



FINANCE COMMITTEE AGENDA

**Tuesday, June 30, 2020
8:30 AM**

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

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

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee Meeting will be held on June 30, 2020 at 8:30 AM in-person and via a teleconference. To provide comments in person, the Executive Conference Room will be open to a limited number of members from the public on a first come first served basis in observance of social distancing guidelines; masks will be required. To provide comments by teleconference, the Dial-in Number is (714) 671-3685 and Participant Code is 727-834-72. The agenda packet can be viewed on the City of Brea website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676.

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

CALL TO ORDER / ROLL CALL

1. Matters from the Audience

CONSENT

2. **Action Minutes for June 9, 2020 Meeting** - Approve.

DISCUSSION

3. **Acceptance of Contract and Notice of Completion for Contract with Big Ben, Inc. for 375-395 Central Avenue Sewer Improvements, CIP No. 7627** - Accept project as complete and authorize City Clerk to record Notice of Completion and to release the Payment and Performance Bond upon notification from the Public Works Department.
4. **Approve Plans and Specifications, Receive Bids, and Award Contract with Big Ben, Inc. in the Amount of \$5,138,722.64 for the North Hills Tract Water Improvements and Northwood Avenue Main Water and Sewer Replacement, Project Nos. 7459 7460, 7431 and 7628** - Approve the Plans and Specifications; Receive bids, Award Contract to the lowest responsive and responsible bidder, Big Ben, Inc. in the amount of \$5,138,722.64; and Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

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

5. **Maintenance Agreement for Slurry Seal Program** - Accept proposal and enter into a contract agreement with Doug Martin Contracting Company, Inc., for street slurry seal program at various locations throughout the City.
6. **Approve Plans and Specifications, Receive Bids, and Award Contract with R.J. Noble Company in the amount of \$458,507.50 for the Alley Rehab. Projects** - Approve the Plans and Specifications; Receive bids; Award Contract to the lowest responsive and responsible bidder, RJ Noble Company in the amount of \$458,507.50; and, Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.
7. **Amendment No. 1 to Professional Services Agreement with LPA, Inc. for Parks, Recreation and Human Services Planning Services** - Approve Amendment No. 1 with LPA, Inc. in a not-to-exceed amount of \$6,646.24 resulting in a total contract amount not-to-exceed \$56,646.24 and appropriate \$6,646.24 from Park Development Reserves (Fund 250).
8. **Extension of the Lateral Police Officer Bonus Incentive Pilot Program** - Continue for an additional year the lateral police officer recruitment incentive bonus pilot program.
9. **Approval of Fiscal Year 2020-21 Property Tax Rate to Fund the City's Paramedic Program**
- Approve resolution.
10. Schedule Next Meeting: July 14, 2020

cc: Mayor Pro Tem Steven Vargas
Council Member Glenn Parker

Special Accommodations

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

City of Brea

FINANCE COMMITTEE COMMUNICATION

FROM: Bill Gallardo

DATE: 06/30/2020

SUBJECT: Action Minutes for June 9, 2020 Meeting - Approve.

Attachments

06-09-2020 Minutes



FINANCE COMMITTEE MINUTES

**Tuesday, June 9, 2020
8:30 AM**

Teleconference Dial-in Number: (714) 671-3685

Participant Code: 130-326-44

Direct Dial Extension: 1113

This meeting was conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee Meeting was held via a teleconference call at which time the public was welcome to participate.

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Cecilia Hupp, Chris Emeterio, Tony Olmos, Cindy Russell, Tracy Steinkruger, Bill Bowlus, Rudy Correa, Michael Ho, Faith Madrazo, Chris Nigg, Alicia Brenner, Jenn Colacion, Brian Ingallinera and Linda Tang

1. Matters from the Audience – *Tracy Steinkruger provided the Committee an update regarding staff's intention to submit a non-competitive grant application in the amount of \$150,000 through the Local Early Action Planning (LEAP) Program to offset costs for the City's Housing Element Update efforts. The grant application deadline is currently July 1, 2020 and staff anticipate bringing this item to the June 16, 2020 City Council Meeting for consideration.*

CONSENT

2. Approval of Minutes of May 26, 2020 Meeting – *Receive and File.*

DISCUSSION

3. Professional Services Agreement with HF&H Consultants, LLC for Solid Waste SB 1383 Contracting Assistance in the Amount Not-to-Exceed \$30,000 – *Mayor Marty Simonoff abstained from making any recommendation. Item recommended to be brought to the June 16, 2020 Study Session for further discussion.*
4. Interim Contract with Western Golf Properties for Birch Hills Golf Course and Funding for the Maintenance, Operations and Other Related Costs – *The Committee discussed item and recommended the scope of services be revised to include language regarding the inclusion of golf youth program(s) and a strong Marshal Program. Item recommended to be brought to the June 16, 2020 Study Session for further discussion.*
5. Extend Landscape Maintenance Contracts for Six Months in Maintenance Districts 1, 3, 5 and 6 – *Recommended for City Council Approval. Contract extensions for all other landscape maintenance areas not listed in the agenda title are forwarded to City Council with no recommendation.*

6. Consideration of First Amendment to the Communications Facility Lease Agreement with Los Angeles Standard Metropolitan Statistical Area (SMSA) Limited Partnership, dba Verizon Wireless at the Downtown Parking Structure – *Recommended for City Council Approval.*
7. Approve the Agreement with Fuscoe Engineering, Inc. to Provide NPDES Stormwater Management Services – *The Committee discussed item and recommended the agreement and staff report be revised to clarify that any cost increase as part of the term of the agreement shall be approved by City Council. Recommended for City Council Approval.*
8. 3rd Floor Remodel - COVID-19 Update - Verbal Update: Jenn Colacion
Jenn Colacion provided an update on the 3rd Floor Remodel including a request in the amount of \$75,000 to install clear panels on top of the 94 new workstations raising the workstation height from 50 inches to 66 inches. This request will provide additional safety measures as a result of the COVID-19 pandemic. The Committee discussed item and recommended for City Council approval.
In addition, Tony Olmos provided an update to the Committee regarding the proposed award of construction of the private offices located on the 3rd Floor to People Space and further discussion to be brought to the June 16, 2020 Study Session. Tony Olmos mentioned that the proposed construction costs are within budget. However, there may be a possibility that the total project cost will go over budget.
9. Fire Services - FY 2020-21 Budget Decision Package Review - Verbal Update
A handout of the three Fire decision packages were disseminated to the Committee for review. Chris Nigg provided an overview of the decision packages and the Committee recommended for City Council approval.
10. Schedule Next Meeting: Tuesday, June 9, 2020 – *Correction was made to the meeting date to Tuesday, June 30, 2020.*

Meeting adjourned: 8:47 a.m.

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

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 06/30/2020

SUBJECT: Acceptance of Contract and Notice of Completion for Contract with Big Ben, Inc. for 375-395 Central Avenue Sewer Improvements, CIP No. 7627

RECOMMENDATION

1. Accept project as complete and authorize City Clerk to record Notice of Completion; and
2. Authorize City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.

BACKGROUND/DISCUSSION

The City Council awarded a Construction Contract ("Contract") to Big Ben, Inc. ("Big Ben") on November 19, 2019, in the amount of \$296,167.50 for the 375-395 Central Avenue Sewer Improvements, Capital Improvement Program (CIP) No. 7627 ("Project"), and approved up to a 10% Contract contingency for a total approved Contract budget of \$325,000.

The scope of work for the Project included removal of an existing 6" sewer main, upsizing this line to an 8" sewer main, replacement of sewer manholes, and sewer main tie-in's at Site Drive and Central Avenue. The new 8" sewer line traverses through the commercial property at 375-395 Central Avenue within an existing sewer easement dedicated to the City (Attachment A). The project was completed on April 22, 2020.

The amount of Contract Change Orders ("CCO") approved on the Project is \$27,117.68, which equates to 9.2% of the original Contract amount of \$296,167.50. There were two main CCO's to the Project, with some minor quantity adjustments as follows:

- CO#1 - Unforeseen obstruction within the pipe trench area related to a storm drain crossing.
- CCO#2 - Trench issues within the existing 6" sewer line trench, which required added time and materials to remove the existing line and install the new 8" sewer line.

Therefore, with the CCO's, the final Contract total cost is \$323,285.18. The improvements have been completed and staff is recommending the City Council approve the Acceptance of Work performed by Big Ben.

The following is a summary of contract costs:

Original Construction Contract Amount	\$296,167.50
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Approved Change Orders	\$27,117.68
Big Ben Construction Contract Amount	\$323,285.18
Approved Construction Contract Budget	\$325,000.00
Remaining Construction Contract Balance	\$1,714.82

SUMMARY/FISCAL IMPACT

The final Contract amount is \$323,285.18, which is under the approved construction Contract budget. The source of funds is from the Sewer Utility Fund (Fund 430) (\$325,000). Once the Project is closed-out, any remaining unspent funds will be re-allocated back to Fund 430.

The Project removed and capped/plugged the existing 6" sewer main, upsized the pipe to an 8" sewer main, replaced the existing sewer manholes, and connected the new line into the main at Site Drive and Central Avenue. The Project was completed to the satisfaction of the City Engineer, and Big Ben has completed the Project and fulfilled its obligations to the City pursuant to the Project Contract. Therefore, staff is recommending the City Council accept the Project as complete and authorize the City Clerk to record a Notice of Completion (Attachment B). Additionally, staff is recommending authorizing the City Clerk to release the Payment and Performance Bonds upon notification from the Public Works Department.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

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

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

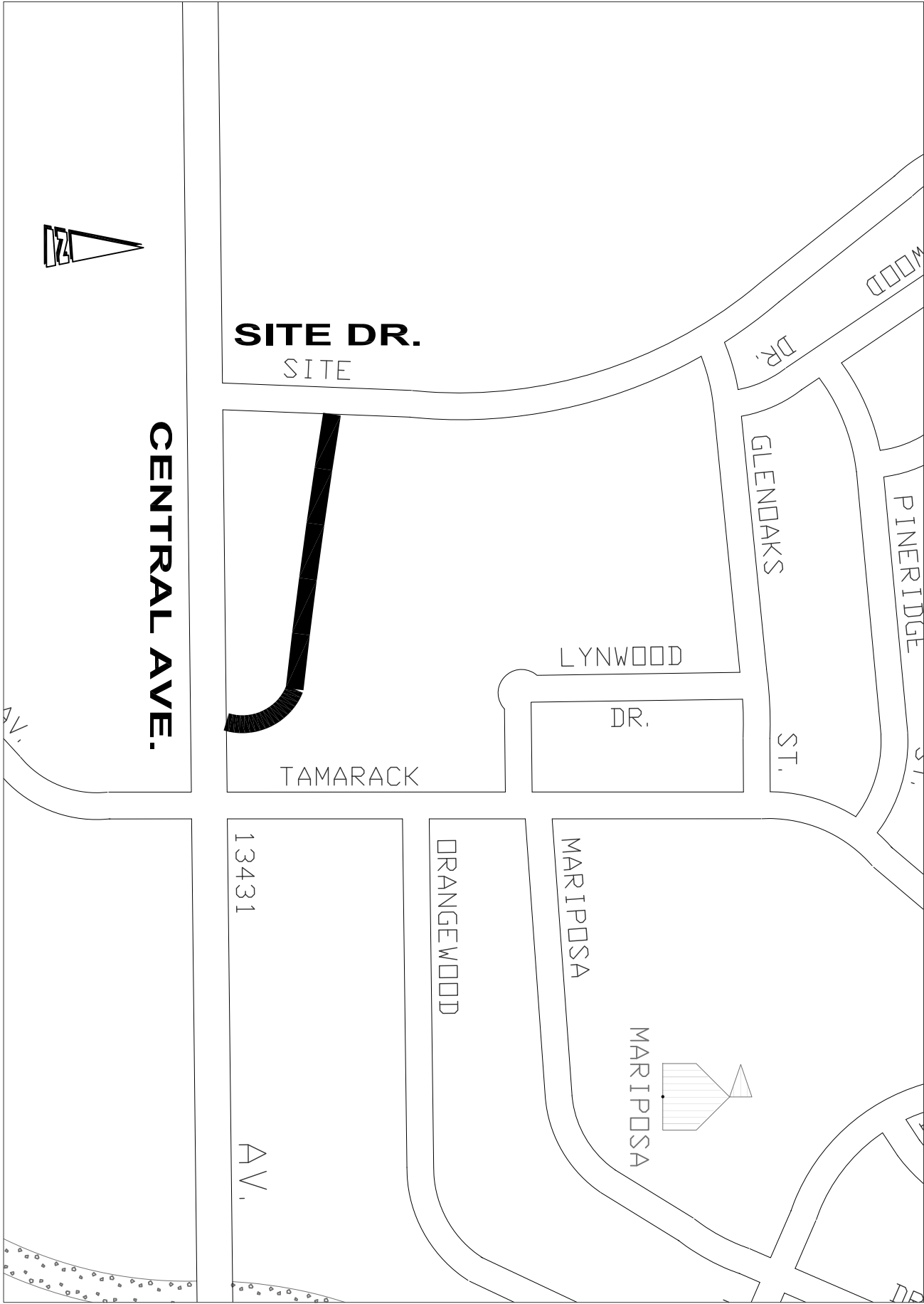
Attachments

Location Map

Notice of Completion

PROJECT 7627

SEWER MAINLINE REPLACEMENT 6" to 8" AT 395 CENTRAL AVE.



