 2018 edition.

Standard Plans, published by the State Department of Transportation, 2018 edition.

Standard Plans, published by the City of Brea.

Applicable Standard Plans for this project are contained in Appendix A of these Special Provisions.

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. The Notice to Proceed for the work will not be issued until all required submittals pertaining to the work have been submitted and approved by the AGENCY. The Contractor shall submit all Submittals to the Engineer via the Internet utilizing a web site address VPM @ www.virtual-pm.com managed by the AGENCY.

2-6 WORK TO BE DONE

[Add the following].

This project consists of the construction of the Eagle Hills Tract Water Improvements Project located in the City of Brea, State of California, and generally includes furnishing and installing new 8-inch diameter and 10" diameter PVC, Class 200 DR 14 domestic water pipes, DIP Class 52 gate valves and fittings, meters, copper services and appurtenances, new fire hydrants, blow-off hydrants, 2" air release assemblies, 6" pressure reducing valve assembly, connections to existing 12" and 8" water lines, pressure testing & disinfection, trenching, trench resurfacing, and abandonment of existing 6", 8", 10" and various other sizes of CIP, PVC, and ACP water mains and appurtenances, cold milling existing pavement, asphalt rubber hot mix (ARHM) overlay pavement, sawcut, removal and disposal of existing roadway and miscellaneous PCC improvements, AC slot paving, localized roadway DGAC digouts, new PCC curb & gutter, sidewalk and ADA ramps, manhole and utility adjustments to grade, polymer modified slurry seal Type II, potholing existing utilities, traffic striping, SWPPP & BMP preparation and implementation, construction survey and monument preservation, traffic and pedestrian control, and mobilization. The work shall be done in accordance with the Plans and Specifications entitled, "Eagle Hills Tract Water Improvements, CIP Project No. 7467" ("Project").

2-9 SURVEYING

[Replace with the following].

The Contractor shall be responsible for the accuracy of surveying adequate for construction; however the task of surveying itself shall be performed under the direction of a Licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying in the State of California, retained or provided for by the Contractor.

All construction surveying necessary to complete the work as shown on the plans and provided for in these contract documents and specifications shall be accomplished by or under the direction of a Licensed Land Surveyor or Professional Engineer, with the authority to practice land surveying in the State of California, retained or provided by the Contractor. The AGENCY reserves the right to direct additional construction surveys to be performed by the Contractor when it feels it is required to adequately construct the work.

The Contractor shall be required to provide an as-built field survey to establish adequate survey control for the reconstruction of all curb returns where new curb ramp construction is required and any street requiring total removal of the existing pavement section, in order to re-establish the horizontal locations and final elevations of new ramp and curb returns, centerline and/or crown line and existing vertical curves, as directed by the Engineer, prior to the start of any construction. The as-built field survey shall be done only under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

In accordance with Senate Bill 1563, the Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed. Replacement shall be done only under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

The centerline monuments for all intersections within the project limits shall be permanently tied out prior to cold milling and overlay and re-established after the final asphalt concrete paving. Upon submittal of all corner records and centerline tie notes and monuments to the Office of Orange County Surveyor, the Contractor shall submit copies of the same records to the City of Brea. Contractor shall also submit accepted and filed corner records upon acceptance by the Office of the County Surveyor prior to completion of the project.

Upon completion of the project, a Notice of Completion shall not be filed until the monuments have been restored and corner records filed to the satisfaction of the County Surveyor.

2-10 AUTHORITY OF BOARD AND ENGINEER

[Add the following].

The Contractor shall give at least 48 hours (2 working days) 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.

2-11 INSPECTION

[Add the following].

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.

SECTION 3 CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.1 General.

[Add the following:].

Extra work compensation will be made for labor, equipment and materials used in the specific work zone where the extra work is being performed and not for all crew and materials on-site. When extra work or utility interference is encountered, contractor shall contact City and jointly evaluate if workforce and/or trucking should be reduced or remain as compensable.

All extra work truck material weight tickets must be completely filled out with times, location and material dumped to be eligible for extra work payment. All extra work must be approved by authorized City representatives prior to commencing work. Without said approval, contractor will be working at risk hence compensation is not guaranteed.

3-3.2.3 Markup.

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

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

- | | | |
|----|-----------------------------------|-----|
| 1) | 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 ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

(c) **Unknown Facilities.** In the event the Contractor suspects or begins to locate a utility pipe, conduit, structure or other unknown underground mass not depicted on the Plans or identified within these Specifications, he/she shall continue to uncover and investigate the limits of the item and contact USA as part of the bid item scope of work. Once the unknown underground facility is sufficiently viewed and identified, any stand-by-time, during which no constructive work is being accomplished with respect to the bid item scope of work, will be paid at the base rate for Labor + 10% and for Equipment not working will be paid applying the Delay Factor to the hourly rental rate per the Caltrans Rental Guide with no further mark-up.

SECTION 4

CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

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

Security of this guarantee shall be in the form of a Warrantee Bond furnished to the AGENCY by the Contractor. There shall be specific wording in the Warrantee 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 Warrantee Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Warrantee Bond within ten (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 Warrantee Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

4-1.4 Test of Materials

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

All onsite and offsite tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory in the vicinity of Southern California, pre-approved by the Engineer. The laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

The City reserves the right to visit approved testing laboratories anytime during the duration of the testing for the specified project. This random inspection will not require any prior confirmation for the visit date and time of the visit.

Field sampling and testing shall be performed under the direction of the Engineer. The Engineer will determine the exact time and location of all field sampling and testing. Written reports

of tests and engineering data furnished by the Contractor for the Engineer's review shall be submitted in the same manner as specified for Shop Drawings.

The testing laboratory shall furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the Engineer and one copy to the Contractor within three (3) calendar days after each test is completed.

The Contractor shall not retain any testing laboratory firm against which the City has reasonable objection. If at any time during the construction process, the services become unacceptable to the City and the Engineer determines that sufficient cause exists, the Contractor shall terminate the services and engage a different testing laboratory firm, approved by the Engineer.

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

4-1.6 Trade Names or Equals

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

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

SECTION 5 UTILITIES

5-1 LOCATION

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

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

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

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

Any pothole work with a diameter less than or equal to 6-inches in asphalt to be backfilled with black colored concrete to the finish surface.

The Contractor shall perform the utility location pothole exploration efforts along the proposed main, lateral, and facility locations 48 hours prior to beginning trenching and shall notify the Engineer in advance of initiating said work. All vertical and horizontal locations of the exposed existing utility shall be documented by the Contractor and provided to the Engineer. All potential conflicts with respect to the proposed work and existing utilities shall be brought to the attention of the Engineer prior to trenching at the potential conflict location.

Payment for the requirements of POTHOLE EXISTING UTILITIES shall be included in the contract LUMP SUM (LS) price bid, and no additional compensation will be allowed therefore.

5-4 RELOCATION

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

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

5-5 DELAYS

[Add the following paragraph:].

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

5-7 UTILITY MARKINGS

[Is hereby added to Section 5]:

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

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

SECTION 6

PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK [Replace the first sentence of the first paragraph with the following:].

The Contractor's proposed Baseline Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the AGENCY'S execution of the Agreement. The proposed Baseline Construction Schedule shall depict the main milestones, sub-activities links, durations, start and finish dates, and predecessors/successors, and other relevant fields needed to demonstrate the overall delivery schedule within the Contract Works Days as defined within the Agreement Section D of these Specifications and be submitted in MS Project File and pdf formats. Additionally, the schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Baseline 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 approved Baseline Construction schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the Agency with a 3 week look ahead-schedule in a tabular format at every weekly construction meeting. The 3-week look ahead-schedule shall be linked to the Approved Baseline Construction Schedule milestones with any subsequent deviations within this 3-week window, and shall include the sub-activities that rolls-up into the associated milestone.

Payment for the preparation, update, and submittal of the Baseline Construction Schedule shall be considered as included in the various item of work and no additional compensation will be allowed thereof.

6-2 PROSECUTION OF WORK [Add the following paragraph:].

The order of work this Project shall be as follows:

1. Tie out existing centerline ties and/or front property corners/monuments
2. Traffic control and construction phasing plan
3. Haul route plan
4. Pipeline alignment layouts
5. Pothole existing utilities
6. Saw cut existing pavement
7. Install water mains, gate valves, fire hydrants, and services
8. Pressure test and disinfect new water mains
9. Connect new water main tie-in(s) to existing main

10. Reconnect all water services (Provide residents 48-hour notice of upcoming interruption of service)
11. Remove and salvage existing fire hydrants including stem (bury to be removed/ abandoned in place - cut just above the concrete kicker)
12. Abandon existing water main
13. Asphalt concrete pavement base repairs
14. Cold mill AC pavement
15. Pavement preparation, including routing, cleaning, sweeping and crack sealing
16. Asphalt Rubber Hot Mix (ARHM) overlay
17. Slurry seal
18. Adjust utility covers and manholes to grade
19. Replace traffic striping and pavement markings
20. Re-establish centerline ties and other monuments and file related documents
21. Final Inspection and punch-list

[Add the following:]

Record Keeping: The Contractor shall submit daily progress reports to the Engineer via the Internet utilizing a web site address Virtual Project Manager (VPM) at www.virtual-pm.com managed by the Agency. This web site, “Virtual Project Manager” will be used exclusively by the site foreman to record daily progress, problems, addition/deletions and or request change orders for review by the engineer/inspector and the 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.

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The total time within which the Work must be completed by the Contractor is fixed at **120 WORKING DAYS**, including material delivery, starting from and after the date in the **Notice to Proceed** with the Work.

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 (For lane closure restrictions see 7-10.1 “Traffic Access.”). 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 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 specified in 6-6.1.

6-9 LIQUIDATED DAMAGES

[Amend the liquidated damage amount to read:].

Liquidated damages was calculated to be **\$1,200.00** for **each calendar day** in excess of the contract time for the total project.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

7-1.1 General

[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.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

7-8 WORK SITE MAINTENANCE

7-8.1 General

[Add the following:].

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.

7-8.2 Air Pollution Control

[Add the following:].

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

7-8.4.2 Storage of Equipment and Material in Public Streets

[Add the following:].

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.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

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

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

7-8.4.3 Temporary Light, Power & Water

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

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

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

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

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

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

7-8.6.1 General

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

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

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

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

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

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

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

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

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

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

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

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP)

[Add following to the end of the section:]

The CONTRACTOR will need to submit a site-specific SWPPP, prepared by a Qualified SWPPP Developer (QSD) as defined by the CGP, which must include the information needed to demonstrate compliance with all the requirements of the CGP, for review, approval, and certification by the CITY prior to submittal of the PRDs (the SWPPP is a required component of the PRD electronic submittal package).

NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE CITY HAS RECEIVED A TRACKING NUMBER AND APPROVAL FROM THE SWRCB.

The SWPPP shall be developed and updated using Section 2 and Appendix B of the California Stormwater Quality Association (CASQA) Stormwater Best Management Practice Handbook Web Portal for Construction (requires subscription to access). The CASQA Construction BMP Web Portal requires a subscription to be purchased from CASQA and can be accessed at the following link:

<http://www.casqa.org/LeftNavigation/BMPHandbooksPortal/tabid/200/Default.aspx>

The CONTRACTOR must amend the SWPPP as needed during the course of work to reflect actual construction progress and construction practices. The CONTRACTOR shall designate a Qualified SWPPP Practitioner (QSP), as defined by the CGP, who will be responsible for compliance with CGP requirements on the project at all times.

The SWPPP shall not be construed to be a waiver of the CONTRACTOR's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the CONTRACTOR acknowledges that he has read and understands the requirements of the General Permit.

The CONTRACTOR is hereby notified that specific construction practices in the Standard Specifications for Public Works Construction (STANDARD SPECIFICATIONS), Section 7-8, "Project Site Maintenance, "are considered to be Best Management Practices. Applicable construction practices in the STANDARD SPECIFICATIONS shall be incorporated into the SWPPP. Full compensation for including and complying with construction practices in the STANDARD SPECIFICATIONS shall be considered as included in the various items of work involved and no additional compensation will be allowed therefore.

REPORTING

The CONTRACTOR shall be responsible for providing all reports required by the CGP (monitoring, inspection, Rain Event Action Plans, annual reports, etc.) to the CITY for review. Time sensitive reports involving monitoring data shall be provided as soon as the information is made available. All other reports shall be provided to the CITY a minimum of two weeks prior to their deadline for submittal to the SWRCB through SMARTS.

STORM WATER POLLUTION PREVENTION PLAN

The CONTRACTOR shall develop a Storm Water Pollution Prevention Plan (SWPPP) as required by the Construction General Permit (CGP) described within Section D "Permits." The SWPPP shall be developed, amended, and certified by a Qualified SWPPP Developer. A Qualified SWPPP Developer shall have one of the registrations or certifications listed in Section

VII.B.1 of the CGP, and effective September 2, 2011, must have attended a State Water Board- sponsored or approved Qualified SWPPP Developer training Course.

The SWPPP shall be developed and updated using Section 2 and Appendix B of the California Stormwater Quality Association (CASQA) Stormwater Best Management Practice Handbook Web Portal for Construction (requires subscription to access).The CASQA Construction BMP Web Portal requires a subscription to be purchased from CASQA and can be accessed at the following link:

<http://www.casqa.org/LeftNavigation/BMPHandbooksPortal/tabid/200/Default.aspx>

The CONTRACTOR shall submit an electronic copy of the accepted SWPPP and two (2) hard copies, each placed in a three (3) ring binder with separators and tabs, to the ENGINEER.

The CONTRACTOR shall implement, maintain, and amend the SWPPP as needed during the course of work to reflect actual construction progress and construction practices. The CONTRACTOR shall designate a Qualified SWPPP Practitioner (QSP), as defined by the CGP, who will be responsible for compliance with CGP requirements for the PROJECT at all times.

The CONTRACTOR shall be responsible for and shall submit to the ENGINEER copies of all CONTRACTOR generated SWPPP documents, including all sampling test results, inspection reports, Rain Event Action Plans (REAP), annual reports, and other time sensitive documents involving monitoring data. Such documentation shall be provided as

soon as the information is made available and shall be provided within twenty-four (24) hours when requested by the ENGINEER. The CONTRACTOR shall be required to produce such data and documentation at the PROJECT site on demand if so requested by Santa Ana Regional Water Quality Control Board Staff during a site inspection.

The CONTRACTOR shall comply with all the requirements identified in the CGP. Non-adherence with the requirements identified in the CGP may constitute a violation of the Clean Water Act and the Porter-Cologne Water Quality Control Act and may be grounds for enforcement action by the RWQCB. Any fines incurred by the CITY due to the CONTRACTOR's lack of compliance with the requirements of the CGP, shall be back charge by the CITY to the CONTRACTOR.

Full compensation for conforming to the requirements of the STORM WATER POLLUTION PREVENTION PLAN (SWPPP) shall include, but not be limited to, the following:

1. Submit Permit Registration Documents (PRDs) per Section XV of the Municipal Permit and Appendix B of the CGP to the ENGINEER.
Develop a SWPPP to conform to a Risk Level 1 and the CONTRACTOR's actual construction practices;
2. Administer, implement, maintain, and ensure adequate functioning of the various water quality control measures identified within the SWPPP during construction including all Numeric Action Level (NAL) and Numeric Effluent Limitation (NEL) sampling, monitoring and reporting requirements statutorily required for the determined Risk Level of the PROJECT site. These tasks must be performed by Qualified SWPPP Practitioner (QSP). Effective on September 2, 2011, a QSP shall meet the requirements listed in the General Permit.
3. Provide and maintain all documentation (at the jobsite) and administration for the entire CONTRACT period;
4. Perform all work required for compliance with the requirements of the CGP including preparation of all Rain Event Action Plans (REAPs), construction of effective treatment control BMPs, i.e.: contingency basins, chemical treatments, etc. (if applicable);

Provide all labor, tools, equipment's, materials and incidentals for any additional BMPs not shown or identified in the SWPPP which may be required to comply with the requirements of the CGP or when requested by the ENGINEER and shall be considered as included in the LUMP SUM price paid for SWPPP and no additional compensation will be allowed therefor.

7-8.6.4 Dewatering

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

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

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

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

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

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_d_eminimus_permit_wdr.pdf

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the

project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures.) which are damaged or removed as a result of his operations.

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

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

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

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

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access

[Add the following:].

The AGENCY's intent is to restore all traffic lanes to workable condition as soon as possible. **One lane of traffic shall be maintained at all times.**

All traffic control shall be in accordance with the latest edition of the following documentation:

Caltrans - Manual of Traffic Control Devices for Construction and Maintenance Work Zones, Traffic Manual, Sign Specifications, Standard Plans, Standard Specifications

State of California, Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD)

Work Area Traffic Control Handbook (WATCH Manual)

Construction Traffic Control Plans shall be prepared for work on all streets depicted on the project plans.

Prior to the beginning of work, the Contractor shall prepare and process a traffic control and construction phasing plan for AGENCY'S approval, in conformance with current MUTCD and AGENCY'S guidelines. Contractor shall implement the approved traffic control and construction phasing plan to safely prosecute the construction work involved with a minimum of inconvenience to the existing residents and the motoring public.

Construction Traffic Control Plans shall be prepared in accordance with the AGENCY's latest Traffic Control Plan Preparation Guidelines and shall be reviewed and approved by the Engineer. The plans shall be signed and stamped by a Traffic or Civil Engineer. The Contractor shall submit the plans to the Engineer for approval or correction at least 10 working days before approved plans will be required for commencing the work.

Approval of the Traffic Control Plans by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the plans or from deviations from the Contract Documents. The Contractor shall be responsible for the correctness of the plans and for the results obtained by the use of such plans.

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

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

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

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

Information signs shall be required on all arterial streets one (1) week prior to beginning of roadway construction projects.

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

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

Any relocation of travel lanes longer than three calendar days shall be delineated by removing the existing striping and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sandblasting.

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

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

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

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

Plans indicating the travel (haul) route for the Contractor's equipment movement in and out of the site must be submitted to the Engineer for approval at least seven (7) working days prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the AGENCY. The Contractor shall submit one travel plan for each phase to the Engineer for approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

The Contractor shall limit excavation for curb and/or gutter, driveways, sidewalk, cross gutter and spandrels that will leave an open excavation for only one weekend in a continuous two week period. Open excavation is only allowed to open for only one weekend with proper traffic control as specified elsewhere and as directed by the Engineer.

The Contractor is not allowed to drive his/her fully loaded trucks on the new material.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according to the AGENCY'S requirements.

Full compensation for Construction Traffic Control Plans is considered included in the Traffic Control bid item of work and no additional compensation will be allowed therefore.

Warning Signs

Adequate warning signs for motorists shall be placed and maintained throughout all applicable phases of the work including speed limit reduction, loose gravel, fresh oil, and open trench. Signs shall be 36-inch x 36-inch size; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

The Contractor shall not park any equipment or store any materials on the street during non-working hours.

The Contractor shall reopen all streets at the end of each working day.

The Contractor shall maintain access for emergency vehicles, local residents, businesses, and commercial vehicles at all times on all streets.

Pedestrian traffic shall be detoured to the opposite side of the street, away from the construction area, whenever possible.

The Contractor shall be required to coordinate his operations with the delivery of mail, the school bus and trash pick-up schedules in the project area, and the Contractor shall make provisions for passage of trash collection trucks to alleys and to trash receptacles in streets where work is being performed.

The Contractor shall install skid resistant steel plates over any open trenches which are not back-filled by the end of each day. Steel plates need to be recessed while covering open trenches in the street.

The order of work, except where otherwise specifically required by the Plans and Specifications, such as the phasing requirements, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and direct contract work to minimize delays during construction.

The Contractor shall maintain pedestrian and vehicle access to driveways for ingress and egress by the end of each workday. If necessary, the Contractor shall install skid resistant steel plates over disturbed pavement in front of driveways in order to provide for smooth access to and from the driveways.

7-10.3 Street Closures, Detours, Barricades

[Add the following:].

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

7-10.5 Protection of the Public

[Add the following section:].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply,

interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

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

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. No additional compensation will be allowed therefore.

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 and 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 (3) 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.

9-3.5 Description of Bid Items

[Add the following section:].

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and

Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items related to the work.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in SSPWC, Section 9-1, and "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with SSPWC, Section 9-2, "Lump Sum Work,"

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited to the following description of bid items:

Bid Item No. 1– Mobilization and Demobilization (5% Maximum)

Mobilization and demobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Payment for Mobilization and Demobilization (5% Maximum) shall be included in the contract **Lump Sum (LS) Price** bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Brea; and complying with the requirements specified in those licenses and permits; coordination, field office facility, and incidentals necessary to perform all related items of work. The maximum lump sum price for this bid item shall not exceed 5 percent of the total contract price at the time of award. Progress payments for mobilization and demobilization bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization and administration during the entire Contract period.

Bid Item No. 2 – Traffic & Pedestrian Control and Construction Phasing

Payment for the requirements of **Traffic & Pedestrian Control and Construction Phasing** shall be at the **contract LUMP SUM (LS) price bid** and shall include all labor tools, equipment and materials required for preparation and implementation of a traffic and pedestrian control and construction phasing plan, and travel (haul) route plans, flashing arrow signs; flagging and/or flagger costs; project notifications, temporary asphalt work and non-skid steel plates as required by the Engineer to maintain driveway access, temporary striping and temporary asphalt work as required by the Engineer to maintain driveway access, and all labor, tools, equipment, materials and incidentals required to complete the work. The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. No additional compensation will be allowed therefore.

Bid Item No. 3 –Traffic Signing, Striping, Markings & Raised Pavement Markers

Payment for the requirements of **Traffic Signing, Striping, Markings & Raised Pavement Markers** shall be at the **contract LUMP SUM (LS) price bid** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved in removing all existing and furnishing and installing new signs, pavement striping, markings and raised pavement markers as shown on the plans, as specified in these specifications and as directed by the Engineer. No additional compensation will be allowed therefore.

Bid Item No. 4 –Construction Survey & Monument Preservation

Payment for the requirements of **Construction Survey & Monument Preservation** shall be at the **contract LUMP SUM (LS) price bid** and shall include all labor, tools, equipment, materials and incidentals required to complete required to research, identify, tie-out and re-establish centerline monuments and swing ties complete in place, and prepare pre-construction and post construction corner records, including filing fees with Orange County, complete construction staking and all documentation required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 5 –SWPPP and BMP's

Payment for the requirements of **SWPPP and BMP's** shall be at the **contract LUMP SUM (LS) price bid**, as shown in the Bid Schedule, and shall include all labor, tools, equipment, materials, fees, and incidentals required for preparing a SWPPP, Erosion Control/Sedimentation Plans, implementing SWPPP, including Best Management Practices (BMP's), monitoring and reporting (if required), and modifying SWPPP as needed during the construction. Contractor shall submit SWPPP prepared by a qualified preparer along with Erosion/Sedimentation Control Plans to City for review and approval prior to the start of the construction. Once SWPPP is approved and prior to the start of the construction, Contractor or its SWPPP preparer shall be responsible to file the Permit Registration Documents through the State Water Board's SMARTS database system. This item shall be considered full compensation for doing all work as specified herein.

Progress payments for this item shall be paid for in accordance with the completion percentage of the project. No additional compensation will be allowed therefore.

Final retention payment will not be released until the Annual Report for this Project is submitted through the State Water Board's SMART database system by Contractor or its SWPPP preparer.

Bid Item No. 6 – Asphalt Rubber Hot Mix (ARHM) Overlay

Payment for the requirements of **Asphalt Rubber Hot Mix (ARHM) Overlay** shall be per the **unit price bid per TON (TON)**, based upon certified weigh master tickets. This item includes all asphalt rubber hot mix (ARHM) surface course pavement required to construct the 2" overlay roadway pavement per the Typical Sections and Details shown on the plans and at the locations shown on the plans. This bid item shall include all surface and subgrade preparation, furnishing and hauling the material, placement of the ARHM-GG-C PG 64-16 overlay, removal of existing pavement markers, tack coat, crack seal, 95% rock dust blotter, compaction, and all labor, tools, equipment, materials, and incidentals required to complete the work. No further compensation will be allowed.

Bid Item No. 7 – Cold Mill Existing Pavement

Payment for the requirements of **Cold Mill Existing Pavement** shall be at the contract **unit price bid per SQUARE YARD (SY)** and will be based on the actual area of surface planed regardless of the number of passes required. The contract price paid per square yard shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in cold milling the existing A.C., P.C.C., pavement reinforcing fabric/petromat, macadam, or other miscellaneous improvements, and disposing of material removed, per Typical Section and Detail 1 as shown on sheet 2 of Plans, as specified in these special provisions and as directed by the Engineer. No additional compensation will be allowed therefore.

Bid Item No. 8 – PCC Curb Ramp and Sidewalk over 4" SE 30 Sand Bedding (BCR to ECR)

Payment for the requirements of **PCC Curb Ramp and Sidewalk over 4" SE 30 Sand Bedding (BCR to ECR)** shall be per the **unit price bid per EACH (EA)** curb ramp constructed in place, and shall include all improvements from BCR to ECR and all labor, tools, materials, equipment and incidentals necessary to complete this work per Federal ADA requirements, including protection and/or replacement of all existing drains, sawcut, removal & disposal of existing improvements, excavation, subgrade preparation, root removal, all forms, new P.C.C. curb ramp per City Standard Plan No. 107, new PCC sidewalk per City Standard Plan No. 103-0, detectable warning surface/devices, SE 30 sand bedding, AC slot paving (Type B PG 70-10)(10% Maximum RAP) per Detail 5 on Sheet 2 of Plans, grooving, finishing, scorelines, expansion joints, weakened plane joints, removal, disposal and reconstruction of private walkways, and construction of P.C.C. ramps and/or steps-where applicable-on private property, retaining curb construction at back of curb ramp where necessary, regrading (2:1 Max), curb drain reconstruction or relocation, soil backfill (suitable for landscaping) in locations of parkway improvement removals, coordination to adjust or relocate utility pullboxes and meter boxes, installing new parkway sprinkler systems where existing is damaged as applicable, lowering

uplifted water service laterals, restoring damaged water service laterals, restoring existing sprinkler systems and planted areas in kind including mulching and grass seeding and/or furnishing and installing sod as directed by the Engineer, removal of all USA and construction markings on concrete, and all incidentals. Wherever a utility box or water meter box exists in the new ramp, the utility box shall be adjusted to the ramp finished grade and the adjustment shall be included in the contract unit price bid. No additional compensation will be allowed therefore.

Bid Item No. 9 – PCC Curb and Gutter Type A2-8 (W=2') over 6" CAB

Payment for the requirements of **PCC Curb and Gutter Type A2-8 (W=2') over 6" CAB** shall be per the **unit price bid per LINEAL FOOT (LF)** and shall include sawcut, removal and disposal of existing A.C., P.C.C., and miscellaneous improvements, excavation, subgrade preparation, forms, depressed curb for driveway approaches, new PCC Curb and Gutter per City Standard Plan No. 106 (Type A2-8, W=2'), AC slot paving (Type B PG 70-10)(10% Maximum RAP) per Detail 2 on Sheet 2 of Plans, 6" thick crushed aggregate base (CAB), backfilling behind curb and gutter, restoring form areas, replacing damaged curb drains, sprinklers and landscaping, and all labor, tools, equipment, materials, and incidentals as required to complete the work. No other compensation will be allowed.

Bid Item No. 10 – PCC Curb Type A3-6 (W=1') over 6" CAB

Payment for the requirements of **PCC Curb Type A3-6 (W=1') over 6" CAB** shall be per the **unit price bid per LINEAL FOOT (LF)** and shall include sawcut, removal and disposal of existing A.C., P.C.C., and miscellaneous improvements, excavation, subgrade preparation, forms, new PCC curb and gutter per SPPWC Standard Plan No. 120-2, Type A3-6 (W=1') (modified variable curb face), 6" thick crushed aggregate base (CAB), backfilling behind curb and gutter, restoring form areas, replacing damaged curb drains, sprinklers and landscaping, and all labor, tools, equipment, materials and incidentals as required to complete the work. No other compensation will be allowed.

Bid Item No. 11 – Adjust Manhole to Grade

Payment for the requirements of **Adjust Manhole to Grade** shall be at the **unit price bid per EACH (EA)** manhole adjusted, and shall include providing all labor, tools, equipment, materials and incidentals necessary for doing the work in compliance with SPPWC Standard Plan No. 205-2. No additional compensation shall be allowed.

Bid Item No. 12 – Polymer Modified Slurry Seal Type II

Payment for the requirements of **Polymer Modified Slurry Seal Type II** shall be per the **unit price bid per SQUARE FOOT (SF)** and shall include all surface preparation, crack cleaning and routing, crack seal, Type II polymer modified slurry seal, and all labor, tools, equipment, materials, and incidentals required to complete the work. No additional compensation will be allowed.

Bid Item No. 13 – Remove and Replace AC Pavement Section

Payment for the requirements of **Remove and Replace AC Pavement Section**, shall be per the **unit price bid per SQUARE FOOT (SF)**, as directed by the Engineer. This item includes all sawcut, removal and disposal of existing roadway section, bituminous pavement, macadam, concrete pavement, base materials, pavement reinforcing fabric/petromat, abandoned concrete and/or steel culverts, unsuitable materials, irrigation improvements, plants, root pruning, removal of existing base material and other unclassified excavation necessary to establish the finished subgrade elevations for the roadway improvements and digouts, as directed by the Engineer. This item also includes all dense graded asphalt concrete (DGAC) base course pavement Type B PG 70-10 (10% maximum RAP) required to reconstruct the roadway digouts at the locations and thicknesses as directed by the Engineer. The unit price bid shall include surface preparation, tack coat, compaction, and all labor, tools, material, equipment and incidentals required to complete the work. No further compensation will be allowed.

Bid Item No. 14 – 8” PVC Class 200 Waterline (AWWA C900) per Trench Detail on Plans

Payment for the requirements of **8" PVC Class 200 Waterline (AWWA C900) per Trench Detail on Plans**, shall be made at the contract **unit price bid per LINEAL FOOT (LF)** of pipe, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to furnish, install and complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, and warning tape, chlorination and testing, pipe installation, temporary and permanent trench resurfacing, all fittings not specifically included in separate bid items, and all appurtenances required to complete the work. Pipe shall be measured along the longitudinal axis between the ends as laid and shall include the actual pipe in place. No additional compensation will be allowed therefore.

Bid Item No. 15 – 10” PVC Class 200 Waterline (AWWA C900) per Trench Detail on Plans

Payment for the requirements of **10" PVC Class 200 Waterline (AWWA C900) per Trench Detail on Plans**, shall be made at the contract **unit price bid per LINEAL FOOT (LF)** of pipe, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to furnish, install and complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, and warning tape, chlorination and testing, pipe installation, temporary and permanent trench resurfacing, all fittings not specifically included in separate bid items, and all appurtenances required to complete the work. Pipe shall be measured along the longitudinal axis between the ends as laid and shall include the actual pipe in place. No additional compensation will be allowed therefore.

Bid Item No. 16 – 8" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover

Payment for the requirements of **8" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover**, shall be made at the contract **unit price bid per EACH (EA)** 8" gate valve constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, chlorination and testing, valve installation with valve box and cover per City Standard Plan Nos. 302-0 and 309-0, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 17 – 10" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover

Payment for the requirements of **10" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover**, shall be made at the contract **unit price bid per EACH (EA)** 10" gate valve constructed in place as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, chlorination and testing, valve installation with valve box and cover per City Standard Plan Nos. 302-0 and 309-0, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 18 – 10"x10"x 8" D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block

Payment for the requirements of **10"x10"x8" D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block** shall be made at the contract **unit price bid per EACH (EA)** 10" x 10" x 8" tee constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, chlorination and testing, installation, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 19 – 12"x 12" x 8" D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block

Payment for the requirements of **12"x 12" x 8" D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block** shall be made at the contract **unit price bid per EACH (EA)** 12" x 12" x 8" tee constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, chlorination and testing, installation, temporary and permanent trench resurfacing, and all appurtenances

required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 20 – 8” D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block

Payment for the requirements of **8” D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block** shall be made at the contract **unit price bid per EACH (EA)** 8” tee constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, chlorination and testing, installation, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 21 – 8” D.I.P. Class 52 Bend M.J. x M.J. (Angle per Plan) with Thrust Block

Payment for the requirements of **8” D.I.P. Class 52 Bend M.J. x M.J. (Angle per Plan) with Thrust Block** shall be made at the contract **unit price bid per EACH (EA)** 8” bend constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, chlorination and testing, installation, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 22 – 10” D.I.P. Class 52 Bend M.J. x M.J. (Angle per Plan) with Thrust Block

Payment for the requirements of **10” D.I.P. Class 52 Bend M.J. x M.J. (Angle per Plan) with Thrust Block** shall be made at the contract **unit price bid per EACH (EA)** 10” bend constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, chlorination and testing, installation, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 23 – 10”x 10” x 8” x 8” D.I.P. Class 52 Cross Tee M.J. x M.J. with Thrust Block

Payment for the requirements of **10”x 10” x 8”x 8” D.I.P. Class 52 Cross Tee M.J. x M.J. with Thrust Block** shall be made at the contract **unit price bid per EACH (EA)** 10” x 10” x 8” x 8” cross tee constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0,

chlorination and testing, installation, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 24 – M.J. x FLG Adaptor with Blind Flange and Thrust Block (Size per Plan)

Payment for the requirements of **M.J. x FLG Adaptor with Blind Flange and Thrust Block (Size per Plan)** shall be made at the contract **unit price bid per EACH (EA)** adaptor constructed in place and at the size as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, chlorination and testing, installation, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 25 – 1” Service & New Water Meter (City Provided) in Existing Water Meter Box

Payment for the requirements of **1” Service & New Water Meter (City Provided) in Existing Water Meter Box** shall be made at the Contract **unit price bid per EACH (EA)**, as shown on the Plans and in accordance with City Standard Plan No. 304-0, Detail 4 on Sheet 2 of Plans, and these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place, including hot tap, double strap saddle, corporation stop, copper tubing (type K), angle stop, boring, sawcutting, trenching, excavation, removal and disposal of existing miscellaneous improvements, sheeting, shoring, bracing, dewatering, all fittings, temporary and permanent trench resurfacing, sand bedding, crushed aggregate base (CAB) backfill, compaction, transportation/hauling of new meters provided by the City from the City of Brea Yard, pressure testing and disinfection. No additional compensation will be allowed therefore.

Bid Item No. 26 – 2” Service & New Water Meter (City Provided) in Existing Water Meter Box

Payment for the requirements of **2” Service & New Water Meter (City Provided) in Existing Water Meter Box** shall be made at the Contract **unit price bid per EACH (EA)**, as shown on the Plans and in accordance with City Standard Plan No. 305-0 and these Specifications, and shall be considered full compensation for furnishing labor, tools, equipment, materials and incidentals required to complete the work in place, including hot tap, double strap saddle, corporation stop, copper tubing (type K), angle stop, boring, sawcutting, trenching, excavation, removal and disposal of existing miscellaneous improvements, sheeting, shoring, bracing, dewatering, all fittings, temporary and permanent trench resurfacing, sand bedding, crushed aggregate base (CAB) backfill, compaction, transportation/hauling of new meters provided by the City from the City of Brea Yard, pressure testing and disinfection. No additional compensation will be allowed therefore.

Bid Item No. 27 – Fire Hydrant

Payment for the requirements of **Fire Hydrant** shall be made at the Contract **unit price bid per EACH (EA)**, as shown on the Plans and in accordance with City Standard Plan no. 306-0, Detail 3 on Sheet 2 of Plans, and these Specifications, and shall include sawcut, excavation, removal and disposal of existing PCC pad and miscellaneous improvements, backfill, sheeting, shoring, dewatering, salvaging and hauling existing fire hydrant heads to the City of Brea Yard, furnishing and installing new fire hydrant, valves, fittings and appurtenances, PCC pad, temporary and permanent trench resurfacing, pressure testing, disinfection, replacement of damaged concrete sidewalk and any parkway landscape and hardscape, and all labor, tools, equipment, materials and incidentals required to complete the work in place and operative. Contractor's attention is directed to the requirement to adjust the hydrant to finish grade per City Standard 306-0, Detail 3 on Sheet 2 of Plans and these Specifications. No additional compensation will be allowed therefore.

Bid Item No. 28 – Blow-off Hydrant

Payment for the requirements of **Blow-off Hydrant** shall be made at the Contract **unit price bid per EACH (EA)**, as shown on the Plans and in accordance with City Standard Plan No. 307-1 on Sheet 10 of Plans and these Specifications, and shall include sawcut, trenching, excavation, removal and disposal of existing miscellaneous improvements, backfill, sheeting, shoring, dewatering, furnishing and installing new blow-off hydrant, valves, fittings and appurtenances, temporary and permanent trench resurfacing, pressure testing, disinfection, replacement of damaged concrete sidewalk and any parkway landscape and hardscape, adjustment of hydrant box to finished grade, and all labor, tools, equipment, materials and incidentals required to complete the work in place and operative. No additional compensation will be allowed therefore.

Bid Item No. 29 – 2” Air Release Assembly

Payment for the requirements of **2” Air Release Assembly** shall be made at the Contract **unit price bid per EACH (EA)**, as shown on the Plans and in accordance with City Standard Plan No. 308-1 on Sheet 10 of Plans and these Specifications, and shall include sawcut, trenching, excavation, removal and disposal of existing miscellaneous improvements, bedding, backfill, sheeting, shoring, dewatering, furnishing and installing new 2” air release assembly, all fittings and appurtenances, temporary and permanent trench resurfacing, pressure testing, disinfection, replacement of damaged concrete sidewalk and any parkway landscape and hardscape, adjustment of air release assembly to finished grade, and all labor, tools, equipment, materials and incidentals required to complete the work in place and operative. No additional compensation will be allowed therefore.

Bid Item No. 30 – Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants per City Requirements (See Sheet 2 of Plans)

Payment for the requirements of **Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants per City Requirements (See Sheet 2 of Plans)**, shall be made at the Contract **LUMP SUM (LS) price bid**, and shall be considered full compensation for, but not limited to, removing or cutting and plugging of existing water main and valves as shown on the plans (see Sheet 2). This item includes furnishing all labor, tools, equipment, materials and incidentals as required to complete the abandonment, removal of the can and riser pipe along

with the removal and salvaging of the lid, maintaining service at all times in the main line, flushing of the remaining water in the pipe, excavation, removal of asphalt concrete, sheeting, shoring, bracing, dewatering, backfilling, compaction, salvaging, hauling and delivering all old materials including fire hydrant heads, valve frames and valve covers, to the City yard. No additional compensation will be allowed therefore.

Bid Item No. 31 – Remove Existing Meter Box & Install New Water Meter Box and Adjust to Grade

Payment for the requirements of **Remove Existing Meter Box & Install New Water Meter Box and Adjust to Grade**, shall be made at the Contract **unit price bid per EACH (EA)**, as shown on the Plans and in accordance with these Specifications, and shall include all sawcutting, excavation, removal and disposal of existing miscellaneous improvements, bedding, backfill, dewatering, furnishing and installing new water meter box, replacement of damaged concrete sidewalk and any parkway landscape and hardscape, adjustment of new water meter box to finished grade, and all labor, tools, equipment, materials and incidentals required to complete the work in place and operative. No additional compensation will be allowed therefore.

Bid Item No. 32 – 12”x 12” x 10” D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block

Payment for the requirements of **12”x 12” x 10” D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block** shall be made at the contract **unit price bid per EACH (EA)** 12” x 12” x 10” tee constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, chlorination and testing, installation, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 33 – 6” Pressure Reducing Valve Station

Payment for the requirements of **6” Pressure Reducing Valve Station**, shall be made at the Contract **unit price bid per EACH (EA)**, in conformance with City Standard Plan No. 311-1 on Sheet 10 as shown on the Plans and in accordance with these Specifications, and shall include all sawcutting, trenching, excavation, removal and disposal of existing miscellaneous improvements, bedding, crushed aggregate base (CAB) backfill, dewatering, furnishing and installing new pressure reducing valve station, all fittings and appurtenances, replacement of damaged concrete sidewalk and any parkway landscape and hardscape, adjustment of new pressure reducing valve station to finished grade, sheeting, shoring, temporary and permanent trench resurfacing, pressure testing, disinfection, and all labor, tools, equipment, materials and incidentals required to complete the work in place and operative. No additional compensation will be allowed therefore.

Bid Item No. 34 – 12" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover

Payment for the requirements of **12" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover**, shall be made at the contract **unit price bid per EACH (EA)** 12" gate valve constructed in place as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, chlorination and testing, valve installation with valve box and cover per City Standard Plan Nos. 302-0 and 309-0, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 35 – Pothole Existing Utilities

Payment for the requirements of **Pothole Existing Utilities**, shall be made at the Contract **LUMP SUM (LS) price bid**, and shall include all labor, tools, materials, equipment, traffic control, encroachment permits, surveying, reporting, sawcutting, AC, AC removal, removal of existing materials, backfilling and compaction of pothole area, preparing and providing a pothole location map for Engineer's approval prior to potholing, and incidentals as required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 36 – Pressure Testing & Disinfection

Payment for the requirements of **Pressure Testing & Disinfection**, shall be made at the Contract **lump sum (LS) price bid**, and shall include all labor, tools, materials, equipment, and incidentals required to complete the work, per City of Brea requirements. No additional compensation will be allowed therefore.

Bid Item No. 37 – Remove and Replace Unsuitable Subgrade

Payment for the requirements of **Remove and Replace Unsuitable Subgrade**, shall be made at the Contract **unit price bid per CUBIC YARD (CY)**, and shall include all labor, tools, equipment, materials, and incidentals necessary to complete the work as directed by the Engineer. If the existing materials of areas beneath the regular excavation depth are wet, unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. Crushed Aggregate Base (CAB) shall be used to replace materials over-excavated. No additional compensation will be allowed.

PART 2 CONSTRUCTION MATERIALS

SECTION 200 ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.2 CRUSHED ROCK AND ROCK DUST

200-1.2.1 General

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

Rock dust blotter material shall be required immediately after the completions of the “finish rolling” and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall conform to Rock Dust quality requirements in Table 200-1.2.1(A).

200-1.5 SAND

200-1.5.1 General

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

Sand bedding under miscellaneous PCC improvements and used as bedding in the trench pipe zone, shall conform to the requirements in this section, and shall consist of washed granular material with a sand equivalent greater than or equal to 30.

200-2 UNTREATED BASE MATERIALS

200-2.1 General

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

Untreated base to be used for the base course under miscellaneous PCC pavement, as trench backfill and under other miscellaneous PCC improvements shall be Crushed Aggregate Base (CAB), as shown on the plans.

200-2.2 Crushed Aggregate Base

Crushed Aggregate Base material shall conform to Subsections 200-2.2 and 301-2 of the Standard Specifications, as directed by the Engineer.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.2 Concrete Specific by Class and Alternate Class

[Revise portion of Table 201-1.1.2 with the following:].

Concrete class and alternate class for Street Surface Improvements shall be 560-C-3250.

201-1.2.4 Admixtures

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

Admixtures will not be permitted.

201-1.2.5 Fly Ash

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

Fly Ash will not be permitted.

201-1.4 Mixing

201-1.4.1 General

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

Mixed concrete delivered to the site shall be by Transit Mixer as called for in Section 201-1.4.3 “Transit Mixer” of the Standard Specifications.

201-4 CONCRETE CURING COMPOUND

201-4.1.1 General:

Concrete curing compound shall be Type II for Class 560-C-3250.

SECTION 203 BITUMINOUS MATERIALS

203-5 SLURRY SEAL

203-5.1 General.

Materials, composition, and grading and mix design shall be in accordance with the requirements of Section 203-5 of the Standard Specifications, except as indicated in these special provisions.

All slurry seal resurfacing shall be extended to the street limits as shown on the plans.

203-5.2 Mix Design

[Add the following paragraphs:].

Emulsified asphalt shall be of a quick-set cationic type and shall conform to the requirements of CQS-1h of 203-1.3 and to the specifications of Table 203-5.2 (A) of the Standard Specifications.

The additives for quick setting emulsion and the asphalt modifier shall be a type approved by the Engineer. The amount of additive and asphalt modifier to be included in the quickset slurry shall be that amount necessary to ensure that the applied slurry can be spread with uniform thickness across the entire area of the pavement to be treated, and can support vehicular traffic within two (2) hours after the last application unless otherwise approved by the Engineer.

At least 15 working days prior to starting the placement of slurry seal, the Contractor at its expense, shall submit a current signed original of mix designs and the test results of the slurry components, which include aggregate, emulsion, water and additives, all of which shall be performed in accordance with ASTM D3910. Test results shall include Consistency Test, Set Time, Cure Time, and the Wet Track Abrasion Test (WTAT). All testing shall be performed with samples that are representative of the actual materials to be used.

All material testing and mix designs shall be performed by a qualified laboratory, approved by the Engineer, and capable of performing the applicable ASTM tests.

The proposed slurry seal mixture shall conform to the requirements specified and shall be performed with samples that are representative of the actual material to be used.

The laboratory report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), residual percent asphalt based on dry weight of the aggregate, emulsion percent based on dry weight of the aggregate, latex brand, designation, rate and method of mixing with the emulsion, and additives required for an optimum slurry seal mix.

The Engineer will determine if the mix design is best suited to its needs based upon the test results including the content of emulsion and water needed to produce slurry with a maximum loss of 75 grams per square foot by Wet Track Abrasion test.

Once the proportions of materials to be used are approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested by the same approved laboratory that performed the mix design testing, and a laboratory report is submitted for the substituted design as specified above. Substituted materials shall not be used until the mix design for those materials are approved by the Engineer.

Adjustments may be required during construction, based on field conditions. The Contractor shall obtain the Engineers approval prior to any adjustments.

The Contractor shall allow 14 days prior to the start of work for calibration and for all required testing at a location to be designated by the Engineer. The Contractor, at its expense, shall arrange for field samples to be obtained at the time of calibration by the same approved laboratory that performed the mix design testing.

203-5.3 Aggregate

[Add the following:].

The grading of the combined aggregate and the percentage of emulsified asphalt shall be Type II as indicated in Table 203-5.3 (A) of the Standard Specifications.

203-5.4 Emulsion-Aggregate Slurry (EAS)

[Substitute the following:].

EAS shall be a stable mixture of cationic emulsified asphalt, aggregate, water, a set control agent and latex. EAS shall be specified by combined aggregate gradation and emulsified asphalt grade, i.e. Type II-CQS-1h-EAS.

203-5.4.2.2 Emulsified Asphalt.

[Substitute the following:].

Emulsified asphalt shall be quick-set and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3 unless otherwise specified in the Special Provisions or shown on the Plans.

The percentage of emulsified asphalt and residual asphalt content shall conform to the requirements shown in Table 203- 5.4.2.2 (A).

203-5.4.2.4 Latex.

[Substitute the following:].

The emulsified asphalt shall be tested prior to the addition of latex or polymer modification.

The emulsified asphalt shall have an additive of latex to be added at the emulsion plant, per the manufacturer's recommendation, or may be polymer modified.

Latex shall be Ultrapave 65K (compatible with the emulsified asphalt for this project) manufactured by Textile Rubber and Chemical Co., Inc, Dalton, Georgia, (800) 727-8453 or equal approved by the Engineer prior to ordering. Latex should be added to the emulsified asphalt by the co-mill method at the emulsion plant at a rate of 3 percent of weight of the

emulsified asphalt. Latex mixed in the emulsified asphalt shall be kept in a suspended state by an agitating mixer every three (3) days.

203-6 ASPHALT CONCRETE

203-6.1 General

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

Asphalt concrete for slot paving, base course pavement as required for trench resurfacing per Details on Plans, and localized reconstruction of the roadway (digouts), as directed by the Engineer, shall be Dense Graded Asphalt Concrete (DGAC) Pavement Type B PG-70-10. A maximum of 10% RAP shall be allowed. Sieve Size shall be $\frac{3}{4}$ -inch.

Asphalt Concrete Pavement for surface course pavement, as required for trench resurfacing per Details on Plans, shall be Type C2 PG-70-10. A maximum of 10% RAP shall be allowed. Sieve size shall be $\frac{1}{2}$ -inch.

203-11 ASPHALT RUBBER HOT MIX (ARHM)

203-11.1 General

[Delete and replace with the following:].

Asphalt Rubber Hot Mix (ARHM) shall be Asphalt Rubber Hot Mix, ARHM-GG-C, wet process, as specified in Section 203-11 and 302-9 of the Standard Specifications per Typical Sections as shown on the plans, and shall conform to the following:

Paving asphalt used for asphalt-rubber shall be performance grade PG 64-16. Composition and Grading shall be per Section 203-11.3 of the Standard Specifications. The Contractor shall submit a copy of the asphalt concrete mix design to the Engineer a minimum of two weeks prior to the start of the construction.

SECTION 209 PRESSURE PIPE

209-1 IRON PIPE AND FITTINGS

209-1.1 Ductile Iron Pipe (DIP)

209-1.1.2 Materials

[Revise portion of Table 209-1.1.2 with the following:].

Class 52 Ductile Iron Pipe

All ductile iron pipe shall be push on type joints in accordance with AWWA Standard C111 or an approved equal. No polyethylene encasement shall be allowed for ductile iron pipes. Pipes shall be mortar lined and bitumen coated.

Water service lines shall be wrapped with a suitable dielectric tape for a distance of 3-ft (minimum) away from the main line.

Gate Valves

Resilient wedge valves shall be furnished and installed in accordance with City Std. Plan 302-0. Gate valves shall have non-rising stems with O-rings and mechanical joints, except where specified on the contract plans, as manufactured by Mueller Co. Valves shall be mechanical joints or flanged joints as approved by the City Engineer. Valves shall be epoxy-lined and coated, and have 316 stainless hardware. All valves shall be provided with suitable thrust block restraints as detailed in City Std. Plan 312-0. Water Valve Boxes shall be Brooks 4TT as detailed in City Std. Plan 309-0 and as specified by the City of Brea Maintenance Department.

Fire Hydrant Assemblies and Blow-Off Hydrants

Contractor shall furnish and install fire hydrant assemblies in the locations shown on the Plans, and in accordance with City Std. Plan 306-0 and Detail 3 on Sheet 2 of Plans.

Contractor shall furnish and install blow-off hydrants in the locations shown on the Plans, and in accordance with City Std. Plan 307-1 as shown on Sheet 10 of Plans.

New fire hydrants shall be low profile, dry barrel, traffic models, as manufactured by Mueller Co. (A-423 Super Centurion 250, Mueller A-442 Modern Centurion) or an approved equal. New fire hydrants shall be painted per City colors.

Fittings

All ductile iron fittings shall be mechanical joint or as indicated on the plans and meet Pressure Class 52. No polyethylene encasement shall be allowed for ductile iron fittings. Fittings shall be mortar lined and bitumen coated.

All fittings shall be provided with a suitable thrust block restraint as detailed in City Standard 312-0.

Copper Tubing and Fittings

All 1" and 2" copper water services shall conform to City of Brea Standard Drawing No. 304-0 and 305-0 as shown on the plans. Copper tubing shall conform to the requirements of the "Specifications for Seamless Copper Water Tube" (ASTM B88), and shall be Type K (soft) for the 1" water service and Type L for the 2" water service as manufactured by Anaconda, Phelps-Dodge, or Revere or approved equal.

Compression fittings for 1" and 2" shall be by Mueller Conductive Compression Connection H-15403 or approved equal.

Water service lines shall be wrapped with a suitable dielectric tape for a distance of 3ft (maximum) away from the main line.

Air Release Assembly

Contractor shall furnish and install 2" air release assembly in the locations shown on the Plans, and in accordance with City Std. Plan 308-1 as shown on Sheet 10 of Plans.

Pressure Reducing Valve Assembly

Contractor furnish and install new 6" pressure reducing valve with new vault in the locations shown on the Plans, and in accordance with City Std. Plan 311-1 as shown on Sheet 10 of Plans.

209-4 PVC PRESSURE PIPE

209-4.2 Materials

[Revise portion of Table 209-4.2 with the following:].

Class 200 PVC Pipe

General: PVC pipe shall be manufactured in accordance with AWWA C900, and shall be pressure Class 200 and of the sizes shown on the plans. The dimension ratio (DR) for C900 PVC pressure pipe shall be DR-14 or thicker walled (lower DR). The pipe shall have gasketed bell end or plain end with elastomeric gasketed coupling.

Material: Material used to produce the pipe and couplings shall be made from Class 12454-A or B virgin compounds as defined in ASTM D 1785, with an established hydrostatic design basis rating of 4,000 psi for water at 73.4°F (23°C).

Pipe Lengths: Laying lengths shall be 20 feet with the manufacturer's option to supply up to 15% random lengths (minimum length 10 feet).

Pipe Marking: Each pipe length shall be marked showing the date of manufacture, nominal pipe size and O.D. base, the AWWA pressure class, and the AWWA specification designation (AWWA

C900). For potable water application, the seal of the testing agency that verified the suitability of the material for such service shall be included.

Manufacturers: Pipe shall be manufactured by Certainteed Corporation, Diamond Plastics Corporation, Ipex, Inc., North American, or Vinyltech Corporation.

Fittings: Fittings shall be ductile-iron Class 52 conforming to these Technical Specifications.

Bell Sizes: Bell size shall be for Class 150 and Class 200 iron-pipe-size equivalent PVC pipe, including the rubber-ring retaining groove.

Reference Standard: All castings shall be marked "DI" or "Ductile" and ANSI/AWWA C153/A21.53.

Rubber Rings: Rubber rings for use in couplings and fittings shall conform to the requirements of ASTM F 477. Rubber rings shall be stored out of direct sun light, clearly labeled with the material type, and protected in a manner to prevent deterioration.

Service Saddles: Service saddles for 1-inch and 2-inch diameter outlets shall be designed for use on C900 PVC pipe and shall conform to the requirements these Specification. The allowable upper pipeline diameter limit for use of service saddles shall be pipe nominally sized 12-inches in diameter. For outlets of larger than 2-inch diameter and for all outlets on larger diameter pipelines, ductile iron tees with flanged outlets shall be used.

Delivery & Storage: Care shall be exercised in handling, loading, unloading, and storing PVC pipe and fittings to avoid distortion, scratches, gouges, dents, and, in particular, scuffing of the ends. Discolored pipe shall be rejected. All plastic pipe and fittings shall be stored under cover in a flat, horizontal position, and protected from the sun and the elements until ready for installation. The covering shall be placed in such a way as to allow adequate air circulation between the cover and the pipe. Plastic pipe shall be transported in a vehicle having a bed long enough to provide support for the full length of the pipe. Any length of pipe or fitting that has been damaged or distorted shall be replaced. When work is not in progress, open ends of pipe and fittings shall be securely closed so that no water, earth, or other substances will enter the pipe or fittings.

209-7 PIPELINE IDENTIFICATION

209-7.2 Requirements.

[add the following section:].

General: Buried warning tape shall be an inert plastic film specifically formulated for prolonged underground use. The minimum thickness shall be 4 mils and the overall width of the tape and lettering size shall be in accordance with the following table.

Pipe Size (inches)	Warning Tape Width (inches)	Min. Lettering Size (inches)
2 and less	2	1-1/2
Less than 8 and greater than 2	6	2
8 and larger	12	2

Potable Water Pipelines: Blue warning tape with black lettering identifying the potable waterline, shall be used on all pipelines 1-inch and larger. For copper services, warning tape shall be placed over the top of the pipe and shall be taped to the copper pipe at 2-foot intervals. The warning tape shall extend up into the meter box, air-vacuum release assembly or other appurtenances a minimum of 12-inches, so that it can be read clearly by opening the box or enclosure. Warning tape wording shall read: "CAUTION: DOMESTIC WATERLINE BURIED BELOW".

Warning tape shall be as supplied by Christy's, Griffolyn Co., Inc., Hytech, Terra Tape, Division of Reef Industries. Where shown on the plans, tracer wire shall be installed on nonmetallic pressurized pipes sizes 6-inches and greater. Tracer wire shall be installed in accordance with the PWD Standard Drawings. The tracer wire shall consist of a #8 AWG Type UF (direct burial) stranded single conductor cable with high density polyethylene (HDPE) or high molecular weight polyethylene (HMWPE) insulation. The insulation shall be blue for potable water, and purple for recycled water. The tracer wire shall be taped to top of pipe every ten feet.

Warning Labels and Tags: Labels shall be inert plastic film specifically formulated for prolonged exposure. The minimum thickness shall be 4 mils for adhesive backed labels and 10 mils for tag type labels. Tag type labels shall have reinforced tie holes and shall be attached with heavy duty nylon fasteners. The size, type of label and location shall be dictated by each individual application and subject to acceptance by the Engineer.

Potable Water Identification: Labels shall be prepared on a blue field, and shall have the words: "POTABLE WATER" printed on the field in black letters, as directed by the Engineer. Minimum letter height shall be 1/2-inch.

Identification Tags: The water service meter identification tag shall identify the address or unit number served by the meter. The identification tag shall be rotary engraved with identifying letters and numbers. The circular plastic tag shall be 1/16-inch thick, 2-inch diameter, and the exterior shall be UV resistant 3 ply (color on both sides) lamicoid plastic by Rowmark, or Gravoply. Color shall be Blue with a white core for potable, Purple with a white core for recycled, Light-Blue with white core for untreated, or Green with white core for sewer. The Contractor shall engrave the address and/or unit number into the plastic tag.

SECTION 210

PAINT AND PROTECTIVE COATINGS

210-1 PAINT

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking.

[add the following section:].

Paint for traffic lane lines, turn pocket lines, edge lines, channelizing lines, bike lane lines, chevrons, pavement legends, pavement symbols, pavement arrows, cross walks, parking stall markings, stop bars and curbs shall be rapid dry water borne conforming to CALTRANS Specification No. PTWB-01. Glass beads shall be applied to the surface of the rapid dry water borne paint and shall conform to the requirements of CALTRANS Specification No. 8010-004 (Type II). CALTRANS Specifications for water borne paint and glass beads may be obtained from the CALTRANS Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819, telephone number (916) 227-7000. No thermoplastic paint will be allowed.

SECTION 215

DETECTABLE WARNING SURFACES

215-1 DETECTABLE WARNING-TRUNCATED DOME MATS FOR CURB ACCESS RAMPS

[add the following:].

The detectible warning surface required for new curb ramps shall be Vitrified Polymer Composite (VPC) Cast-In-Place Tactile Armor-Tile manufactured by Engineered Plastics Inc. (800-682-2525), or approved equal. The tile shall be Black Color homogeneous throughout the tile. Detectable warning surface required for existing curb ramp to remain shall be Vitrified Polymer Composite (VPC) Armor-Tile Surface Applied Advance Warning Strip Surface Tile manufactured by Engineered Plastics Inc., or approved equal. The tile shall be Black Color homogeneous throughout the tile.

PART 3 CONSTRUCTION METHODS

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials

300-1.3.1 General

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

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-1.4 Payment

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

Full compensation for clearing and grubbing shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General

[Add the following:].

Unclassified excavation shall include saw cutting, excavating, removing, hauling and disposal of all material including asphalt concrete (A.C.) pavement, P.C.C. pavement, macadam, petromat/pavement reinforcing fabric, slurry backfill, aggregate base materials, interfering structures and objects to the sub-grade elevations indicated on the plans as required to construct the new improvements.

All roots and stumps shall be removed and/or ground to eight (8) inches below subgrade within the roadway section. The locations and dimensions of excavation areas are as shown on the plans and/or directed in the field by the Engineer.

All existing asphalt concrete pavement joining new construction shall be saw cut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing improvements to be

protected in place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at Contractor's expense.

Unclassified excavation shall include the removal of unclassified fill material encountered within the proposed roadway section. Unclassified fill may consist of broken concrete, broken asphalt pavement, brick, rubble, and debris.

All unclassified fill material found within the new roadway section shall be removed and paid in accordance with the bid item for unclassified excavation

All removed material becomes the property of the Contractor and shall be hauled away and properly disposed.

The Contractor's attention is directed to the fact the thickness of the existing asphalt concrete pavement is approximate and may vary from this thickness. In addition, substantially thicker sections of pavement may be occasionally encountered, especially where utility trench and pothole patches are encountered.

If a significant deviation in pavement thickness is encountered by the Contractor during the removal process, that may significantly impact the Contractor's cost of removal, the Contractor shall immediately notify the Engineer. The Engineer will review the field condition(s) encountered and determine the appropriate remediation. The Engineer shall have sole authority to decide the method and amount of additional compensation due the Contractor, if any.

Unless directed by the Engineer, backfilling and compacting is considered included in each respective bid item and no additional compensation will be allowed therefore.

The areas and quantities shown on the Plans are given only for the Contractor's aid in planning the work and preparing bids. It is the Contractor's responsibility to determine actual area and quantities based on the Plans and field conditions. If there is a significant deviation in area and quantities, the Contractor shall immediately notify the Engineer.

300-2.2 Unsuitable Material

300-2.2.2 Wet Material

[Remove the first sentence and replace it with the following:].

If, in the opinion of the Engineer, the existing materials of areas more than 6" below the existing grade are wet, unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer, and either process the material to reduce the moisture content to an optimum condition or to remove and dispose of the material and replace it with suitable material. All Work will be done in accordance with Section 301-1 "Subgrade Preparation" and Section 301-2 "Untreated Base" of the Standard Specifications.

Crushed Aggregate Base (CAB) compacted to 95% Relative Compaction and conforming to Section 200 "Rock Materials" of the Standard Specifications shall be used to replace materials over-excavated. The removal and replacement of unsuitable material, as determined and authorized by the Engineer, shall be paid for at the contract unit price bid per CUBIC YARD (CY) for "Remove and Replace Unsuitable Subgrade".

300-2.9 Payment

[Add the following:].

Full compensation for the requirements of unclassified excavation shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

SECTION 301

SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.1 General

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

Prior to the placement of new asphalt pavement, the subgrade shall be prepared in accordance with the plans and applicable sections of the Standard Specifications and these Special Provisions.

Placement of Aggregate Base

In locations where the existing street pavement section contains aggregate base, placement of aggregate base will be required in the water main and lateral trenches prior to asphalt surfacing to the thickness and elevations as shown on the Plans. The base shall not be placed until the trench backfill has been thoroughly compacted to the required relative compaction.

After the bottom of the trench subgrade has been properly prepared per Section 301-1, the aggregate base shall be placed and compacted per Section 301-2 of the standard specifications to the limits and dimensions required.

If the Contractor elects to perform the excavation and placement of the aggregate base after the surrounding pavement has been removed, it shall be performed in a manner that does not adversely affect the adjoining aggregate base to remain.

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade

[Add the following:].

Adjustment of Water Valve Frame and Cover

Water valve frame and covers shall be adjusted to grade per City of Brea Std. Plan No. 309-0. The Contractor shall prepare and adjust existing water valve frames & covers to grade during each phase of construction and paving. The Contractor shall not cover or otherwise leave the frame, enclosed meters, and valves inaccessible at any time. The Contractor shall maintain all valves immediately accessible for shut-off at all times.

The Contractor shall notify the CITY one week before starting any construction adjacent to or adjustment of valve boxes and meter boxes. The Contractor shall cooperate and coordinate with the AGENCY whenever it is necessary for the CITY to perform work at its installations. The Contractor shall not activate or disturb any valves.

On existing water valves not installed as part of this project which are to remain and adjusted to grade, the adjustment costs shall also include the installation of a new riser can & lid.

Contractor shall remove all debris from within the gate valve from the operating nut to the cover prior to acceptance of said water system.

Abandonment of Water Valve

Abandonment of existing gate valves shall include the removal and/or salvage of the valve riser can and cover, burying the existing valve in place and filling and compacting the existing extension pipe with sand or gravel to the pavement subgrade.

The existing water main and fire hydrant valves to be abandoned are to be abandoned in place according to the following directions. The Contractor shall work the water valve a minimum of three (3) times to ensure a positive shutdown of the water main. The Contractor shall then shut down the valve, salvage the frame and cover, remove the valve box and the valve extension piping and fill the resulting void with sand or aggregate base compacted to 95% relative compaction and place temporary AC pavement over the filled void.

If a new valve will not replace the existing valve in the same location, the Contractor shall install a 3'x3' minimum hot asphalt pavement patch over the filled void using a 2" cold mill and 2" pavement overlay with Type C2 PG 70-10 (10% maximum RAP) asphalt concrete pavement.

The Contractor is to deliver the valve frame and cover to the City Service Yard located at 545 N. Berry Street.

301-1.7 Payment

[Delete the first paragraph and replace with the following:].

Payment for sub-grade preparation shall be considered included in the contract unit prices bid for the various items of work requiring sub-grade preparation involved, and shall include full compensation for furnishing the labor, tools, materials, equipment and incidentals, and for doing all the work and rework involved in processing, compacting and trimming the material as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

301-2 UNTREATED BASE

301-2.1 General

[Revise the first sentence to read as follows:].

Untreated base for pavement, curb, curb and gutter, cross gutters and similar types of improvements shall be constructed of material as specified in Section 200-2 of the Standard Specifications and as called for on the plans, Standard Specifications and in these Special Provisions.

SECTION 302 ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT

[replace entire section with the following;].

302-1.1 General

The work to be done here under consists of cold milling and removal of the designated thickness of existing pavement surface, including asphalt concrete, macadam, PCC, pavement reinforcement fabric (Petromat), or other miscellaneous improvements, at those locations and per Typical Sections and Detail 1 as shown on Sheet 2 of the Plans.

The existing A.C. pavements shall be cold milled to the depths required per grades as shown on the Plans and in accordance with the Standard Specifications. The pavement shall be removed by the use of a cold milling machine designed for this purpose and capable of performing a satisfactory job. Burning or heat planing will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

Except as otherwise called for on the plans, all A.C. pavement cold milling cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the Engineer.

The final depth, width, length and shape of the cold milling cut shall be as indicated on the plans and the Typical Sections and Detail 1 as shown on Sheet 2 of Plans. The final cold milling cut shall result in a uniform surface conforming to the typical section(s) except as otherwise directed by the Engineer.

Surveyor's street and property line monuments, not scheduled for removal shall be protected. The City has made every reasonable effort to locate and mark on the plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so or shall, therefore, contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense. Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

Temporary ramping, where required by the Engineer for traffic control or other purposes, shall be considered included in the contract lump sum price bid for Traffic Control & Construction Phasing, and no additional compensation will be allowed.

302-1.2 Milling Machine

The Contractor shall furnish a self-propelled machine especially designed and built for grinding flexible and rigid pavements to the depth shown on the plans in one pass. The machine shall be equipped with standard automatic depth controls and must maintain a constant cutting depth and width without tearing or gouging the underlying surface and blade material into a windrow. The machine shall consist of a 60" minimum width cutting drum with carbide tip teeth. Drum lacing patterns shall permit a grooved or smooth surface finish as selected by the Engineer and the drum shall be totally enclosed in a shroud to prevent discharge of any loosened material into adjacent work areas. The machine shall be capable of operating at speeds from 5 to 50 feet per minute and designed such that the operator can observe the work without leaving his control area. It shall be adjustable as to crown and depth by tilting the drum axis and shall have a guidance system furnished to assist the operator in control grade and in matching adjacent pavements or cuts. The equipment shall be demonstrated to have been operated on similar work completed prior to the award of this contract.

302-1.3 Cold Milling to Specified Elevations

The operator shall furnish the milling machine, operated by experienced workmen. The surface tolerance produced shall be such that a 10-foot straight edge laid laterally will indicate variances of less than 3/8" (except in the crown area) and the same straight edge laid longitudinally will indicate variances of less than 3/16".

Removal shall consist of milling the pavement where indicated and removing the planed material. No aggregate shall remain on the project at the end of each work day. Aggregate material loosened and directly removed shall become the property of the Contractor. The Contractor shall dispose of all planed surplus materials at a legal dump site, in accordance with Subsection 300-2.6 of the Standard Specifications.

302-4 SLURRY SEAL SURFACING

302-4.1 General

Application and installation shall be in accordance to the requirements of Section 302-4 of the Standard Specifications except as indicated in these special provisions.

302-4-3.1 General

[The following is hereby added to the first paragraph of Subsection 302-4.3.1].

Contractor's attention is directed to the requirements in section 7-10.3 of these special provisions for a Traffic Control Supervisor.

Water, (excluding that water in the emulsified asphalt) within the proportioned mix shall be from six to 11 percent (6% to 11%) by weight of dry aggregate to ensure proper dispersion of the emulsified asphalt and proper workability, uniformity, and a homogenous blend while (1) avoiding excessive water which would allow separation and settlement of the aggregate; (2) avoiding excessive water which would result in balling and coagulation in the mixer; (3) permitting

vehicular traffic as specified herein. The exact rate will be determined by the Contractor based upon field conditions subject to approval of the Engineer.

The mixture of slurry seal shall not bleed, ravel, separate or show other signs of distress following its placement.

All feeding mechanisms must be continuous feed and proportioning must remain constant at all times.

302-4.3.4 Calibration

[The following is hereby added to Subsection 302-4.3.4:].

Variable volume pumps shall be equipped with a lock and shall be locked following calibration.

Calibration for the introduction of aggregate to the pugmill shall be equipped with a device to monitor the depth of the aggregate being delivered to the pugmill. The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of the aggregate being delivered to the pugmill. Said device for monitoring depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than 70 percent (70%) of the target depth flow.

In the event that the metering devices stop working, the slurry units will stop the application of slurry until they are fixed.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to ensure a uniform controlled spread and be equipped with a mechanical or hydraulic type horizontal shifting device.

302-4.6 Emulsion-Aggregate Slurry (EAS)

302-4.6.1 General

[The following is hereby added to Subsection 302-4.6.1:].

The Contractor shall be responsible for locating and securing permission to use any site it deems necessary for the stockpiling of materials. Prior to placing aggregate in private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Where stockpile sites are located in areas adjacent to residential areas or noise sensitive areas, the Contractor shall take measures to minimize construction-related noise during the early a.m. hours which may include performing preparatory operations for the following day's work the day before. The Contractor shall conduct its operations in these areas to conform to City sound control requirements, as directed by the Engineer.

Necessary precautions including preparatory cleaning of stockpile sites and covering stockpiles shall be taken, as required, to ensure that stockpiles do not become contaminated with oversized

rock, clay, silt or excessive amounts of moisture. All aggregate deposited shall be done in an orderly manner, minimizing the space required and progressing from the farthest corner of the site to the access point. The stockpiles shall be kept in areas that drain readily. Stockpiles of Type II aggregate shall be physically separated and deliveries shall be monitored and controlled to prevent intermixing of aggregate.

The stockpile areas shall be thoroughly cleaned, removing all excess materials and all material contaminated by spilled oil, and left with a neat, orderly appearance upon completion of slurry operations in that area.

The Contractor shall provide a coordinator, at least one competent and experienced quick-set man, one competent and experienced driver for the mixer applying slurry, and one shuttle driver for the machine traveling between the stockpile and the job site. The Contractor shall also provide sufficient laborers for any hand work and clean-up required, to ensure proper progress of work.

The slurry seal shall be applied to cul-de-sac areas and tree shaded areas in the early morning to allow proper curing.

At the discretion of the Engineer, the placement of slurry seal may be suspended due to unsuitable weather, air or pavement temperature, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the written order for suspension by the Engineer, and work shall not be resumed until approved by the Engineer in writing.

The days during which the suspension of work is in effect shall not be considered as working days defined in Section 6-7.3, "Contract Time Accounting," and the date of completion shall be extended accordingly. In the event of a suspension of work, the Contractor shall provide for satisfactory passage of traffic through any incomplete portions of the project. No adjustment of unit prices of any items or other increase compensation shall be allowed due to a suspension of work, as described above.

Prior to applying slurry, all cracks greater than or equal to 1/4 inch in width shall be blown clean with high pressure air, dried, and sealed with crack sealant. Streets shall be swept and cleaned of all dust and debris immediately after cracks are blown clean.

The pavement surface shall be warm, dry and free of any dust, dirt or deleterious material before applying the crack sealant. The crack sealant material shall be Type "D" joint sealant, per section 201-3.7 of the Standard Specifications, and shall be Crafco Road Saver 203 hot applied sealant, or approved equal. The Contractor shall submit the crack sealant material specification he intends to use for approval two (2) weeks prior to incorporation into the work.

Contractor shall mark-up locations of cracks for review by Engineer prior to filling.

All work of preparation, including crack filling shall be included in the contract unit prices bid for Polymer Modified Slurry Seal (Type II).

Prior to applying slurry, all vegetation previously sprayed with an herbicide shall be removed from cracks in the pavement and joints between the pavement and concrete gutters by the Contractor. Prior to applying slurry, all raised pavement markers shall be removed by the Contractor. The surface to be sealed shall be cleaned by the Contractor by washing, heating, scraping or other means necessary to remove moisture, dirt, grease or other foreign matter which would reduce the bond between the slurry and the pavement. However, use of leaf blowers is strictly prohibited. Immediately ahead of the mixer, the pavement shall be pre-wetted by a pressure water distribution system equipped with a fog type spray bar which will completely dampen the surface of the pavement. The rate of application will be determined by the Engineer based upon pavement conditions at the time of application.

Temporary pavement marker tabs shall be placed along all pavement striping and at crosswalks and stop bars prior to the slurry sealing operation. They shall be reflectorized markers, Type W-1, Type Y-1 or Type Y-2 depending upon their placement location, and shall have a removable clear protective covers that shall be removed following the slurry sealing operation. They shall be placed at 50-foot (50') intervals for continual line striping and on every other dashed line for broken line striping, or as directed by the Engineer to provide visible lane delineation.

Slurry shall be applied utilizing such equipment and methods such that no longitudinal or transverse ridges are noticeable either visually or in vehicle ride quality. All loose aggregate shall be removed by sweeping within 24 hours after application. Use of leaf blowers is strictly prohibited.

The Contractor shall repair, replace or reseal all areas which have not properly or completely sealed, which have been damaged by traffic due to premature opening or softening from warm weather, or which develop bleeding, raveling, separation or other distress. All remedial repairs shall be completed within 14 days after notification by the Engineer and shall be completed at no cost to the City.

During slurry seal operations it shall be the Contractor's responsibility to thoroughly and adequately protect all manhole covers, water valve covers and utility vault covers, all survey monumentation, and all drainage facilities. The Contractor shall employ all means necessary to protect and clean these existing facilities to their original condition or shall bear the cost to replace them where necessary.

Any manhole cover, water valve cover, utility vault cover or drainage facility cover found to be inadequately protected and cleaned shall be cleaned by means such as sandblasting to remove all slurry material (including material remaining from previous applications) from the metal surface or it shall be replaced by the Contractor at its expense.

A sand blotter shall be spread at selected driveways, intersections or other areas designated by the Engineer to accommodate pedestrian or vehicular traffic until the slurry sets. Sand blotters at intersections shall be swept within 14 hours of placement or sooner, if directed by the Engineer. Failure to remove sand blotters within 14 hours will result in removal by City forces and the costs of the removal charged to the Contractor.

The start and finish of a slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material, approved by the Engineer, on the pavement surface. After application of slurry, the paper shall be removed leaving a straight edge.

Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at its expense.

302-4.9 Field Sampling and Testing

302-4.9.1 Field Sampling

[The following is hereby added to Subsection 302-4.9.1:].

Contractor shall hire a certified laboratory, approved by the Engineer, to take at least two field samples of the mixed slurry per slurry mixer per day.

WARRANTY

The Contractor shall warranty the materials and workmanship of slurry seal for a period of 365 days and shall repair defects identified during the warranty period, in conformance with these special provisions. The warranty period shall start upon issuance of a Notice of Completion by the City.

Attention is directed to "Slurry Seal" of these special provisions.

During the warranty period, should an area of slurry seal be found to be defective, the Engineer will notify the Contractor in writing of the areas to be repaired. The Contractor shall complete the repairs within 60 days from the date of the notification letter, unless the Engineer determines that weather conditions are unsuitable, in conformance with Section 6-7, "Time of Completion," of the Standard Specifications for completing the repair work, in which case the Engineer will allow additional time for completion of the repairs.

The Engineer shall decide all questions which arise as to the performance of the slurry seal during the warranty period, and as to the acceptable fulfillment of the warranty in conformance with the provisions in Section 2-10, "Authority of the Board and the Engineer," of the Standard Specifications.

Construction area signs shown on the plans shall be removed upon completion of the contract item work, except for work required by the warranty. During the warranty period, the Contractor shall comply with the requirements of Section 302-4.5, "Public Convenience and Traffic Control" of the Standard Specifications and these special provisions.

The following criteria for identifying defective material placed by the Contractor shall apply to the slurry seal during the warranty period:

- A. Raveling consists of the separation of the aggregate from the binder, caused by wearing of the surface.
- B. Flushing consists of the occurrence of a film of bituminous material on the surface of the slurry seal which results in a coefficient of friction of less than 0.30, determined in conformance with the requirements in California Test 342.
- C. Streaking consists of alternating longitudinal bands of binder without uniform aggregate retention approximately parallel with the lane line.

Areas of raveling, flushing or streaking in the slurry seal that are greater than 1.5 square feet shall be considered defective and shall be repaired.

Raveling and streaking shall be repaired by placement of an additional layer of slurry seal over the defective area.

Areas of flushing to be repaired shall be removed to the full depth of the slurry seal by grinding in conformance with the provisions in Section 302-1, "Cold Milling of Existing Pavement" of the Standard Specifications for the length of the area determined to be defective, plus five feet (5') on each end measured along the lane line. The width of the area to be repaired shall be three feet (3') if the flushing occurs in one wheel path, or the width of the lane if the flushing occurs in both wheel paths. The area ground shall then be repaired by placing an additional layer of slurry seal.

If the total length of repairs measured along the lane line exceeds 30 feet (30') of a 100 foot (100') length of a lane or shoulder, an additional layer of slurry seal shall be placed on that 100 foot (100') length of lane or shoulder.

If the area between two (2) consecutive repairs, except repairs of pot holes and cracking, is less than 20 feet (20') in length measured along the lane line, that area shall also be repaired.

Areas of raveling or flushing which create a condition hazardous to traffic shall be temporarily patched by placing a layer of commercially available paving grade asphalt concrete, 3/8" maximum grading, over the defective area to provide a temporary travelling surface, or shall be repaired as specified above. The Contractor shall begin placing temporary patches within two (2) days after notification of the condition by the Engineer and shall complete the work within three (3) days after notification. Upon notification to the Contractor, the Engineer may make or cause to be made the needed temporary patches and provide a detailed billing to the Contractor for the work. The Contractor will be charged for the cost to perform the work. The charge will be deducted from any moneys due or to become due the Contractor under the contract. If the total area of temporary patching placed or to be placed exceeds five percent (5%) of any 500 foot (500') length of a lane or shoulder, the entire lane or shoulder for that 500 foot (500') length shall be repaired as specified above, and the temporary patches previously placed in that 500 foot (500') length shall be removed prior to placing the repair.

As an alternative to the materials and methods specified above for repairs and temporary patches, the Contractor may use other materials or methods which will provide performance equal to or better than the slurry seal specified, if approved in writing by the Engineer, except no alternative

to removing the full depth of slurry seal will be allowed for areas of flushing.

Should the Contractor fail or refuse to comply with the requirements of the warranty, the Engineer may make or cause to be made the needed repair work and provide a detailed billing to the Contractor for the work. The Contractor shall reimburse the City for the work within 60 days of receipt of the billing or the costs may be deducted from any moneys due or to become due the Contractor under the contract.

Temporary patches and repairs made or caused to be made by the City due to the Contractor's failure to comply with the requirements of the warranty shall not void the warranty of the slurry seal. The Contractor shall continue to warranty the slurry seal including areas patched or repaired by the Contractor or by the City for the remainder of the warranty period.

Full compensation for warranty shall be considered as included in the contract unit price per square foot paid for POLYMER MODIFIED SLURRY SEAL (TYPE II), and no separate payment will be made therefore.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General

[Add the following:].

Tarpaulins shall be used to cover all loads from plant to project.

Each layer of asphalt concrete shall not exceed 4 inches in compacted thickness. Each layer shall be completely placed and compacted prior to commencement of successive layers. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed.

Three-wheeled rollers shall not be permitted, and pneumatic rollers shall be used only on lower layers.

Initial breakdown compaction shall consist of a minimum of three coverages of layer of asphalt mixture. A pass shall be movement of a roller in both directions over the same path. A coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to ensure compaction without displacement of material in accordance with good rolling practices, shall be considered to be part of the coverage being made and not part of a subsequent coverage. Each coverage shall be completed before subsequent coverage is started.

Prior to placement of asphalt concrete, a tack coat of SS 1H emulsified asphalt shall be applied to all contact surfaces. Tack coat shall be Grade SS-1H per subsection 302-5.4 of the Standard Specifications. Tack coat shall be applied at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints of A.C. patching and P.C.C. surfaces, and edges against which AC is to be placed.

An asphalt leveling course shall be applied in depressed areas, as directed by the Engineer. An automatic leveling device shall be used on the paver unless omitted by the Engineer.

Longitudinal joints between successive paving runs shall coincide with the traffic lanes lines. Contractor will be provided with striping plans for those roads where the striping will change prior to the start of work. Local streets will not be striped except for special cases for which striping plans will be provided. All other roads will be striped to match the existing pattern.

302-5.5 Distribution and Spreading

[Add the following:].

Prior to placing asphalt pavement overlay, all vegetation shall be removed from the cracks in the pavement and all joints between the pavement and concrete gutters by the Contractor. The surface to be overlaid shall be cleaned by the Contractor to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the overlay and the pavement.

302-5.8 Manholes (and other Structures)

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

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be ¼ inches below the finish grade of the asphalt pavement.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the Engineer, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the AGENCY for utility cuts in pavement.

For water valves and sewer cleanouts, Contractor shall furnish new cans and lids as directed by the Engineer, and the old lids shall be delivered to City yard by the Contractor.

The Contractor shall adjust existing water meters to grade as shown on the plans, in conformance with City Standard Drawing No. 304-0 and 305-0.

The Contractor shall adjust existing miscellaneous pull boxes to grade as shown on the plans, in conformance with Caltrans Standards and Specifications (latest edition).

The Contractor shall adjust the concrete meter box for existing water blow-off assembly, to grade

as shown on the plans, in conformance with City Standard Drawing No. 307-0.

302-5.9 Measurement and Payment

[Add the following to the first paragraph:].

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes, or permanent full depth asphalt concrete work at existing driveway locations as required by the Engineer to maintain access, shall be considered included in the contract lump sum price bid for TRAFFIC & PEDESTRIAN CONTROL AND CONSTRUCTION PHASING, and no additional compensation will be allowed.

302-5.10 Crack Repair

[Is hereby added to Section 302-5:].

Cracks ¼ inch and greater shall be cleaned for the entire crack depth using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafcro as Road Saver 203, or approved equal. All crack filler material shall be in conformance with the following specifications. The crack sealant placed shall be slightly below the pavement surface to avoid over-application and minimize bumps and wicking through the AC surface during compaction. Deep cracks should be filled with sand and covered with a thin layer of sealant.

ASTM D6690, D3405, AASHTO M173 and Federal SS-S-164 and SS-S 1041C.

All holes shall be cleaned of loose materials and filled with Asphalt Concrete Type C2 PG 70- 10 and compacted to a smooth even surface with the adjacent existing pavement.

302-5.11 Measurement and Payment

[Is hereby added to Section 302-5:].

Payment for crack repair shall be included in the contract unit prices bid for the various items of work involved, and shall include full compensation for furnishing crack routing, crack cleaning, application of crack sealant, and all labor, tools, equipment, materials and incidentals required to complete the work. No additional compensation will be allowed therefore.

302-9 ASPHALT RUBBER HOT MIX (ARHM)

302-9.1 General

[Add the following:].

Lots consisting of 500 tons will be established for ARHM-GG-C areas to be tested. The Contractor's or its designated laboratory shall perform density testing utilizing a properly calibrated nuclear asphalt-testing device. The Contractor shall pay for all initial testing and a reasonable amount of retesting utilizing the nuclear asphalt-testing device. If the test results for any lot of ARHM-GG-C indicate that the relative compaction is below 95 percent, the Contractor will be advised that he is not attaining the required relative compaction and that his materials or his procedures, or both, need adjustment. ARHM-GG-C spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to

meet the required compaction. Core testing of areas not meeting the 95 percent requirement will be conducted by the Contractor's designated lab. Any and all testing will be at the sole expense of the Contractor.

If the test results for any lot of ARHM-GG-C continue to indicate that the relative compaction is less than 95 percent after adjustments have been made, the ARHM-GG-C represented by that lot may be required to be removed and replaced at the Contractor's expense and the Contractor shall suspend all further paving operations until the Contractor can demonstrate to the City that relative compactions of 95 percent can be obtained. It shall be the sole judgment of the City Engineer to determine adequate remedy and/or a reduction in compensation for any lot failing to meet 95 percent relative compaction.

The Contractor shall provide for adequate quality control measures to ensure that delivery of asphalt rubber shall be neither too slow nor too fast to prevent stopping of the paving operation and/or cooling of the asphalt rubber material. Material delivery scheduling and handling is critical to provide for optimum compaction opportunity and maximize ride quality performance.

302-9.2 Tack Coat

[Add the following:].

Apply SS-1H tack coat at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints of AC patching and P.C.C. surfaces and edges against which ARHM-GG-C is to be placed. Diesel fuel shall not be used for cleaning purposes within the limits of this project.

302-9.3 Distribution and Spreading

[Add the following:].

Asphalt concrete shall be placed with paving machine equipped with a "Preco" attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

The Contractor shall place the ARHM-GG-C a maximum of 48 hours after the commencement of all edge grinding operations during any stage of the work for this project.

Prior to placing the ARHM-GG-C overlay, all cracks, and areas identified greater than or equal to ¼ inch in width shall be routed, cleaned and filled with crack filler.

All surfaces to be overlaid shall be cleaned by the use of a broom and a vacuum sweeper. The overlaid surface shall be free of water, dust, or foreign material before tack is applied. All raised pavement markers shall be removed prior to the placement of any AHRM-GG-C concrete overlay. Removal of all AC slurry seal residue from gutter lip should be completed prior to paving.

302-9.4 Rolling

[Add the following:].

ARHM-GG-C shall be thoroughly compacted by rolling. The number of rollers necessary will be established in accordance with Section 302-5.6.1 of the Greenbook Specifications. All compacted ARHM-GG-C shall have a relative compaction of not less than 95 percent in accordance with Section 302-5.6.2 of the Greenbook Specifications.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint. Join lines between successive runs shall be within 5 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

302-9.7 Rock Dust Blotter
[Add the following:].

Rock dust blotter material shall be required immediately after the completions of the “finish rolling” and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall be per Section 200-1.2 of the Standard Specifications and shall be uniformly applied using a mechanical spreader, which distributes uniformly at a rate of approximately three pounds per square yard. Compaction rollers shall not be allowed on the rock dust covered pavement surfaces. All excess rock dust blotter shall be removed from the street at the end of each workday.

302-9.9 Payment
[Add the following:].

Payment for all of the preceding requirements shall be included in the contract unit price bid per TON for ASPHALT RUBBER HOT MIX (ARHM) OVERLAY, based upon certified weigh master tickets. The unit price shall include all surface preparation, crack seal, tack coat, rock dust blotter, labor, tools, equipment, materials, and incidentals required to complete the work. No additional compensation will be allowed.

SECTION 303 CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements

303-5.1.1 General

[Add the following:].

New improvements shall be constructed to grades indicated on the plans and in such a manner as to match existing improvements and field conditions with proper grade to form a safe and smooth riding surface.

The Contractor shall be responsible to oversee the curing of all concrete improvements to prevent graffiti damage or other unauthorized markings in new concrete surfaces. Any concrete surface deemed unacceptable to the Engineer, shall be replaced by the Contractor at no cost to the City.

Damage to any existing improvements shall be remedied by saw cutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer. Removals, relocations, and/or adjustments not covered by a separate bid item but necessary for the proposed concrete construction shall be included in the unit price bid for the various items of work involved.

The Contractor shall maintain safe access to all residents/business establishments at all times throughout the duration of the contract. The only permitted interruption to access will be during the placement of concrete.

No establishment shall be denied access more than one day at a time. Contractor shall install steel plates after finishing the concrete, to provide access during the cure period. The Contractor shall pour new P.C.C. improvements in such a fashion as to not interrupt access to residents near the job site.

Should a driveway be excavated at the end of a workday, the Contractor shall provide a temporary access ramp to residences. The temporary access ramp shall be removed by the Contractor on the following day so that driveway construction can be completed. Access to building over newly placed ramp shall be provided the day following the placement of ramp. New ramp shall be protected by the contractor with the use of materials such as roofing paper, plywood, or other means approved by the Engineer. The cost for the placement of the temporary ramp/plate and its removal shall be included in the unit cost bid for the various items of work involved, and no additional compensation will be allowed therefore.

If the Contractor is unable to pour the ADA Access Ramp or Sidewalk back within 2 calendar days after removal, the Contractor shall provide a minimum of 4 foot wide, 3" thick asphalt concrete sidewalk/curb ramps at a maximum cross fall of 2% to provide for safe passage of pedestrians and ADA access through construction areas, except when approved by the Engineer. Payment for this work, including maintenance for the temporary asphalt shall be included in various applicable items of work, and no additional compensation will be allowed therefore.

Concrete sidewalk and curb ramps shall be placed on 4" sand bedding per City Standard Plan No. 103-0 and details per Plans. Sand bedding shall consist of washed granular material with a sand equivalent greater than or equal to 30, conforming to Section 200-1.5.3 of the Standard Specifications. Payment for sand bedding shall be included in the contract unit price bid for the various items of work involved. No additional compensation will be allowed therefore.

303-5.4 Joints

303-5.4.2 Expansion Joints

[Add the following:].

Expansion joints shall be constructed only where specifically designated per details on the plans, and as directed by the Engineer.

303-5.5 Finishing

303-5.5.4 Gutter

[Add the following:].

When gutter and/or cross gutter is constructed at a rate of grade less than 0.30% it shall be water tested. If any portion of the newly constructed gutter is shown to pond water, that portion, including curb if applicable, shall be removed, reconstructed, and retested by the Contractor at no additional cost to the AGENCY.

303-5.5.5 Alley Intersection, Access Ramps, and Driveways

[Add the following:].

All limits of removal for the replacement of existing concrete work item shall be per plan unless otherwise directed by the Engineer in the field. It will be the sole responsibility of the Contractor to remove and reconstruct any curb and gutter damaged by the Contractor during the construction. No additional compensation will be allowed.

SECTION 306

OPEN TRENCH CONDUIT CONSTRUCTION

306-3 TRENCH EXCAVATION

306-3.3 Removal and Abandonment of Existing Conduits and Structures

[add the following:]

If groundwater is encountered, the Contractor shall dispose of it by any method acceptable to the Engineer and in conformance with NPDES requirements. The trench shall be dewatered to a minimum depth of 12 inches below trench bottom. The cost of any dewatering shall be included in the cost of pipe construction and no additional compensation will be allowed therefor.

The existing water lines to be abandoned as shown on the Plans are to be abandoned in place and phased out of service as the connections to the new water main are phased into service, including but not limited to, the connection of existing service laterals and fire hydrants, and connections to existing water lines that are to remain in service. The Contractor, prior to beginning work on the new water line connections, is to provide the Engineer with an accurate and detailed construction schedule depicting the phasing out of existing water lines with the construction of the new water line connections, including the transfer of service laterals and fire hydrants such that on any given day, the AGENCY is assured that disruption to existing service laterals and fire hydrants (existing or new) is minimized at all times. The Contractor will be required to provide evidence to the AGENCY prior to leaving the job site at the end of each work day that all service laterals and fire hydrants within the project area are fully operational, and that in the case of an emergency, a Contractor's representative can be reached at all times.

The Contractor shall notify residents 48 hours in advance of interruption of water service.

306-4 SHORING AND BRACING

[add the following:].

The Contractor will be required to show proof to the CITY that necessary permit(s) and notification(s) have been made to the proper authorities regarding trench excavation five (5) feet or deeper prior to start of any work. Shoring is also required in proximity of existing water mains as required to prevent side blow-outs and as required to maintain existing service during construction of the new water mains. The Contractor will NOT be allowed to begin work until this has taken place. The Contractor will not be allowed any additional work days for delays associated with receiving the required permit(s) or submitting the required notification(s).

Payment for shoring and bracing excavations is considered included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed therefore.

306-6 BEDDING

306-6.1 General

[add the following:].

Trench bedding for underground piping shall be placed in accordance with the details shown on the Plans and the Standard Specifications. Bedding for the new water main shall be sand with a minimum SE30 and extended a minimum of one-foot above the top of pipe per details shown on the Plans. The pipe bed shall be graded to provide a firm support along the pipe barrel.

If the Engineer determines that the Contractor is not able obtain the required compaction in areas under curb and gutter, cross gutter, curb or structures, Trench Backfill Slurry meeting the specifications as called for in Table 201-1.1.2(A) of the Standard Specifications will be required.

The Contractor shall contact Rudy Correa, City of Brea Water Supervisor, at (714) 990-7691, to schedule the shut-down of any water valves prior to cutting of any existing water main line or lateral. Forty-eight (48) hour prior notice is required by the City for all scheduled shut downs.

The Contractor shall not operate any active valve without approval of the City Water Department.

Payment for bedding is considered included in the contract unit price bid for various applicable items of work involved and no additional compensation will be allowed therefore.

306-8 PREFABRICATED PRESSURE PIPE

306-8.1 General

[add the following:].

The Contractor shall join the existing water mains at the locations shown on the Plans. Prior to being placed in service, all connections shall be tested, chlorinated, and disinfected in accordance with the American Water Works Association (AWWA). The Contractor is to remove a sufficient length of any existing water main to be abandoned to facilitate the connection to the existing water main. The connection to the existing water mains will occur with the appropriate couplings, with restraint glands and/or reducer, including thrust blocks. Open ends of existing water mains to be abandoned shall be plugged with concrete.

306-8.5 PVC Pressure Pipe

306-8.5.2 Installation

[add the following:].

6", 8" 10" and 12" PVC Utility Undercrossing

It is the Contractor's responsibility to pothole and determine the final depth required to obtain the minimum clearance from existing utilities. The minimum clearance between utilities and the proposed waterline is 12-inches.

The Contractor shall allow for the necessary depth of excavation at each crossing for adequate clearance and construction at no additional price.

8" and 10" Resilient Wedge Gate Valve:

Gate valves shall be installed per City of Brea Std. Plan No. 302-0, 309-0 and all other applicable standards and specifications.

Fire Hydrant Assembly:

Installations: Installation of all fire hydrant assemblies shall be per the City of Brea Std. Plan No. 306-0. The fire hydrant assembly shall include all items noted on the plans including the 6" Gate valve, Tee Connection, PCC pad/collar, bury and necessary fittings and thrust blocks required to install the fire hydrant at the noted locations. This work item shall also include the coordination with the City to determine the final location of the fire hydrant. The contractor shall be required to protect in place all existing private landscaping and improvements.

The Contractor shall make all removals of existing improvements required for installation of new fire hydrant assemblies and blow-off hydrants, as well as removal of existing hydrant assemblies. These removals include, but are not limited to, concrete sidewalk, concrete pad/collar, asphalt parkways, concrete block walls, shrubs, lawn, and ground cover. Upon completion of installation of new fire hydrants and blow-off hydrants, any existing landscaping shall be repaired or replaced to condition greater than or equal to that which existed prior to the work. A 36" x 36"x 8" thick square concrete collar shall be constructed around the fire hydrant per AWWA. Any existing concrete or hardscape improvements that are removed or destroyed in conjunction with the work shall be repaired and/or replaced in kind.

Replacement of PCC concrete and all parkway improvements due to the installation of the fire hydrant assembly shall be included in the contract unit prices bid for FIRE HYDRANT and BLOW-OFF HYDRANT, and no additional compensation will be allowed therefore.

Removals: All removed fire hydrants and fire hydrant water valve covers shall be salvaged and returned to the City yard.

The existing fire hydrant valves to be abandoned shall be abandoned according to the following directions. Contractor shall close all adjoining valves to shut off water at that location a minimum of three (3) times to ensure a positive shutdown of the water main. The Contractor shall then shut down the valve, salvage the valve frame, salvage the cover and remove the valve extension piping. If a new valve will not replace the existing valve in the same location, the Contractor shall fill the resulting void with sand/Aggregate Base compacted to 95% Relative Compaction and place temporary AC pavement over the filled void. The Contractor is to deliver the valve frame and cover to the City Service Yard located at 545 N. Berry Street.

Blow-Off Hydrant:

Installation of Blow-Off Hydrant shall be per City of Brea Std. Plan 307-0(A) and the plan modifications. The blow-off hydrant shall be installed within a 2" Meter Box within the parkway per City of Brea Std. Plan 305-0. Also, the 2" corporation stop shall be replaced with a 2" gate valve and shall be installed within the paved roadway with a traffic rated valve box per City of Brea Std. Plan No. 309-0. Contractor shall be required to coordinate with City to determine the ultimate location of the valve box and blow-off hydrant.

2" Air Release Assembly:

Installation of 2" Air Release Assembly shall be per details shown on the plans, and as directed by the Engineer. Contractor shall be required to coordinate with City to determine the ultimate location of the Air Release Assembly.

Pressure Reducing Valve Station:

Installation of Pressure Reducing Valve Station shall be per details as shown on the plans, and as directed by the Engineer.

PVC Class 200 (AWWA C900) Pipe:

General Installation: PVC pipe shall be installed in accordance with the requirements of Section 306-8 of the Standard Specifications and these Special Provisions.

Restrictions: When pipe is to be installed in new streets or when street improvements require placement and/or replacement of curbs, piping shall not be installed until new curbs are in place, unless special approval by the Engineer is obtained. If any curbing is damaged during piping installations, the damaged portions shall be repaired or replaced to the satisfaction of the Engineer.

Closure Sections: Where closure sections are required, the sections shall be installed in accordance with the applicable portions of these specifications. Closures shall be made using gasketed-PVC closure collars.

Cover: The pipe sections shall be laid in the trench to true alignment and grade in accordance with the drawings. Where the grade is not shown, pipe shall have a cover of 42-inches in paved areas on local streets and 48-inches in unpaved areas and on arterial streets. The pipe grade shall be approved by the Engineer.

Curved Alignment: The pipe shall not be laid along curves at a radius less than that listed below. The minimum-radius curves are determined by the limit of 2-degree deflection for PVC pipe joints with factory-assembled bell couplings:

Length of Pipe Section Minimum Curve Radius

20 feet 573 feet

10 feet 287 feet

For integral bell PVC pipe, the minimum radius curves obtained by deflecting joints shall not exceed the manufacturer's recommendation (which may be less than 2 degrees). Pipe may not be offset to a degree such that the spigot end of the pipe deflects (touches) against the end of the pipe bell. Pipe sections shall not be bent to achieve a curve.

Pipe Cutting: When pipe is cut and is to be joined to a ductile-iron fitting or another piece of pipe, the end shall be beveled in the field or shop to create a beveled end equal in workmanship to the machined ends of the pipe as furnished by the manufacturer. Such machining shall not result in undercutting the wall thickness and must be approved by the Engineer before installation.

Joints: Connecting parts of pipe, rings, couplings, and castings shall be cleaned before assembly. After bearing has been obtained, couplings shall be assembled in a workmanlike manner. The use of excessive lubricant will not be permitted, and the assembly of the couplings and rings shall be

in accordance with the manufacturer's recommendations. Lubricant and rubber rings shall be supplied by the pipe manufacturer.

Warning and locator tape shall be installed on all potable water pipelines in accordance with these Specifications.

Facilities Identification:

Installation of Pipe Warning Tape, and Tracer Wire: Warning tape shall be installed directly on the top of the pipe longitudinally and shall be centered. The warning tape shall be installed continuously for the entire length of the pipe and shall be fastened to each pipe length by plastic adhesive tape banded around the pipe and warning tape at no more than 2-foot intervals. Taping attached to the sections of pipe before laying in the trench shall have 5-foot minimum overlap for continuous coverage. All risers between the main line and control valves shall be installed with warning tape.

Tracer Wire: Tracer wire shall be installed on top of the pipe and over the warning tape. Wire shall be continuous strand. Crimpable copper butt splice kits are permitted in valve cans only. For main line valve cans, wire shall be routed up the outside of the valve riser, into the valve can at the top, 12-inch looped, and back down the outside of the valve riser.

Installation of Warning Labels and Signs: Warning labels shall be firmly attached using heavy-duty nylon fasteners, and shall be sized and installed at locations as shown on the plans.

Equipment Requiring Labels or Tags: Warning labels shall be installed on all appurtenances in vaults, such as, but not limited to, air release valves, blowoffs, and meters, and on designated facilities, such as, but not limited to, controller panels and washdown or blowoff hydrants for water trucks and temporary construction services. Pumps and pipe shall be identified with a painted label. Within a fenced area, at least one sign shall be posted on the fence which can be readily seen.

Painted Labels: Painted labels may, at the City's Representative's discretion, be acceptable in lieu of plastic labels.

Installation of Water Identification Tags: Identification tags shall be securely attached to water meters using UV rated zip ties rated to hold 50 pounds.

306-12 BACKFILL

306-12.1 General

[Add the following:].

The Contractor shall perform the trench densification (compaction) immediately following the backfill of the trench and just prior to placement of the temporary AC Pavement cap. Payment for the placement and removal of this temporary AC Pavement cap is considered included in the various items of work and no additional compensation will be allowed therefore.

306-12.3 Mechanically Compacted Trench Backfill

306-12.3.1 General

[Add the following:].

The Contractor accepts full liability for structural integrity of the new water line during mechanically compacted backfill operations. No additional compensation will be allowed for any repair, time delays or other actions caused by the use of mechanical compaction devices used by the Contractor.

306-12.3.1 General

[Amend to state:].

a) **95** percent relative compaction:

306-12.4 Jetted Trench Backfill

306-12.4.1 General

[replace section with the following:].

Water densified backfill will not be permitted

306-13 TRENCH RESURFACING

306-13.1 Temporary Resurfacing

[add the following:].

Temporary resurfacing shall be placed as soon as the condition of the backfill is suitable to receive it and it shall remain in place until the permanent resurfacing is constructed. The grade of the backfill on which the temporary resurfacing is to be placed shall be such as to provide the full thickness of temporary resurfacing. The temporary resurfacing shall be placed, rolled, and maintained by the Contractor.

Unless permanent pavement is placed immediately, temporary bituminous resurfacing, a minimum of 2-inches thick shall be placed and maintained. Wherever excavation for pipe trench or other water improvements are made through pavement, or cross-gutters. At high traffic volume locations a greater thickness may be ordered.

306-13.2 Permanent Resurfacing

[add the following:].

Permanent trench resurfacing for all streets within the project limits shall conform to trench details as shown on the Plans.

SECTION 310

PAINTING

[Delete Section in total and substitute with the following:]

TRAFFIC SIGNING, STRIPING AND MARKINGS

Pavement traffic signing, striping and markings including raised lane line and fire hydrant reflective markers (RPM's) shall be provided and installed at the locations and per the Standard Drawings indicated on the plans, as directed by the Engineer and in accordance with the following Special Provisions.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

Pavement marking and striping shall conform to the provisions of Section 84, "Traffic Stripes and Pavement Markings," of the Caltrans Specifications and these Special Provisions.

Paint and glass beads shall be furnished and applied by the Contractor.

Two (2) coats of paint shall be applied to painted striping lane and control lines with a minimum seven (7) days between coats. Reflective material consisting of glass beads shall be applied to the surface of each coat of paint prior to setting so that the beads shall have proper adhesion.

Glass beads shall conform to State Specifications 8010-IIE-22 Type II and shall be mechanically applied at a rate of six (6) to eight (8) pounds of beads per gallon of paint. Glass beads shall be applied to pavement striping by a dispensing device developed for this purpose or other methods approved by the Engineer.

Where sandblasting is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of the traveled way, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations.

Contractor will not be required to use a vacuum attachment under the following conditions:

1. When approved by Agency
2. When the blasting sand will be confined by mechanical means to a small area.
3. When a sweeper (preferably a vacuum type) will immediately follow the blasting operation or when traffic can be safely routed around the sand until swept up.

Spotting shall be completed prior to the removal of any temporary striping of traffic control devices. Existing temporary stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without proper striping for more than 24 hours or over weekends or holidays.

All legends, including limit lines, **shall be striped within 72 hours** after the street (if applicable) has received the final surface course.

Contractor shall be responsible to place and maintain temporary traffic control(s) during the period that the lane lines are obliterated.

Striping shall be supplemented with raised pavement markers as required by the Standard Drawings, referenced on the plans. In addition, blue raised pavement markings shall be installed adjacent to fire hydrants and fire department connection in conformance with City of Brea Standard Drawing 306-0.

- One marker for every fire hydrant
- Two markers for hydrants located at corners

Raised pavement markers shall conform to provisions in Section 85, "Pavement Markers" of Caltrans Specifications, State of California Traffic Manual and these Special Provisions.

Hot melt bitumen adhesive shall be used to cement the markers to the pavement.

Grinding shall not be permitted.

All existing raised pavement markers shall be removed by the Contractor prior to cold milling of the existing pavement or construction of the slurry seal.

All pavement striping and markings shall conform to the standards of applicable portions of the current State of California, Department of Transportation **Manual on Uniform Traffic Control Devices (MUTCD)**, and **Standard Plans A20A-C and A24A-D**.

Temporary Striping, Signing, Raised Pavement Markers:

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic.

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the Engineer for approval prior to placement.

At no time shall the street be open to traffic without delineation to separate opposing traffic. Temporary delineation type shall be at the inspector's discretion.

In general, temporary reflectorized markers are the preferred type of temporary delineation.

SECTION 313
DETECTABLE WARNING SURFACES
[is hereby added to Part 3:].

Detectable Warning Surfaces Construction (Cast-In-Place)

- A. During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 – 7 to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float, therefore under these conditions suitable weights such as 2 concrete blocks or sandbags (25 lb.) shall be placed on each tile.
- C. Prior to placement of the Cast-In-Place System, the contract drawings shall be reviewed with the engineer.
- D. The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lbs. weights, vibrator and small sledge hammer with 2" X 6" x 20" wood tamping plate are specific to the installation of the Cast-In-Place System.
- E. The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to tile placement. Immediately after finishing the concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast-In-Place Tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface.
- F. While concrete is workable a steel trowel shall be used to trowel the concrete around the tile perimeter to the field level of the tile.
- G. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external force placed on the tile to rock the tile, causing a void between the underside of the tile and concrete.
- H. Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets, 2 suitable weights of 25 lb. each shall be placed on each tile as necessary to ensure solid contact of tile underside of concrete.
- I. Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush will clean the residue without damage to the tile surface.

**Installation Manual Armor-Tile Surface Applied Advanced Warning Strip Surface Tile
(Applied on Existing Curb Ramp)**

- A. During all surface preparation and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The application of all tile, adhesives, mechanical fasteners, and caulking shall be in strict accordance with the guidelines set by their respective manufacturers.

- C. Work with the Contractor or Engineer to ensure that the surfaces being prepared and fabricated to receive the tiles are constructed correctly and adequately for tile installation. Review design drawings with the Contractor prior to the construction and refer any and all discrepancies to the Engineer.
- D. Set the tile true and square to the curb ramp area as detailed in the design drawings, so that its location can be marked on the concrete surface. A thin permanent marker works well. Remove tile when done marking its location.
- E. The surface to receive the detectable warning surface tile is to be mechanically cleaned with a diamond cup grinder or shot blaster to remove any dirt or foreign material. This cleaning and roughening of the concrete surface should include at least 4 inches around the perimeter of the area to receive the tile, and also along the cross pattern established by the corresponding areas on the backside of the tile.
- F. Immediately prior to installing the detectable warning surface tile, the concrete surfaces must be inspected to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oil, grease, sealers and determined to be structurally sound and cured for a minimum of 30 days.
- G. Using Acetone, wipe the backside of the tile around the perimeter and along the internal cross pattern, to remove any dirt or dust particles from the area to receive the adhesive.
- H. Apply the adhesive on the backside of the tile, following the perimeter and internal cross pattern established by the tile manufacturer. Sufficient adhesive must be placed on the prescribed areas to have full coverage across the 2" width of the adhesive locator. A 3 x 4 foot tile will typically require an entire tube of adhesive.
- I. Set the tile true and square to the curb ramp area as detailed in the design drawings.
- J. Standing with both feet applying pressure around the molded recess provided in the tile, drill a hole true and straight to a depth of 3½" using the recommended ¼" diameter bit. Drill through the tile without hammer option until the tile has been successfully penetrated, and then with hammer option to drill into the concrete.
- K. Immediately after drilling each hole, and while still applying foot pressure, vacuum, brush or blow away dust and set the mechanical fastener as described below, before moving on to the next hole.
- L. Mechanically fasten tiles to the concrete substrate using a hammer to set the fasteners. Ensure the fastener has been placed to full depth in the dome, straight, and flush to the top of dome. Drive the pin of the fastener with the hammer, taking care to avoid any inadvertent blows to the truncated dome or tile surface. A plastic deadblow or leather hammer is recommended.
- M. Working in a sequence which will prevent buckles in the tile, proceed to drill and install all fasteners in the tile's molded recesses.
- N. Following the installation of the tiles, the perimeter caulking sealant should be applied. Follow the perimeter caulking sealant manufacturer's recommendations when applying. Tape all perimeter edges of the tile and also tape the adjacent concrete back 1/2" from the tile's perimeter edge. Tool the perimeter caulking with a plastic applicator or spatula to create a straight edge in a cove profile between the tile and adjacent concrete. Remove tape immediately after tooling perimeter caulking sealant.
- O. Do not allow foot traffic on installed tiles until the perimeter caulking sealant has cured sufficiently to avoid tracking.

If installing adjacent tiles, note the orientation of each tile. Careful attention will reveal that one of the long edges of the tile is different than the other, in regard to the tiny dotted texture. You may also note a larger perimeter margin before the tiny dotted texture pattern begins. Consistent

orientation of each Armor-Tile is required in order that the truncated domes on adjacent tiles line up with each other.

In order to maintain proper spacing between truncated domes on adjacent tiles, the tapered edge should be trimmed off using a continuous rim diamond blade in a circular saw or mini-grinder. The use of a straightedge to guide the cut is advisable. All cuts should be made prior to installation of the tiles.

If installing adjacent tiles, care should be taken to leave a 1/8 inch gap between each.

If tiles are custom cut to size, and if pre-molded recesses (to receive fasteners) are removed by the cut, then any truncated dome can be center-drilled with a 1/4 inch through hole, and countersunk with a suitable bit, to receive mechanical fasteners. New holes should be created no closer to the edge of the tile than any of the other perimeter fastener pre-molded recesses. Care should be taken to not countersink too deeply. Fasteners should be flush with the top of the truncated dome when countersunk properly.

Adhesive or caulking on the surface of the Armor-Tile can be removed with Acetone.

APPENDIX A

STANDARD PLANS

GENERAL NOTES FOR STREET IMPROVEMENTS

GENERAL:

1. ALL APPLICABLE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS", LATEST REVISIONS, ARE HEREBY MADE A PART OF THIS PLAN AND ALL STREET IMPROVEMENTS SHALL BE IN ACCORDANCE WITH SAME.
2. THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", LATEST EDITION INCLUDING SUPPLEMENTS THERETO, IS HEREBY MADE A PART OF THIS PLAN.
3. PAVEMENT SHALL CONSIST OF A MINIMUM OF 4" (INCHES) ASPHALT CONCRETE ON 6" (INCHES) AGGREGATE BASE OR CRUSHED MISCELLANEOUS BASE. 4" ASPHALT CONCRETE PAVING SHALL CONSIST OF 2" WEARING COURSE III-C3-PG-64-10 OVER 2" BASE COURSE III-B2-PG-64-10.
4. THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND MONUMENTS OF EVERY NATURE, WHETHER SHOWN ON PLANS AND/ OR HEREON OR NOT, AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES AND MONUMENTS DAMAGED OR DESTROYED.
5. ALL CONCRETE SHALL BE CLASS 560-C-3250 (6 SACK MIX) AND SHALL BE CURED WITH TYPE-1 (CLEAR) CURING COMPOUND IMMEDIATELY AFTER FINISHING.
6. ALL ASPHALT CONCRETE STREET SURFACES SHOWN HEREON SHALL BE SEAL-COATED, WHEN DIRECTED BY THE CITY ENGINEER, FULL-WIDTH USING AN APPROVED TYPE SS-1H EMULSION WITH NO MORE THAN 50% WATER ADDED. A TRUCK MOUNTED SPRAY BAR SHALL BE UTILIZED FOR SPREADING.
7. THE CONTRACTOR SHALL COORDINATE ALL SIGN INSTALLATIONS WITH THE CITY ENGINEER PRIOR TO SIDEWALK INSTALLATION.
8. AN APPROVED SOIL STERILANT SHALL BE UNIFORMLY APPLIED IN ALL AREAS TO BE PAVED UNDER THE DIRECTION OF THE CITY ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING MAILBOX BLOCK-OUT LOCATIONS WITH THE U.S. POSTAL SERVICE PRIOR TO SIDEWALK INSTALLATION.
10. THE CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY AND SHALL BE RESPONSIBLE FOR REPAIR AND OR REPLACEMENT OF ALL FAILURES DETERMINED BY THE CITY ENGINEER CAUSED BY WORKMANSHIP OR SUBSTANDARD MATERIALS.
11. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL, SHORING AND SAFETY MEASURES OF EVERY NATURE.
12. THE CONTRACTOR SHALL MAKE APPLICATION TO THE CITY OF BREA, AND OBTAIN A CONSTRUCTION WATER METER (IF APPLICABLE) PRIOR TO COMMENCEMENT OF CONSTRUCTION.
13. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM THE CITY OF BREA PUBLIC WORKS DEPARTMENT AND AFFECTED AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
14. EXCAVATION IN STREETS WHICH HAVE BEEN CONSTRUCTED OR RECONSTRUCTED WITHIN THE PAST FIVE (5) YEARS AND SEAL COATED WITHIN THE PAST TWO (2) YEARS SHALL BE SUBJECT TO RESTRICTIONS.



CITY OF BREA

GENERAL NOTES - STREET IMPROVEMENTS

APPROVED:

CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

101-0

SHEET 1 OF 2

FOR BIDDING PURPOSES ONLY

GENERAL NOTES FOR STREET IMPROVEMENTS

GENERAL:

15. ALL CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BY A "C-8" OR "A" LICENSED CONTRACTOR.
16. 24-HOUR NOTIFICATION IS REQUIRED FOR ALL PUBLIC WORKS INSPECTIONS. CONTACT THE CITY OF BREA PUBLIC WORKS DEPARTMENT, MONDAY TO THURSDAY (EXCLUDING HOLIDAYS), 8 a.m. to 5 p.m., AT (714) 990-7650.
17. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN CONFORMING TO THE CITY OF BREA TRAFFIC CONTROL REQUIREMENTS.
18. ANY CHANGES FROM THE PLAN, STANDARDS NOTES, STANDARD DESIGNS OR SPECIFICATIONS SHALL BE CONSIDERED NON-CONFORMING UNLESS APPROVED IN WRITING BY THE CITY ENGINEER PRIOR TO INSTALLATION.
19. INSTALLATIONS NOT CONFORMING TO THE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS" SHALL BE REMOVED, REPLACED AND OR CORRECTED AT THE CONTRACTOR'S EXPENSE, AS DIRECTED BY THE CITY ENGINEER.
20. BASIC TRENCH REPAIR PROCEDURES SHALL BE PRE BREA STD PLAN 102.



GENERAL NOTES - STREET IMPROVEMENTS

APPROVED:

[Signature]
CITY ENGINEER

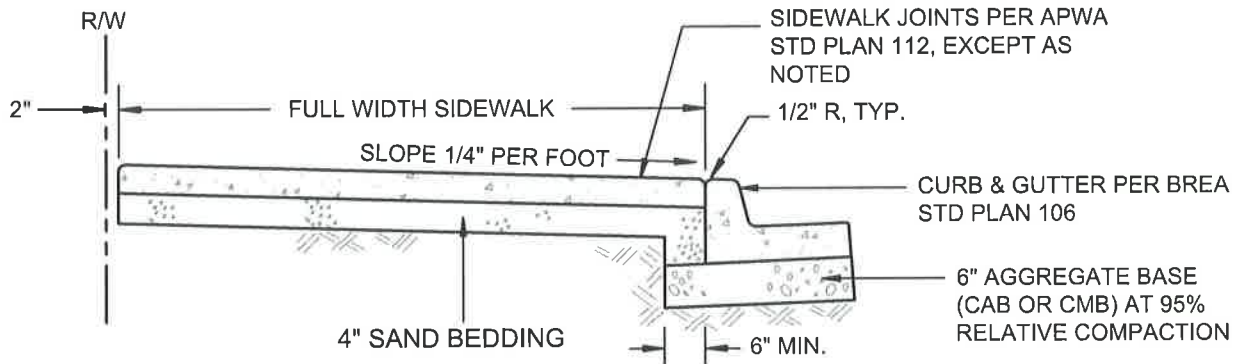
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STD. PLAN NUMBER

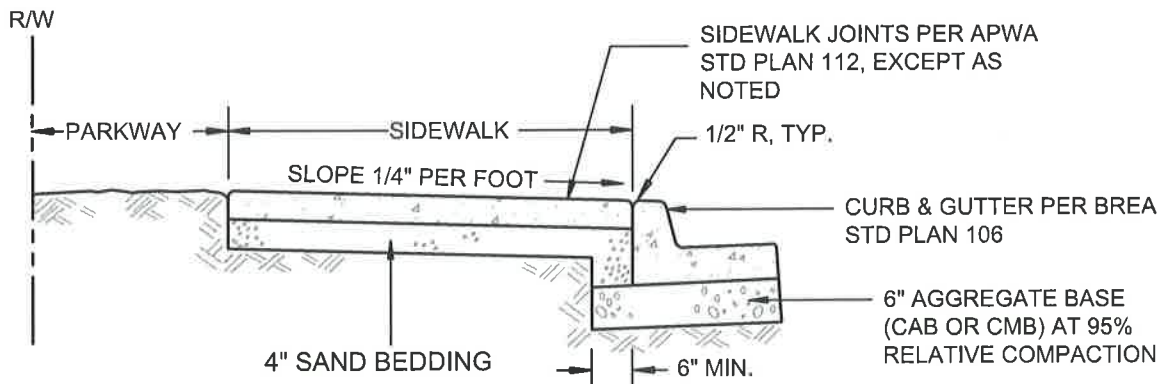
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SHEET 2 OF 2

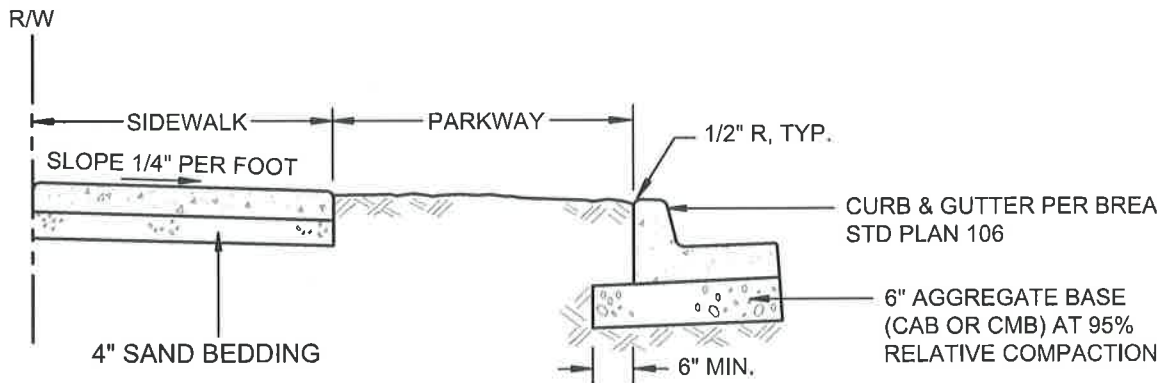
FOR BIDDING PURPOSES ONLY



SECTION-1



SECTION-2



SECTION-3

TYPICAL SECTIONS

NOTES: SEE SHEET-2



APPROVED:

CITY ENGINEER

SIDEWALK

DATE: 10-15-2013

STD. PLAN NUMBER

103-0

SHEET 1 OF 2

FOR BIDDING PURPOSES ONLY

NOTES:

1. WIDTH OF SIDEWALK SHALL BE AS SHOWN ON PLANS OR DIRECTED BY CITY ENGINEER. CONSTRUCT FULL WIDTH SIDEWALK IN COMMERCIAL ZONES, OR WHERE LOTS BACK TO THE STREET.
2. SIDEWALK THICKNESS = 4"
3. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 60' INTERVALS AND AT ENDS OF ALL CURB RETURNS, WEAKENED PLANE JOINTS SHALL BE PLACED AT 20' INTERVALS, OR AS DIRECTED BY CITY ENGINEER.
4. EXPANSION JOINTS, WEAKENED PLANE JOINTS AND SCORING LINES FOR SIDEWALKS SHALL BE PLACED TO COINCIDE WITH JOINTS AND MARKINGS OF THE CURB.
5. CONCRETE SHALL BE PER CITY OF BREA STD PLAN 101.
6. MAKE TRANSVERSE JOINTS AND SCORING RADIAL ON CURVED STREETS.
7. TRANSVERSE "LIGHT BROOM" FINISH FOR LONGITUDINAL GRADES UNDER 10%. TRANSVERSE "HEAVY BROOM" FINISH FOR LONGITUDINAL GRADES OVER 10%.
8. SEE BREA STD PLAN 101 GENERAL NOTES, NOTE NO.4, FOR MONUMENTATION.



SIDEWALK

APPROVED:

Rafael
CITY ENGINEER

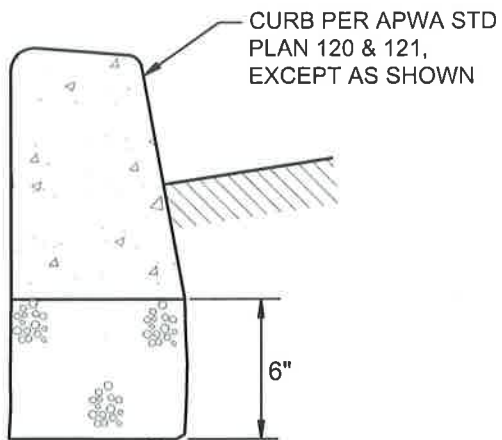
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STD. PLAN NUMBER

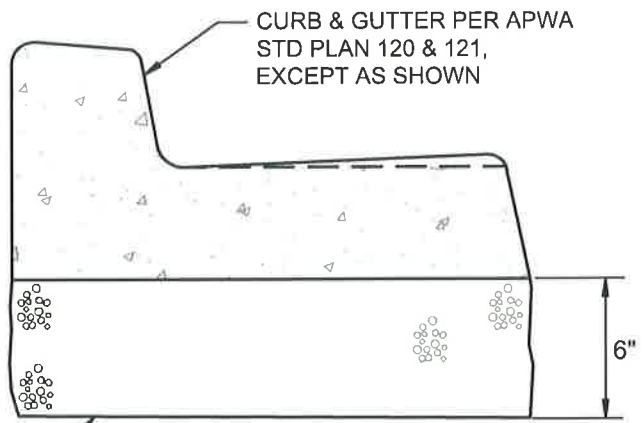
103-0

SHEET 2 OF 2

FOR BIDDING PURPOSES ONLY



TYPE A1 OR B1



TYPE A2 OR B2

NOTES:

1. UNLESS OTHERWISE SPECIFIED ON PLANS AND SPECIFICATIONS, CONCRETE SHALL BE PER BREA STD PLAN 101.
2. MEDIAN CURBS SHALL NOT BE SLOPED AWAY FROM MEDIAN WITHOUT PRIOR APPROVAL BY THE CITY ENGINEER.
3. ADDITIONAL NOTES SHALL BE PER APWA STD PLAN 120 & 121.



CONCRETE CURB AND GUTTER

APPROVED:

CITY ENGINEER

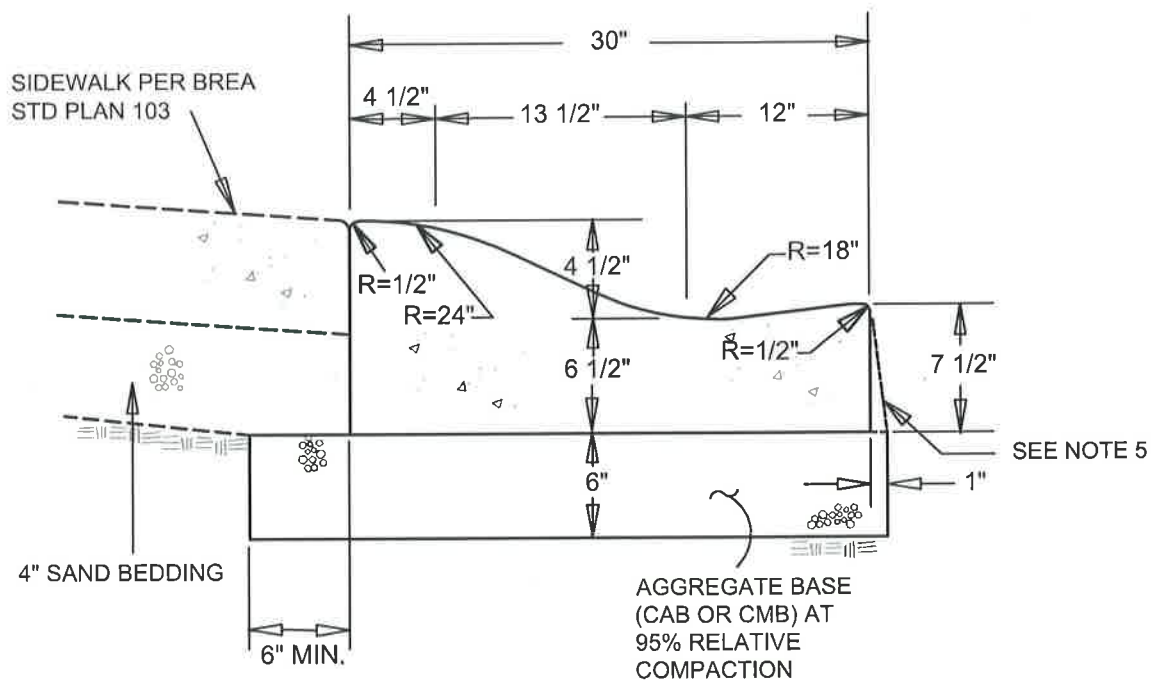
DATE: 10-15-2013

STD. PLAN NUMBER

106-0

SHEET 1 OF 2

FOR BIDDING PURPOSES ONLY



ROLLED CURB AND GUTTER

NOTES:

1. USE OF ROLLED CURB MAY BE RESTRICTED BY SURFACE DRAINAGE CONSIDERATIONS.
2. SIDEWALK CONSTRUCTED CONTIGUOUS TO ROLLED CURB SHALL BE 6 INCHES THICK MINIMUM.
3. WHERE LONGITUDINAL SLOPE IS LESS THAN 0.40 % THE FLOW LINE SHALL BE WATER TESTED.
4. CONSTRUCT 1/2" EXPANSION JOINT AT ALL COLD JOINTS, AT BEGINNING AND END OF CURB RETURNS, AND AT 300 FT. MAX. INTERVALS FOR EXTRUDED CURB AND 30 FT. MAX. INTERVALS FOR FORMED CURB. WEAKENED PLANE JOINTS SHALL BE FORMED AT THE REMAINING 20-FOOT INTERVALS.
5. ONE INCH BATTER AT CURB FACE IS OPTIONAL.
6. ROLLED CURBS ARE PROHIBITED IN AREAS WHERE FLOW LINE GRADIENT IS LESS THAN 0.80 % UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
7. ALL UTILITY BOXES AND COVERS ADJACENT TO ROLLED CURB SHALL BE HS-20 RATED "TRAFFIC BEARING" TYPE.



CONCRETE CURB AND GUTTER

APPROVED:

CITY ENGINEER

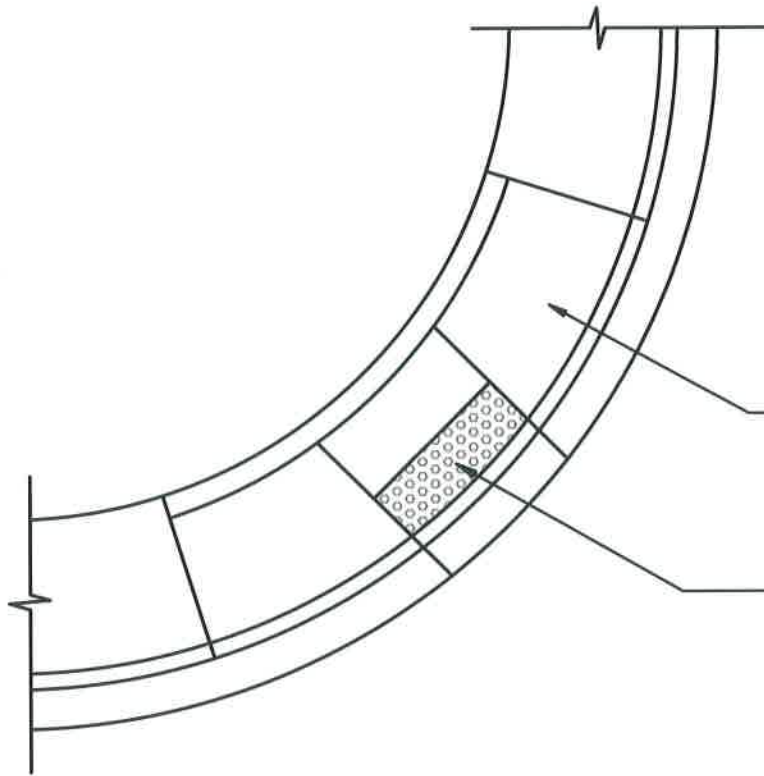
DATE: 10-15-2013

STD. PLAN NUMBER

106-0

SHEET 2 OF 2

FOR BIDDING PURPOSES ONLY



CURB RAMP PER CALTRANS
STD PLAN A88A EXCEPT AS
SHOWN. CASE PER CITY
ENGINEER.

DETECTABLE WARNING SURFACE
PER CALTRANS STD PLAN A88A, AS
MANUFACTURED BY ARMOR-TILE,
COLOR SHALL BE "BLACK"

PLAN VIEW



CITY OF BREA

CURB RAMP

APPROVED:

Redding
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

107-0

SHEET 1 OF 1

FOR BIDDING PURPOSES ONLY

GENERAL NOTES FOR WATER SYSTEMS

I. GENERAL:

1. ALL WATER SYSTEM IMPROVEMENTS SHALL BE IN ACCORDANCE WITH APPROVED PLANS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) INCLUDING SUPPLEMENTS THERETO, AMERICAN WATER WORKS ASSOCIATION STANDARDS , THESE STANDARD DRAWINGS, THE CONDITIONS OF PERMITS OR LICENSES REQUIRED AND TO THE SATISFACTION OF THE CITY ENGINEER. THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTOR AT LEAST 24 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
2. THE CONTRACTOR SHALL PROVIDE MATERIAL AS SPECIFIED ON PLANS AND/ OR CALLED FOR IN THE PROJECT SPECIFICATIONS, BY MANUFACTURER AND MODEL, OR OFFER AN EQUIVALENT MATERIAL. THE CITY ENGINEER SHALL DETERMINE WHETHER THE EQUIVALENT IS SATISFACTORY BASED ON FUNCTION, DURABILITY AND UNIFORMITY WITHIN THE CITY. THE CITY ENGINEER SHALL BE PROVIDED WITH INFORMATION REGARDING THE ALTERNATIVE MATERIAL AT LEAST 5 WORKING DAYS PRIOR TO USE.
3. THE CONTRACTOR SHALL CONFORM TO THE RULES AND REGULATIONS OF THE STATE OF CALIFORNIA, DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (CAL OSHA).
4. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF EXISTING FACILITIES.
5. THE CONTRACTOR SHALL MAKE ALL CONNECTIONS TO EXISTING WATER MAINS AS INDICATED ON THE PLANS. ALL EXISTING WATER VALVES SHALL BE OPERATED ONLY BY THE CITY OF BREA PUBLIC WORKS DEPARTMENT PERSONNEL. ALL RESIDENTS AFFECTED BY SUCH OPERATIONS SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE. THE CONTRACTOR SHALL PROVIDE TEMPORARY FACILITIES REQUIRED TO PROVIDE WATER TO ANY WATER SERVICE THAT WILL BE WITHOUT WATER FOR AN EXTENDED PERIOD DURING THE CONSTRUCTION PERIOD.

II. TRAFFIC CONTROL AND PAVEMENT REPLACEMENT:

1. THE CONTRACTOR SHALL CONDUCT HIS OPERATION TO CAUSE THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO THE PUBLIC. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY ENGINEER PRIOR TO THE CLOSURE OF ANY PUBLIC STREET OR LANE OF TRAFFIC. ALL CONDITIONS IMPOSED BY THE CITY ENGINEER SHALL BE IN EFFECT AS THOUGH STATED HEREIN. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SAFETY DEVICES TO CONFORM TO THE CURRENT WORK AREA TRAFFIC CONTROL (WATCH) HANDBOOK.
2. THE CONTRACTOR SHALL SAWCUT THE EXISTING PAVEMENT SECTION TO A DISTANCE OF 12" (INCHES) OUTSIDE OF THE TRENCH WIDTH. THE CONTRACTOR SHALL INSTALL AND REMOVE ANY TEMPORARY ASPHALT PAVEMENT REQUIRED FOR TRAFFIC CONTROL. THE CONTRACTOR SHALL REPLACE THE EXISTING PAVEMENT SECTION PER CITY OF BREA STD PLAN 102. BACKFILL AND BEDDING SHALL BE PLACED PER CITY OF BREA STD PLAN 313.



GENERAL NOTES - WATER SYSTEM

APPROVED:

CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

301-0

SHEET 1 OF 3

FOR BIDDING PURPOSES ONLY

GENERAL NOTES FOR WATER SYSTEMS

III. WATER MAINS AND FITTINGS MATERIALS:

1. WATER MAIN PIPE SHALL BE OF DUCTILE IRON MATERIAL, MANUFACTURED IN CONFORMANCE WITH AWWA C151. WATER MAIN PIPE SHALL HAVE BELL AND SPIGOT, PUSH ON, RUBBER GASKET JOINTS IN CONFORMANCE WITH AWWA C111, OR JOINTS AS SHOWN ON THE PLANS. WATER MAIN PIPE SHALL BE CEMENT OR MORTAR LINED AND BITUMUNOUS COATED IN CONFORMANCE WITH AWWA C104. ALL WATER MAIN PIPES 12" (INCHES) AND SMALLER IN DIAMETER SHALL BE THICKNESS CLASS 52. WATER MAIN PIPES GREATER THAN 12" (INCHES) IN DIAMETER SHALL BE AS SPECIFIED BY THE IMPROVEMENT PLANS OR BY THE CITY ENGINEER. WATER MAIN PIPE SHALL BE MANUFACTURED BY U.S. PIPE AND FOUNDRY CO. OR PACIFIC STATED IRON PIPE CO., OR APPROVED EQUAL.
2. WATER MAIN FITTINGS SHALL BE OF DUCTILE IRON MATERIAL, MANUFACTURED IN CONFORMANCE WITH AWWA C110 OR C153. ALL FITTINGS SHALL HAVE MECHANICAL JOINT WITH DUCTILE IRON GLANDS IN CONFORMANCE WITH AWWA C111. ALL FITTINGS SHALL BE CEMENT MORTAR LINED AND BITUMINOUS COATED IN CONFORMANCE WITH AWWA C104. ALL BOLTS AND NUTS SHALL BE 316 STAINLESS STEEL.
3. ALL WATER MAINS, FITTINGS, VALVES AND MISCELLANEOUS ASSEMBLIES SHALL BE ENCASED IN POLYETHYLENE MATERIAL IN ACCORDANCE WITH AWWA C105.
4. ALL MATERIALS AND WORK SHALL BE THE PROPERTY OF THE CONTRACTOR UNTIL ACCEPTED BY THE CITY. THE CONTRACTOR SHALL WARRANT THE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE BY THE CITY.

IV. WATER MAIN CONSTRUCTION:

1. WATER MAIN PIPES SHALL BE LOCATED AS SHOWN ON THE PLANS, TYPICALLY SIX FEET (6') OUTSIDE CURB-FACE FOR ALL DIRECTIONS, OR AS DIRECTED BY THE CITY ENGINEER. WATER MAIN AND LATERALS SHALL MAINTAIN VERTICAL AND HORIZONTAL SEPARATION FROM SEWER MAINS AND LATERALS AS REQUIRED BY THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES AND DETAILED ON THIS CITY OF BREA STD PLAN 319.
2. WATER MAIN PIPE SHALL BE CONSTRUCTED WITH A COVER BETWEEN TOP OF PIPE AND FINISHED SURFACE AS FOLLOWS, OR AS DETERMINED BY THE CITY ENGINEER:

PIPE DIAMETER	MINIMUM COVER **
6" TO 12" (LOCAL STREET)	42"
16" TO 24" (LOCAL STREET)	48"
6" TO 24" (ARTERIAL HIGHWAY)	48"
OVER 24"	60"

**** WATER MAINS LOCATED IN EASEMENTS OR UNPAVED AREAS SHALL HAVE A DEPTH OF 12" (INCHES) GREATER THAN INDICATED ABOVE.**



CITY OF BREA

GENERAL NOTES - WATER SYSTEM

APPROVED:

[Signature]
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

301-0

SHEET 2 OF 3

FOR BIDDING PURPOSES ONLY

GENERAL NOTES FOR WATER SYSTEMS

IV. WATER MAIN CONSTRUCTION:

3. WATER MAIN PIPES SHALL BE INSTALLED IN CONFORMANCE WITH AWWA C600. THE PIPE TRENCH BEDDING MATERIAL SHALL BE SHAPED TO PROVIDE CONTINUOUS CONTACT WITH THE WATER MAIN PIPE, EXCEPT AT JOINTS. THE PIPE TRENCH WIDTH, INVERT SHAPE, BEDDING AND BACKFILL MATERIALS SHALL BE IN ACCORDANCE WITH THIS CITY OF BREA STD PLAN 313. THE PIPE TRENCH SHALL BE BACKFILLED OR PLATED AT THE END OF THE WORK DAY.
4. THE TRENCH BACKFILL MATERIAL SHALL BE COMPACTED USING A VIBRATORY TAMPING MACHINE. COMPACTION USING JETTING OR FLOODING METHODS ARE NOT ALLOWED. THE CITY WILL REQUIRE FIELD COMPACTION TESTS TO ENSURE THE ADEQUATE COMPACTION OF THE TRENCH BEDDING AND BACKFILL.
5. AIR RELEASE VALVE ASSEMBLIES PER CITY OF BREA STD PLAN 308 SHALL BE INSTALLED AT ALL HIGH POINTS IN THE WATER SYSTEM. BLOW-OFF HYDRANT PER BREA STD PLAN 307 OR FIRE HYDRANT PER CITY OF BREA STD PLAN 306 SHALL BE INSTALLED AS REQUIRED BY CITY ENGINEER AT THE END OF DEAD END CUL-DE-SACS PER CITY OF BREA STD PLAN 307. ALL PIPES AND FITTINGS SHALL BE CONSTRUCTED WITH THRUST BLOCKS OR RESTRAINT PER CITY OF BREA STD PLAN 312. ALL NEW WATER FACILITIES SHALL BE PRESSURE TESTED AND DISINFECTED PER AWWA STANDARDS.
6. CONCRETE SHALL BE THE CLASS INDICATED ON THE STANDARD PLAN OR CLASS 470-C-2500, PER REQUIREMENTS OF SECTION 201-1, "PORTLAND CEMENT CONCRETE" OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION). ABOVE-GROUND CONCRETE SHALL BE FLOATED TO A FLAT SURFACE, STEEL TROWEL FINISHED, AND EDGED TO A ONE-HALF INCH (1/2 ") RADIUS.



GENERAL NOTES - WATER SYSTEM

APPROVED:

CITY ENGINEER

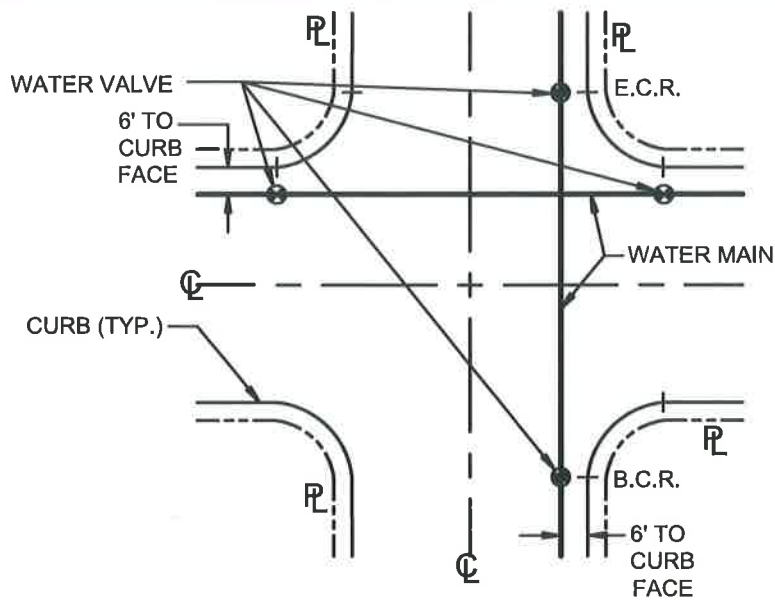
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STD. PLAN NUMBER

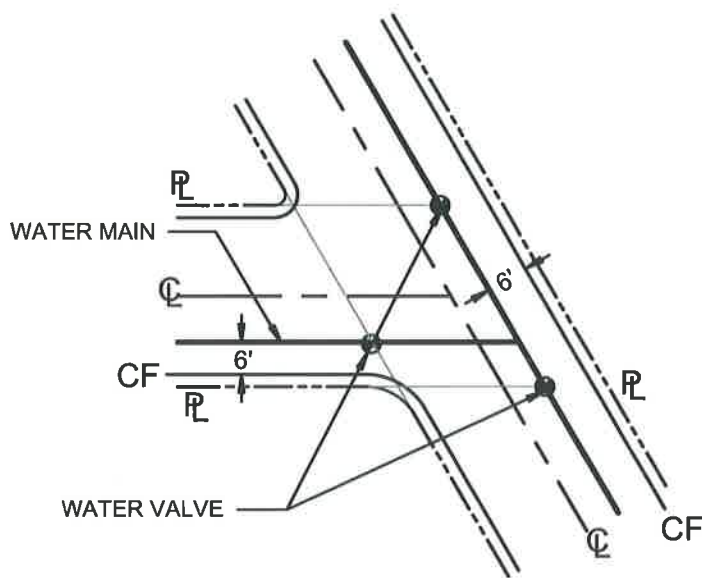
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SHEET 3 OF 3

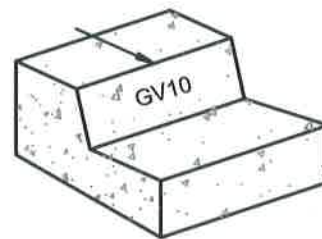
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ARTERIAL HIGHWAYS



LOCAL STREETS/ ALLEYS



DETAIL A

NOTES: SEE SHEET 2



MAIN LINE WATER VALVES

APPROVED:

Rekanti
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

302-0

SHEET 1 OF 2

FOR BIDDING PURPOSES ONLY

NOTES:

1. WATER VALVES SHALL BE INSTALLED AT EACH STREET INTERSECTION AND ON EACH PIPE RUN. THE VALVE SHALL BE LOCATED ON THE PROPERTY LINE EXTENDED FOR STREETS AND ALLEYS OR OPPOSITE CURB RETURNS ON ARTERIAL HIGHWAYS, SEE FIGURES ABOVE.
2. THE MAXIMUM DISTANCE BETWEEN VALVES SHALL BE 600' (FEET). VALVES SHALL BE EQUALLY SPACED BETWEEN INTERSECTIONS OR CONNECTIONS.
3. WHERE WATER MAIN IS IN AN EASEMENT, THE MAIN SHALL HAVE A WATER VALVE AT EACH END OF THE EASEMENT.
4. ANY VALVE SET OTHER THAN ABOVE SHALL BE MARKED WITH AN ARROW CHISELED ON THE CURB TOP AND THE MEASUREMENT FROM THE CURB SHALL BE CHISELED ON THE FACE. SEE DETAIL "A" ON SHEET 1.
5. ALL WATER VALVES SHALL BE RESILIENT SEATED GATE VALVES, MANUFACTURED PER AWWA C509. VALVES SHALL BE NON-RISING STEM, OPEN COUNTERCLOCKWISE, WITH MEGALUG JOINTS. VALVES SHALL BE EPOXY LINED AND COATED AND HAVE 316 STAINLESS STEEL HARDWARE.
6. WATER VALVES FOR STATIC PRESSURE OVER 150PSI SHALL BE IRON BODY, BRONZE MOUNTED VALVES (IBBM) PER AWWA C500 OR AS SPECIFIED BY THE CITY ENGINEER.
7. A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE AND SHALL BE BROUGHT TO FINISH GRADE AT COMPLETION OF PAVING PER CITY OF BREA STD PLAN 309.
8. THRUST BLOCKS OR RESTRAINT SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF BREA STD PLAN 312.
9. TAPPING SLEEVES SHALL BE MJ TYPE CONFORMING TO AWWA C110 AND C111. ALL SURFACES SHALL BE EPOXY LINED AND COATED. STAINLESS STEEL TAPPING SLEEVES MUST WITHSTAND A MINIMUM 200 PSI WORKING PRESSURE AND SHALL BE MUELLER H-615 OR H-715 OR EQUAL.

VALVES SHALL BE:

WORKING PRESSURE	ACCEPTABLE VALVES
150 PSI MAX	MUELLER A-2362 E-381 OR APPROVED EQUAL
OVER 150 PSI	MUELLER A-2362 E-381 OR APPROVED EQUAL
TAPPING VALVE	MUELLER H-30455 STAINLESS STEEL FLANGE OR APPROVED EQUAL



MAIN LINE WATER VALVES

APPROVED:

CITY ENGINEER

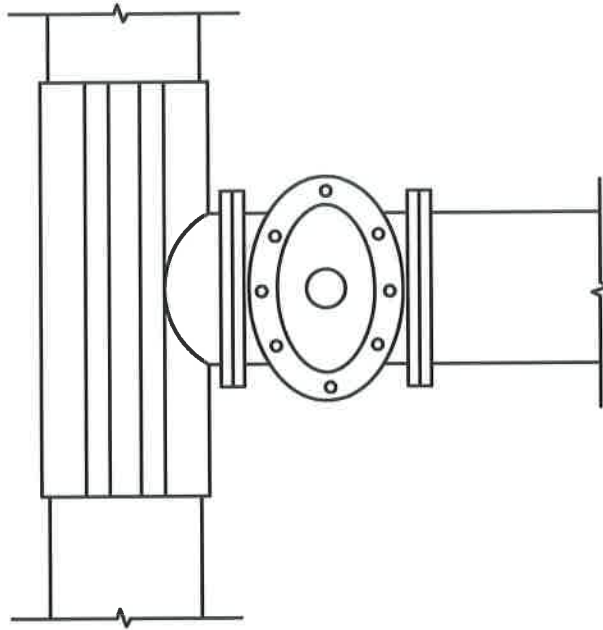
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STD. PLAN NUMBER

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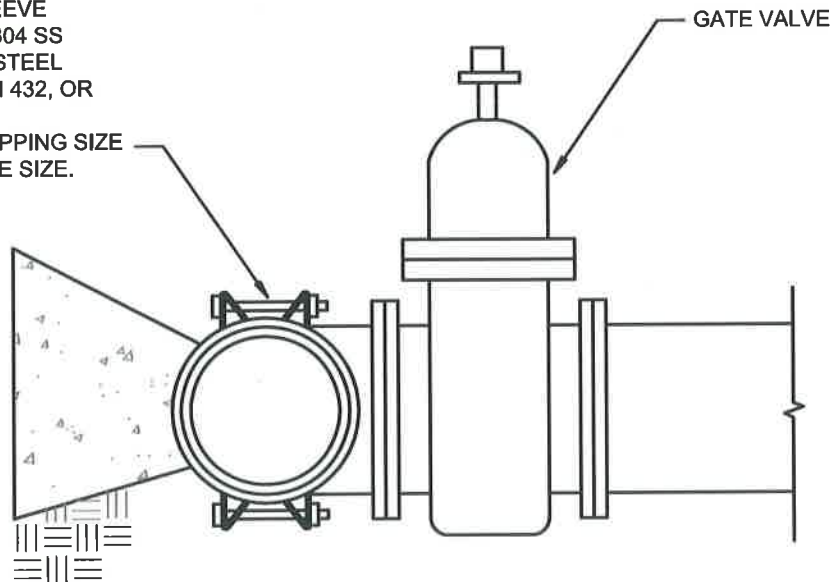
SHEET 2 OF 2

FOR BIDDING PURPOSES ONLY



PLAN VIEW

STAINLESS STEEL
TAPPING SLEEVE
MUELLER H-304 SS
(STAINLESS STEEL
FLANGE) JCM 432, OR
EQUAL.
MAXIMUM TAPPING SIZE
SAME AS PIPE SIZE.



THRUST BLOCK PER BREA
STD 312

PROFILE VIEW



TAPPING VALVE DETAIL

APPROVED:

CITY ENGINEER

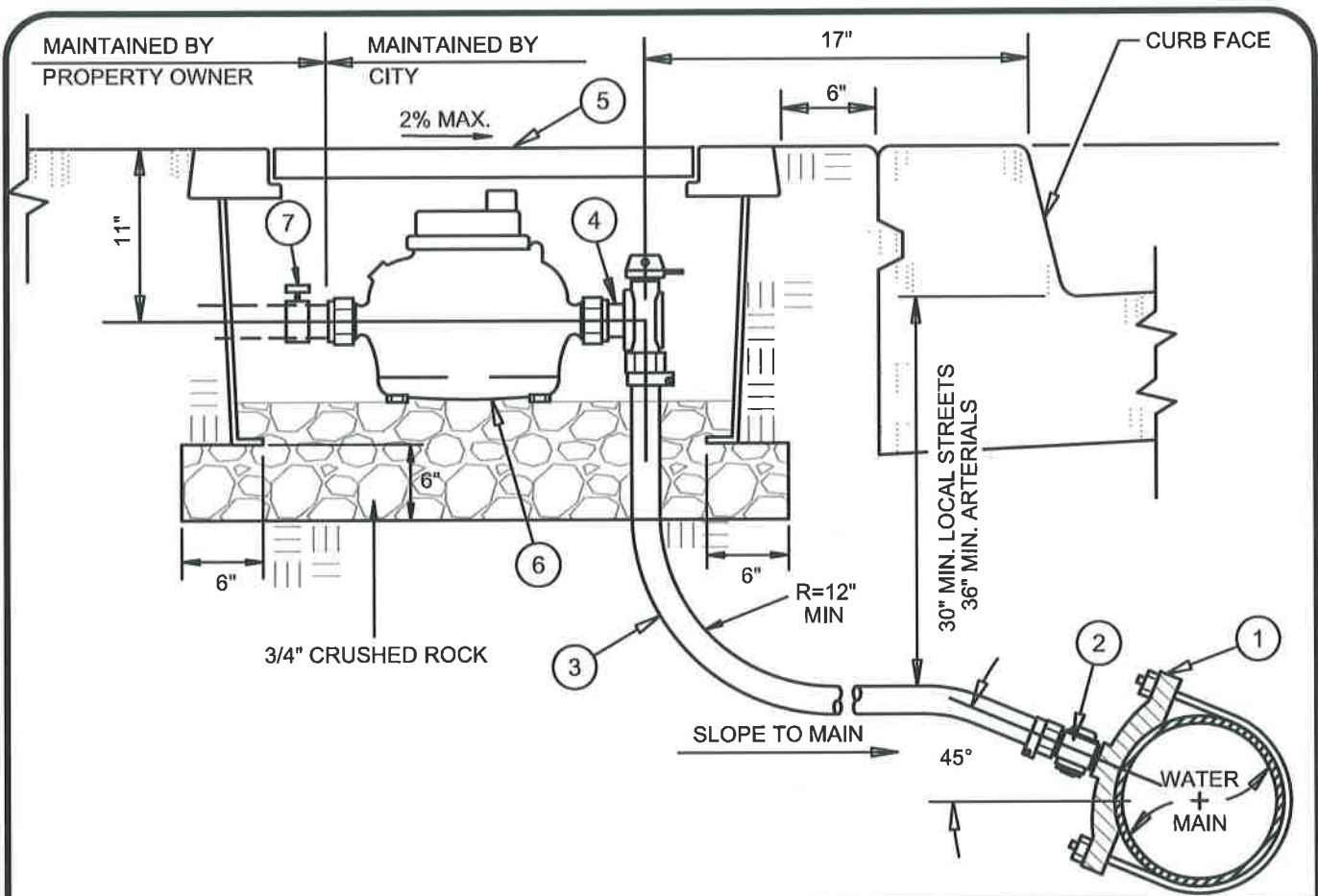
DATE: 10-15-2013

STD. PLAN NUMBER

303-0

SHEET 1 OF 1

FOR BIDDING PURPOSES ONLY



	ITEM DESCRIPTION	MANUFACTURER	MODEL NO.
①	DOUBLE STRAP SADDLE	MUELLER FORD OR EQUAL	BR2B SERIES
②	CORPORATION STOP	MUELLER OR EQUAL	B-25028-N
③	COPPER TUBING	TYPE K	
④	ANGLE METER STOP	MUELLER OR EQUAL	B-24258-1-3-N
⑤	METER BOX (POLYMER)	J&R CONCRETE OR EQUAL	PW4 1/2 - 2 PC PW4 1/2 - RL
⑥	METER (DOMESTIC) AS PER BREA STD PLAN 305	MUELLER SYSTEMS OR EQUAL	METER SUPPLIED BY THE CITY AT CONTRACTOR'S EXPENSE
⑦	CUSTOMER VALVE	MUELLER OR EQUAL	B-24351-411-N B-20298 (HANDLE)



CITY OF BREA

WATER SERVICE AND METER (1")

APPROVED:

[Signature]
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

304-0

SHEET 1 OF 2

FOR BIDDING PURPOSES ONLY

NOTES:

1. $\frac{5}{8}$ " OR $1\frac{1}{2}$ " OR $2\frac{1}{2}$ " SIZE SERVICES ARE NOT PERMITTED.
2. SERVICE TO EACH LOT SHALL BE INSTALLED PRIOR TO STREET PAVING. SERVICE SHALL BE PERPENDICULAR TO STREET CENTERLINE OR AS INDICATED ON PLANS.
3. NO CONNECTION OR TAP SHALL BE PLACED LESS THAN 18" (INCHES) FROM A VALVE, PIPE BELL OR ADJACENT CONNECTIONS.
4. A "W" SHALL BE CHISELED ON THE CURB FACE, MARKING SERVICES AFTER ANGLE METER STOP HAS BEEN BROUGHT TO GRADE.
5. METER SHALL BE INSTALLED WITH FULL RUBBER WASHERS. METER SHALL BE READ IN CUBIC FEET.
6. THE CONTRACTOR SHALL FURNISH THE CITY WITH "AS BUILT" PLANS SHOWING LOCATION OF METER AND SERVICE CONNECTIONS.
7. ALL METER BOX COVERS SHALL BE MARKED "WATER".
8. COPPER TUBING SHALL BE ONE CONTINUOUS PIECE. SPLICING IS NOT PERMITTED.
9. ALL METER FITTINGS SHALL BE COMPRESSION JOINTS.



CITY OF BREA

WATER SERVICE AND METER (1")

APPROVED:

[Signature]
CITY ENGINEER

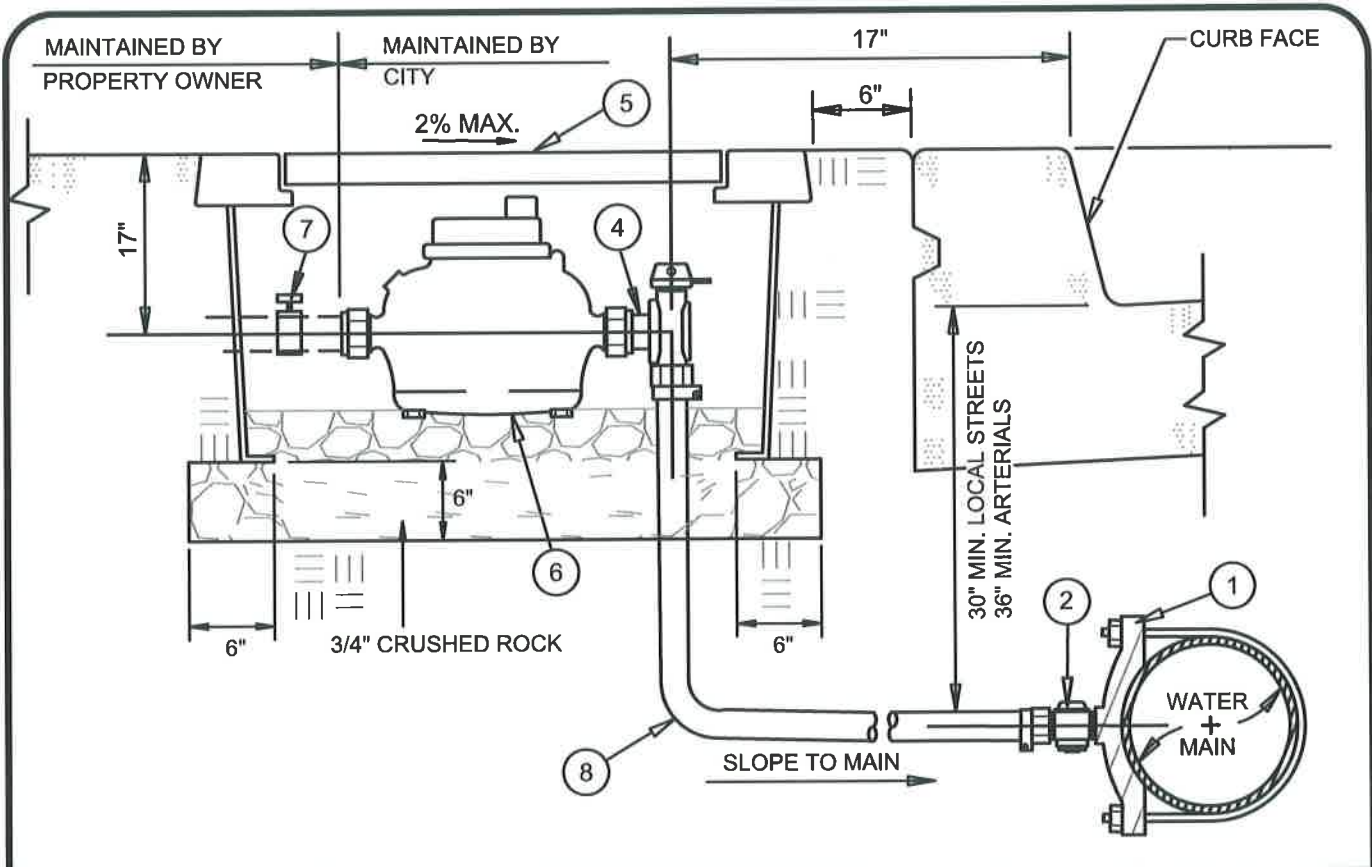
DATE: 10-15-2013

STD. PLAN NUMBER

304-0

SHEET 2 OF 2

FOR BIDDING PURPOSES ONLY



ITEM DESCRIPTION		MANUFACTURER	MODEL NO.
①	DOUBLE STRAP SADDLE	MUELLER OR EQUAL	BR2B SERIES
②	CORPORATION STOP	MUELLER OR EQUAL	B-25028-N
③	COPPER TUBING	TYPE K	
④	ANGLE METER STOP	MUELLER OR EQUAL	B-24276-3-N
⑤	METER BOX (POLYMER)	J&R CONCRETE OR EQUAL	PW4 1/2 - 2 PC PW4 1/2 - RL
⑥	METER (DOMESTIC) TO BE SUPPLIED BY CITY AT CONTRACTOR'S EXPENSE	MUELLER SYSTEMS OR EQUAL	METER TO BE SUPPLIED BY CITY AT CONTRACTOR'S EXPENSE
⑦	CUSTOMER VALVE	MUELLER OR APPROVED EQUAL	BH-10298 (HANDLE) B-24337-41-N
⑧	SERVICE FITTING (90°)	MUELLER	H-15526N



WATER SERVICE AND METER (2")

APPROVED:

R. R. R. R.
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

305-0

SHEET 1 OF 2

FOR BIDDING PURPOSES ONLY

NOTES:

1. $\frac{5}{8}$ " OR $1\frac{1}{2}$ " OR $2\frac{1}{2}$ " SIZE SERVICES ARE NOT PERMITTED.
2. SERVICE TO EACH LOT SHALL BE INSTALLED PRIOR TO STREET PAVING. SERVICE SHALL BE PERPENDICULAR TO STREET CENTERLINE OR AS INDICATED ON PLANS.
3. NO CONNECTION OR TAP SHALL BE PLACED LESS THAN 18" (INCHES) FROM A VALVE, PIPE BELL OR ADJACENT CONNECTIONS.
4. A "W" SHALL BE CHISELED ON THE CURB FACE, MARKING SERVICES AFTER ANGLE METER STOP HAS BEEN BROUGHT TO GRADE.
5. METER SHALL BE INSTALLED WITH FULL RUBBER WASHERS. METER SHALL BE READ IN CUBIC FEET.
6. THE CONTRACTOR SHALL FURNISH THE CITY WITH "AS BUILT" PLANS SHOWING LOCATION OF METER AND SERVICE CONNECTIONS.
7. ALL METER BOX COVERS SHALL BE MARKED "WATER".
8. COPPER TUBING SHALL BE ONE CONTINUOUS PIECE. SPLICING IS NOT PERMITTED.
9. IRRIGATION METERS SHALL ONLY BE USED WHERE NO LOW FLOW DEMANDS ARE ANTICIPATED.
10. ALL METER SERVICE LINE FITTINGS SHALL BE COMPRESSION JOINTS.
11. METER 2" AND ABOVE SHALL BE FURNISHED WITH A $1\frac{1}{2}$ " OR 2" I.P. METER TESTING TAP AND BRASS PLUG.
12. ALL NUTS AND BOLTS FOR FLANGED ANGLE METER STOP AND CUSTOMER VALVE SHALL BE 316 SS.