VICINITY MAP

NOT TO SCALE

<p style="text-align: center;">RECORDING REQUESTED BY</p> <p style="text-align: center;">AND WHEN RECORDED MAIL TO</p> <p>Name City of Brea</p> <p>Street</p> <p>Address 1 Civic Center Circle</p> <p>City &</p> <p>State Brea, CA 92821</p> <p>Zip</p>	
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Free recording requested per Government Code Section 27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lillian Harris-Neal, City Clerk, City of Brea

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Brea (NAME)
3. The full address of the undersigned is 1 Civic Center Circle
Brea, CA

92821

(NUMBER AND STREET, CITY, STATE, ZIP)

4. The nature of the title or the undersigned is Owner-In-Fee
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names	Addresses

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commence of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names	Addresses

7. A work of improvement on the property hereinafter described was completed on April 22, 2020.
8. The name of the original contractor, if any, for the work of improvement was Big Ben, Inc.
(NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was Sewer Main Replacement.
9. The property on which the work of improvement was completed is in the City of Brea, County of Orange, State of California, and is described as follows: 375-395 Central Avenue Sewer Improvements , CIP No. 7627.
10. The street address of the said property is 375-395 Central Avenue.

Dated: 2020.

(SIGNATURE)
Michael S. Ho P.E., Deputy Director/City Engineer (TYPED NAME)

VERIFICATION

I, the undersigned, say:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Brea, California, this _____ day of _____, 2020.

(SIGNATURE)
Michael S. Ho P.E., Deputy Director/City Engineer

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 06/30/2020

SUBJECT: Approve Plans and Specifications, Receive Bids, and Award Contract with Big Ben, Inc. in the amount of \$5,138,722.64 for the North Hills Tract Water Improvements and Northwood Avenue Main Water and Sewer Replacement, Project Nos. 7459 7460, 7431 and 7628

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bids, Award Contract to the lowest responsive and responsible bidder, Big Ben, Inc., in the amount of \$5,138,722.64; and,
3. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

The North Hills Tract Improvement Project consists the following four (4) Capital Improvement Projects.

- 7459 – North Hills West Tract Water Improvements
- 7460 – North Hills East Tract Water Improvements
- 7431 – Northwood Water Main Replacement
- 7628 – Northwood Avenue Sewer Replacement

The scope of work for the Project includes, but is not limited to: replacing approximately 15,600 linear feet of existing water mains, replacing 530 linear feet of existing sewer mains, replacement of water main valves and fittings, water services connections, cap/plug old water main, grinding AC pavement, removing AC pavement, placement of AC pavement, slurry seal, re-striping, updating ADA ramps, and adjusting water valve and utility manholes. The project will be in two phases to allow minimal impacts during construction.

Final Plans and Specifications ("Bid Documents") were advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper on March 12, 2020, and again on March 19, 2020, 13 business days prior to bid opening. A copy of the Bid Documents are available at the City Clerk's office for review. There was one addendum to the Specifications, which provided bidder clarifications to several Bidders Request for Interpretation submittals, replaced Bid Schedule B, and provided additional clarifications on the bid proposal submittal process with respect to the Covid-19 situation. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid.

On March 31, 2020, staff received a total of 17 bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$5,138,722.64 from Big Ben, Inc. ("Big Ben") from Irvine, California (see Attachment B). Furthermore, one of the Bidders (Ferreira) was disqualified due to the fact that they did not use Addendum No. 1 Revised Bid Schedule B as part of their bid proposal.

Below are the results of the 16 qualified responsive bids received within Table 1, not including the disqualified bidder (Ferreira):

Table 1 – Total Bid Summary

Bidder Number	Bidder	Amount Bid
1	Big Ben, Inc.	\$5,138,722.64
2	Sully Miller Contracting Company	\$5,198,000.00
3	Stephen Doreck Equipment Rentals, Inc.	\$5,477,147.25
4	Kana Pipeline, Inc.	\$5,682,030.00
5	Teichert Energy Utilities Group Co.	\$5,764,092.00
6	T.E. Roberts, Inc.	\$5,838,067.96
7	Vido Artukovich & Son, Inc.	\$6,024,872.95
8	Lucas Builders, Inc.	\$6,039,571.66
9	Gentry Brothers, Inc.	\$6,109,097.60
10	Mamco, Inc. dba Alabbasi	\$6,177,777.00
11	JA Salazar Construction & Supply Corp.	\$6,273,589.68
12	Boudreau Pipeline	\$6,457,607.87
13	Colich & Sons L.P.	\$7,100,612.60
14	Lone Rock, Inc.	\$7,558,831.86
15	Dominguez General Engineering, Inc.	\$7,594,956.15
16	Christensen Brothers General Engineering, Inc.	\$7,809,413.90
	Engineer's Estimate	\$6,460,000.00

As depicted within Table 1, the apparent lowest bid price from Big Ben, Inc. was less than the Engineer's Estimate (EE) by approximately \$1,321,000. Based on the other bid amounts, the EE was within the top range of bids and the lowest three bids were very competitive.

Big Ben, Inc. has been in the construction business since 1999 and has completed construction of similar pipeline improvement projects for the City of Fullerton, City of Covina, and City of Sierra Madre. They are also completing the 375-395 Central Avenue Sewer Improvements for the City of Brea. Their California Contractor's license 774444 – A (General Engineering) and Department of Industrial Relations registration number 1000007466 has been verified by staff and their bid package met the City requirements. In addition, staff contacted the Cities of Covina and Fullerton, where the contractor received a favorable review. Based on the aforementioned bid review, staff has determined Big Ben, Inc. 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, Big Ben, Inc. in the amount of \$5,138,722.64 (see Attachment C).

SUMMARY/FISCAL IMPACT

The total cost for the Project is estimated at \$6,523,595 based on the apparent low bid amount of \$5,138,722.64, a 10% contingency, design, and construction engineering costs. The approved budget within the FY 2020-2021 CIP for the Project is \$6,682,000, which includes CIP 7431, 7459, 7460, and 7628 funding. The sources of funds within the approved budget for the four CIP projects are from the Water Utility Fund (420), Gas Tax (220), Measure M2 (260), and Sewer Utility Fund (430). There is sufficient approved funding in the combined CIP projects for the Project to complete the estimated expenses, with approximately \$158,405 remaining in the Project funding. Therefore, there is no impact to the General Fund from this Project.

The Project will: replace various water mains and a sewer main on Northwood Avenue from Sandalwood Drive to La Canada Drive; construct various water and sewer infrastructure; rehabilitate the pavement on various streets; and update ADA ramps within the North Hills Tract Subdivision. If the City Council approves staff recommendations, the Project is anticipated to start construction in early August 2020 and be completed by April 2021.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