CITY OF BREA

WATER SERVICE AND METER (2")

APPROVED:

[Signature]
CITY ENGINEER

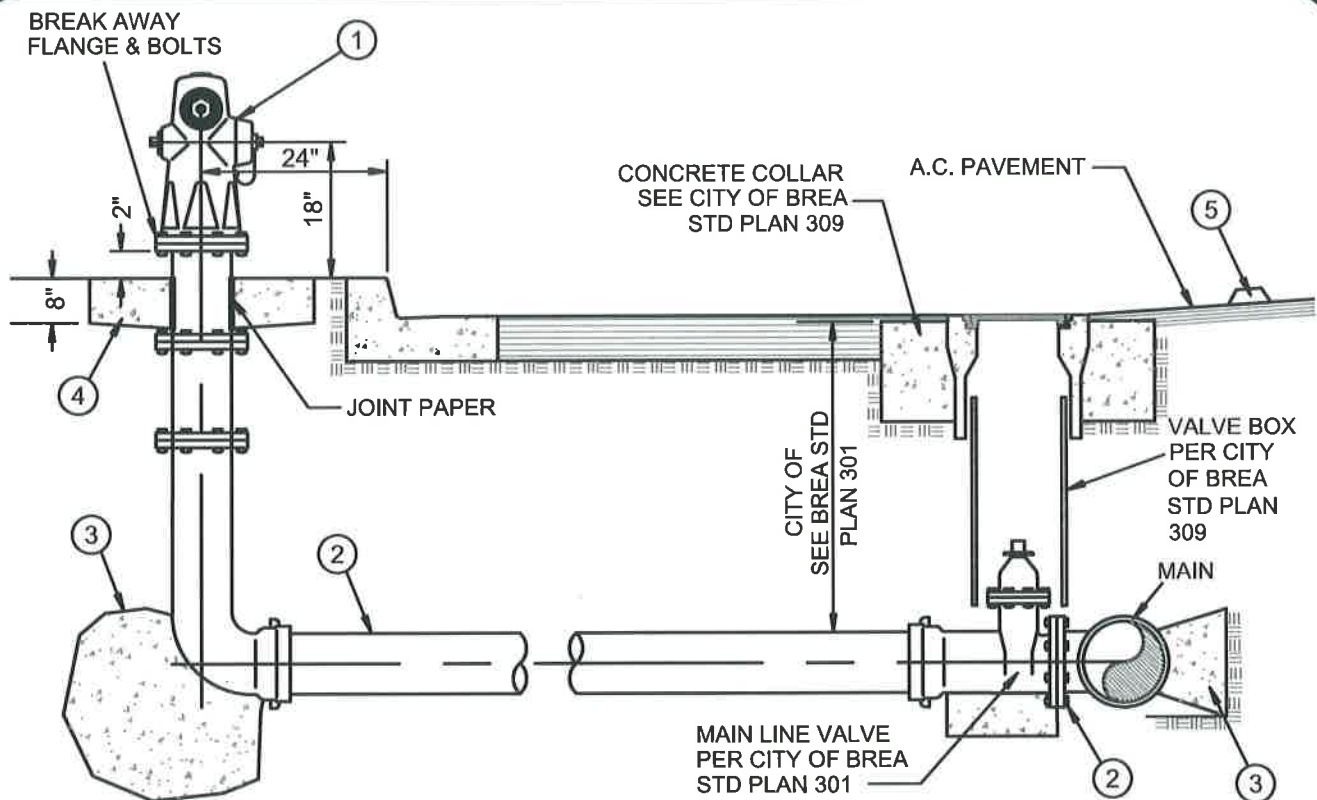
DATE: 10-15-2013

STD. PLAN NUMBER

305-0

SHEET 2 OF 2

FOR BIDDING PURPOSES ONLY



- ① 6" FIRE HYDRANT WITH EXTENSIONS, WITH 4" PUMPER OUTLET (ORIENTED TO THE CURB) AND TWO 2-1/2" (INCH) OUTLETS. FIRE HYDRANT SHALL BE MUELLER A-423 SUPER CENTURION 250, MUELLER A-442 MODERN CENTURION OR EQUAL.
- ② 6" WATER MAIN, ALL JOINTS RESTRAINED PER CITY OF BREA STD PLAN 312.
- ③ CONCRETE THRUST BLOCK PLACED AGAINST UNDISTURBED TRENCH WALLS.
- ④ 36" SQ. CONCRETE (470-C-2500) COLLAR (IN LANDSCAPED AREAS ONLY).
- ⑤ BLUE RAISED PAVEMENT MARKER, LOCATED PER SHEET 2 OF THIS DETAIL OR AS DIRECTED BY THE CITY ENGINEER.
- ⑥ DRAIN HOLES SHALL BE PLUGGED AT BOTTOM OF THE HYDRANT.

NOTES:

1. INSTALL JOINT PAPER AROUND PIPE HYDRANT WHEN INSTALLED IN SIDEWALK.
2. PAINT THE FIRE HYDRANT WITH ONE (1) COAT RED OXIDE PRIMER AND TWO (2) COATS OF STANDARD SILVER ENAMEL. PAINT THE BONNET AND SIDE CAPS WITH TWO (2) COATS OF IRISH GREEN ENAMEL.
3. MAINTAIN A CLEAR ZONE, MINIMUM 4' BEHIND AND 8' TO EACH SIDE OF FIRE HYDRANT.
4. FIRE HYDRANT SHALL BE LOCATED AT LEAST 5' OUTSIDE OF CURB RETURN AND 5' OUTSIDE OF THE TOP OF DRIVEWAY DEPRESSION.
5. FIRE HYDRANT SHALL BE LOCATED AT THE END OF CUL-DE-SAC STREETS OR DEAD END MAINS.



FIRE HYDRANT ASSEMBLY

APPROVED:

CITY ENGINEER

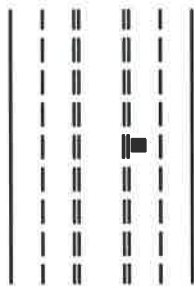
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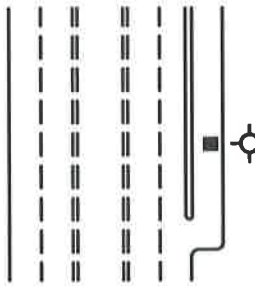
306-0

SHEET 1 OF 2

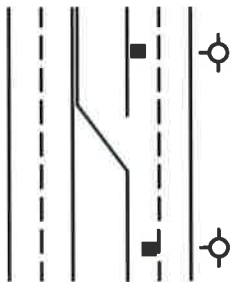
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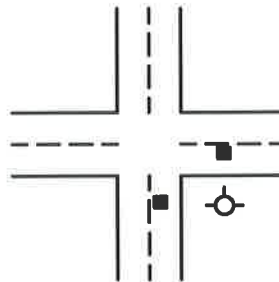
**1. STREET WITH
LEFT TURN LANE**
MARKER TO BE PLACED 6"
AWAY FROM DOUBLE LINE
ON HYDRANT SIDE (NOT
ON THE LINES).



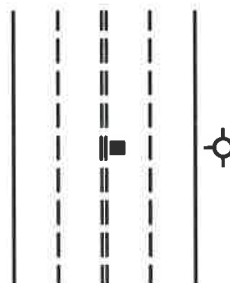
**5. STREETS AND
FRONTAGE ROADS**
MARKER TO BE PLACED 6"
OFF CENTER LINE OF
FRONTAGE ROAD ON
HYDRANT SIDE.



**2. STREET WITH
LEFT TURN POCKET**
MARKER TO BE PLACED
6" AWAY FROM THE LINE
AS SHOWN.



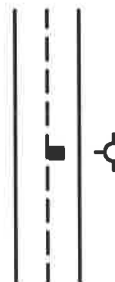
**6. INTERSECTION
WITH CORNER
HYDRANT**
MARKERS TO BE PLACED
6" OFF CENTERLINE ON
HYDRANT SIDE FOR BOTH
STREETS.



**4. STREET WITH
DOUBLE CENTER LINES**
MARKER TO BE PLACED 6"
AWAY FROM DOUBLE LINES
ON HYDRANT SIDE.



**7. CUL-DE-SAC AND
F.D.C.**
MARKERS TO BE PLACED
6" OFF CENTERLINE ON
HYDRANT SIDE.



**8. RESIDENTIAL
STREETS**
MARKERS TO BE PLACED
6" OFF CENTERLINE ON
HYDRANT SIDE.

LEGEND

⊙ FIRE HYDRANT (1 MARKER)

⊙ FIRE DEPARTMENT CONNECTION (2 MARKERS)

■ BLUE MARKER



FIRE HYDRANT ASSEMBLY

APPROVED:

[Signature]
CITY ENGINEER

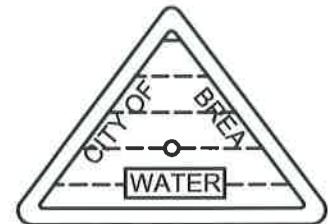
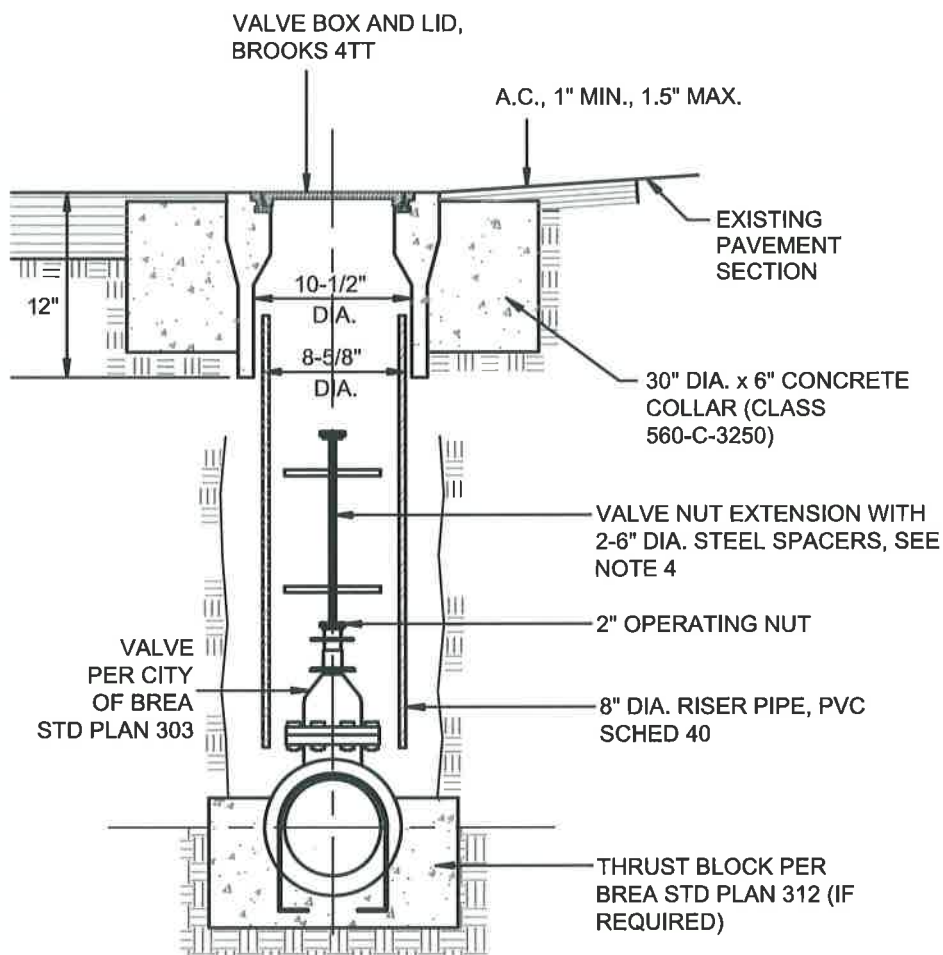
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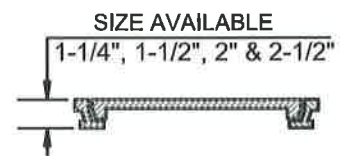
306-0

SHEET 2 OF 2

FOR BIDDING PURPOSES ONLY



COVER PLAN



RISER RING

NOTES:

1. ADJUST CAP, FLUSH TO FINISHED STREET GRADE.
2. RISER PIPE MUST BE INSTALLED PLUMB AND SHALL BE CENTERED ON THE OPERATING NUT.
3. VALVE SIZE, STATION AND LOCATION SHALL BE SHOWN ON PLANS.
4. VALVE NUT EXTENSION IS REQUIRED IF VALVE NUT IS GREATER THAN 5' (FEET) BELOW SURFACE. VALVE NUT EXTENSION TO BE 2" (INCH) SQUARE AND 2' (FEET) TO 3' (FEET) BELOW SURFACE. EXTENSION SHALL BE EPOXIED ON THE OUTSIDE OF THE METAL.



VALVE BOX ASSEMBLY

APPROVED:

CITY ENGINEER

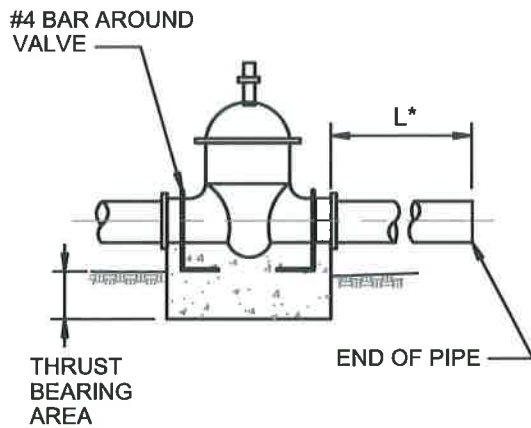
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STD. PLAN NUMBER

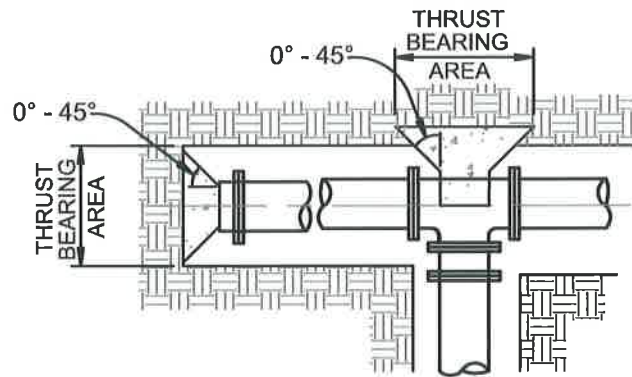
309-0

SHEET 1 OF 1

FOR BIDDING PURPOSES ONLY

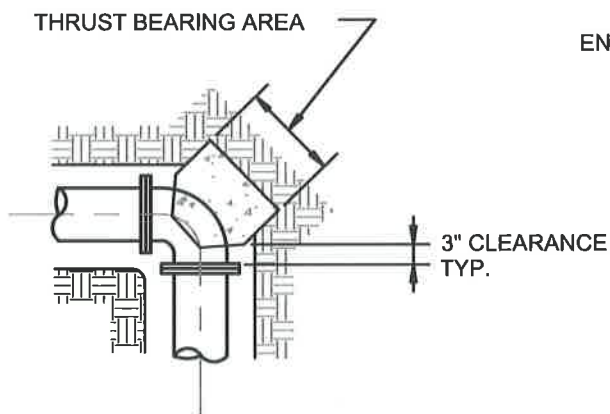


VALVE

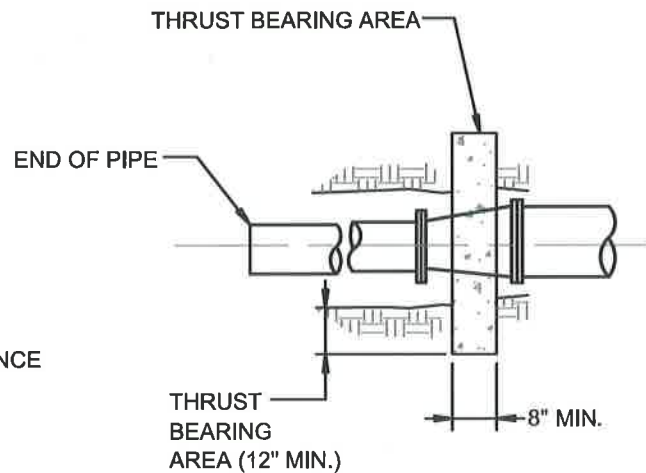


TEE OR CAP
PLAN VIEW

* THRUST BLOCK IS NOT REQUIRED IF "L" MINIMUM LENGTH FOR "L1" 90° UPPER BEND IS PER SHEET 3.



BEND



REDUCER
PLAN VIEW

* THRUST BLOCK IS NOT REQUIRED IF "L" MINIMUM LENGTH OF "L1" IS PER SHEET 3.

NOTES: SEE SHEET 2



THRUST BLOCK AND RESTRAINT

APPROVED:

CITY ENGINEER

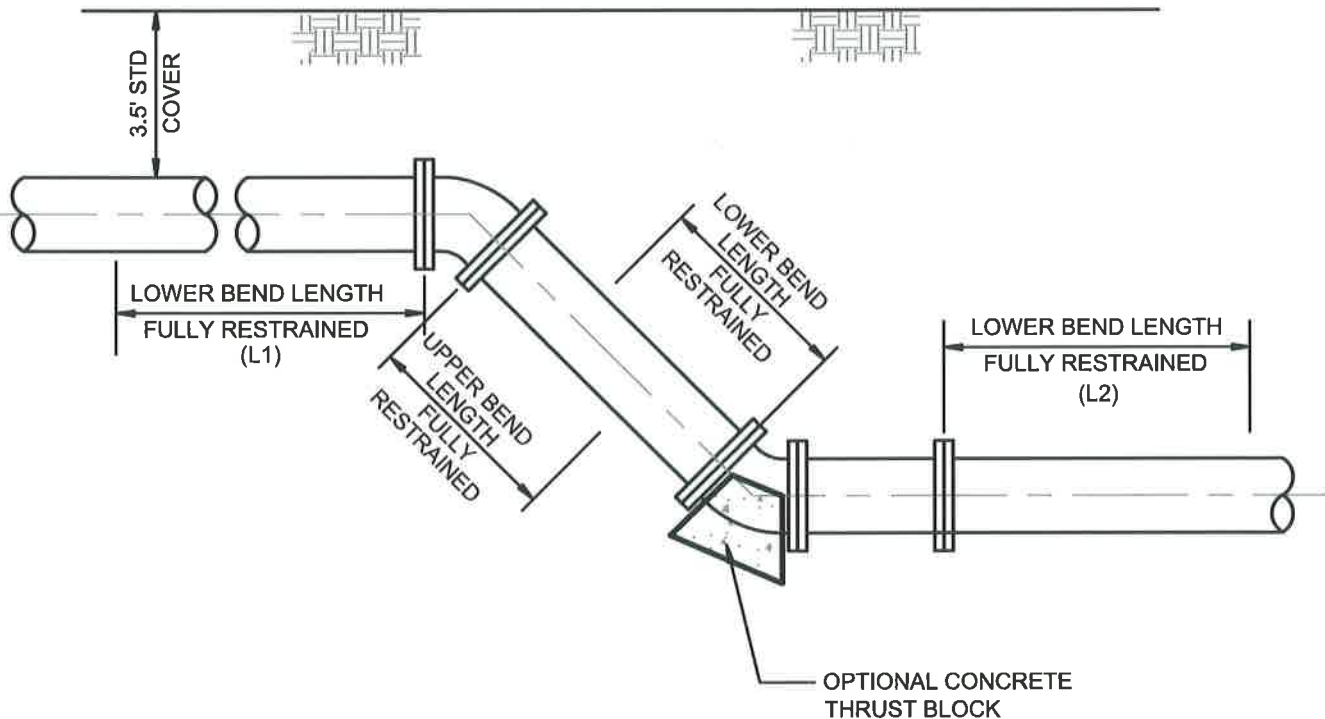
DATE: 10-15-2013

STD. PLAN NUMBER

312-0

SHEET 1 OF 3

FOR BIDDING PURPOSES ONLY



VERTICAL BEND

NOTES:

1. ALL FITTING OR PIPE JOINTS WITHIN LENGTH INDICATED ON SHEET 3 SHALL BE FULLY RESTRAINED.
2. LOWER BEND CAN BE RESTRAINED USING A THRUST BEARING CONCRETE BLOCK PER SHEET 3.
3. PAINT THE POST AND CONCRETE FOUNDATION WITH SIGNAL YELLOW COLOR PAINT.



THRUST BLOCK AND RESTRAINT

APPROVED:

[Signature]
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

312-0

SHEET 2 OF 3

FOR BIDDING PURPOSES ONLY

THRUST BEARING AREA (SF)

PIPE SIZE		4"	6"	8"	10"	12"
TEST PRESSURE (PSI)		225				
BENDS	90°	4	8	*	*	*
	45°	2	5	8	*	*
	22.5°	2	3	4	6	8
	11.25°	2	2	2	3	4
	TEE	3	6	10	*	*
	VALVE/CAP	3	6	10	*	*
	REDUCER	AREA = TEE DIA.1 -TEE DIA.2				

TABLES BASED ARE ON SOIL BEARING VALUE OF 1500 PSF AND SOIL DENSITY OF 120 PCF AND 3.5' (FEET) COVER.

TEST PRESSURE = 150% OF MAXIMUM DESIGN PRESSURE OF 150 PSI = 225 PSI

CALCULATIONS MUST BE APPROVED BY CITY ENGINEER FOR OTHER SOIL BEARING VALUES OR DESIGN PRESSURES.

* USE RESTRAINED JOINTS, SEE NOTE 4 BELOW

VERTICAL ANCHOR (FT)

UPPER BEND LENGTH (L1)

PIPE SIZE		4"	6"	8"	10"	12"
TEST PRESSURE (PSI)		225				
BENDS	90°	46	66	85	105	122
	45°	19	27	35	43	51
	22.5°	9	13	17	21	24
	11.25°	5	7	8	10	12

LOWER BEND LENGTH (L2)

4"	6"	8"	10"	12"
225				
15	22	28	35	41
6	9	12	14	17
3	4	6	7	8
2	2	3	4	4

LENGTH "L" EQUALS RESTRAINED LENGTH FOR 90° UPPER BEND

NOTES:

1. THRUST BLOCKS MUST BE POURED AGAINST FIRM, UNDISTURBED NATIVE SOIL.
2. CONCRETE FOR THRUST BLOCKS SHALL BE OF CLASS 380-C-2000. CONCRETE SHALL HAVE A MINIMUM THICKNESS OF 8". CONCRETE SHALL NOT BE POURED WITHIN 3" OF ANY JOINT.
3. EXPOSED REINFORCING STEEL SHALL BE COVERED IN KOPPERS, BITUMASTIC OR EQUAL.
4. RESTRAINED JOINTS CAN BE USED IN LIEU OF THRUST BLOCKS AS FOLLOWS:
 - A) HORIZONTAL BEND RESTRAINT AS INDICATED BY LOWER BEND LENGTH.
 - B) VALVE, DEAD-END, OR TEE BRANCH RESTRAINT AS INDICATED BY 90° UPPER BEND LENGTH.



THRUST BLOCK AND RESTRAINT

APPROVED:

CITY ENGINEER

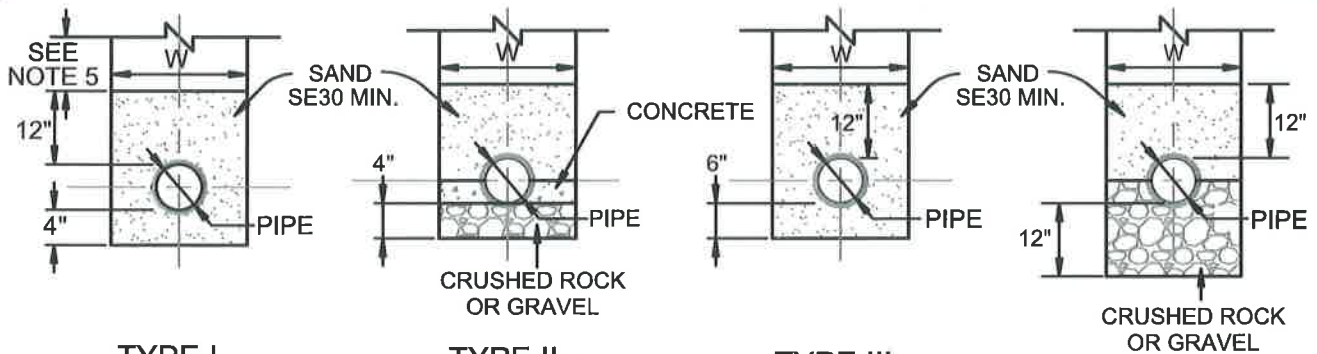
DATE: 10-15-2013

STD. PLAN NUMBER

312-0

SHEET 3 OF 3

FOR BIDDING PURPOSES ONLY



TYPE I
FIRM, UNYIELDING
GROUND. STANDARD

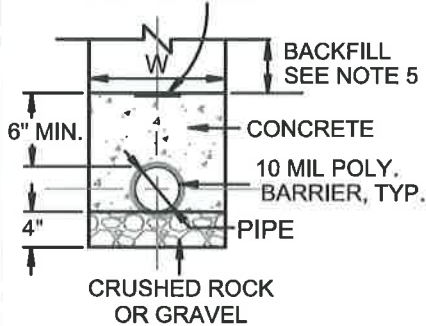
TYPE II
FIRM, UNYIELDING
GROUND (EXTRA)

TYPE III
ROCKY, POOR
SUB-BASE

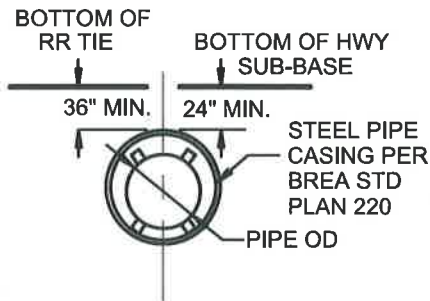
TYPE IV
UNSTABLE, YIELDING
GROUND; WET.

BEDDING

LOCATE 2" METAL TAPE
MARKED "WATER", TYP.
FOR ALL CASES



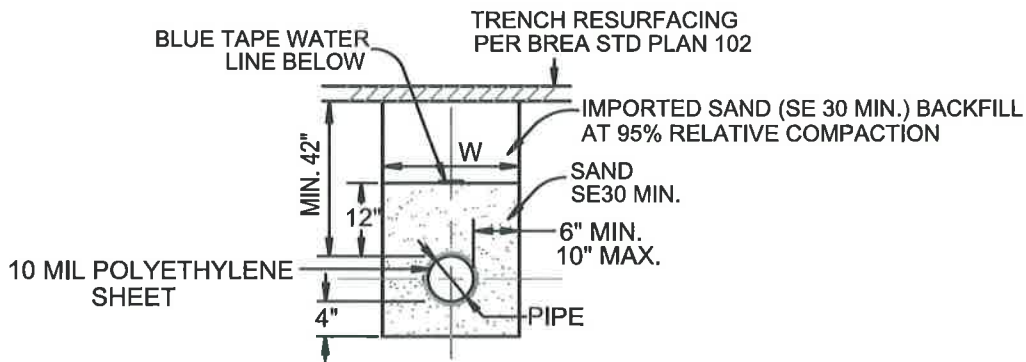
**CONCRETE
ENCASEMENT**
STANDARD



NOMINAL PIPE DIA. /OD (IN)	STEEL CASING DIA. (IN)	WALL THICKNESS
6"	18"	3/8"
8"	18"	3/8"
10"	22"	3/8"
12"	26"	3/8"
15"	30"	1/2"
18"	34"	1/2"

PIPE CASING

UNDER RAILROAD OR HIGHWAY
OR WITHIN 10' (FEET) OF STRUCTURE



TYPICAL WATER TRENCH DETAIL

NOTES: SEE SHEET 2.



PIPE BEDDING AND ENCASEMENT

APPROVED:

CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

313-0

SHEET 1 OF 2

FOR BIDDING PURPOSES ONLY

NOTES:

1. ALL TRENCHING AND CONSTRUCTION OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE CALIFORNIA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
2. TRENCH WIDTH DIMENSION "W" SHALL BE A MINIMUM OF THE PIPE GREATEST O.D. PLUS 12" (INCHES) AND A MAXIMUM OF O.D. PLUS 20" (INCHES) TO A POINT 12" (INCHES) ABOVE TOP OF PIPE.
3. WHEN "W" HAS BEEN EXCEEDED OR ABNORMAL SOIL CONDITIONS EXIST, THE CITY ENGINEER MAY REQUIRE CONSTRUCTION USING TYPE II, III, OR IV BEDDING.
4. UTMOST CARE MUST BE TAKEN TO THOROUGHLY COMPACT THE MATERIAL BELOW THE SPRINGLINE OF THE PIPE.
5. BACKFILL SHALL BE SAND (SE 30 MIN.) OR GRAVEL, FREE FROM LARGE ROCKS, LUMPS, OR ORGANIC MATERIAL, AND COMPACTED TO THE REQUIRED RELATIVE DENSITY. 1-1/2 SACK CEMENT-SAND SLURRY BACKFILL SHALL BE USED WHEN DIRECTED BY THE CITY ENGINEER IN TUNNELS, UTILITY CROSSINGS OF EXISTING TRAVEL WAYS AND IN ALL ARTERIAL HIGHWAYS.
6. CONCRETE ENCASEMENT IS REQUIRED WHEN THE PIPE COVER IS LESS THAN 42 INCHES. CONSTRUCTION PLANS MUST DETAIL ANY ENCASEMENT REQUIRED FOR STRUCTURAL PURPOSES.
7. CONCRETE ENCASEMENT AND BEDDING SHALL BE CLASS 380-C-2000 CONCRETE.
8. GROUT SHALL BE ONE PART PORTLAND CEMENT TO SIX PARTS SAND BY VOLUME.
9. PIPE CASING AND JACKING SHALL BE APPROVED BY THE CITY ENGINEER BEFORE CONSTRUCTION.



PIPE BEDDING AND ENCASEMENT

APPROVED:

[Signature]
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

313-0

SHEET 2 OF 2

FOR BIDDING PURPOSES ONLY

APPENDIX B

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 C

INSURANCE AND INDEMNITY REQUIREMENTS

City of Brea Insurance Requirements

Construction Projects

(Capital improvement projects, other construction and remodeling, etc.)

Asbestos Related Projects

(Abatement, removal, etc.)

The insurance requirements below summarize, but do not supersede, the insurance requirements addressed in the body of the Bid Specifications. You are advised to refer to the bid specifications in addition to the information provided below. (Some projects may have different/additional requirements).

It is highly recommended that you consult your insurance carrier(s) or broker(s) to determine in advance of bid submission the availability and cost of insurance as prescribed and provided herein. Failure to comply with the insurance requirements may result in your bid or proposal not being considered for award of contract. While unlikely to be granted, any proposed deviations from the standards listed below will require City pre-approval.

Type of Insurance Coverage	General Liability	Automobile Liability	Workers' Compensation
Required by Contract?	Yes	Yes	Yes
Minimum Limits of Coverage	\$2,000,000 Combined Single Limit Per Occurrence Minimum	\$2,000,000 Combined Single Limit Per Occurrence Minimum	Workers' Compensation to Statutory Limits; \$1,000,000 Employers' Liability Limit
Minimum A.M. Best's Guide Rating / Other Requirements	A / VII	A / VII	A / VII or State Compensation Insurance Fund
Additional Insured Endorsement Required? Need ISO Form Numbered CG 20 10 11 85 or similar	Yes	Yes	No
Waiver of Subrogation Endorsement Required?	Yes	Yes	Yes
Comments	Contract may require higher limits. Any asbestos clean-up will require "Environmental Impairment Liability Insurance" as per contract specifications.	Unless Contractor establishes that no vehicles will be used.	Not needed for sole proprietors or partnerships with no employees.

FOR BIDDING PURPOSES ONLY

APPENDIX D

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

Contractor

By

Title

Date: _____

Note: *This form is required for every Dig Alert
Identification Number issued by U.S.A. during the course
of the Work. Additional forms may be obtained from the
AGENCY upon request*

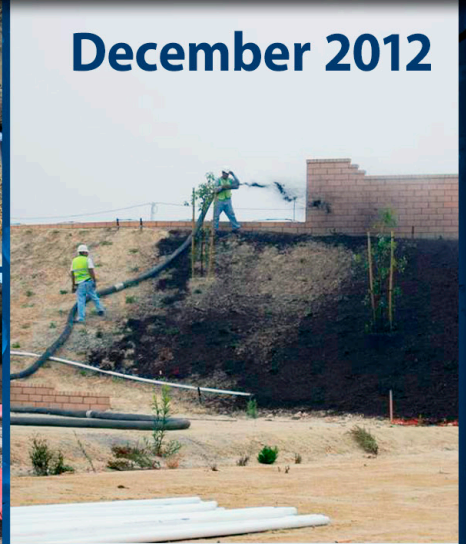
APPENDIX E

NPDES REQUIREMENTS CONSTRUCTION BEST MANAGEMENT PRACTICES

Construction Runoff Guidance Manual

for Contractors, Project Owners, and Developers

December 2012



Orange County Stormwater Program:

A Cooperative Project of the County of Orange,
Cities of Orange County and
Orange County Flood Control District



FOR BIDDING PURPOSES ONLY

Perimeter / Linear Controls:

Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)

Type	Description
	

Table 6: Storm Drain Inlet Protection BMPs

Storm Drain Inlet Protection:

Ponding and/or filtering stormwater to remove pollutants (primarily sediment) from entering the storm drain system.


Type	Description
Storm Drain Inlet Protection	<p>Filtering or ponding of stormwater before it enters a storm drain inlet to reduce the amount of sediment that discharges. Storm drain inlet protection should be implemented at every storm drain inlet that receives runoff from active construction areas. Ponding of sediment laden stormwater can provide the best results if the ponding capacity is appropriate for the tributary drainage area. Ponding may be limited by street traffic constraints. Other sediment controls such as check dams should be used upstream to reduce the amount of sediment that reaches the storm drain inlet protection. After a storm sediment that has settled must be cleaned up. <u>Reference:</u> CASQA SE-10, SE-14.</p> 

Table 7: Sediment Capture BMPs



Sediment Capture: Capturing sediment in channelized stormwater to reduce sediment discharge.	
Type	Description
Sediment Trap / Basin	<p>Constructing a temporary containment area to detain runoff to allow for deposition of sediment prior to stormwater discharge. Sediments traps / basins are effective when implemented within the downstream section of a construction site or at discharge points. Sediment traps can be effectively implemented throughout a large construction site. Sediment basins can efficiently be developed at locations where future post-construction basins will be utilized. Sediment traps should only be used for tributary drainage areas below 5 acres. Sediment basins should be used for tributary drainage areas between 5 and 75 acres. Sediment traps / basins can be large and may not be suitable for small construction projects. Sediment traps / basins should be sized by a Registered Civil Engineer to ensure they have sufficient capacity. Sediment traps / basins should not hold water for longer than 72 hours. Local agencies may have stricter vector control and child safety fence requirements. Typically dikes, swales, or piping are required to direct runoff to traps / basins. <u>Reference:</u> CASQA SE-2, SE-3</p> 
Check Dams	<p>Constructing small barriers along a swale or channel to reduce channel erosion and allow for deposition of sediment. Check dams are effective for sediment control within un-stabilized concentrated flow paths on the construction site such as swales, ditches, or channels. Typically, check dams are constructed of rock, sand / gravel bags or fiber rolls. Effective check dams will collect sediment behind each check dam which must be removed regularly to maintain the performance of the check dam. Check dams should not be constructed with straw bales or silt fence. <u>Reference:</u> CASQA SE-4, SE-5, SE-6, SE-8</p>

Table 8: Street Cleaning BMPs

Street Cleaning: Cleaning streets and other paved areas that have collected sediment and/or debris to prevent it from entering the storm drain system.	
Type	Description
Street Sweeping and Vacuuming	<p>Cleaning sediment from streets and roadways to reduce the potential discharge to storm drain inlets or receiving waters. Sweeping and vacuuming should be implemented on all paved areas within and adjacent to construction sites. Inspect and maintain areas subject to sediment tracking on a daily basis. Utilize methods that collect and remove sediment instead of methods that simply spread the sediment around. <u>Reference:</u> CASQA SE-7</p> 

3.4.3 Wind Erosion Control (WE)

Wind Erosion Control is any practice that protects the soil surface and prevents the soil particles from being detached by wind. Wind Erosion Control is also referred to as dust control.

Table 9: Wind Erosion Control BMPs

Wind Erosion Control: Covering or wetting exposed soil to prevent erosion by-way-of wind.	
Type	Description
Wind Erosion Control	<p>Preventing wind from causing erosion or dust. Examples include: wet suppression, chemical dust suppression, covering exposed sediment, and minimizing disturbed area through scheduling. Wind erosion control should be implemented at every construction project throughout all disturbed areas. Wet suppression is sufficient for most projects if implemented regularly. Other requirements (Clean Air Act, Air Quality Management Districts, etc.) typically address wind erosion control. Chemical dust suppression should only be implemented when it will have no negative environmental impacts. <u>Reference:</u> CASQA WE-1</p>

Wind Erosion Control:

Covering or wetting exposed soil to prevent erosion by-way-of wind.

Type	Description
	

3.4.4 Tracking Control (TC)

Tracking Control is any practice that prevents or reduces the amount of sediment that is tracked to paved areas from unpaved areas by vehicles or construction equipment.


Table 10: Tracking Control BMPs


Tracking Control: Reducing the amount of sediment that leaves the site from vehicles and construction equipment.	
Type	Description
Stabilized Construction Entrance / Exit	<p>Constructing a stabilized surface where sediment can be dislodged from vehicle and equipment tires before being tracked onto off-site paved roads. Stabilized construction entrance / exits should be implemented at every construction project to prevent sediment tracking from the site. Stabilized construction entrances / exits should be 50 feet or more in length. The most common method is to place 3-6 inch rock at least 1 foot high over filter fabric. Additional rock may need to be added as sediment accumulates. Rumble plates can be added for additional sediment removal. Tracking controls are a minimum BMP requirement of the CGP. <u>Reference:</u> CASQA TC-1</p> 

3.4.5 Non-Stormwater Management (NS)

Non-stormwater management is any practice that limits or reduces potential pollutants at their source before they are exposed to stormwater. Non-stormwater management typically involves day-to-day operations of the construction site and is usually under the control of the contractor. Non-stormwater management is often referred to as good housekeeping practices.

Table 11: Non-Stormwater Management BMPs


Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	Description
Vehicle and Equipment Pollution Prevention	<p>Preventing, containing, and disposing of pollutants from cleaning, fueling, and maintaining vehicles and equipment. Vehicle and equipment pollution prevention should occur at every construction project that cleans, fuels, or maintains vehicles or equipment. All cleaning, fueling, and maintenance performed on the site should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Avoid “topping-off” of fuel tanks. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Use drip pans or a secondary containment area for fueling and maintenance. Inspect for equipment leaks daily. Prevent wash water from entering storm drain system. <u>Reference:</u> CASQA NS-8, NS-9, NS-10</p> 
Dewatering Operations	<p>Managing and/or treating the discharge of accumulated stormwater or non-stormwater (groundwater or water used during construction activities) to prevent unauthorized discharge. Dewatering operations should be implemented for any discharge of accumulated stormwater or non-stormwater. Primary concern with accumulated stormwater is sediment. Common methods for reducing sediment from a discharge are sediment traps / basins, weir tanks, dewatering tanks, filter bags / socks, media / cartridge filters. Risk Level and LUP Type 2 and 3 projects must sample accumulated stormwater discharge. As an alternative, accumulated stormwater can be pumped to another area on the site for infiltration to eliminate the need to discharge. Non-stormwater discharges typically require a separate discharge permit. An example of a dewatering filter bag for stormwater dewatering discharges is provided below. <u>Reference:</u></p>

Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	Description
	<p>CASQA NS-2</p> 
Paving and Grinding Operations	<p>Managing paving and grinding operations to reduce the potential for pollutant discharge. Paving and grinding operations should be implemented at every construction project that involves paving, resurfacing, or saw cutting. Avoid paving operations when rain is forecasted. Grindings, saw-cutting slurry, and waste / debris must be collected and recycled or properly disposed of; none of this should be allowed to enter the storm drain system. Do not apply seal coat, tack coat, slurry seal, or fog seal if rain is forecasted within the curing period. <u>Reference:</u> CASQA NS-3</p>

3.4.6 Waste Management and Materials Pollution Control (WM)

Waste management and materials pollution control are practices that limit or reduce or prevent the contamination of stormwater by construction wastes and materials. Potential wastes include solid, sanitary, concrete, hazardous, and equipment-related. Waste management and materials pollution control is also often referred to as good housekeeping practices.

Table 12: Materials Pollution Management BMPs

Materials Pollution Management: Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	Description
Stockpile Management	<p>Covering or stabilizing stockpiles and providing sediment controls around the perimeter of stockpiles. Stockpile management should occur at every required stockpile within a construction project. Required stockpiles include those of soil, sand, PCC or AC rubble, cold mix asphalt, aggregate base or sub base, and treated wood. Stockpile management is effective against stormwater and wind erosion. All stockpiles can be covered with plastic or similar material. Alternatively, soil stockpiles may be protected with an erosion control (stabilization) practice. Raw materials such as cold mix treated wood should also be placed on top of plastic. Typical sediment controls placed around the perimeter of stockpiles are fiber rolls, silt fence, and sand / gravel bags. All stockpiles should be placed at least 50 feet away from downstream storm drain facilities. Reference: CASQA WM-3, SE-1, SE-5, SE-6, SE-8</p> 

Materials Pollution Management:

Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.


Type	Description
Material Delivery, Storage, and Use	<p>Preventing and containing pollutant discharges from materials that are delivered, stored, and used on-site. Materials of concern include: petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, and other hazardous chemicals. Material delivery, storage, and use management should occur at every location of a construction project where materials of concern are delivered, stored, or used. All material delivery and storage should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Minimize the quantities of materials of concern. Store materials in an enclosed area with secondary containment. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors on proper spill prevention, control, and cleanup procedures. Avoid over-application of soil binders, pesticides, herbicides, and fertilizers. <u>Reference:</u> CASQA WM-1, WM-2, WM-4</p> 

Table 13: Waste Management BMPs

Waste Management:

Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.

Type	Description
Spill Prevention and Control	<p>Preventing, controlling, and cleaning up spills to reduce pollutant discharges from construction activities. Spill prevention and control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, or other hazardous chemicals. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Do not bury or wash spills away with water. Keep absorbent spill cleanup materials available; dispose of used materials properly. Report significant spills (those that cannot be contained by personnel in the immediate vicinity) to a local agency, such as the Fire Department, for cleanup assistance. Additional agencies may need to be contacted in the event of a significant spill. <u>Reference:</u> CASQA WM-4</p>
Solid Waste Management	<p>Containing and disposing of debris and non-hazardous waste to prevent it from being discharged to the storm drain system. Solid waste management and materials pollution control should occur throughout every construction project for non-hazardous</p>

Waste Management:


Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.

Type	Description
	construction waste and scraps, trash from employees or subcontractors, and waste generated from demolition. Waste should be collected and contained in designated areas. Avoid using waste containers that do not have lids or are not watertight. Collect and dispose of loose trash and waste weekly. <u>Reference:</u> CASQA WM-5
Hazardous Waste Management	Containing and disposing of hazardous waste to prevent it from being discharged to the storm drain system. Hazardous waste management and materials pollution control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, pesticides, herbicides, fertilizers, wood preservatives, or other hazardous chemicals. Train employees and subcontractors proper hazardous waste management and materials pollution control procedures. Store hazardous wastes in an enclosed area with secondary containment. Do not allow hazardous wastes to infiltrate at the site. Avoid overfilling hazardous waste containers. Hazardous wastes should be handled as required by Title 22. For projects that require demolition, lead-, cadmium-, or chromium-based paints, asbestos, and PCBs may exist and will require special treatment. All hazardous waste storage should occur in a designated area at least 50 feet away from downstream storm drain facilities. Hazardous wastes should be disposed of by a licensed hazardous waste transporter. <u>Reference:</u> CASQA WM-6
Concrete Waste Management	Containing and disposing of concrete waste to prevent it from being discharged to the storm drain system. Concrete Waste Management should occur at every construction project where concrete is poured, saw cut, grinded, or demolished. Inform all employees and subcontractors that washout from concrete trucks and concrete waste should be collected in concrete washout. Concrete washouts should be watertight and prevent any concrete waste from being able to discharge to the storm drain system. Avoid allowing concrete washout to become greater than 75% full. Concrete demolition debris may be stored by following the stockpile management BMP. <u>Reference:</u> CASQA WM-8, WM-3



Waste Management:

Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.

Type	Description
	
Sanitary Waste Management	<p>Containing and disposing of sanitary waste to prevent it from being discharged to the storm drain system. Sanitary Waste Management should occur at every construction project that contains portable or permanent sanitary facilities. Avoid placing portable sanitary facilities in a concentrated flow path, such as a gutter. Use secondary containment under portable sanitary facilities. Contract a licensed sanitary and septic waste hauler to maintain portable sanitary facilities. All portable sanitary facilities should be located at least 50 feet away from downstream storm drain facilities. If a spill occurs, follow federal, state, and local regulations for containment and cleanup. <u>Reference:</u> CASQA WM-9</p>

3.4.7 Inspection and Maintenance Frequency Summary

	Santa Ana Region Criteria (only one need apply)			Inspection Frequency	
				Wet Season (Oct. – Apr.)	Dry Season (May – Sep.)
High	All sites 20 acres and larger	Sites over 1 acre tributary to Clean Water Act Section 303(d) waters listed for sediment or turbidity impairment.	Sites tributary to and within 500 feet of an Area of Special Biological Significance (ASBS).	Monthly	Conduct at a frequency to ensure that sediment and other pollutants are properly controlled and that unauthorized, non-stormwater discharges are prevented.
Medium	All sites between 5 to 20 acres where none of the other above criteria apply.			Twice during wet season	
Low	All sites less than 5 acres where none of the other above criteria applies.			Once during wet season	

When BMPs or BMP maintenance is deemed inadequate or out of compliance, an inspection frequency of once every week will be maintained until BMPs and BMP maintenance are brought into compliance (regardless of site prioritization).

San Diego Region Criteria (only one need apply)			Inspection Frequency	
			Wet Season (Oct. – Apr.)	Dry Season (May – Sep.)
All sites 30 acres or more in size with rough grading or active slopes occurring during wet season.	All sites one acre or more, and tributary to a CWA section 303(d) water body segment impaired for sediment or within or directly adjacent to, or discharging directly to, the ocean or a receiving water within an ESA.	Other sites determined by the Copermittees or the Regional Board as a significant threat to water quality.	Biweekly (Once every two weeks)	As needed during the dry season. Sites that meet any of the criteria for biweekly inspections during the wet season must be inspected at least once in August or September each year.
All sites one acre or larger where none of the above criteria apply.			Monthly	
All sites less than one acre where none of the above criteria apply.			As needed to ensure compliance with ordinances and MS4 Permit.	

Reinspection frequencies must be determined by each Copermittee based upon the severity of deficiencies, the nature of the construction activity, and the characteristics of soils and receiving water quality.

4 References

Web links to permits listed in Table 1.

- National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. Order number 2009-0009-DWQ. NPDES number CAS000002.
www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml
- Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated cities of Orange County within the Santa Ana Region. Order number R8-2009-0030. NPDES number CAS618030.
www.waterboards.ca.gov/rwqcb8/water_issues/programs/stormwater/oc_permit.shtml
- Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated cities of Orange County, and The Orange County Flood Control District Within the San Diego Region. Order number R9-2009-0002 NPDES number CAS0108740.
www.waterboards.ca.gov/rwqcb9/water_issues/programs/stormwater/oc_stormwater.shtml
- Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality. Order number 2003-0003-DWQ.
www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf
- General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts. Order number R8-2007-0041. NPDES number CAG918002.
www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2007/07_041_gen_wdr_sandiego_crk_11302007.pdf
- Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay. Order number R9-2008-0002. NPDES number CAG919002.
www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2008/r9-2008-0002.pdf
- General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality. Order number R8-2009-0003. NPDES number CAG998001.
www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf
- General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region. Order number R9-2010-0003. NPDES number CAG679011.
www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/r9-2010-0003.pdf

5 Glossary

ASBS – Area of Special Biological Significance. The Water Quality Control Plan for Ocean Waters of California (California Ocean Plan) designates 35 Areas of Special Biological Significance, two of which lie within the Santa Ana Regional Board jurisdiction:

- Newport Beach Marine Life Refuge (HU801.110)
- Irvine Coast Marine Life Refuge (HU801.110)

BMP – Best Management Practices (BMPs) are activities, practices, procedures, or facilities implemented to avoid, prevent, or reduce pollution of the stormwater system and receiving waters.

Common Plan of Development – Generally a contiguous area where multiple, distinct construction activities may be taking place at different times under one plan. A plan is generally defined as any piece of documentation or physical demarcation that indicates that construction activities may occur on a common plot. Such documentation could consist of a tract map, parcel map, demolition plans, grading plans or contract documents. Any of these documents could delineate the boundaries of a common plan area. However, broad planning documents, such as land use master plans, conceptual master plans, or broad-based CEQA or NEPA documents that identify potential projects for an agency or facility are not considered common plans of development.

Construction General Permit (CGP) – A National Pollution Discharge Elimination System (NPDES) permit (No. CAS000002) issued by the State Water Resources Control Board for the discharge of stormwater associated with construction and land disturbance activities of one acre or more (Order No. 2009-0009-DWQ).

Construction Project – any site for which building or grading permits are issued and where an activity results in the disturbance of soil such as soil movement, grading, excavation, clearing, road construction, structure construction, or structure demolition; and sites where uncovered storage of materials and wastes such as dirt, sand, or fertilizer occurs; or exterior mixing of cementaceous products such as concrete, mortar, or stucco will occur.

Demolition – an activity involving the demolishing or the destruction of a structure, facilities, or associated appurtenances.

Discharge – the release spill, leak, pump, flow, escape, leaching, dumping or disposal of any liquid, semi-solid, or solid substance.

Environmentally Sensitive Area (ESA) – includes but is not limited to all Clean Water Act Section 303(d) impaired water bodies; areas designated in the Ocean Plan as Areas of Special Biological Significance (ASBS) or by the State Water Resources Control Board (Water Quality Control Plan and amendments); water bodies designated with the RARE beneficial use by the State Water Resources Control Board (Water Quality Control Plan and amendments); areas designated as preserves or equivalent under the Natural Community Conservation Planning Program; and any areas designated as Critical Aquatic Resources (CARS) or other equivalent environmentally sensitive areas which have been identified by the County or city.

Erosion – the wearing away of the ground surface as a result of the movement of wind, water, and/or ice

Erosion Control – the activity of reducing or eliminating erosion by using a combination of Best Management Practices to protect adjacent private property, watercourses, public facilities, and receiving waters from an abnormal deposition of sediment or dust.

Erosion Control Plan – A plan (including drawings, specifications, or other requirements) detailing the methods of implementing an erosion control system.

Municipal Separate Storm Sewer System (MS4) – the street gutter, channel, storm drain, catch basin, constructed drain, lined diversion structure, wash area, inlet, outlet, or other facility, which is part of or tributary to the County-wide stormwater runoff system and owned, operated, maintained, or controlled by the County / city, and used for the purpose of collecting, storing, transporting, or disposing of stormwater.

NPDES Permit – NPDES is an acronym for National Pollution Discharge Elimination System. NPDES is the national program for administering and regulating Sections 307, 318, 402 and 405 of the Clean Water Act (CWA).

Non-stormwater – any runoff or discharge not entirely composed of stormwater.

Notice of Intent (NOI) – an application submitted by the owner / operator of a project that constitutes his intent to be authorized by an NPDES permit issued for stormwater discharges associated with the construction activity indicated.

Notice of Termination – a form to discontinue coverage under an NPDES general permit for stormwater discharges associated with industrial activity and stormwater discharges associated with construction activity.

Pollutant – any liquid, solid or semi-solid substances that will interfere with or adversely affect the beneficial uses of the receiving waters, flora, or fauna of the state. A more detailed definition is included in the Water Quality Ordinance. Generally, pollutants can include such items as:

- Artificial materials
- Household wastes
- Metals and Non-metals
- Petroleum and related hydrocarbons
- Animal wastes
- Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor
- Waste materials, sediment, and wastewater generated by construction sites and construction activities
- Pollutants defined by the Federal Clean Water Act
- Other constituents or materials, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials.

Post-Construction BMPs – Structural and non-structural controls which detain, retain, or filter the release of pollutants to receiving waters after construction is complete and final stabilization is attained.

Qualified SWPPP Developer (QSD) – Individual who is authorized per the requirements of Order No. 2009-0009-DWQ to develop and revise SWPPP's.

Qualified SWPPP Practitioner (QSP) – Individual assigned responsibility by the owner for non-stormwater and stormwater visual observations, sampling and analysis, and responsibility to ensure full compliance with the Construction General Permit and implementation of all elements of the SWPPP, including the preparation of the annual compliance evaluation and the elimination of all unauthorized discharges.

RARE – Rare, Threatened, or Endangered Species (RARE) Uses of water that support habitats necessary, at least in part, for the survival and successful maintenance of plant or animal species established under state or federal law as rare, threatened or endangered.

Receiving Water – A river, lake, ocean, stream, or other watercourse identified in the Basin Plan into which waters may be discharged.

Regional Board – Regional Water Quality Control Boards administer water quality requirements within a watershed region. There are nine Regional Boards under the SWRCB. The SWRCB is one of five branches of the California Environmental Protection Agency The San Diego Regional Board and the Santa Ana Regional Board have jurisdiction in Orange County.

Runoff – Water originating from rainfall, melted snow, and other sources (e.g., sprinkler irrigation) that flows over the land surface to receiving waters.

Run-on – Off site stormwater surface flow which enters your site.

Scour – The erosive and digging action in a watercourse caused by flowing water.

Secondary Containment – Structures, usually dikes, berms, or large containers, surrounding tanks or other storage containers, designed to catch spilled material to prevent it from being discharged.

Sediment – Solid particulate matter, both mineral and organic that comes from the weathering of rock.

Sedimentation – The process of depositing soil particles, clays, sands, or other sediments that were picked up by runoff.

Sheet Flow – Flow of water that occurs overland in areas where there are no defined channels where the water spreads out over a large area at a uniform depth.

Storm Drains – Above- and below-ground structures for transporting stormwater to streams or outfall for flood control purposes.

Stormwater – Urban runoff and snowmelt runoff consisting only of those discharges, which originate from precipitation events.

Stormwater Pollution Prevention Plan (SWPPP) – Document required by the General Construction Permit to be developed and implemented by construction sites with 1 acre or greater of soil disturbance, or less than 1 acre but part of a greater common plan of development. The SWPPP emphasizes the use of appropriately selected, correctly installed, and maintained

pollution reduction BMPs. This approach provides the flexibility necessary to establish BMPs that can effectively address source control of pollutants during changing construction activities.

State Water Resources Control Board (SWRCB) – California agency that implements and enforces water quality and NPDES permit requirements and oversees the Regional Boards.

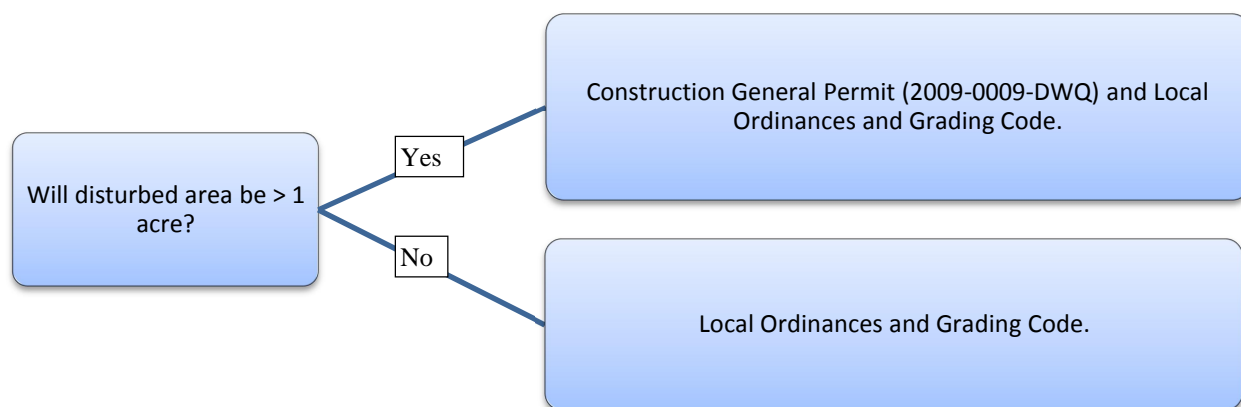
Waste Discharge Identification (WDID) Number – an identification number assigned by the State Water Resources Control Board upon receipt of a complete NOI.

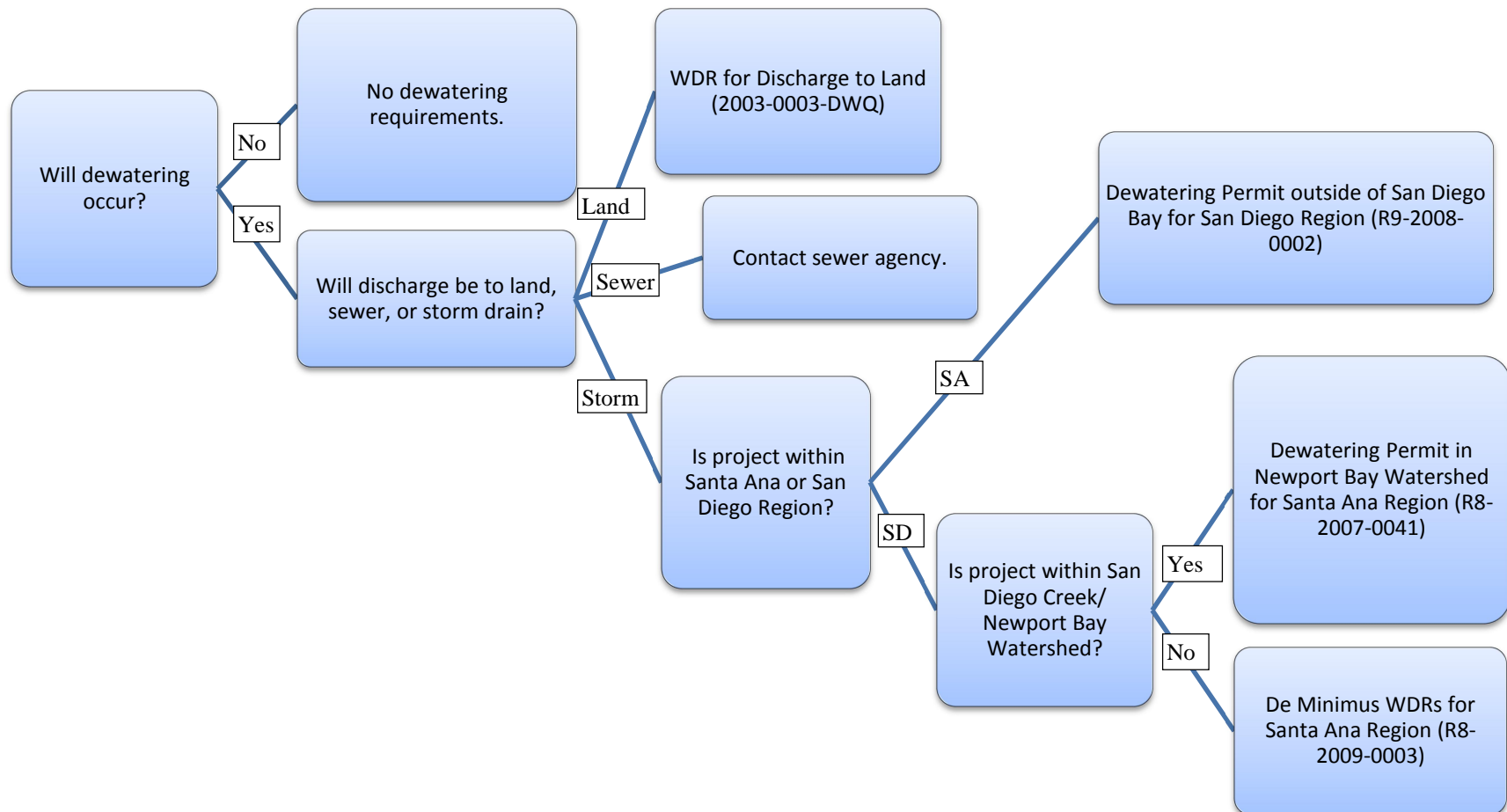
Appendix A: Permit Determination Flowcharts

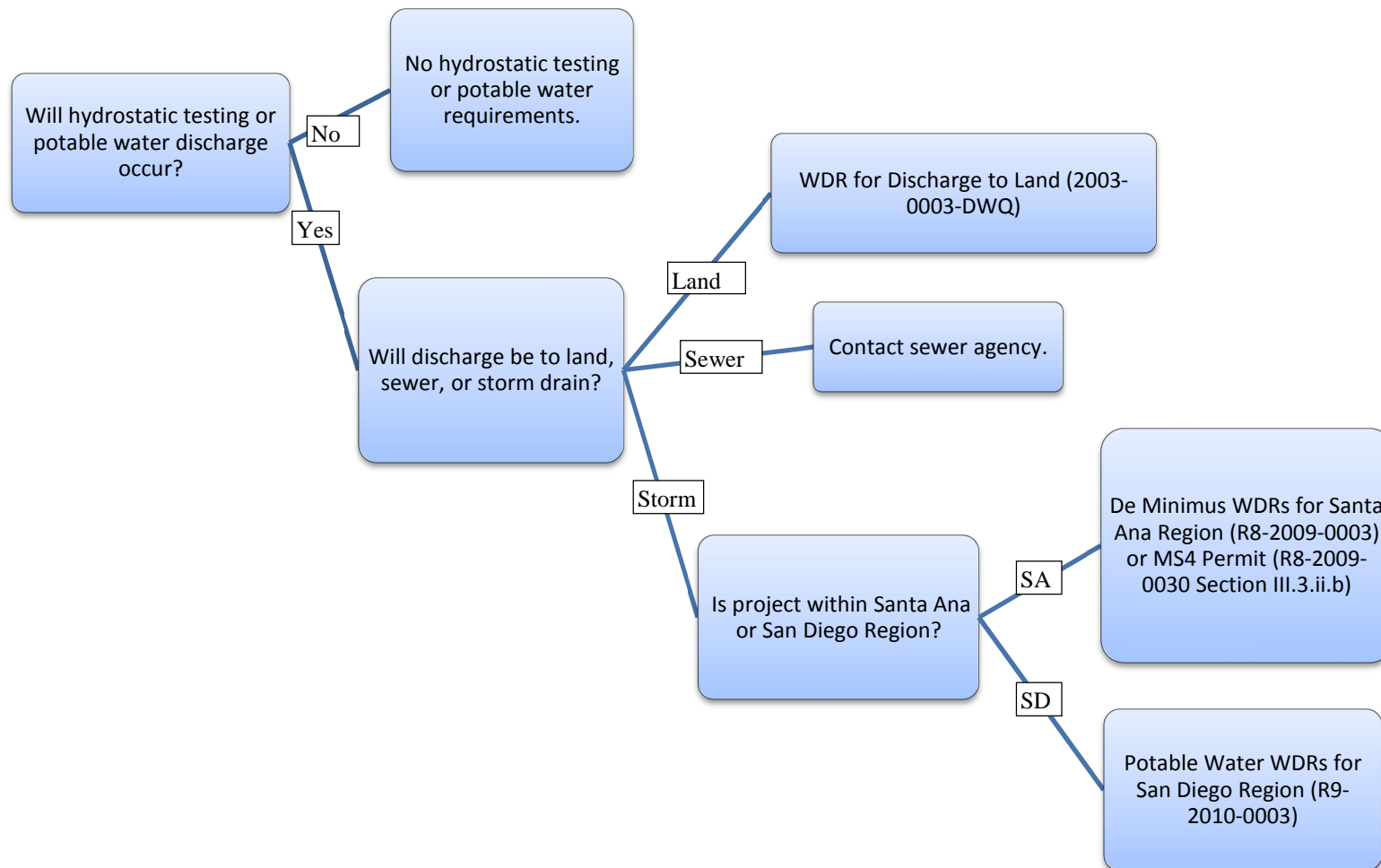
This appendix includes flowcharts for project owners or developers to quickly determine which permits are required for a particular project and a short description of each permit. For each project, follow the questions in each of the three flow charts to determine construction permitting and site management requirements. For example if a project is less than an acre, but requires dewatering, the reader should quickly understand that the CGP does not apply to them, but that they need to read more about dewatering permits.

To use this appendix, follow Steps 1-3 for each project. After following the steps, refer to Sections 2.1 and 2.2 for details on the specific permits and ordinances that may affect your project.

Step 1: Project Size



Step 2: Dewatering

Step 3: Hydrostatic Testing or Potable Discharge

Appendix B: Permit Descriptions

1. Construction General Permit (2009-0009-DWQ / CAS000002)

Note: This Section applies only to projects with greater than or equal to one acre of disturbed area.

In 2009, the State Water Resources Control Board (SWRCB) adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP).

The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

The following briefly summarizes the process for a construction project that is subject to the CGP:

- The project owner, Legally Responsible Person (LRP), is responsible for obtaining CGP coverage. Permit coverage is obtained by preparing and certifying the Permit Registration Documents (PRDs). PRDs must be uploaded and certified by the LRP in the SWRCB Storm Water Multi Application Report Tracking System (SMARTS, <https://smarts.waterboards.ca.gov/>).
- Each project subject to the CGP requires the services of a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). These titles are defined in the CGP, Section VII.
- Each year an Annual Report must be submitted and certified in SMARTS. The reporting period is from August 1 to June 30 and Annual Reports are due on September 1.
- After construction is completed and the site fully complies with the final stabilization requirements of the CGP, the owner must terminate permit coverage through SMARTS.

2. MS4 Permit for Santa Ana Region (R8-2009-0030 / CAS618030)

In 2009, the Santa Ana Regional Board issued its fourth term MS4 permit, Order No. R8-2009-0030. This permit regulates stormwater discharge from municipal storm drain systems. The permit is issued to the County of Orange and the cities within the Santa Ana Region boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best

Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

3. MS4 Permit for San Diego Region (R9-2009-0002 / CAS0108740)

In 2009, the San Diego Regional Board issued its fourth term NPDES permit, Order No. R9-2009-0002. This permit regulates stormwater discharge from municipal storm drain systems. The permits issued to the County of Orange and the cities within the San Diego Region Boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

4. WDRs for Discharge to Land (2003-0003-DWQ)

This permit, Order No. 2003-0003-DWQ, applies to projects that discharge to land where the discharge has a low threat to water quality. These are typically low volume discharges with minimal pollutant concentrations. The primary difference between this permit and the permits described in herein is the destination of the water. This permit regulates discharges to land, while the following two sections discuss discharges to storm drains or receiving waters. For instance, if a dewatering discharge will be piped to an infiltration basin during construction, this permit should be used.

5. De Minimis WDRs for Santa Ana Region (R8-2007-0041 / CAG918002 and R8-2009-0003 / CAG998001)

There are two permits within the Santa Ana Region that regulate dewatering discharges to a storm drain or receiving water. Order No. R8-2007-0041, NPDES No. CAG918002, regulates dewatering discharges in the San Diego Creek / Newport Bay watershed. And, Order No. R8-2009-0003, NPDES No. CAG998001, amended by R8-2012-0062, regulates dewatering discharges for the Santa Ana Region. Refer to the permit text for specific circumstances allowing projects to be covered under the region-wide permit even though it is located within the San Diego Creek / Newport Bay watershed.

Dischargers subject to the San Diego Creek / Newport Bay Permit (Order No. R8-2007-0041) formed a Working Group and funded the development of a Work Plan to develop a management plan for nitrate and selenium discharges to surface waters that result from groundwater-related inflows. If those entities that participate in the Working Group (refer to Order for enrollees list), can demonstrate that compliance with the numeric selenium effluent limitations identified in the Order is infeasible, the groundwater-related discharge is allowed provided that the Working Group implements the Work Plan in a timely manner and that the discharger fulfills its financial and participatory requirements established by the Group. For dischargers who are not participating in the Working Group and cannot comply with the numeric effluent limitations, the discharger must either not proceed with the planned discharge or must identify and participate in a program that assures that selenium discharges in excess of those allowed by the Order are offset on at least a one-to-one basis.

To obtain coverage under either of these permits, the general guidelines below should be followed:

Existing Dischargers

1. Submit an updated Notice of Intent (NOI) to continue discharging; and
2. A copy of the current Monitoring and Reporting Program along with any proposed treatment modifications.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the Nitrogen and Selenium Management Program (NSMP).

New Dischargers

At least 45 days (180 days if applying under Order No. R8-2007-0041) before the start of a new discharge, the Discharger needs to submit an application for coverage and obtain a letter of authorization from the Executive Officer for the dewatering discharge. The application needs to include:

1. A Notice of Intent (NOI) to be covered under the Order.
2. A site characterization study that identifies the presence of contaminated groundwater onsite (constituents of concern listed with the Orders), its properties, and a three-dimensional assessment of the extent of concentration of contaminants in the subsurface; which includes a description of the geologic and hydrologic factors that control the migration of the contaminants; and, if adjacent to a contaminated site, the Discharger has to evaluate the depth and flow rate of the extraction as well as the possibility of extracting the contaminated groundwater from the adjacent site.
3. A report including the following:
 - a. A list of constituents and the discharge concentration of each constituent from each source (See the Order for constituent of concern); and for coverage under Order No. R8-2007-0041 only, a chemical analysis of the untreated groundwater for organic pollutants using EPA method 8260B (See the Order for specific constituent testing and reporting requirements);
 - b. Estimated average and maximum daily flow rates in million gallons per day (mgd), the frequency and the expected start date and duration of the discharges;
 - c. Proposed discharge location(s) and the latitude and longitude of each discharge point;
 - d. A description of the proposed treatment system (if applicable);
 - e. The affected receiving water and a map showing the path from the point of initial discharge to the ultimate receiving water; and
4. Any other information deemed necessary by the Regional Board Executive Officer.

It should be noted that coverage under Order No. R8-2007-0041 requires several extra steps and it is highly recommended to review those requirements within the Order. Some of those additional items are:

1. An evaluation of selenium and nitrogen concentrations and the feasibility of meeting the numeric effluent limitations specified in the Order. The conclusion of which has varying impacts on coverage as specified in the Order;
2. A fixed hardness value for sites polluted with metals needs to be submitted for approval by the Regional Executive Officer as outlined in the Order; and
3. A description of run-on, interception and diversion of runoff.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the NSMP.

6. Dewatering Permit Outside of San Diego Bay for San Diego Region (R9-2008-0002 / CAG919002)

This permit, Order No. R9-2008-0002, applies to discharges of extracted groundwater to receiving waters or storm drains within the San Diego Regional Board jurisdiction (South of El Toro Road). To qualify for this permit, a laboratory analysis of the groundwater must show that the water quality is within the limits set by the permit. The permit requires sampling and analysis of dewatering discharges, and reporting to the Regional Board on a periodic basis.

7. Potable Water Discharges in Santa Ana Region (R8-2009-0003 / CAG998001)

The permit identified in Section 2. 1 for de minimus discharges, Order No. 2009-0003, is also the permit that applies to discharges of potable water during construction. This may include discharges of hydrostatic test water for pipes or tanks.

8. Potable Water Discharges in San Diego Region (R9-2010-0003 / CAG679011)

This permit, Order No. R9-2010-0003, regulates discharges of hydrostatic test water and/or potable water to storm drains or receiving waters in the San Diego Region, to all receiving waters except for San Diego Bay and its tributaries. Activities covered may include discharge from testing, repair and maintenance of pipelines, tanks and vessels dedicated to drinking water purveyance.

Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary

Background

The County of Orange conducted a field evaluation of five erosion control BMPs to evaluate their effectiveness in the field. A full copy of the Erosion Control Best Management Practices Field Evaluation (Study) may be found on the OC Watersheds website (http://www.ocwatersheds.com/documents/OCerosionControl_FINALReportJan07II.pdf), and a brief summary of the Study is provided here. The Study included development of a study plan, selection of an appropriate test site with soils and slopes commonly found in Orange County, selection of erosion controls for evaluation, study implementation, monitoring and maintenance of the test plots.

BMPs Selected

Four erosion control BMPs were selected for the Study:

- UltraTack- UltraTack is a low molecular weight polyacrylamide product. UltraTack is a spray on binder or tackifier, and is nontoxic to plant and animal life. UltraTack must be applied 24 hours prior to a storm event, and must be reapplied as needed, but generally every three months at a minimum.
- EarthGuard – EarthGuard is a high molecular weight polyacrylamide product. Earth Guard is a spray on binder and is nontoxic to plant and animal life. It is effective immediately, even when applied during a rain event, and may provide erosion control for up to three months.
- EarthGuard Fiber Matrix (recycled paper mulch and wood fiber mulch) – This BMP combines Earth Guard and fiber to form a matrix that provides erosion control for a full rainy season. The binder plus fiber harden after application to form a crust that protects soil from raindrop impact. Two types of EarthGuard fiber mulch were used; one consisting of 100% recycled paper mulch, and the other wood fiber mulch.
- Landscaping Mulch – The wood mulch tested for this study was a typical landscaping mulch made of shredded wood mulch and bark. Wood mulch helps reduce soil erosion by protecting bare soil from rainfall impact, increasing infiltration and reducing runoff.

Test Plots

A total of fifteen test plots were used in the Study, three for each of the BMPs selected. Each BMP was tested on a slope of 2% (flat slope), 5% (mild slope) and 50%. Each test plot was approximately 25 feet by 100 feet, with flow in the long direction.

Test Period

Each of the test plots was observed over the course of the 2004-2005 wet season. Observations of the performance of each type of control were made before and after forecast events, as well as once per month. The condition of each test plot and the location and mechanism of any failures were documented, along with evidence of erosion and unraveling of erosion control materials.

Findings

The 2004-2005 water year was one of the wettest on record, with the Study site receiving over twice the normal amount of precipitation for the area. The relative performance of the selected erosion controls was evaluated qualitatively using the results of the visual monitoring. BMPs were considered to have “failed” when rilling or similar evidence of erosion became visually apparent. In general, the hydro mulches outperformed the binders; whereas landscape mulch performed best on all slopes. The binders and hydro mulches did not hinder growth of volunteer vegetation. Although seed mix was not added to the controls, new vegetation was observed on all test plots except for the landscape mulch.

Recommendations

The Study provides erosion control recommendations based on the findings of the Study (see **Table C-1**). These recommendations are based on appropriate slope, application rate, duration of effectiveness, application methods, inspection requirements and costs

Table C-1: Recommendations from the Erosion Control Best Management Practices Field Evaluation

EC Control	Amount Rain / Duration ¹		Appropriate Site Applications	Application Methods	Inspection Requirements	Costs
	Flat Area (< 5%)	Slope Area (> 5%)				
PAM (low weight)	1"; 1 storm	Not recommended	Temporary, single storm event; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	\$1.30 – \$5.50 / lb (material cost only)
PAM (high weight)	< 2"; 2+storm	1"; 2+ storm	Temporary, two storm events; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	\$1.30 – \$5.50 / lb (material cost only)
Wood Hydro-mulch ²	<12"; 1 season	<12"; 1 season	Steep slopes, steeper than 3:1; high erosion potential slopes; slopes where anchored mulch is needed; disturbed areas where plants slow to develop; stockpiles; slopes adjacent to ESAs	3,000 lb / acre to 4,000 lb / acre based on the manufacturer's recommendation, 12-24 hours to dry and become effective	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the non-rainy season (nrs)	\$6,000 per acre
Landscape Mulch ³	< 12"; 1 season	< 12"; 1 season	Flat areas, steep slopes, cohesive soils	Distribute by hand or use pneumatic methods, 2-3- inch depth (thickness) per CASQA guidance	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the nrs	\$4,000 per acre

¹ When used per manufacturer recommendations.

² When used with a high-weight binder. Hydro mulch consisting only of paper fiber is not recommended. Wood hydro mulch may not contain more than 25% paper fiber.

³ Tested at about 5-inch depth (thickness).

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1 Introduction and Overview

1.1 Introduction

This Construction Runoff Guidance Manual (Manual) is intended to enable applicants for building or grading permits to understand and comply with the regulatory requirements for creek, river, stream and coastal water protection during the construction phase of new development and significant redevelopment projects. Project owners and developers should be able to use this Manual as a guide to understand which permits and ordinances apply to their construction project. Contractors should be able to use this Manual as a guide to the Best Management Practices (BMPs) typically needed to be implemented at a construction site to ensure compliance with the Construction General Permit (CGP) and local ordinances.

1.2 Overview

The goal of this Manual is to provide useful, succinct information to enable contractors to control pollutant discharges from construction sites. Activities and materials used on a construction site may be a source of pollutants, including but not limited to sediment, concrete and grout; paints, lacquers, and primers; herbicides and pesticides; soaps and detergents; wood preservatives; equipment fuels, lubricants, coolants, and hydraulic fluids; and cleaning solvents. Water from construction sites can be a major transporter of these pollutants, which can leak from heavy equipment, be spilled, or can be eroded by rain from exposed soil or stockpiles. Once released, they can be transported into the receiving waters of the County of Orange (Orange County or “the County”), where they may enter aquatic food chains and cause fish toxicity problems, contribute to algal blooms, impair recreational uses, and degrade drinking water sources.

2 Regulatory Requirements

2.1 State and Regional Permit Requirements

Construction activity in Orange County is subject to regulation by both the Santa Ana and the San Diego Regional Water Quality Control Boards (Regional Boards or RWQCBs). The Regional Boards are responsible for implementing the Clean Water Act and the California Porter-Cologne Act. The boundary between the two Regional Board jurisdictions approximately follows El Toro Road in Lake Forest, separating the Santa Ana Region (Regional Board 8 or RB8) (north of El Toro Road) from the San Diego Region (Regional Board 9 or RB9) (south of El Toro Road). While some of the permits listed in Table 1 are issued statewide by the State Water Resources Control Board (State Board or SWRCB) and implemented throughout the state by the Regional Boards, other permits, like dewatering or de minimus permits, are issued and implemented on a Region-by-Region basis. Additionally, the Regional Boards issue Municipal Separate Storm Sewer System (MS4) Permits to the County and cities, which include additional requirements for managing construction sites.

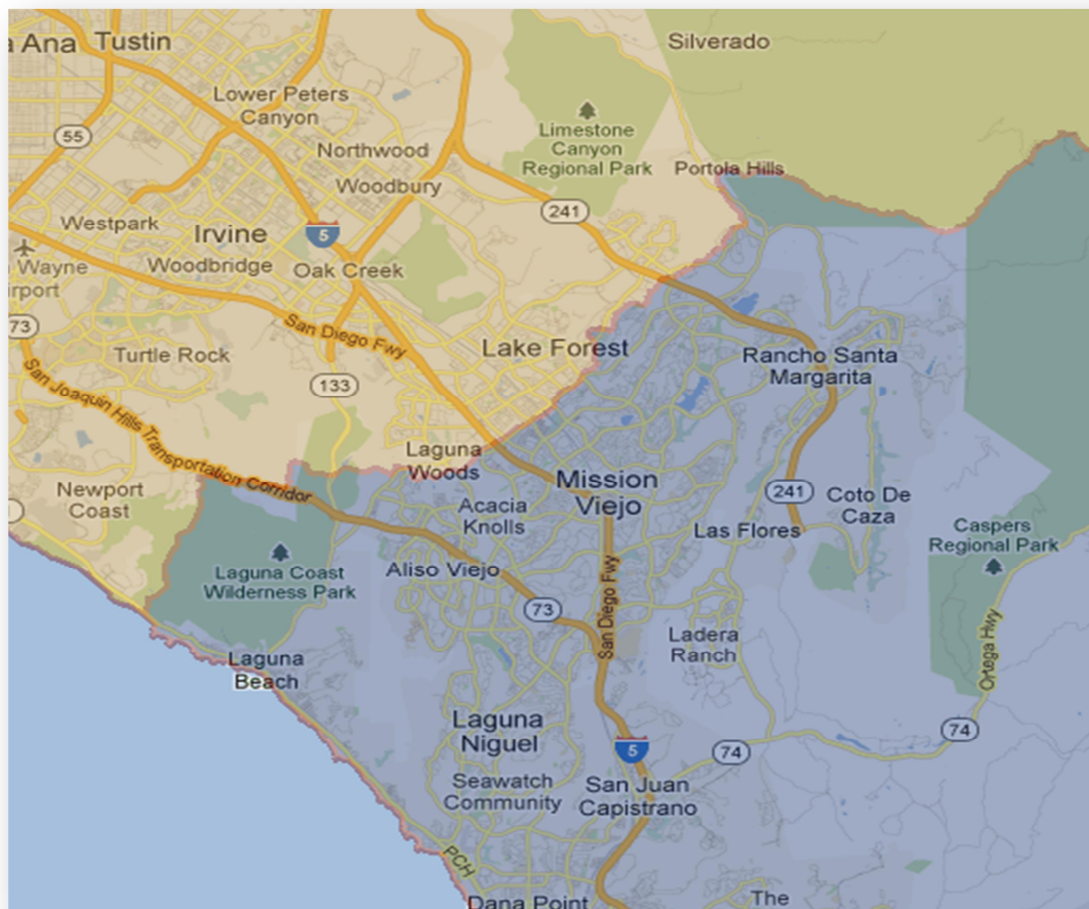


Figure 1: Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue)

Table 1 includes a list of all State or Regional permits related to runoff water quality that may apply to construction projects in Orange County. To determine which, if any, of these permits affect your construction project, go to Appendix A and follow the three flow charts. Appendix B includes a brief summary of each permit shown in Table 1. A list of web links for each permit is included in the Reference section at the end of this Manual.

Table 1: Summary of State and Regional Permits that May Affect Construction Projects in Orange County

	Order Number / NPDES Number	Permit Name	Affected Area
CGP	2009-0009-DWQ/ CAS000002	National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit)	Statewide
MS4	R8-2009-0030/ CAS618030	Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region (MS4 Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2009-0002/ CAS0108740	Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated Cities of Orange County, and The Orange County Flood Control District Within the San Diego Region (MS4 Permit for San Diego Region)	San Diego Region within Orange County
Discharge To Land	2003-0003-DWQ	Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality (WDR for Discharge to Land)	Statewide
Groundwater Dewatering	R8-2007-0041/ CAG918002	General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts (Dewatering Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2008-0002/ CAG919002	Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay (Dewatering Permit outside of San Diego Bay for San Diego Region)	San Diego Region within Orange County
Potable Water	R8-2009-0003/ CAG998001	General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality (De Minimus WDRs for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2010-0003/ CAG679011	General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region (Potable Water WDRs for San Diego Region)	San Diego Region within Orange County

In 2009, the SWRCB adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP). The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by the County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

More details regarding the CGP and other State and Regional permits can be found in Appendix A.

2.2 Local Agency Requirements

Each city, as well as the County of Orange, has a Municipal Code that establishes requirements for erosion and sediment control on grading projects. All project owners must meet the requirements of the applicable code prior to, during, and after construction. Additionally, through the MS4 Permits listed in Table 1 and described in Appendix B, each city or the County is responsible for periodic inspections of construction sites within its boundaries. (All project owners must allow city or County inspectors onto the project site for these inspections.)

2.2.1 Local Grading Code

The Grading Code sets the rules and regulations for grading operations including operations preparatory to grading on private property. In addition to other requirements, the Grading Code requires that a project owner, developer or contractor prepare erosion control plans (ECPs), obtain a grading permit, and implement and maintain erosion and sediment control BMPs. Refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal grading code.

2.2.2 Local Water Quality Ordinance

The County and cities in Orange County have adopted Water Quality Ordinances for the purpose of improving water quality and compliance with NPDES permit requirements and for the control of urban pollutants. The Water Quality Ordinances are part of their municipal codes and are, in effect, laws that contractors are required to comply with. Non stormwater discharges to the municipal storm drain system are prohibited unless covered by a discharge exception. Prohibited non-stormwater discharges include wastewater from concrete truck washing, paint equipment cleaning, spill cleanup, etc. (See Table 3). Please refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal water quality ordinance.

Table 2: Allowed and Prohibited Discharges

Allowed	Prohibited (not allowed)
<ul style="list-style-type: none"> ▪ Discharges composed entirely of stormwater ▪ Projects permitted under the CGP may be authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: <ul style="list-style-type: none"> A. fire hydrant flushing, B. irrigation of vegetative erosion control measures (only in Region 8), C. pipe flushing and testing, D. water to control dust, and E. uncontaminated ground water from dewatering. <p>Consult a construction stormwater professional to review the specific conditions.</p> ▪ Discharges that are authorized by a De Minimus or Dewatering permit. 	<ul style="list-style-type: none"> ▪ Trash / debris / litter ▪ Concrete waste ▪ Sanitary waste ▪ Fuel or oil (Dumping, Spills, or Leaks) ▪ Non-stormwater discharges to the municipal storm drain system or receiving water (unless covered by an NPDES Permit, such as CGP or De Minimus) ▪ Projects in Region 9 permitted under the CGP are not authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: <ul style="list-style-type: none"> F. irrigation of vegetative erosion control measures

3 Best Management Practices (BMPs)

Best Management Practices (BMPs) collectively refer to a variety of pollution prevention controls implemented throughout the project site at various times of the project. BMPs discussed herein are specifically aimed to control pollution in stormwater runoff during the construction phase of the project. The major construction BMP categories can be broken down into

- Erosion Control (EC)
- Sediment Control (SE)
- Wind Erosion Control (WE)
- Tracking Control (TC)
- Non-Stormwater Management (NS)
- Waste Management and Materials Pollution Control (WM)

These BMPs will be discussed in detail throughout the remainder of this section. Permanent post-construction BMPs are not addressed in this document. Post construction BMP requirements are detailed in the Model Water Quality Management Plan (WQMP) as required by the MS4 Permits of either the Santa Ana Region or San Diego Region.

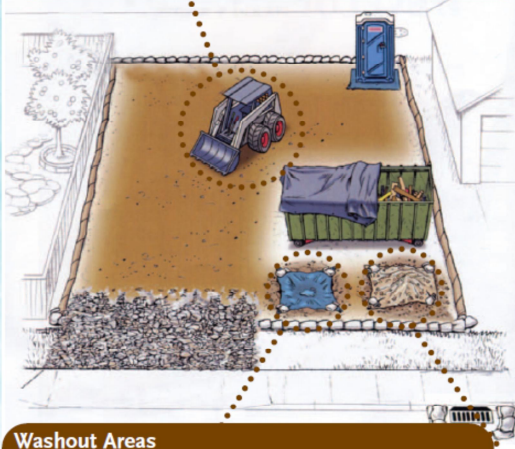
3.1 BMP Overview Diagram

The BMPs that are commonly used on construction sites are shown in Figure 2.

Best Management Practices for Construction Sites

Earthmoving Equipment

All earthmoving equipment must be stored onsite. Drip pans must be placed under equipment not in use, and maintenance must be conducted onsite instead of in the street. Any leaks should be cleaned up and repaired immediately.



Washout Areas

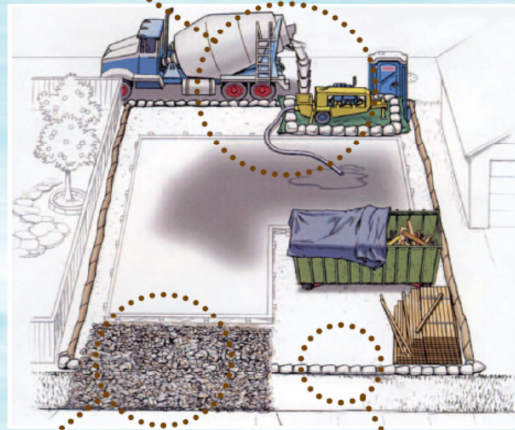
Disposal of "wet" construction materials should be handled in the washout area. This includes paint, stucco, and concrete. Use a plastic-lined pit to collect and contain liquids and prevent runoff into the street and gutter. The washout area must be checked and maintained daily to ensure compliance. Washout material must be disposed of properly.

Dirt and Grading

Stockpiled dirt and gravel must be stored onsite and covered. Dust control shall be maintained throughout all phases of construction. During the rainy season (October 1 – April 30) additional gravel, bags, tarps, and visqueen must be stored onsite for emergency repair.

Concrete Trucks/Pumpers

Pumpers must be surrounded by perimeter controls, such as gravel bags, sandbags, and straw wattles. Tarps also must be placed beneath concrete pumpers at all times to prevent spills into the street and sidewalk. Residual materials must be cleaned up as well. Trucks and pumpers are required to clean out in the washout area, not in the street, catch basin or a wheelbarrow.



Perimeter Controls

Gravel bags, silt fences and straw wattles are acceptable perimeter controls and must be used to control site run-on and runoff. Avoid running over perimeter controls with vehicles or heavy equipment, as they can damage the materials. Keep extra absorbent materials and/or a wet/dry vacuum onsite to quickly pick up spills. Sites must be checked and maintained daily.

Tracking Controls

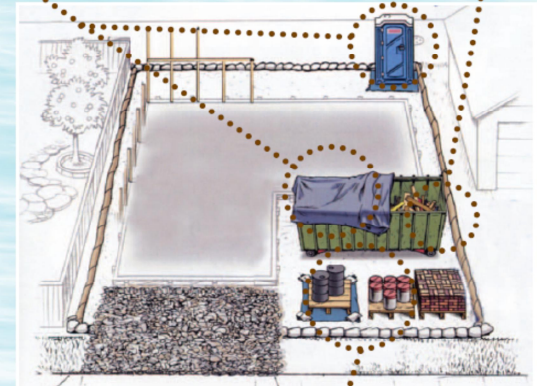
All entrances/exits on the site must have coarse gravel (1" to 3" angular material) and/or steel shaker plates to limit offsite sediment tracking. Hand or mechanical sweeping must also be used as needed to clean up any material that gets tracked offsite.

Dumpsters and Portable Toilets

Dumpsters must be covered with a tarp at the end of each work day and area around dumpster must be kept clean. Dumpsters must be located onsite unless an Encroachment Permit is obtained for placement in street. Portable toilets must have drip pans and be placed onsite so that any spills do not discharge offsite.

Building Materials/Staging Areas

Construction materials (including landscape materials) must be stored onsite. Building materials must be covered when not in use to prevent runoff caused by wind or rain.



Liquid Storage

Paints, solvents, fuel and other liquids stored onsite must be contained and covered. It is illegal for contractors to wash out or dump liquid waste or residue in the street, storm drain or sewer. Use washouts or hazardous material drums to contain liquid waste and residue and dispose of this material properly.

Figure 2: Typical Construction Site BMPs (Graphic provided by the City of San Clemente)

3.2 Minimum Site BMP Requirements

The following requirements are for deployment of selected construction BMPs and apply year-round (not just during the rainy season) to all projects.

- A. Pollution prevention where appropriate.
- B. Development and implementation of a site specific run-off management plan.
- C. Minimization of areas that are cleared and graded to only the portion of the site that is necessary for construction.
- D. Minimization of exposure time of disturbed soil areas.
- E. Minimization of grading during the wet season and correlation of grading with seasonal dry weather periods to the extent feasible.
- F. Limitation of grading to a maximum disturbed area as determined by the County / city before either temporary or permanent erosion controls are implemented to prevent stormwater pollution. The County / city has the option of temporarily increasing the size of disturbed soil areas by a set amount beyond the maximum, if the individual site is in compliance with applicable stormwater regulations and the site has adequate control practices implemented to prevent stormwater pollution.
- G. Temporary stabilization and reseeded of disturbed soil areas as rapidly as feasible.
- H. Non-stormwater management measures to prevent illicit discharges and control stormwater pollution sources.
- I. Erosion Control BMPs shall be implemented.
- J. Wind erosion control BMPs (dust control) shall be implemented.
- K. Sediment control BMPs shall be implemented at all appropriate locations along the site perimeter, at all operational storm drain inlets and at all non-active slopes.
- L. Tracking control BMPs to control off-site sediment tracking shall be implemented and maintained.
- M. Waste management and materials pollution control BMPs shall be implemented to prevent the contamination of stormwater by construction wastes and materials.
- N. Non-stormwater BMPs shall be implemented to reduce or prevent the contamination of stormwater from construction activities.
- O. Weather tracking: projects shall monitor the National Weather Service (www.weather.gov) probability of precipitation. When a rain event is predicted (forecast predicts a greater than 50% probability of precipitation), the project must be inspected and BMPs must be maintained or deployed as needed to protect the project from discharging pollutants. (CGP projects only)
- P. BMP failures must be repaired or replaced with an acceptable alternate as soon as it is safe to do so. Repairs or replacements must result in an adequate BMP, or additional BMPs should be installed to provide adequate protection.

- Q. Active exposed areas: Sufficient materials needed to install standby erosion and sediment control BMPs necessary to protect all active exposed areas from erosion and to reduce or prevent sediment discharges shall be stored on site. The total active exposed area shall not exceed that which can be adequately protected by deploying standby erosion control and sediment control BMPs prior to a predicted rain event.
- R. Inactive exposed areas: All exposed areas not being actively worked in shall be protected from erosion with temporary or permanent BMPs (erosion and sediment control). The ability to deploy standby BMP materials is not sufficient for these areas; erosion and sediment control BMPs must actually be deployed.
- S. Completed areas: Areas that have already been protected from erosion using permanent erosion control BMPs (physical or vegetation) are not considered “exposed”. Deployment of permanent erosion control BMPs should commence as soon as practical on completed areas.
- T. Preservation of natural hydrologic features where feasible.
- U. Preservation of riparian buffers and corridors where feasible.
- V. Evaluation and maintenance of all BMPs, until removed.
- W. Retention, reduction, and proper management of all stormwater pollutant discharges on site to the Maximum Extent Practicable (MEP) standard.

3.3 CASQA BMP Handbook

The California Stormwater Quality Association (CASQA) has prepared a handbook providing details about all of the recommended BMPs. The current version of this handbook is the CASQA Best Management Practice Handbook, Construction, 2009 Edition. A membership to CASQA can be obtained at www.casqa.org. Access to the BMP Fact Sheets referenced in this section is included with the CASQA membership. The Handbook contains six major categories of BMP fact sheets with guidelines on how to select each BMP. The six categories include: Erosion Control (EC), Sediment Control (SE), Wind Erosion Control (WE), Tracking Control (TC), Non-Stormwater Management (NS), and Waste Management and Materials Pollution Control (WM).

These categories of BMPs and their applicability are discussed in the following sections.

3.4 BMP Directory

In order to meet the requirements of the Permits and Ordinances mentioned in Section 2, BMPs must be selected, installed, and maintained properly throughout the duration of construction projects. BMPs must be discussed with all project contractors, subcontractors, and any party involved, because education is the most important BMP.

3.4.1 Erosion Control (EC)

Erosion control BMPs focus on preventing soil from being eroded by stormwater and potentially discharged from the construction site. Erosion control is more effective than sediment control for reducing sediment discharge. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common erosion control BMPs for construction projects.

Erosion prevention is to be used as the most important measure for keeping sediment on site during construction. Permanent revegetation or landscaping shall be done as early as feasible at a minimum.

Table 3: Physical / Vegetative Stabilization BMPs

Physical / Vegetative Stabilization: Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.	
Type	Description
Scheduling	Sequencing construction activities to reduce the amount of exposed soil during seasons of higher precipitation probability. All projects should consider scheduling activities to minimize the amount of disturbed area during seasons of higher precipitation probability. Phasing can be used to maintain stabilized areas (vegetation or impervious cover) as much as possible during construction. Disturbed areas should be stabilized as soon as practical. Attempt to schedule grading outside of seasons of higher precipitation probability. <u>Reference:</u> CASQA EC-1, EC-2
Seeding	Applying seed to a surface with the intention of achieving vegetation which can effectively protect soils from erosion while reducing runoff by encouraging infiltration / transpiration. Seeding is effective for temporary and permanent stabilization of slopes, stock piles, and other disturbed soils. Seeds can be combined with mulch and water then sprayed onto surfaces (also referred to as hydro seeding) for immediate erosion protection. Without combining or covering seeds with mulch seeds will be susceptible to erosion until vegetation has sufficiently established. Supplemental irrigation may be required to establish vegetation. Scarifying surfaces prior to seed application can increase its effectiveness. <u>Reference:</u> CASQA EC-4
Soil Binders	Spraying a liquid compound to disturbed soils to bind and stabilize the soil surface (forming a crust). This process reduces the potential for wind and water erosion. Examples include: guar, psyllium, starch, gypsum, pitch and rosin emulsion, polymers, and acrylates. Soil binders are effective for temporary stabilization of slopes, stockpiles, and other disturbed areas. Soil binders need time to cure and should not be applied less than 24 hours before predicted precipitation. The specific soil binder selected depends on the type of soil. Soil binders must be non-toxic and environmentally benign. Soil binders will need to be reapplied as needed based on the specific soil binder and visual inspection. Soil binders are much less effective in areas that receive traffic. <u>Reference:</u> CASQA EC-5
Mulching	Covering disturbed soils with a fibrous wood, straw, or similar material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Mulching is effective for temporary stabilization of slopes, stock piles, and other disturbed soils. Mulch materials can be combined with water then sprayed onto surfaces (also referred to as hydraulic mulch) for increased wind erosion protection. Typically, mulch must be reapplied every 6 to 12 months. Soil roughening prior to mulch application can increase its effectiveness. <u>Reference:</u> CASQA EC-3, EC-6, EC-8
Geotextiles and Mats	Covering disturbed soils with a natural or synthetic blanket or mat. This process greatly reduces the potential for wind and water erosion. Some rolls and mats physically hold the soil in place. Example include: geotextiles, plastic covers, rolled erosion control blankets / mats, straw / mulch blanket, coconut fiber blanket, and plastic netting. Geotextiles and mats are effective for temporary stabilization of steep slopes with high erosion potential, stockpiles, and channels that will be vegetated. Geotextiles and mats are more expensive than other erosion control BMPs. Materials may need to be removed prior to final stabilization. Mats / blankets are most effective when in direct contact with the soil; do not roughen soil or leave significant rocks / roots. Mats / blankets typically require an anchoring mechanism to hold them in place. Mats / blankets should be laid parallel to the

Physical / Vegetative Stabilization:

Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.



Type	Description
	<p>direction of flow. Mats / blankets should allow water to flow on top of them and not below which would cause the soil to wash out. <u>Reference:</u> CASQA EC-7</p> 
Non-Vegetative Stabilization	<p>Covering disturbed soils with a non-vegetative material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Examples include: decomposed granite, gravel, and rock slope protection. Other non-vegetative stabilization is effective for temporary and permanent stabilization of areas with heavy vehicular or pedestrian traffic or areas where a vegetative cover is infeasible. Other non-vegetative stabilization is intended to be used in combination with additional erosion control and sediment control BMPs. If used for permanent stabilization, periodic inspection and maintenance may be required. Material should be selected based on the slope and use of the area. <u>Reference:</u> CASQA EC-16 and Caltrans Standard Specifications May 2006 Section 72-2.</p>

Table 4: Concentrated Flow Erosion Control BMPs

Concentrated Flow Erosion Control: Reducing concentrated flow velocity or protecting concentrated flow paths to prevent erosion.	
Type	Description
Dikes, Swales, and Slope Drains	<p>Grading and compacting soil or installing pipe to control / divert / direct runoff. Dikes, swales, and slope drains can be combined to safely convey runoff down a slope, direct runoff to a stabilized channel, reduce potential for flooding, direct runoff to sediment traps / basins. Dikes, swales, and pipes that are used to direct runoff must be properly sized based on the specific application. Typically, slope drains require energy dissipation. Monitor swales and dikes for erosion or accumulation of sediment or debris. Swale and dike slopes should be 2:1 or less. Use vegetation, geotextiles, or mats to stabilize swales. Temporary devices must be removed. <u>Reference:</u> CASQA EC-9, EC-11</p> 
Energy Dissipation	<p>Placing rock, riprap, or similar material to reduce erosion from concentrated, high velocity flows. Energy dissipation is effective at pipe outlets, channel linings, and transitions from stabilized to un-stabilized conveyances. Line the area with filter fabric prior to placing rock or riprap. Accumulated sediment may be difficult to remove from energy dissipation area. For pipe outfalls the size of the energy dissipation area will increase with flow rate and/or pipe size. Temporary devices must be removed. <u>Reference:</u> CASQA EC-10, EC-12</p>
Soil Roughening	<p>Mechanically roughening soil (track walking or imprinting) to prepare soil for additional BMPs or create small terraces to break up sheet flow. Soil roughening can be applied to slopes, stockpiles, basins, and other disturbed soil areas. Soil roughening is intended to be used in combination with additional erosion control and sediment control BMPs. A common implementation method is to drive heavy equipment with its treads parallel to the contours of the slope. For long slopes additional terracing may be required. <u>Reference:</u> CASQA EC-15</p>

3.4.2 Sediment Control (SE)

Sediment control BMPs focus on preventing eroded soil from being discharged from the construction site. The demand placed on sediment control BMPs is dependent upon the effectiveness of the erosion control BMPs. More robust erosion controls will reduce the need for sediment controls and vice versa. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common sediment control BMPs for construction projects.

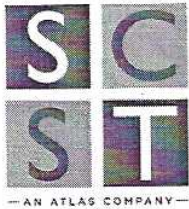
At a minimum, sediment controls are to be used as a supplement to erosion prevention for keeping sediment on-site during construction, and slope stabilization must be used on all active slopes during rain events regardless of the season and on all inactive slopes during the rainy season and during rain events in the dry season.

Table 5: Perimeter / Linear Control BMPs

Perimeter / Linear Controls: Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)	
Type	Description
Linear Sediment Controls	Installing sediment control BMPs along contours to reduce runoff velocity, remove sediment, and discourage rill erosion. Examples include: fiber rolls, sand / gravel bags, and straw bales. Linear sediment controls are effective parallel to contours on the face of slopes and at the top and toe of slopes. Linear sediment controls are typically implemented temporarily until slope is stabilized. Straw bales must be anchored and should not be used on the face of slopes. Fiber rolls must be trenched and staked during installation. For Risk Level / LUP Type 2 and 3 projects, the CGP specifies minimum uninterrupted sheet flow lengths for slopes to be 20 feet for slopes under 25%, 15 feet for slopes 25-50%, and 10 feet for slopes over 50%. <u>Reference:</u> CASQA SE-5, SE-6, SE-8, SE-9, SE-14
Perimeter Controls	Installing a barrier to prevent sediment discharges by controlling run-on and run-off around the perimeter of the construction site or limits of grading. Examples include: silt fence, fiber rolls, sand / gravel bags, and straw bales. Perimeter controls are effective when implemented around the perimeter of the construction site or limits of grading. Perimeter controls are not effective when used in a concentrated flow path. Silt fence and fiber rolls require proper installation which includes trenching and staking. Typically, perimeter controls should be installed prior to grading and remain functional until final stabilization is achieved. Maintenance of perimeter controls must be performed as needed. Perimeter controls are a minimum BMP requirement of the CGP. <u>Reference:</u> CASQA SE-1, SE-5, SE-6, SE-8, SE-14

APPENDIX F

GEOTECHNICAL REPORT



GEOTECHNICAL INVESTIGATION

PROJECT 7467

WATER MAIN REPLACEMENT AT EAGLE HILLS TRACT

City of Brea, California

Prepared By:
SCST, LLC
9549 East Slauson Ave.
Pico Rivera, CA 90660

Prepared For:
Ms. Leah Kabbara, P.E.
Kabbara Engineering
121 North Harwood Street
Orange, California 92866

Providing Professional Engineering Services Since 1959

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GEOTECHNICAL INVESTIGATION



January 8, 2020

SCST No. 190149P4
Report No. 1

Ms. Leah Kabbara, P.E.
Kabbara Engineering
121 North Harwood Street
Orange, California 92866

Subject: GEOTECHNICAL INVESTIGATION
PROJECT 7467
WATER MAIN REPLACEMENT AT EAGLE HILLS TRACT
CITY OF BREA, CALIFORNIA

Dear Ms. Kabbara:

SCST, LLC (SCST), an Atlas company, is pleased to present this report of our findings for the geotechnical investigation performed for the Water Main Replacement at Eagle Hills Tract project located in the City of Brea, California. The purpose of our geotechnical investigation was to evaluate the existing subsurface conditions of various streets within the neighborhood and provide geotechnical conclusions regarding the corrosivity of subgrade materials. This investigation was performed in general accordance with our Proposal Number 19-0016-2 dated April 4, 2019.

We appreciate the opportunity to be of service to you on this project. If you have any questions, comments, or require additional information, please call our office at 619-280-4321.

Respectfully Submitted,
SCST, LLC

Noble Rassam
Staff Engineer



Reza Saeedzadeh, Ph.D., PE C87885
Senior Engineer

Daniel Richardson, PE C89379
Project Engineer



TC:DR:RS:hu

- (1) Addressee via e-mail: Leah@Kabbara.net
- (1) Mr. Bill Kabbara via email: bill@kabbara.net

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1. INTRODUCTION

The city of Brea's Project 7467 is for water main replacement at Eagle Hills tract. The project site includes various streets within the Eagle Hills neighborhood in the city of Brea, California. This report presents the results of our field exploration, laboratory testing, and our conclusions regarding the corrosivity of earth materials at the project site.

1.1 SITE AND PROJECT DESCRIPTION

The project site is a tract within the neighborhood of Eagle Hills in Brea, California, located about a half-mile north of California State Route 90 and consists of 13 streets. Streets included in this Eagle Hills tract project are Bluebell Avenue, Bluegrass Street, Foxglove Street, Goldenrod Street, Morning Glory Street, N. Flower Hill Street, North Starflower Street, Primrose Avenue, Shamrock Avenue, S. Flower Hills Street, South Starflower Street, Sunflower Street, and Wintergreen Street. The general project area is shown on the Site Vicinity Map (Figure 1). SCST, LLC (SCST) understands that this project consists of replacing existing undersized and deteriorated water mains on the previously-mentioned streets.

1.2 PURPOSE AND SCOPE OF WORK

The purpose of our investigation was to evaluate subsurface soil conditions within the project alignments and provide conclusions regarding corrosivity of earth materials. The results of the field and laboratory programs were evaluated to develop conclusions. The scope of work performed by SCST consisted of the following:

- Prepared and submitted a construction encroachment permit application, including required traffic control plans, to the City;
- Marked core locations and obtained utility mark out from Underground Service Alert of Southern California;
- Performed traffic control during fieldwork per the WATCH manual;
- Cored the existing pavement and sampled subgrade to approximately 5 feet below the existing pavement surface at 11 locations using hand tools;
- Backfilled test borings with auger cuttings and patched pavements with high-strength, rapid-set concrete dyed black after obtaining soil samples;
- Logged and sampled subgrade materials for examination and laboratory testing;
- Performed laboratory testing to evaluate corrosivity of earth materials; and
- Prepared an illustrated geotechnical investigation report complete with field and laboratory data including:
 - Core location map



- Tabulated pavement section thickness and soil characterization detailing subsurface conditions noted at the boring locations
- Conclusions regarding corrosivity of earth materials

2. FIELD EXPLORATION

A site reconnaissance and core locations mark out was performed by an SCST engineer on June 24, 2019. Underground Service Alert was notified. Cores were selected to represent areas in nearby proximity to existing water mains.

Our subsurface explorations were conducted on July 8, 2019 and July 9, 2019 and consisted of coring the existing pavement at 11 locations and sampling subgrade materials to depths of between approximately 3¾ to 6 feet below the existing pavement surface using hand tools. An SCST engineer logged and sampled the encountered soils in accordance with the Unified Soil Classification System (USCS). Disturbed bulk samples were obtained from the borings using hand tools. The samples were transported to our in-house geotechnical laboratory for testing. Borings were backfilled with auger cuttings and pavement was patched with high-strength, rapid-set concrete dyed black. The approximate locations of the borings are presented on Figure 2 and summarized in Table 1.

TABLE 1
Summary of Boring Locations

Boring Identification	Approximate Offset from Curb (feet)	Nearest Address
B-1	10	186 S Flower Hill Street
B-2	10	158 Bluegrass Street
B-3	7	176 Morning Glory Street
B-4	6	262 Morning Glory Street
B-5	6	181 Sunflower Street
B-6	11	276 Sunflower Street
B-7	10	2909 East Shamrock
B-8	10	800 East Shamrock
B-9	11	112 South Starflower
B-10	11	148 Foxglove Street
B-11	10	2983 East Primrose



3. LABORATORY TESTING

Select samples obtained from the borings were tested to evaluate corrosivity. Brief descriptions of the laboratory test procedures and the test results are presented in Appendix I.

4. SURFACE AND SUBSURFACE CONDITIONS

Asphalt concrete (AC) and aggregate base (AB) were encountered at each location. Subgrade encountered generally consisted of silty to clayey sand and sandy silt and sandy clay. Unmarked utilities were encountered as well as utility shade sand. Groundwater or caving was not encountered in the borings during our investigation. Table 2 summarizes the details of existing pavement structural sections and subgrade soils.

TABLE 2
Summary of Surface and Subsurface Conditions

Core Location	Existing Pavement Section*	Subgrade Classification (USCS)	Depth Range (feet)	Notes
B-1	3¾" AC / 4" AB	Clayey Sand (SC)	¾ to 5½	
B-2	4½" AC / 3½" AB	Clayey Sand (SC)	¾ to 5½	Encountered concrete at 2¼' (Possible Utility)
B-3	3½" AC / 4½" AB	Clayey Sand (SC)	¾ to 3½	Shade sand 3½' to 4½' (Possible Utility)
		Silty Sand (SM)	3½ to 5½	
B-4	3½" AC / 4½" AB	Silty Sand (SM)	¾ to 3¾	Shade sand from 3' to 3¾'. Boring terminated on metal pipe
B-5	4" AC / 6½" AB	Sandy Clay (CL)	1 to 2¾	Pipe encountered at 4'
		Silty Sand (SM)	2¾ to 4	
		Sandy Clay (CL)	4 to 6	
B-6	5" AC / 6" AB	Clayey Sand (SC)	1 to 5½	
B-7	4¾" AC / 3¼" AB	Clayey Sand (SC)	¾ to 5½'	
B-8	5" AC / 5" AB	Clayey Sand (SC)	1 to 2½	
		Silty Sand (SM)	2½ to 5½	
B-9	4¼" AC / 2¾" AB	Clayey Sand (SC)	¾ to 4	
		Silty Sand (SM)	4 to 6	
B-10	4½" AC / 3½" AB	Sandy Clay (CL)	¾ to 2¼	
		Clayey Sand (SC)	2¼ to 4	
		Sandy Clay (CL)	4 to 5½	
B-11	4½" AC / 4½" AB	Sandy Clay (CL)	¾ to 2½	
		Sandy Silt (ML)	2½ to 3¼	
		Sandy Clay (CL)	3¼ to 5½	

*AC: Asphalt Concrete, AB: Aggregate Base



5. CONCLUSIONS REGARDING CORROSIVITY OF EARTH MATERIALS

Caltrans (2018) considers a site to be corrosive if one or more of the following conditions exist for the representative soil samples taken at the site:

- chloride concentration is 0.05% or greater,
- sulfate concentration is 0.2% or greater, or
- the pH is 5.5 or less.

Based on test results presented in Appendix I, these conditions do not exist at this site.

The National Association of Corrosion Engineers (1984) categorizes the soil corrosivity for unprotected ferrous metals as follows:

- Severely corrosive if resistivity is 0 to 1,000 ohm-cm;
- Corrosive if resistivity is 1,000 to 2,000 ohm-cm;
- Moderately corrosive if resistivity is 2,000 to 10,000 ohm-cm; and
- Mildly corrosive if resistivity is over 10,000 ohm-cm (NACE 1984).

The tested soils can be considered corrosive to severely corrosive to unprotected ferrous metals due to low electrical resistivity values of the on-site soils. A corrosion engineer should be consulted to further evaluate the corrosion potential of the soils.

The project design engineer should use the sulfate test results in conjunction with ACI 318 to specify the water/cement ratio, compressive strength, and cementitious material types for concrete exposed to soil.

6. LIMITATIONS

SCST should be advised of any changes in the project scope so that the findings can be evaluated with respect to the revised plans. The findings in this report are valid as of the date of this report. Changes in the condition of the site can, however, occur with the passage of time, whether they are due to natural processes or work in this or adjacent areas. In addition, changes in the standards of practice and government regulations can occur. Thus, the findings in this report could be invalidated wholly or in part by changes beyond our control. This report should not be relied upon after a period of two years without a review by us verifying the suitability of the findings to site conditions at that time.



In the performance of our professional services, we comply with that level of care and skill ordinarily exercised by members of our profession currently practicing under similar conditions and in the same locality. The client recognizes that subsurface conditions may vary from those encountered at the exploratory locations and that our data, interpretations, and findings are based solely on the information obtained by us. We will be responsible for those data, interpretations, and findings, but will not be responsible for interpretations by others of the information developed. Our services consist of professional consultation and observation only, and no warranty of any kind whatsoever, express or implied, is made or intended in connection with the work performed or to be performed by us, or by our proposal for consulting or other services, or by our furnishing of oral or written reports or findings.

7. REFERENCES

American Concrete Institute (ACI) (2014), Building Code Requirements for Structural Concrete (ACI 318-14) and Commentary, August.

California Department of Transportation, Division of Engineering Services, Materials Engineering and Testing Services, Corrosion Branch (2018), "Corrosion Guidelines, version 3.0" March.

National Association of Corrosion Engineers, Education and Training Committee (1984), "Corrosion Basics: An Introduction", May.

Public Works Standards, Inc. (2018), "Greenbook: Standard Specifications for Public Works Construction".

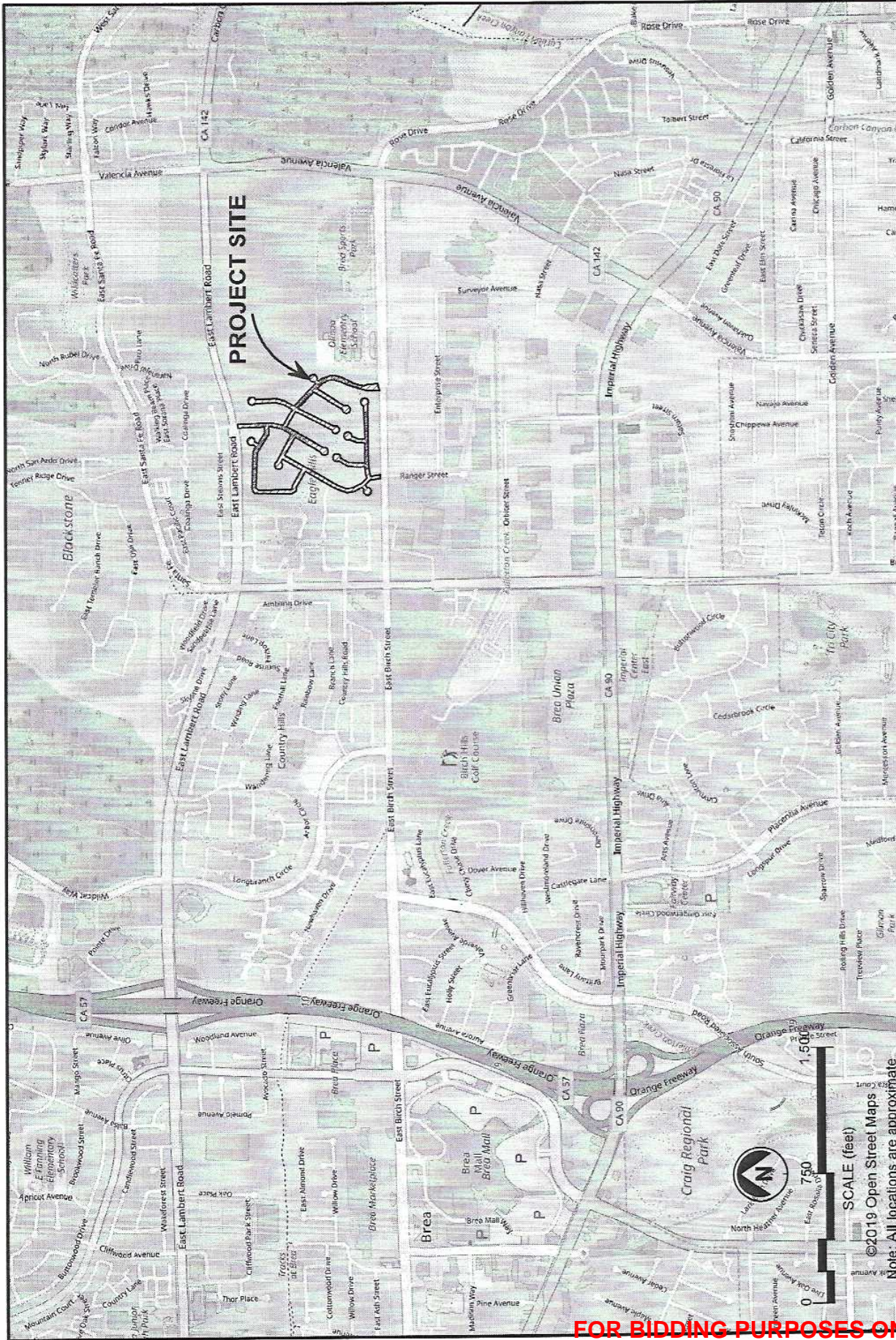


Figure:

1

Date: January, 2020

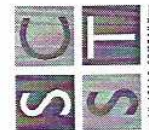
By: THC

Job No.: 190149P4

SITE VICINITY MAP

Project 7467 Water Main Replacement at Eagle Hills Tract
Brea, California

SCST, LLC



©2019 Open Street Maps
Note: All locations are approximate

FOR BIDDING PURPOSES ONLY



SCST LEGEND:

 B-11 Location of Boring
(5 1/2) (Depth in Feet)

Date: January, 2020
By: THC
Job No.: 190149P4

Figure:
2

SUBSURFACE EXPLORATION MAP
Project 7467 Water Main Replacement at Eagle Hills Tract
Brea, California

SCST, LLC

©2019 Google Earth
Note: All locations are approximate.

FOR BIDDING PURPOSES ONLY

APPENDIX I

APPENDIX I LABORATORY TESTING

A brief description of corrosivity tests is presented below. Results are presented on the following page of this Appendix.

CORROSIVITY: Corrosivity tests were performed on one sample from each location. The pH and minimum resistivity were determined in general accordance with California Test 643. The soluble sulfate content was determined in accordance with California Test 417. The total chloride ion content was determined in accordance with California Test 422.

RESISTIVITY, pH, SOLUBLE CHLORIDE and SOLUBLE SULFATE

pH & Resistivity (Cal 643, ASTM G51)

Soluble Chlorides (Cal 422)

Soluble Sulfate (Cal 417)

SAMPLE	RESISTIVITY (Ω -cm)	pH	CHLORIDE (%)	SULFATE (%)
B-1 at 3 to 5 feet and 5 to 5½ feet	1410	7.53	0.004	0.011
B-2 at 5 to 5½ feet	700	7.35	0.003	0.019
B-3 at 5 to 5½ feet	1540	8.03	0.002	0.000
B-4 at 2 to 3 feet	1600	8.46	0.002	0.000
B-5 at 5 to 6 feet	1240	7.93	0.003	0.002
B-6 at 4½ to 5½ feet	770	8.03	0.002	0.002
B-7 at 3½ to 4½ feet	854	8.03	0.003	0.000
B-8 at 2½ to 4½ feet	1980	8.60	0.002	0.001
B-9 at 2½ to 4 feet	954	8.02	0.005	0.017
B-10 at 4 to 5½ feet	1060	7.47	0.005	0.008
B-11 at 4 to 5½ feet	1100	7.60	0.005	0.001

WATER-SOLUBLE SULFATE (SO_4^{2-}) EXPOSURE

Modified from ACI 318-14 Table 19.3.1.1 and Table 19.3.2.1

Water-soluble sulfate (SO_4^{2-}) in soil, percent by weight	Exposure Severity	Exposure Class	Cement Type (ASTM C150)	Max. w/cm	Min. f'_c (psi)
$\text{SO}_4^{2-} < 0.10$	Not applicable	S0	No type restriction	N/A	2,500
$0.10 \leq \text{SO}_4^{2-} < 0.20$	Moderate	S1	II	0.50	4,000
$0.20 \leq \text{SO}_4^{2-} < 2.00$	Severe	S2	V	0.45	4,500
$\text{SO}_4^{2-} > 2.00$	Very Severe	S3	V plus pozzolan or slag cement	0.45	4,500



SCST, LLC

Project 7467 Water Main Replacement at Eagle Hills Tract
Brea, California

By: DJR	Date: January 2020
Job Number: 190149P4	Figure: I-1

FOR BIDDING PURPOSES ONLY

APPENDIX G

WARRANTY BOND SAMPLE

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.

FOR BIDDING PURPOSES ONLY



City of Brea

Eagle Hills Tract Water Improvements

CIP 7467

CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01

March 19, 2020

Notice to All Bidders:

RFI BIDDER QUESTIONS:

None

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

PROJECT SPECIFICATIONS:

The following shall be revised:

REPLACE: Page vii, Table of Contents with new Table of Contents

ADD: Appendix H – Centerline Monument Ties

PROJECT PLANS:

No changes

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

CITY OF BREA
PUBLIC WORKS DEPARTMENT

Bill Kabbara, P.E.
Project Design Engineer of Record



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

Attachments:

This is to acknowledge receipt and review of Addendum #01, dated March 19, 2020. It is understood that this document shall be incorporated in the Contractor's bid. Please note: The bidding Contractor shall signify receipt of this Addendum #01 in the Contractor's Proposal, Page C-2.

SECTION 302 - ROADWAY SURFACING.....E-55

302-1 COLD MILLING OF EXISTING PAVEMENT
302-4 SLURRY SEAL SURFACING
302-5 ASPHALT CONCRETE PAVEMENT
302-9 ASPHALT RUBBER HOT MIX (ARHM)

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTIONE-67

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS,
SPANDRELS, ACCESS RAMPS AND DRIVEWAYS

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTIONE-69

306-3 TRENCH EXCAVATION
306-4 SHORING AND BRACING
306-6 BEDDING
306-8 PREFABRICATED PRESSURE PIPE
306-12 BACKFILL
306-13 TRENCH RESURFACING

SECTION 310 - PAINTING E-75

SECTION 313 – DETECTABLE WARNING SURFACES..... E-77

REFERENCE SPECIFICATIONS

APPENDIX A –STANDARD PLANS

APPENDIX B - CONTRACTORS BUSINESS LICENSE APPLICATION

APPENDIX C - INSURANCE AND INDEMNITY REQUIREMENTS

APPENDIX D - UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

APPENDIX E – NPDES INFORMATION

APPENDIX F – GEOTECHNICAL REPORT

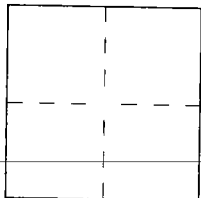
APPENDIX G – WARRANTY BOND SAMPLE

APPENDIX H – CENTERLINE MONUMENT TIES

APPENDIX H

CENTERLINE MONUMENT TIES

CORNER RECORD

Document Number 2005-0150 BCity of Brea County of Orange, CaliforniaBrief Legal Description Birch Street @ Ranger Avenue / Starflower Street

CORNER TYPE

Government Corner ☐ Control ☒
Meander ☐ Property ☐
Rancho ☐ Other ☐

Date of Survey 12/15/2004

COORDINATES (Optional)

N. _____
E. _____
Zone _____ NAD27 ☐ NAD83 ☐
NAD83 Epoch _____
Elev. _____
Vert. Datum: NGVD29 ☐ NAVD88 ☐
Meas. Units: Metric ☐ Imperial ☐
U.S. Survey foot ☐

Corner Left as found ☐ Found and tagged ☐ Established ☐ Reestablished ☒ Rebuilt ☐

Identification and type of corner found; Evidence used to identify or procedure used to establish or reestablish the corner:

Set per Corner Record 2004-1875A

A description of the physical condition of the monument as found and as set or reset: _____

These ties are for the purpose of perpetuating the found monumentation. No claim is
made as to the relationship of the points or lines shown hereon to true boundary locations.

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with
the Land Surveyor's Act on February 4, 2005

Signed Betty L. Mills L.S. or R.C.E. No. 6970

COUNTY SURVEYOR'S STATEMENT

This Corner Record was received FEB 08 2005and examined and filed FEB 11 2005Signed [Signature] L.S. or R.C.E. No. 6185Title "COUNTY SURVEYOR"

County Surveyor's Comment _____

POST CONSTRUCTION

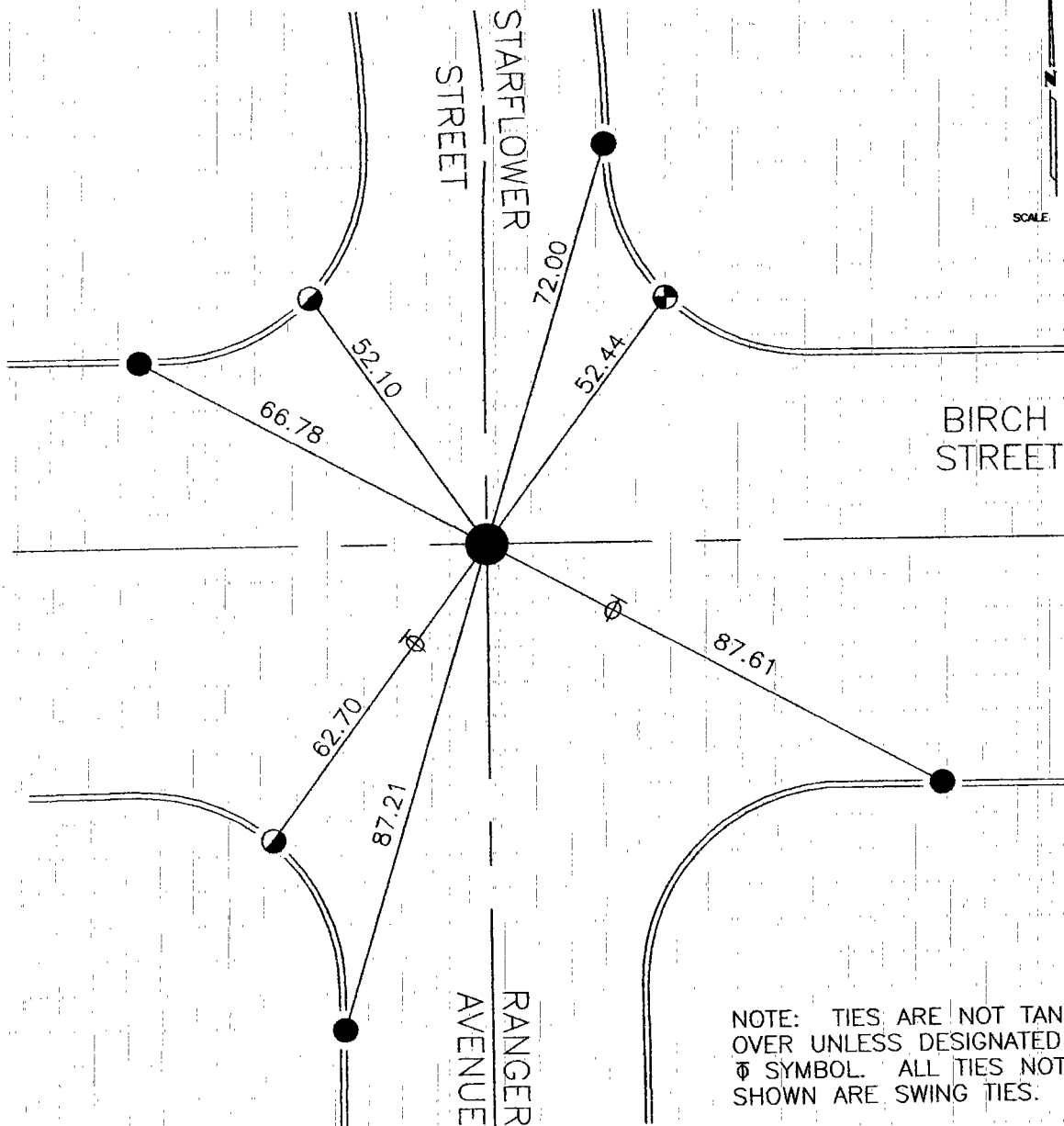
SET MAG NAIL & WASHER (LS 6970)
TO MARK LOCATION OF BURIED
PUNCH SPIKE & WASHER (LS 3428)
FOUND PER CORNER RECORD
2004-1875A 12/15/2004

FOUND L,T&T (RCE 8793) PER
CORNER RECORD 2004-1875A

FOUND L&T PER CORNER
RECORD 2004-1875A

FOUND L&T PER CORNER
RECORD 2004-1875A

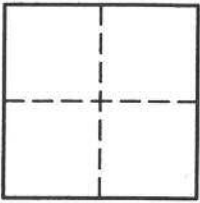
FOUND L&T PER CORNER
RECORD 2004-1875A



CORNER RECORD

Agency Index

Document Number

2017-2855BCity of BREACounty of ORANGE, CaliforniaBrief Legal Description LAMBERT ROAD & SUNFLOWER STREET**CORNER TYPE**

Government Corner ☐ Control
Meander ☐ Property
Rancho ☐ Other

Date of Survey 12/7/2017**COORDINATES (Optional)**

N. _____ E. _____

☒ Elevation _____Units Metric ☐ U.S. Survey Foot ☒☐ Horizontal Datum _____

Zone _____ Epoch Date _____

Vertical Datum _____

☐ Complies with Public Resources Code §§8801-8819☐ Complies with Public Resources Code §§8890-8902PLS Act Ref: ☐ 8765(d) ☒ 8771 ☐ 8773 ☐ Other:

Corner/
Monument: ☐ Left as found ☐ Established ☐ Rebuilt ☐ Pre-Construction
☐ Found and tagged ☒ Reestablished ☐ Referenced ☒ Post-Construction

Narrative of corner identified and monument as found, set, reset, replaced, or removed:

☒ See sheet #2 for description (s):**SURVEYOR'S STATEMENT**

This Corner Record was prepared by me or under my direction in conformance with
the Professional Land Surveyors' Act on 12/11/2017

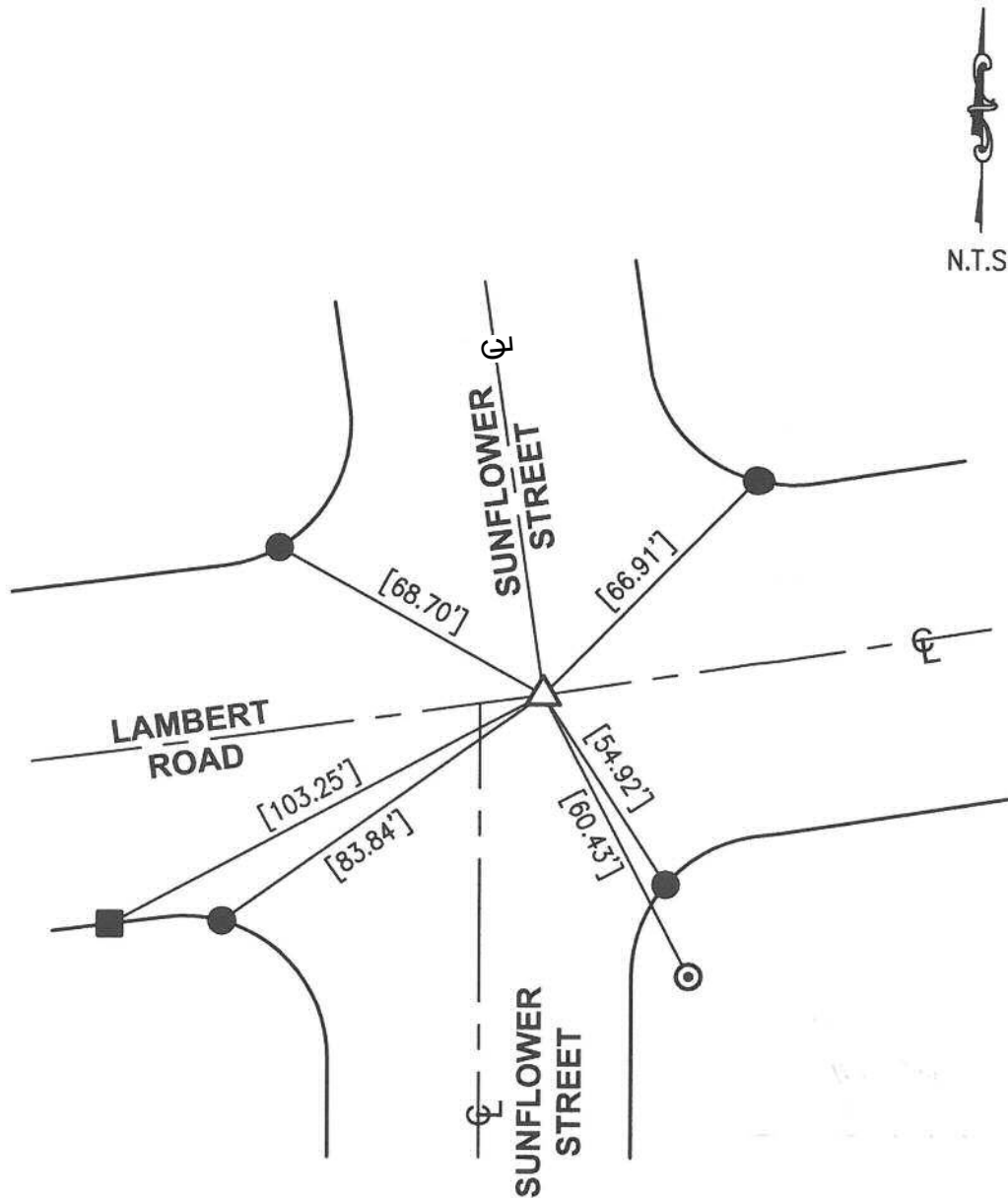
Signed [Signature] P.L.S. or R.C.E. No. 5411**COUNTY SURVEYOR'S STATEMENT**This Corner Record was received NOV 28 2017and examined and filed MAR 21 2018Signed [Signature] P.L.S. or R.C.E. No. 6617Title COUNTY SURVEYOR

County Surveyor's Comment _____

REFERENCES

R-1 = COUNTY OF ORANGE CORNER RECORD **2017-2842A**

[] = RECORD & MEASURED DISTANCE PER R-1



MONUMENT NOTES

△ FOUND NOTHING, SET GEAR SPIKE & WASHER STAMPED "LS 5411" PER TIES ON R-1, FLUSH, AFTER CONSTRUCTION.

● FOUND LEAD, TACK & TAG "RCE 21687" IN T.C. PER R-1.

■ FOUND LEAD, TACK & TAG "RCE 20206" IN T.C. PER R-1.

⊙ FOUND LEAD, TACK & TAG "CO OF ORANGE SURVEY" IN WALK PER R-1.

THE PURPOSE OF THIS RECORD IS TO DOCUMENT THE PERPETUATION OF FOUND MONUMENT(S) PURSUANT TO THE PLS ACT SECTION 8771.
17-ALL-337

⊥ Ties

S B No _____

Tract No 8242

Page 4 of 26

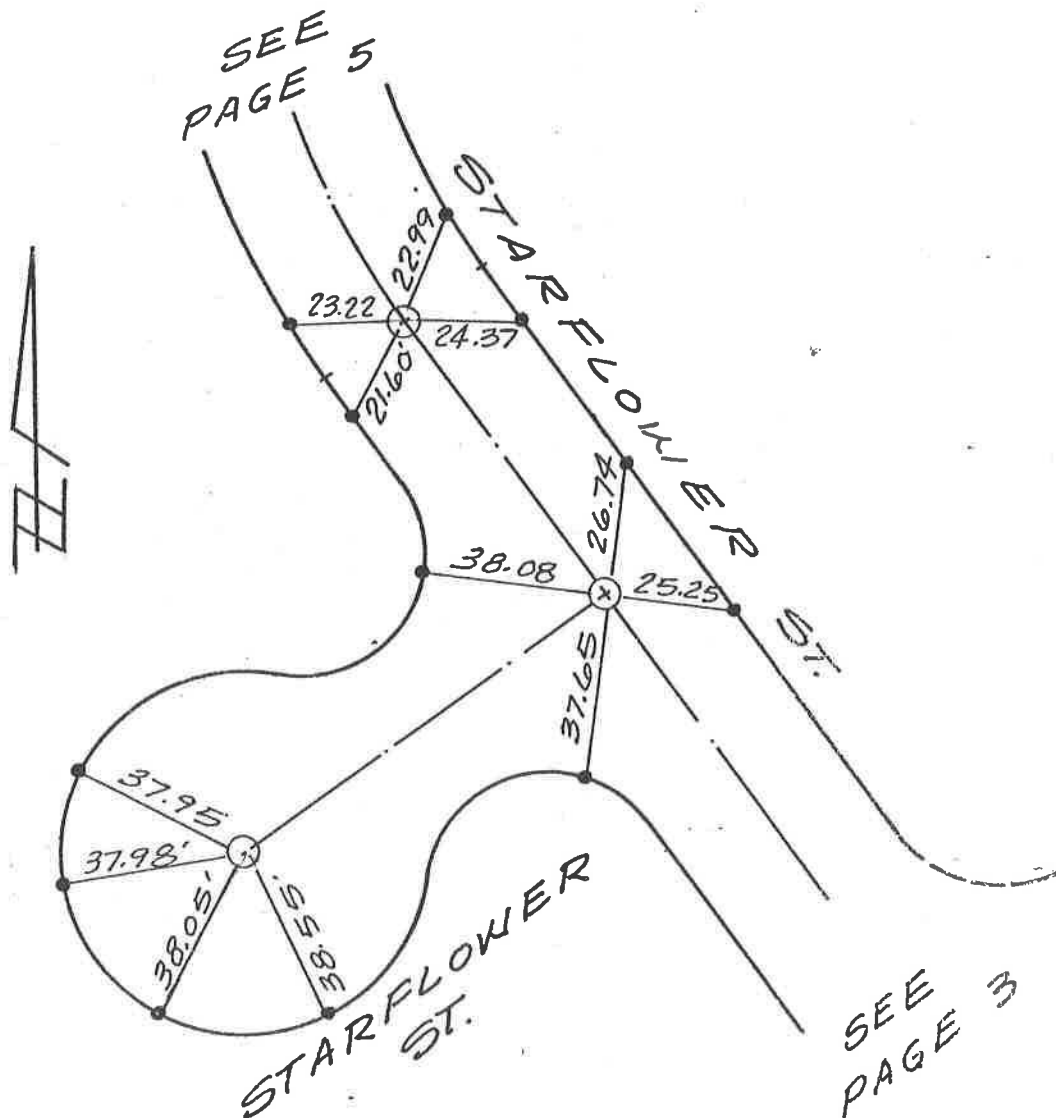
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

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- Indicates set L&T, RCE 8793 in top of curb



⊥ Ties

S B No _____

Tract No 8242

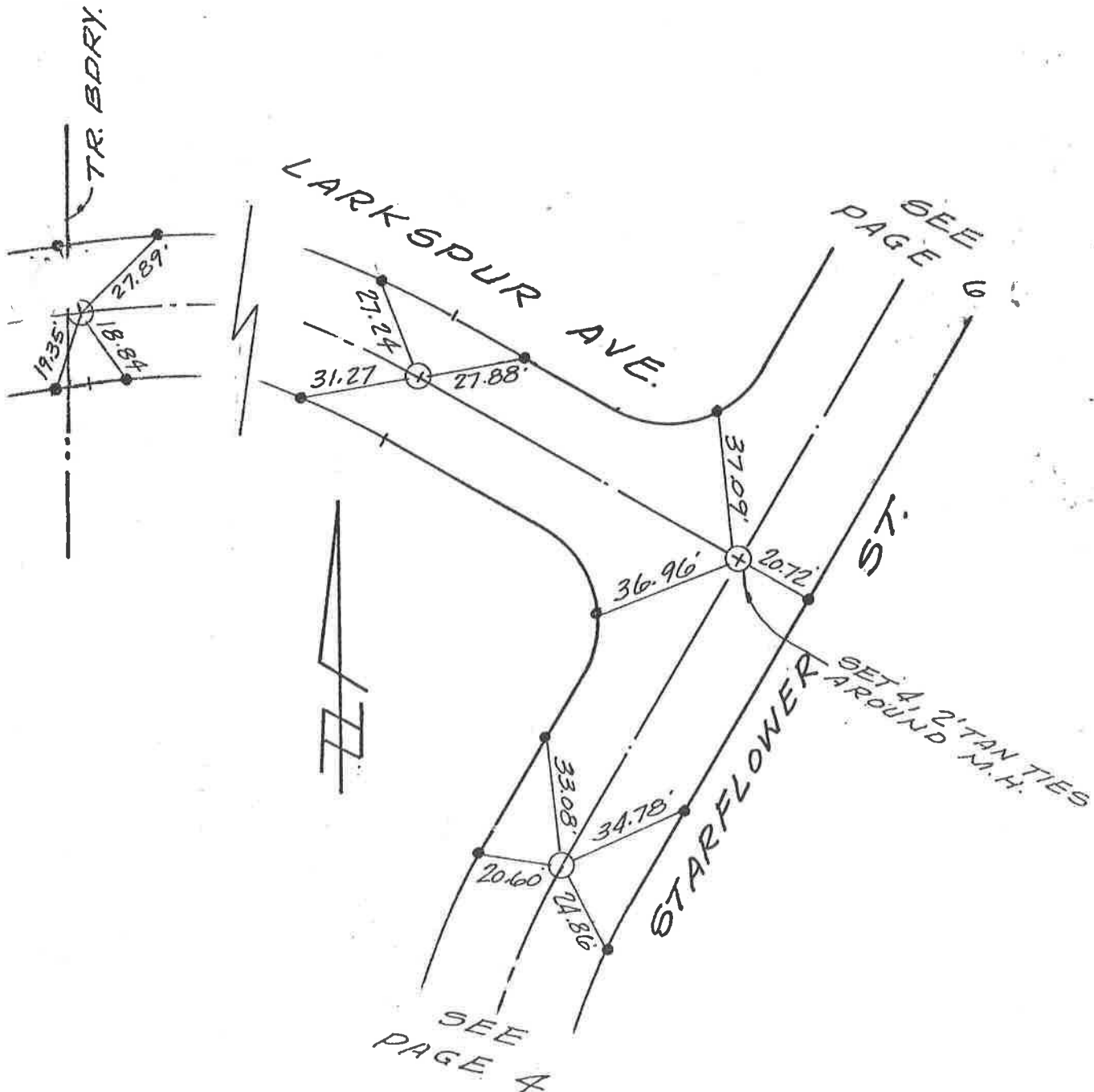
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Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981Legend

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C Ties

Tract No 8242

F.B. No. C-3 PAGE 117

S B No _____

Page 6 of 26

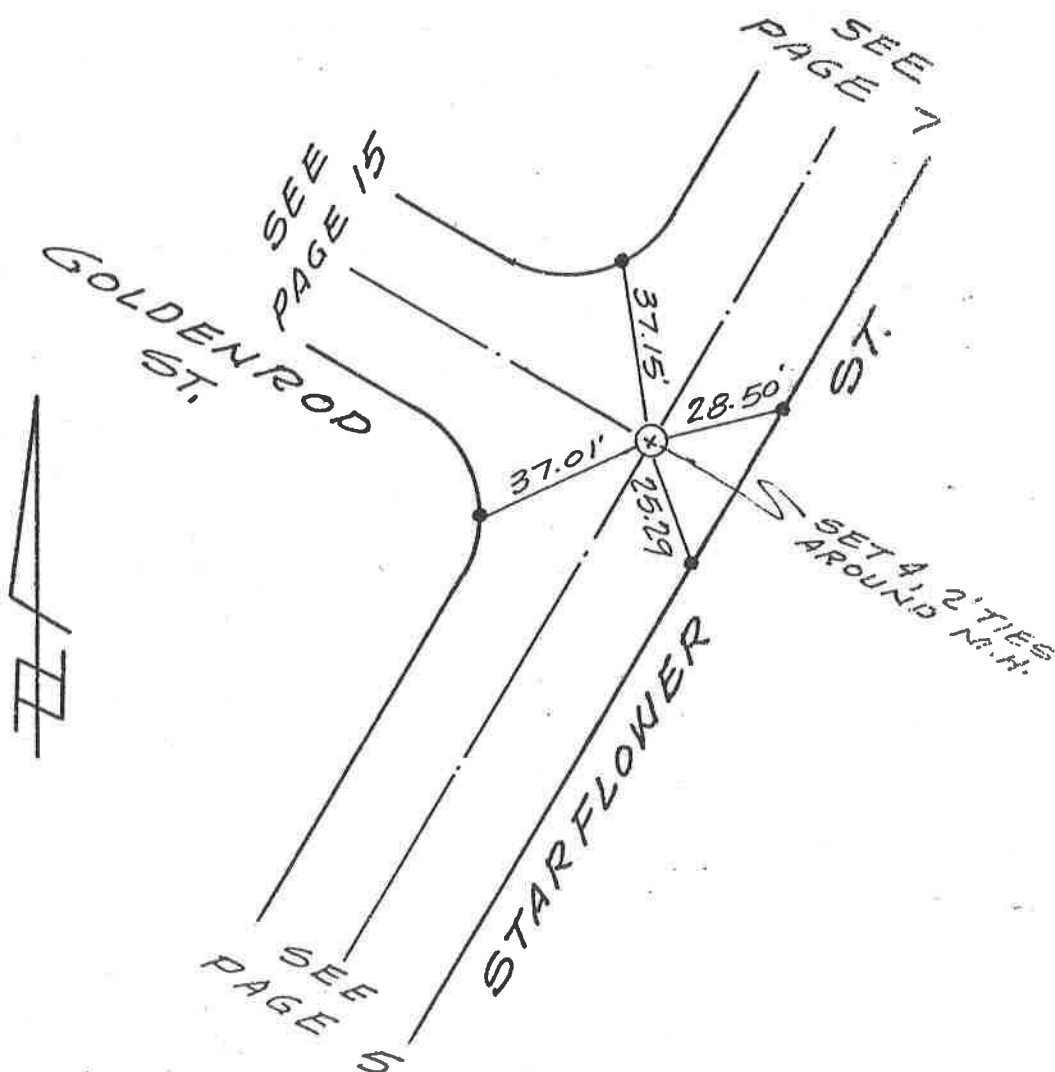
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Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

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⌄ Ties

Tract No 8242

FB. NO. C-3 PAGE 118
S B No _____

Page 7 of 26

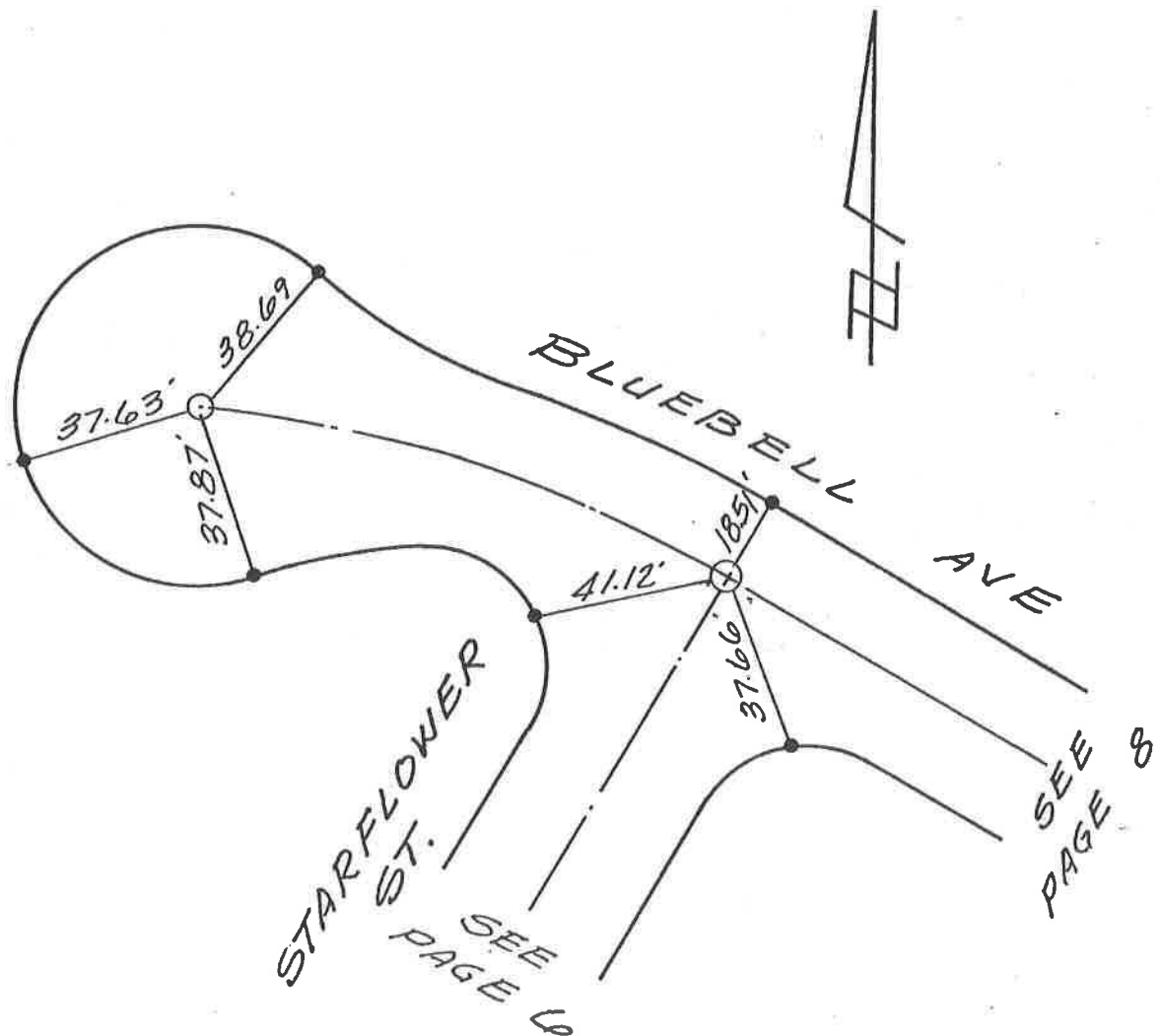
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Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

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 Ties

Tract No 8242

F.B. NO. C-3 PAGE 119

S B No _____

Page 8 of 26

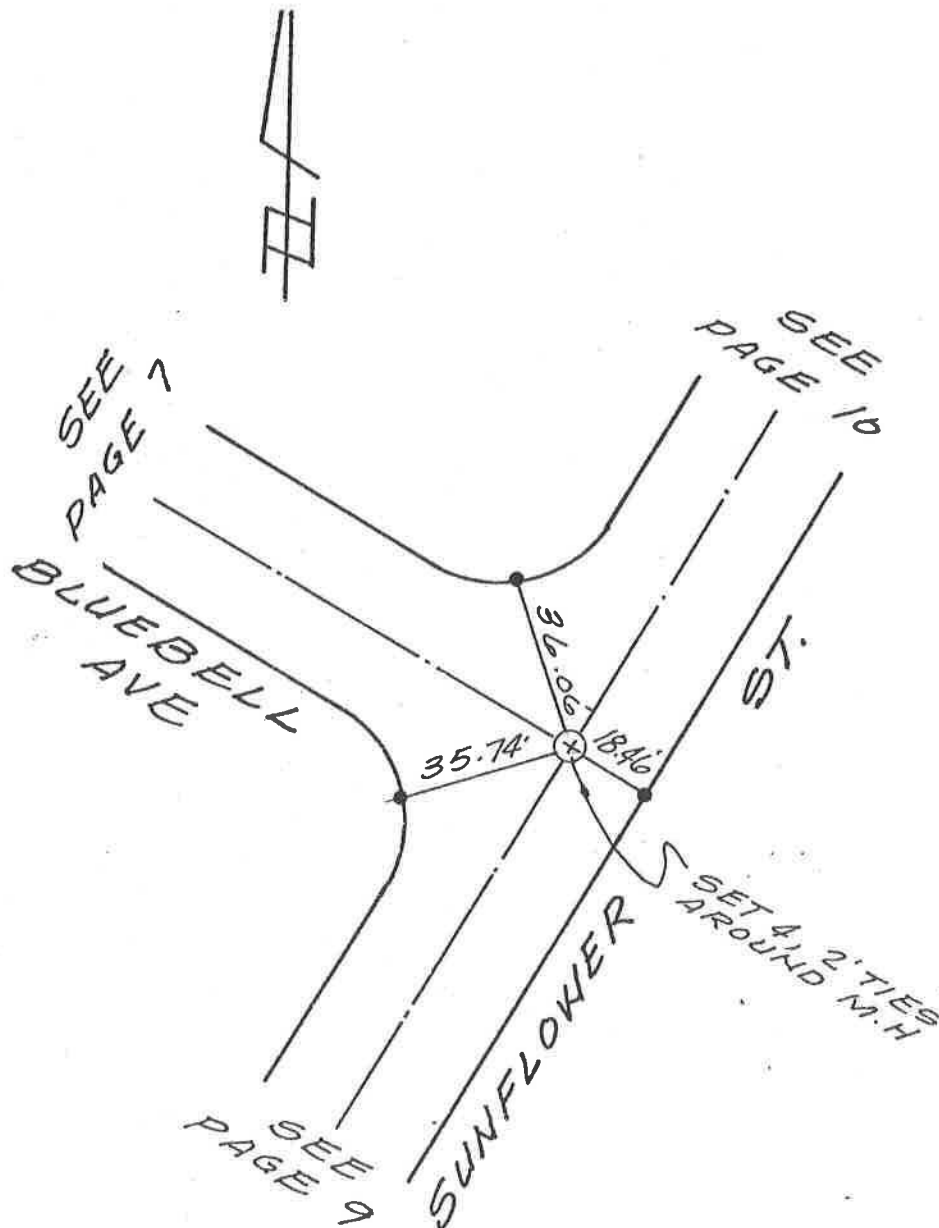
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Hugh E. Halderman, R.C.E. 8793

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⊕ Ties

Tract No 8242

F.B. NO. C-3 PAGE 120
S B No _____

Page 9 of 26

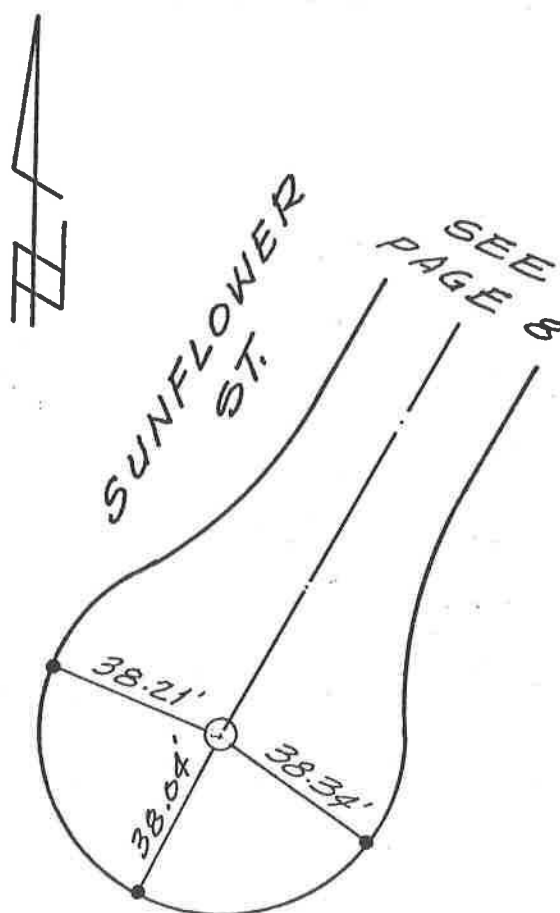
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Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

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- Indicates set L&T; RCE 8793 in top of curb



Tract No 8242

Page 10 of 26

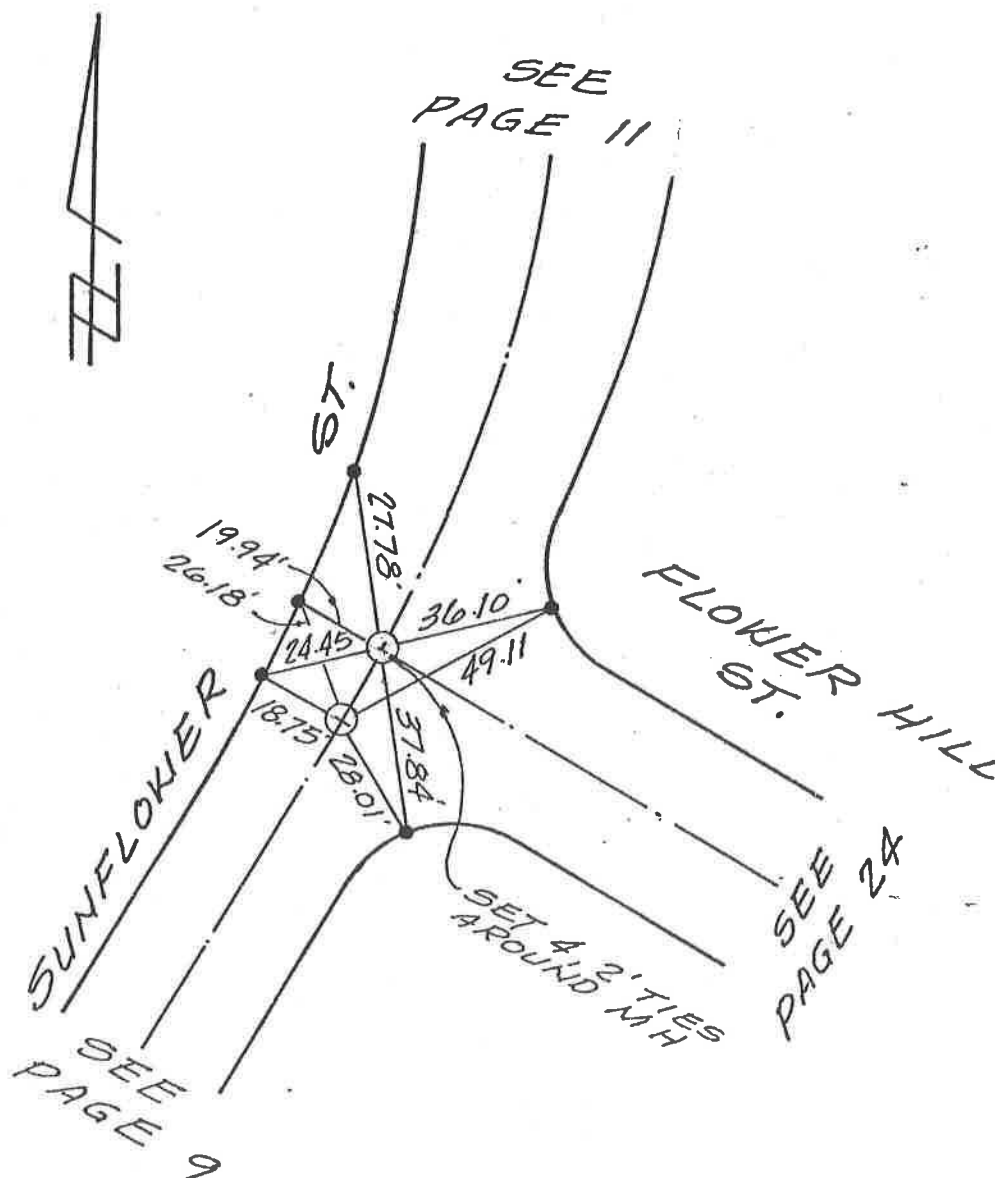
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Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

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C Ties

Tract No 8242

F.B. No. C-3 PAGE 122
S B No

Page 11 of 26

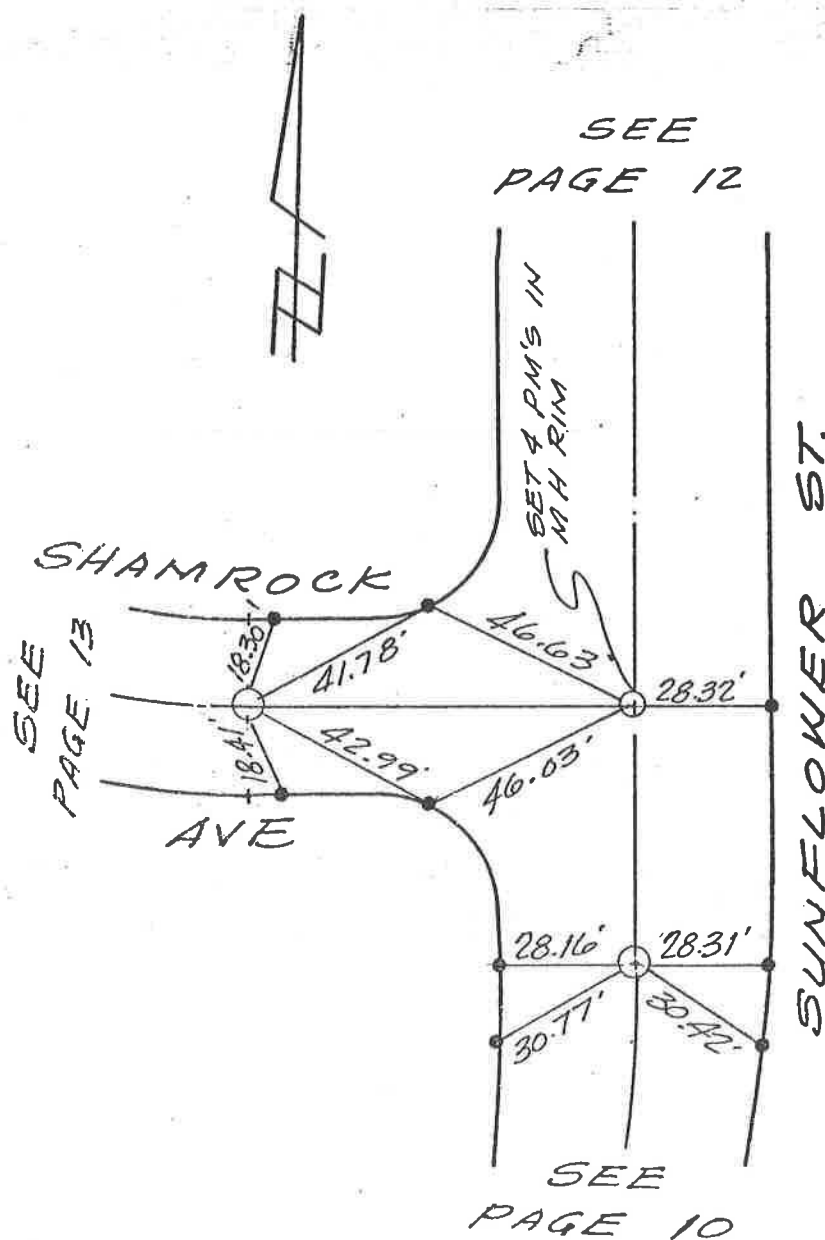
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