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

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

Attachments

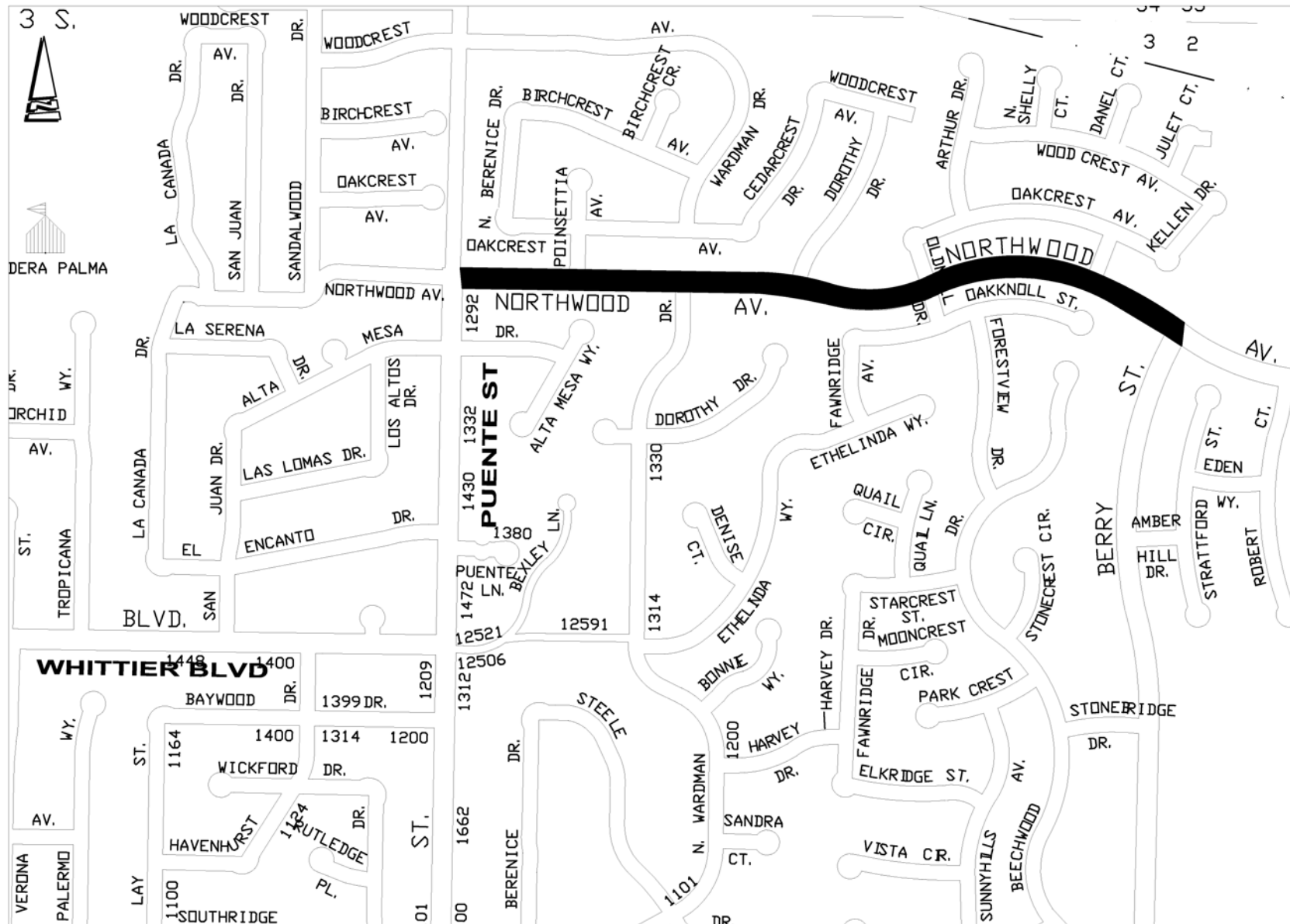
Location Maps

Attachment B - Proposal

Attachment C - Construction Contract Agreement

PROJECT 7431

NORTHWOOD AVE WATER MAIN REPLACEMENT

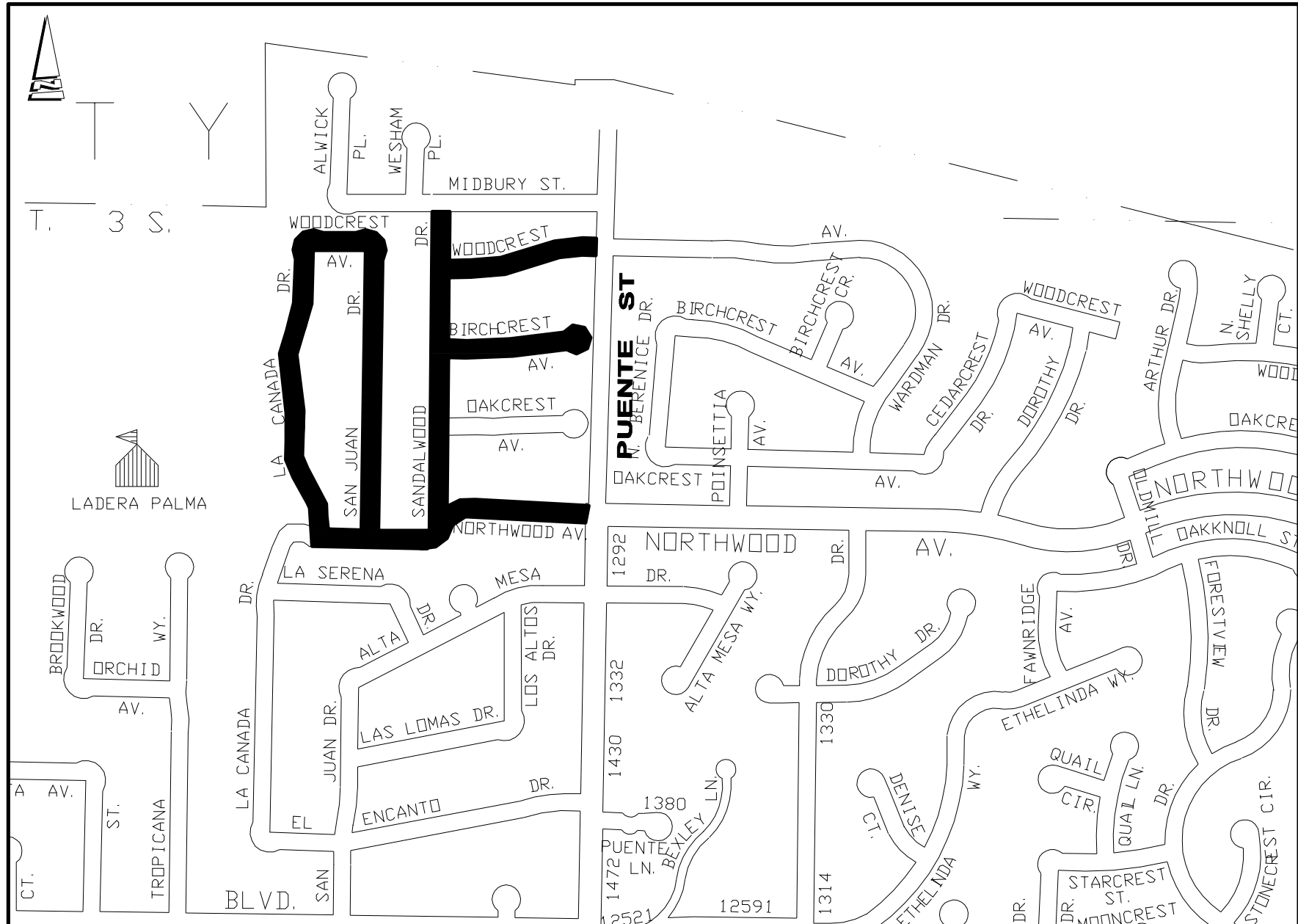


VICINITY MAP

NOT TO SCALE

PROJECT 7459

NORTH HILLS WEST TRACT WATER IMPROVEMENTS



VICINITY MAP

NOT TO SCALE

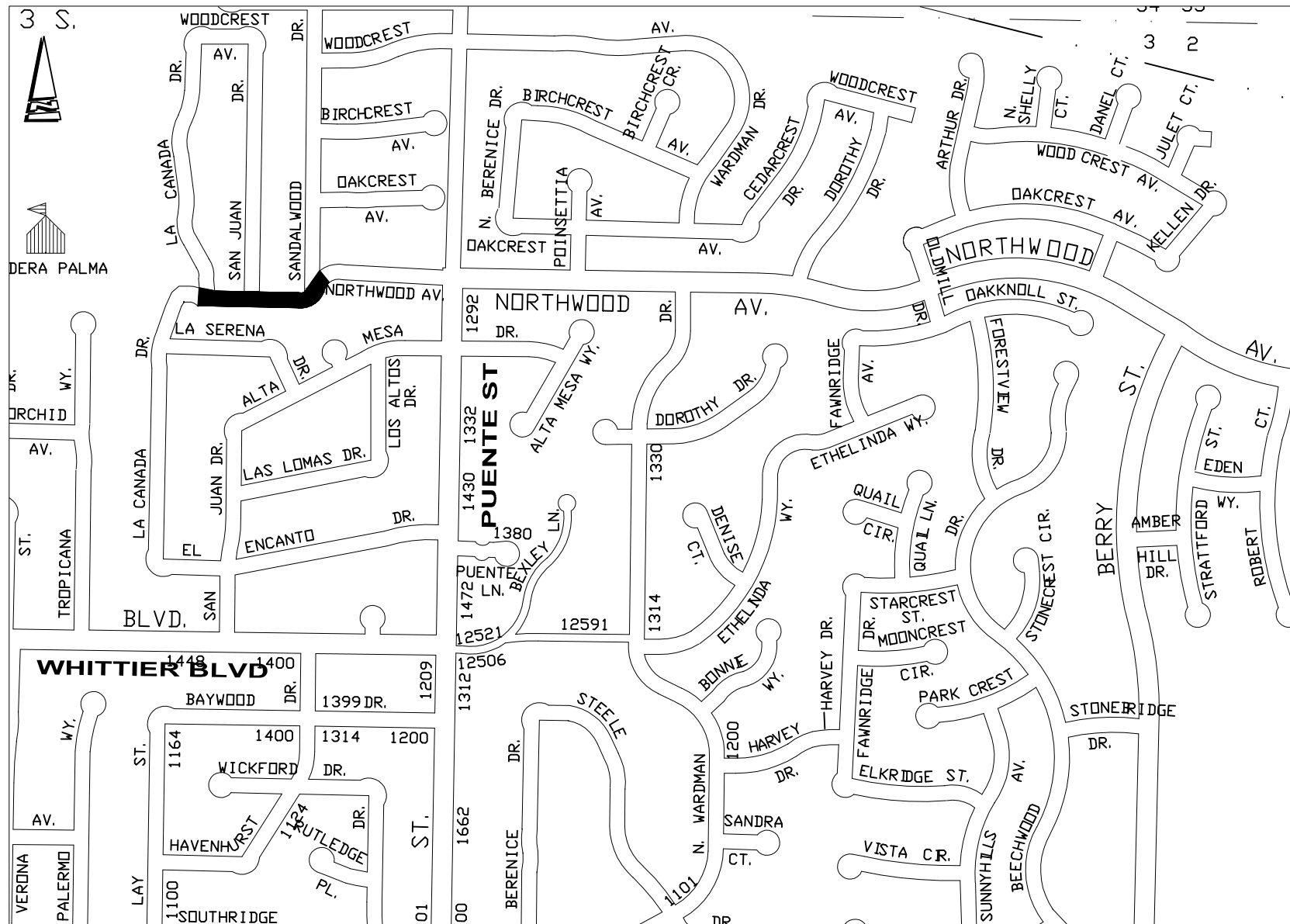
NORTH HILLS EAST TRACT WATER IMPROVEMENTS



NOT TO SCALE

PROJECT 7628

NORTHWOOD AVE SEWER REPLACEMENT



VICINITY MAP

NOT TO SCALE

SECTION C

PROPOSAL

BREA WATER MAIN REPLACEMENT NORTH HILLS WEST AND EAST TRACT PROJECT No. 7459 & 7460

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 90 Working Days, starting from the date of the Notice to Proceed issued for Schedule A and 120 Working Days, starting from the date of the Notice to Proceed issued for Schedule B and complete the entire Project within 210 Working Days from the date of the Notice to Proceed issued for Schedule A.

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.

Bid Bond

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

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
01	03/26/2020	

**BREA WATER MAIN REPLACEMENT NORTH HILLS EAST AND WEST TRACT
PROJECT No. 7459 & 7460**

**PROJECT BID SCHEDULE A
NORTH HILLS WEST TRACT PROJECT NO. 7459**

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization (5% Max)	1	LS	\$81,000	\$ 81,000
2	SWPPP/ NPDES/ BMPs	1	LS	\$4,000	\$ 4,000
3	Traffic Control and Construction Phasing	1	LS	\$27,000	\$ 27,000
4	Remove existing 8-inch VCP and Replace with new 8-inch VCP	532	LF	\$410.00	\$ 218,120
5	Removals for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	29,394	SF	\$ 2.10	\$ 61,727.40
6	Asphalt Concrete for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	1,332	TON	\$ 95	\$ 126,540
7	ARHM Overlay (2.5-inch or 1.5-inch thick as shown in plans)	3,029	TON	\$ 95	\$ 287,755
8	1.5-inch Grind/ Crack Repair	207,687	SF	\$ 0.25	\$ 51,921.75
9	Slurry Seal/ Crack Repair	18,772	SF	\$ 0.38	\$ 7,133.36
10	Remove and Reconstruct PCC Access Curb Ramp	7	EA	\$ 8,000	\$ 56,000

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
11	Furnish and Install 8-inch PVC pipe (C-900) Pressure Class 235	5,703	LF	\$ 89.00	\$ 507,567
12	Furnish and Install 12-inch PVC pipe (C-900) Pressure Class 235	65	LF	\$ 255	\$ 16,575
13	Furnish and Install 1-inch water service lateral (short) to New Water Main	46	EA	\$ 1,500	\$ 69,000
14	Furnish and Install 1-inch water service lateral (long) to New Water Main	58	EA	\$ 1,900	\$ 110,200
15	Furnish and Install 6-inch Fire Hydrant Assembly	10	EA	\$ 10,500	\$ 105,000
16	Remove Fire Hydrant Assembly	10	EA	\$ 350	\$ 3,500
17	Furnish and Install 2-inch Air Release Valve Assembly	1	EA	\$ 7,500	\$ 7,500
18	Adjust valve frame and cover to grade.	37	EA	\$ 600	\$ 22,200
19	Furnish and Install new 8-inch resilient wedge water gate valves	29	EA	\$ 2,800	\$ 81,200
20	Furnish and Install new 12-inch resilient wedge water gate valves	7	EA	\$ 3,800	\$ 26,600
21	Pothole and Exploration	151	EA	\$ 100	\$ 15,100
22	Adjust existing storm drain or sewer manhole to grade	29	EA	\$ 1,000	\$ 29,000

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
23	Abandon Existing Water Valves	33	EA	\$ 350	\$ 11,550
24	Cut Pipe and Plug	18	EA	\$ 500	\$ 9,000
25	Traffic Signage and Striping	1	LS	\$ 3,000	\$ 3,000
26	Pressure Test and Disinfect	1	LS	\$ 10,000	\$ 10,000
27	Removal and Replacement of Unsuitable Subgrade	650	CY	\$ 50	\$ 32,500
Total: Schedule A Bid in Figures: \$ 1,980,689.51					
Total: Schedule A Bid in Words: One Million Nine Hundred Eighty Thousand Six Hundred Eighty-Nine & 51/100					

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.
2. Item 27 of the bid schedule is contingent upon unsuitable subgrade encountered and directed to be removed and replaced by the Engineer per Section 300-2.2 of the Special Provisions. The bidder shall include a price per Cubic Yard of unsuitable material to be removed and replaced and price shall be in effect for the duration of the project. The quantity of unsuitable material has been determined based on the soils investigation as included in Appendix G. Any costs associated with replacement of the unsuitable material per the recommendations of the soils report shall be included in the bid item and no additional compensation is allowed. Bidder declares that (I)(we)(it) has read and understands Bid Item 27 of the Bid Schedule.

S.S

(Bidders Initials)

PROJECT BID SCHEDULE B
NORTH HILLS EAST TRACT PROJECT NO. 7460

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	1	LS	\$ 120,000	\$ 120,000
2	SWPPP/ NPDES/ BMPs	1	LS	\$ 4,000	\$ 4,000
3	Traffic Control and Construction Phasing	1	LS	\$ 40,000	\$ 40,000
4	Removals for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	13,114	SF	\$ 2.75	\$ 36,063.50
5	Asphalt Concrete for Dig Outs/ Full Reconstruction Areas (7.5-inch AC section)	594	TON	\$ 100	\$ 59,400
6	ARHM Overlay (2.5-inch or 1.5-inch thick as shown in plans)	3,952	TON	\$ 94	\$ 371,488
7	1.5-inch Grind/ Crack Repair	290,322	SF	\$ 0.25	\$ 72,580.50
8	Slurry Seal/Crack Repair	133,893	SF	\$ 0.41	\$ 54,896.13
9	Remove and Reconstruct PCC Sidewalk	1,119	SF	\$ 14.00	\$ 15,666
10	Remove and Reconstruct PCC Curb and Gutter	273	LF	\$ 70.00	\$ 19,110
11	Remove and Reconstruct PCC Access Curb Ramp	15	EA	\$ 7,000	\$ 105,000
12	Furnish and Install 4-inch PVC pipe (C-900) Pressure Class 235	11	LF	\$ 350	\$ 3,850

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
13	Furnish and Install 8-inch PVC pipe (C-900) Pressure Class 235	6,622	LF	\$ 87.00	\$ 576,114
14	Furnish and Install 10-inch PVC pipe (C-900) Pressure Class 235	527	LF	\$ 135	\$ 71,145
15	Furnish and Install 12-inch PVC pipe (C-900) Pressure Class 235	2,915	LF	\$ 118	\$ 343,970
16	Furnish and Install 18-inch PVC pipe (C-900) Pressure Class 235	6	LF	\$ 2,000	\$ 12,000
17	Furnish and Install 1-inch water service lateral (short) to New Water Main	71	EA	\$ 1,400	\$ 99,400
18	Furnish and Install 1-inch water service lateral (long) to New Water Main	90	EA	\$ 1,700	\$ 153,000
19	Furnish and Install 6-inch Fire Hydrant Assembly	22	EA	\$ 10,500	\$ 231,000
20	Remove Fire Hydrant Assembly	22	EA	\$ 300	\$ 6,600
21	Furnish and Install Pressure Regulating Station	3	EA	\$ 130,000	\$ 390,000
22	Abandon Existing Pressure Regulating Station	3	EA	\$ 1,000	\$ 3,000

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
23	Abandon Existing Meter Vault	1	LS	\$ 750	\$ 750
24	Furnish and Install 2-inch Air Release Valve Assembly	2	EA	\$ 6,500	\$ 13,000
25	Furnish and Install 2-inch Blow-Off Hydrant	3	EA	\$ 7,000	\$ 21,000
26	Adjust valve frame and cover to grade	36	EA	\$ 550	\$ 19,800
27	Furnish and Install new 4-inch resilient wedge water gate valve	1	EA	\$ 2,500	\$ 2,500
28	Furnish and Install new 8-inch resilient wedge water gate valves	35	EA	\$ 2,800	\$ 98,000
29	Furnish and Install new 12-inch resilient wedge water gate valves	20	EA	\$ 3,000	\$ 60,000
30	Pothole and Exploration	225	EA	\$ 100	\$ 22,500
31	Adjust existing storm drain or sewer manhole to grade	26	EA	\$ 1,000	\$ 26,000
32	Abandon Existing Water Valves	69	EA	\$ 300	\$ 20,700
33	Cut Pipe and Plug	33	EA	\$ 500	\$ 16,500
34	Traffic Signage and Striping	1	LS	\$ 3,000	\$ 3,000
35	Pressure Test and Disinfect	1	LS	\$ 16,000	\$ 16,000
36	Removal and Replacement of Unsuitable Subgrade	1,000	CY	\$ 50.00	\$ 50,000

Total: Schedule B Bid in Figures: \$ 3,158,033.13

Total: Schedule B Bid in Words: Three Million One Hundred Fifty-Eight Thousand Thirty-Three & 13/100

Total: Schedule A and B Bid in Figures: \$ 5,138,722.64

Total: Schedule A and B Bid in Words: Five Million One Hundred Thirty-Eight Thousand Seven Hundred Twenty-Two & 64/100

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders.
2. Item 36 of the bid schedule is contingent upon unsuitable subgrade encountered and directed to be removed and replaced by the Engineer per Section 300-2.2 of the Special Provisions. The bidder shall include a price per Cubic Yard of unsuitable material to be removed and replaced and price shall be in effect for the duration of the project. The quantity of unsuitable material has been determined based on the soils investigation as included in Appendix G. Any costs associated with replacement of the unsuitable material per the recommendations of the soils report shall be included in the bid item and no additional compensation is allowed. Bidder declares that (I)(we)(it) has read and understands Bid Item 36 of the Bid Schedule.

S.S.