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- Indicates set L&T, RCE 8793 in top of curb



⌄ Ties

Tract No 8242

F.B. NO. C-3 PAGE 124
S. B No _____

Page 13 of 26

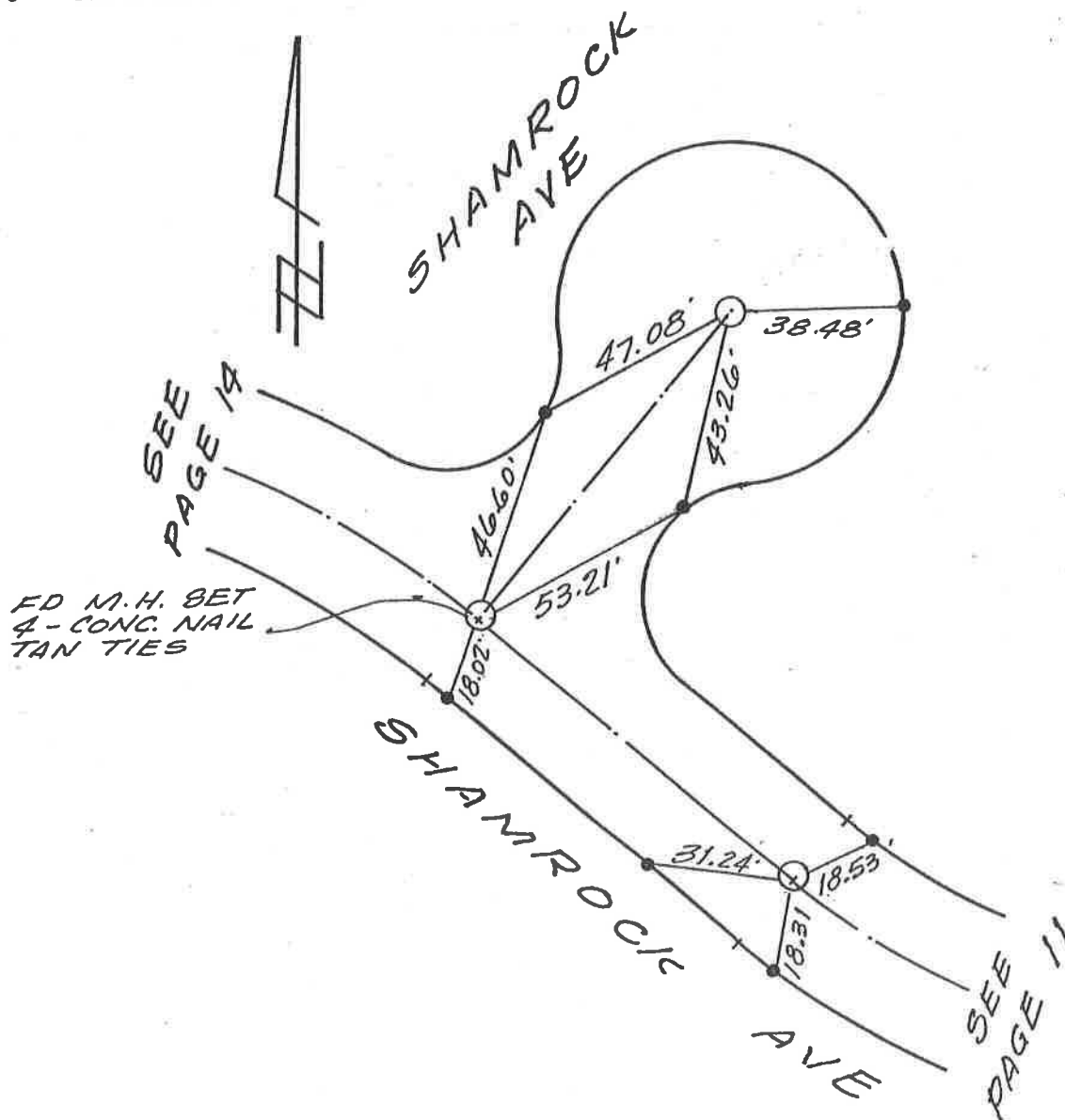
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Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

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 Ties

Tract No 8242

F.B. No. C-3 PAGE 125
S B No _____

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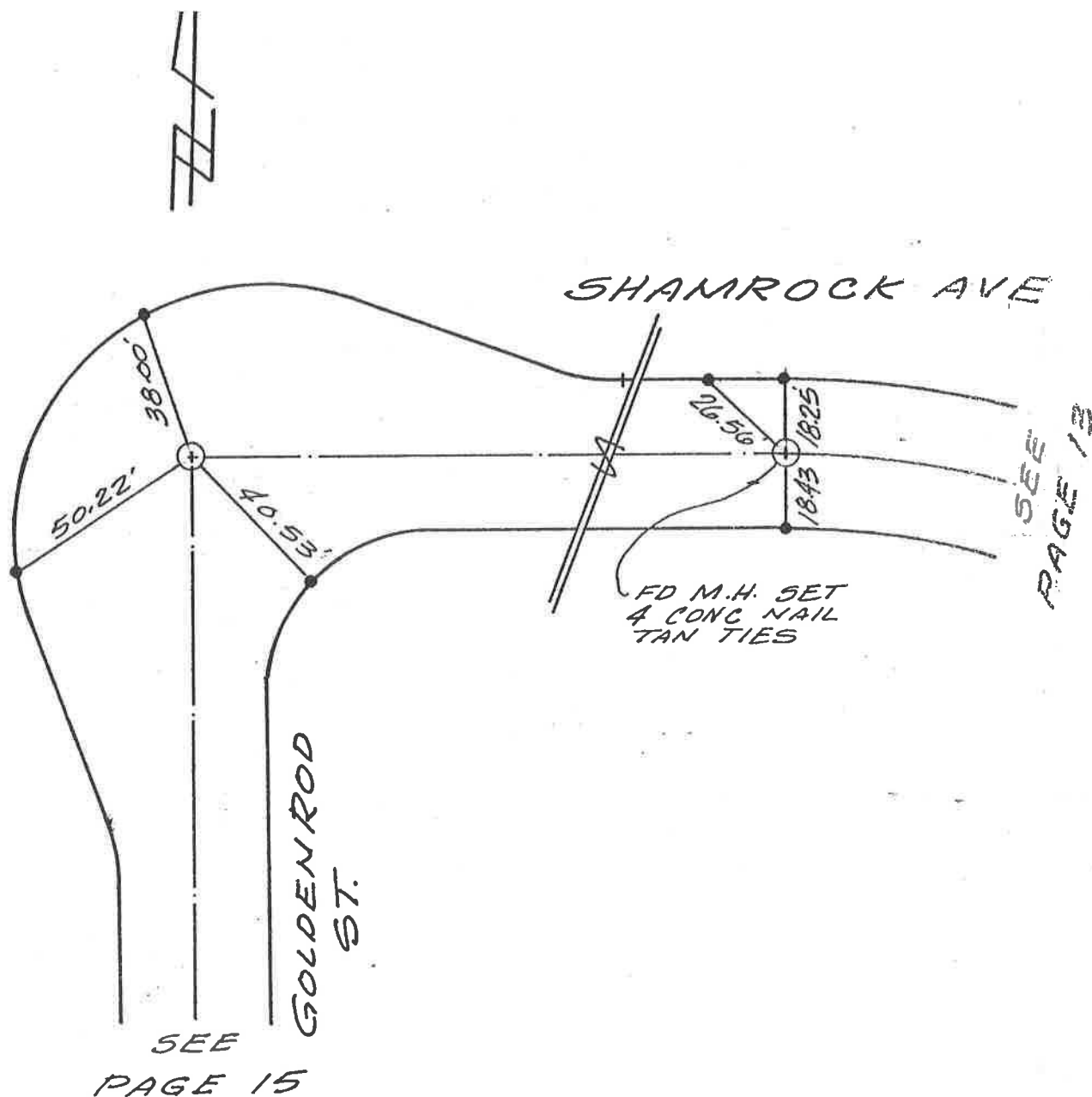
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Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

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 Ties

Tract No 8242

FB NO. C-3 PAGE 126
S B No _____

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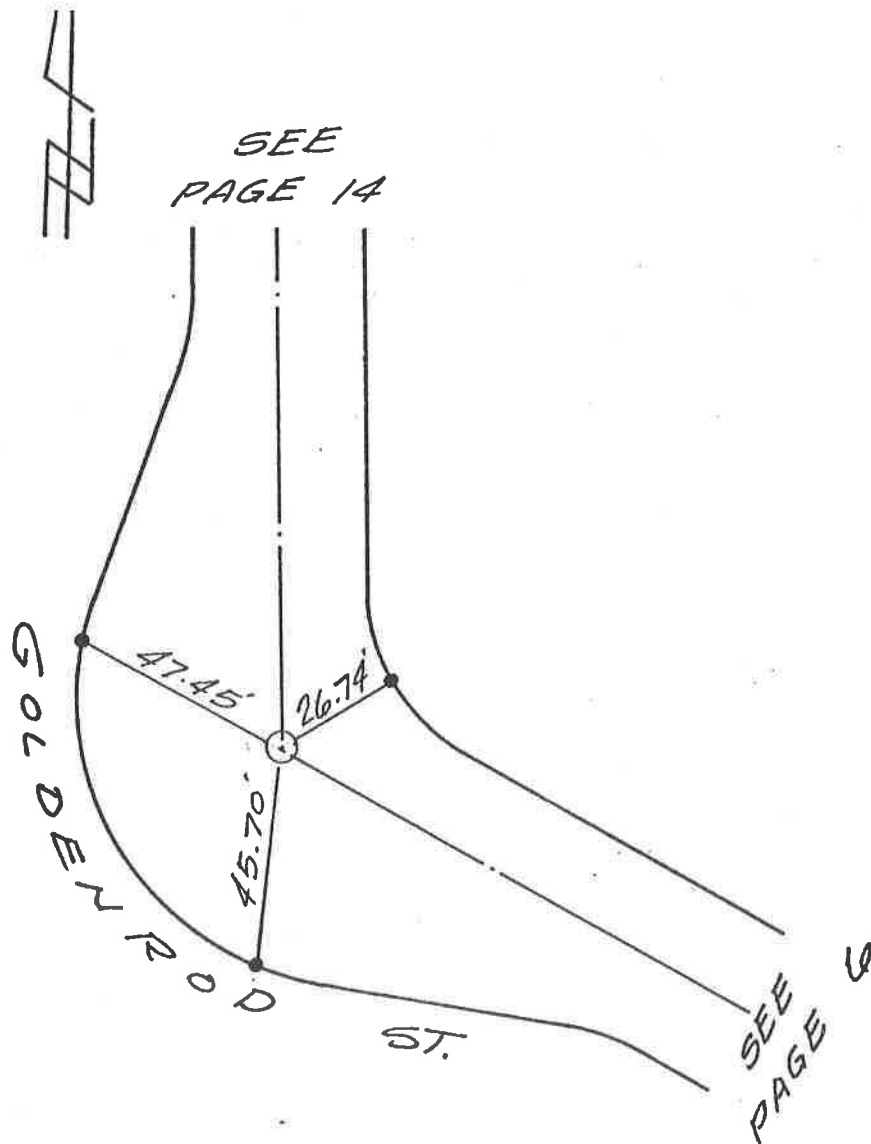
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Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

- Indicates set S&W, RCE 8793, unless otherwise noted
- Indicates set L&T, RCE 8793 in top of curb



 Ties

Tract No 8242

FB NO. C-3 PAGE 127
S B No _____

Page 16 of 26

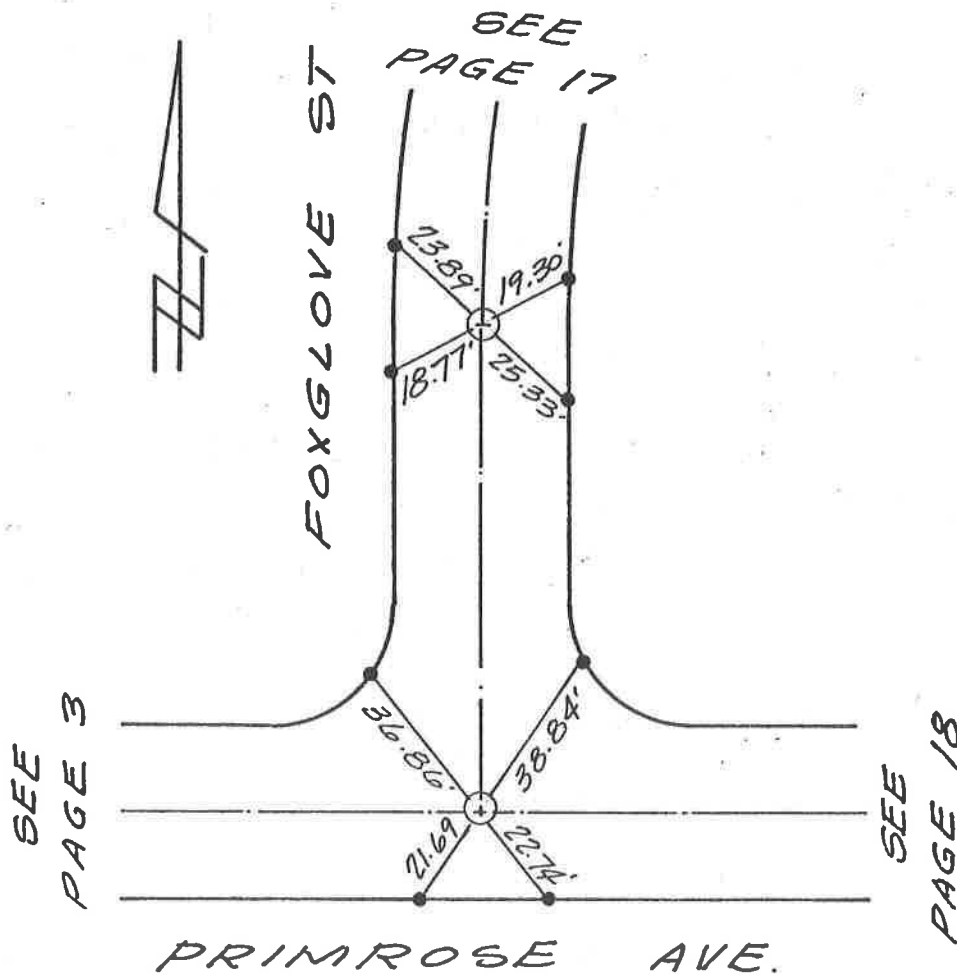
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

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1
C Ties

Tract No 8242

FB NO. C-3 PAGE 128
S B No _____

Page 17 of 26

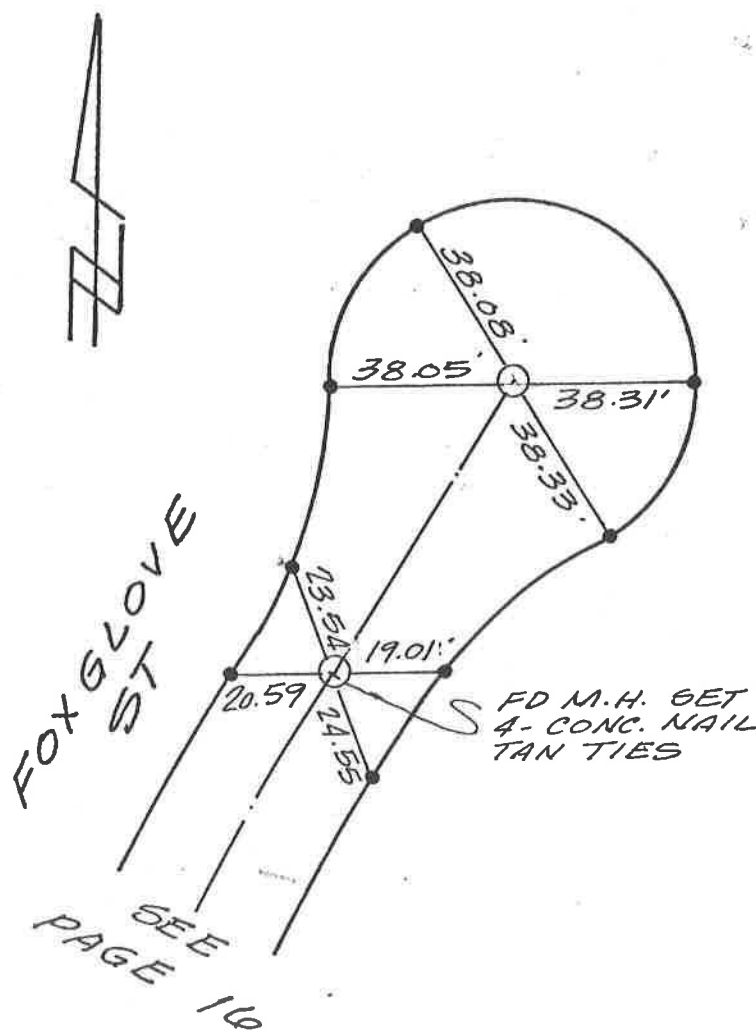
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Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

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C Ties

Tract No 8242

FB NO. C-3 PAGE 129
S B No _____

Page 18 of 26

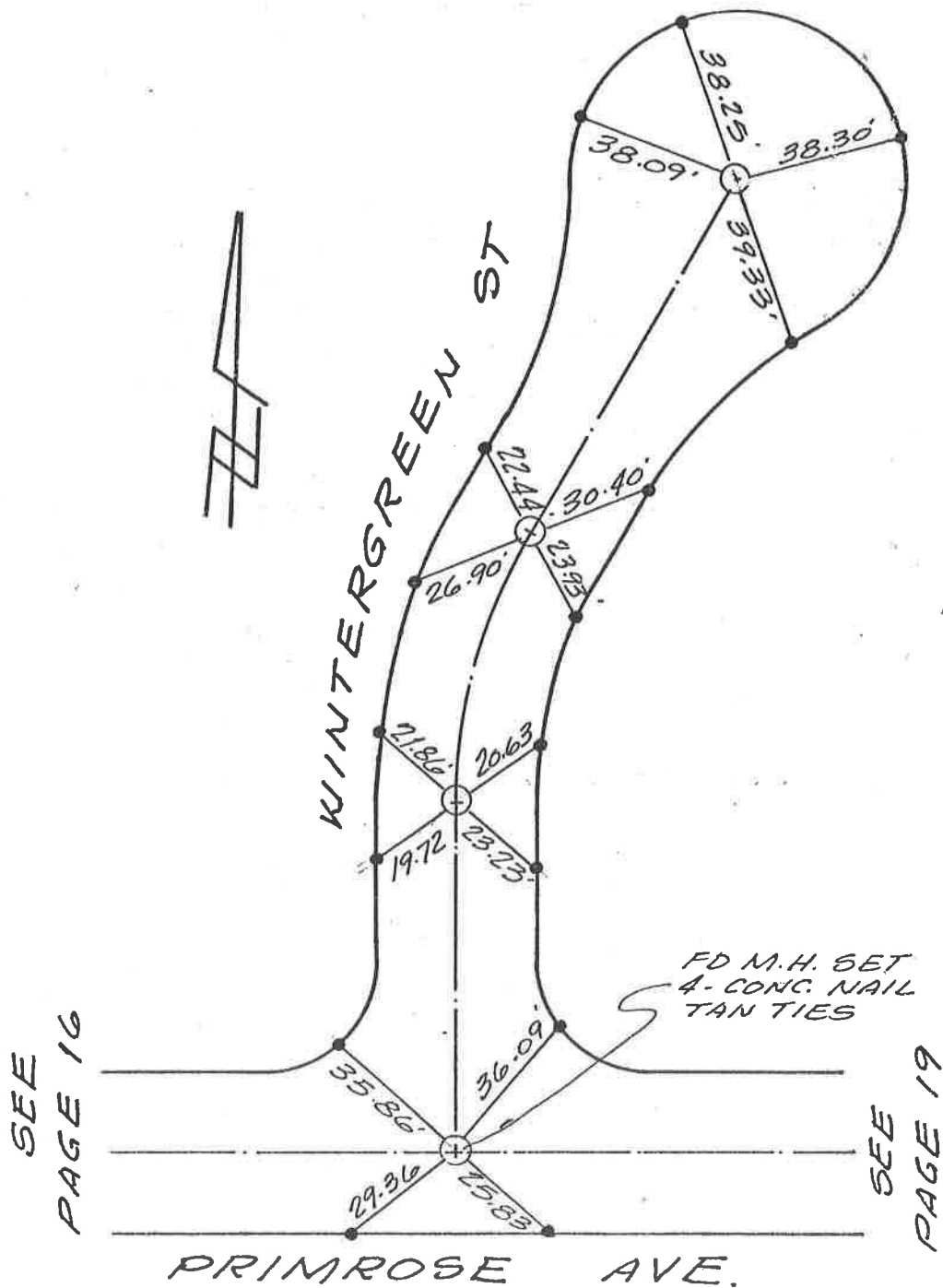
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

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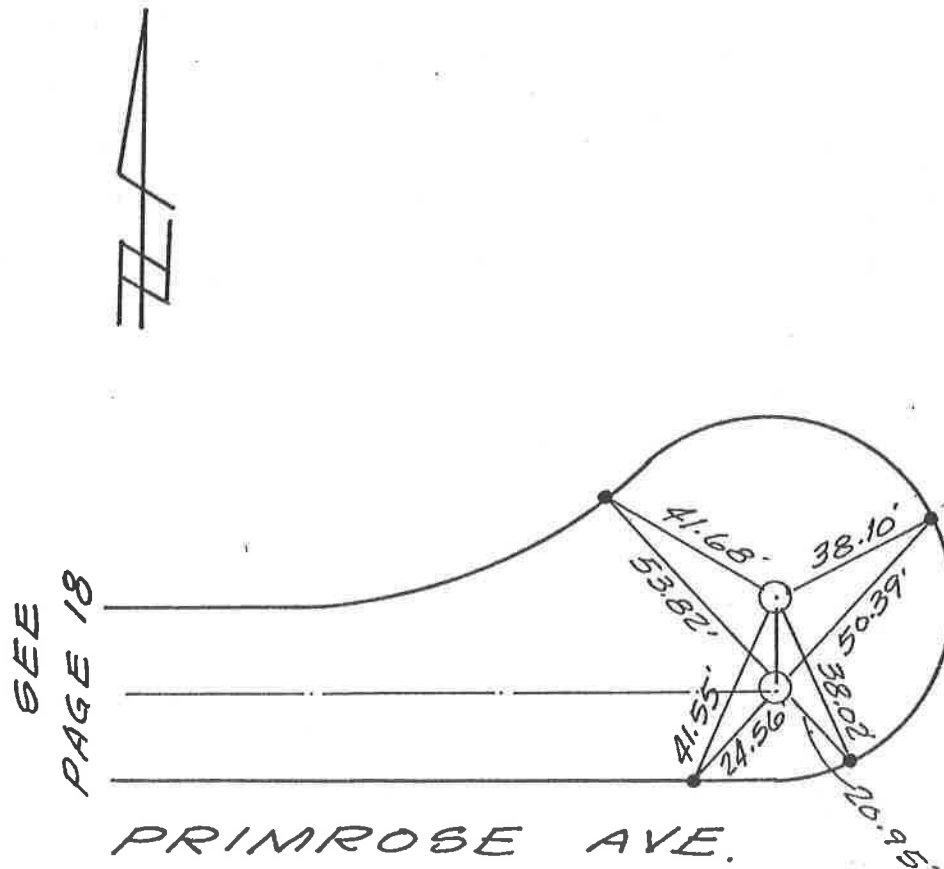
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Hugh E. Halderman, R.C.E. 8793

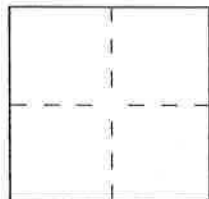
Date of Survey November, 1981

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- Indicates set L&T, RCE 8793 in top of curb



CORNER RECORD

Document Number 2005 - 0151 BCity of Brea County of Orange, CaliforniaBrief Legal Description Birch Street @ Flower Hill Street

CORNER TYPE

Government Corner ☐ Control ☒
Meander ☐ Property ☐
Rancho ☐ Other ☐

Date of Survey 12/15/2004

COORDINATES (Optional)

N. _____
E. _____
Zone _____ NAD27 ☐ NAD83 ☐
NAD83 Epoch _____
Elev. _____
Vert. Datum: NGVD29 ☐ NAVD88 ☐
Meas. Units: Metric ☐ Imperial ☐
U.S. Survey foot ☐

Corner — Left as found ☐ Found and tagged ☐ Established ☐ Reestablished ☒ Rebuilt ☐

Identification and type of corner found; Evidence used to identify or procedure used to establish or reestablish the corner:

Set per Corner Record 2004-1876A

A description of the physical condition of the monument as found and as set or reset: _____

These ties are for the purpose of perpetuating the found monumentation. No claim is
made as to the relationship of the points or lines shown hereon to true boundary locations.

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with
the Land Surveyor's Act on February 4, 2005

Signed Betty L. Mills L.S. or R.C.E. No. 6970

COUNTY SURVEYOR'S STATEMENT

This Corner Record was received FEB 0 8 2005
and examined and filed FEB 11 2005

Signed _____ L.S. or R.C.E. No. 6185Title "COUNTY SURVEYOR"

County Surveyor's Comment _____

POST CONSTRUCTION

● SET MAG NAIL & WASHER (LS 6970)
TO MARK LOCATION OF BURIED SPIKE
& WASHER (RCE 8793) FOUND PER
CORNER RECORD 2004-1876A
12/15/2004

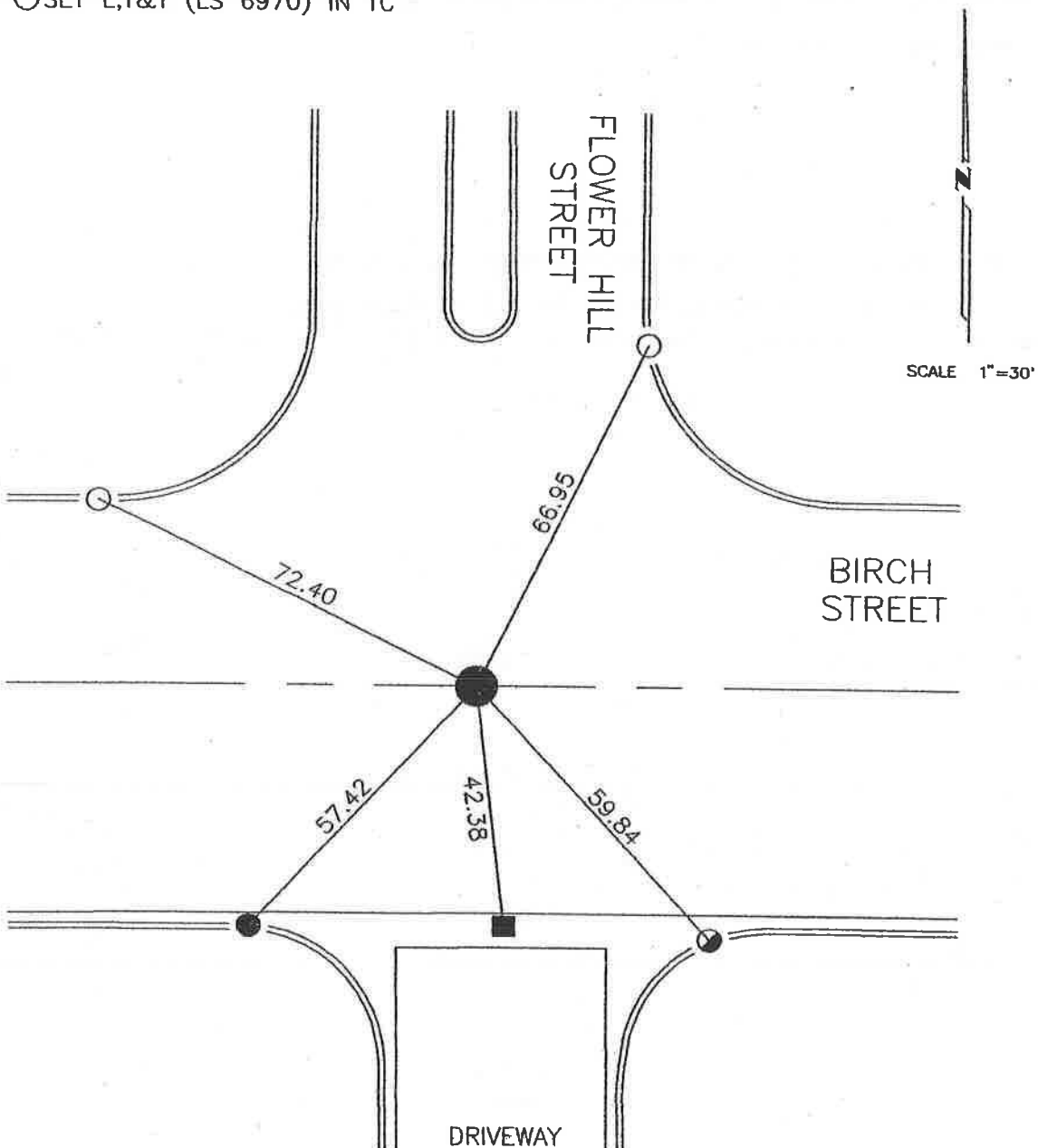
● FOUND L,T&T (RCE 8793) PER
CORNER RECORD 2004-1876A

● FOUND L&T PER CORNER
RECORD 2004-1876A

■ FOUND L,T&T (LS 3428) PER
CORNER RECORD 2004-1876A

○ SET L,T&T (LS 6970) IN TC

NOTE: TIES ARE NOT TANGENT
OVER UNLESS DESIGNATED BY A
Φ SYMBOL. ALL TIES NOT SO
SHOWN ARE SWING TIES.



Tract No 8242

Page 21 of 26

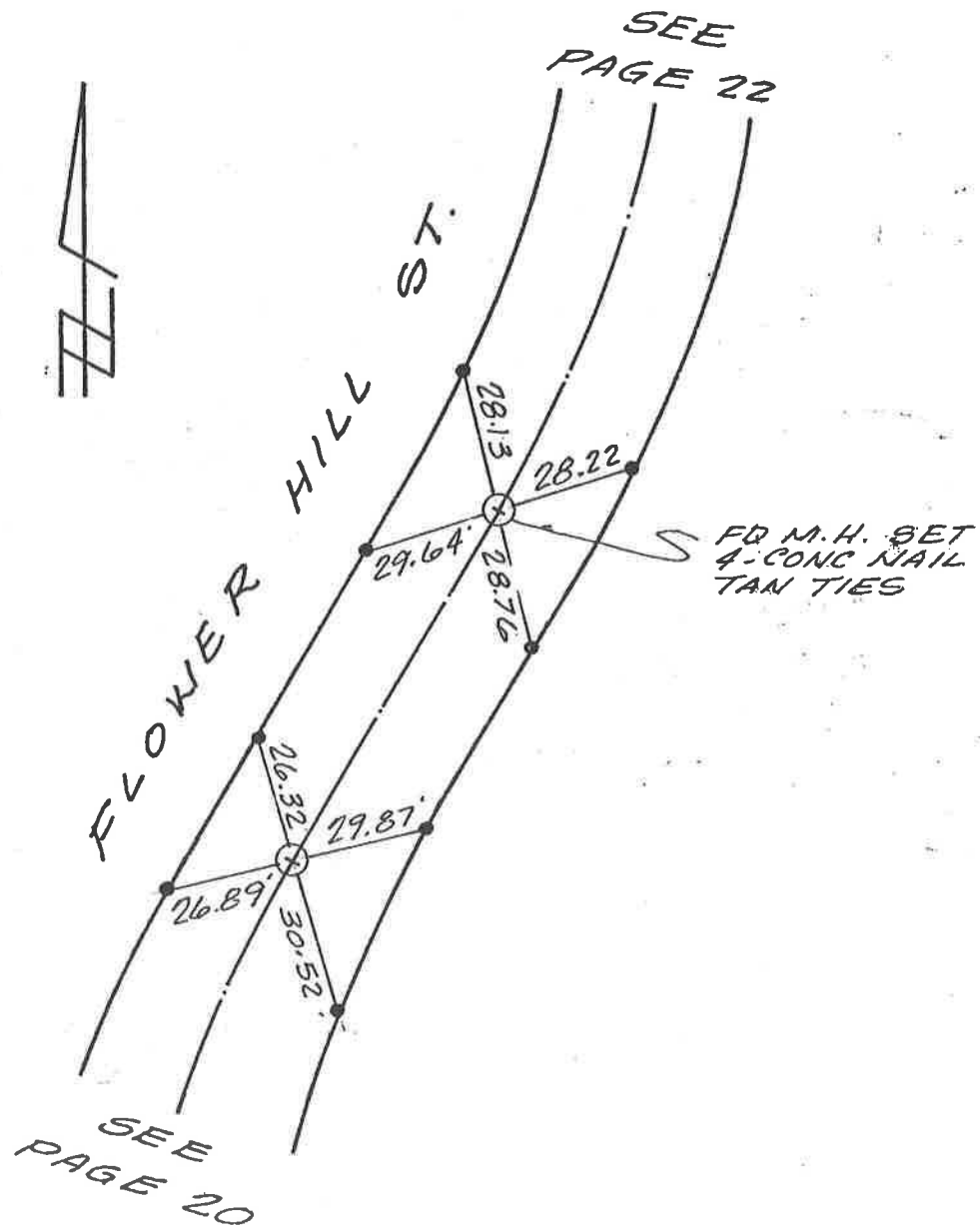
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

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- Indicates set L&T, RCE 8793 in top of curb



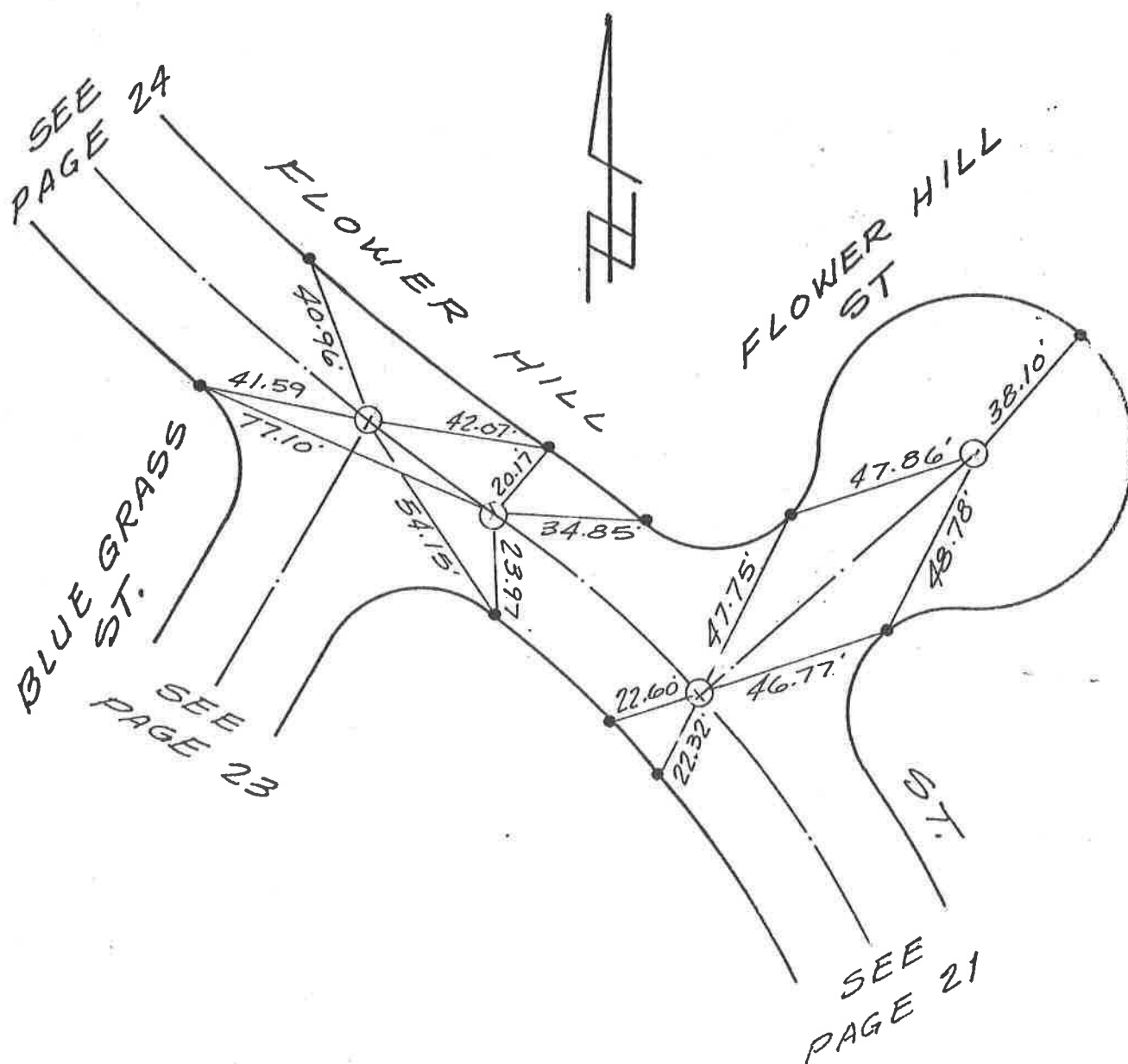
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

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⌄ Ties

Tract No 8242

FD NO. C-3 PAGE 138
S. B. No _____

Page 23 of 26

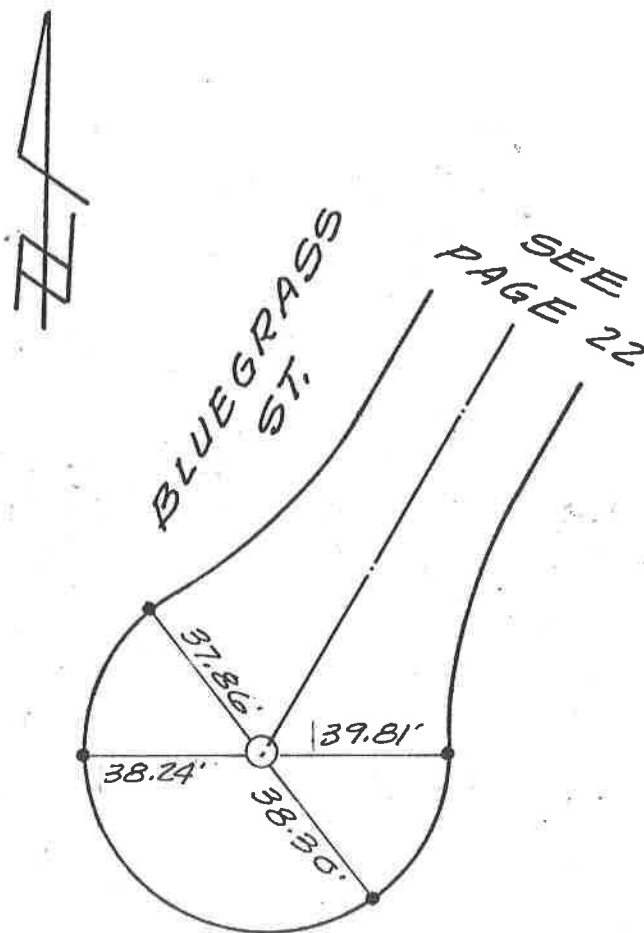
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

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Tract No 8242

Page 24 of 26

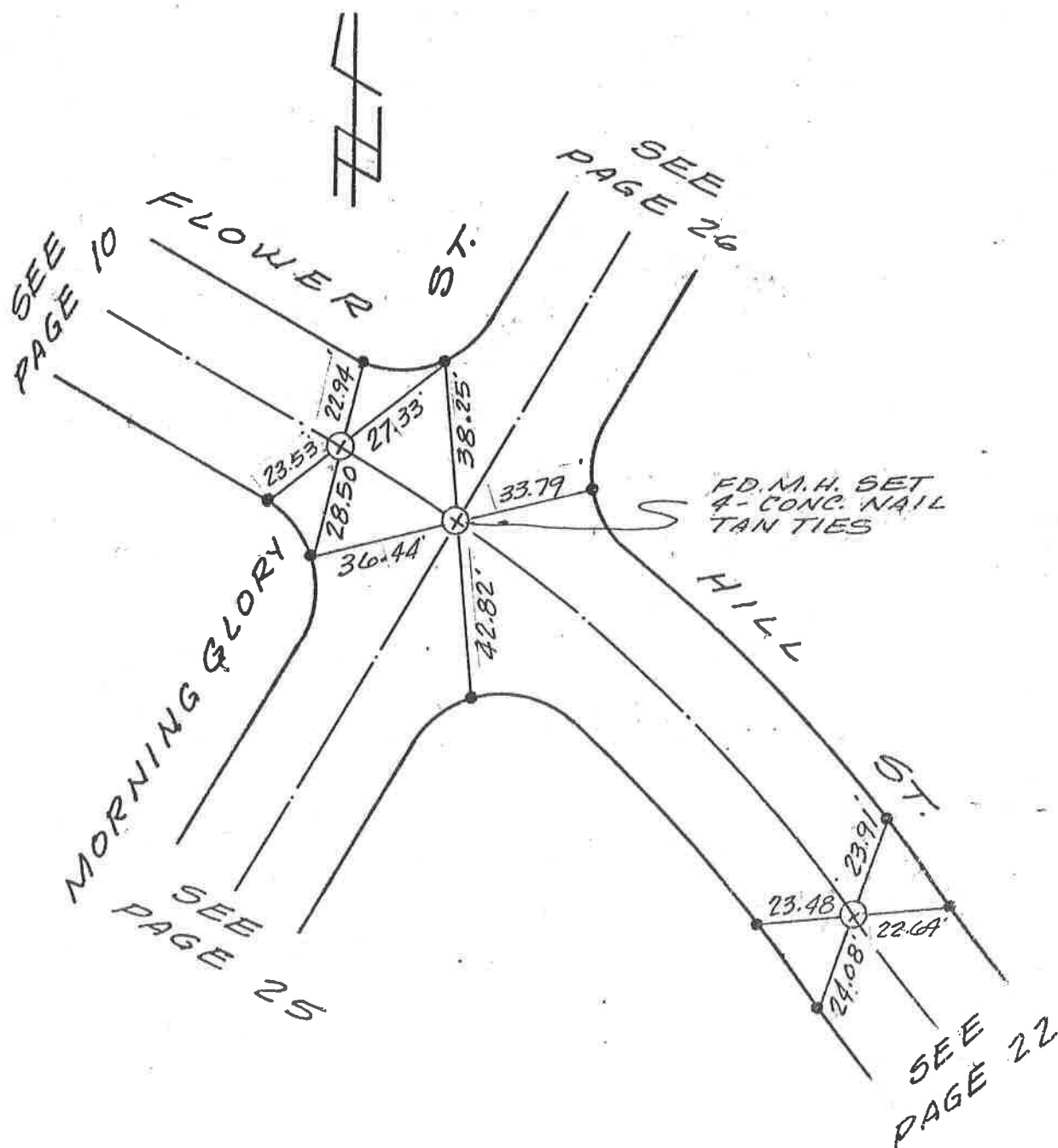
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

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Ties

Tract No 8242

FB NO. C-3 PAGE 140
S B No

Page 25 of 26

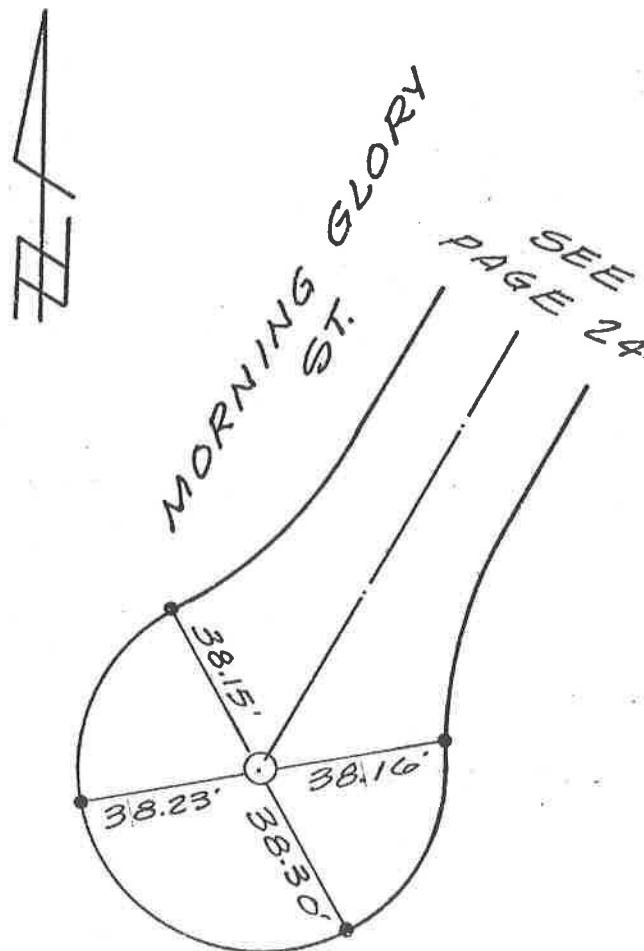
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

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Tract No 8242

Page 26 of 26

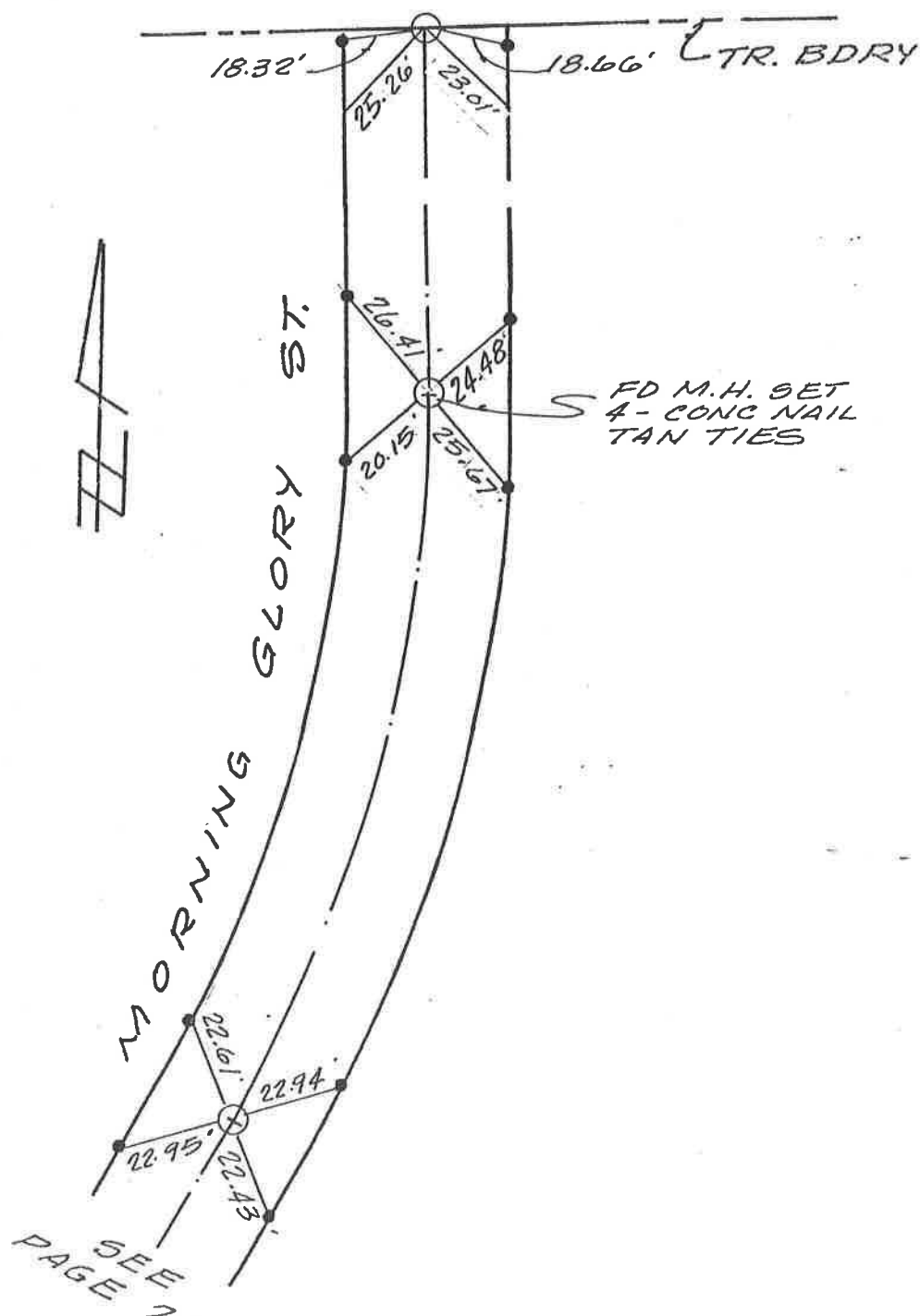
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

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1 C Ties

Tract No 8242

F.B. No. C-3 PAGE 114

S B No

Page 3 of 26

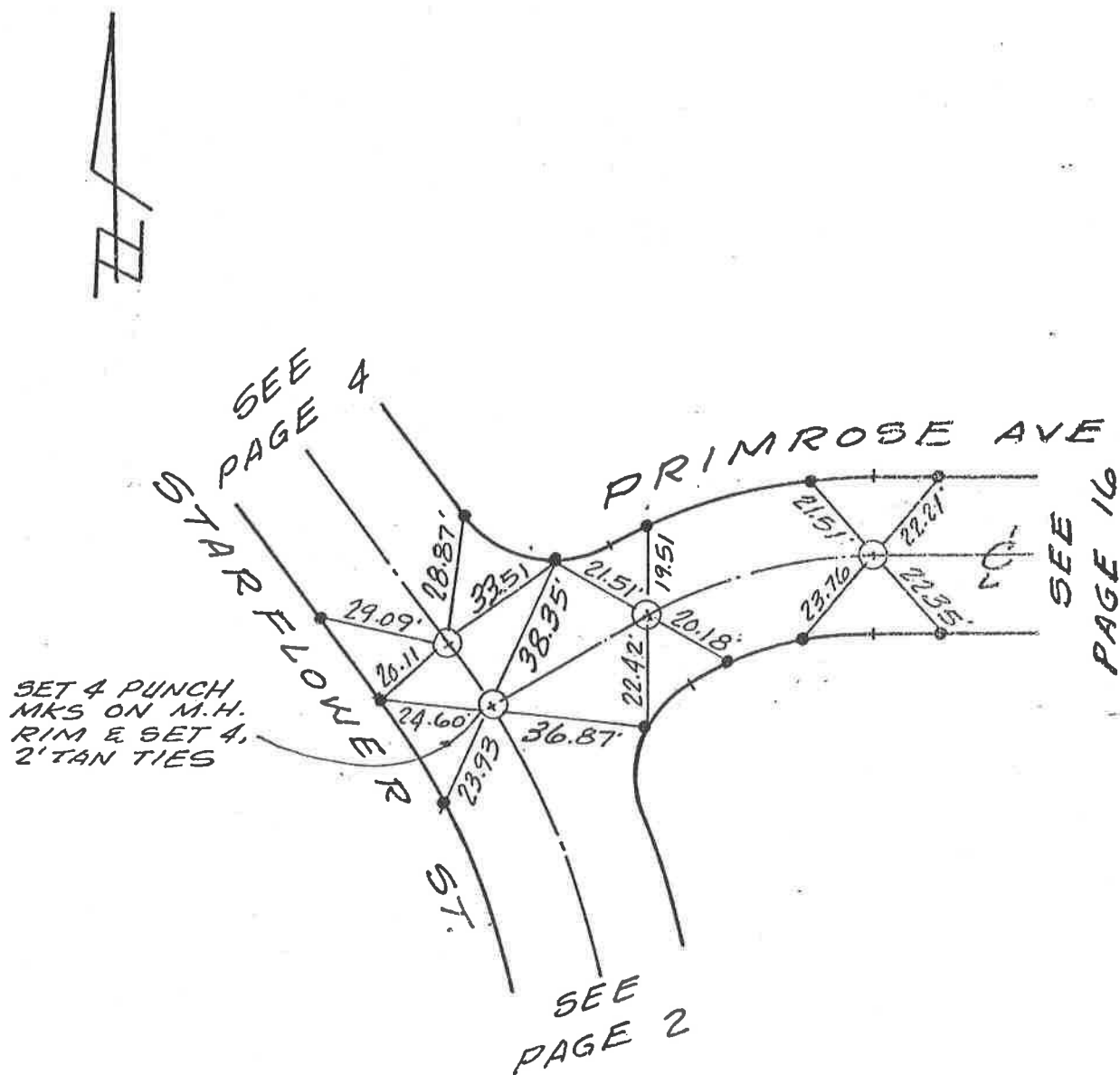
Jennings-Halderman-Hood

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Date of Survey November, 1981

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- Indicates set L&T, RCE 8793 in top of curb





City of Brea

Eagle Hills Tract Water Improvements

CIP 7467

CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01

March 19, 2020

Notice to All Bidders:

RFI BIDDER QUESTIONS:

None

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

PROJECT SPECIFICATIONS:

The following shall be revised:

REPLACE: Page vii, Table of Contents with new Table of Contents

ADD: Appendix H – Centerline Monument Ties

PROJECT PLANS:

No changes

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

CITY OF BREA
PUBLIC WORKS DEPARTMENT

Bill Kabbara, P.E.
Project Design Engineer of Record

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



Attachments:

This is to acknowledge receipt and review of Addendum #01, dated March 19, 2020. It is understood that this document shall be incorporated in the Contractor's bid. Please note: The bidding Contractor shall signify receipt of this Addendum #01 in the Contractor's Proposal, Page C-2.

SECTION 302 - ROADWAY SURFACING.....	E-
302-1 COLD MILLING OF EXISTING PAVEMENT	
302-4 SLURRY SEAL SURFACING	
302-5 ASPHALT CONCRETE PAVEMENT	
302-9 ASPHALT RUBBER HOT MIX (ARHM)	
SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION	E-67
303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, SPANDRELS, ACCESS RAMPS AND DRIVEWAYS	
SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION	E-69
306-3 TRENCH EXCAVATION	
306-4 SHORING AND BRACING	
306-6 BEDDING	
306-8 PREFABRICATED PRESSURE PIPE	
306-12 BACKFILL	
306-13 TRENCH RESURFACING	
SECTION 310 - PAINTING	E-75
SECTION 313 – DETECTABLE WARNING SURFACES.....	E-77

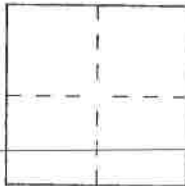
REFERENCE SPECIFICATIONS

- APPENDIX A –STANDARD PLANS**
- APPENDIX B - CONTRACTORS BUSINESS LICENSE APPLICATION**
- APPENDIX C - INSURANCE AND INDEMNITY REQUIREMENTS**
- APPENDIX D - UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM**
- APPENDIX E – NPDES INFORMATION**
- APPENDIX F – GEOTECHNICAL REPORT**
- APPENDIX G – WARRANTY BOND SAMPLE**
- APPENDIX H – CENTERLINE MONUMENT TIES**

APPENDIX H

CENTERLINE MONUMENT TIES

CORNER RECORD

Document Number 2005-0150 BCity of Brea County of Orange, CaliforniaBrief Legal Description Birch Street @ Ranger Avenue / Starflower Street

CORNER TYPE

Government Corner ☐ Control ☒
Meander ☐ Property ☐
Rancho ☐ Other ☐

Date of Survey 12/15/2004

COORDINATES (Optional)

N. _____
E. _____
Zone _____ NAD27 ☐ NAD83 ☐
NAD83 Epoch _____
Elev. _____
Vert. Datum: NGVD29 ☐ NAVD88 ☐
Meas. Units: Metric ☐ Imperial ☐
U.S. Survey foot ☐

Corner — Left as found ☐ Found and tagged ☐ Established ☐ Reestablished ☒ Rebuilt ☐

Identification and type of corner found; Evidence used to identify or procedure used to establish or reestablish the corner:

Set per Corner Record 2004-1875A

A description of the physical condition of the monument as found and as set or reset: _____

These ties are for the purpose of perpetuating the found monumentation. No claim is
made as to the relationship of the points or lines shown hereon to true boundary locations.

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with
the Land Surveyor's Act on February 4, 2005

Signed Betty L. Mills L.S. or R.C.E. No. 6970

COUNTY SURVEYOR'S STATEMENT

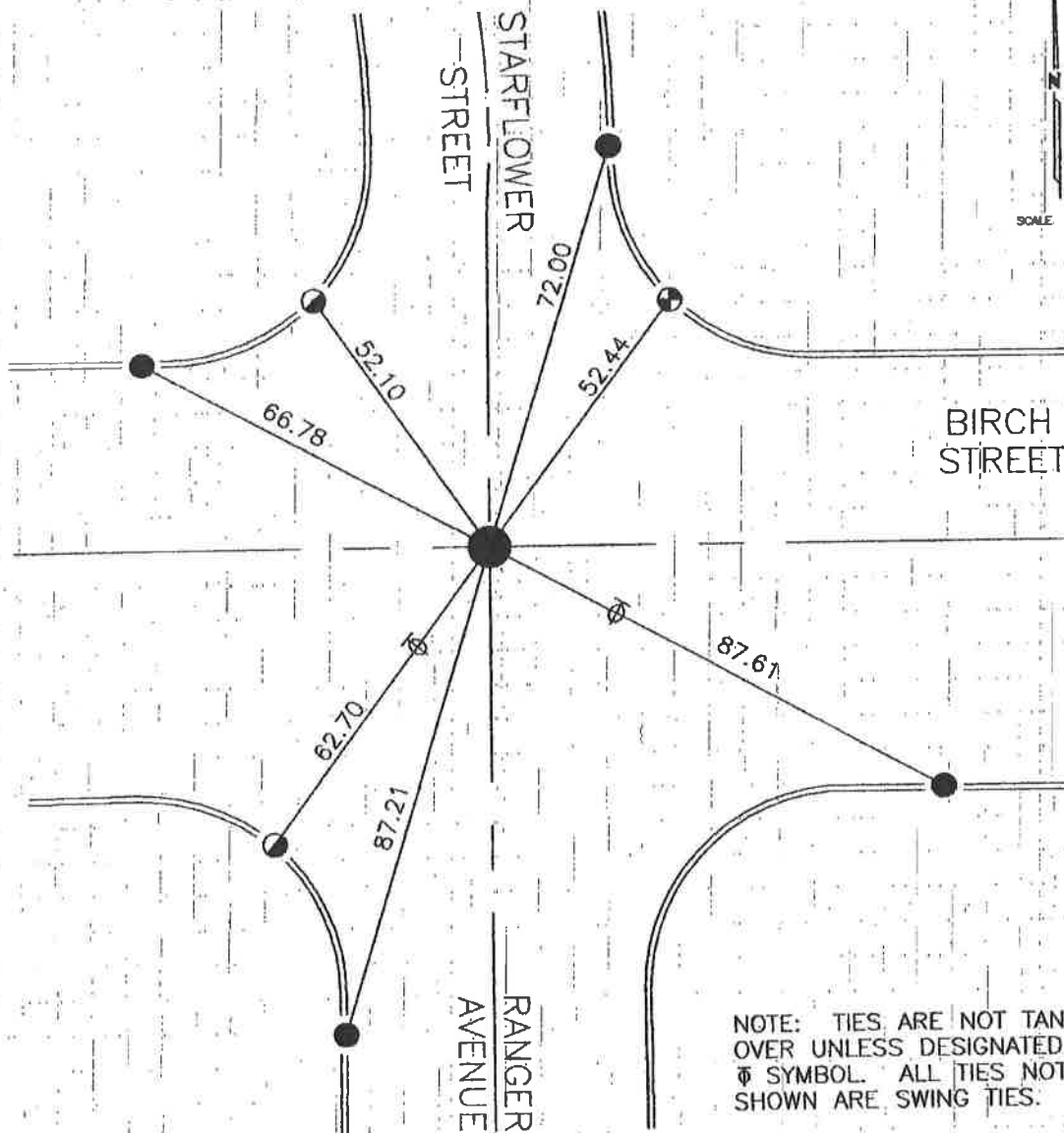
This Corner Record was received FEB 0 8 2005and examined and filed FEB 11 2005Signed [Signature] L.S. or R.C.E. No. 6185Title "COUNTY SURVEYOR"

County Surveyor's Comment _____

POST CONSTRUCTION

- SET MAG NAIL & WASHER (LS 6970)
TO MARK LOCATION OF BURIED
PUNCH SPIKE & WASHER (LS 3428)
FOUND PER CORNER RECORD
2004-1875A 12/15/2004
- FOUND L,T&T (RCE 8793) PER
CORNER RECORD 2004-1875A

- FOUND L&T PER CORNER
RECORD 2004-1875A
- FOUND L&T PER CORNER
RECORD 2004-1875A
- FOUND L&T PER CORNER
RECORD 2004-1875A



NOTE: TIES ARE NOT TANGENT
OVER UNLESS DESIGNATED BY A
Φ SYMBOL. ALL TIES NOT SO
SHOWN ARE SWING TIES.

CORNER RECORD

Agency Index

Document Number

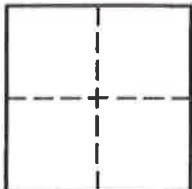
2017-2855B

City of BREA

County of

ORANGE

, California

Brief Legal Description LAMBERT ROAD & SUNFLOWER STREET**CORNER TYPE****COORDINATES (Optional)**

Government Corner ☐ Control
Meander ☐ Property
Rancho ☐ Other

N. _____ E. _____
Elevation _____
Units Metric ☐ U.S. Survey Foot ☒
Horizontal Datum _____
Zone _____ Epoch Date _____
Vertical Datum _____

Date of Survey 12/7/2017

☐ Complies with Public Resources Code §§8801-8819
☐ Complies with Public Resources Code §§8890-8902

PLS Act Ref: ☐ 8765 (d)☒ 8771☐ 8773☐ Other:Corner/ ☐ Left as found☐ Established☐ Rebuilt☐ Pre-Construction

Monument:

☐ Found and tagged☒ Reestablished☐ Referenced☒ Post-Construction

Narrative of corner identified and monument as found, set, reset, replaced, or removed:

☒ See sheet #2 for description (s):**SURVEYOR'S STATEMENT**

This Corner Record was prepared by me or under my direction in conformance with
the Professional Land Surveyors' Act on 12/11/2017

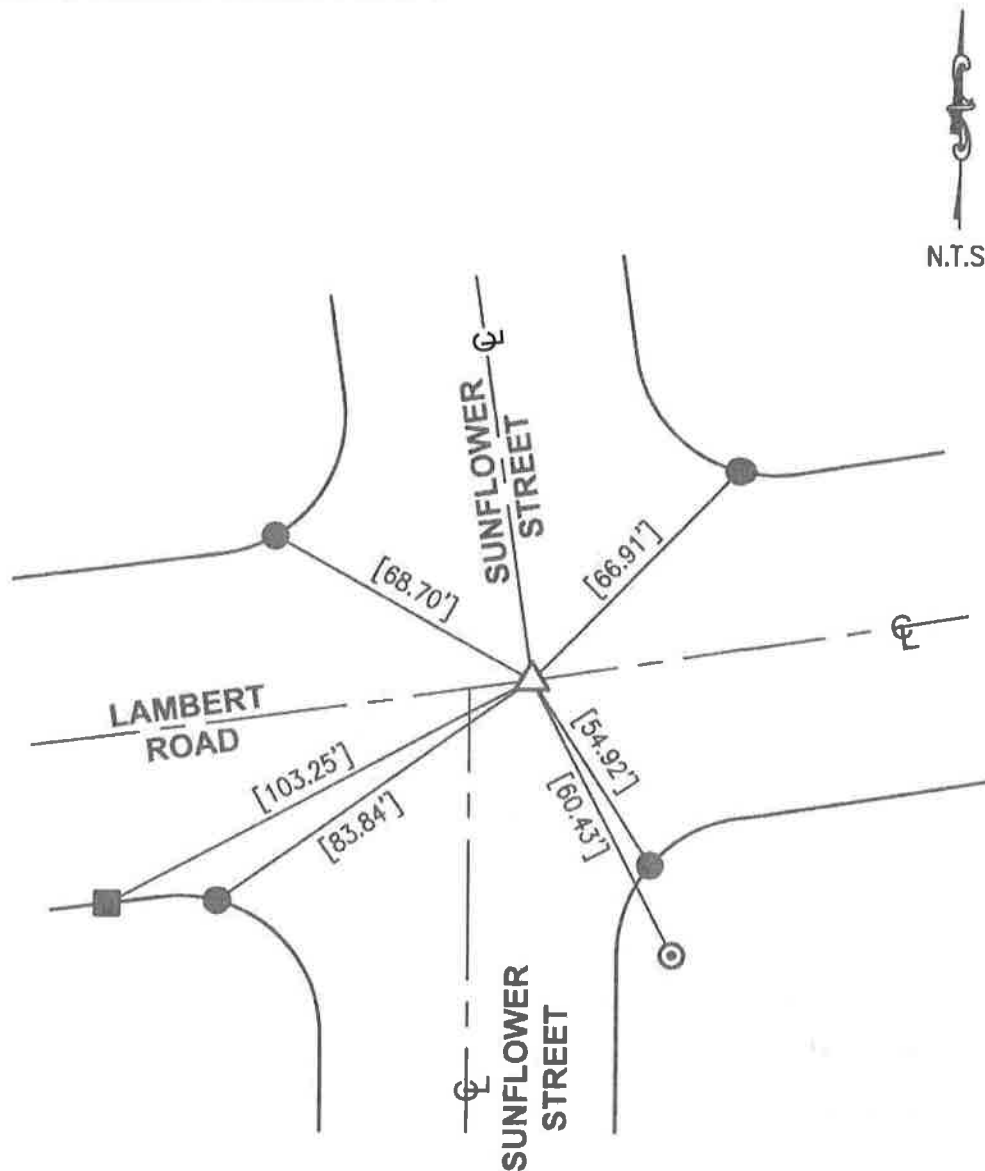
Signed [Signature] P.L.S. or R.C.E. No. 5411**COUNTY SURVEYOR'S STATEMENT**This Corner Record was received NOV 28 2017and examined and filed MAR 21 2018Signed [Signature: Kevin R. Hills] P.L.S. or R.C.E. No. 6617Title COUNTY SURVEYOR

County Surveyor's Comment _____

REFERENCES

R-1 = COUNTY OF ORANGE CORNER RECORD 2017-2842A

[] = RECORD & MEASURED DISTANCE PER R-1

**MONUMENT NOTES**

△ FOUND NOTHING, SET GEAR SPIKE & WASHER STAMPED "LS 5411" PER TIES ON R-1, FLUSH, AFTER CONSTRUCTION.

● FOUND LEAD, TACK & TAG "RCE 21687" IN T.C. PER R-1.

■ FOUND LEAD, TACK & TAG "RCE 20206" IN T.C. PER R-1.

⊙ FOUND LEAD, TACK & TAG "CO OF ORANGE SURVEY" IN WALK PER R-1.

THE PURPOSE OF THIS RECORD IS TO DOCUMENT THE PERPETUATION OF FOUND MONUMENT(S) PURSUANT TO THE PLS ACT SECTION 8771.
17-ALL-337

⌋ Ties

Tract No 8242

S B No _____

Page 4 of 26

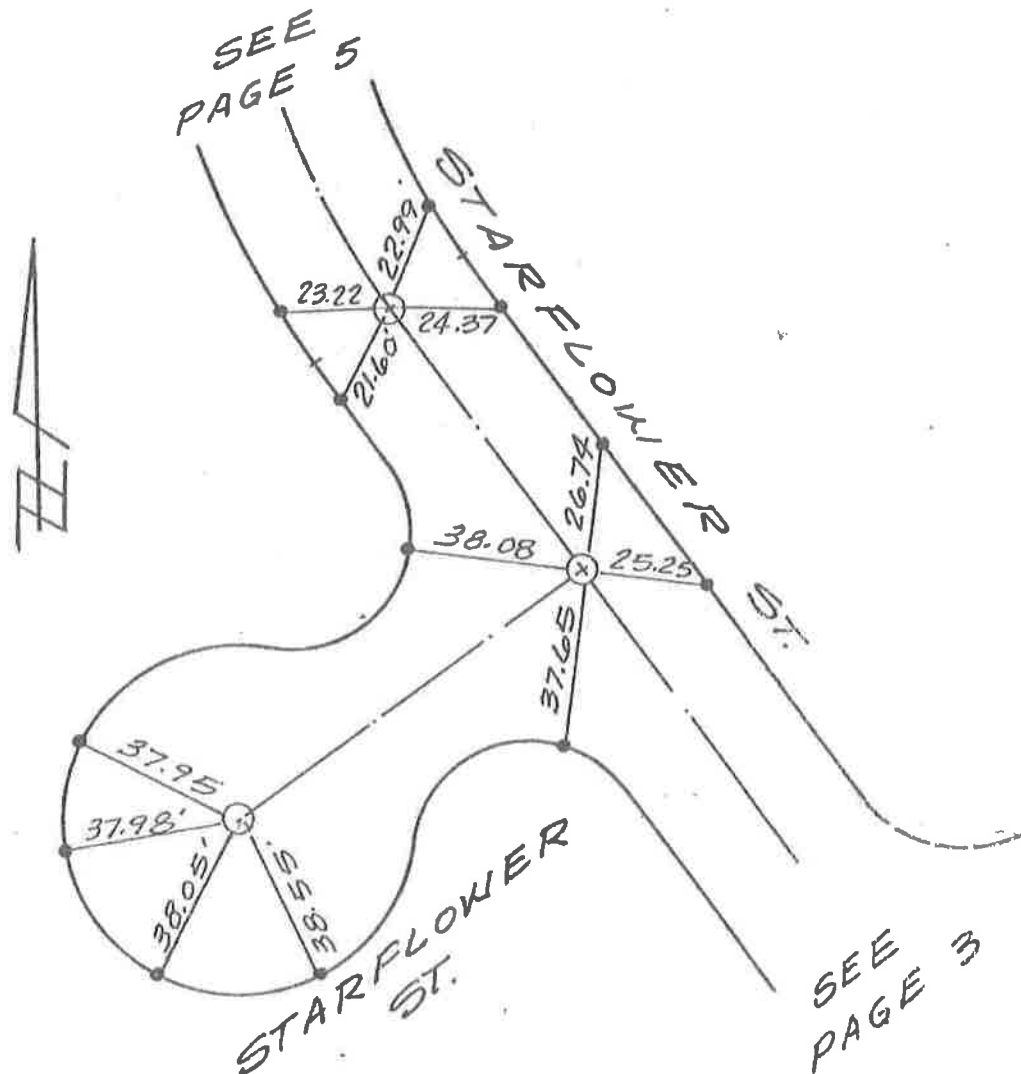
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

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⊂ Ties

Tract No 8242

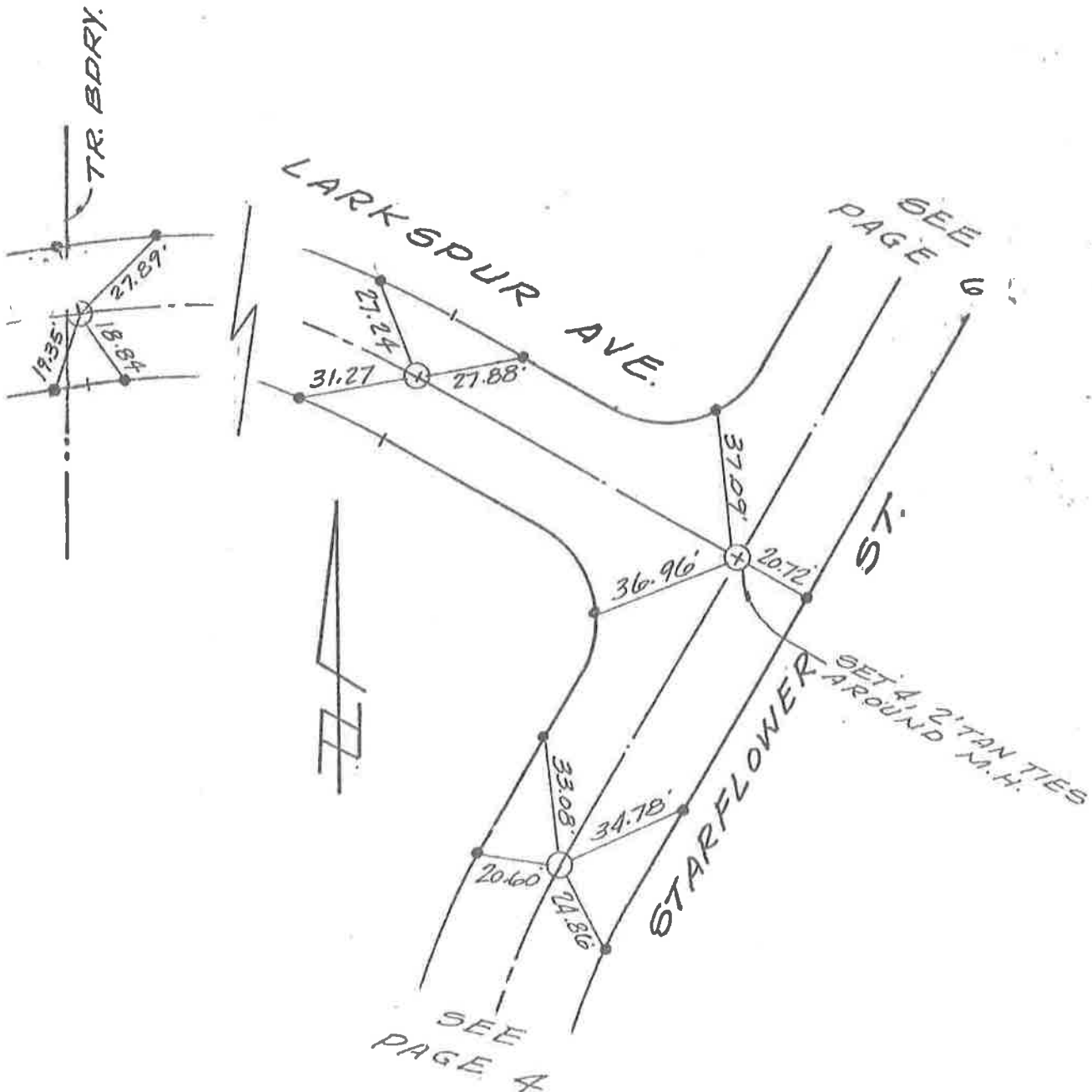
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Hugh E. Halderman, R.C.E. 8793

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⌋ Ties

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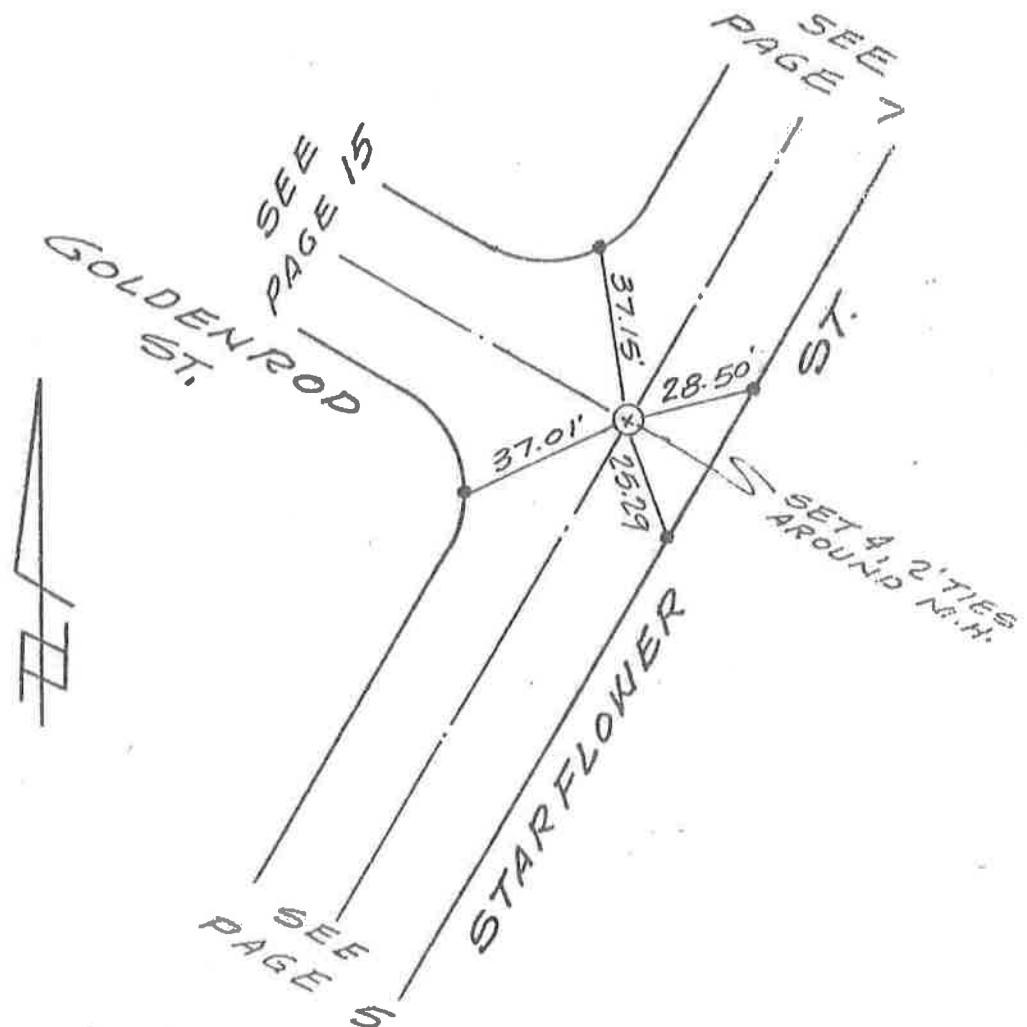
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C Ties

Tract No 8242

F.B. NO. C-3 PAGE 118
S B No

Page 7 of 26

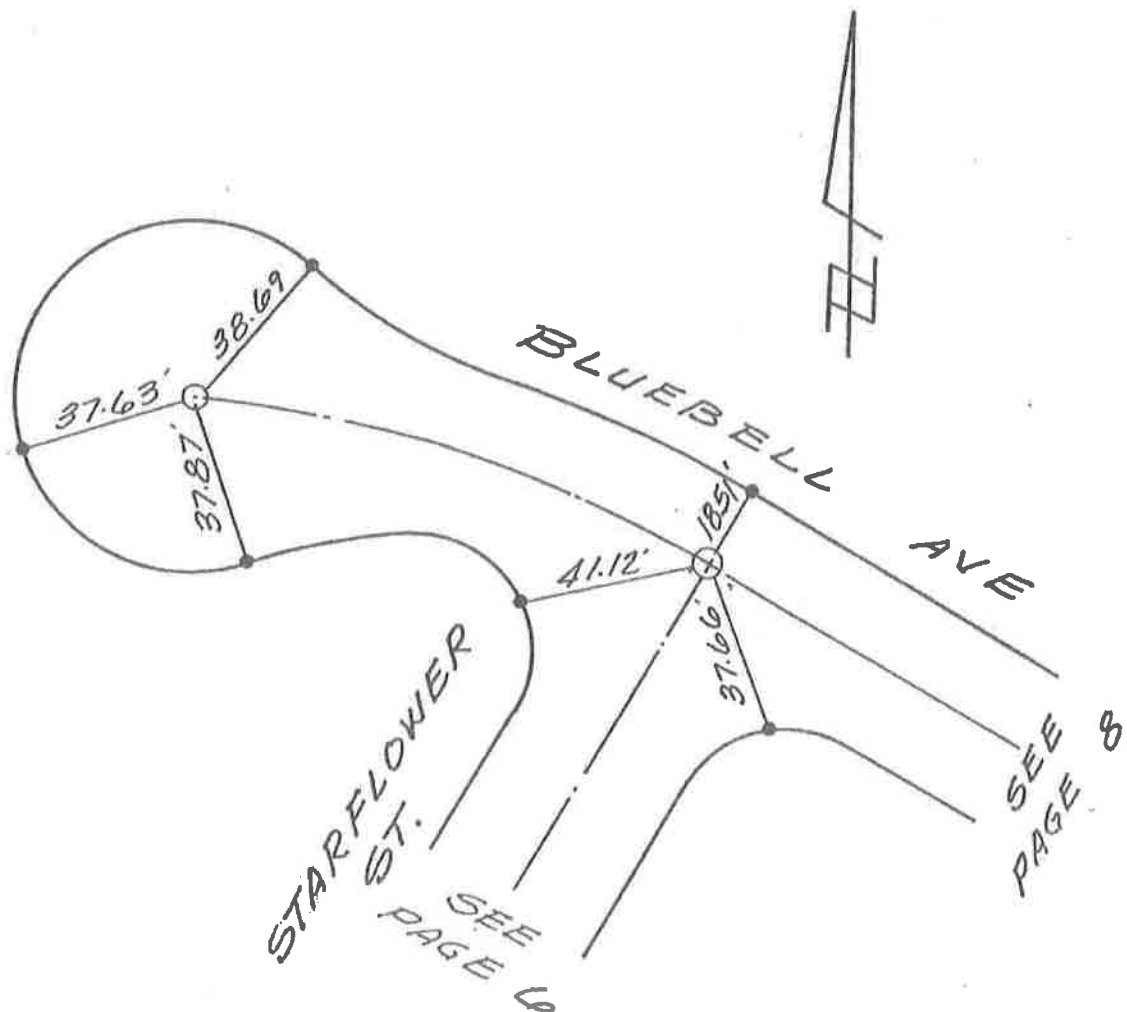
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 Ties

Tract No 8242

F.B. NO. C-3 PAGE 119

S B No _____

Page 8 of 26

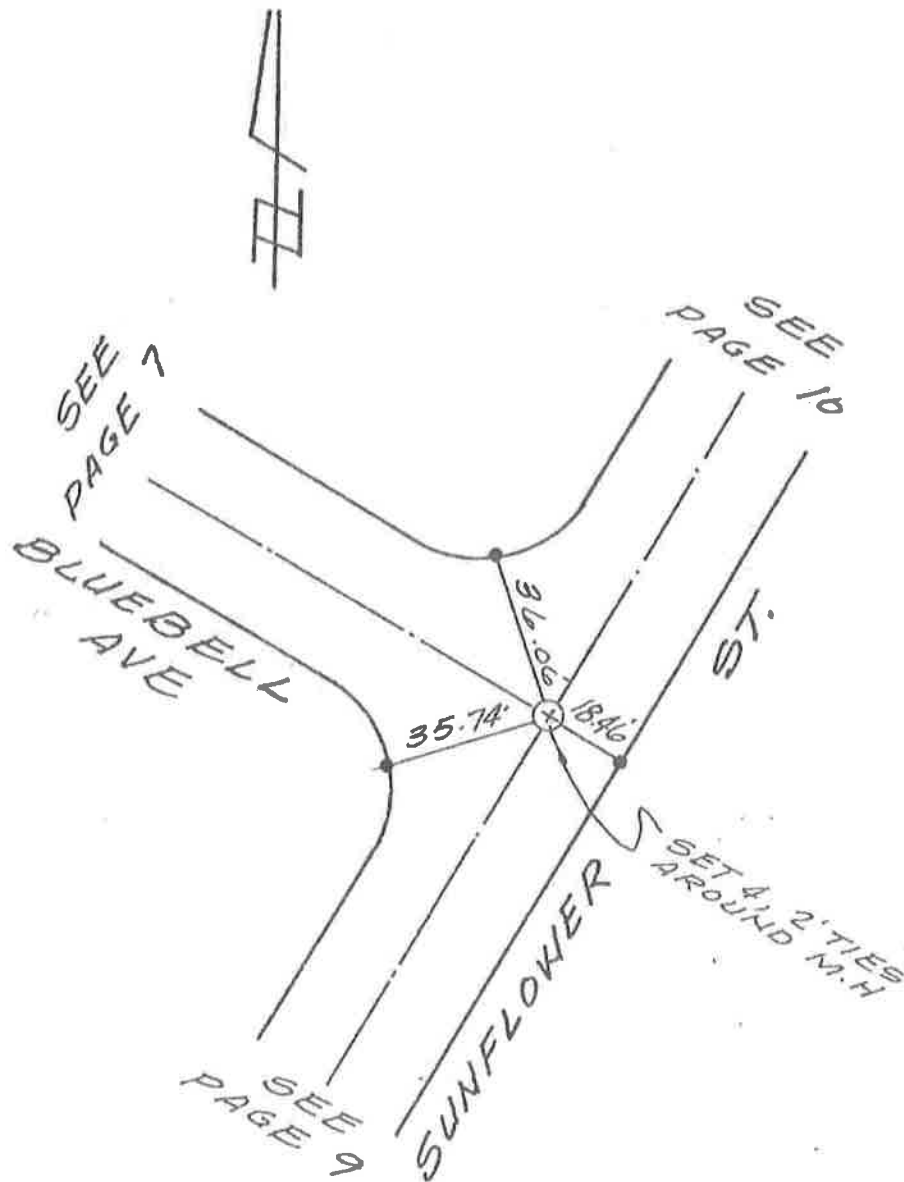
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⌄ Ties

Tract No 8242

FB. NO. C-3 PAGE 120

S B No

Page 9 of 26

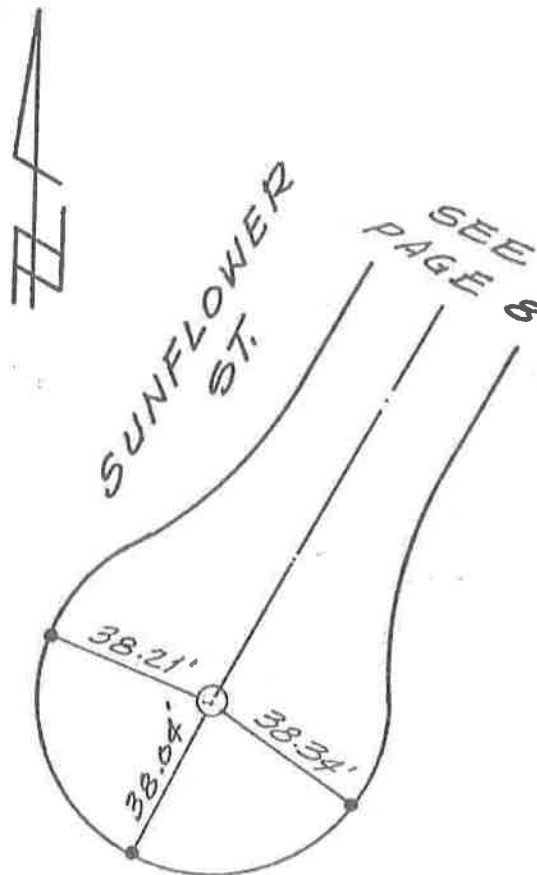
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⌋ Ties

Tract No 8242

F.B. No. C-3 PAGE 121
S B No _____

Page 10 of 26

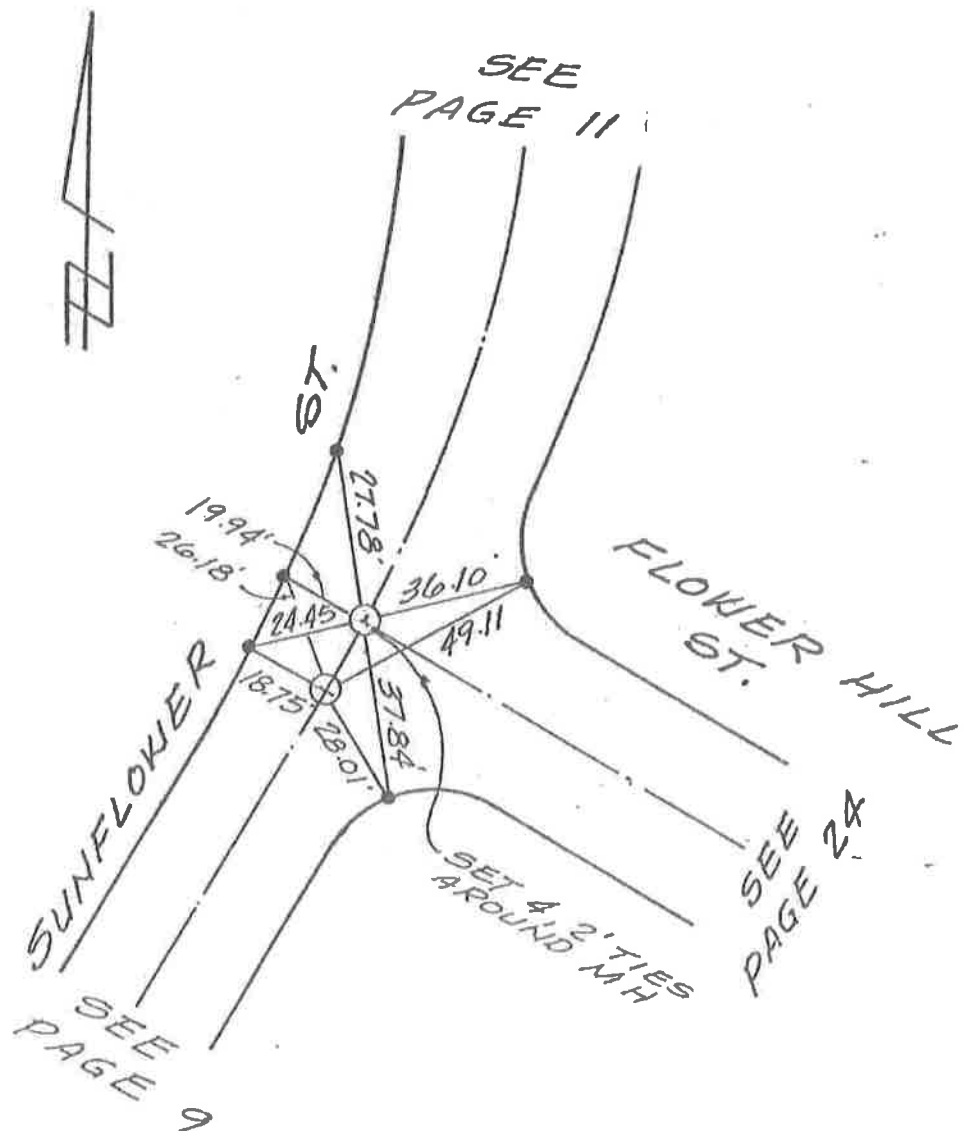
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C Ties

Tract No 8242

FB. No. C-3 PAGE 122
S B No

Page 11 of 26

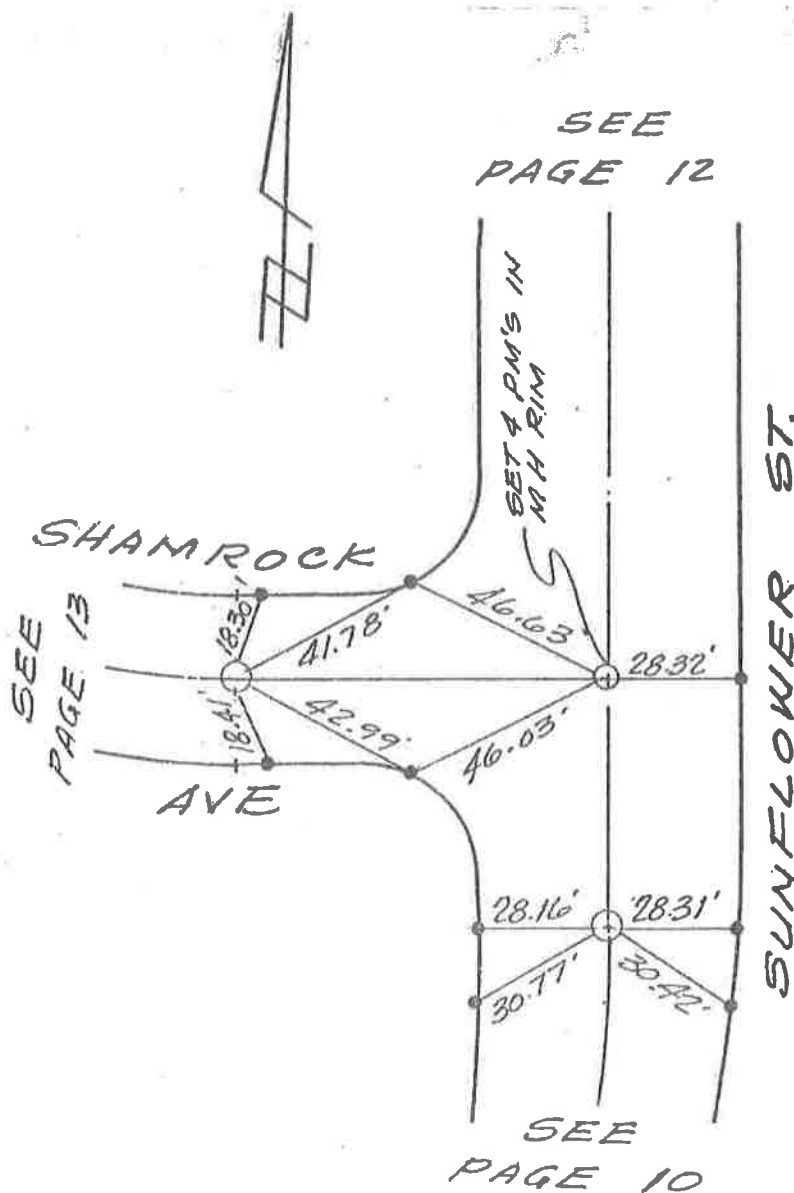
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⊥ Ties

Tract No 8242

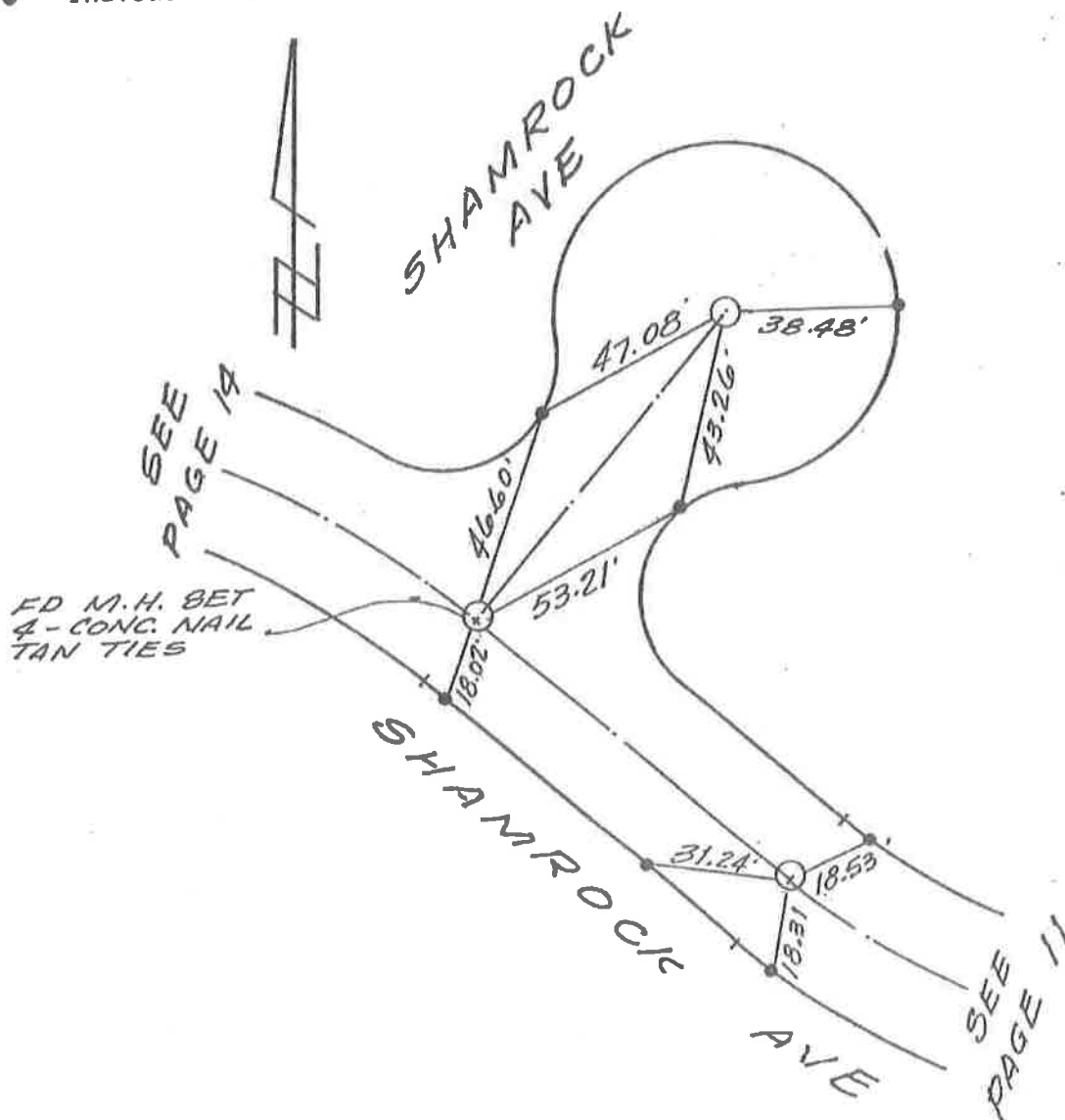
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⊕ Ties

Tract No 8242

F.B. No. C-3 PAGE 125

S B No

Page 14 of 26

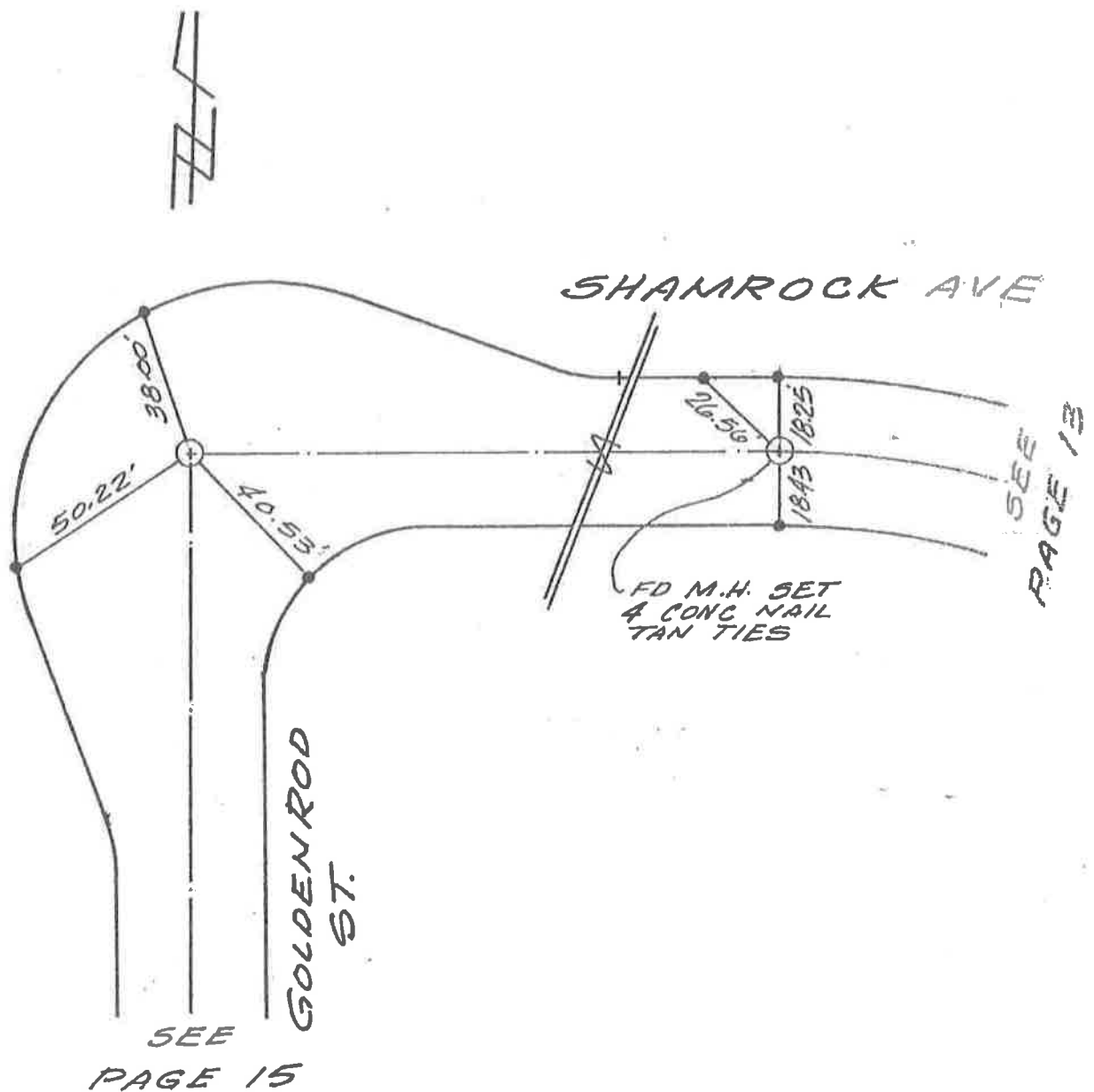
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⊕ Ties

Tract No 8242

FB NO. C-3 PAGE 126

S B No

Page 15 of 26

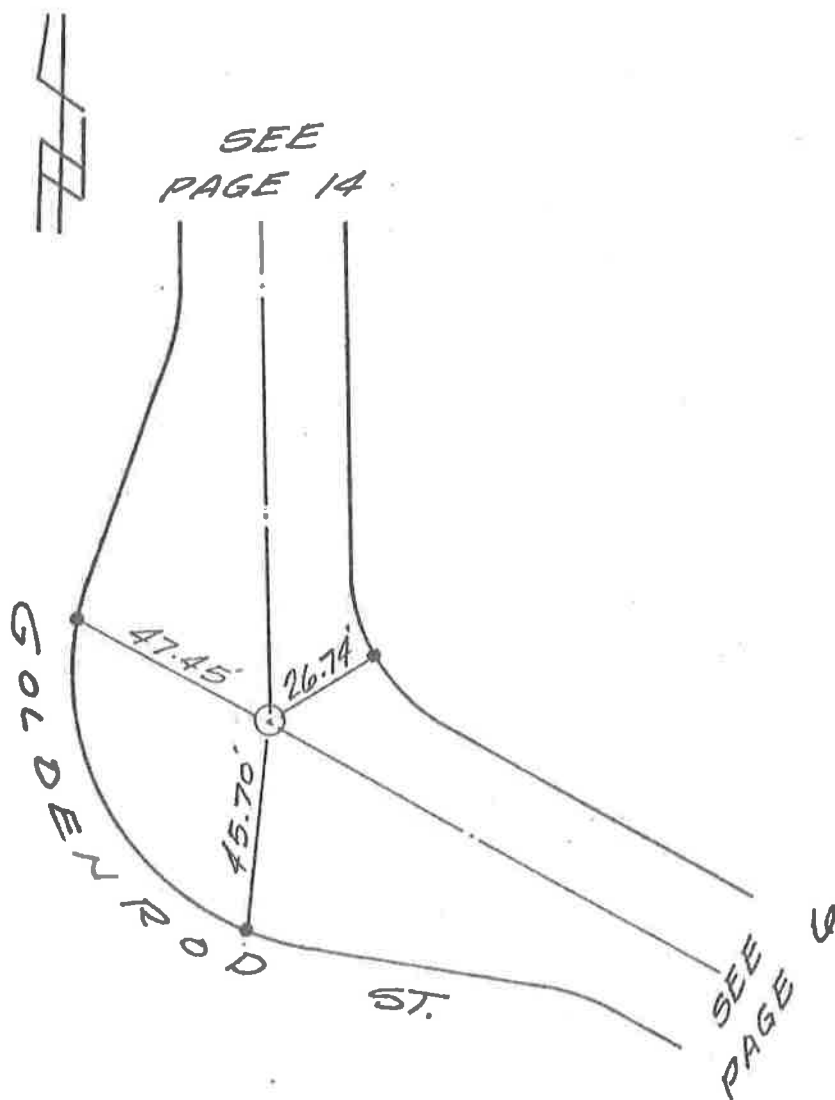
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⌋ Ties

Tract No 8242

FB NO. C-3 PAGE 127
S B No _____

Page 16 of 26

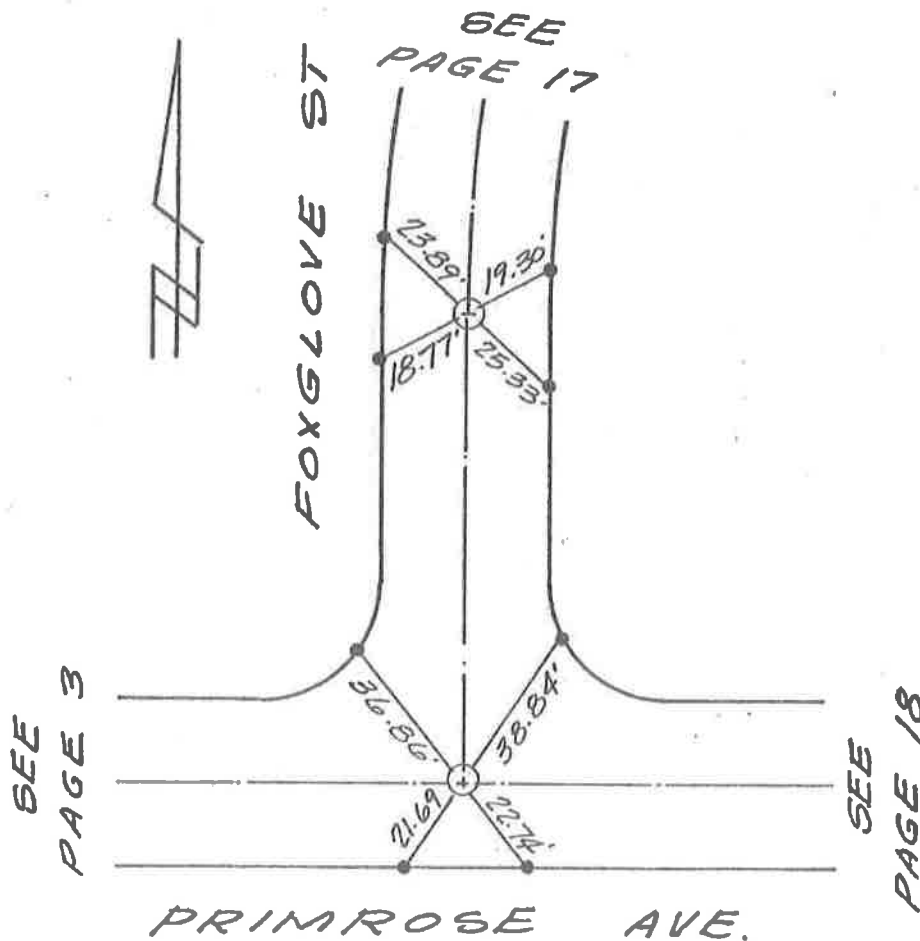
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 Ties

Tract No 8242

FB No. C-3 PAGE 128

S B No _____

Page 17 of 26

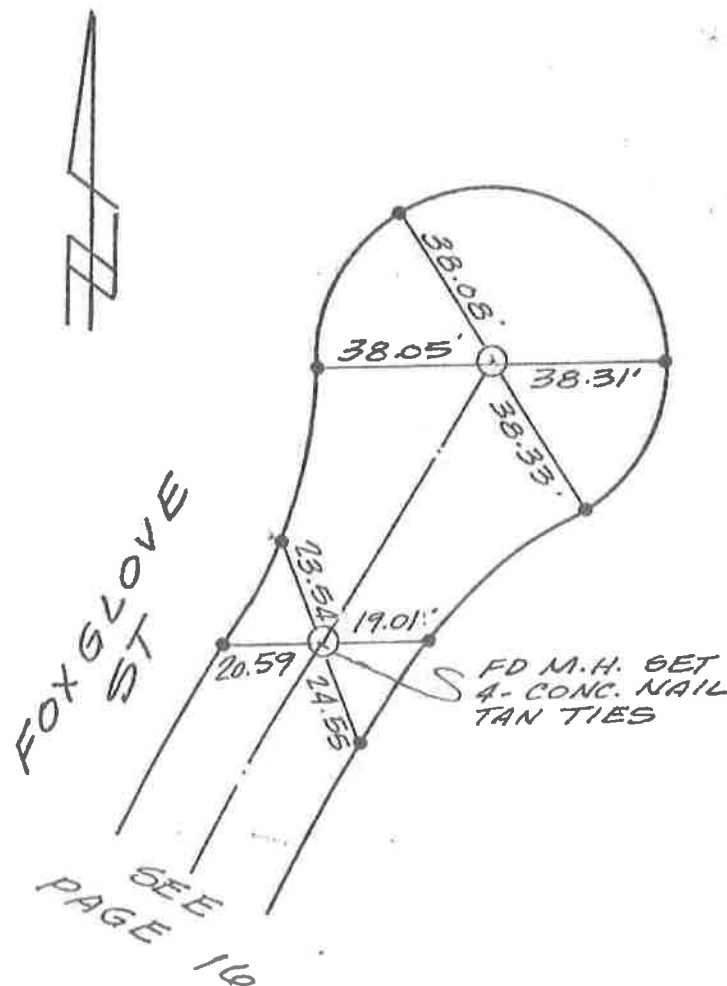
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1 Ties

Tract No 8242

FB NO. C-3 PAGE 129

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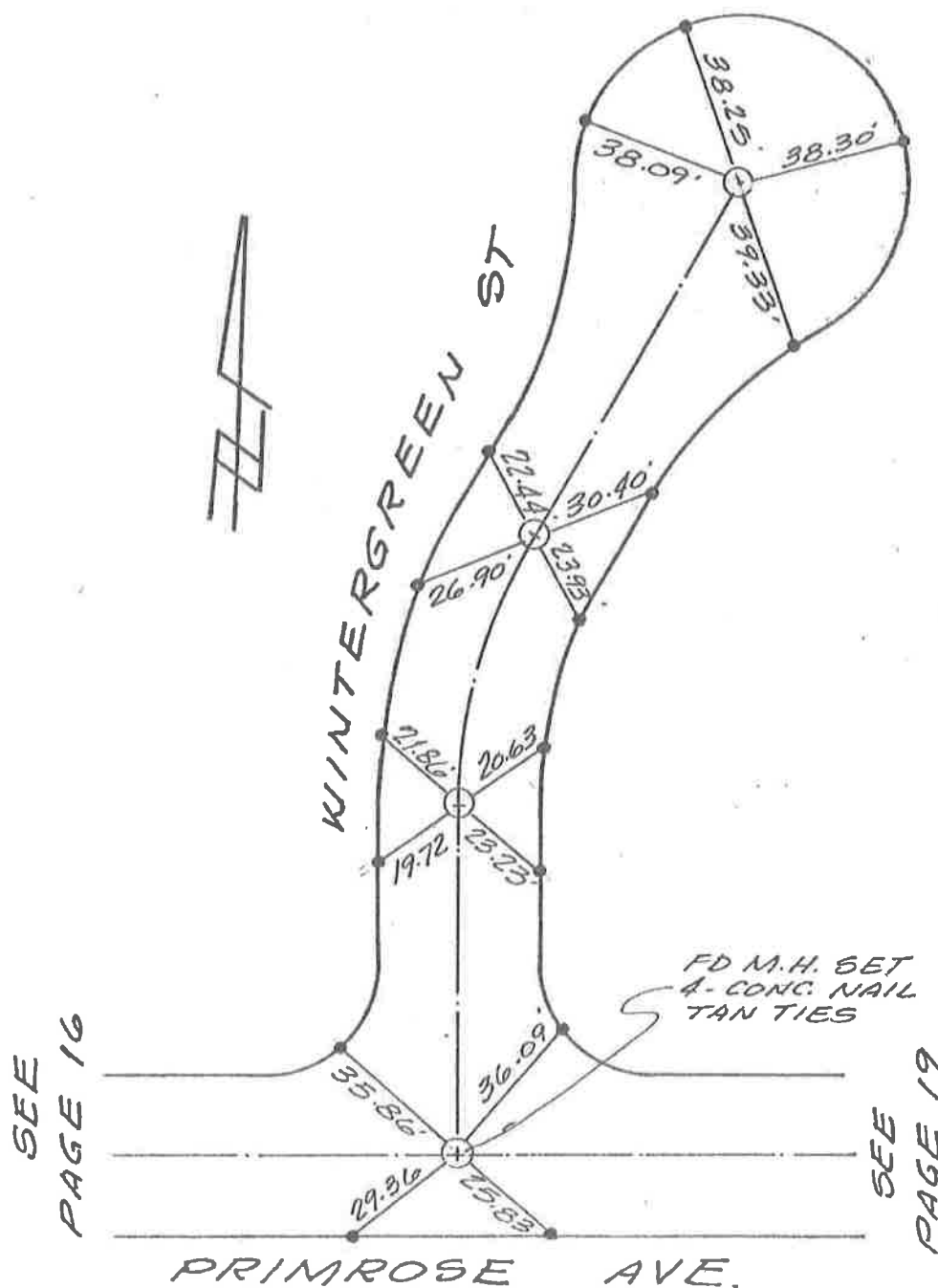
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⌄ Ties

Tract No 8242

P. O. NO. 0-3 PAGE 130
S B No

Page 19 of 26

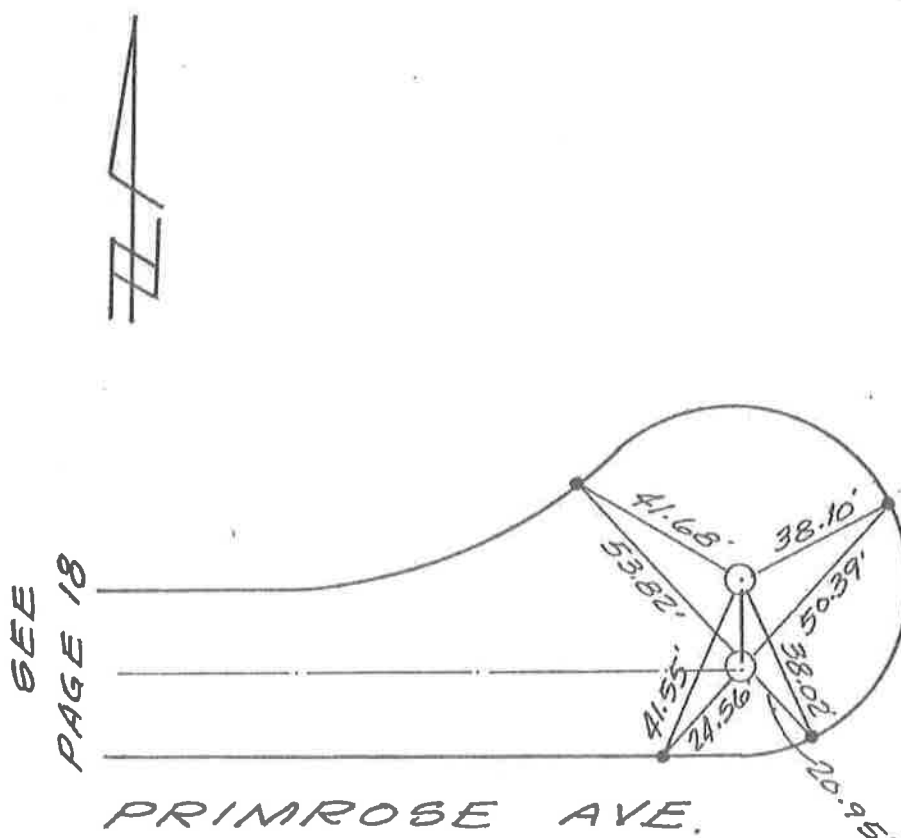
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Hugh E. Halderman, R.C.E. 8793

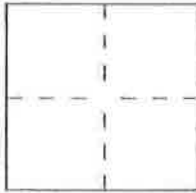
Date of Survey November, 1981

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- Indicates set L&T, RCE 8793 in top of curb



CORNER RECORD

Document Number 2005 - 0151 BCity of Brea County of Orange, CaliforniaBrief Legal Description Birch Street @ Flower Hill Street

CORNER TYPE

Government Corner ☐ Control ☒
Meander ☐ Property ☐
Rancho ☐ Other ☐

Date of Survey 12/15/2004

COORDINATES (Optional)

N. _____
E. _____
Zone _____ NAD27 ☐ NAD83 ☐
NAD83 Epoch _____
Elev. _____
Vert. Datum: NGVD29 ☐ NAVD88 ☐
Meas. Units: Metric ☐ Imperial ☐
U.S. Survey foot ☐

Corner — Left as found ☐ Found and tagged ☐ Established ☐ Reestablished ☒ Rebuilt ☐

Identification and type of corner found; Evidence used to identify or procedure used to establish or reestablish the corner:

Set per Corner Record 2004-1876A

A description of the physical condition of the monument as found and as set or reset: _____

These ties are for the purpose of perpetuating the found monumentation. No claim is
made as to the relationship of the points or lines shown hereon to true boundary locations.

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with
the Land Surveyor's Act on February 4, 2005

Signed Betty L. Mills L.S. or R.C.E. No. 6970

COUNTY SURVEYOR'S STATEMENT

This Corner Record was received FEB 08 2005
and examined and filed FEB 11 2005

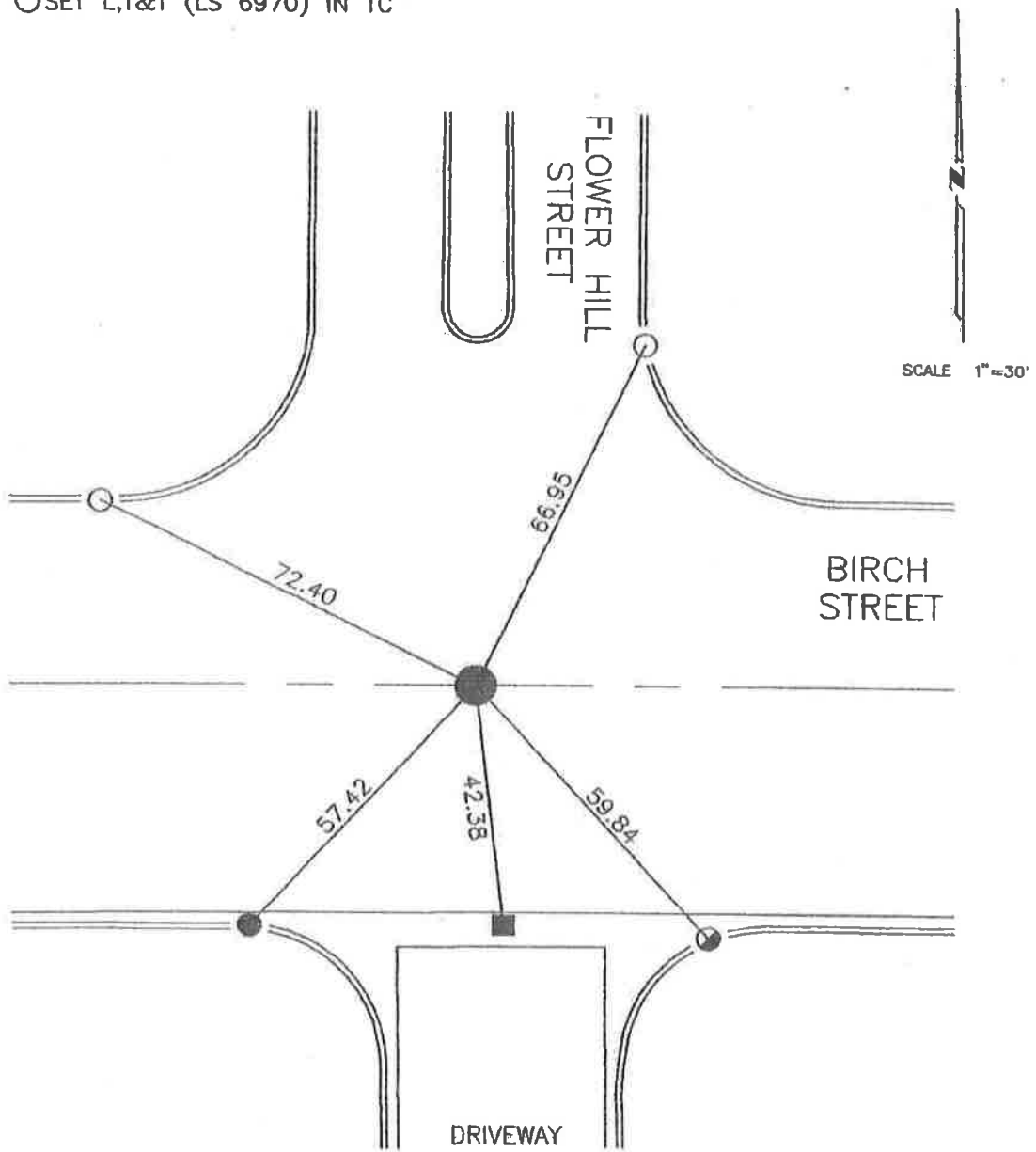
Signed _____ L.S. or R.C.E. No. 6185Title "COUNTY SURVEYOR"

County Surveyor's Comment _____

POST CONSTRUCTION

- SET MAG NAIL & WASHER (LS 6970) TO MARK LOCATION OF BURIED SPIKE & WASHER (RCE 8793) FOUND PER CORNER RECORD 2004-1876A 12/15/2004
- FOUND L,T&T (RCE 8793) PER CORNER RECORD 2004-1876A
- FOUND L&T PER CORNER RECORD 2004-1876A
- FOUND L,T&T (LS 3428) PER CORNER RECORD 2004-1876A
- SET L,T&T (LS 6970) IN TC

NOTE: TIES ARE NOT TANGENT OVER UNLESS DESIGNATED BY A Φ SYMBOL. ALL TIES NOT SO SHOWN ARE SWING TIES.



⊕ Ties

S B No

FB NO. C-3 PAGE 132

Tract No 8242

Page 21 of 26

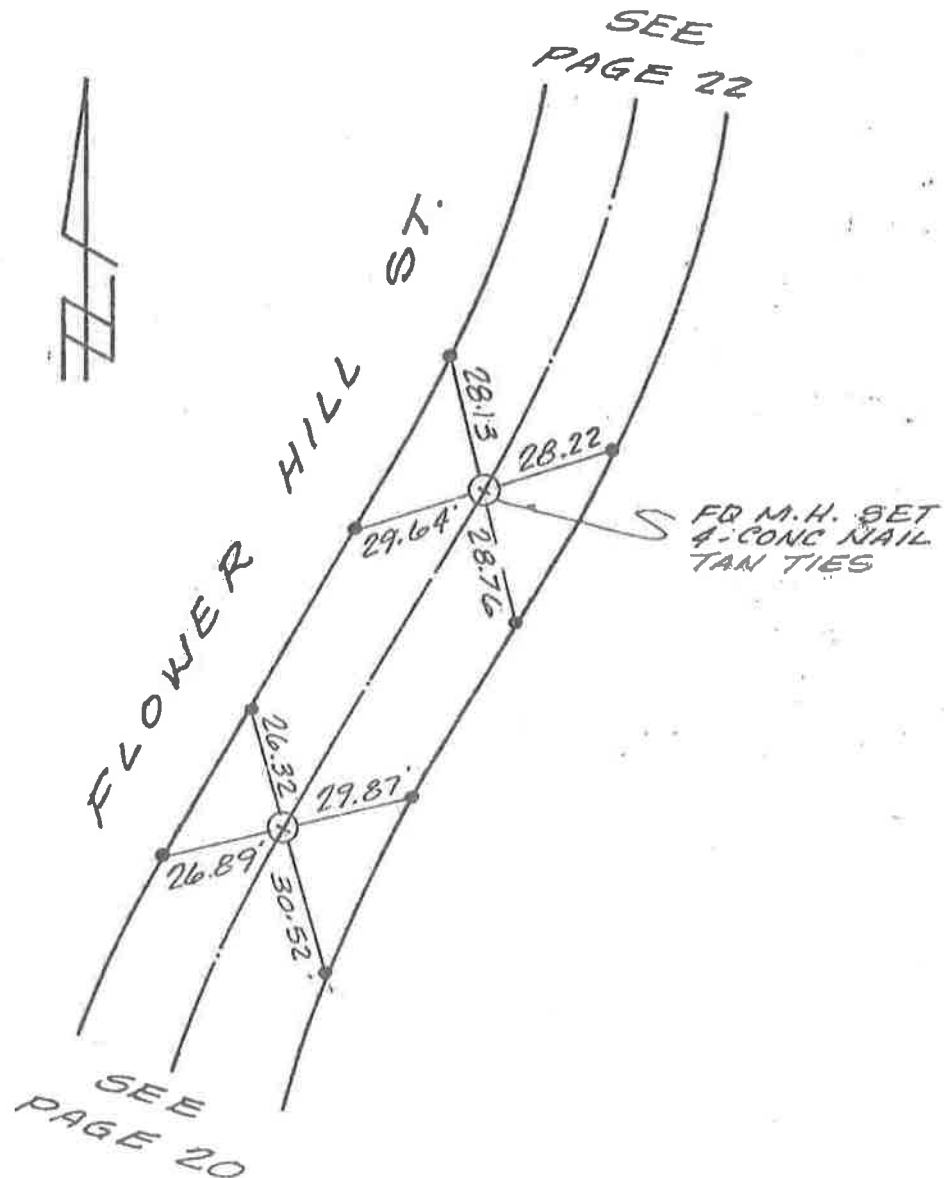
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

- Indicates set S&W, RCE 8793, unless otherwise noted
- Indicates set L&T, RCE 8793 in top of curb



C Ties

Tract No 8242

FB NO. C-3 PAGE 137
S B No

Page 22 of 26

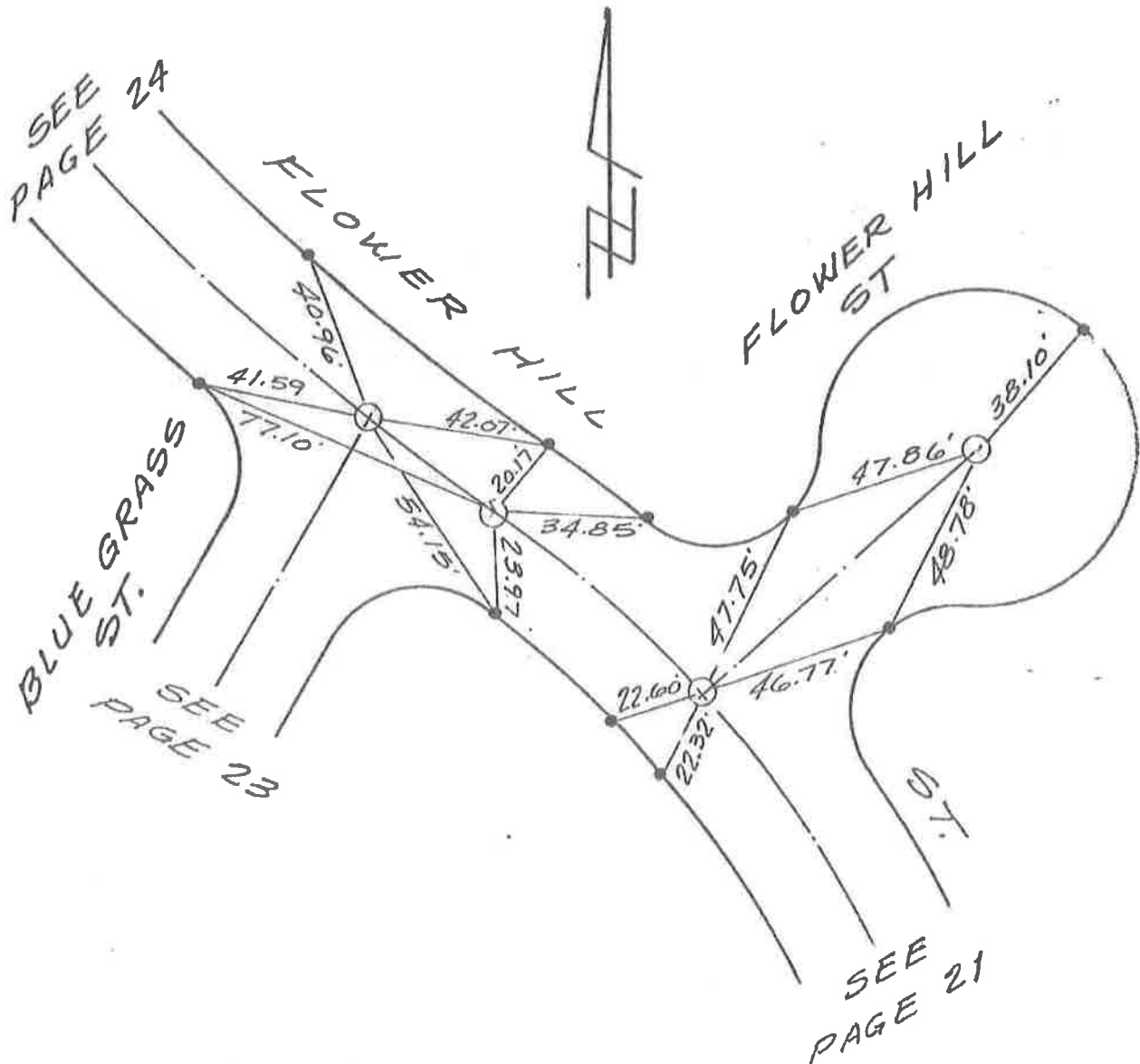
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

- Indicates set S&W, RCE 8793, unless otherwise noted
- Indicates set L&T, RCE 8793 in top of curb



⊕ Ties

Tract No 8242

FD NO. 0-3 PNH 138

S. B. No _____

Page 23 of 26

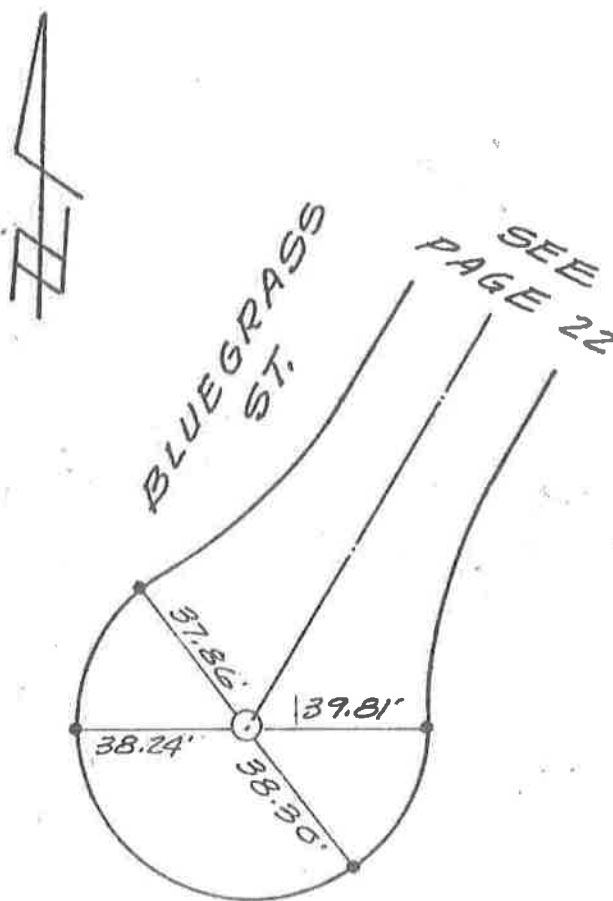
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

- Indicates set S&W, RCE 8793, unless otherwise noted
- Indicates set L&T, RCE 8793 in top of curb



ties

Tract No 8242

FD NO. C-3 PAGE 139
S. B. No

Page 24 of 26

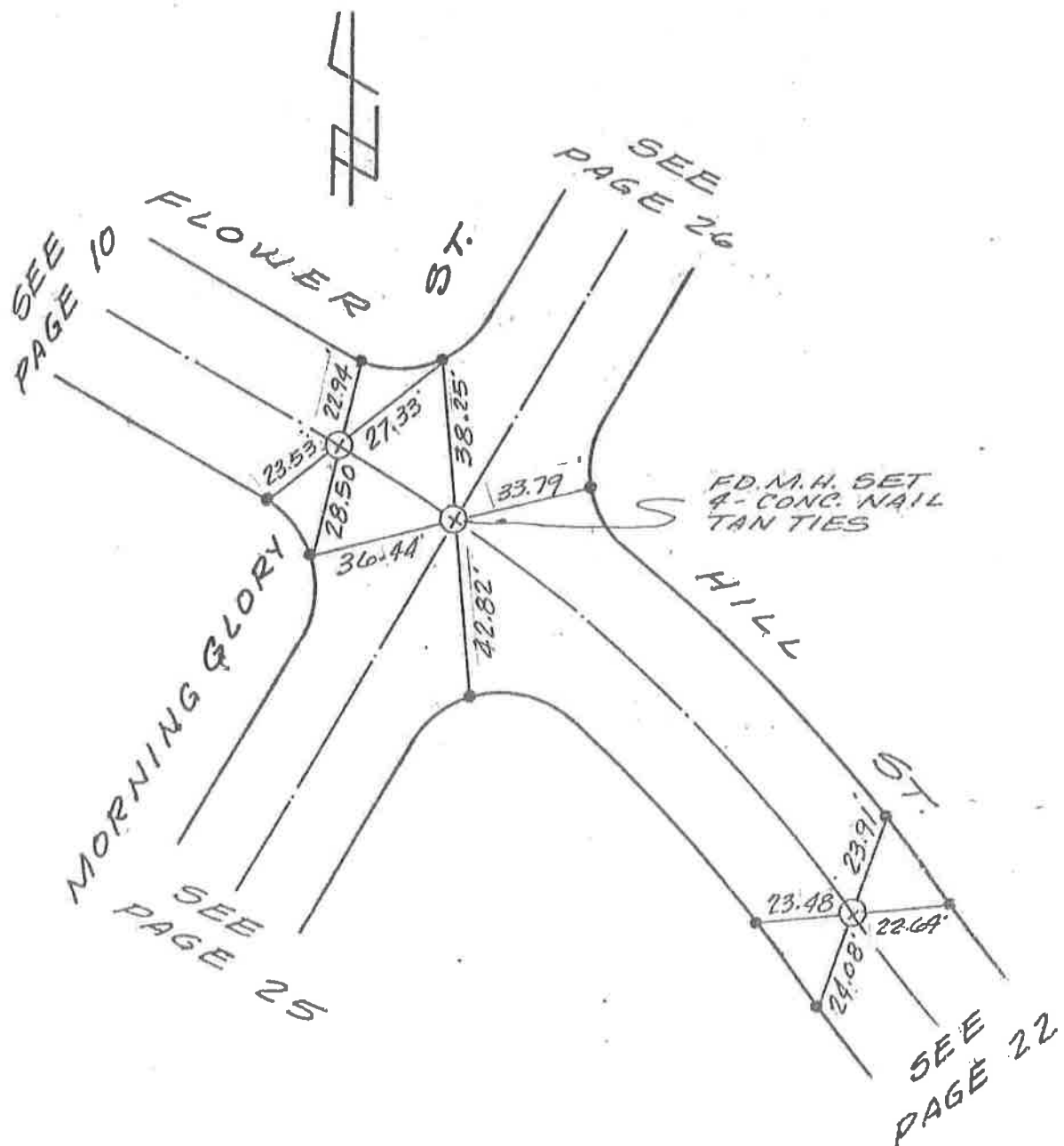
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

- Indicates set S&W, RCE 8793, unless otherwise noted
- Indicates set L&T, RCE 8793 in top of curb



⊕ Ties

Tract No 8242

FB NO. C-3 PAGE 140
S B No

Page 25 of 26

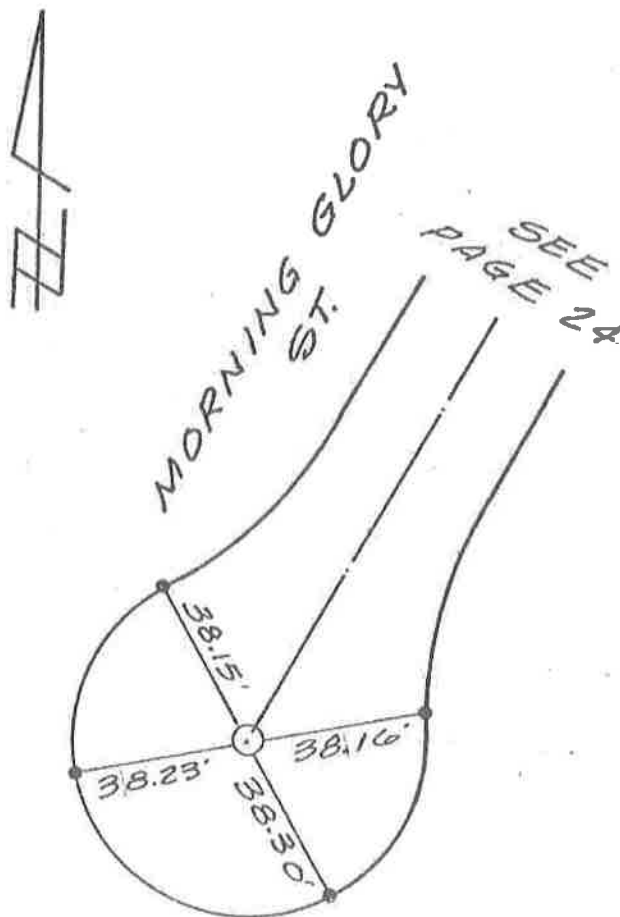
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

- Indicates set S&W, RCE 8793, unless otherwise noted
- Indicates set L&T, RCE 8793 in top of curb



⊕ Ties

Tract No 8242

FD NO. C-3 PAGE 141
S B No

Page 26 of 26

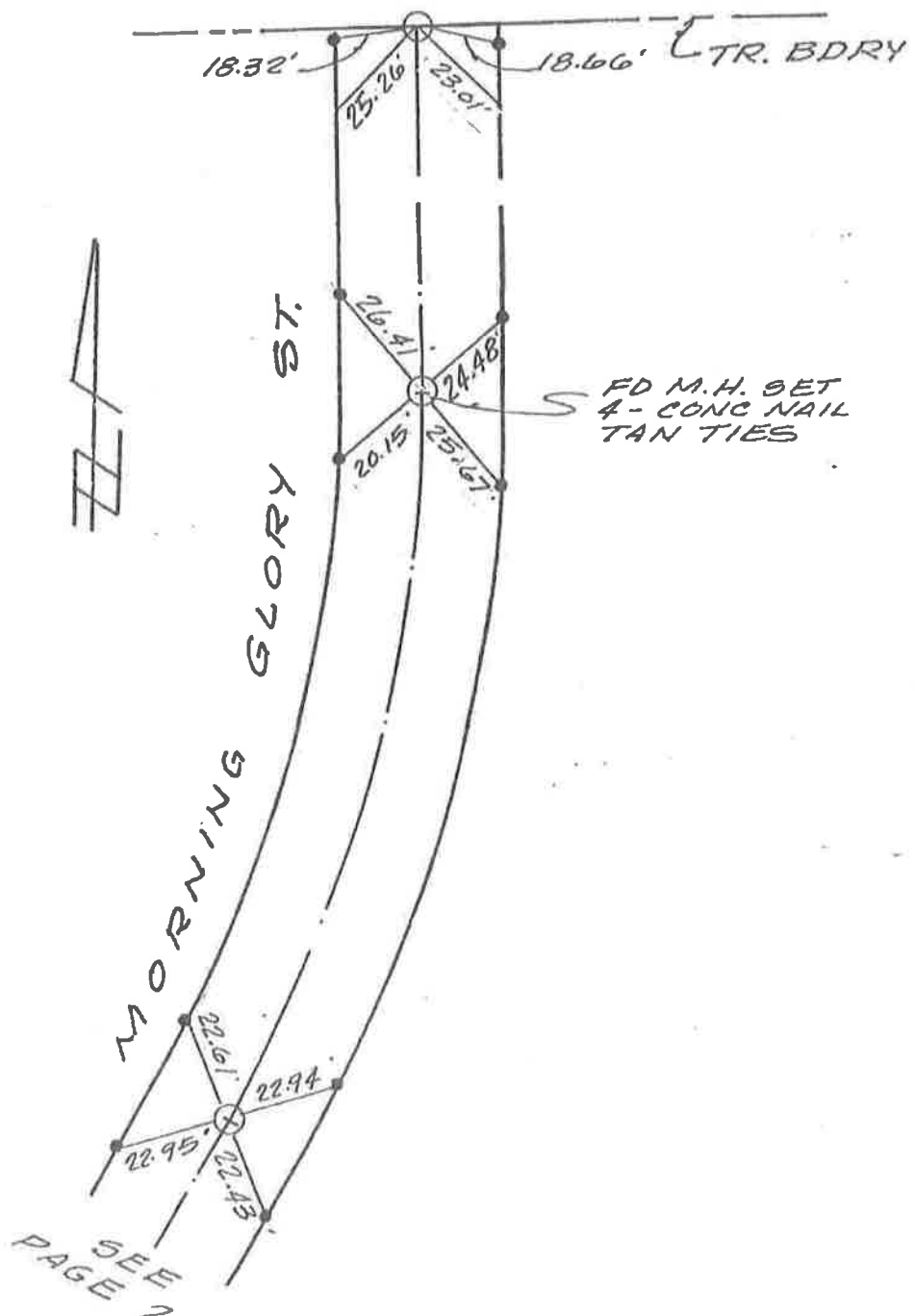
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

- Indicates set S&W, RCE 8793, unless otherwise noted
- Indicates set L&T, RCE 8793 in top of curb



1 C Ties

Tract No 8242

F.B. NO. C-3 PAGE 114

S B No _____

Page 3 of 26

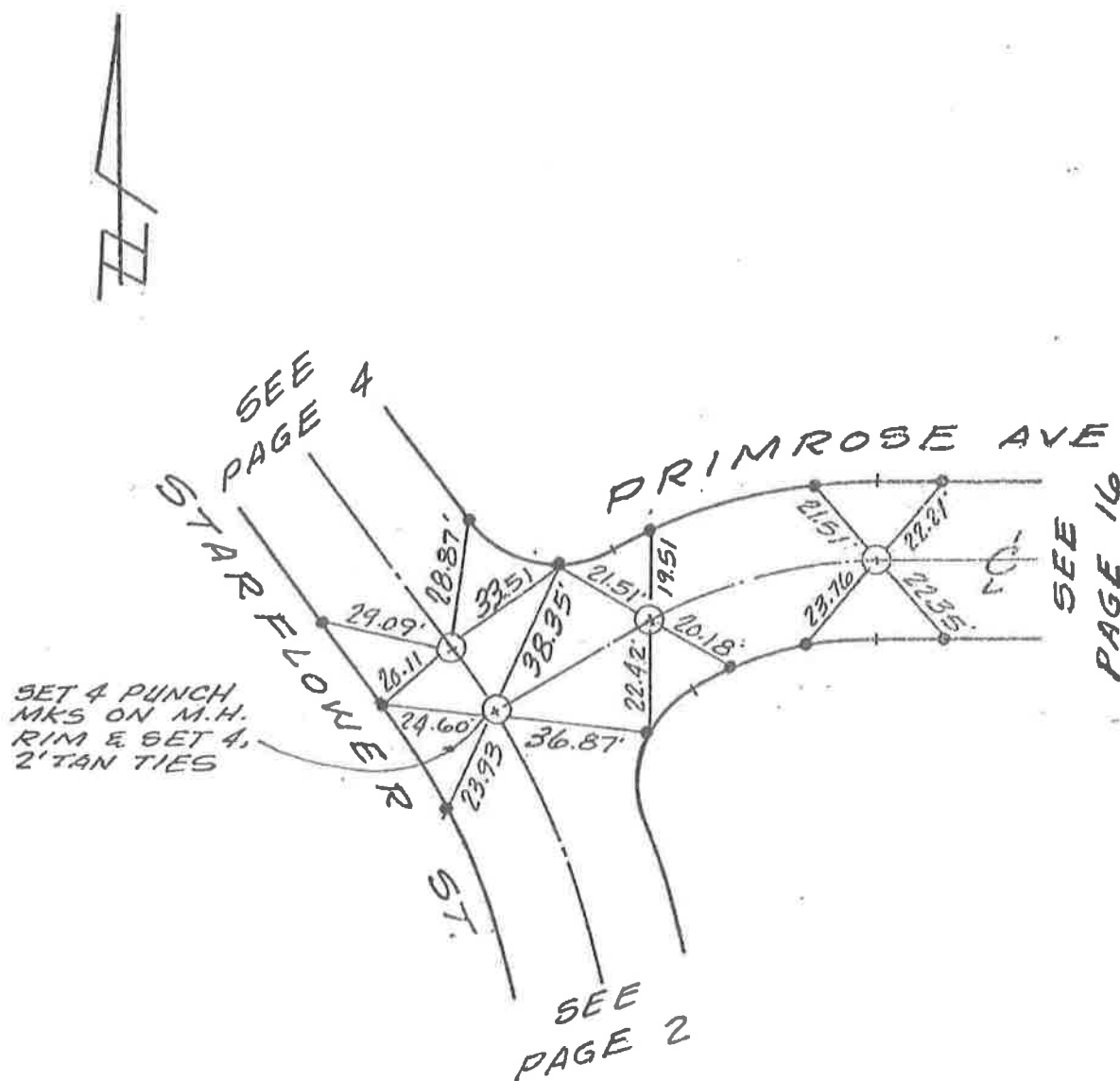
Jennings-Halderman-Hood

Hugh E. Halderman, R.C.E. 8793

Date of Survey November, 1981

Legend

- Indicates set S&W, RCE 8793, unless otherwise noted
- Indicates set L&T, RCE 8793 in top of curb



SECTION C**PROPOSAL**

for

EAGLE HILLS TRACT WATER IMPROVEMENTS**CIP NO. 7467**

in the

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

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


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 \$ 215,350.90 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	3-20-2020	

SECTION C
EAGLE HILLS TRACT WATER IMPROVEMENTS
CIP NO. 7467

PROJECT BID SCHEDULE

BASE BID					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
1	Mobilization and Demobilization (5% Maximum)	1	LS	\$ 59,000.-	\$ 59,000.-
2	Traffic & Pedestrian Control and Construction Phasing	1	LS	\$ 10,200.-	\$ 10,200.-
3	Traffic Signing, Striping, Markings & Raised Pavement Markers	1	LS	\$ 2,600.-	\$ 2,600.-
4	Construction Survey & Monument Preservation	1	LS	\$ 2,600.-	\$ 2,600.-
5	SWPPP and BMP's	1	LS	\$ 14,700.-	\$ 14,700.-
6	Asphalt Rubber Hot Mix (ARHM) Overlay	620	TON	\$ 143.-	\$ 88,660.-
7	Cold Mill Existing Pavement	5,254	SY	\$ 4.50	\$ 23,643.-
8	PCC Curb Ramp and Sidewalk over 4" SE 30 Sand Bedding (BCR to ECR)	34	EA	\$ 7,500.-	\$ 255,000.-
9	PCC Curb & Gutter Type A2-8 (W=2') over 6" CAB	1,000	LF	\$ 55.-	\$ 55,000.-
10	PCC Curb Type A3-6 (W=1') over 6" CAB	304	LF	\$ 39.-	\$ 11,856.-
11	Adjust Manhole to Grade	5	EA	\$ 640.-	\$ 3,200.-
12	Polymer Modified Slurry Seal (Type II)	305,377	SF	\$.35	\$ 106,881.95
13	Remove and Replace AC Pavement Section*	30,000	SF	\$ 5.-	\$ 150,000.-
14	8" PVC CL 200 Waterline (AWWA C900) per Trench Detail on Plans	7,982	LF	\$ 67.-	\$ 534,794.-
15	10" PVC CL 200 Waterline (AWWA C900) per Trench Detail on Plans	1,978	LF	\$ 83.-	\$ 164,174.-

BASE BID (Continued)					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
16	8" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	46	EA	\$ 2,200	\$ 101,200
17	10" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	15	EA	\$ 3,000	\$ 45,000
18	10"x 10" x 8" D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block	5	EA	\$ 1,400	\$ 7,000
19	12"x 12" x 8" D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block	1	EA	\$ 1,500	\$ 1,500
20	8" D.I.P. Class 52 Tee M.J. x M.J. with Thrust Block	9	EA	\$ 1,200	\$ 10,800
21	8" D.I.P. Class 52 Bend M.J. x M.J. (Angle per Plan) with Thrust Block	30	EA	\$ 800	\$ 24,000
22	10" D.I.P. Class 52 Bend M.J. x M.J. (Angle per Plan) with Thrust Block	5	EA	\$ 1,000	\$ 5,000
23	10"x 10" x 8" x 8" D.I.P. Class 52 Cross Tee M.J. x M.J. with Thrust Block	1	EA	\$ 1,600	\$ 1,600
24	M.J. x FLG Adaptor with Blind Flange and Thrust Block (Size per Plan)	8	EA	\$ 800	\$ 6,400
25	1" Service & New Water Meter (City Provided) in Existing Water Meter Box	184	EA	\$ 2,350	\$ 432,400
26	2" Service & New Water Meter (City Provided) in Existing Water Meter Box	5	EA	\$ 4,200	\$ 21,000
27	Fire Hydrant	20	EA	\$ 10,900	\$ 218,000
28	Blow-off Hydrant	6	EA	\$ 10,800	\$ 64,800
29	2" Air Release Assembly	2	EA	\$ 16,600	\$ 33,200
30	Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants per City Requirements (See Sheet 2 of Plans)	1	LS	\$ 47,000	\$ 47,000

BASE BID (Continued)					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
31	Remove Existing Meter Box & Install New Water Meter Box and Adjust to Grade	1	EA	\$ 1,200. ⁵	\$ 1,200. ⁵
32	12" x 12" x 10" D.I.P. Class 52 Tee M.J. x M.J. per Plan with Thrust Block	1	EA	\$ 2,000. ⁵	\$ 2,000. ⁵
33	6" Pressure Reducing Valve Station	1	EA	\$ 90,000. ⁵	\$ 90,000. ⁵
34	12" M.J. Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	1	EA	\$ 4,300. ⁵	\$ 4,300. ⁵
35	Pothole Existing Utilities	1	LS	\$ 102,800. ⁵	\$ 102,800. ⁵
36	Pressure Testing & Disinfection	1	LS	\$ 21,400. ⁵	\$ 21,400. ⁵
37	Remove and Replace Unsuitable Subgrade with CAB*	300	CY	\$ 102. ⁵	\$ 30,600. ⁵

*Indicates item that may or may not be used

TOTAL BID AMOUNT (SCHEDULE) FIGURES

\$ 2,153,508.95

TOTAL BID AMOUNT (SCHEDULE) (Words):

Two million, seven hundred fifty-three thousand, five hundred eight dollars and ninety-five cents

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders

9 (Bidders Initials)

LIST OF SUBCONTRACTORS

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

[illegible]

By submission of this proposal, the Bidder certifies:

1. That I(we)(it) 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, Timothy Roberts, am the
(Print Name)
President of T.E. Roberts, Inc.
(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 24th day of March, 2020

Timothy Roberts, T.E. Roberts, Inc.
Name of Bidder


Signature of Bidder

306 W. Katella Avenue, Unit B, Orange, CA 92867
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


Timothy Roberts

Title

President

Firm

T.E. Roberts, Inc.

Date

3-24-2020

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **EAGLE HILLS TRACT WATER IMPROVEMENTS, CIP NO. 7467** (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.

T.E. Roberts, Inc.

Contractor



By Timothy Roberts

President

Title

Date: 3-24-2020

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes

☒ No

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

N/A

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

COMPENSATION INSURANCE CERTIFICATE

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

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

T.E. Roberts, Inc.

Contractor



By Timothy Roberts

President

Title

Date: 3-23-2020

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

T.E. Roberts, Inc.
Bidder Name

306 W. Katella Avenue, Unit B
Business Address

Orange, California 92867
City, State Zip

(714) 669-0072
Telephone Number

troberts@teroberts.com
Email Address

603008 - A-General Engineering, C-34-Pipeline
State Contractor's License No. and Class

1000060280
DIR Registration Number

October 13, 1999
Original Date Issued (State Contractor's License)

October 31, 2020
Expiration Date

The work site was inspected by Tim Roberts of our office on March 22, 2020

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

T.E. Roberts, Inc.

Luke Roberts - Vice President

Timothy Roberts - President

Kimberlee Roberts - Treasurer

Justin Roberts - Secretary

Nicholas Roberts - Vice President

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

T.E. Roberts, Inc.

Company Name

[Signature]

Signature of Bidder

TEROBERTS Inc.

TEROBERTS Inc.

Timothy Roberts

Printed or Typed Signature

Subscribed and sworn to before me this 24th day of March, 2020

**See attached
California Jurat**

NOTARY PUBLIC

[Signature]

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 City of Newport Beach
100 Civic Center Dr, Newport Beach, CA
Name and Telephone No. of Public Agency Project Manager: Michael Sinacori 949 644-3342

\$2,222,300.-

Contract Amount

3,950' 12"x8" PVC-Balboa Island Ph 2-

Type of Work

5-24-19

Date Completed

2. Name and Address of Public Agency City of Anaheim
200 South Anaheim Blvd., Anaheim, CA
Name and Telephone No. of Public Agency Project Manager: Bill Moorhead 714 765-4165

\$7,815,160.-

Contract Amount

3,500' 16"x12" DIP-Katella Ave, near Disneyland

Type of Work

6-10-19

Date Completed

3. Name and Address of Public Agency Coachella Valley Water District
75515 Hovley Lane East, Palm Desert, CA
Name and Telephone No. of Public Agency Project Manager: Brian Korcock 760 398-2661

\$5,976,810.-

Contract Amount

7,976' 24"x18" + 3,702' 18" + 4,892' 12" PVC

Type of Work

8-7-19

Date Completed

CALIFORNIA JURAT

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

State of California)

County of Orange)

Subscribed and sworn to (or affirmed) before me on this 24th day
of March, 20 20, by Timothy Roberts

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.



(Seal)

Signature Kim E. Newett

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

Responsible Bidder – Supplemental Questionnaire

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

20 Years

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

☐ Yes

☒ No

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

N/A

Case Number

N/A

Bankruptcy Court

N/A

Date Filed

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

☐ Yes

☒ No

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

N/A

Case Number

N/A

Bankruptcy Court

N/A

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. *Bond rates \$10.60 for first \$500,000 of a contract, \$7.40 for the next \$2,000,000, \$7.05 for the next \$2,500,000 and \$5.95 for amount of contract in excess of \$5,000,000.*

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. *see attached*

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

T. E. Roberts, Inc.

18.

T. E. Roberts, Inc. received a non-admitted serious violation [1541.1(a)] on May 15, 2015 from Cal OSHA for inspection No. 1015520 on November 25, 2014 at Whispering Lakes Golf Course. We were in the process of installing shoring for the City of Ontario and was cited for failure to provide an adequate protective system to protect from cave-ins. After meeting with Cal OSHA we paid a reduced fine of \$1,800.00, DOCKET 15-R4D4-2027 dated January 5, 2016.

To prevent a repeat violation we use the services of third party Safety Inspection firms to evaluate our projects to ensure optimal jobsite safety and provide current and relevant safety training and materials. We hold training certification courses throughout the year including Confined Space and we just certified over 60 employees as Competent Persons at the end of 2018.

T.E. Roberts, Inc. received the 2019 First Place Construction Safety Excellence Award in the Utility Division from Associated General Contractors San Diego Chapter and 2019 Contractor Safety Award from Engineering Contractors Association.

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.

22. List up to 5 projects constructed as a prime in the last five years for waterline improvement types of work.

1. Project Name

Total Construction Value

Phase 2 Recycled Water
Distribution Project - East Side
in Leisure World

\$ 1,187,652.-

Description of Project

3,471' 6" PVC, 200' 6" DIP, 3,952' 4" PVC, 50' 4" DIP
pipeline and appurtenances with restoration
in Leisure World for El Toro Water District

2. Project Name

Total Construction Value

Alderdale Ave and Maychelle
Drive Transmission Main
Replacement

\$ 1,894,244.-

Description of Project

9,000' 12" DIP pipeline and appurtenances
with restoration for the City of Anaheim

3. Project Name

Total Construction Value

Beverly Boulevard
Water Main
Replacement

\$ 1,109,095.-

Description of Project

4,884' 8" PVC pipeline and appurtenances
with restoration for the City of Whittier

4. Project Name

Total Construction Value

PCH Recycled Water Distribution \$ 3,201,375.-
Bottleneck Upsizing Project

Description of Project

6,350' 16" PVC pipeline and appurtenances
with restoration on Pacific Coast Highway
in Laguna Beach for South Coast Water District.

5. Project Name

Total Construction Value

Water Main
Improvement, Ph.2

\$ 2,276,534.-

Description of Project

7,150' 12"-8" DIP pipeline and appurtenances
with restoration for the City of Ontario

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

T.E. Roberts, Inc. as PRINCIPAL and Travelers Casualty and Surety Company
of America as SURETY 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 Ten Percent of Amount Bid \$ (10%) 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
" Eagle Hills Tract Water Improvements Project No. 7467

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on March 24, 2020.

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 16th day
of March, 2020.

T.E. Roberts, Inc.

Principal

By: 

Timothy Roberts

Travelers Casualty and
Surety Company of America

Surety

By: 

Spencer Flake,
Attorney-In-Fact

**BID BOND
ACKNOWLEDGMENT OF SURETY**

*see
attached*

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
(Signature of Notary Public)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange

On 3/16/2020 before me, Erin Sherwood, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Spencer Flake

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

Erin Sherwood
Signature of Notary Public Erin Sherwood

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Spencer Flake** of **Anaheim California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **March**, **2020**



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CONSTRUCTION AGREEMENT
[EAGLE HILLS TRACT WATER IMPROVEMENTS, CIP NO. 7467]

This Construction Agreement (“Agreement”) is dated , 20 for reference purposes and is executed by the City of Brea, a California municipal corporation, and [T.E. Roberts], a [California] [Corporation] (“Contractor”). Contractor’s CSLB license number is 603008. Contractor’s DIR registration number is 1000000280.

R E C I T A L S

- A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **EAGLE HILLS TRACT WATER IMPROVEMENTS, CIP NO. 7467** (“Project”).
- B. City selected Contractor as the lowest responsive and responsible bidder for the Project.
- C. The parties are executing this Agreement to provide for Contractor’s furnishing of labor, equipment, and material for the construction of the Project.

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 and shall do the work for the construction of the **EAGLE HILLS TRACT WATER IMPROVEMENTS, CIP NO. 7467** (“Project”). Such 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 more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, “Work”). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor’s bid amount of \$ **2,753,508.95**. 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.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with 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 this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City 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.

C. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to the terms of this Section. Securities eligible for investment shall include those listed in 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 the parties agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, 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).

E. 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).

3. CUSTOMER CARE: Contractor, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with City staff, residents, 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. The parties may agree in advance to a single person contact, a representative of either City or Contractor, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2015 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, 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 Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **120** working days from the date of Notice of Proceed ("Completion Date").

B. Contractor shall be subject to liquidated damages in the amount of **\$1,200.00** for each calendar day the work remains incomplete beyond the Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days' written notice to Contractor. In such event, 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.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, 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 Agreement. 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 Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with 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."

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

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

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

c. 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.

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

- i. \$2,000,000 for bodily injury or death;
- ii. \$2,000,000 for property damage; and
- 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 (A)(ii) above shall:

i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.

ii. 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.

iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.

iv. 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 such policy.

v. 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.

vi. 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 30 days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter.”

vii. 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.

viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

ix. 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.

x. Otherwise be in form satisfactory to City.

D. Prior to commencing performance under this Agreement, Contractor shall furnish 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 City before Contractor commences performance. If performance of this Agreement shall extend beyond one 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.

E. The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to Contractor; or (ii) 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 Contractor under this Agreement.

8. LABOR CODE COMPLIANCE:

A. Contractor acknowledges that the Work required is a "public work" as defined in Labor Code Section 1720 et seq. 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 federally funded 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.

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. 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 the Work, Contractor shall provide City with a copy of the information submitted

to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's 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 statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

H. Contractor truthfully represents that at the time Contractor submitted its bid 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 Contract 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 possess 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 Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. UNRESOLVED DISPUTES:

A. In the event that a dispute arises between the parties 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 the Completion Date, 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 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 agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

B. 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., to the extent each is applicable. This Agreement hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any subcontractor must file a claim in accordance with the Government Claims Act as 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, with respect to any asserted "claim," as individually defined in those Sections.