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

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


I, Sepehr Sharifi, am
the _____, am
(Print Name)
President of Big Ben 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 31st day of March, 2020.

Big Ben Inc.
Name of Bidder



Signature of Bidder

4790 Irvine Blvd. #105-404
Irvine CA 92620
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

President

Firm

Big Ben Inc.

Date

3-31-20

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 **Brea Water Main Replacement North Hills West and East Tract Project No. 7459 & 7460**, (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.

Big Ben Inc.
Contractor


By

President
Title

Date: 03/31/2020

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.

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.

Big Ben Inc.
Contractor


By

President
Title

Date: 3/31/2020

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Big Ben Inc.
Bidder Name

4790 Irvine Blvd. #105-404
Business Address

Irvine CA 92620
City, State Zip

(949) 660-9400
Telephone Number

Sep@bigbenengineering.com
Email Address

774444-A
State Contractor's License No. and Class

1000007466
DIR Registration Number

02/20/00
Original Date Issued (State Contractor's License)

02/28/22
Expiration Date

The work site was inspected by Sep Sharifi of our office on 03/30, 2020

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

<u>Sep Sharifi</u>	<u></u>
<u>Jenn Sharifi</u>	<u></u>
<u>Big Ben Inc.</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

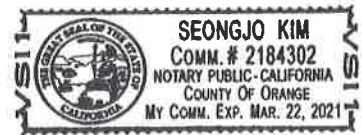
The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Big Ben Inc.
Company Name
[Signature]
Signature of Bidder
Sepehr Sharifi
Printed or Typed Signature

Subscribed and sworn to before me this 30th day of Mar, 2020

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. City of Fullerton
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Tiffany Foo 714-738-6321

\$3.8M Water & Sewer Main 07/2020
Contract Amount Type of Work Date Completed

2. City of Covina
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Brandon Chen 626-244-5583

\$5.7M Waterline & street 03/2020
Contract Amount Type of Work Date Completed

3. City of Sierra Madre
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Chris Cimino 626-253-1025

\$1.3M Watermain R&R 01/2020
Contract Amount Type of Work Date Completed

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 20th day of MARCH

2020 by Sepehr Amina Sharifi

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature _____ (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

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.

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes

☒ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

If "yes," explain on a separate page.

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

%

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

22. List up to 5 projects constructed as a prime in the last five years for waterline improvement types of work.

1. Project Name Loma Alta Infrastructure Total Construction Value \$3.8M

Description and Location of Project

9000' - 8" C900 Water Main
1200' - 8" VCP - Sewer
Fullerton, CA

2. Project Name Annual Water Main Repl. Total Construction Value \$1.3M

Description and Location of Project

9000' new PVC Water Main
Sierra Madre, CA

3. Project Name Starcrest Water System Upgrade Total Construction Value \$5.7M

Description and Location of Project

23,000' PVC & DIP Water Main
Street Rehab
Covina, CA

4. Project Name 151st Water Main Replacement Total Construction Value \$4.1M

Description and Location of Project

15,000 8" - C900 Water Main
7 - Jack/Bore
Lawndale, CA

5. Project Name Bishop St. Water Main Total Construction Value \$300k

Description and Location of Project

2000' - PVC Water Main
Cypress, CA

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Big Ben Inc.

as PRINCIPAL, and

The Ohio Casualty Insurance Company

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

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten percent of amount bid. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "New Waterline & Street Improvements Project No. 7459 & 7460"

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on March 31, 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 23rd day of March, 20 20.

Big Ben Inc.


Principal

By:


Sepher Sharif

The Ohio Casualty Insurance Company

Surety


Christina Mountz, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Bernardino

SS.

On March 23, 2020 before me, Amanda Castillo, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christina Mountz

Name(s) of Signer(s)

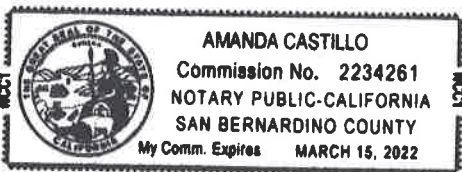
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Amanda Castillo

Signature of Notary Public



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 this 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 _____

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Automobile and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.



Dave Jones
Insurance Commissioner

Valerie J. Sarfaty

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



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

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

Certificate No: **8202540-969615**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Laurie B. Druck, Jay P. Freeman, Christina Mountz, Melissa Schwartz, Cynthia J. Young

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of November, 2019.



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

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

State of PENNSYLVANIA
County of MONTGOMERY

On this 6th day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of March, 2020



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

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

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

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 03/30/2020 before me, Seongjo Kim, Notary Public,
(insert name and title of the officer)

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

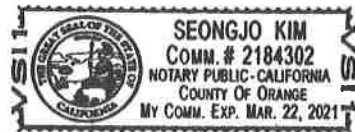
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





City of Brea

Brea Water Main Replacement North Hills West and East Tract

CIP 7459 and 7460

CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01
March 26, 2020

Notice to All Bidders:

RFI BIDDER QUESTIONS:

1. *It stated the AGENCY will bear cost of all initial test. Does this is include compaction testing?*

Ans: *Yes, the City will be using an independent material testing contractor to complete the initial compaction test and will pay for said cost.*

2. *Plan Sheet 18, General note 14 states no work can be performed between 5pm and 8am. Please confirm that we cannot begin construction until after 8am.*

Ans: All work for this project is confined to 7 am to 4 pm pursuant to Section E, 6-7.2 "Working Day" of the Special Provisions.

3. *Can you please clarify if CMB is allowed for this project, specs call for CAB or CMB*
a. *Standard 102-0 calls for CAB or CMB*
b. *Standard 103-0 & 106-0 call for CAB or CMB*
c. *Plans show the normal CAB*

Ans: Backfill for water mains shall be 1 sack slurry or CAB only per the modified standard detail 102 as shown on the plans.

4. *Can you please clarify if 1 Sack Slurry is required above the pipe zone for the Sewer replacement per Standard 219-0 or can the trench above the pipe zone be backfilled with CAB / CMB.*

Ans: Backfill for sewer mains above pipe zone shall be 1 sack slurry per standard detail 219-0.

5. *Can you please advise location on the installation of the gate valves. Specs call for the valves to be attached to the tee fittings and doesn't have the call out for standard number 302-0. Or is the city's intention to attach the valves to the fittings or to install them away from fittings out of the intersections per standard 302-0.*

Ans: Valves shall be installed in locations as shown on the plans.

Brea Water Main Replacement
North Hills West and East Tract
Addendum No. 1
Page 2

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

PROJECT SPECIFICATIONS:

The following shall be revised:

REPLACE: Bid Schedule B, Section C, Pages C-6 to C-9 with attached

REPLACE: Section A "Notice Inviting Sealed Bids" with attached

Bidders attention is directed to Article 3 – Bid Opening of Section A

REPLACE: Section B "Instructions to Bidder" with the attached

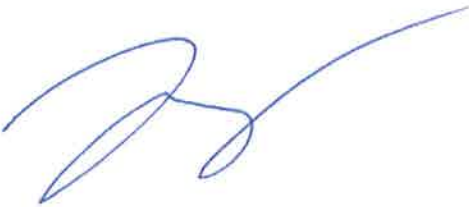
Bidders attention is directed to Article 1 – Proposal Forms and Article 4 – Delivery of Proposal of Section B.

PROJECT PLANS:

No changes

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

CITY OF BREA
PUBLIC WORKS DEPARTMENT



David Song, 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: Bid Schedule B, Pages C-6 to C-9
SECTION A "NOTICE INVITING SEALED BIDS", Pages A-1 to A-3
SECTION B "INSTRUCTIONS TO BIDDER", Pages B-1 to B-6

This is to acknowledge receipt and review of Addendum #01, dated March 26, 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.

CONSTRUCTION AGREEMENT
[BREA WATER MAIN REPLACEMENT NORTH HILLS WEST AND EAST TRACT
PROJECT NO. 7459 & 7460]

This Construction Agreement (“Agreement”) is dated , 20 for reference purposes and is executed by the City of Brea, a California municipal corporation, and [Big Ben, Inc.], a [California] [Corporation] (“Contractor”). Contractor’s CSLB license number is 774444. Contractor’s DIR registration number is 1000007466.

R E C I T A L S

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **BREA WATER MAIN REPLACEMENT NORTH HILLS WEST AND EAST TRACT, PROJECT NO. 7459 & 7460** (“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 **BREA WATER MAIN REPLACEMENT NORTH HILLS WEST AND EAST TRACT, PROJECT NO. 7459 & 7460** (“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 \$ **5,138,722.64**. 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 Schedule A of the Project within **90** working days from the date of the Notice to Proceed ("Schedule A Completion Date") issued for Schedule A and shall complete Schedule B of the Project within **120** working days from the date of the Notice to Proceed issued for Schedule B ("Schedule B Completion Date"). The Total Contract Working

Days shall not exceed **210** Working Days from the date of the Notice To Proceed issued for Schedule A of the Project (“Project Completion Date”)

B. Liquidated damages will be assessed in the amount of **\$750.00 for each calendar day** in excess of the contract time for the Project beyond the Schedule A Completion Date noted on the Notice to Proceed issued for **Schedule A**. Liquidated damages will be assessed in the amount of **\$1,200.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date noted within the Notice to Proceed issued for **Schedule A and Schedule B**. 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.

BIG BEN, INC.

☐ 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.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 06/30/2020
SUBJECT: Maintenance Agreement for Slurry Seal Program

RECOMMENDATION

1. Accept proposal and approve agreement with Doug Martin Contracting Company, Inc. for the citywide street slurry seal program for an annual amount not-to-exceed \$200,000; and
2. Authorize City Manager to approve up to four (4) - one (1) year extensions at an annual amount not-to-exceed \$200,000.
3. Cost of living adjustment shall not to exceed 3% annually. Rate Changes: The fee schedule in Proposal shall not be revised during the term of the Contract (including any extension periods) without prior approval by the City Council.

BACKGROUND/DISCUSSION

In May 2020, a Request for Proposals for the City's Annual Slurry Seal Program was posted to the CIPList.com website. As a result, City received four proposals from Roy Allen Slurry Seal, Doug Martin Contracting Company, All American Asphalt and Pavement Coatings Company. The proposals were reviewed and evaluated based on their qualifications and abilities to perform the work at a competitive price. The proposals were also reviewed for conformance with City of Brea's requirements for high quality work and responsiveness to production goals.

After review of the proposal staff ranked the bidders as follows:

1. Doug Martin Contracting Company, Inc.
2. Roy Allen Slurry Seal Inc.
3. Pavement Coatings Co.
4. All American Asphalt

Based upon the review of the proposals submitted (bid pricing information attached), staff recommends that Doug Martin Contracting Company, Inc. is awarded the contract for slurry seal maintenance for a term of one (1) year with the option for up to four (4) - additional one (1) year extensions. Selection was made based on their ability to place adequate daily tonnage, pricing, overall stability of the company, company location, above-average equipment, and the excellent customer service they provide for the City of Brea. The owner, Doug Martin, lives in the City of Brea and his company is located in the City of La Habra.

SUMMARY/FISCAL IMPACT

The City of Brea budgets \$200,000 annually for the slurry seal project. No additional funding is needed. This is a budgeted Capital Improvement Program under 510-7312 using Measure M funds. Cost of living adjustment shall not to exceed 3% annually. Rate Changes: The fee schedule in Proposal shall not be revised during the term of the Contract (including any extension periods) without prior approval by the City Council.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Will Wenz, Public Works Superintendent

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

Attachments

Agreement

Pricing Information

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 **Doug Martin Contracting Company, Inc.** hereinafter referred to as the "CONTRACTOR" and the City of Brea, California, hereinafter referred to as "CITY".

WHEREAS, pursuant to Notice inviting Sealed Bids or Proposals, bids were received on the date specified in said notice; and

WHEREAS, City did accept the bid of Contractor **Doug Martin Contracting Company, 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 **Annual Maintenance Program for the Placement of Various Types of Slurry Seal.**

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 **Annual Maintenance Program for the placement of various types of slurry seal.** 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. Services for a period commencing **July 7, 2020** through **June 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 18 hereof.

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 18 hereof.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED**
COMPLEMENTARY: 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, 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.

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 to 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. INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

8. 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.

9. 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.

10. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

11. 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.

12. 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.

13. 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 June 9, 2020.

14. 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.

15. CONTRACT RENEWAL NOTIFICATION: The contractor must request, in writing, at least sixty (60) 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 18 hereof.

16. NOTICES: All notices required or permitted hereunder 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:

CITY: Will Wenz
Public Works Superintendent
City of Brea
545 N. Berry Street
Brea, CA 92821-5732

CONTRACTOR: Doug Martin
Doug Martin Contracting Company, Inc.
220 E. Fullerton Avenue
La Habra, CA 90631-6813

17. 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.

18. EXTENSION OF TERM AND PRICE ADJUSTMENT: This agreement shall be renewable for up to four (4) successive one (1) year periods upon a written consent to renewal, duly and properly executed by each party hereto, being filed with City's Public Works Director or his designated representative at least sixty (60) days prior to the expiration of the then present agreement. In the case of any such renewal, each and every term and condition of this agreement, except the sum of money to be paid to the Contractor specified herein, shall apply to the performance of the work specified herein during the effective period of such renewal. The sum of money paid to the Contractor may be increased by a percent equal to the percentage in direct labor and material costs to the Contractor. Each year prior to the extension of the agreement, a survey will be conducted by the Contractor and City as to the cost of slurry per extra long ton and Contractor's direct labor cost. If the cost of slurry per extra long ton has increased over that of the first or previous 12 month period of the agreement, and labor cost can be documented to have increased to the satisfaction of the City of Brea, than at the sole discretion of the City, the contract may be extended for one additional year at the adjusted price.

Cost of living adjustment shall not to exceed 3% annually. Rate Changes: The fee schedule in Proposal shall not be revised during the term of the Contract (including any extension periods) without prior approval by City's City Council.


19. 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.

20. 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. 470131 C-12 Exp. 03/31/21

Doug Martin Contracting Company, Inc June 10, 2020
Company Name Date


By: _____

Doug Martin, President
Title _____

CONTRACTOR'S BUSINESS PHONE: 714-441-0513

Emergency Phone at which Contractor
can be reached at any time: 714-476-6718

CITY OF BREA, CALIFORNIA

BY: _____
MAYOR

BY: _____
CITY CLERK

DATE: _____

2020 Street Slurry Pricing

	Doug Martin		Roy Allen		Pavement Coatings		All American Asphalt
<i>w/o sweeping</i>							
Slurry Type							
Type I	\$ 221.06		\$ 240.00		\$ 301.00		\$ 448.00
Type II	\$ 202.37		\$ 216.00		\$ 264.00		\$ 418.00
Type III	\$ 170.27		\$ 195.00		\$ 254.00		\$ 410.00
Rubberized	\$ 270.66		\$ 275.00		\$ 276.00		\$ 818.00
<i>with sweeping</i>							
Type I	\$ 226.07		\$ 253.00		\$ 314.00		\$ 478.00
Type II	\$ 207.87		\$ 226.00		\$ 275.00		\$ 448.00
Type III	\$ 176.50		\$ 205.00		\$ 266.00		\$ 440.00

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 06/30/2020

SUBJECT: Approve Plans and Specifications, Receive Bids and Award Contract with R.J. Noble Company in the amount of \$458,507.50 for the Alley Rehabilitation Projects CIP 7319, 7320, 7321

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bids, Award Contract to the lowest responsive and responsible bidder, RJ Noble Company, in the amount of \$458,507.50; and,
3. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price, however, limited to the amount of funding available in the approved project budget.

BACKGROUND/DISCUSSION

The Alley Rehabilitation Project consists of three (3) Capital Improvement Projects. These projects will rehabilitate the alley west of Flower Avenue between Date Street and Imperial Highway (PN 7319); the alley west of Sycamore Avenue between Elm Street and Date Street (PN 7320); and the alley west of Walnut Avenue between Acacia Street and Fir Street (PN 7321). The existing pavement has exceeded its service life and is in poor condition. The selection of these alleys for rehabilitation is based on the ranking in accordance with the City's Pavement Management Plan (PMP). Due to similar type of work, combining these projects will result in more competitive bids and will save time in project administration.

Final Plans and Specifications ("Bid Documents") were advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper in accordance with the California Uniform Public Construction Cost Accounting (CUPCCA). A copy of the Bid Documents are available in the City Clerk's office for review. There was one addendum to the Plans and Specifications, which provided clarification regarding the bid opening process and other miscellaneous modifications to the Specifications. Therefore, staff recommends City Council approve the final Plans and Specifications with Addendum No. 1 as bid.

On June 1, 2020, staff received a total of nine bid proposals. Staff then tabulated the bid proposals and determined that the apparent low bid amount was \$458,507.50 from R.J. Noble Company from Orange, California.

Below are the results of the nine bids received:

Table 1 - Total Bid Summary		
Bid Number	Bidder	Amount Bid
1.	R.J. Noble Company	\$458,507.50
2.	Onyx Paving Company, Inc.	\$476,000.00
3.	All American Asphalt	\$518,665.00
4.	Hardy & Harper, Inc.	\$590,000.00
5.	United Paving Co.	\$604,808.37
6.	Horizon Construction Co.	\$617,939.00
7.	Palp, Inc. (Excel Paving)	\$642,530.00
8.	EBS General Engineering	\$673,789.00
9.	Pavewest	\$760,215.00
	Engineer's Estimate	\$680,450.00

R.J. Noble Company has been in the construction business for over 70 years and has completed construction of similar improvement projects for the City of Anaheim, City of Stanton, and City of Irvine. The company has a valid contractor's license and has received a satisfactory rating according to the references. If awarded, construction could begin in August 2020 and take approximately three (3) months to complete, weather permitting.

SUMMARY/FISCAL IMPACT

The total amount allocated for the Project is \$515,000 consisting of Measure M (\$165,000) and Gas Tax (\$350,000). This Project will rehabilitate three (3) alleys including concrete ribbon gutters, asphalt concrete, upgrading the driveway entrances, and ADA compliance items, with a design cost of \$31,020. Staff is recommending the City Council approve the plans and specifications, receive bids, award Contract to R.J. Noble Company in the amount of \$458,507.50, as depicted on page C-6 of their proposal and authorize the City Engineer to issue change orders up to a "not to exceed" amount of 10% of the Contract amount, however will not exceed the project budget. There are no impacts to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Raymond Contreras, Associate Engineer

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

Tony Olmos, P.E., Public Works Director

Attachments

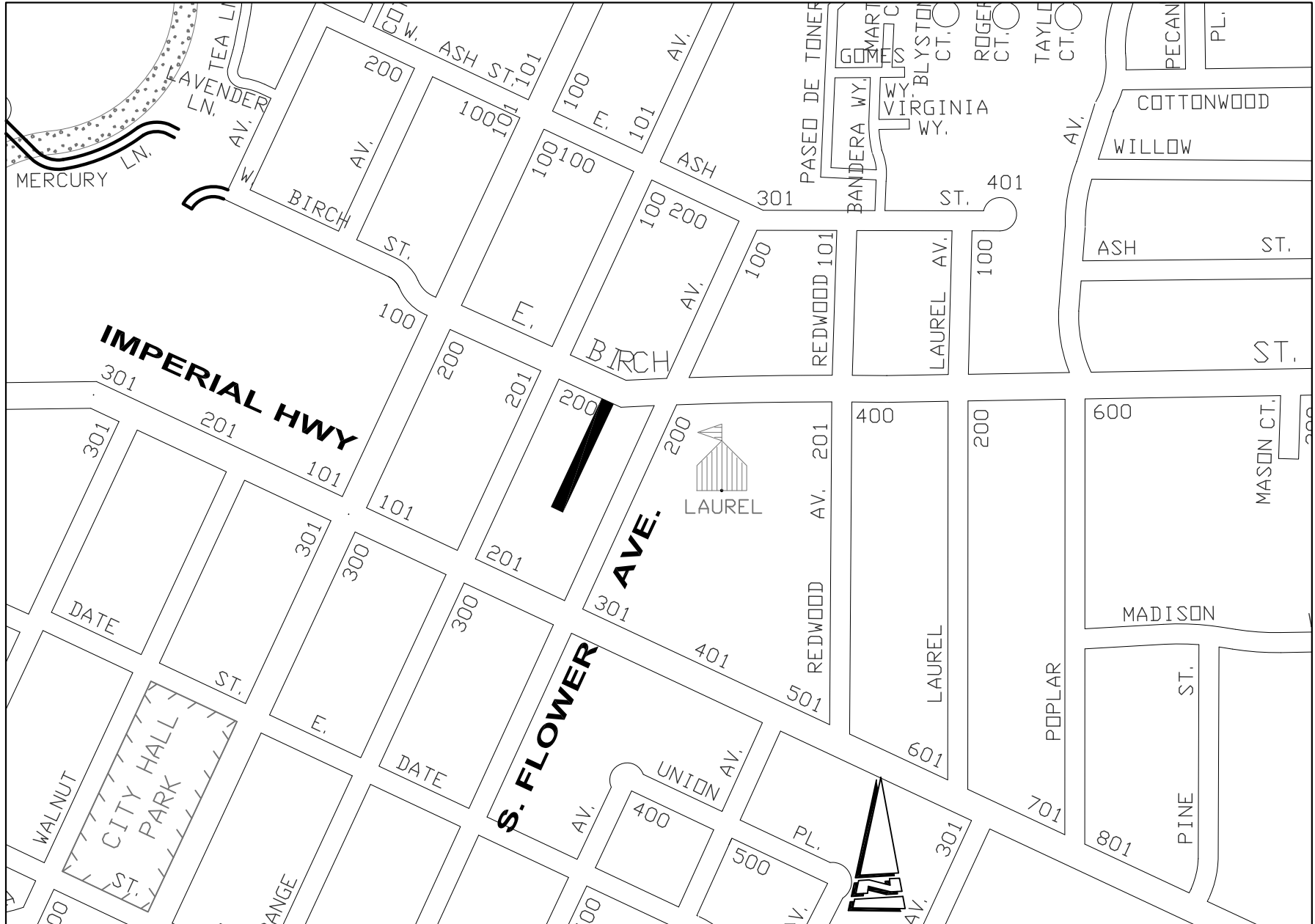
Location Maps

Proposal

Contract Agreement

PROJECT 7319

ALLEY REHABILITATION WEST OF S. FLOWER AVE. NORTH OF IMPERIAL HWY.

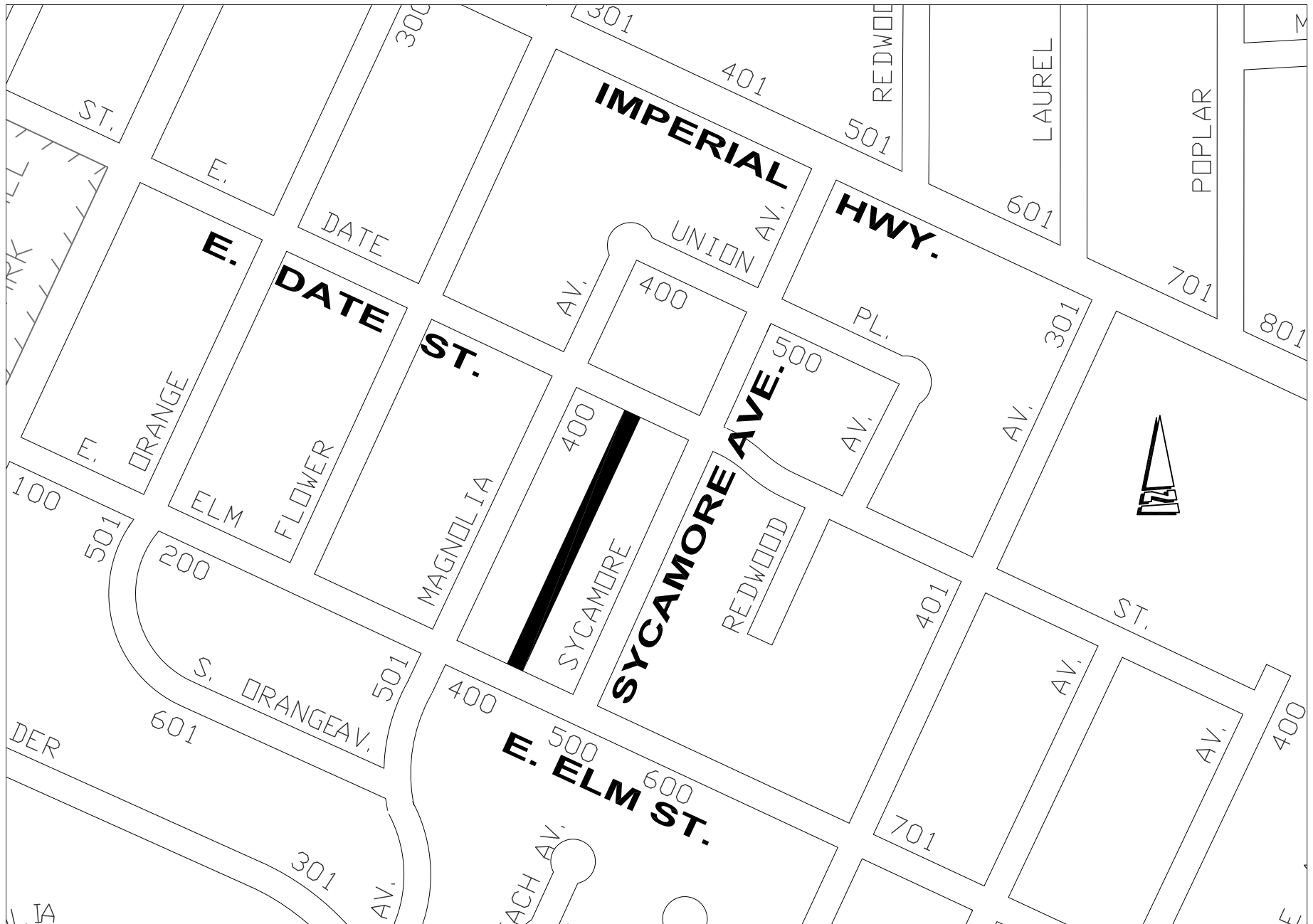


VICINITY MAP

NOT TO SCALE

PROJECT 7320

ALLEY REHAB W/O SYCAMORE AVE. BETWEEN E. ELM ST. AND E. DATE ST.