10. ANTI-TRUST CLAIMS: In entering into this Agreement, Contractor offers and agrees to assign to 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 (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further action or acknowledgment by the parties.

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

A. If the Project involves trenching more than four feet deep, Contractor shall promptly and before the following conditions are disturbed notify City in writing of any: (i) 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; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) 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 this Agreement. City shall investigate the conditions, and if 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, City shall issue a change order.

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of \$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, 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 contract price herein for completion of the Work as set forth in this 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 City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. 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 City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

A. City 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 workers, employees of Contractor or its 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. Contractor shall be responsible for all 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.

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and 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, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

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

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without 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 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.

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) 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 10 years.

19. 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 (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) 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:

20. 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. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. 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.

22. 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.

23. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. 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.

24. 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 City of any payment to Contractor constitute or be construed as a waiver by 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 City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. AUTHORITY: Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

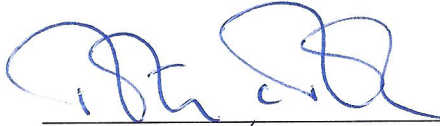
26. COUNTERPARTS: This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

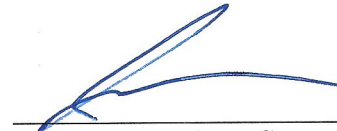
ORIGINAL

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

T.E. ROBERTS, INC.



☐ Chairperson ☒ President ☐ Vice President
Timothy Roberts



☒ Secretary ☐ Asst. Secretary *Justin Roberts*
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

RESOLUTION NO. 2020-029

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 WATER UTILITY FUND (420) AND MEASURE M FUND (260) TO THE CAPITAL IMPROVEMENT PROGRAM PROJECT 7467, EAGLE HILLS TRACT WATER MAIN 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 Water Utility Fund (420) and Measure M Fund (260), to the Capital Improvement Program Fund (510), for Project 7467, Eagle Hills Tract Water Main Replacement, for the fiscal year 2019-20.

(ii) The Capital Improvement Program Budget, Resolution No. 2019-043, and subsequent amendments, did not anticipate the 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 Water Utility Fund (420) to Capital Improvement Program Fund (510) for Project 7467, Eagle Hills Tract Water Main Replacement, by \$1,790,000; and

2. Appropriate funding from Measure M Fund (260) to Capital Improvement Program Fund (510) for Project 7467, Eagle Hills Tract Water Main Replacement in the amount of \$100,000; and

RESO NO. 2020-029
May 5, 2020

3. Appropriate an additional \$1,890,000 to the Capital Improvement Program Fund (510) for Project 7467, Eagle Hills Tract Water Main Replacement.

APPROVED AND ADOPTED this 5th day of May, 2020.

Marty Simonoff, 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 Council of the City of Brea, held on the 5th day of May, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2020-029
May 5, 2020

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 05/05/2020
SUBJECT: Street Sweeping Pilot Program Extension

RECOMMENDATION

Extend Street Sweeping Pilot Program by six months to September 30, 2020

BACKGROUND/DISCUSSION

The City of Brea has been sweeping City streets for over 50 years. In early 2016, City Council directed staff to explore the possibility of contracting out these services and compare contract costs to in-house costs and assess if long term ongoing savings could be achieved.

From mid-2016 to late 2018, staff provided a number of updates to City Council either at Study Session or General Session. These updates included evaluation of proposals and cost comparisons for two separate Request-for-Proposals (RFP). The City issued its own RFP in May 2016 and later issued a joint RFP in May 2018 along with the cities of Placentia and Fullerton. On December 4, 2018, after thorough discussion, the City Council directed staff to keep the street sweeping operation in-house, but change the sweeping frequency from weekly to twice per month for a pilot term of one year. On January 15, 2019, the City Council also directed staff to eliminate the street sweeping enforcement for the same period of time.

The street sweeping pilot program officially began on March 4, 2019 and was set to conclude on March 31, 2020. However, given the unprecedented circumstances surrounding the COVID-19 pandemic and the fact that there are many more parked cars on the streets, it would be difficult to make any substantial changes to the street sweeping and enforcement program at this time. Therefore, staff recommends extending the pilot program for six (6) months to, hopefully, allow for regular parking patterns to resume.

FISCAL IMPACT/SUMMARY

There were anticipated savings as a result of the street sweeping pilot program. A comprehensive cost analysis will be presented after the pilot program expires.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Tony Olmos, Public Works Director

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 05/05/2020
SUBJECT: Purchase Orders for Pickup Truck and Tri-Band Radios

RECOMMENDATION

Authorize the Purchasing Agent to issue purchase orders to Motorola for Tri-Band Capable Radios in the amount of \$119,315.99 and to National Auto Fleet Group for a pickup truck to tow our rescue all-terrain vehicle (ATV) in the amount of \$78,937.78.

BACKGROUND/DISCUSSION

Over the last several years, the "Fire Impact Fee" account has grown significantly due to extensive City growth and modifications. In addition, the impact fees have not been utilized during that same time frame. The Fire Department has identified a couple of areas where service delivery can be improved by appropriating the funds as they were intended. Those areas are:

1. Pickup Truck for Rescue ATV Towing -The new Brea Fire Department Rescue ATV has been providing search and rescue services to the City of Brea for well over a year. It has responded to calls for service for injured citizens in and around the multiple canyons which surround Brea. In addition, the ATV also provides means of wildland fire fuel reconnaissance and management and other logistical support for a wide variety of Fire Department operational needs. In order for the Rescue ATV to perform its duties, it must be transported to a scene via pickup truck and trailer due to California State Law restrictions on ATV highway use. The Fire Department will expand its service delivery capabilities to the community by purchasing a "Code-3" capable utility style pickup truck built to meet the search & rescue mission of the ATV program, primarily rapid emergency response with ATV in tow. The "Sourcewell" master vehicle government contract was used to obtain the \$78,937.78 quote, which will be funded by Fire Department impact fees.
2. Tri-Band Radios - Radios currently used by the Brea Fire Department are not operationally competent due to restrictions which prohibit them from communicating on all bandwidths required to communicate with our surrounding agencies. We are obligated to respond with LA County Fire and Orange County Fire Authority regularly to mitigate everything from isolated medical-aid calls to large complex wildfire incidents. In doing so, we must be able to communicate on the 800MHz, UHF system and VHF system. Unfortunately, our apparatus mounted radios only communicate on the 800MHz systems and our portable radios only the 800MHz system and VHF system. Considering the number one reason for Firefighter injury and fatality is related to communication issues, it is imperative we address this issue. In order to solve the ongoing communication issues we are experiencing, we will purchase radios capable of communicating with all of our surrounding agencies for the apparatus and company officers in charge of each crew. Total estimated cost - \$119.315.99. The price quoted is in cooperation with the

Motorola/Orange County Price Book Agreement referenced on quote.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendations at their January 28, 2020 meeting and are recommended for City Council approval.

FISCAL IMPACT/SUMMARY

Tri-Band Radios and Rescue ATV pickup truck are being funded by Fire Department Impact Fee Allocations. There is no impact to the City's General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Chris Nigg, Fire Division Chief
Concurrence: Adam Loeser, Fire Chief

Attachments

PickupTruck Quote
Tri-Band Radio Quote



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

April 28, 2020

Mr. Alex Escobar
City of Brea
1 Civic Center Circle
Brea, Ca 92821
Delivery Via Email
Dear Mr. Escobar,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Brea, new/unused 2020 Ford F-350 Crew Cab 4X4 XL Short Bed and responding to your requirement with the attached specifications for \$ 47,549.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell Contract master vehicle contract# 120716-NAF. Unit to be Race Red

	One Unit MSRP	One Unit	Total Savings	Total Savings
2020 F-350 CREW CAB 4X4 ROLL AND LOCK COVER	62,735.00	47,549.00	24.21%	15,186.00
911 UPFIT		1,910.00		
Sub Total		23,793.00		
Sales Tax		73,252.00		
Tire Tax		5,677.03		
Total		8.75		
		78,937.78		

Terms are net 30 days.
Delivery 90-180 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-2641867 C / 562-684-4672 F





5604 E. La Palma Ave. Anaheim, CA 92807
P: 714-808-0911 F: 714-808-0916 www.911vehicle.com

Your Single Source Provider for Emergency Vehicle Solutions

Quote#102019-1

To: **Chief Chris Nigg** From: **Dan Walters**
Company: **Brea Fire** Date: **November 19, 2019**
Fax #: Phone #: **714-461-1551**

Regarding: **2019 Tow Vehicle**

1 Number of Pages sent including cover sheet

QTY	Breakdown with labor:	EXTENSION TOTAL
BASE ELECTRICAL SYSTEM		
1	Engineering and Design Layout	380.00
2	Replace Engine Batteries w/ (2)Group 48 Odyssey Batteries	820.00
1	Dual Battery Isolation System	415.00
1	Main DC Power / Ground Electrical Buss System	1,355.00
1	Key Ignition Control System	140.00
1	Park Neutral Control System	190.00
EMERGENCY LIGHTING AND SIREN WARNING		
1	Code 3 Z3 Siren and Lighting Controller	1,395.00
1	Federal Signal VALOR Dual Mode Lightbar	4,885.00
1	Headlight Flasher	245.00
2	Whelen M7R Lights on Front Grill	790.00
2	Whelen M7R Lights on Side Fender	885.00
2	Whelen M7R Lights on Side of Rear Fender	790.00
2	Whelen M7K (Red/Amber) L.E.D.'s on Tail Gate	850.00
1	Siren speaker mounted behind grill	489.00
1	Back-up Alarm with Override Switch	268.00
Command and Center Console Module		
1	Metal Center Console for Radios and Lighting Controller	1,035.00
2	Arm rests mounted on each side of the console	253.00
RADIOS AND COMPUTERS		
1	Sierra Wireless GX450 Modem for Verizon Service (CS)	380.00
1	Motorola APX All Band Dual Single Head Radio (CS)	570.00
1	MDC and Docking Station (CS)	475.00
1	Heavy Duty Side Pole Mount for MDC (CS)	190.00
2	Motorola Drop-in Radio Chargers (CS)	285.00
1	Multi-Band Antenna for Sierra Wireless Modem	390.00
4	Roof Mounted Antennas	692.00
1	Accessory Plug Installs for Front Head Hand Mics (CS)	142.50
OTHER EQUIPMENT		
1	Misc. Parts and Materials (Loom, Connectors, Etc.)	380.00
2	LED Lights with 3 way switch mounted under rear bumper	460.00
1	Interior Overhead LED Dome Light (Red/White) in Cab	270.00
1	Remote Door Unlock Switch in Grill	515.00
2	Mount Front ID Plates on Grill	340.00
1	Custom Graphics Package	2,550.00
2	Flashlights Installed - Pelican	568.00
1	5Lb Fire Extinguisher and Bracket	132.50
2	Dual USB Auxiliary Sockets with Rubber Cover	268.00

SUBTOTALS \$ **23,793.00**

SALES TAX Resale \$ **-**

TOTAL \$ **23,793.00**

(CS) = Customer Supplied

All Prices are Per Vehicle and are Good for 90 Days

3500 XL 4x4

CHROME DATA
An Autodata Solutions Brand

Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box

Image Not Available

Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box (🟢 Complete)

Selected Model and Options

MODEL

CODE	MODEL
W3B	2020 Ford Super Duty F-350 SRW XL 4WD Crew Cab 6.75' Box

COLORS

CODE	DESCRIPTION
PQ	Race Red

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
17S	STX Appearance Package -inc: STX fender vent badge, Bright Chrome Hub Covers & Center Ornaments, Chrome Front Bumper, Chrome Rear Step Bumper, Steering Wheel-Mounted Cruise Control, Tires: LT275/65R18E BSW A/S, Wheels: 18" Sparkle Silver Painted Cast Aluminum, bright hub covers/center ornaments, Bright Chrome Grille	0.00 lbs	0.00 lbs
17X	FX4 Off-Road Package -inc: Hill Descent Control, Off-Road Specifically Tuned Shock Absorbers, front/rear, Transfer Case & Fuel Tank Skid Plates, Unique FX4 Off-Road Box Decal	2.00 lbs	2.00 lbs
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	15.00 lbs	6.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
18A	Upfitter Interface Module	0.00 lbs	0.00 lbs
43C	110V/400W Outlet -inc: 1 in-dash mounted outlet	0.00 lbs	0.00 lbs
76R	Reverse Sensing System	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
41P	Transfer Case & Fuel Tank Skid Plates	23.00 lbs	17.00 lbs
52B	Trailer Brake Controller -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	0.00 lbs	0.00 lbs

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 9538, Data updated Oct 22, 2019 10:49:00 PM PDT

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
43B	Fixed Rear-Window w/Defrost	0.00 lbs	0.00 lbs
35S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	0.00 lbs	0.00 lbs
924	Privacy Glass	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
913	SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touch screen in center stack w/swipe capability, pinch-to-zoom capability included w/available voice-activated touchscreen navigation system, 4.2" productivity screen in IP cluster, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart charging USB-C ports, NOTE: SYNC AppLink lets you control some of your favorite compatible mobile apps w/your voice, It is compatible w/select smartphone platforms, Commands may vary by phone and AppLink software, 110V/400W Outlet, 1 in-dash mounted outlet	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
44G	Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)	0.00 lbs	0.00 lbs

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
610A	Order Code 610A	0.00 lbs	0.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum -inc: bright hub covers/center ornaments	-9.00 lbs	-3.00 lbs

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 9538, Data updated Oct 22, 2019 10:49:00 PM PDT

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: manual push-button engine-exhaust braking and intelligent oil-life monitor, 175 Amp Heavy Duty Alternator, 34 Gallon Fuel Tank, GVWR: 11,200 lb Payload Package, 3.31 Axle Ratio, Dual 78-AH 750 CCA Batteries	563.00 lbs	168.00 lbs

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PQ	Race Red	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
TDU	Tires: LT275/70Rx18E OWL A/T (4) -inc: LT275/70Rx18E BSW A/T spare tire	27.00 lbs	40.00 lbs

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
X3J	Electronic-Locking w/3.55 Axle Ratio	2.00 lbs	1.00 lbs
Options Total		623.00 lbs	231.00 lbs

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Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box (🟢 Complete)

Standard Equipment

Mechanical

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only (STD)
Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)
3.73 Axle Ratio (STD)
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
157 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
3750lbs. Maximum Payload
GVWR: 10,500 lb Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
Tires: LT245/75R17E BSW A/S (4) (STD)
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint

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Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

Exterior

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Front License Plate Bracket
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Fully Automatic Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

Entertainment

Radio w/Seek-Scan
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Manual Rear Windows
Mobile Hotspot Internet Access
Rear Cupholder

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Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box (🟢 Complete)

Interior

Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Vinyl/Rubber Floor Covering
Underhood And Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration


Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

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Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box ( Complete)

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters

Dual Stage Driver And Passenger Front Airbags

Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box

Interior: Medium Earth Gray, Cloth 40/20/40 Split Bench Seat

Exterior 1: Race Red

Exterior 2: No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W3B	[Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box	
	OPTIONS	
17S	STX Appearance Package	
17X	FX4 Off-Road Package	
18A	Upfitter Interface Module	
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat	
41P	Transfer Case & Fuel Tank Skid Plates	Inc.
43B	Fixed Rear-Window w/Defrost	
43C	110V/400W Outlet	Inc.
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
52B	Trailer Brake Controller	
610A	Order Code 610A	\$0.00
64B	Wheels: 18" Sparkle Silver Painted Cast Aluminum	Inc.
76R	Reverse Sensing System	
85S	Tough Bed Spray-In Bedliner	
90L	Power Equipment Group	
913	SYNC 3 Communications & Entertainment System	
924	Privacy Glass	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	
PQ	Race Red	
TDU	Tires: LT275/70R18E OWL A/T (4)	

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Vehicle: [Fleet] 2020 Ford Super Duty F-350 SRW (W3B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

X3J Electronic-Locking w/3.55 Axle Ratio

SUBTOTAL

Adjustments Total \$0.00

Destination Charge

TOTAL PRICE

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 9538, Data updated Oct 22, 2019 10:49:00 PM PDT



Motorola Solutions
10680 Trenea Street, Suite 200
San Diego, Ca 92131

Attention: Kim Caplan
Phone: 858-442-3979
Kim.caplan@motorolasolutions.com

Quote: 031120BFDAPX

PREPARED FOR: Chris Nigg
AGENCY : Brea Fire Department

Equipment Details and Pricing

Qty:	Model	Description	List Price	Price Book	Extended
APX8500 MOBILE WITH AES ENCRYPTION AND DUAL CONTROL HEAD-NO DEK					
9	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$ 10,535.00	\$ 6,531.70	\$58,785.30
9	G806	ENH: ASTRO DIGITAL CAI OP APX			
9	G51	ENH: SMARTZONE OPERATION APX			
9	G361	ADD: P25 TRUNKING SOFTWARE			
9	G444	ADD: CONTROL HEAD SOFTWARE			
9	G843	ADD:AES ENCRYPTION			
18	B18	ADD AUXILIARY 7.5 WATT SPEAKER			
9	G67	ADD: REMOTE MOUNT MID POWER			
9	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)			
18	W22	ADD: PALM MICROPHONE			
9	G996	ADD: PROGRAMMING OVER P25 (OTAP)			
9	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY			
9	G78	ADD: ESSENTIAL SERVICE			
9	GA00092	ADD: DUAL CONTROL HARDWARE			
9	GA09008	GROUP SERVICES			
9	GA00235	ADD: NO GPS ANTENNA NEEDED			
9	G628	ADD: REMOTE MOUNT CBL 17 FEET			
9	G610	ADD: REMOTE MOUNT CBL 30 FEET			
APX8000 MODEL 3.5 WITH ENCRYPTION					
8	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$ 10,280.00	\$ 6,373.60	\$50,988.80
8	H38	ADD: SMARTZONE OPERATION			
8	Q806	ADD: ASTRO DIGITAL CAI OPERATION			
8	Q361	ADD: P25 9600 BAUD TRUNKING			
8	G996	ADD: PROGRAMMING OVER P25 (OTAP)			
8	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY			
8	Q629	ENH: AES ENCRYPTION			
8	QA05595	ALT: BATT IMPRES 2 LIION DIV2 4850			
8	QA09008	GROUP SERVICES			
8	Q58	ADD: ESSENTIAL SERVICE			
CHARGER					
8	NNTN8860	CHARGER, SINGLE-UNIT, IMPRES	\$ 150.00	\$ 120.00	\$960.00

Pricing per Orange County Price Book Agreement # MA-060-15011560
Quote also includes a one time additional discount if radios ordered by March 27,2020

QUOTE TERMS AND CONDITIONS :

- 1) Quotes are exclusive of all installation and programming charges(unless expressly stated) and all applicable taxes.
- 2) Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 3) Prices quoted are valid for thirty(30) days from the date of this quote.
- 4) Unless otherwise stated, payment will be due within thirty days after invoice.
- 5) The information provided in this quote is provided for budgetary purposes only, and does not constitute an offer to sell or license any Motorola product.

Subtotal	\$110,734.10
Tax	\$8,581.89
Shipping	\$0.00 Included
Total	\$119,315.99

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/05/2020

SUBJECT: Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund with Public Agency Retirement Services (PARS)

RECOMMENDATION

1. Approve Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund through Public Agency Retirement Services (PARS) Post-Retirement Health Care Trust Program; and
2. Approve the Investment Advisory Committee (IAC) recommendation to dollar-cost-average any initial lump-sum contribution to address the City's unfunded liability OPEB costs over a 12-month period.

BACKGROUND/DISCUSSION

The City considers its pension and OPEB obligations very seriously, and continually examines all options to reduce pension and OPEB obligations and annual costs. When feasible, and legally permissible, staff recommends responsive pension and OPEB reform measures that ensure the long-term fiscal viability and resiliency. Employee compensation packages for Brea City employees include California Public Employees' Retirement System ("CalPERS") pensions and CalPERS' Public Employers Medical Care Health Act ("PEMCHA") healthcare benefits ("OPEB" – Other [than pensions] Post-Employment Benefits) following the completion of active service. OPEB Benefits for eligible City employees cover retiree medical up to a maximum of \$335.00/month.

On November 17, 2015, in order to responsibly manage pension and OPEB costs, the City Council unanimously authorized participation in both the Public Agency Retirement Services (PARS) Post-Employment Benefits Trust Program, and the PARS Post-Retirement Health Care Trust Program. This action created two separate mechanisms by which the City will be able to pre-fund (one-time and/or annually) a portion of unfunded pension and OPEB actuarial liabilities.

To date, the City has contributed \$6,000,000 in Fiscal Year 2015-16 and an additional \$756,800 in Fiscal Year 2018-19 for a total contribution of \$6,756,800 to pre-fund pension obligation costs. As of March 31, 2020, the current market value of the Trust was \$7,663,519.44.

During the Budget Workshop on May 21, 2019, the City Council expressed interest in contributing any revenues over expenditures from Fiscal Year 2018-19 to PARS to address the City's OPEB obligations. As of June 30, 2019, the City's OPEB obligations were calculated to be

\$25.6 million.

At the February 18, 2020, Council meeting, the City Council was presented with the financial results for the fiscal year ending 2018-19 and reported that there was approximately \$2.5 million available in revenues over expenditures, as well as an additional \$155,000 from the City's OPEB Fund (Fund 150) that can be contributed to PARS to address the City's OPEB obligations. The intent is to gradually move from a "pay-as-you-go" method to the recommended Annual Required Contribution (ARC) method. The current "pay-as-you-go" amount is approximately \$890,000 annually and covers retiree health benefits for approximately 226 retirees (as of March 2020).

Based upon the 2017 Actuarial Valuation Report for the City's Retiree Healthcare Plan, the ARC is calculated to be approximately \$2.56 million. The ARC covers the cost of the current retiree benefit obligations ("pay-as-you-go"), as well as pays down the City's unfunded liability obligation. The actuarial valuation and the ARC are re-calculated every two years, and the 2019 Actuarial Valuation Report is expected to be completed later this year.

At their April 27, 2020 meeting, the Investment Advisory Committee (IAC) reviewed the Investment Guidelines as presented for the City's OPEB Trust Program ("Plan") which includes identifying a preferred investment strategy for the Plan. PARS and their third-party investment advisory firm, HighMark Capital Management, presented five portfolio objectives that vary in risk tolerance and investment strategies.

The goal of the Plan's investment program as identified in the Investment Guidelines is to provide a reasonable level of growth which will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should seek to earn a return in excess of its policy benchmark over the life of the Plan;
- The Plan's assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic perspective of the capital markets.

The purpose of the guidelines are to:

- Facilitate the process of ongoing communication between the Plan Sponsor and its plan fiduciaries;
- Confirm the Plan's investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan Sponsor;
- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's investment needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers; and
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

Based upon the Committee's review, the Moderate Investment Objective is recommended as it has a dual goal to seek growth of income and principal and its risk tolerance demonstrates that the Plan can accept price fluctuations to pursue its investment objectives. The below chart

summarizes the Strategic Asset Allocation for the Moderate Investment Objective:

<i>Strategic Asset Allocation Ranges</i>		
Cash	Fixed Income	Equity
0-20%	40%-60%	40%-60%
Policy: 5%	Policy: 45%	Policy: 50%

The proposed Investment Guidelines with the Moderate Investment Objective is provided as a Attachment A for City Council's consideration.

COMMISSION/COMMITTEE RECOMMENDATION

The Committee reviewed the Investment Guidelines as presented at their April 27, 2020 meeting and recommended City Council approve. The Committee also recommended that any contribution to address the City’s OPEB unfunded liability amount above the pay-as-you-go amount be dollar cost averaged over a 12-month period in an effort to reduce the impact of volatility of the overall contribution.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A



Investment Policy Guidelines

City of Brea

OPEB

May, 2020

Investment Policy Guidelines

Scope and Purpose

The purpose of these Investment Policy Guidelines is to:

- Facilitate the process of ongoing communication between the Plan Sponsor and its plan fiduciaries;
- Confirm the Plan's investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan Sponsor;
- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's investment needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers;
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

Key Plan Sponsor Account Information as of May 2020

Plan Sponsor:	City of Brea
Governance:	Investment Advisory Committee for the City of Brea
Plan Name ("Plan"):	City of Brea OPEB plan
Trustee:	US Bank Contact: Sue Hughes, 949-224-7209 Susan.Hughes@usbank.com
Type of Account:	<i>Other Post Employment Benefit (OPEB) Plan</i>
Investment Manager:	US Bank, as discretionary trustee, has delegated investment management responsibilities to HighMark Capital Management, Inc. ("Investment Manager"), an SEC-registered investment adviser Contact: Keith Stribling, CFA, 949-553-2591 Keith.stribling@highmarkcapital.com

Investment Authority: Except as otherwise noted, the Trustee, US Bank, has delegated investment authority to HighMark Capital Management, an SEC-registered investment adviser. Investment Manager has full investment discretion over the managed assets in the account. Investment Manager is authorized to purchase, sell, exchange, invest, reinvest and manage the designated assets held in the account, all in accordance with account's investment objectives, without prior approval or subsequent approval of any other party(ies).

Investment Objectives and Constraints

The goal of the Plan's investment program is to provide a reasonable level of growth which, will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should seek to earn a return in excess of its policy benchmark over the life of the Plan.
- The Plan's assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic perspective of the capital markets.

Investment Time Horizon: Long-term

Anticipated Cash Flows: An amount equal to one hundred percent (100%) of the annual OPEB obligations up to the annual required contribution is anticipated to be deposited upfront in July of each year with disbursements to be made monthly to pay ongoing OPEB obligations.

Target Rate of Return: 3.87%

Investment Objective: **Moderate Objective:** The primary objective is to generate a reasonable level of growth. The investment objective the Plan Sponsor has selected is the **Moderate Objective**, which has a dual goal to seek growth of income and principal.

Risk Tolerance: **Moderate**
The account's risk tolerance has been rated moderate, which demonstrates that the account can accept price fluctuations to pursue its investment objectives.

Portfolio Type: **Highmark Plus (active strategy)**

Strategic Asset Allocation: The asset allocation ranges for this objective are listed below:

<i>Strategic Asset Allocation Ranges</i>		
Cash	Fixed Income	Equity
0-20%	40%-60%	40%-60%
Policy: 5%	Policy: 45%	Policy: 50%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The Investment Manager will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with your objectives.

Security Guidelines:

Equities

With the exception of limitations and constraints described above, Investment Manager may allocate assets of the equity portion of the account among various market capitalizations (large, mid, small) and investment styles (value, growth). Further, Investment Manager may allocate assets among domestic, international developed and emerging market equity securities.

Total Equities	40%-60%
<i>Equity Style</i>	<i>Range</i>
Domestic Large Cap Equity	15%-45%
Domestic Mid Cap Equity	0%-10%
Domestic Small Cap Equity	0%-15%
International Equity (incl. Emerging Markets)	0%-15%
Real Estate Investment Trust (REIT)	0%-15%

Fixed Income

In the fixed income portion of the account, Investment Manager may allocate assets among various sectors and industries, as well as varying maturities and credit quality that are consistent with the overall goals and objectives of the portfolio.

Total Fixed Income	40%-60%
<i>Fixed Income Style</i>	<i>Range</i>
Long-term bonds (maturities >7 years)	0%-25%
Intermediate-term bonds (maturities 3-7 years)	25%-60%
Short-Term bonds (maturities <3 years)	0%-25%
High Yield bonds	0%-10%

Performance Benchmarks:

The performance of the total Plan shall be measured over a three and five-year periods. These periods are considered sufficient to accommodate the market cycles experienced with investments. The performance shall be compared to the return of the total portfolio blended benchmark shown below.

Total Portfolio Blended Benchmark

26.50%	S&P500 Index
5.00%	Russell Mid Cap Index
7.50%	Russell 2000 Index
3.25%	MSCI Emerging Market Index
6.00%	MSCI EAFE Index
1.75%	Wilshire REIT
33.50%	Barclays Capital US Aggregate Index
10.00%	ML 1-3 Year US Corp/Gov't
1.50%	US High Yield Master II
5.00%	Citi 1Mth T-Bill

Asset Class/Style Benchmarks

Over a market cycle, the long-term objective for each investment strategy is to add value to a market benchmark. The following are the benchmarks used to monitor each investment strategy:

Large Cap Equity	S&P 500 Index
Growth	S&P 500 Growth Index
Value	S&P 500 Value Index
Mid Cap Equity	Russell Mid Cap Index
Growth	Russell Mid Cap Growth
Value	Russell Mid Cap Value
Small Cap Equity	Russell 2000 Index
Growth	Russell 2000 Growth
Value	Russell 2000 Value
REITs	Wilshire REIT
International Equity	MSCI EAFE
Investment Grade Bonds	Barclays US Aggregate

Security Selection

Investment Manager may utilize a full range of investment vehicles when constructing the investment portfolio, including but not limited to individual securities, mutual funds, and exchange-traded funds. In addition, to the extent permissible, Investment Manager is authorized to invest in shares of mutual funds in which the Investment Manager serves as advisor or sub-advisor.

Investment Limitations:

The following investment transactions are prohibited:

- Direct investments in precious metals (precious metals mutual funds and exchange-traded funds are permissible).
- Venture Capital
- Short sales*
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions*
- Commodities Transactions Puts, calls, straddles, or other option strategies*
- Purchases of real estate, with the exception of REITs
- Individual high yield or below investment grade rated bonds (high yield will be managed with funds and/or ETF's)
- Derivatives, with exception of ETFs*

**Permissible in diversified mutual funds and exchange-traded funds*

Duties and Responsibilities

Responsibilities of Plan Sponsor

The Investment Advisory Committee of the City of Brea is responsible for: Confirming in writing the accuracy of this Investment Policy Guidelines.

- Advising Trustee and Investment Manager of any change in the plan/account's financial situation, funding status, or cash flows, which could possibly necessitate a change to the account's overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals for the account.

The City Treasurer and Administrative Services Director is responsible for:

- Monitoring and supervising all service vendors and investment options, including investment managers.
- Avoiding prohibited transactions and conflicts of interest.
- Providing quarterly investment reports to the City Council.

Responsibilities of Trustee

The plan Trustee is responsible for:

- Valuing the holdings.
- Collecting all income and dividends owed to the Plan.
- Settling all transactions (buy-sell orders).

Responsibilities of Investment Manager

The Investment Manager is responsible for:

- Assisting the Investment Advisory Committee with the development and maintenance of this Investment Policy Guidelines annually.
- Meeting with Investment Advisory Committee annually to review portfolio structure, holdings, and performance.
- Meeting with City Council annually to review portfolio structure, holdings, and performance.
- Providing quarterly investment reports to the Investment Advisory Committee.

- Designing, recommending and implementing an appropriate asset allocation consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
- Researching and monitoring investment advisers and investment vehicles.
- Purchasing, selling, and reinvesting in securities held in the account.
- Monitoring the performance of all selected assets.
- Voting proxies, if applicable.
- Recommending changes to any of the above.
- Periodically reviewing the suitability of the investments, being available to meet with the committee at least once each year, and being available at such other times within reason at your request.
- Informing the committee if changes occur in personnel that are responsible for portfolio management or research.

Acknowledgement and Acceptance

I/We being the Plan Sponsor with responsibility for the account(s) held on behalf of the Plan Sponsor specified below, designate Investment Manager as having the investment discretion and management responsibility indicated in relation to all assets of the Plan or specified Account. If such designation is set forth in the Plan/trust, I/We hereby confirm such designation as Investment Manager.

I have read the Investment Policy Guidelines, and confirm the accuracy of it, including the terms and conditions under which the assets in this account are to be held, managed, and disposed of by Investment Manager. This Investment Policy Guidelines supersedes all previous versions of an Investment Policy Guidelines or investment objective instructions that may have been executed for this account.

Plan Sponsor: City of Brea Date: _____



Investment Manager: Keith Stribling, CFA, Senior Portfolio Manager, (949) 553-2591 Date: 4/28/2020

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/05/2020

SUBJECT: Budget Adjustments to the City Operating and Capital Improvement Program Budget for Fiscal Year 2019-20

RECOMMENDATION

Adopt the resolutions appropriating funds to adjust the Fiscal Year 2019-20 City Operating and Capital Improvement Program Budgets.

BACKGROUND/DISCUSSION

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of items previously approved by the City Council during the fiscal year, or staff recommended adjustments for City Council consideration. The recommended adjustments to the City Operating Budget are listed in Exhibit A. These adjustments are separated by funding source and the accounts are identified as either revenue or expenditure accounts.

At the February 18, 2020 Council Meeting, representatives from the Avalon Bay Communities presented donations to the Brea Fire Department (\$50,000), the Brea Police Department (\$50,000), and the Brea Senior Center (\$75,000). This total adjustment of \$175,000 will record the donation received and place these amounts in the designated department's budget to be used for specific projects. The Fire Department intends to use its donation for public education and outreach, CPR and AED training for City staff, and an elementary school's fire safety and explorer programs.

In addition to the Avalon Bay donation, the Fire Department received a \$25,000 state grant for public preparedness outreach. Other donations/reimbursements received include: \$4,000 from Bridge Energy which will be used to purchase a drone; \$8,430 from the Carbon Canyon Safe Council for arunda removal and other miscellaneous expenses; and \$3,055 from the Orange County Fire Chiefs' Association for prevention related expenses.

On October 1, 2019, the Community Development Department received approval from the City Council to submit a grant application and receipt of SB 2 Planning Grants Program Funds for the State of California Department of Housing and Community Development. Grant monies received are to be used to update planning documents to accelerate housing production, streamline the approval of housing development, facilitate housing affordability, promote the development of housing, and ensure geographic equity in the distribution and expenditure of allocated funds. On December 30, 2019, the City was notified of a grant award of \$160,000.

The Public Works Department is requesting a budget adjustment of \$85,181 for street light pole replacements from traffic accidents, decorative street light heads, signal pole repairs, and other street related items above what was budgeted. Staff anticipates \$16,000 to be reimbursed from insurance companies for traffic accidents.

Lastly, on December 3, 2019, the City Council authorized the purchase of common stock shares in California Domestic Water Company. The purchase was for 90 shares at \$15,250 per share for a total of \$1,372,500. This acquisition gives the City the right to purchase more water at the lower cost Common Stock Water Rate and lower the City's annual water supply cost. The annual cost savings will offset cost increases in the City's water system operating costs, including the wholesale cost of water.

For Capital Improvement Project #7954 - Civic Center Security System Improvements, staff is requesting the excess project money of \$340,000 to be transferred to the Capital Improvement Project #7955 - Human Resources & Finance Division Office Reconfiguration, also known as the City Space Plan Project. Capital Improvement Project #7955 involves replacing 40 year old workstations on the 3rd floor of the Civic and Cultural Center. As the City continues to navigate through this project, staff is partnering with the design team at People Space to ensure impacted staff will be able to maintain recommended social distances of at least 6 feet within their workspaces. People Space is evaluating the proposed layout and will be recommending solutions to mitigate any challenging areas identified on the floor plan. Solutions may include making minor adjustments to the proposed floor plan, adding additional paneling between staff and high traffic areas, etc. The funding source is the Fixed Asset Replacement Program (182) Fund. Since this is a transfer of funding from one project to another, no additional funding is being requested.

COMMISSION/COMMITTEE RECOMMENDATION

The FY 2019-20 budget adjustments were reviewed by the Finance Committee on April 28, 2020 and were recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The City Operating Budget adjustments for the General Fund (110) in Exhibit A, resulted in an increase in revenues of \$391,700 and an increase in expenditures of \$460,881, for a net General Fund increase in expenditures of \$69,181. The City Operating Budget adjustments for all funds resulted in an increase in revenues of \$391,700 and an increase in expenditures of \$1,877,633 for a net increase in expenditures of \$1,485,933.

The Capital Improvement Program Budget adjustment is a change in funding from one capital project to another with no request for additional funding.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Faith Madrazo, Revenue and Budget Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution - City

Resolution - CIP

RESOLUTION NO. 2020-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE CITY OPERATING BUDGET FOR FY 2019-20 AS AMENDED

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that the City Operating Budget for FY 2019-20, Resolution No. 2019-042, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

APPROVED AND ADOPTED this 5th day of May, 2020.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 5th day of May, 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2020-030
May 5, 2020

City of Brea

BUDGET ADJUSTMENTS
FY 2019-20 OPERATING BUDGET

May 5, 2020

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>GENERAL FUND (110)</u>					
<u>Police Services</u>					
3746 (REV)	Contributions-Police Equipment	0	50,000	50,000	Donation from Avalon Bay presented to the Police Department at the February 18, 2020 Council Meeting
2111 (EXP)	Administration	1,783,172	1,833,172	50,000	
<u>Fire Services</u>					
3549 (REV)	State Grants - Other	387,628	412,628	25,000	State grant for preparedness outreach for the public
2213 (EXP)	Emergency Preparedness	164,762	189,762	25,000	
3745 (REV)	Contributions-Fire Equipment	0	50,000	50,000	Donation from Avalon Bay presented to the Fire Department at the February 18, 2020 Council Meeting
2221 (EXP)	Fire Operations	5,418,281	5,468,281	50,000	
3745 (REV)	Contributions-Fire Equipment	50,000	54,000	4,000	Donation from Bridge Energy. Donation to be applied toward the purchased of a drone for the Fire Department
2221 (EXP)	Fire Operations	5,468,281	5,472,281	4,000	
3729 (REV)	Refunds/Recovery-Other	240,200	248,630	8,430	Reimbursement from the Carbon Canyon Safe Council for Arunda Removal and other miscellaneous expenses.
2231 (EXP)	Fire Prevention	975,566	983,996	8,430	
3745 (REV)	Contributions-Fire Equipment	54,000	57,055	3,055	Donation from the Orange County Fire Chiefs' Association for Prevention related expenses
2231 (EXP)	Fire Prevention	983,996	987,051	3,055	
<u>Community Development</u>					
3749 (REV)	State Grants - Other	412,628	572,628	160,000	SB 2 Planning Grants Program Funds from the State of California Department of Housing and Community Development. Application was approved by City Council on October 19, 2019
3231 (EXP)	Planning	1,003,284	1,163,284	160,000	
<u>Community Services</u>					

Account Number		Current Budget	Revised Budget	Funding Required	Description
3749 (REV)	Contributions- Other	30,135	30,350	215	Donations to Olinda Oil Museum & Trail
4311 (EXP)	Administration	810,404	810,619	215	
3744 (REV)	Contributions-Fire Equipment	17,000	92,000	75,000	Donation from Avalon Bay presented to the Senior Center at the February 18, 2020 Council Meeting
4521 (EXP)	Senior Center	747,846	822,846	75,000	
<u>Public Works</u>					
3723 (REV)		30,500	46,500	16,000	Anticipated revenue from reimbursement of traffic accidents
					Street light pole replacements from traffic accidents, decorative street light heads, signal pole repairs, signal heads painted, speed feedback sign replacement, asphalt sink hole repairs and intersection asphalt pushing repair.
5121 (EXP)	Street Maintenance	1,104,263	1,189,444	85,181	
Change in Fund Revenues				391,700	
Change in Fund Expenditures				460,881	
Net Increase in Fund Expenditures				69,181	

LANDSCAPING & LIGHTING MAINTENANCE DISTRICT FUND (346)

5112 (EXP)	Maintenance District	209,061	229,061	20,000	Tree removals north of Canyon Country, tree removals and planting above Stone Canyon and response to additional resident requests in the District.
Increase in Fund Expenditure				20,000	

WATER UTILITY FUND (420)

5131 (EXP)	Water Operations	45,900,209	47,272,709	1,372,500	Purchase of 90 shares of common stock @ \$15,250 per share from CalDomestic approved by City Council on December 3, 2019
Increase in Fund Expenditures				1,372,500	

BUILDING OCCUPANCY FUND (490)

5151 (EXP)	Building Maintenance	2,644,226	2,668,478	24,252	Emergency Elevator Repair for the circular elevator at Civic & Cultural Center
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Account Number	Current Budget	Revised Budget	Funding Required	Description
			24,252	Increase in Fund Expenditure
			391,700	TOTAL OF FUNDS CHANGE IN REVENUE
			1,877,633	TOTAL OF FUNDS CHANGE IN EXPENDITURES
			1,485,933	TOTAL NET FUND INCREASE IN EXPENDITURES

RESOLUTION NO. 2020-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING FISCAL YEAR 2019-20 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATING ADDITIONAL FUNDS

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2019-20 of the Capital Improvement Program Budget, Resolution No. 2019-043, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

APPROVED AND ADOPTED this 5th day of May, 2020.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

RESO NO. 2020-031
May 5, 2020

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 5th day of May, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2020-031
May 5, 2020

City of Brea

QUARTERLY BUDGET ADJUSTMENTS
FY 2019-20 CAPITAL IMPROVEMENT PROGRAM BUDGET

May 5, 2020

Account Number			Current Budget	Revised Budget	Funding Required	Description
3985	(REV)	Transfers-in from Fund 182	591,494	251,494	(340,000)	Transfer funding from the Fixed Asset Replacement Program (182) Fund from CIP #7954 to #7955
		Civic Center Security System				
7954	(EXP)	Improvements	491,494	151,494	(340,000)	
					-	
3985	(REV)	Transfers-in from Fund 182	495,000	835,000	340,000	Transfer funding from the Fixed Asset Replacement Program (182) Fund from CIP #7954 to #7955
		Human Resources & Finance Division Office Reconfiguration (also known as the City Space				
		Plan Project)				
7955	(EXP)		495,000	835,000	340,000	
					-	

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 05/05/2020
SUBJECT: City Disbursement Registers for April 24 and May 1, 2020

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Attachments

04-24-2020 City Disbursement Register
05-01-2020 City Disbursement Register

City Disbursement Register

Between Apr 20, 2020 12:00 AM and Apr 24, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183756	AMERICAN PLANNING ASSOCIATION	04/24/2020	10147	110323212	APA, CHAPT/CAL MEMB	\$507.00
AMERICAN PLANNING ASSOCIATION					Total Check Amount:	\$507.00
183757	AMERON POLE PRODUCTS, LLC	04/24/2020	26799	110515121	17' ST LGHT POLES (9)	\$4,965.28
AMERON POLE PRODUCTS, LLC					Total Check Amount:	\$4,965.28
183758	ASBURY ENVIRONMENTAL SERVICES	04/24/2020	9144	480515161	OIL FILTERS DISPOSAL	\$55.00
ASBURY ENVIRONMENTAL SERVICES					Total Check Amount:	\$55.00
183759	BANDERA ESTATES PARTNERSHIP	04/24/2020	29390	270323218	SENIOR SUBSIDY MAY20	\$508.00
BANDERA ESTATES PARTNERSHIP					Total Check Amount:	\$508.00
183760	SEYMOUR & ESTHER BANE	04/24/2020	22695	110	REFUND DUE TO COVID19	\$56.00
SEYMOUR & ESTHER BANE					Total Check Amount:	\$56.00
183761	BREA MALL	04/24/2020	14558	110515121	RING ROAD MAINTENANCE	\$357.80
BREA MALL					Total Check Amount:	\$357.80
183762	BROOKDALE BREA	04/24/2020	29391	270323218	SENIOR SUBSIDY MAY20	\$254.00
BROOKDALE BREA					Total Check Amount:	\$254.00
183763	CHARLES TAN & ASSOCIATES, INC.	04/24/2020	26706	110000000	PLAN REVIEW THRU 4/6	\$10,200.00
		04/24/2020	26706	110323241	PLAN REVIEW THRU 4/6	\$375.00
CHARLES TAN & ASSOCIATES, INC.					Total Check Amount:	\$10,575.00
183764	COUNTY OF ORANGE	04/24/2020	4799	110212122	PRKNG CITATIONS FEB20	\$3,464.50
COUNTY OF ORANGE					Total Check Amount:	\$3,464.50
183765	CPSI - PROPERTY SPECIALISTS, INC.	04/24/2020	26951	510707470	BOOSTER PUMP #3 MAR20	\$8,688.68
CPSI - PROPERTY SPECIALISTS, INC.					Total Check Amount:	\$8,688.68
183766	DELTA DENTAL INSURANCE COMPANY	04/24/2020	26074	110	05-5103125 DENTAL APR	\$1,948.10
DELTA DENTAL INSURANCE COMPANY					Total Check Amount:	\$1,948.10
183767	SOUTHERN CALIFORNIA EDISON	04/24/2020	3343	110515121	ELECTRICITY MAR-APR20	\$2,508.25
		04/24/2020	3343	110515143	ELECTRICITY MAR-APR20	\$22.18
		04/24/2020	3343	110515148	ELECTRICITY MAR-APR20	\$75.31
		04/24/2020	3343	361515148	ELECTRICITY MAR-APR20	\$22.94
		04/24/2020	3343	490515151	ELECTRICITY MAR-APR20	\$18,467.07
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$21,095.75
183768	FRONTIER COMMUNICATIONS	04/24/2020	26183	475141471	5621820146 0316-0415	\$44.73
FRONTIER COMMUNICATIONS					Total Check Amount:	\$44.73
183769	FRONTIER COMMUNICATIONS	04/24/2020	26183	475141471	5621821023 4/7-5/6	\$62.36
FRONTIER COMMUNICATIONS					Total Check Amount:	\$62.36
183770	THE GAS COMPANY	04/24/2020	3749	490515151	GAS MAR-APR20	\$3,886.81
THE GAS COMPANY					Total Check Amount:	\$3,886.81
183771	GOUVIS ENGINEERING CONSULTING GROUP	04/24/2020	27960	510707944	SR CTR KTCHEN REDESGN	\$782.50
GOUVIS ENGINEERING CONSULTING GROUP					Total Check Amount:	\$782.50

City Disbursement Register

Between Apr 20, 2020 12:00 AM and Apr 24, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183772	HERITAGE PLAZA	04/24/2020	29392	270323218	SENIOR SUBSIDY MAY20	\$254.00
HERITAGE PLAZA					Total Check Amount:	\$254.00
183773	HOLLYDALE MOBILE ESTATES	04/24/2020	29393	270323218	SENIOR SUBSIDY MAY20	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
183774	INTELESYSONE, INC.	04/24/2020	28212	911141471	PHONE I.T. SVCS 3/17	\$140.00
		04/24/2020	28212	911141471	PHONE I.T. SVCS 4/3	\$99.00
INTELESYSONE, INC.					Total Check Amount:	\$239.00
183775	INTELLI-TECH	04/24/2020	8774	110212121	HP MONITORS	\$777.87
		04/24/2020	8774	475141471	HP MONITORS	\$777.87
INTELLI-TECH					Total Check Amount:	\$1,555.74
183776	LAKE PARK BREA LP	04/24/2020	5289	270323218	SENIOR SUBSIDY MAY20	\$1,270.00
LAKE PARK BREA LP					Total Check Amount:	\$1,270.00
183777	LANGUAGE LINE SERVICES	04/24/2020	19704	110212133	OTP INTERPRETATIONS	\$29.14
LANGUAGE LINE SERVICES					Total Check Amount:	\$29.14
183778	TONOCCUS MCCLAIN	04/24/2020	29146	110	SHOW PAYOUT /COVID19	\$455.00
TONOCCUS MCCLAIN					Total Check Amount:	\$455.00
183779	ORANGE COUNTY WINWATER WORKS	04/24/2020	28030	420515131	PLUMBING SUPPLIES	\$2,103.35
ORANGE COUNTY WINWATER WORKS					Total Check Amount:	\$2,103.35
183780	ORANGE VILLA SENIOR APARTMENTS	04/24/2020	29394	270323218	SENIOR SUBSIDY MAY20	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
183781	RAIN FOR RENT	04/24/2020	29596	420515131	HOSES/RAMPS RENTAL	\$361.65
RAIN FOR RENT					Total Check Amount:	\$361.65
183782	ANDREA LUNA REECE	04/24/2020	28357	110404541	ARTGALLERY CONS SALES	\$27.90
ANDREA LUNA REECE					Total Check Amount:	\$27.90
183783	THE STANDARD INSURANCE COMPANY	04/24/2020	15689	110	643015 LIFE INS APR20	\$3,865.55
THE STANDARD INSURANCE COMPANY					Total Check Amount:	\$3,865.55
183784	THE STANDARD INSURANCE COMPANY	04/24/2020	27270	110	643015 OPT INS APR20	\$1,751.30
THE STANDARD INSURANCE COMPANY					Total Check Amount:	\$1,751.30
183785	UNITED PARCEL SERVICE	04/24/2020	3174	110141441	SHIPPING CHGS FEB/MAR	\$139.81
		04/24/2020	3174	110141441	SHIPPING CHGS MAR/APR	\$27.28
UNITED PARCEL SERVICE					Total Check Amount:	\$167.09
183786	VERIZON WIRELESS	04/24/2020	21122	110212121	9851779289 3/4/-4/3	\$54.11
VERIZON WIRELESS					Total Check Amount:	\$54.11
183787	VERIZON WIRELESS	04/24/2020	21122	420515131	9851338864 0227-0326	\$38.09
VERIZON WIRELESS					Total Check Amount:	\$38.09
183788	VETERINARY PET INS. CO.	04/24/2020	20975	110	4436 PET INS MAR 2020	\$708.74
VETERINARY PET INS. CO.					Total Check Amount:	\$708.74
183789	VINTAGE CANYON SENIOR APARTMENTS	04/24/2020	29395	270323218	SENIOR SUBSIDY MAY20	\$1,016.00

City Disbursement Register

Between Apr 20, 2020 12:00 AM and Apr 24, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
VINTAGE CANYON SENIOR APARTMENTS					Total Check Amount:	\$1,016.00
183790	XEROX CORPORATION	04/24/2020	3349	110141441	BLACK CPR/PRNTR MAR20	\$493.54
		04/24/2020	3349	110141441	HI PERF COLOR CPR MAR	\$220.27
		04/24/2020	3349	110141441	TRM/FOLDR SW MNT MAR	\$116.00
		04/24/2020	3349	110141441	UDIRECTS MNT MAR20	\$113.40
XEROX CORPORATION					Total Check Amount:	\$943.21
Check Subtotal						\$72,599.38
V41266	THE ADVANTAGE GROUP	04/24/2020	24539	110141481	FLEX ADM FEE MAR 2020	\$360.50
THE ADVANTAGE GROUP					Total Check Amount:	\$360.50
V41267	AFLAC-ACCOUNT #EZA73	04/24/2020	22923	110	ACC/CANCER INS MAR20	\$4,464.72
AFLAC-ACCOUNT #EZA73					Total Check Amount:	\$4,464.72
V41268	ALTA LANGUAGE SERVICES, INC	04/24/2020	25953	110141481	LISTEN/SPEAK TEST (3)	\$165.00
ALTA LANGUAGE SERVICES, INC					Total Check Amount:	\$165.00
V41269	BOTACH TACTICAL	04/24/2020	5214	110212131	LITHIUM BATTERIES	\$603.18
BOTACH TACTICAL					Total Check Amount:	\$603.18
V41270	BREA AUTO BODY, INC.	04/24/2020	27982	911515142	SANITZE CITY VEHICLES	\$25,250.00
BREA AUTO BODY, INC.					Total Check Amount:	\$25,250.00
V41271	BREA DISPOSAL, INC	04/24/2020	3330	440515122	REFUSE COLLECTN MAR20	\$172,750.30
BREA DISPOSAL, INC					Total Check Amount:	\$172,750.30
V41272	BREA TOWING	04/24/2020	16399	110212121	2002-0555 TOW 2/8	\$1,013.50
		04/24/2020	16399	110212121	2003-0883 TOW 3/13	\$1,245.00
BREA TOWING					Total Check Amount:	\$2,258.50
V41273	BYRNE SOFTWARE TECHNOLOGIES, INC.	04/24/2020	27471	110323241	ACCELA IMPL 3/28-4/3	\$110.00
BYRNE SOFTWARE TECHNOLOGIES, INC.					Total Check Amount:	\$110.00
V41274	CHANDLER ASSET MANAGEMENT, INC.	04/24/2020	4375	110000000	INV MGMT SVCS MAR20	\$18.57
		04/24/2020	4375	875000000	INV MGMT SVCS MAR20	\$46.76
		04/24/2020	4375	930000000	INV MGMT SVCS MAR20	\$5,964.40
CHANDLER ASSET MANAGEMENT, INC.					Total Check Amount:	\$6,029.73
V41275	NANCY CHIU	04/24/2020	26344	110404541	ARTGALLERY CONS SALES	\$37.87
NANCY CHIU					Total Check Amount:	\$37.87
V41276	CLINICAL LABORATORY OF	04/24/2020	3390	420515131	WATER SAMPLING MAR20	\$1,296.00
CLINICAL LABORATORY OF					Total Check Amount:	\$1,296.00
V41277	COMLOCK SECURITY-GROUP	04/24/2020	13625	490515151	KEYS	\$56.59
COMLOCK SECURITY-GROUP					Total Check Amount:	\$56.59
V41278	CORELOGIC	04/24/2020	25542	280323215	REAL EST LISTNG MAR20	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
V41279	DAVID EVANS AND ASSOCIATES, INC.	04/24/2020	20981	110515148	TRACKS IRRIG DESIGN	\$1,950.00

City Disbursement Register

Between Apr 20, 2020 12:00 AM and Apr 24, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
DAVID EVANS AND ASSOCIATES, INC.					Total Check Amount:	\$1,950.00
V41280	DELTA DENTAL PLAN OF CALIFORNIA	04/24/2020	3411	110	05-04253 DENTAL APR20	\$18,006.87
DELTA DENTAL PLAN OF CALIFORNIA					Total Check Amount:	\$18,006.87
V41281	AMANDA DIAZ DBA PANACHE	04/24/2020	27402	110404541	ARTGALLERY CONS SALES	\$385.70
AMANDA DIAZ DBA PANACHE					Total Check Amount:	\$385.70
V41282	EQUIPMENT DIRECT INC	04/24/2020	4522	110515141	SAFETY GEAR	\$146.23
		04/24/2020	4522	110515143	SAFETY GEAR	\$46.31
		04/24/2020	4522	110515144	SAFETY GEAR	\$67.62
EQUIPMENT DIRECT INC					Total Check Amount:	\$260.16
V41283	ERIN VAUGHAN ILLUSTRATION	04/24/2020	26610	110404541	ARTGALLERY CONS SALES	\$44.10
ERIN VAUGHAN ILLUSTRATION					Total Check Amount:	\$44.10
V41284	EXTERMINETICS OF SO CALIF INC	04/24/2020	3298	110515125	PEST CONTROL MAR 2020	\$384.00
		04/24/2020	3298	110515141	PEST CONTROL MAR 2020	\$180.00
		04/24/2020	3298	420515131	PEST CONTROL MAR 2020	\$100.00
		04/24/2020	3298	490515151	PEST CONTROL MAR 2020	\$1,210.00
EXTERMINETICS OF SO CALIF INC					Total Check Amount:	\$1,874.00
V41285	FACTORY MOTOR PARTS COMPANY	04/24/2020	3504	480515161	FIRE TRUCK BATTERIES	\$559.86
		04/24/2020	3504	480515161	FIRE TRUCK BATTERY	\$111.97
		04/24/2020	3504	480515161	MOTOR OIL/CLEANERS	\$65.64
		04/24/2020	3504	911515161	VEHICLE CABIN FILTERS	\$136.22
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$873.69
V41286	FIDELITY SECURITY LIFE INSURANCE	04/24/2020	23035	110	9827288 VISION APR20	\$2,706.15
		04/24/2020	23035	110	9827288 VISION MAR20	\$2,500.68
FIDELITY SECURITY LIFE INSURANCE					Total Check Amount:	\$5,206.83
V41287	FILARSKY & WATT LLP	04/24/2020	2043	110141481	PROF SVCS FEB/MAR20	\$18,870.00
FILARSKY & WATT LLP					Total Check Amount:	\$18,870.00
V41288	GENERAL PUMP COMPANY	04/24/2020	16281	510707442	REMOVE PUMP	\$2,103.75
GENERAL PUMP COMPANY					Total Check Amount:	\$2,103.75
V41289	GREGORY HARRIS	04/24/2020	27183	110	REFUND DUE TO COVID19	\$42.18
GREGORY HARRIS					Total Check Amount:	\$42.18
V41290	HACE INC.	04/24/2020	27807	510707944	SR CTR KITCHEN RENO	\$1,500.00
HACE INC.					Total Check Amount:	\$1,500.00
V41291	IMPERIAL SPRINKLER SUPPLY	04/24/2020	24260	110515143	IRRIGATION PARTS	\$22.63
		04/24/2020	24260	110515144	IRRIGATION PARTS	\$107.46
		04/24/2020	24260	360515147	IRRIGATION PARTS	\$85.87
IMPERIAL SPRINKLER SUPPLY					Total Check Amount:	\$215.96
V41292	K PRO STONE CARE	04/24/2020	20535	110404211	BCC GRANITE CLEANING	\$4,250.00
K PRO STONE CARE					Total Check Amount:	\$4,250.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41293	JULIE H. LEE	04/24/2020	29028	110404523	COUNSELING SVCS MAR20	\$2,135.00
JULIE H. LEE					Total Check Amount:	\$2,135.00
V41294	MARION LEE	04/24/2020	29317	110404541	ARTGALLERY CONS SALES	\$184.84
MARION LEE					Total Check Amount:	\$184.84
V41295	CHRISTINA LEONETTE	04/24/2020	28711	110404541	ARTGALLERY CONS SALES	\$149.71
CHRISTINA LEONETTE					Total Check Amount:	\$149.71
V41296	SUSAN MARTIN	04/24/2020	23655	110404523	COUNSELING SVCS MAR20	\$2,360.00
SUSAN MARTIN					Total Check Amount:	\$2,360.00
V41297	PAMELA MASICK	04/24/2020	28359	110404541	ARTGALLERY CONS SALES	\$203.23
PAMELA MASICK					Total Check Amount:	\$203.23
V41298	TAWNY MCCANN	04/24/2020	27895	110404541	ARTGALLERY CONS SALES	\$117.60
TAWNY MCCANN					Total Check Amount:	\$117.60
V41299	THEA MERRITT	04/24/2020	29316	110404541	ARTGALLERY CONS SALES	\$106.08
THEA MERRITT					Total Check Amount:	\$106.08
V41300	AVESHA MICHAEL	04/24/2020	28088	110404541	ARTGALLERY CONS SALES	\$102.20
AVESHA MICHAEL					Total Check Amount:	\$102.20
V41301	EVE MARIE MOBLEY	04/24/2020	28356	110404541	ARTGALLERY CONS SALES	\$20.06
EVE MARIE MOBLEY					Total Check Amount:	\$20.06
V41302	NORDIC FOX DESIGN CO., LLC	04/24/2020	28087	110404541	ARTGALLERY CONS SALES	\$182.50
NORDIC FOX DESIGN CO., LLC					Total Check Amount:	\$182.50
V41303	PACIFIC TELEMAGEMENT SERVICES	04/24/2020	19696	475141471	7147920398 APR 2020	\$75.00
PACIFIC TELEMAGEMENT SERVICES					Total Check Amount:	\$75.00
V41304	SCARLET PEÑALOZA	04/24/2020	27890	110404541	ARTGALLERY CONS SALES	\$200.20
SCARLET PEÑALOZA					Total Check Amount:	\$200.20
V41305	PLACEWORKS, INC.	04/24/2020	26720	110000000	MERCURY EIR MAR 2020	\$54.83
PLACEWORKS, INC.					Total Check Amount:	\$54.83
V41306	PRINT & FINISHING SOLUTIONS	04/24/2020	21135	110141441	PAPERKNIFE SHARPENING	\$40.00
PRINT & FINISHING SOLUTIONS					Total Check Amount:	\$40.00
V41307	RICHARDS, WATSON & GERSHON	04/24/2020	8978	110111112	0001 GEN LGL SVCS FEB	\$11,670.63
		04/24/2020	8978	110111112	0174 K-BOSM CH FEB20	\$1,287.00
		04/24/2020	8978	110111112	0183 R. CLARK FEB20	\$10,313.82
		04/24/2020	8978	110111112	0184 BREA VAPE FEB20	\$5,701.74
		04/24/2020	8978	110111112	9999 GEN LGL SVCS FEB	\$31,276.00
		04/24/2020	8978	410515132	0162 SA MS4 PERMT FEB	\$306.00
		04/24/2020	8978	510707251	0145 57/LAMBERT FEB20	\$161.00
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$60,716.19
V41308	MONICA RINCON	04/24/2020	27401	110404541	ARTGALLERY CONS SALES	\$262.50
MONICA RINCON					Total Check Amount:	\$262.50

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41309	RUST AND ROZE	04/24/2020	28714	110404541	ARTGALLERY CONS SALES	\$71.00
RUST AND ROZE					Total Check Amount:	\$71.00
V41310	SC FUELS	04/24/2020	16654	480515161	CLR DIESEL 1095.9 GAL	\$2,291.88
		04/24/2020	16654	480515161	REG UNL CARD 3972 GAL	\$6,508.80
SC FUELS					Total Check Amount:	\$8,800.68
V41311	ROBERT SCHULTZ	04/24/2020	28354	110404541	ARTGALLERY CONS SALES	\$79.88
ROBERT SCHULTZ					Total Check Amount:	\$79.88
V41312	SITEONE LANDSCAPE SUPPLY, LLC	04/24/2020	25942	110515144	PVC PARTS	\$126.02
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$126.02
V41313	AIMEE SONES	04/24/2020	24801	110404541	ARTGALLERY CONS SALES	\$107.01
AIMEE SONES					Total Check Amount:	\$107.01
V41314	SUPERIOR ALARM SYSTEMS	04/24/2020	11074	110404211	BCC ALARM APR-JUN20	\$210.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$210.00
V41315	JACKIE TEMPLIN	04/24/2020	24802	110404541	ARTGALLERY CONS SALES	\$38.50
JACKIE TEMPLIN					Total Check Amount:	\$38.50
V41316	TERRY'S TESTING, INC.	04/24/2020	9217	110515125	BACKFLOW TESTING	\$140.00
		04/24/2020	9217	110515141	BACKFLOW TESTING	\$455.00
		04/24/2020	9217	110515143	BACKFLOW TESTING	\$700.00
		04/24/2020	9217	110515148	BACKFLOW TESTING	\$35.00
		04/24/2020	9217	430515123	BACKFLOW TESTING	\$35.00
		04/24/2020	9217	880515113	BACKFLOW TESTING	\$70.00
TERRY'S TESTING, INC.					Total Check Amount:	\$1,435.00
V41317	TRANS UNION LLC	04/24/2020	8371	110141481	HR SVCS 2/26-3/25	\$84.18
TRANS UNION LLC					Total Check Amount:	\$84.18
V41318	TURBO DATA SYSTEMS, INC.	04/24/2020	1472	110212122	CITATION PROC MAR20	\$799.67
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$799.67
V41319	JORDAN TYSON	04/24/2020	27893	110404541	ARTGALLERY CONS SALES	\$94.50
JORDAN TYSON					Total Check Amount:	\$94.50
V41320	UNDERGROUND SERVICE ALERT/SC	04/24/2020	4537	420515131	DSB FEE 4/1/2020	\$90.78
		04/24/2020	4537	420515131	UNDRGRND TICKETS MAR20	\$146.95
UNDERGROUND SERVICE ALERT/SC					Total Check Amount:	\$237.73
V41321	UNICORN CRAFTS	04/24/2020	27894	110404541	ARTGALLERY CONS SALES	\$173.40
UNICORN CRAFTS					Total Check Amount:	\$173.40
V41322	VERITIV OPERATING COMPANY	04/24/2020	26025	110141441	PAPER	\$2,688.05
VERITIV OPERATING COMPANY					Total Check Amount:	\$2,688.05
V41323	VISTA PAINT CORPORATION	04/24/2020	4573	490515151	PAINT	\$520.25
VISTA PAINT CORPORATION					Total Check Amount:	\$520.25

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41324	WEST COAST ARBORISTS, INC.	04/24/2020	1556	110515125	TREE TRIM 3/16-3/31	\$3,881.84
		04/24/2020	1556	110515125	TREE TRIM/REM 3/1-15	\$1,082.70
		04/24/2020	1556	110515142	STUMP REM 2/16-2/29	\$110.88
		04/24/2020	1556	110515142	TREE TRIM 3/16-3/31	\$11,363.58
		04/24/2020	1556	110515142	TREE TRIM/REM 3/1-15	\$9,333.95
		04/24/2020	1556	346515112	TREE PLANTING 1/16-31	\$5,070.00
		04/24/2020	1556	346515112	TREE TRIM/REM 1/1-15	\$4,841.08
		04/24/2020	1556	880515113	TREE TRIM 3/16-3/31	\$866.46
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$36,550.49
V41325	STACY LEE WONG	04/24/2020	28091	110404541	ARTGALLERY CONS SALES	\$52.19
STACY LEE WONG					Total Check Amount:	\$52.19
V41326	SARA WOODWARD	04/24/2020	26083	110212122	MAR 2020 MILEAGE	\$61.30
SARA WOODWARD					Total Check Amount:	\$61.30
V41327	ZERO WASTE USA INC/MUTT MITT	04/24/2020	22125	343515112	DOG WASTE BAGS	\$583.16
ZERO WASTE USA INC/MUTT MITT					Total Check Amount:	\$583.16
Voucher Subtotal						\$388,773.58
W20004	MUFG UNION BANK	04/20/2020	29234	950	LAIF CONTRIBUTION	\$173,000.00
		04/20/2020	29234	951	LAIF CONTRIBUTION	\$148,000.00
MUFG UNION BANK					Total Check Amount:	\$321,000.00
Wire Subtotal						\$321,000.00
TOTAL						\$782,372.96

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183791	AKM CONSULTING ENGINEERS	05/01/2020	10006	110000000	BREAMALL SWR ANALYSIS	\$7,179.00
		05/01/2020	10006	110000000	MADISON SEWER STUDY	\$876.00
AKM CONSULTING ENGINEERS					Total Check Amount:	\$8,055.00
183792	AVENU INSIGHTS & ANALYTICS, LLC	05/01/2020	29396	110141424	PROP LINK 2020 Q1	\$1,750.00
AVENU INSIGHTS & ANALYTICS, LLC					Total Check Amount:	\$1,750.00
183793	BKF ENGINEERS	05/01/2020	29410	510707322	C.HILLS ST REHAB 3/29	\$15,442.75
BKF ENGINEERS					Total Check Amount:	\$15,442.75
183794	BREA OLINDA UNIFIED SCHOOL DISTRICT	05/01/2020	1970	110000000	DEVELOPER FEE REFUND	\$1,619.15
BREA OLINDA UNIFIED SCHOOL DISTRICT					Total Check Amount:	\$1,619.15
183795	CIVILTEC ENGINEERING INC.	05/01/2020	2581	510707453	WTRMN REPL STEELE DR	\$3,879.00
		05/01/2020	2581	510707457	WTRMN REPL PLSNTHILLS	\$4,391.06
		05/01/2020	2581	510707459	WTRMN REPL N HILLS W	\$590.00
		05/01/2020	2581	510707459	WTRMN REPL N HILLS E	\$162.50
CIVILTEC ENGINEERING INC.					Total Check Amount:	\$9,022.56
183796	COLLIERS REAL ESTATE MGMT SERVICES	05/01/2020	27289	110000000	DEVELOPER FEE REFUND	\$1,788.50
COLLIERS REAL ESTATE MGMT SERVICES					Total Check Amount:	\$1,788.50
183797	COUNTY OF ORANGE	05/01/2020	4799	110212122	PRKNG CITATIONS MAR20	\$3,718.00
COUNTY OF ORANGE					Total Check Amount:	\$3,718.00
183798	COUNTY OF ORANGE	05/01/2020	4799	172212133	COMM CHGS BR1 MAR20	\$44.00
COUNTY OF ORANGE					Total Check Amount:	\$44.00
183799	SOUTHERN CALIFORNIA EDISON	05/01/2020	3343	110515121	ELECTRICITY MAR-APR20	\$3,682.93
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$3,682.93
183800	EMERGENCY POWER CONTROLS	05/01/2020	12002	480515161	CCC EMERG GEN REPAIR	\$2,872.20
EMERGENCY POWER CONTROLS					Total Check Amount:	\$2,872.20
183801	FRANCHISE TAX BOARD	05/01/2020	13287	110	CD918039819 042420 PR	\$86.88
FRANCHISE TAX BOARD					Total Check Amount:	\$86.88
183802	THE GAS COMPANY	05/01/2020	3749	490515151	GAS 3/20-4/20/2020	\$172.03
THE GAS COMPANY					Total Check Amount:	\$172.03
183803	WILLIAM GELLMAN	05/01/2020	16835	110000000	DEVELOPER FEE REFUND	\$284.00
WILLIAM GELLMAN					Total Check Amount:	\$284.00
183804	H.P. COMMUNICATIONS INC	05/01/2020	23119	110000000	DEVELOPER FEE REFUND	\$2,000.00
H.P. COMMUNICATIONS INC					Total Check Amount:	\$2,000.00
183805	HADRONEX INC.	05/01/2020	29478	430515123	TELEMETRY SYSTEM	\$5,300.84
HADRONEX INC.					Total Check Amount:	\$5,300.84
183806	HF&H CONSULTANTS, LLC	05/01/2020	27542	440515122	PROF SVCS FEB 2020	\$1,199.00
		05/01/2020	27542	440515122	PROF SVCS MAR 2020	\$741.95
HF&H CONSULTANTS, LLC					Total Check Amount:	\$1,940.95

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183807	HINES INTEREST LIMITED PARTNERSHIP	05/01/2020	25689	110000000	DEVELOPER FEE REFUND	\$118.00
HINES INTEREST LIMITED PARTNERSHIP					Total Check Amount:	\$118.00
183808	KABBARA ENGINEERING	05/01/2020	23694	510707467	WTRMN REPL EAGLEHILLS	\$3,200.00
KABBARA ENGINEERING					Total Check Amount:	\$3,200.00
183809	THE KNOT WORLDWIDE INC.	05/01/2020	29598	110404154	ADS INVUSD590791298	\$3,360.00
THE KNOT WORLDWIDE INC.					Total Check Amount:	\$3,360.00
183810	LAW OFFICES OF JONES & MAYER	05/01/2020	12144	110111112	LEGAL:CODE ENF MAR20	\$1,057.75
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$1,057.75
183811	LIFE-ASSIST, INC.	05/01/2020	10530	174222222	PM SUPPLIES FS1	\$393.37
		05/01/2020	10530	174222222	PM SUPPLIES FS3	\$704.69
		05/01/2020	10530	174222222	PM SUPPLIES FS4	\$166.61
		LIFE-ASSIST, INC.				
183812	LPA, INC.	05/01/2020	15746	110404311	CS NEEDS ASSMNT DEC19	\$571.67
LPA, INC.					Total Check Amount:	\$571.67
183813	DON MCBRIDE	05/01/2020	18753	110000000	DEVELOPER FEE REFUND	\$1,100.00
DON MCBRIDE					Total Check Amount:	\$1,100.00
183814	PETE & MARILYN MITTELSTADT	05/01/2020	29586	110	THTR REFUND/COVID19	\$52.00
PETE & MARILYN MITTELSTADT					Total Check Amount:	\$52.00
183815	NATIONWIDE	05/01/2020	26819	110212131	INS:JARVIS 6/20-6/21	\$798.87
NATIONWIDE					Total Check Amount:	\$798.87
183816	OFFICE DEPOT, INC	05/01/2020	4743	110141411	OPFFICE SUPPLIES	\$60.73
		05/01/2020	4743	110141411	TONER	\$47.94
		05/01/2020	4743	110222211	OFFICE SUPPLIES	\$90.15
		05/01/2020	4743	110404521	OFFICE SUPPLIES	\$15.82
		05/01/2020	4743	490515151	RETURN:#448521808001	(\$204.71)
		05/01/2020	4743	911212111	COVID/SANITIZERS	\$44.54
		05/01/2020	4743	911212133	KEYBOARDS	\$144.60
OFFICE DEPOT, INC					Total Check Amount:	\$199.07
183817	OUT-FIT, A CALIFORNIA CORPORATION	05/01/2020	25305	181404250	ELLIPTICALS (2)	\$11,736.98
OUT-FIT, A CALIFORNIA CORPORATION					Total Check Amount:	\$11,736.98
183818	PLUMBING WHOLESALE OUTLET, INC.	05/01/2020	18392	110515141	RR VALVE	\$126.07
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$126.07
183819	PREMIER MAIL MARKETING	05/01/2020	26193	420515131	2020 WTR QUALITY RPRT	\$3,687.94
PREMIER MAIL MARKETING					Total Check Amount:	\$3,687.94
183820	THE REALTY ASSOCIATES FUND X, LP	05/01/2020	24742	110000000	DEVELOPER FEE REFUND	\$1,592.37
THE REALTY ASSOCIATES FUND X, LP					Total Check Amount:	\$1,592.37
183821	REGAL ENTERTAINMENT GROUP	05/01/2020	25151	110000000	DEVELOPER FEE REFUND	\$1,052.23

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
REGAL ENTERTAINMENT GROUP					Total Check Amount:	\$1,052.23
183822	RENNE SLOAN HOTLZMAN SAKAI, LLP	05/01/2020	27580	110141481	PROF LEGAL SVCS MAR20	\$220.50
		05/01/2020	27580	110141481	PROF LGL SVCS:GEN MAR	\$136.00
RENNE SLOAN HOTLZMAN SAKAI, LLP					Total Check Amount:	\$356.50
183823	SHAW HR CONSULTING, INC.	05/01/2020	28866	470141483	CONSULT SVCS MAR20	\$300.00
SHAW HR CONSULTING, INC.					Total Check Amount:	\$300.00
183824	SOUTHERN CALIFORNIA GAS COMPANY	05/01/2020	14556	110000000	DEVELOPER FEE REFUND	\$3,360.60
SOUTHERN CALIFORNIA GAS COMPANY					Total Check Amount:	\$3,360.60
183825	SOUTHWEST SCHOOL & OFFICE SUPPLY	05/01/2020	25945	490515151	2NDFLR CONF RM CHAIRS	\$7,086.93
SOUTHWEST SCHOOL & OFFICE SUPPLY					Total Check Amount:	\$7,086.93
183826	SPRINT	05/01/2020	20480	110212121	1617 GPS:CSU TRACKING	\$60.00
SPRINT					Total Check Amount:	\$60.00
183827	STATE COMPENSATION INSURANCE FUND	05/01/2020	23177	950000000	ILJAOC WC MAR19-MAR20	\$1,318.70
STATE COMPENSATION INSURANCE FUND					Total Check Amount:	\$1,318.70
183828	STRUCTURE SIX	05/01/2020	29170	510707923	FS1 SEISMIC UPGRADE	\$1,000.00
STRUCTURE SIX					Total Check Amount:	\$1,000.00
183829	TURNOUT MAINTENANCE COMPANY, LLC	05/01/2020	19898	174222222	TURNOUT COAT REPAIR	\$35.00
TURNOUT MAINTENANCE COMPANY, LLC					Total Check Amount:	\$35.00
183830	UNIFIRST CORPORATION	05/01/2020	27988	110515121	UNIFORM SVCS MAR 2020	\$49.65
		05/01/2020	27988	110515125	UNIFORM SVCS MAR 2020	\$71.68
		05/01/2020	27988	110515141	UNIFORM SVCS MAR 2020	\$136.76
		05/01/2020	27988	110515144	UNIFORM SVCS MAR 2020	\$76.49
		05/01/2020	27988	360515145	UNIFORM SVCS MAR 2020	\$52.25
		05/01/2020	27988	420515131	UNIFORM SVCS MAR 2020	\$143.13
		05/01/2020	27988	430515123	UNIFORM SVCS MAR 2020	\$51.45
		05/01/2020	27988	440515126	UNIFORM SVCS MAR 2020	\$14.40
		05/01/2020	27988	480515161	UNIFORM SVCS MAR 2020	\$246.96
		05/01/2020	27988	490515151	UNIFORM SVCS MAR 2020	\$250.20
UNIFIRST CORPORATION					Total Check Amount:	\$1,092.97
183831	URBAN GRAFFITI ENTERPRISES INC.	05/01/2020	4352	110515121	GRAFFTI REMOVAL MAR20	\$2,000.00
URBAN GRAFFITI ENTERPRISES INC.					Total Check Amount:	\$2,000.00
183832	VERIZON WIRELESS	05/01/2020	14779	110000000	DEVELOPER FEE REFUND	\$4,124.50
VERIZON WIRELESS					Total Check Amount:	\$4,124.50
183833	DR. ROBERT L. WILKINSON	05/01/2020	19024	110141481	DOT PHYSICALS MAR20	\$120.00
DR. ROBERT L. WILKINSON					Total Check Amount:	\$120.00
Check Subtotal						\$108,552.61

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41328	ABF PRINTING	05/01/2020	26673	110111143	PROMOTIONAL ITEMS	\$1,038.65
ABF PRINTING					Total Check Amount:	\$1,038.65
V41329	ADMINISTRATIVE & PROF	05/01/2020	3344	110	DED:4010 APEA MEMBR	\$516.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$516.00
V41330	THE ADVANTAGE GROUP	05/01/2020	24539	110	DED:808B FSA DEPCAR	\$2,549.76
		05/01/2020	24539	110	DED:808C FSA UR MED	\$5,252.34
THE ADVANTAGE GROUP					Total Check Amount:	\$7,802.10
V41331	ALL CITY MANAGEMENT SERVICES INC	05/01/2020	6604	110212132	CRSNG GRDS 0223-0307	\$3,359.48
		05/01/2020	6604	110212132	CRSNG GRDS 0308-0321	\$1,866.38
ALL CITY MANAGEMENT SERVICES INC					Total Check Amount:	\$5,225.86
V41332	ALLSTAR FIRE EQUIPMENT	05/01/2020	8353	110222221	TURNOUT SUSPNDERS [9]	\$380.14
		05/01/2020	8353	110222221	TURNOUTS [9]	\$7,702.24
ALLSTAR FIRE EQUIPMENT					Total Check Amount:	\$8,082.38
V41333	B & M LAWN AND GARDEN CENTER	05/01/2020	4699	110222221	CYLNDER/PISTON REPAIR	\$451.49
B & M LAWN AND GARDEN CENTER					Total Check Amount:	\$451.49
V41334	JESUS BARBOSA	05/01/2020	6423	420000000	TEAM BLDG WORKSHXP EXP	\$66.00
JESUS BARBOSA					Total Check Amount:	\$66.00
V41335	JOHN BEAUMAN	05/01/2020	14569	110000000	DEVELOPER FEE REFUND	\$223.00
JOHN BEAUMAN					Total Check Amount:	\$223.00
V41336	BIG BEN INC.	05/01/2020	29358	420000000	CLOSED WATER ACCOUNT	\$227.22
BIG BEN INC.					Total Check Amount:	\$227.22
V41337	JASON BOND	05/01/2020	26568	420515131	WTR DIST CERT RENEWAL	\$120.00
JASON BOND					Total Check Amount:	\$120.00
V41338	BPSEA MEMORIAL FOUNDATION	05/01/2020	14990	110	DED:4050 MEMORIAL	\$199.50
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$199.50
V41339	BREA CITY EMPLOYEES ASSOCIATION	05/01/2020	3236	110	DED:4005 BCEA MEMBR	\$560.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$560.00
V41340	BREA FIREFIGHTERS ASSOCIATION	05/01/2020	3237	110	DED:4016 ASSOC MEMB	\$2,824.50
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,824.50
V41341	BREA POLICE ASSOCIATION	05/01/2020	3769	110	DED:4030 BPA REG	\$3,500.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,500.00
V41342	BREA POLICE ATHLETIC LEAGUE	05/01/2020	1068	110	DED:5010 B.P.A.L.	\$145.00
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$145.00
V41343	BREA POLICE MANAGEMENT ASSOCIATION	05/01/2020	21189	110	DED:4019 LDF MEMBRS	\$13.00
		05/01/2020	21189	110	DED:4020 PMA MEMBRS	\$195.00
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$208.00
V41344	BYRNE SOFTWARE TECHNOLOGIES, INC.	05/01/2020	27471	110323241	ACCELA IMPL 4/4-4/10	\$55.00
BYRNE SOFTWARE TECHNOLOGIES, INC.					Total Check Amount:	\$55.00