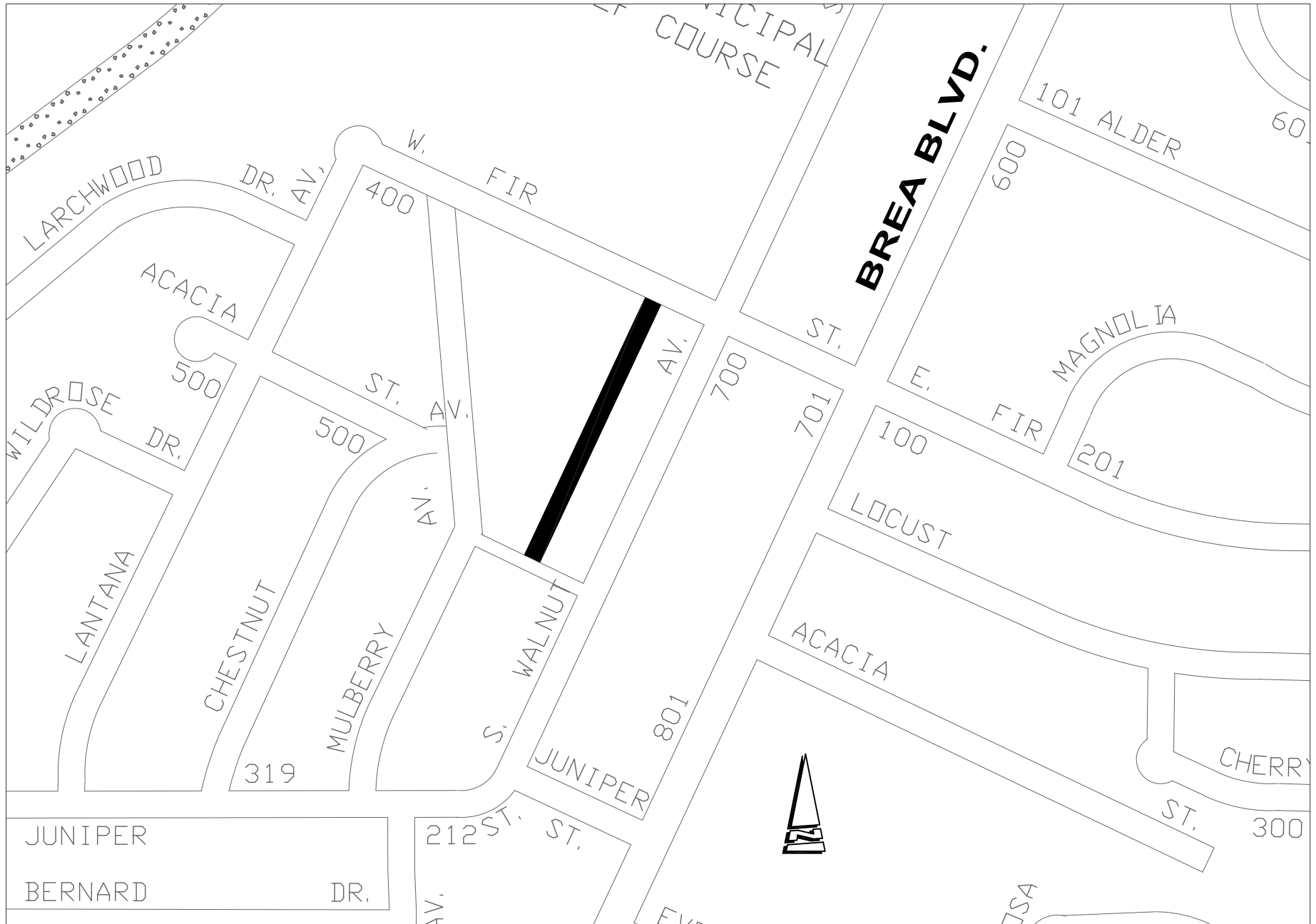


VICINITY MAP

NOT TO SCALE

PROJECT 7321

ALLEY PAVEMENT REHABILITATION W/O S. WALNUT AVE.
BETWEEN ACACIA ST. & W. FIR ST.



VICINITY MAP

NOT TO SCALE



ALLEY REHABILITATION PROJECT
CIP PROJECT NUMBERS 7319, 7320 & 7321
CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01
May 8, 2020

Notice to All Bidders:

Please note the following **revisions** have been made to the subject Bid Documents, Contract Documents Specifications:

- 1) Change contact to **Kathryn Demesa Sebastian** (page iii):

NOTE: *If there are any questions relative to this project, please call **Kathryn Demesa Sebastian** at:*

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

- 2) Change Table of Contents **Section C** (page iv):

SECTION C

PROPOSAL	C-1
Project Bid Schedule	C-3
List of Subcontractor	C-7
Noncollusion Affidavit	C-8
Bidder's Statement Regarding "Anti-Kickback" Requirements	C-9
Utility Agreement	C-10
Disqualification Questionnaire	C-11
Compensation Insurance Certification	C-12
Bidder's Information	C-13
Responsible Bidder – Supplemental Questionnaire	C-15
Bid Bond	C-19
Bid Bond Acknowledgment of Surety	C-20

- 3) Change Table of Contents **Section E, Part 1, Section 2-1** (page iv):

2-1 **AWARD AND EXECUTION OF CONTRACT**

4) Change Table of Contents Section E, Part 1, Section 7 (page v):

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR..... E-10

- 7-1 **CONTRACTOR'S EQUIPMENT AND FACILITIES**
- 7-2 **LABOR**
- 7-3 **LIABILITY INSURANCE**
- 7-5 **PERMITS**
- 7-8 **PROJECT SITE MAINTENANCE**
- 7-9 **PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**
- 7-10 **PUBLIC CONVENIENCE AND SAFETY**

5) Change Reference Specifications (page vii):

APPENDIX A - STANDARD PLANS

APPENDIX B - CONTRACTORS BUSINESS LICENSE APPLICATION

APPENDIX C - UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

APPENDIX D - NPDES REQUIREMENTS

APPENDIX E - INSURANCE AND INDEMNITY REQUIREMENTS

APPENDIX F - WARRANTY BOND, PERFORMANCE BOND, PAYMENT BOND

6) Change Project Name in Section A Notice Inviting Bids (page A-1), Section B Instructions to Bidders (page B-2), Section C Proposal (page C-1, C-3, C-4, C-5 & C-6), and Section D Sample Contract (page D-2):

**ALLEY REHABILITATION PROJECT
CIP PROJECT NUMBERS 7319, 7320 & 7321**

7) Change 3. Bid Opening in Section A Notice Inviting Bids (page A-1 and A-2):

3. **Bid Opening:** Bids will be opened and read at a reasonable time following the time stated above on Monday, June 1, 2020 via phone conference line at the following number:

Dial-in Info: 714-671-3685

Participant Code: 711-686-87#

The Bidders can dial in with the above phone number and use the **Participation Code** followed by the # key. Once all Bids have been opened and read, Bidders may only ask questions for clarifying a bid total read or bidder name. All further inquiries on the Bids shall be submitted in writing to the City Clerk's Office via Public Records Request. The Bid Summary will be posted on CIPList.com once reviewed and compiled.

Sealed bids can be mailed/Fed-x in prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. **Bids that will be hand delivered by the Bidder shall be submitted into a Drop-Box located at the First floor of the Civic Center, One Civic Center Circle, Brea, California 92821 between the hours of 1:00 PM and no later than 2:00 PM. The Drop-Box will be located outside the main elevators on the first floor near the City Council Chambers and adjacent to the Police Department Office. The outside of the sealed envelope of each bid**

submitted shall be clearly marked: **"SEALED BID FOR ALLEY REHABILITATION PROJECT CIP PROJECT NUMBERS 7319, 7320 & 7321 – DO NOT OPEN WITH REGULAR MAIL"**.

8) Change **1. Proposal Forms** in Section B Instructions to Bidders (page B-1):

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 pursuant to Section A "Notice Inviting Sealed Bids", 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 opened and read at the time and place stated in Section A "Notice Inviting Sealed Bids". Bidders or their authorized agents are invited to participate in the reading of the bids via teleconference as stated in Section A "Notice Inviting Sealed Bids".** 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.

9) Add **203-11 Asphalt Rubber Hot Mix (ARHM)** to Section 203 Bituminous Materials (page E-29):

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.

10) Add **302-1 Cold Milling of Existing Pavement** to Section 302 Roadway Surfacing (page E-36 and E-37):

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, or other miscellaneous improvements, at those locations shown on the Plans as being cold milled.

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 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 cut shall be 2" below the lip of gutter and as indicated on the plans and the typical cross section details. The final cut shall result in a uniform surface conforming to the typical cross 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.

During the cold milling operation, the Contractor shall sweep the street with mechanical equipment and remove all loosened material from milled areas. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water (recycled water, if available) or other means as necessary.

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 and cutting 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 and shall be disposed of off-site in accordance with Subsection 300-2.6 as amended by these Special Provisions.

- 11) Add 302-5.10 Crack Repair and 302-5.11 Measurement and Payment to Section 302 Roadway Surfacing (page E-38 and E-39):

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.

- 12) Add 302-9.1 General, 302-9.2 Tack Coat & 302-9.4 Rolling to Section 302 Roadway Surfacing (page E-40 and E-41):

302-9 ASPHALT RUBBER HOT MIX (ARHM)

302-9.1 General

[Add the following:].

Asphalt concrete surface course shall be Asphalt Rubber Hot Mix, ARHM-GG, wet process, as specified in Section 203-11 and 302-9 of the Standard Specifications for Public Works Construction.

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Caltrans Standard Specifications Section 93, "Liquid Asphalts."

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 begin placement of the ARHM a maximum of 48 hours (2 working days) after the commencement of all edge grinding operations during any stage of the work for this project.

The Contractor shall utilize a paving machine equipped with an automatic adjusting screed, which is actuated by a 30-foot "ski", for the entire ARHM-GG overlay.

ARHM-GG shall not be placed in lifts that exceed four (4) inches in thickness. Breakdown compaction shall be performed with a two-axle or three-axle tandem or three-wheel roller weighing not less than 12 tons for all ARHM-GG lift thickness of four (4) inches or less. Breakdown compaction shall be performed with a vibratory roller weighing not less than 12 tons for all ARHM-GG lift thickness between two (2) and four (4) inches. When more than one layer of ARHM-GG is required, the layers shall be of equal thickness.

ARHM-GG 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 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 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

Lots consisting of 500 tons will be established for ARHM-GG areas to be tested. The City or its designated laboratory shall perform density testing utilizing a properly calibrated nuclear asphalt-testing device. The City 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 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 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 City's designated lab. Any and all testing beyond the initial core testing will be at the sole expense of the Contractor.

If the test results for any lot of ARHM-GG continue to indicate that the relative compaction is less than 95 percent after adjustments have been made, the ARHM-GG 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 insure 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-IH 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.

302-9.4 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.

The number of rolling required for each paving operation shall be such that all rolling for density shall be completed before the temperature of asphalt concrete mixture drops below 240 degrees F.

Breakdown rolling shall commence immediately after the asphalt concrete is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

13) Change Bid Bond in Section C Proposal (page C-19):

For which bids are to be opened and read at the time and place stated in Section A "Notice Inviting Sealed Bids"

14) Remove the following from Section E Special Provisions, Part 1 General Provisions, Section 2 Scope and Control of Work, 2-5 Plans and Specifications, 2-5.1 General (page E-3):

~~Applicable Standard Plans for this project are contained in Appendix I of these Special Provisions.~~

15) Change the following from Section E Special Provisions, Part 1 General Provisions, Section 7 Responsibilities of the Contractor, 7-3 Liability Insurance (page E-11):

7-3 LIABILITY INSURANCE

16) Remove 7-8.6.3 Storm Water Pollution Prevention Plann (SWPPP) from Section E Special Provisions, Part 1 General Provisions, Section 7 Responsibilities of the Contractor (page E-14 through E-17).

~~**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.~~
- ~~2. Develop a SWPPP to conform to a Risk Level II and the CONTRACTOR's actual construction practices;~~
- ~~3. 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.~~
- ~~4. Provide and maintain all documentation (at the jobsite) and administration for the entire CONTRACT period;~~
- ~~5. 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);~~
- ~~6. 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.~~

Please note the following **questions and clarifications** for the subject Bid Documents:

17) Do you anticipate extending the bid due date?

No, bid date will remain scheduled for Monday, June 1, 2020 2PM.

18) *What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?*

Award of Bid process will follow what is stated in Section B, 15 of the specifications.

19) *Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?*

No, this bid was advertised in the Star-Progress newspaper and posted on www.CIPlist.com

20) *Other than your own website, where was this bid posted?*

www.CIPlist.com

CITY OF BREA
PUBLIC WORKS DEPARTMENT



Kathryn Demesa Sebastian
Assistant Engineer

Cc: Lillian Harris-Neal, City Clerk
Michael Ho, Deputy Director/City Engineer

This is to acknowledge receipt and review of Addendum No. 01, dated May 8, 2020. It is understood that this document shall be incorporated in the contractor's bid documents and proposal. Please note: The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.

SECTION C

PROPOSAL

for the

ALLEY REHABILITATION PROJECT CIP PROJECT NUMBERS 7319, 7320 & 7321

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 60 working days, starting from the date of the Notice to Proceed.