City Disbursement Register

Between Apr 27, 2020 12:00 AM and May 1, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41345	CALIF FORENSIC PHLEBOTOMY INC.	05/01/2020	4488	110212131	BLOOD TESTS MAR 2020	\$642.00
CALIF FORENSIC PHLEBOTOMY INC.					Total Check Amount:	\$642.00
V41346	CALIFORNIA HEALTH & SAFETY INC.	05/01/2020	15491	542222221	VOICE AMPS	\$24,971.06
CALIFORNIA HEALTH & SAFETY INC.					Total Check Amount:	\$24,971.06
V41347	CANNINGS ACE HARDWARE	05/01/2020	15828	110515121	STREET LIGHT MATERIAL	\$10.80
		05/01/2020	15828	110515121	STREETLIGHT MATERIALS	\$17.30
		05/01/2020	15828	110515125	GROUND LIGHTING MATL	\$42.29
CANNINGS ACE HARDWARE					Total Check Amount:	\$70.39
V41348	CANON FINANCIAL SERVICES, INC.	05/01/2020	20648	110141441	FIRESTN CPR LSE FEB20	\$101.29
		05/01/2020	20648	110141441	FIRESTN CPR LSE MAR20	\$101.29
		05/01/2020	20648	110141441	FS CPR LEASE APR-MAY	\$202.58
		05/01/2020	20648	110141441	FS CPR USAGE JAN-MAR	\$112.77
CANON FINANCIAL SERVICES, INC.					Total Check Amount:	\$517.93
V41349	CDCE INCORPORATED	05/01/2020	19356	110212121	PANASONIC TABLETS	\$32,045.54
		05/01/2020	19356	231212141	ROUTER/ANTENNA	\$1,428.77
		05/01/2020	19356	475141471	PANASONIC TABLETS	\$222,165.62
CDCE INCORPORATED					Total Check Amount:	\$255,639.93
V41350	CENTRALSQUARE TECHNOLOGIES, LLC	05/01/2020	29643	475141471	ASP BACKUP SVCS MAR20	\$2,003.72
		05/01/2020	29643	475141471	ASP BACKUP SVCS MAY20	\$2,003.72
		05/01/2020	29643	475141471	ASP BACKUP SVCS NOV19	\$10,143.00
CENTRALSQUARE TECHNOLOGIES, LLC					Total Check Amount:	\$14,150.44
V41351	CORE & MAIN LP	05/01/2020	27049	420515131	WATER METER ENCODERS	\$6,388.10
		05/01/2020	27049	420515131	WATER METERS+ENCODERS	\$3,039.26
CORE & MAIN LP					Total Check Amount:	\$9,427.36
V41352	LAUREN CRITTENDEN	05/01/2020	26135	110212111	TRAVEL MILEAGE	\$98.90
LAUREN CRITTENDEN					Total Check Amount:	\$98.90
V41353	ENTENMANN ROVIN COMPANY	05/01/2020	3457	110212111	BADGE	\$113.67
		05/01/2020	3457	110212111	BADGES	\$153.15
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$266.82
V41354	EQUIPMENT DIRECT INC	05/01/2020	4522	430515123	SAFETY GLOVES	\$102.36
		05/01/2020	4522	911515123	CLEANING WPIES/COVID	\$73.64
		05/01/2020	4522	911515151	COVID 19 SUPPLIES	\$160.59
EQUIPMENT DIRECT INC					Total Check Amount:	\$336.59
V41355	GALLS/QUARTERMASTER	05/01/2020	16493	110212111	UNIFORM	\$77.55
GALLS/QUARTERMASTER					Total Check Amount:	\$77.55
V41356	DON GOLDEN	05/01/2020	10729	110000000	INSP SVCS 4/9-4/22	\$5,568.75
		05/01/2020	10729	110323242	INSP SVCS 4/9-4/22	\$187.50

City Disbursement Register

Between Apr 27, 2020 12:00 AM and May 1, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
DON GOLDEN						Total Check Amount: \$5,756.25
V41357	HCI SYSTEMS INC	05/01/2020	25112	510707944	SC FIRE SPRINKLERS	\$898.78
HCI SYSTEMS INC						Total Check Amount: \$898.78
V41358	JMDIAZ, INC.	05/01/2020	27113	110000000	OC ENGG SVCS MAR20	\$4,015.00
		05/01/2020	27113	110515171	OC ENGG SVCS MAR20	\$2,585.00
		05/01/2020	27113	510707914	OC ENGG SVCS MAR20	\$1,320.00
JMDIAZ, INC.						Total Check Amount: \$7,920.00
V41359	K PRO STONE CARE	05/01/2020	20535	490515151	BCC CERAMIC TILE CLNG	\$3,995.00
K PRO STONE CARE						Total Check Amount: \$3,995.00
V41360	KEENAN & ASSOCIATES	05/01/2020	22439	470141483	2020 WORKERS' COMP 5	\$9,552.75
KEENAN & ASSOCIATES						Total Check Amount: \$9,552.75
V41361	KREUZER CONSULTING GROUP	05/01/2020	22072	510707278	IMP/BERRY INT JAN 20	\$4,407.50
		05/01/2020	22072	510707278	IMP/BERRY INT MAR20	\$10,450.00
		05/01/2020	22072	510707947	AROVSTA LL PRKG MAR20	\$9,373.00
		05/01/2020	22072	510707948	AROVSTA UL PRKG MAR20	\$7,950.00
KREUZER CONSULTING GROUP						Total Check Amount: \$32,180.50
V41362	LUCY KRUSE	05/01/2020	16529	110212111	TRAVEL MILEAGE	\$100.17
LUCY KRUSE						Total Check Amount: \$100.17
V41363	SCOTT LAI	05/01/2020	10963	460141474	MAR 2020 MILEAGE	\$372.95
SCOTT LAI						Total Check Amount: \$372.95
V41364	LEO'S A/C, INC	05/01/2020	19676	181404250	BCC INTERIOR PAINT	\$24,600.00
LEO'S A/C, INC						Total Check Amount: \$24,600.00
V41365	LIEBERT CASSIDY WHITMORE	05/01/2020	2489	470141483	PROF LEGAL SVCS FEB20	\$796.00
		05/01/2020	2489	470141483	PROF LGL SVCS:GEN FEB	\$893.00
LIEBERT CASSIDY WHITMORE						Total Check Amount: \$1,689.00
V41366	LINCOLN AQUATICS	05/01/2020	17902	110404422	PLUNGE CHEMICALS	\$1,367.63
LINCOLN AQUATICS						Total Check Amount: \$1,367.63
V41367	ELIZABETH LUSK	05/01/2020	16911	110212111	TRAVEL MILEAGE	\$101.66
ELIZABETH LUSK						Total Check Amount: \$101.66
V41368	RYAN MCDUFFY	05/01/2020	25627	110212111	TRAINING EXPENSES	\$66.00
RYAN MCDUFFY						Total Check Amount: \$66.00
V41369	TINA MEYER	05/01/2020	12786	110212111	TRAINING EXPENSES	\$74.97
TINA MEYER						Total Check Amount: \$74.97
V41370	MUNICIPAL WATER DISTRICT	05/01/2020	3784	420515131	WATER DELIVERY MAR20	\$16,546.69
MUNICIPAL WATER DISTRICT						Total Check Amount: \$16,546.69
V41371	MYERS AND SONS	05/01/2020	21624	110515121	FS3 SIGNS	\$51.72
		05/01/2020	21624	510707702	ISLAND HEAD SIGNS	\$84.05
MYERS AND SONS						Total Check Amount: \$135.77

City Disbursement Register

Between Apr 27, 2020 12:00 AM and May 1, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41372	ONWARD ENGINEERING	05/01/2020	22106	110000000	INSP SVCS MAR 2020	\$8,395.00
		05/01/2020	22106	110515171	INSP SVCS MAR 2020	\$8,487.50
		05/01/2020	22106	510707251	INSP SVCS MAR 2020	\$1,485.00
		05/01/2020	22106	510707322	INSP SVCS MAR 2020	\$220.00
ONWARD ENGINEERING					Total Check Amount:	\$18,587.50
V41373	ORANGE COUNTY SANITATION DIST.	05/01/2020	14689	110	COMRCL SWR FEES MAR20	\$2,612.84
		05/01/2020	14689	110	RES SEWER FEES MAR20	\$2,114.00
		05/01/2020	14689	110000000	5% COLL RES SF MAR20	(\$105.70)
		05/01/2020	14689	110000000	5% COLL:COMM SF MAR20	(\$130.64)
ORANGE COUNTY SANITATION DIST.					Total Check Amount:	\$4,490.50
V41374	ORANGE COUNTY UNITED WAY	05/01/2020	3451	110	DED:5005 UNITED WAY	\$7.31
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$7.31
V41375	PARACLETE FIRE AND SAFETY, INC.	05/01/2020	17760	110515125	FIRE EXT SVC PS#1	\$199.08
		05/01/2020	17760	110515125	FIRE EXT SVC PS#2	\$151.08
		05/01/2020	17760	110515125	FIRE EXT SVC PS#3	\$187.08
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$537.24
V41376	RICHARDS, WATSON & GERSHON	05/01/2020	8978	110111112	0185 PEREZ FEB 2020	\$4,010.40
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$4,010.40
V41377	RPW SERVICES, INC.	05/01/2020	3791	110515143	SPRAY PLANTS 4 APHIDS	\$300.00
		05/01/2020	3791	360515147	SPRAY:FLEAS AND TICKS	\$180.00
RPW SERVICES, INC.					Total Check Amount:	\$480.00
V41378	SO CAL LAND MAINTENANCE, INC.	05/01/2020	26009	110515141	PARKS MOWING APR 2020	\$6,231.29
		05/01/2020	26009	110515141	PARKS MOWING FEB 2020	\$6,231.29
		05/01/2020	26009	110515141	PARKS MOWING MAR 2020	\$6,231.29
		05/01/2020	26009	360515145	PARKS MOWING APR 2020	\$88.61
		05/01/2020	26009	360515145	PARKS MOWING FEB 2020	\$88.61
		05/01/2020	26009	360515145	PARKS MOWING MAR 2020	\$88.61
SO CAL LAND MAINTENANCE, INC.					Total Check Amount:	\$18,959.70
V41379	SPORTS FACILITIES GROUP, INC.	05/01/2020	19464	490515151	GYM REPAIR	\$1,113.56
SPORTS FACILITIES GROUP, INC.					Total Check Amount:	\$1,113.56
V41380	SULLY-MILLER CONTRACTING CO.	05/01/2020	18176	510707315	RETENTION:ALLEYS/CW	\$6,707.39
		05/01/2020	18176	510707316	RETENTION:ALLEYS/CW	\$9,975.01
		05/01/2020	18176	510707317	RETENTION:ALLEYS/CW	\$33,892.07
		05/01/2020	18176	510707461	RETENTION:ALLEYS/CW	\$89,188.39
SULLY-MILLER CONTRACTING CO.					Total Check Amount:	\$139,762.86
V41381	SUNSET SIGNS AND PRINTING, INC.	05/01/2020	27244	110212111	NAME PLATE SIGNS	\$53.88
SUNSET SIGNS AND PRINTING, INC.					Total Check Amount:	\$53.88
V41382	SUPERCO SPEC PROD/MOMAR, INC.	05/01/2020	16084	911515151	COVID 19 SUPPLIES	\$1,177.87

City Disbursement Register

Between Apr 27, 2020 12:00 AM and May 1, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SUPERCO SPEC PROD/MOMAR, INC.					Total Check Amount:	\$1,177.87
V41383	TECHNICOLOR PRINTING	05/01/2020	24354	110404211	HATS	\$269.38
TECHNICOLOR PRINTING					Total Check Amount:	\$269.38
V41384	TERRY'S TESTING, INC.	05/01/2020	9217	110515141	BACKFLOW TESTING	\$140.00
		05/01/2020	9217	110515143	BACKFLOW TESTING	\$525.00
		05/01/2020	9217	110515144	BACKFLOW TESTING	\$70.00
		05/01/2020	9217	110515148	BACKFLOW TESTING	\$35.00
		05/01/2020	9217	360515145	BACKFLOW TESTING	\$70.00
		05/01/2020	9217	361515148	BACKFLOW TESTING	\$70.00
		05/01/2020	9217	420515131	BACKFLOW TESTING	\$35.00
		05/01/2020	9217	430515123	BACKFLOW TESTING	\$35.00
TERRY'S TESTING, INC.					Total Check Amount:	\$980.00
V41385	TOWNSEND PUBLIC AFFAIRS, INC.	05/01/2020	18881	110111145	CONSULTING SVCS APR20	\$1,250.00
		05/01/2020	18881	410111145	CONSULTING SVCS APR20	\$1,250.00
		05/01/2020	18881	420111145	CONSULTING SVCS APR20	\$1,250.00
		05/01/2020	18881	430111145	CONSULTING SVCS APR20	\$1,250.00
TOWNSEND PUBLIC AFFAIRS, INC.					Total Check Amount:	\$5,000.00
V41386	TROPICAL PLAZA NURSERY, INC	05/01/2020	2062	343515112	IRRIGATION REPAIRS	\$370.98
		05/01/2020	2062	346515112	IRRIGATION REPAIRS	\$195.90
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$566.88
V41387	VALVERDE CONSTRUCTION, INC.	05/01/2020	14201	510707617	BREAMALL SWRLN REPAIR	\$20,199.00
		05/01/2020	14201	510707617	SWRMANHOLE LIDS/RINGS	\$14,028.00
VALVERDE CONSTRUCTION, INC.					Total Check Amount:	\$34,227.00
V41388	VIRTUAL PROJECT MANAGER	05/01/2020	23508	510707308	CIP SW BCKUP/ST APR20	\$100.00
		05/01/2020	23508	510707322	CIP SW BCKUP/ST APR20	\$100.00
		05/01/2020	23508	510707923	CIP SW BCKUP/ST APR20	\$100.00
		05/01/2020	23508	510707941	CIP SW BCKUP/ST APR20	\$100.00
		05/01/2020	23508	510707944	CIP SW BCKUP/ST APR20	\$100.00
VIRTUAL PROJECT MANAGER					Total Check Amount:	\$500.00
V41389	ZUMAR INDUSTRIES, INC.	05/01/2020	3802	510707703	STREET NAME SIGNS	\$614.18
ZUMAR INDUSTRIES, INC.					Total Check Amount:	\$614.18
Voucher Subtotal						\$674,140.05

TOTAL \$782,692.66

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/05/2020

SUBJECT: Monthly Report of Investments for the City of Brea for Period Ending March 31, 2020

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is in accordance with Government Code Section 53607 and contains information on the investment activities for the month of March. Cash for day-to-day activities is deposited in the demand and interest-bearing checking accounts. The Local Agency Investment Fund (LAIF) is used for short term investment and functions like a savings account. The City's managed investment portfolio is for longer-term investments which are managed through Chandler Asset Management. Together, the short and long-term investment accounts represent the City's investment portfolio. Attachment A includes a Portfolio Summary, Holdings Report, Book Value Report and Compliance with Investment Policy Statement prepared by Chandler Asset Management for the invested funds. The book value is the cost plus or minus amortization/accretion.

As of March 31, 2020, the total market value of the managed investment portfolio, including accrued interest, was \$88,373,921.27 as compared to \$87,857,804.64 at February 29, 2020. The weighted average investment yield for March 2020 was 2.03%, which was slightly lower than the prior month. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$12,896,781.28 at March 31, 2020. This brings the total value of the City's investment portfolio as of March 31, 2020 to \$101,270,702.55 as compared to \$106,426,736.37 at February 29, 2020.

Restricted cash and investments are held in the post-employment benefits trust account administered by PARS (PARS account) and managed by HighMark Capital and the City's various bond reserve accounts which are managed by Chandler Asset Management. Attachment A includes a monthly statement from US Bank for the PARS account as well as a portfolio report from Chandler Asset Management for each bond reserve account that is invested. As of March 31, 2020, the market value of the PARS account, including short-term cash and accrued interest was \$7,663,519.44 as compared to \$8,582,125.57 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest was \$1,243,263.28 in comparison to \$1,390,034.78 from the prior month.

All City investments are GASB rated No. 1, where the custodian (The Bank of New York Mellon Trust Company, N.A.) acts as an agent of the City, and is not a counter party to the investment

transaction, and all securities are held in the name of the City of Brea. The custodial account at Bank of New York and account records with Chandler Asset Management have been reconciled to par value for the month. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

COMMISSION/COMMITTEE RECOMMENDATION

On April 27, 2020, the Investment Advisory Committee reviewed the Monthly Report of Investments and recommended that the City Council receive and file.

FISCAL IMPACT/SUMMARY

During the month of March, the total value of the City's investment portfolio decreased by \$5,156,033.82 to address expenditures for the month and to pay off the Energy Efficiency Loan as authorized by City Council. This will result in total interest savings of \$587,537 over the next eight years. The City's PARS account decreased by \$918,606.43 from market volatility related to the current COVID-19 Pandemic. The City's bond reserve accounts decreased by \$146,771.50 primarily due to a debt service payment for the 2017 Brea Plaza Public Improvements CFD Bonds.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

City of Brea
Cash and Investment Information
 March 31, 2020

		Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 6,359,529.16	\$ 6,359,529.16
Local Agency Investment Fund	LAIF	\$ 12,817,657.49	\$ 12,896,781.28
Managed Investment Portfolio - CHANDLER	Chandler	\$ 85,411,982.73	\$ 88,373,921.27
PARS Post-Employment Benefits Trust**	US Bank	\$ 8,199,952.70	\$ 7,663,519.44
<u>Fiscal Agent Cash & Investments**</u>			
2010 Lease Revenue Bonds	Chandler/BNY	\$ 365,316.37	\$ 371,550.52
2014 Downtown Brea Public Improvements CFD Bonds	Chandler/BNY	\$ 164,323.22	\$ 164,323.22
2014 Water Revenue Bonds	Chandler/BNY	\$ 177.33	\$ 177.33
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 666,854.59	\$ 707,151.84
2019 Olinda Ranch Public Improvements Bonds (CFD 1997-1)	Chandler/BNY	\$ 60.37	\$ 60.37
2019 Water Revenue Bonds	Chandler/BNY	\$ -	\$ -
Sub-total - Fiscal Agent Cash & Investments		\$ 1,196,731.88	\$ 1,243,263.28
Report Grand Total		\$ 113,985,853.96	\$ 116,537,014.43

* Includes accrued interest on invested funds

** Reserve Fund

City of Brea
Cash and Investment Information

March 31, 2020

Fiscal Agent Cash & Investments Detail		Cost Value	Market Value
10129	2010 Lease Revenue Bonds - CHANDLER	\$ 268,548.57	\$ 274,782.72
	Short-Term Treasury Funds - BNY	\$ 96,767.80	\$ 96,767.80
	Sub-total	\$ 365,316.37	\$ 371,550.52
	2014 Downtown Brea Public Improvements CFD Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 164,323.22	\$ 164,323.22
	Sub-total	\$ 164,323.22	\$ 164,323.22
	2014 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 177.33	\$ 177.33
	Sub-total	\$ 177.33	\$ 177.33
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - CHANDLER	\$ 655,861.18	\$ 696,158.43
	Short-Term Treasury Funds - BNY	\$ 10,993.41	\$ 10,993.41
	Sub-total	\$ 666,854.59	\$ 707,151.84
	2019 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 60.37	\$ 60.37
	Sub-total	\$ 60.37	\$ 60.37
	2019 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ -	\$ -
	Sub-total	\$ -	\$ -
Report Grand Total		\$ 1,196,731.88	\$ 1,243,263.28



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	1.74%
Average Purchase YTM	1.74%
Average Market YTM	1.74%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 2/29/20	End Values as of 3/31/20
Market Value	18,517,657	12,817,657
Accrued Interest	51,274	79,124
Total Market Value	18,568,932	12,896,781
Income Earned	24,543	27,850
Cont/WD		-5,700,000
Par	18,517,657	12,817,657
Book Value	18,517,657	12,817,657
Cost Value	18,517,657	12,817,657

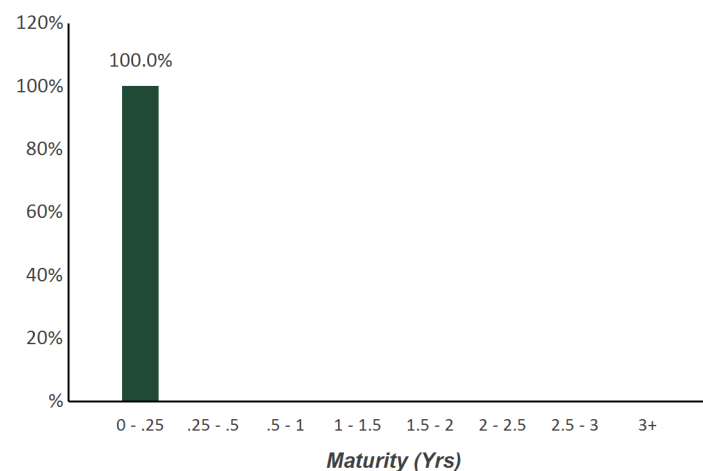
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

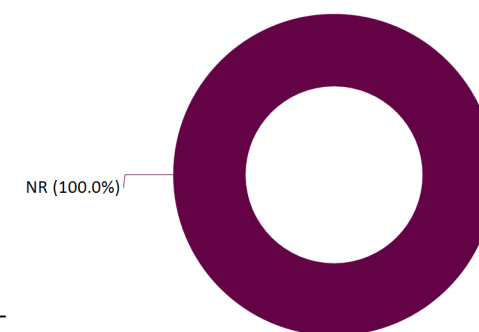
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/28/2012
City of Brea Laif	0.15%	0.51%	0.51%	2.38%	2.34%	1.91%	1.34%	N/A	N/A

Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	12,817,657.49	Various 1.74%	12,817,657.49 12,817,657.49	1.00 1.74%	12,817,657.49 79,123.79	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		12,817,657.49	1.74%	12,817,657.49	1.74%	12,817,657.49 79,123.79	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO				12,817,657.49 12,817,657.49	1.74%	12,817,657.49 79,123.79	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						12,896,781.28			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.56
Average Coupon	2.16%
Average Purchase YTM	2.03%
Average Market YTM	0.92%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.80 yrs
Average Life	2.67 yrs

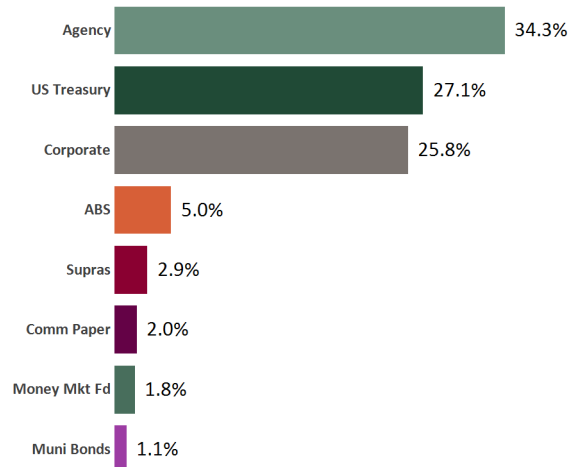
ACCOUNT SUMMARY

	Beg. Values as of 2/29/20	End Values as of 3/31/20
Market Value	87,409,920	87,974,033
Accrued Interest	447,885	399,888
Total Market Value	87,857,805	88,373,921
Income Earned	155,443	148,619
Cont/WD		0
Par	84,947,921	84,988,603
Book Value	85,257,246	85,457,369
Cost Value	85,199,010	85,411,983

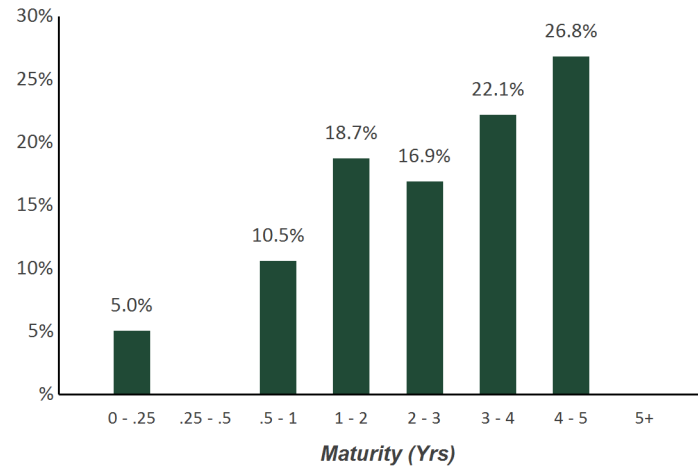
TOP ISSUERS

Government of United States	27.1%
Federal National Mortgage Assoc	15.9%
Federal Home Loan Bank	13.3%
Federal Home Loan Mortgage Corp	5.2%
Inter-American Dev Bank	2.4%
MUFG Bank Ltd/NY	2.0%
Fidelity Institutional Treasury	1.8%
John Deere ABS	1.7%
Total	69.3%

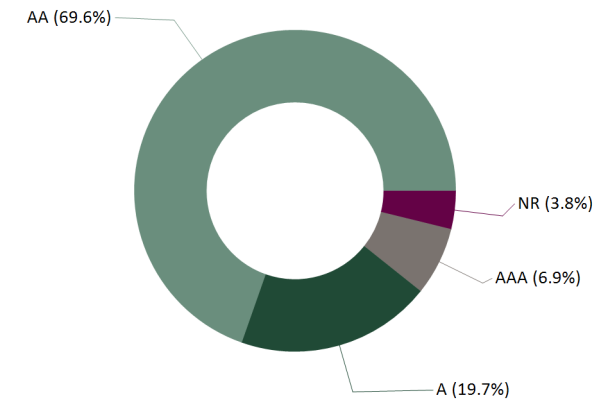
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	4/30/1996
City of Brea	0.59%	2.41%	2.41%	5.58%	4.50%	3.05%	2.22%	2.15%	3.90%
ICE BAML 1-5 Yr US Treasury/Agency Index*	1.69%	3.75%	3.75%	6.80%	4.95%	3.25%	2.25%	1.99%	3.59%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	1.28%	3.29%	3.29%	6.45%	4.85%	3.21%	2.27%	2.10%	N/A

*ICE BAML 1-Yr US Treasury Bill Index to 9/30/01,

Statement of Compliance

As of March 31, 2020

ATTACHMENT A



City of Brea

Assets managed by Chandler Asset Management are in full compliance with state law and with the Client's investment policy

Category	Standard	Comment
Treasury Issues	No limitations	Complies
US Agencies	25% per issuer	Complies
Supranationals	"AA" rated by a NRSRO; 15% maximum; 5% max per issuer	Complies
Municipal Securities	5% max issuer	Complies
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 by S&P and Moody's; 25% maximum; 5% max per issuer; 270 days max maturity	Complies
Certificates of Deposit(CDs)/ Time Deposits (TDs)	5% max issuer; FDIC Insured and/or Collateralized	Complies
Negotiable CDs	30% maximum; 5% max per issuer	Complies
Medium Term Notes	"A" rated or better by a NRSRO; 30% maximum; 5% max per issuer	Complies
Pass Through Securities, Asset-Backed Securities (ABS), CMOs	"AA" or higher by a NRSRO; "A" rated issuer by a NRSRO; 20% maximum (combined), 10% maximum (ABS); 5% max per issuer; CMOs must pass FFIEC test	Complies
Money Market Funds	Highest rating by two NRSROs; 20% maximum; 5% max per fund	Complies
LAIF	40%;<60%, with OCIP	Complies
OCIP	40%;<60%, with LAIF	Complies
Repurchase Agreements	5% max issuer; 1 year max maturity	Complies
Range notes	Prohibited	Complies
Interest-only strips	Prohibited	Complies
Zero interest accruals	Prohibited	Complies
Agency Callable notes	5% maximum	Complies
Max Per Issuer	5% per issuer for all non government issuers and agencies	Complies
Maximum Maturity	5 years	Complies

Reconciliation Summary

As of March 31, 2020



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$85,257,246.01
<u>Acquisition</u>		
+ Security Purchases	\$4,619,103.02	
+ Money Market Fund Purchases	\$5,969,496.81	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$10,588,599.83
<u>Dispositions</u>		
- Security Sales	\$2,401,968.75	
- Money Market Fund Sales	\$4,624,226.28	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$3,294,280.00	
- Calls	\$0.00	
- Principal Paydowns	\$64,589.13	
Total Dispositions		\$10,385,064.16
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$6,920.47)	
		(\$6,920.47)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$3,508.25	
		\$3,508.25
ENDING BOOK VALUE		\$85,457,369.46

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$238,971.70
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$2,401,968.75	
Accrued Interest Received	\$9,692.31	
Interest Received	\$191,113.16	
Dividend Received	\$2,133.46	
Principal on Maturities	\$3,294,280.00	
Interest on Maturities	\$5,720.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$64,589.13	
Total Acquisitions	\$5,969,496.81	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$4,619,103.02	
Accrued Interest Paid	\$5,123.26	
Total Dispositions	\$4,624,226.28	
ENDING BOOK VALUE		\$1,584,242.23

Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
654747AD6	Nissan Auto Receivables Trust 2017-A A3 1.74% Due 8/16/2021	111,808.76	12/27/2017 2.10%	111,096.85 111,539.24	99.86 0.20%	111,654.56 81.06	0.13% 115.32	Aaa / NR AAA	1.38 0.19
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	125,759.86	04/27/2018 2.62%	123,804.68 124,944.66	99.76 2.50%	125,453.71 93.90	0.14% 509.05	Aaa / AAA NR	1.38 0.30
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	35,413.29	07/11/2017 1.83%	35,410.70 35,412.35	99.63 3.56%	35,283.68 28.65	0.04% (128.67)	Aaa / NR AAA	1.54 0.21
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	114,831.74	02/21/2018 2.68%	114,823.48 114,827.65	99.27 0.41%	113,992.95 135.76	0.13% (834.70)	Aaa / NR AAA	2.05 0.43
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	488,546.67	08/21/2018 2.98%	488,479.65 488,506.46	100.92 1.70%	493,041.27 400.34	0.56% 4,534.81	Aaa / NR AAA	2.39 0.72
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	700,000.00	07/25/2019 1.48%	707,410.16 705,810.24	100.94 1.57%	706,577.90 920.89	0.80% 767.66	Aaa / AAA NR	2.46 0.67
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	575,000.00	07/18/2018 3.10%	574,956.42 574,973.48	100.62 2.16%	578,584.55 787.11	0.66% 3,611.07	Aaa / NR AAA	2.63 0.66
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	545,000.00	08/20/2019 1.79%	544,995.48 544,996.36	100.53 1.50%	547,878.15 431.16	0.62% 2,881.79	Aaa / AAA NR	3.38 1.86
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	280,000.00	07/16/2019 2.23%	279,940.56 279,949.89	100.82 1.74%	282,288.16 275.02	0.32% 2,338.27	Aaa / NR AAA	3.71 1.69
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	370,000.00	10/01/2019 1.95%	369,971.47 369,974.50	100.25 1.82%	370,925.00 219.33	0.42% 950.50	NR / AAA AAA	4.06 1.96
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	580,000.00	10/16/2019 1.94%	579,969.38 579,972.23	100.99 1.49%	585,718.80 497.51	0.66% 5,746.57	Aaa / AAA NR	4.29 2.18
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	460,000.00	03/04/2020 1.11%	459,971.89 459,972.25	98.17 1.87%	451,572.80 281.11	0.51% (8,399.45)	Aaa / NR AAA	4.38 2.39
Total ABS		4,386,360.32	2.09%	4,390,830.72 4,390,879.31	1.68%	4,402,971.53 4,151.84	4.99% 12,092.22	Aaa / AAA AAA	3.17 1.34

Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,225,000.00	12/16/2015 1.90%	1,201,847.50 1,221,891.68	100.67 0.49%	1,233,254.05 6,176.04	1.40% 11,362.37	Aaa / AA+ AAA	0.67 0.66
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,070,000.00	02/17/2016 1.46%	1,065,677.20 1,069,235.76	100.90 0.35%	1,079,674.94 1,757.33	1.22% 10,439.18	Aaa / AA+ AAA	0.89 0.88
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,275,000.00	Various 1.46%	1,269,953.70 1,274,058.41	100.95 0.32%	1,287,115.05 1,704.42	1.46% 13,056.64	Aaa / AA+ AAA	0.91 0.90
3135G0K69	FNMA Note 1.25% Due 5/6/2021	400,000.00	05/27/2016 1.48%	395,724.00 399,050.31	100.80 0.52%	403,197.20 2,013.89	0.46% 4,146.89	Aaa / AA+ AAA	1.10 1.09
3135G0U35	FNMA Note 2.75% Due 6/22/2021	500,000.00	06/28/2018 2.70%	500,740.00 500,303.75	102.88 0.39%	514,387.00 3,781.25	0.59% 14,083.25	Aaa / AA+ AAA	1.23 1.20
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,285,000.00	10/04/2016 1.33%	1,273,126.60 1,281,803.32	101.01 0.34%	1,298,002.92 3,092.03	1.47% 16,199.60	Aaa / AA+ AAA	1.29 1.28
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,250,000.00	08/30/2016 1.33%	1,237,737.50 1,246,620.52	101.03 0.37%	1,262,842.50 1,914.06	1.43% 16,221.98	Aaa / AA+ AAA	1.37 1.35
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,285,000.00	Various 1.29%	1,282,305.71 1,284,238.81	101.15 0.41%	1,299,738.95 1,963.20	1.47% 15,500.14	Aaa / AA+ AAA	1.38 1.37
3130AF5B9	FHLB Note 3% Due 10/12/2021	1,350,000.00	11/29/2018 2.91%	1,353,402.00 1,351,816.35	104.01 0.37%	1,404,117.45 19,012.50	1.61% 52,301.10	Aaa / AA+ NR	1.53 1.49
3135G0S38	FNMA Note 2% Due 1/5/2022	1,350,000.00	04/25/2017 1.92%	1,354,927.50 1,351,851.41	102.87 0.37%	1,388,681.55 6,450.00	1.58% 36,830.14	Aaa / AA+ AAA	1.77 1.73
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,315,000.00	06/19/2017 1.88%	1,314,801.44 1,314,916.72	102.98 0.39%	1,354,185.69 12,054.17	1.55% 39,268.97	Aaa / AA+ AAA	2.01 1.96
3130A3KM5	FHLB Note 2.5% Due 12/9/2022	775,000.00	08/28/2018 2.83%	764,808.75 768,597.05	105.41 0.47%	816,912.78 6,027.78	0.93% 48,315.73	Aaa / AA+ NR	2.69 2.59
3135G0T94	FNMA Note 2.375% Due 1/19/2023	1,000,000.00	03/14/2018 2.73%	984,140.00 990,833.46	105.39 0.44%	1,053,898.00 4,750.00	1.20% 63,064.54	Aaa / AA+ AAA	2.81 2.71
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	1,200,000.00	07/20/2018 2.86%	1,193,976.00 1,196,053.47	107.13 0.51%	1,285,581.60 9,350.00	1.47% 89,528.13	Aaa / AA+ AAA	3.22 3.08
313383YJ4	FHLB Note 3.375% Due 9/8/2023	1,200,000.00	10/29/2018 3.08%	1,215,756.00 1,211,152.72	110.11 0.41%	1,321,266.00 2,587.50	1.50% 110,113.28	Aaa / AA+ NR	3.44 3.27
3135G0U43	FNMA Note 2.875% Due 9/12/2023	1,500,000.00	06/21/2019 1.89%	1,559,805.00 1,548,860.80	107.80 0.59%	1,616,998.50 2,276.04	1.83% 68,137.70	Aaa / AA+ AAA	3.45 3.30

Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,075,000.00	Various 2.74%	1,106,057.50 1,098,361.77	111.14 0.33%	1,194,791.55 11,388.28	1.36% 96,429.78	Aaa / AA+ AAA	3.69 3.47
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,500,000.00	04/29/2019 2.37%	1,500,105.00 1,500,085.05	107.03 0.57%	1,605,387.00 2,276.04	1.82% 105,301.95	Aaa / AA+ NR	3.94 3.77
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	06/18/2019 1.96%	1,564,890.20 1,554,668.75	110.47 0.36%	1,657,003.51 12,817.70	1.89% 102,334.76	Aaa / AA+ NR	4.21 3.96
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	1,200,000.00	09/13/2019 1.79%	1,262,028.00 1,255,294.70	109.91 0.61%	1,318,905.60 1,725.00	1.49% 63,610.90	Aaa / AA+ AAA	4.46 4.20
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,755,000.00	Various 1.49%	1,765,434.95 1,765,267.22	104.68 0.58%	1,837,205.96 12,912.66	2.09% 71,938.74	Aaa / AA+ AAA	4.55 4.35
3135G0X24	FNMA Note 1.625% Due 1/7/2025	1,875,000.00	Various 1.47%	1,888,349.75 1,888,134.35	104.97 0.57%	1,968,172.50 6,855.47	2.23% 80,038.15	Aaa / AA+ AAA	4.78 4.58
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	1,920,000.00	02/13/2020 1.52%	1,918,521.60 1,918,559.67	104.35 0.59%	2,003,493.12 3,760.00	2.27% 84,933.45	Aaa / AA+ AAA	4.87 4.69
Total Agency		28,805,000.00	1.96%	28,974,115.90 28,991,656.05	0.46%	30,204,813.42 136,645.36	34.33% 1,213,157.37	Aaa / AA+ AAA	2.88 2.77
COMMERCIAL PAPER									
62479LDG7	MUFG Bank Ltd Discount CP 1.68% Due 4/16/2020	1,750,000.00	01/29/2020 1.71%	1,743,630.00 1,743,630.00	99.64 1.71%	1,743,630.00 5,145.00	1.98% 0.00	P-1 / A-1 NR	0.04 0.04
Total Commercial Paper		1,750,000.00	1.71%	1,743,630.00 1,743,630.00	1.71%	1,743,630.00 5,145.00	1.98% 0.00	P-1 / A-1 NR	0.04 0.04
CORPORATE									
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	750,000.00	06/11/2015 2.49%	741,693.75 749,773.88	99.99 2.33%	749,902.50 6,140.62	0.86% 128.62	A2 / A- NR	0.14 0.14
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	330,000.00	05/24/2017 1.82%	329,808.60 329,988.65	99.94 2.14%	329,795.40 1,914.00	0.38% (193.25)	A2 / A A	0.18 0.18
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	325,000.00	10/29/2015 2.02%	324,740.00 324,969.26	100.22 1.55%	325,714.35 2,672.22	0.37% 745.09	Aaa / AAA AA+	0.59 0.50

Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	800,000.00	02/06/2017 2.16%	803,768.00 800,523.33	100.11 2.07%	800,854.40 7,564.44	0.91% 331.07	A3 / A A	0.59 0.50
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	875,000.00	Various 1.97%	884,992.10 876,910.34	100.65 1.50%	880,690.12 1,620.21	1.00% 3,779.78	Aaa / AA NR	0.92 0.90
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	315,000.00	05/24/2017 2.12%	322,663.95 316,879.73	100.79 1.93%	317,494.49 661.50	0.36% 614.76	A2 / A A	0.93 0.91
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	410,000.00	05/08/2018 3.24%	407,150.50 408,947.04	100.77 2.29%	413,154.54 4,783.33	0.47% 4,207.50	A2 / A NR	1.11 1.08
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	940,000.00	Various 2.32%	932,971.20 936,193.70	99.56 2.34%	935,870.58 6,721.00	1.07% (323.12)	A1 / A AA-	1.13 1.11
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	590,000.00	Various 1.57%	589,298.90 589,810.32	100.70 0.99%	594,103.45 1,346.35	0.67% 4,293.13	Aaa / AAA AA+	1.36 1.26
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	804,000.00	11/29/2016 2.40%	785,998.44 798,521.26	100.29 1.68%	806,369.39 678.93	0.91% 7,848.13	A3 / A+ A-	1.46 1.35
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	750,000.00	Various 3.16%	736,272.75 742,990.39	100.52 2.30%	753,864.00 4,333.33	0.86% 10,873.61	A1 / AA- A+	1.78 1.72
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	890,000.00	07/25/2017 2.45%	889,919.90 889,962.80	99.59 2.63%	886,347.44 3,815.88	1.01% (3,615.36)	A2 / A A+	2.33 2.24
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	950,000.00	Various 2.65%	932,933.50 940,088.33	101.75 1.46%	966,654.45 1,335.28	1.10% 26,566.12	A2 / A NR	2.44 2.37
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	925,000.00	Various 3.11%	919,202.75 921,734.21	101.62 2.04%	939,985.00 5,803.66	1.07% 18,250.79	A2 / A- AA-	2.79 1.73
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	750,000.00	05/20/2019 2.73%	748,027.50 748,489.80	101.45 2.10%	760,856.25 3,643.75	0.87% 12,366.45	A2 / A A	2.82 2.62
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	650,000.00	Various 3.23%	637,699.50 642,407.23	102.51 1.92%	666,300.05 1,263.89	0.76% 23,892.82	A2 / A A	2.93 2.80
06406RAG2	Bank of NY Mellon Corp Note 3.5% Due 4/28/2023	800,000.00	05/16/2019 2.78%	821,248.00 816,567.24	104.39 2.02%	835,094.40 11,900.00	0.96% 18,527.16	A1 / A AA-	3.08 2.88

Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	900,000.00	Various 3.18%	871,569.25 879,893.17	104.26 1.00%	938,295.00 8,880.00	1.07% 58,401.83	Aa1 / AA+ NR	3.09 2.96
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	904,000.00	04/26/2019 2.68%	928,769.60 923,156.05	106.06 1.43%	958,739.01 8,110.89	1.09% 35,582.96	Aa2 / AA AA	3.24 2.98
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	225,000.00	07/11/2018 3.49%	224,610.75 224,744.13	101.27 3.04%	227,856.60 1,660.31	0.26% 3,112.47	A3 / A NR	3.29 3.07
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	760,000.00	Various 3.28%	763,588.40 762,879.08	101.08 3.06%	768,171.52 3,732.44	0.87% 5,292.44	A1 / A+ NR	3.36 3.14
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	250,000.00	05/16/2019 2.79%	256,575.00 255,225.08	103.98 2.22%	259,940.75 1,197.92	0.30% 4,715.67	A1 / A AA-	3.36 3.16
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	750,000.00	Various 3.38%	757,259.00 755,872.25	101.60 3.14%	762,021.00 12,914.06	0.88% 6,148.75	A3 / A NR	3.53 3.24
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	1,100,000.00	Various 2.98%	1,114,320.00 1,112,719.13	104.01 2.13%	1,144,119.90 2,820.28	1.30% 31,400.77	A2 / A- A+	3.93 2.78
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,100,000.00	Various 2.79%	1,121,362.00 1,118,400.44	105.37 1.83%	1,159,039.20 1,986.11	1.31% 40,638.76	Aa3 / A AA-	3.95 3.70
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	1,100,000.00	Various 2.33%	1,156,826.00 1,150,679.30	102.47 3.11%	1,127,160.10 16,052.36	1.29% (23,519.20)	A2 / A A+	4.13 2.89
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	195,000.00	08/08/2019 2.20%	194,569.05 194,623.30	97.16 2.85%	189,457.71 535.71	0.21% (5,165.59)	A1 / A+ NR	4.38 4.12
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	1,100,000.00	Various 2.21%	1,102,086.00 1,102,024.66	100.48 2.14%	1,105,313.00 10,793.75	1.26% 3,288.34	A2 / A AA	4.59 4.29
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	1,100,000.00	01/28/2020 1.91%	1,111,770.00 1,111,351.57	100.44 2.05%	1,104,889.50 9,394.31	1.26% (6,462.07)	A3 / A A	4.61 4.33
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	955,000.00	01/16/2020 2.10%	952,965.85 953,044.90	99.26 2.21%	947,967.38 3,806.74	1.08% (5,077.52)	A1 / AA- AA-	4.81 4.53
Total Corporate		22,293,000.00	2.58%	22,364,660.24 22,379,370.57	2.09%	22,656,021.48 148,083.27	25.80% 276,650.91	A1 / A+ A+	2.77 2.47

Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
316175884	Fidelity Institutional Money Market Fund 696	1,584,242.23	Various 0.02%	1,584,242.23 1,584,242.23	1.00 0.02%	1,584,242.23 0.00	1.79% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		1,584,242.23	0.02%	1,584,242.23 1,584,242.23	0.02%	1,584,242.23 0.00	1.79% 0.00	Aaa / AAA NR	0.00 0.00
MUNICIPAL BONDS									
13063DRK6	California St Taxable GO 2.4% Due 10/1/2024	900,000.00	10/16/2019 1.91%	920,673.00 918,839.47	103.31 1.63%	929,763.00 9,420.00	1.06% 10,923.53	Aa2 / AA- AA	4.51 4.22
Total Municipal Bonds		900,000.00	1.91%	920,673.00 918,839.47	1.63%	929,763.00 9,420.00	1.06% 10,923.53	Aa2 / AA- AA	4.51 4.22
SUPRANATIONAL									
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	410,000.00	01/18/2018 2.35%	408,794.60 409,671.15	101.40 0.53%	415,744.10 1,691.25	0.47% 6,072.95	Aaa / AAA NR	0.82 0.81
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,275,000.00	01/10/2017 2.15%	1,273,431.75 1,274,435.74	102.84 0.54%	1,311,201.08 5,494.01	1.49% 36,765.34	Aaa / NR AAA	1.80 1.76
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	800,000.00	Various 2.40%	777,732.00 788,043.85	102.99 0.52%	823,947.20 661.12	0.93% 35,903.35	Aaa / AAA AAA	2.46 2.40
Total Supranational		2,485,000.00	2.26%	2,459,958.35 2,472,150.74	0.53%	2,550,892.38 7,846.38	2.90% 78,741.64	Aaa / AAA AAA	1.85 1.81
US TREASURY									
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,285,000.00	03/09/2016 1.40%	1,283,749.42 1,284,786.55	101.09 0.06%	1,299,055.33 2,960.97	1.47% 14,268.78	Aaa / AA+ AAA	0.84 0.83
912828B90	US Treasury Note 2% Due 2/28/2021	1,250,000.00	04/26/2016 1.40%	1,285,111.61 1,256,616.96	101.76 0.08%	1,271,972.50 2,173.91	1.44% 15,355.54	Aaa / AA+ AAA	0.92 0.91
912828Q37	US Treasury Note 1.25% Due 3/31/2021	375,000.00	12/13/2016 1.81%	366,314.73 372,983.78	101.12 0.13%	379,204.13 12.81	0.43% 6,220.35	Aaa / AA+ AAA	1.00 1.00

Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,300,000.00	11/09/2016 1.48%	1,278,016.07 1,293,263.19	101.38 0.21%	1,317,875.00 39.96	1.49% 24,611.81	Aaa / AA+ AAA	1.50 1.49
912828F96	US Treasury Note 2% Due 10/31/2021	1,025,000.00	01/27/2017 1.94%	1,027,686.05 1,025,894.83	102.82 0.21%	1,053,908.08 8,616.76	1.20% 28,013.25	Aaa / AA+ AAA	1.59 1.55
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,360,000.00	03/13/2017 2.14%	1,335,407.68 1,350,521.57	102.92 0.22%	1,399,737.84 2,069.57	1.59% 49,216.27	Aaa / AA+ AAA	1.92 1.89
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,100,000.00	08/15/2017 1.82%	1,115,601.34 1,107,195.22	104.30 0.21%	1,147,351.70 5,907.97	1.30% 40,156.48	Aaa / AA+ AAA	2.25 2.20
912828L24	US Treasury Note 1.875% Due 8/31/2022	1,000,000.00	09/26/2017 1.87%	1,000,433.04 1,000,212.31	103.92 0.25%	1,039,180.00 1,630.43	1.18% 38,967.69	Aaa / AA+ AAA	2.42 2.37
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,240,000.00	10/17/2017 1.99%	1,226,243.75 1,233,061.01	103.72 0.26%	1,286,161.48 59.29	1.46% 53,100.47	Aaa / AA+ AAA	2.50 2.45
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,150,000.00	01/25/2018 2.46%	1,132,121.09 1,140,027.54	105.07 0.27%	1,208,308.45 6,176.51	1.37% 68,280.91	Aaa / AA+ AAA	2.75 2.67
912828T91	US Treasury Note 1.625% Due 10/31/2023	1,500,000.00	05/29/2019 2.05%	1,472,988.28 1,478,123.02	104.69 0.31%	1,570,371.00 10,245.54	1.79% 92,247.98	Aaa / AA+ AAA	3.59 3.47
912828V23	US Treasury Note 2.25% Due 12/31/2023	1,250,000.00	06/21/2019 1.80%	1,274,560.55 1,270,365.47	107.17 0.32%	1,339,648.75 7,108.52	1.52% 69,283.28	Aaa / AA+ AAA	3.75 3.60
912828B66	US Treasury Note 2.75% Due 2/15/2024	1,500,000.00	04/29/2019 2.31%	1,529,648.44 1,523,945.52	109.29 0.34%	1,639,336.50 5,212.91	1.86% 115,390.98	Aaa / AA+ AAA	3.88 3.70
912828X70	US Treasury Note 2% Due 4/30/2024	1,000,000.00	06/10/2019 1.92%	1,003,515.63 1,002,934.62	106.69 0.35%	1,066,875.00 8,406.59	1.22% 63,940.38	Aaa / AA+ AAA	4.08 3.91
912828XX3	US Treasury Note 2% Due 6/30/2024	1,450,000.00	12/12/2019 1.74%	1,466,595.70 1,465,496.65	106.92 0.36%	1,550,311.00 7,329.67	1.76% 84,814.35	Aaa / AA+ AAA	4.25 4.08
912828D56	US Treasury Note 2.375% Due 8/15/2024	1,500,000.00	03/05/2020 0.68%	1,611,093.75 1,609,314.06	108.74 0.36%	1,631,074.50 4,502.06	1.85% 21,760.44	Aaa / AA+ AAA	4.38 4.17
9128283D0	US Treasury Note 2.25% Due 10/31/2024	1,500,000.00	11/07/2019 1.77%	1,533,925.78 1,531,221.42	108.53 0.37%	1,627,968.00 14,186.13	1.86% 96,746.58	Aaa / AA+ AAA	4.59 4.34



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	2,000,000.00	03/18/2020 0.81%	2,030,859.38 2,030,637.37	103.67 0.37%	2,073,360.00 1,956.52	2.35% 42,722.63	Aaa / AA+ AAA	4.92 4.79
Total US Treasury		22,785,000.00	1.69%	22,973,872.29 22,976,601.09	0.27%	23,901,699.26 88,596.12	27.15% 925,098.17	Aaa / AA+ AAA	3.07 2.96
TOTAL PORTFOLIO				85,411,982.73 85,457,369.46	0.92%	87,974,033.30 399,887.97	100.00% 2,516,663.84	Aa1 / AA AAA	2.80 2.56
TOTAL MARKET VALUE PLUS ACCRUED						88,373,921.27			

Book Value Report

As of March 31, 2020



MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$4,390,879.31	\$1,466,212.95	\$1,514,747.38	\$1,409,918.98	\$4,390,879.31
Agency	\$28,991,656.05	\$3,565,185.85	\$7,415,684.47	\$18,010,785.73	\$28,991,656.05
Commercial Paper	\$1,743,630.00	\$1,743,630.00	\$0.00	\$0.00	\$1,743,630.00
Corporate	\$22,379,370.57	\$3,399,045.19	\$4,398,196.92	\$14,582,128.46	\$22,379,370.57
Money Market Fund FI	\$1,584,242.23	\$1,584,242.23	\$0.00	\$0.00	\$1,584,242.23
Municipal Bonds	\$918,839.47	\$0.00	\$0.00	\$918,839.47	\$918,839.47
Supranational	\$2,472,150.74	\$409,671.15	\$1,274,435.74	\$788,043.85	\$2,472,150.74
US Treasury	\$22,976,601.09	\$2,914,387.29	\$3,669,679.59	\$16,392,534.21	\$22,976,601.09
TOTAL	\$85,457,369.46	\$15,082,374.66	\$18,272,744.10	\$52,102,250.70	\$85,457,369.46

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ATTACHMENT A



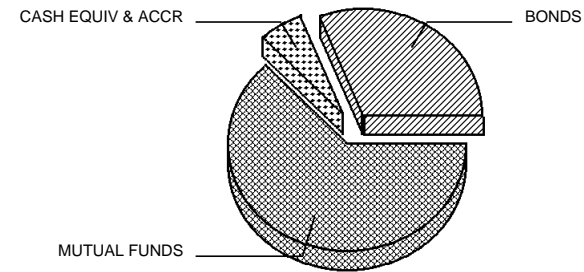
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ASSET SUMMARY

ASSETS	03/31/2020 MARKET	03/31/2020 BOOK VALUE	% OF MARKET
Cash And Equivalents	472,861.19	472,861.19	6.17
Corporate Issues	2,360,136.10	2,372,901.50	30.80
Mutual Funds-Equity	4,451,064.01	4,983,706.29	58.08
Mutual Funds-Fixed Income	365,735.27	370,483.72	4.77
Total Assets	7,649,796.57	8,199,952.70	99.82
Accrued Income	13,722.87	13,722.87	0.18
Grand Total	7,663,519.44	8,213,675.57	100.00

Estimated Annual Income **181,315.23**



ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl Z 31846V567 Asset Minor Code 1	373,613.140	373,613.14 1.0000	373,613.14	.00 .00	210.75	0.31
Total Money Markets	373,613.140	373,613.14	373,613.14	.00 .00	210.75	0.31
Cash						
Cash		1,156.05	1,156.05			
Pending Cash		98,092.00	98,092.00			
Total Cash	.000	99,248.05	99,248.05	.00 .00	.00	0.00
Total Cash And Equivalents	373,613.140	472,861.19	472,861.19	.00 .00	210.75	0.24
Corporate Issues						
At T Inc 4.250% 3/01/27 Standard & Poors Rating: BBB Moodys Rating: Baa2 00206RDQ2 Asset Minor Code 28	150,000.000	159,325.50 106.2170	165,376.50	- 6,051.00 - 9,730.50	531.25	4.00
Apple Inc 2.850% 2/23/23 Standard & Poors Rating: AA+ Moodys Rating: Aa1 037833BU3 Asset Minor Code 28	150,000.000	156,502.50 104.3350	158,403.00	- 1,900.50 - 34.50	451.25	2.73

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cisco Systems Inc 2.900% 3/04/21 Standard & Poors Rating: AA- Moody's Rating: A1 17275RAP7 Asset Minor Code 28	200,000.000	201,096.00 100.5480	207,884.00	- 6,788.00 - 1,630.00	435.00	2.88
Coca Cola Co The 2.250% 9/01/26 Standard & Poors Rating: A+ Moody's Rating: A1 191216BZ2 Asset Minor Code 28	150,000.000	154,308.00 102.8720	152,353.50	1,954.50 - 3,945.00	281.25	2.19
Constellation Brands 3.700% 12/06/26 Standard & Poors Rating: BBB Moody's Rating: Baa3 21036PAQ1 Asset Minor Code 28	.000	.00 98.2100	.00	.00 - 2,522.00	1,181.94	0.00
Walt Disney Mtn 1.950% 3/04/20 Standard & Poors Rating: N/R Moody's Rating: WR 25468PDP8 Asset Minor Code 28	.000	.00 100.0000	.00	.00 - 97.00	.00	0.00
Enterprise Products 4.150% 10/16/28 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 29379VBT9 Asset Minor Code 28	.000	.00 99.6590	.00	.00 - 946.00	.00	0.00
Exxon Mobil Corp 2.709% 3/06/25 Standard & Poors Rating: AA Moody's Rating: Aa1 30231GAF9 Asset Minor Code 28	100,000.000	103,479.00 103.4790	102,857.00	622.00 - 1,560.00	188.13	2.62
Huntington 2.625% 8/06/24 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 446150AQ7 Asset Minor Code 28	50,000.000	51,737.00 103.4740	50,542.50	1,194.50 - 174.00	200.52	2.54

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: A Moody's Rating: A2 45866FAD6 Asset Minor Code 28 Date Last Priced: 03/17/20	100,000.000	102,275.60 102.2756 @	104,231.00	- 1,955.40 - 7,178.40	1,250.00	3.67
Jp Morgan Chase Co 2.700% 5/18/23 Standard & Poors Rating: A- Moody's Rating: A2 46625HRL6 Asset Minor Code 28	75,000.000	76,972.50 102.6300	74,970.75	2,001.75 - 821.25	748.13	2.63
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	100,000.000	102,265.00 102.2650	103,111.00	- 846.00 - 3,998.00	351.39	2.69
Mondelez Int 4.000% 2/01/24 Standard & Poors Rating: BBB Moody's Rating: Baa1 609207AB1 Asset Minor Code 28	100,000.000	109,087.00 109.0870	109,303.00	- 216.00 394.00	666.67	3.67
Mondelez 3.625% 2/13/26 Standard & Poors Rating: BBB Moody's Rating: Baa1 609207AR6 Asset Minor Code 28	75,000.000	78,621.00 104.8280	80,224.50	- 1,603.50 - 4,992.75	362.50	3.46
Nike Inc 2.375% 11/01/26 Standard & Poors Rating: AA- Moody's Rating: A1 654106AF0 Asset Minor Code 28	150,000.000	152,553.00 101.7020	144,841.00	7,712.00 - 5,341.50	1,484.38	2.34

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Pnc Financial 3.500% 1/23/24 Standard & Poors Rating: A- Moody's Rating: A3 693475AV7 Asset Minor Code 28	100,000.000	100,568.00 100.5680	105,422.00	- 4,854.00 - 6,189.00	661.11	3.48
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	75,000.000	78,018.00 104.0240	73,932.75	4,085.25 - 1,446.00	865.10	2.64
Stryker Corp 3.375% 11/01/25 Standard & Poors Rating: A- Moody's Rating: Baa1 863667AH4 Asset Minor Code 28	100,000.000	105,746.00 105.7460	100,401.00	5,345.00 - 3,056.00	1,406.25	3.19
Suntrust Banks Inc 2.700% 1/27/22 Standard & Poors Rating: A- Moody's Rating: A3 867914BM4 Asset Minor Code 28	100,000.000	100,539.00 100.5390	100,346.00	193.00 - 1,700.00	480.00	2.69
Verizon 5.150% 9/15/23 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 92343VBR4 Asset Minor Code 28	200,000.000	222,142.00 111.0710	230,048.00	- 7,906.00 - 2,812.00	457.78	4.64
Visa Inc 2.200% 12/14/20 Standard & Poors Rating: AA- Moody's Rating: Aa3 92826CAB8 Asset Minor Code 28	200,000.000	200,782.00 100.3910	204,764.00	- 3,982.00 - 168.00	1,307.78	2.19
Wells Fargo Mtn 3.300% 9/09/24 Standard & Poors Rating: A- Moody's Rating: A2 94974BGA2 Asset Minor Code 28	100,000.000	104,119.00 104.1190	103,890.00	229.00 - 2,774.00	201.67	3.17

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Total Corporate Issues	2,275,000.000	2,360,136.10	2,372,901.50	- 12,765.40 - 60,721.90	13,512.10	3.06
Mutual Funds						
Mutual Funds-Equity						
Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	17,358.790	389,531.25 22.4400	387,708.87	1,822.38 - 48,227.64	.00	1.45
Dfa Large Cap Intl Port. 233203868 Asset Minor Code 98	13,866.909	246,830.98 17.8000	283,492.64	- 36,661.66 - 37,742.10	.00	3.84
Dodge & Cox International Stock Fund 256206103 Asset Minor Code 98	5,264.075	159,501.47 30.3000	184,818.62	- 25,317.15 - 28,907.70	.00	5.65
Dodge & Cox Stock Fund 256219106 Asset Minor Code 98	3,425.588	460,912.87 134.5500	578,515.68	- 117,602.81 - 98,028.62	.00	2.74
Harbor Capital Appreciaton CI R 411512528 Asset Minor Code 98	3,541.374	236,457.54 66.7700	223,194.05	13,263.49 - 29,379.83	.00	0.17
Hartford Schroders Emerging Markets 41665X859 Asset Minor Code 98	24,558.157	312,625.34 12.7300	331,560.64	- 18,935.30 - 52,631.40	.00	3.04
Ishares S P 500 Value Etf 464287408 Asset Minor Code 94	1,576.000	151,690.00 96.2500	198,139.27	- 46,449.27 - 25,244.52	.00	3.04
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	7,056.000	304,607.52 43.1700	321,395.43	- 16,787.91 - 79,394.43	.00	2.16

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0102 -19-02877-04



PARS/CITY OF BREA 115P
ACCOUNT 6746050800

Page 11 of 37
Period from March 1, 2020 to March 31, 2020

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Mfs International Growth R6 552746356 Asset Minor Code 98	5,163.048	155,820.79 30.1800	143,672.47	12,148.32 - 17,719.24	.00	1.27
Price T Rowe Growth Stk Fd Inc 741479406 Asset Minor Code 98	3,797.604	237,957.87 62.6600	217,608.95	20,348.92 - 30,804.41	.00	0.38
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	7,026.001	261,156.46 37.1700	418,574.43	- 157,417.97 - 96,312.78	.00	1.51
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	14,960.812	1,010,602.85 67.5500	1,054,672.34	- 44,069.49 - 135,557.39	.00	2.10
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	3,690.000	257,746.50 69.8500	309,266.15	- 51,519.65 - 57,041.18	.00	4.55
Victory Rs Small Cap Growth Fund 92647Q363 Asset Minor Code 98	4,303.671	265,622.57 61.7200	331,086.75	- 65,464.18 - 61,957.32	.00	0.00
Total Mutual Funds-Equity	115,588.029	4,451,064.01	4,983,706.29	- 532,642.28 - 798,948.56	.00	2.19
Mutual Funds-Fixed Income						
Vanguard Short Term Invst Grade #539 922031836 Asset Minor Code 99	34,831.930	365,735.27 10.5000	370,483.72	- 4,748.45 - 17,164.81	.02	2.92
Total Mutual Funds-Fixed Income	34,831.930	365,735.27	370,483.72	- 4,748.45 - 17,164.81	.02	2.92
Total Mutual Funds	150,419.959	4,816,799.28	5,354,190.01	- 537,390.73 - 816,113.37	.02	2.24

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PARS/CITY OF BREA 115P
ACCOUNT 6746050800

Page 12 of 37
Period from March 1, 2020 to March 31, 2020

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Total Assets	2,799,033.099	7,649,796.57	8,199,952.70	- 550,156.13 - 876,835.27	13,722.87	2.37
Accrued Income	.000	13,722.87	13,722.87			
Grand Total	2,799,033.099	7,663,519.44	8,213,675.57			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

@ No current price is available.



PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.87
Average Coupon	2.02%
Average Purchase YTM	1.67%
Average Market YTM	0.20%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	1.93 yrs
Average Life	1.93 yrs

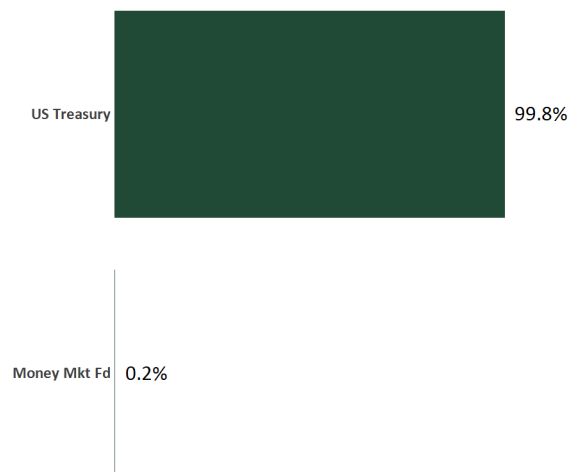
ACCOUNT SUMMARY

	Beg. Values as of 2/29/20	End Values as of 3/31/20
Market Value	272,602	273,727
Accrued Interest	1,144	1,056
Total Market Value	273,745	274,783
Income Earned	356	379
Cont/WD		-2,680
Par	266,678	264,541
Book Value	267,355	265,142
Cost Value	270,686	268,549

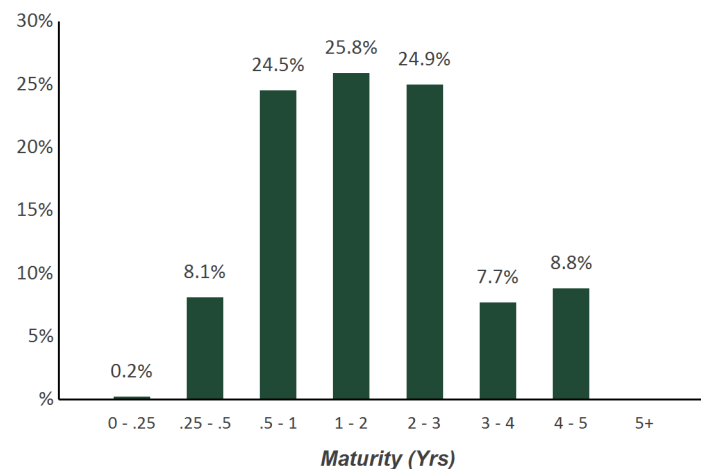
TOP ISSUERS

Government of United States	99.8%
Invesco Treasury Portfolio MMF	0.2%
Total	100.0%

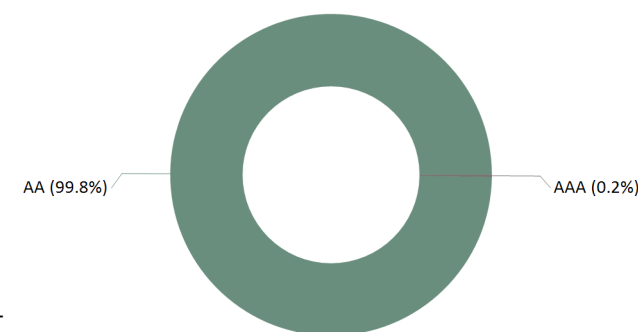
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	5/31/2010
Brea Lease Revenue Bonds, Reserve Account	1.36%	2.97%	2.97%	5.94%	4.46%	2.88%	2.06%	N/A	2.32%
ICE BAML 3-Month US Treasury Bill Index	0.29%	0.57%	0.57%	2.25%	2.19%	1.83%	1.19%	N/A	0.65%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$267,354.76
Acquisition		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$542.59	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$542.59
Dispositions		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$2,680.39	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$2,680.39
Amortization/Accretion		
+/- Net Accretion	(\$75.33)	
		(\$75.33)
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$265,141.63

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$2,678.43
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$540.63	
Dividend Received	\$1.96	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$542.59	
Dispositions		
Withdrawals	\$2,680.39	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$2,680.39	
ENDING BOOK VALUE		\$540.63



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	540.63	Various 0.02%	540.63 540.63	1.00 0.02%	540.63 0.00	0.20% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		540.63	0.02%	540.63 540.63	0.02%	540.63 0.00	0.20% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828XM7	US Treasury Note 1.625% Due 7/31/2020	22,000.00	08/24/2016 1.03%	22,506.25 22,042.66	100.50 0.13%	22,110.00 59.91	8.07% 67.34	Aaa / AA+ AAA	0.33 0.34
912828WC0	US Treasury Note 1.75% Due 10/31/2020	22,000.00	Various 1.45%	22,276.59 22,036.68	100.97 0.09%	22,213.14 161.83	8.14% 176.46	Aaa / AA+ AAA	0.59 0.58
912828A83	US Treasury Note 2.375% Due 12/31/2020	22,000.00	08/24/2016 1.08%	23,208.35 22,208.36	101.73 0.07%	22,379.85 132.06	8.19% 171.49	Aaa / AA+ AAA	0.75 0.74
912828B90	US Treasury Note 2% Due 2/28/2021	22,000.00	08/24/2016 1.10%	22,868.90 22,175.57	101.76 0.08%	22,386.72 38.26	8.16% 211.15	Aaa / AA+ AAA	0.92 0.91
912828WN6	US Treasury Note 2% Due 5/31/2021	20,000.00	07/11/2016 1.01%	20,937.57 20,223.36	102.15 0.15%	20,430.46 134.43	7.48% 207.10	Aaa / AA+ AAA	1.17 1.15
912828F21	US Treasury Note 2.125% Due 9/30/2021	25,000.00	10/27/2016 1.38%	25,879.97 25,267.71	102.89 0.19%	25,722.65 1.45	9.36% 454.94	Aaa / AA+ AAA	1.50 1.48
912828J43	US Treasury Note 1.75% Due 2/28/2022	24,000.00	04/24/2017 1.84%	23,905.39 23,962.67	102.92 0.22%	24,701.26 36.52	9.00% 738.59	Aaa / AA+ AAA	1.92 1.89
912828L24	US Treasury Note 1.875% Due 8/31/2022	23,000.00	09/18/2017 1.84%	23,039.61 23,019.33	103.92 0.25%	23,901.14 37.50	8.71% 881.81	Aaa / AA+ AAA	2.42 2.37
912828N30	US Treasury Note 2.125% Due 12/31/2022	20,000.00	01/09/2018 2.31%	19,825.00 19,903.25	105.07 0.27%	21,014.06 107.42	7.69% 1,110.81	Aaa / AA+ AAA	2.75 2.67
9128284D9	US Treasury Note 2.5% Due 3/31/2023	22,000.00	06/13/2018 2.84%	21,669.14 21,793.28	106.60 0.29%	23,451.49 1.50	8.54% 1,658.21	Aaa / AA+ AAA	3.00 2.91
912828T91	US Treasury Note 1.625% Due 10/31/2023	20,000.00	02/21/2019 2.52%	19,214.84 19,400.12	104.69 0.31%	20,938.28 136.61	7.67% 1,538.16	Aaa / AA+ AAA	3.59 3.47



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	22,000.00	06/18/2019	22,676.33	108.80	23,937.03	8.79%	Aaa / AA+	4.13
			1.84%	22,568.01	0.35%	208.52	1,369.02	AAA	3.91
Total US Treasury		264,000.00	1.67%	268,007.94 264,601.00	0.20%	273,186.08 1,056.01	99.80% 8,585.08	Aaa / AA+ AAA	1.93 1.88
TOTAL PORTFOLIO		264,540.63	1.67%	268,548.57 265,141.63	0.20%	273,726.71 1,056.01	100.00% 8,585.08	Aaa / AA+ AAA	1.93 1.87
TOTAL MARKET VALUE PLUS ACCRUED						274,782.72			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.23
Average Coupon	2.17%
Average Purchase YTM	2.56%
Average Market YTM	0.23%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.30 yrs
Average Life	2.30 yrs

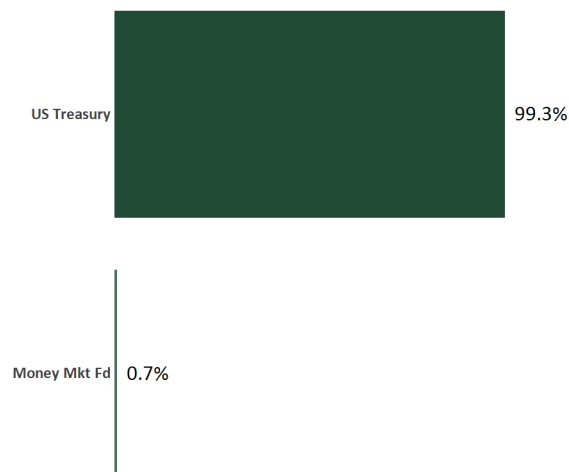
ACCOUNT SUMMARY

	Beg. Values as of 2/29/20	End Values as of 3/31/20
Market Value	682,215	694,095
Accrued Interest	3,384	2,064
Total Market Value	685,599	696,158
Income Earned	1,357	1,445
Cont/WD		0
Par	661,994	664,549
Book Value	658,199	660,964
Cost Value	653,305	655,861

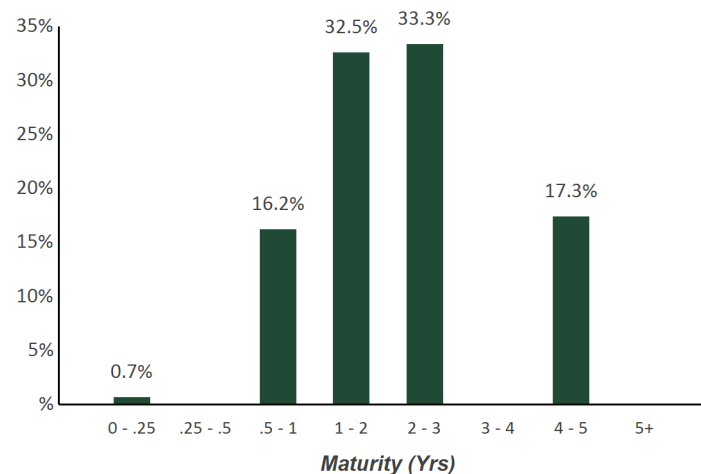
TOP ISSUERS

Government of United States	99.3%
Invesco Treasury Portfolio MMF	0.7%
Total	100.0%

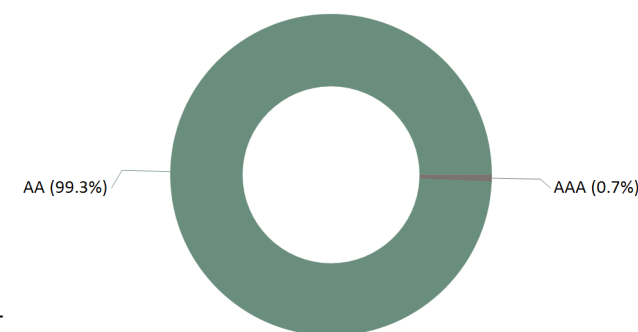
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	6/30/2018
Brea CFD 2008 2 17 Reserve Fund	1.54%	3.44%	3.44%	6.49%	N/A	N/A	N/A	N/A	5.47%
ICE BAML 3-5 Yr US Treasury/Agency Index	2.21%	5.30%	5.30%	9.06%	N/A	N/A	N/A	N/A	7.36%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$658,199.05
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$2,555.71	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$2,555.71
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$209.28	
		\$209.28
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$660,964.04

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$1,993.75
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$2,543.75	
Dividend Received	\$11.96	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$2,555.71	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$4,549.46



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	4,549.46	Various 0.02%	4,549.46 4,549.46	1.00 0.02%	4,549.46 0.00	0.65% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		4,549.46	0.02%	4,549.46 4,549.46	0.02%	4,549.46 0.00	0.65% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828A83	US Treasury Note 2.375% Due 12/31/2020	110,000.00	06/28/2018 2.58%	109,467.19 109,840.62	101.73 0.07%	111,899.26 660.30	16.17% 2,058.64	Aaa / AA+ AAA	0.75 0.74
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	06/28/2018 2.64%	108,242.58 109,191.50	102.89 0.19%	113,179.66 6.39	16.26% 3,988.16	Aaa / AA+ AAA	1.50 1.48
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	06/13/2018 2.79%	105,986.72 107,932.64	102.92 0.22%	113,214.09 167.39	16.29% 5,281.45	Aaa / AA+ AAA	1.92 1.89
912828L24	US Treasury Note 1.875% Due 8/31/2022	110,000.00	06/13/2018 2.82%	105,887.89 107,643.35	103.92 0.25%	114,309.80 179.35	16.45% 6,666.45	Aaa / AA+ AAA	2.42 2.37
9128284D9	US Treasury Note 2.5% Due 3/31/2023	110,000.00	06/13/2018 2.84%	108,345.70 108,966.42	106.60 0.29%	117,257.47 7.51	16.84% 8,291.05	Aaa / AA+ AAA	3.00 2.91
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	110,000.00	06/18/2019 1.84%	113,381.64 112,840.05	108.80 0.35%	119,685.17 1,042.58	17.34% 6,845.12	Aaa / AA+ AAA	4.13 3.91
Total US Treasury		660,000.00	2.58%	651,311.72 656,414.58	0.23%	689,545.45 2,063.52	99.35% 33,130.87	Aaa / AA+ AAA	2.31 2.24
TOTAL PORTFOLIO		664,549.46	2.56%	655,861.18 660,964.04	0.23%	694,094.91 2,063.52	100.00% 33,130.87	Aaa / AA+ AAA	2.30 2.23
TOTAL MARKET VALUE PLUS ACCRUED						696,158.43			

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 05/05/2020
SUBJECT: Successor Agency Disbursement Register for April 24, 2020

RECOMMENDATION

Recieve and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Attachments

04-24-20 SA Disbursement Register

Successor Agency Disbursement Register

Between Apr 20, 2020 12:00 AM and Apr 24, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2801	CITY OF BREA	04/24/2020	1003	511	REIMB COST 19/20 FEB	\$2,341.77
		04/24/2020	1003	511	REIMB COST 19/20 MAR	\$2,336.14
CITY OF BREA					Total Check Amount:	\$4,677.91
2802	RICHARDS WATSON & GERSHON	04/24/2020	2280	511000000	GEN LEGAL SVCS JAN20	\$967.50
RICHARDS WATSON & GERSHON					Total Check Amount:	\$967.50
Check Subtotal						\$5,645.41
TOTAL						\$5,645.41

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/05/2020

SUBJECT: Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending March 31, 2020

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is in accordance with Government Code Section 53607 and contains information on the investment activities for the month of March. Funds received by the Successor Agency are typically spent within three to six months; therefore are not invested long-term. The Successor Agency's Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account until funds are required to meet expenditures needs. Attachment A includes a Portfolio Summary and Holdings Report prepared by Chandler Asset Management for the funds invested on behalf of the Successor Agency. As of March 31, 2020, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$18,788.90 in comparison to \$18,760.54 at February 29, 2020. The Successor Agency to the Brea Redevelopment Agency has sufficient cash flow to meet its expected expenditures for the next six months.

The Successor Agency also has restricted (fiscal agent) cash and investment accounts related to its various bond reserve accounts which are managed by Chandler Asset Management. Attachment A includes a portfolio report from Chandler Asset Management for each bond reserve account that is invested. As of March 31, 2020, the market value of these funds, including short-term cash and accrued interest was \$12,879,384.12 as compared to \$12,991,097.01 as of February 29, 2020.

COMMISSION/COMMITTEE RECOMMENDATION

On April 27, 2020, the Investment Advisory Committee reviewed the Monthly Report of Investments and recommended that the City Council receive and file.

FISCAL IMPACT/SUMMARY

During the month of March, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$28.36 due to market rate adjustments. The total value of the restricted cash and investments decreased by \$111,712.89 primarily due to a debt service payment for the 2016 Tax Allocation Refunding Bonds.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
 March 31, 2020

		Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 1,921,648.24	\$ 1,921,648.24
Local Agency Investment Fund	LAIF	\$ 18,700.43	\$ 18,788.90
<u>Fiscal Agent Cash & Investments</u>			
2004 Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 330,555.55	\$ 330,555.55
2010 Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 981,645.35	\$ 981,645.35
2013 Tax Allocation Bonds	Chandler/BNY	\$ 9,286,806.57	\$ 9,286,806.57
2016 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,226,467.67	\$ 1,226,467.67
2017 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,053,908.98	\$ 1,053,908.98
Sub-total - Fiscal Agent Cash & Investments		\$ 12,879,384.12	\$ 12,879,384.12
Grand Total		\$ 14,819,732.79	\$ 14,819,821.26

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency Cash and Investment Information

March 31, 2020

Fiscal Agent Cash & Investments Detail	Cost Value	Market Value
2004 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 330,555.55	\$ 330,555.55
Sub-total	\$ 330,555.55	\$ 330,555.55
2010 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 981,645.35	\$ 981,645.35
Sub-total	\$ 981,645.35	\$ 981,645.35
2013 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 9,286,806.57	\$ 9,286,806.57
Sub-total	\$ 9,286,806.57	\$ 9,286,806.57
2016 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 1,226,467.67	\$ 1,226,467.67
Sub-total	\$ 1,226,467.67	\$ 1,226,467.67
2017 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 1,053,908.98	\$ 1,053,908.98
Sub-total	\$ 1,053,908.98	\$ 1,053,908.98
Report Grand Total	\$ 12,879,384.12	\$ 12,879,384.12

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	1.74%
Average Purchase YTM	1.74%
Average Market YTM	1.74%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 2/29/20	End Values as of 3/31/20
Market Value	18,700	18,700
Accrued Interest	60	88
Total Market Value	18,761	18,789
Income Earned	28	28
Cont/WD		0
Par	18,700	18,700
Book Value	18,700	18,700
Cost Value	18,700	18,700

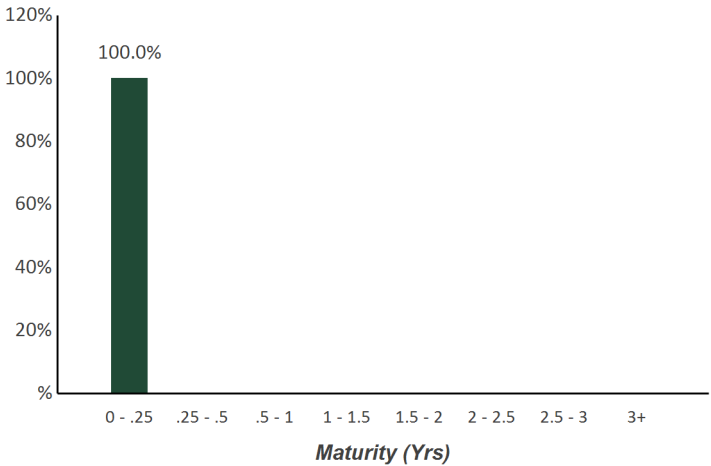
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

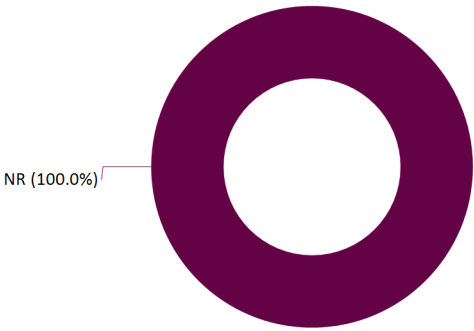
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of March 31, 2020

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	18,700.43	Various 1.74%	18,700.43 18,700.43	1.00 1.74%	18,700.43 88.47	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		18,700.43	1.74%	18,700.43	1.74%	18,700.43 88.47	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		18,700.43	1.74%	18,700.43	1.74%	18,700.43 88.47	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						18,788.90			