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

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will 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 10% BIDDER'S 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:

Addenda No.	Date Received	Bidder's Signature
#1	MAY 08, 2020	X 
		STEVE MENDOZA, SECRETARY

BID FORM
ALLEY REHABILITATION PROJECT
CIP PROJECT NUMBERS 7319, 7320 & 7321

Bidder: R.J. NOBLE COMPANY

SCHEDULE A: ALLEY REHABILITATION WEST OF FLOWER AVENUE BETWEEN DATE STREET AND IMPERIAL HIGHWAY
CIP PROJECT No. 7319

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1a	Mobilization and Demobilization	1 LS	Lump Sum	3,500.00
2a	Traffic Control	1 LS	Lump Sum	17,000.00
3a	Remove Existing Pavement and Base/Native Material	530 CY	\$ 50.00 /CY	26,500.00
4a	Remove and Reconstruct 4' Wide Longitudinal Gutter	2,000 SF	\$ 12.00 /SF	24,000.00
5a	Remove and Reconstruct Driveway Per City Std. (Modified)	220 SF	\$ 37.00 /SF	8,140.00
6a	Remove and Reconstruct Driveway per Caltrans Std.	290 SF	\$ 34.00 /SF	9,860.00
7a	8" Crushed Miscellaneous Base	480 TON	\$ 39.50 /TON	18,960.00
8a	6" Crushed Miscellaneous Base	40 TON	\$ 39.50 /TON	1,580.00
9a	4" Asphalt Concrete Pavement	240 TON	\$ 73.50 /TON	17,640.00
10a	6" PCC Concrete Pavement	2200 SF	\$ 10.00 /SF	22,000.00
11a	Redwood Header	545 LF	\$ 11.50 /LF	6,267.50
12a	Adjust Water Valve Frame and Cover to Grade	2 EA	\$ 1,600.00 /EA	3,200.00
13a	SWPPP and BMPs	1 LS	Lump Sum	159,897.50 \$1,250.00

Total Bid Schedule A: Bid in Figures: \$ 159,897.50

Total Bid Schedule A: Bid in Words:

ONE HUNDRED FIFTY NINE THOUSAND EIGHT HUNDRED NINETY SEVEN DOLLARS
AND FIFTY CENTS

BID FORM
ALLEY REHABILITATION PROJECT
CIP PROJECT NUMBERS 7319, 7320 & 7321

Bidder: R.J. NOBLE COMPANY

SCHEDULE B: ALLEY REHABILITATION WEST OF SYCAMORE AVENUE BETWEEN E. ELM STREET AND E. DATE STREET
CIP PROJECT No. 7320

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1b	Mobilization and Demobilization	1 LS	Lump Sum	2,400.00
2b	Traffic Control	1 LS	Lump Sum	7,000.00
3b	Remove Existing Pavement and Base/Native Material	590 CY	\$ 43.00 /CY	25,3750.00
4b	Remove and Reconstruct 4' Wide Longitudinal Gutter	1,000 SF	\$ 11.50 /SF	11,500.00
5b	Remove and Reconstruct Variable Width Longitudinal Gutter	1,640 SF	\$ 11.50 /SF	18,860.00
6b	8" Crushed Miscellaneous Base	560 TON	\$ 38.00 /TON	21,280.00
7b	4" Asphalt Concrete Pavement	280 TON	\$ 73.50 /TON	20,580.00
8b	6" Crushed Miscellaneous Base	40 TON	\$ 38.00 /TON	1,520.00
9b	6" PCC Concrete Pavement	2050 SF	\$ 10.00 /SF	20,500.00
10b	Redwood Header	160 LF	\$ 11.50 /LF	1,840.00
11b	Remove and Reconstruct Catch Basin	1 EA	\$ 24,000.00 /EA	24,000.00
12b	Adjust Water Valve Frame and Cover to Grade	3 EA	\$ 1,600.00 /EA	4,800.00
13b	Adjust Manhole to Grade	2 EA	\$ 1,600.00 /EA	3,200.00
14b	Adjust Water Meter Box to Grade	9 EA	\$ 320.00 /EA	2,880.00
15b	SWPPP and BMP's	1 LS	Lump Sum	166,930.00 ^{166,930.00} \$1,200.00

Total Bid Schedule B: Bid in Figures: \$ 166,930.00

Total Bid Schedule B: Bid in Words:

ONE HUNDRED SIXTY SIX THOUSAND NINE HUNDRED THIRTY DOLLARS &
NO CENTS

BID FORM
ALLEY REHABILITATION PROJECT
CIP PROJECT NUMBERS 7319, 7320 & 7321

R J. NOBLE COMPANY

Bidder: _____

SCHEDULE C: ALLEY REHABILITATION WEST OF WALNUT AVENUE BETWEEN ACACIA STREET AND FIR STREET
CIP PROJECT No. 7321

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1c	Mobilization and Demobilization	1 LS	Lump Sum	2,400.00
2c	Traffic Control	1 LS	Lump Sum	6,000.00
3c	Remove Existing Pavement and Base/Native Material	620 CY	\$ 43.50 /CY	26,970.00
4c	Remove and Reconstruct 4' Wide Longitudinal Gutter	1,600 SF	\$ 9.75 /SF	15,600.00
5c	Remove and Reconstruct Driveway Per City Std. (Modified)	275 SF	\$ 34.50 /SF	9,487.50
6c	8" Crushed Miscellaneous Base	340 TON	\$ 39.50 /TON	13,430.00
7c	4" Asphalt Concrete Pavement	170 TON	\$ 73.50 /TON	12,495.00
8c	6" PCC Pavement	4450 SF	\$ 8.00 /SF	35,600.00
9c	6" Crushed Miscellaneous Base	170 TON	\$ 39.50 /TON	6,715.00
10c	Redwood Header	155 LF	\$ 11.50 /LF	1,782.50
11c	SWPPP and BMP's	1 LS	Lump Sum	131,680.00 \$1,200.00

Total Bid Schedule C: Bid in Figures: \$ 131,680.00

Total Bid Schedule C: Bid in Words:

ONE HUNDRED THIRTY ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS &
 NO CENTS

SUMMARY OF BIDS FOR SCHEDULE A+B+C

BASE BID: SCHEDULE A+B+C

BASE BID in Figures: \$ 458,507.50

BASE BID in Words:

FOUR HUNDRED FIFTY EIGHT THOUSAND FIVE HUNDRED AND SEVEN DOLLARS AND FIFTY CENTS

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

LIST OF SUBCONTRACTORS

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

[illegible]

By submission of this proposal, the Bidder certifies:

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

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

State of California

ss.

County of Orange

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

R.J. NOBLE COMPANY

Name of Bidder

X


Signature of Bidder STEVE MENDOZA, SECRETARY

15505 E. LINCOLN AVE., ORANGE, CA 92865

Address of Bidder

Subscribed and sworn to before me this 1ST day of JUNE, 20²⁰.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

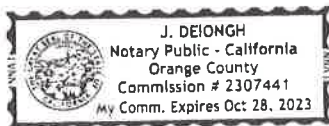
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of ORANGE

On 06/01/2020 before me, J. DEIONGH, NOTARY PUBLIC
 Date Here Insert Name and Title of the Officer
 personally appeared STEVE MENDOZA
 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.

Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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 STEVE MENDOZA, SECRETARY _____

Firm R.J. NOBLE COMPANY _____

Date 06/01/2020 _____

UTILITY AGREEMENT

CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **ALLEY REHABILITATION PROJECT CIP PROJECT NUMBERS 7319, 7320 & 7321**, (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.

R.J. NOBLE COMPANY

Contractor

x

By

STEVE MENDOZA, SECRETARY

Title

06/01/2020

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.

N/A

This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal grey lines across the entire width of the page, typical of notebook or primary school writing paper. There are no margins, text, or other markings present.

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.

R.J. NOBLE COMPANY

Contractor

X

By



STEVE MENDOZA, SECRETARY

Title

06/01/2020

Date

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

R.J. NOBLE COMPANY

Bidder Name

15505 E. LINCOLN AVENUE

Business Address

ORANGE

CA 92865

City,

State

Zip

(714) 637-1550

Telephone Number

stevemendoza@rjnoblecompany.com

Email Address

782908 CLASS A & C-12

State Contractor's License No. and Class

1000004235

DIR Registration Number

08/2000

Original Date Issued (Contractor's State License)

08/31/2020

Expiration Date

The work site was inspected by NAVEED KHARRATT of our office on 05/29, 2020.

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

R.J. NOBLE COMPANY A CALIFORNIA CORPORATION

MICHAEL J. CARVER, PRESIDENT

AUSTIN CARVER, VICE PRESIDENT

STEVE MENDOZA, SECRETARY

JACOB BREEDLOVE, ASSISTANT SECRETARY

JAMES N. DUCOTE, C.F.O.

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.

R.J. NOBLE COMPANY

Company Name

X

Signature of Bidder

STEVE MENDOZA, SECRETARY

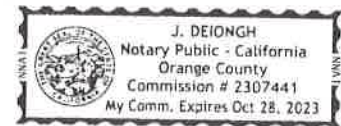
Printed or Typed Signature

Subscribed and sworn to before me this 1ST day of JUNE, 2020.

NOTARY PUBLIC

X

J. DE IONGH



NOTARY SEAL

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

1. CITY OF ANAHEIM, 200 S. ANAHEIM BLVD STE 276, ANAHEIM, CA 92801

Name and Address of Public Agency

Name and Telephone No. of Project Manager: BOB LUCIANO 714-765-5176

\$7,024,436.03

RESIDENTIAL STREET IMPTS

12/2019

Contract Amount

Type of Work

Date Completed

2. CITY OF STANTON, 7800 KATELLA AVE, STANTON, CA 90680

Name and Address of Public Agency

Name and Telephone No. of Project Manager: GUILLERMO PEREZ 714-890-4205

\$1,088,600.00

RESIDENTIAL & ARTERIAL STREET REHAB

04/2019

Contract Amount

Type of Work

Date Completed

3. CITY OF IRVINE, 1 CIVIC CENTER PLAZA, IRVINE, CA 92606

Name and Address of Public Agency

Name and Telephone No. of Project Manager: STACY DELONG 949-724-6442

\$7,077,967.00

ANNUAL STREET REHABILITATION & SLURRY SEAL

08/2019

Contract Amount

Type of Work

Date Completed

RESPONSIBLE BIDDER – SUPPLEMENTAL QUESTIONNAIRE

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

70 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

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.

N/A

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. N/A

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.

LESS THAN 1% %

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

☐ Yes ☒ No

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

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

☐ Yes

☒ No

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

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

R.J. NOBLE COMPANY

as PRINCIPAL, and

Western Surety Company

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

In no case shall the liability of the surety hereunder exceed the sum of \$ 10%. 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 "

Alley Rehabilitation Project #7319, 7320 and 7321

"For which bids are to be opened and read at the time and place stated in Section A "Notice Inviting Sealed Bids"

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 12th day of May, 20 20.

R.J. NOBLE COMPANY

Principal

By: X 
STEVE MENDOZA, SECRETARY

Western Surety Company

Surety


James Scott Salandi, Attorney-in-fact

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of ORANGE

On 05/15/2020

before me, J. DEIONGH, NOTARY PUBLIC

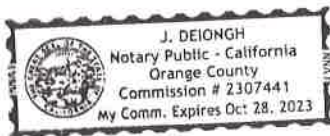
Date STEVE MENDOZA

Here Insert Name and Title of the Officer

personally appeared

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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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

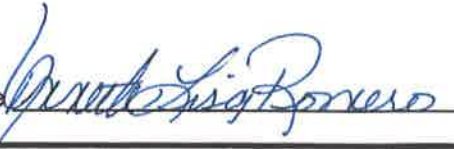
On MAY 12 2020 before me, Annette Lisa Romero, A Notary Public
(insert name and title of the officer)

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

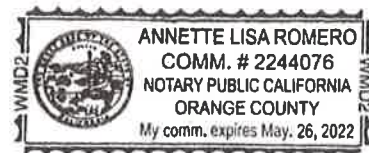
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha }

On this 18th day of June, 2015, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice-President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



CERTIFICATE

S. Eich

S. Eich, Notary Public

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____ MAY 12 2020



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CONSTRUCTION AGREEMENT**ALLEY REHABILITATION PROJECT, CIP NO. 7319, 7320, & 7321**

This Construction Agreement (“Agreement”) is dated _____, 2020 for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and RJ Noble Company, a California Corporation (“Contractor”). Contractor’s CSLB license number is 782908. Contractor’s DIR registration number is 1000004235.

R E C I T A L S

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **ALLEY REHABILITATION PROJECT, CIP NO. 7319, 7320, & 7321** (“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 **ALLEY REHABILITATION PROJECT, CIP NO. 7319, 7320, & 7321** (“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 \$ **458,507.50**. 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 **60** working days from the date of Notice of Proceed ("Completion Date").

B. Contractor agrees further to the assessment of 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 or if the policies expire prior to the end of the Contract, 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.

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

RJ NOBLE COMPANY

☐ 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.]

CITY OF BREA

By: _____
 Mayor

Attest: _____
 City Clerk

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 06/30/2020

SUBJECT: Amendment No. 1 to Professional Services Agreement with LPA, Inc. for Parks, Recreation and Human Services Planning Services

RECOMMENDATION

Approve Amendment No. 1 with LPA, Inc. in a not-to-exceed amount of \$6,646.24 resulting in a total contract amount not-to-exceed \$56,646.24 and appropriate \$6,646.24 from Park Development Reserves (Fund 250).

BACKGROUND/DISCUSSION

On February 5, 2019, City Council authorized a contract in the amount of \$50,000 with LPA, Inc. to commence the Parks, Recreation and Human Services Needs Assessment. This project began in response to City Council outlining one of their goals to strategically plan for Brea's future and to launch off of the great work completed through the Brea Envisions effort. The scope of work for this contract included taking inventory of various community facilities, as well as the amenities and programs housed within each facility, in order to create a gaps analysis identifying what amenities and/or programs may still be missing in Brea. This draft report was created by comparing the Brea inventory to other local municipalities which are comparable to Brea in either region or population size.

LPA, Inc. has concluded the original scope of services by preparing their report and presented their findings to the Parks, Recreation and Human Services Commission earlier this year. Though, due to an administrative oversight, an additional meeting needed to be scheduled which resulted in the City incurring an additional cost for LPA, Inc to make two trips to Brea. The amount owed exceeds the amount previously authorized by the City Council and this amendment would cover the costs of the additional meeting dates. Additionally, staff is interested in having LPA, Inc. expand their scope of services to include participating in presenting the report to City Council and the community, as well as complete any follow-up work prior to finalizing their assessment. Staff finds value in expanding their scope to include assistance with this final public meeting, as maintaining the third-party and unbiased assessment has been a vital component of preparing this data and ensuring the desires of the community are validated through the process. Ultimately, staff intends to utilize the report's findings in planning the future of any City-owned facilities, as well as in future discussions with the development community.

LPA has estimated the additional cost for these two items is \$6,646.24, broken down as follows:

- Additional meeting for presentation of project to the Parks, Recreation and Human Services Commission - \$4,646; and
- Assistance with an additional public presentation and the completion of the Parks, Recreation and Human Services Needs Assessment (only to be paid as needed) - \$2,000.

Prior to this project, LPA has previously done work for Brea serving as the architect for both the Brea Community Center (1996) and the Brea Sports Park (2009). LPA is familiar with our community and staff has remained satisfied with their work and high quality staff.

SUMMARY/FISCAL IMPACT

There is no General Fund impact. The remainder of this project will be funded by the Park Development Fund (250).

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Jenn Colacion, Management Analyst
Concurrence: Chris Emeterio, Assistant City Manager

Attachments

Amendment

AMENDMENT NO. 1
to the AGREEMENT for PROFESSIONAL SERVICES
with LPA, Inc.
for Professional Parks and Recreation Planning Services

THIS AMENDMENT ("Amendment") is effective on *the date on which this Agreement is executed by the City of Brea, a California municipal corporation ("City"), and LPA, Inc. ("CONTRACTOR")*. Contractor and City are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

I. Recitals

- A. The Parties entered into an Agreement on **February 5, 2019** ("Agreement Date"), whereby CONTRACTOR agreed to **provide Professional Parks and Recreation Planning services** as set forth in Exhibit A ("Services") on City's behalf at the prices set forth in Exhibit A all according to the provisions and requirements as set forth in the **Agreement** all to CITY's reasonable satisfaction ("Agreement").

II. Amendment

The Parties agree to amend this Agreement as follows:

- A. **Increase the not-to-exceed aggregate amount from \$50,000.00 to \$56,646.24.**
- B. That all other terms and conditions as set forth in the original Agreement shall remain in effect for the duration of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, The parties hereto have executed this Agreement on the date executed by City. The undersigned Parties represent and warrant that they are authorized to bind their principles to the terms of this agreement.

Contractor

Business Name: LPA, Inc.

Taxpayer ID#: _____

only for Public Works projects Contractor Lic.#: _____ DIR Reg#: _____

Business Type ☐ Individual/Sole Proprietor or single-member LLC;
(Contractor select one) ☒ C Corporation; ☐ S Corporation; ☐ Partnership; ☐ Trust/estate;
☐ Limited Liability Company
☐ Other (specify) _____

Authorized Signatory _____

Title _____

Address, Suite# _____

City, State, Zip _____

Phone _____

Email _____

Signature(s): _____ Date: | |
(principal)

Signature(s): _____ Date: | |
(2nd Signature required if corp)

City of Brea

City of Brea, a California Municipal Corporation

Address: 1 Civic Center Circle

City, State, Zip: Brea California 92821

Printed Name: Marty Simonoff

Title: Mayor

Authorized Signature: _____ Date _____

Attestation (if total contract value exceeds \$25,000 or \$200,000 for Public Works projects)

Printed Name: Lillian Harris-Neal, MMC

Title: City Clerk

Authorized Signature: _____ Date _____

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 06/30/2020

SUBJECT: Extension of the Lateral Police Officer Bonus Incentive Pilot Program

RECOMMENDATION

Continue for an additional year the lateral police officer recruitment incentive bonus pilot program, up to four officers for FY 2020-21 at \$12,000 per officer to include an initial payment of \$6,000 upon hire per lateral police officer, and the second \$6,000 would be paid upon successful completion of the required one-year probationary employment period .

BACKGROUND/DISCUSSION

Recruitment of police officers continues to be highly competitive as law enforcement agencies throughout Southern California compete for the same limited pool of applicants for pre-service police academy recruits. While the Police Department and the City's Human Resources Division continue to proactively seek qualified candidates, lateral police officers continue to be an additional way to secure quality qualified police officers. Lateral police officers are currently serving police officers at other law enforcement agencies who may be interested in seeking employment at a different agency. The desire to seek employment at another police department can often be driven by the desire to seek new opportunities or a need to relocate for various reasons. Lateral police officers bring training and experience to the Brea Police Department and can be trained and deployed into the field at a more accelerated rate than police recruits.

In order to increase the City's attractiveness to potential lateral police officers, the Police Department and the City's Human Resources Division worked together to develop a pilot program to provide new lateral police officers with a recruitment bonus. A lateral police officer hired by the City after this pilot program's second-year approval by City Council is eligible for a \$12,000 bonus, paid in two installments. The first \$6,000 would be paid upon hire, and the second \$6,000 would be paid upon the successful completion of the required one-year probationary employment period.

The program's first year was FY 2019-20. During FY 2019-20, three qualified lateral police officers were employed by the Police Department under this incentive program. All three are experienced police officers who each has between 5 – 6.5 years of law enforcement experience with other agencies prior to joining the Brea Police Department. All three officers brought a wealth of experience and knowledge with them which ranged from bias-based policing, tactical communications, and tolerance training to one being a certified drug recognition expert. One of the lateral police officers is currently off training and successfully working on his own. The other two lateral police officers are currently finishing up their field

training and will be deployed into the field ahead of other trainees due to their prior years of service with their respective law enforcement agencies. Staff is recommending an additional year of the program for up to four officer within FY 2020-21

SUMMARY/FISCAL IMPACT

The proposed funding allocation for this second-year pilot program is \$48,000 spread over two fiscal years. \$24,000 will be allocated in Fiscal Year 2020-21, enough for the hiring of up to four (4) lateral police officers during that fiscal year. The other \$24,000 will be allocated for Fiscal Year 2021-22, for the second installment of those lateral police officers for the successful conclusion of their probationary year. No new funds are being requested to continue this program as salary savings within the Police Department budget are expected to be available to fund this program.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Adam Hawley, Acting Chief of Police

Attachments

FY 19-20 Lateral Police Officer Bonus Incentive Pilot Program

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: John Burks, Police Chief
DATE: 09/17/2019
SUBJECT: Lateral Police Officer Recruitment Bonus Incentive-Pilot Program

RECOMMENDATION

Authorize lateral police officer recruitment incentive bonus pilot program to include payment of \$6,000 upon hire per lateral police officer, and the second \$6,000 would be paid upon successful completion of the required one-year probationary employment period, up to four officers within FY 2019-20.

BACKGROUND/DISCUSSION

Now more than any time in the recent past, the recruitment of Police Officers has become highly competitive as law enforcement agencies throughout southern California are competing for the same applicants, especially for pre-service police academy recruits. Although the Police Department and the City's Human Resources Division continue to proactively seek a large pool of pre-service candidates, another way to address applicant shortages and find a competitive advantage is to seek Lateral Police Officer applicants. These are current police officers at other law enforcement agencies who may be interested in seeking employment at a different agency. Often, lateral police officers are seeking new opportunities or may wish to re-locate for various reasons. Lateral Police Officers bring training and experience, and can be deployed into the field much more quickly than Police Recruits. They can also bring experience balance to the department. In order to increase the City's attractiveness to potential Lateral Police Officers, the Police Department and the City's Human Resources Division have worked together to develop a pilot program to provide new Lateral Police Officers with a recruitment bonus. New Lateral Police Officers hired by the City after this program's approval by City Council will be eligible for a \$12,000 bonus, paid in two installments. The first \$6,000 would be paid upon hire, and the second \$6,000 would be paid upon successful completion of the required one-year probationary employment period.

COMMISSION/COMMITTEE RECOMMENDATION

This item was reviewed by Finance Committee on September 10, 2019.

FISCAL IMPACT/SUMMARY

The proposed funding allocation for this pilot program is \$48,000 spread over two fiscal years. \$24,000 will be allocated in FY 2019-20, enough for the hiring of up to four (4) Lateral Police Officers during that fiscal year. Due to salary savings within the FY 2019-20 budget, sufficient funds will exist to implement the pilot program. \$24,000 will be submitted for approval within the FY 2020-21 budget to pay the second installment for those Laterals should they successfully complete their probationary employment period.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by:

Concurrence:

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 06/30/2020

SUBJECT: Approval of Fiscal Year 2020-21 Property Tax Rate to Fund the City's Paramedic Program

RECOMMENDATION

Approve resolution.

BACKGROUND/DISCUSSION

At the March 7, 1978, general municipal election, the qualified electors of the City, by and through the City Council, approved the levy of an annual property tax rate to fund the City's Paramedic Program. This annual property tax was not to exceed \$0.20 per \$100 of Assessed Value (25% of market value) per year. Beginning in 1981, the County of Orange implemented a policy change concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value.

For Fiscal Year 1981-82, the property valuation was increased to Full Taxable Value for property tax purposes. Therefore, the tax rate needed to be decreased in order for the actual amount of taxes paid by the property owner to remain unchanged. According to Resolution 81-72, a tax rate of \$0.045 per \$100 of Full Taxable Value is equivalent to a tax rate of \$0.18 per \$100.00 of Assessed Value based on the previous method.

State law prohibits the City Council from increasing the paramedic levy above the voter-authorized level. The tax rate of \$0.045 per \$100 of Full Taxable Value is less than the voter-authorized maximum tax rate. Additionally, it is noted that the passage of Proposition 218 by the voters in November 1996 had no impact on the City's ability to levy the annual Paramedic Tax, as the tax was voter-approved in 1978.

Each fiscal year the City Council adopts a resolution approving the rate of tax upon taxable property within the City of Brea. This tax rate is required to be approved by City Council and submitted to the Orange County Auditor-Controller's Office no later than August 10, 2020 allowing the County to apply the rate of taxation to the City's property tax roll to maintain the Paramedic Program.

Since its inception in 1979, the Brea Fire Services Department Paramedic Program has grown considerably from the days when the paramedics responded to calls in an old red van. Currently, the paramedics utilize a modern paramedic engine company configuration. The original program that began in Fiscal Year 1978-79 had a budget of \$200,000 and was fully funded by revenues generated from the paramedic tax. While the actual tax rate has remained constant over the past 39 years, additional revenue has been generated from increases in the property values. Meanwhile, direct expenditures have increased as the program has been greatly enhanced, as outlined below, and as the City's population and service demands have increased.

About the Paramedic Program

A "Paramedic Engine Company" providing Emergency Medical Service (EMS) delivery is currently the most common staffing configuration in operation locally and regionally. This configuration provides for Advanced Life Support capability within its fire-fighting and emergency response resources without compromising either service. The City's paramedic units, Brea Engine Company #1, Truck Company #2 and Engine Company #3, are complete units that respond to both fires and medical emergencies. In addition, resources necessary to provide functional support, such as extrication of patients and fire protection during traffic emergencies, are available at the scene with the paramedic unit.

The program started in Fiscal Year 1978-79 with seven certified paramedics. The Brea Fire Services Department

currently carries a complement of 21 certified paramedics and one Emergency Medical Services Manager. This allocation level meets the staffing requirement of the Orange County EMS Agency while providing for uninterrupted deployment of paramedics during leave, training and emergency conditions. Just as the nature of emergencies has changed, so has the required paramedic skill level. Paramedics are being delegated greater responsibility in the field as emergency room medicine is continually being evaluated and streamlined. Paramedic staff receive continuous in-service training on a myriad of topics, including: trauma medicine; air and blood-borne pathogens; environmental emergencies; pediatric medicine, including sudden death syndrome; swift water rescue and mass casualty management.

Field techniques have improved greatly since the program began with treatment advances in the areas of Adult and Pediatric Intubation (airway management requiring insertion of appliances into the trachea), cervical-spine treatments and neurological protection, improved treatment for burn victims and the AED program (cardiac defibrillation), which is in service on all responding Brea units.

Paramedic Response History

Calendar Year	2015	2016	2017	2018	2019
Total Emergency Medical Calls ⁽¹⁾	4,052	4,218	4,265	3,948	3,832
Total Calls for Service from Fire Dept. (Including false alarm responses) ⁽¹⁾	5,364	5,413	5,373	4,917	4,893
Percent of Total	75.54%	77.92%	79.38%	80.29%	78.3%
(1) Data updated to include all call data reported from the Metro Cities Fire Authority Metro Net Communications Report					

SUMMARY/FISCAL IMPACT

Paramedic tax revenue is accounted for in the Paramedic Services Fund (Fund 174) separate from the City's General Fund. This fund was established to account for revenues generated from the paramedic tax and other revenues, as well as costs associated with the Brea Paramedic Program. This includes personnel costs for 21 full-time paramedic positions, one EMS Manager position and related costs to operate the program.

The proposed paramedic tax rate is \$0.045 per \$100 of Full Taxable Valuation. Based on an estimated Full Taxable Valuation (secured and unsecured value) of \$11.358 billion, the estimated tax levy is \$5.111 million. The total annual levy also includes a levy on supplemental, public utility and other property values that occur annually which is projected to bring the total levy to \$5.368 million.

The former Brea Redevelopment Agency (RDA), which was established in 1971, impacts the flow of paramedic tax revenues to the City. Property owners within the RDA project area pay the same property rate as if they were outside the RDA project area (non-RDA area properties). Paramedic tax for properties outside the RDA project area are remitted to the County and flow directly back to the City. However, under state law, property tax revenue (including the Paramedic Tax) remitted by property owners within the Redevelopment Project Areas to the county was allocated annually first to the Redevelopment Agency.

In 2012, Redevelopment Agencies were dissolved and Successor Agencies were established to pay off the remaining obligations for the former redevelopment agencies. As in all California cities, Brea's property taxes (including Paramedic Tax) remitted from properties in the project areas, are now allocated to Redevelopment Property Tax Trust Fund (RPTTF) and the portion needed to pay off the obligations for that fiscal year is forwarded to the Successor Agency. The remaining portion of the Paramedic Tax revenues allocated to the RPTTF are passed back to the City.

As the Successor Agency pays down the obligations of the former Redevelopment Agency, the Paramedic Tax revenues that were previously directed to the RDA and now the Successor Agency are slowly, but surely, coming back to the City for paramedic service sooner than they otherwise would have been. For FY 2020-21, it is estimated that 63.1% of paramedic tax revenues (\$1.501 million) allocated to the RPTTF will be passed back to the City.

The following is a summary of the estimated levy; the amount to be allocated to the Successor Agency and the amount to be passed back to the City:

Property Description		Amount to		
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	Estimated Levy	Successor Agency	Amount to City	% to the City
Non-Redevelopment Area Properties	\$2.989		\$2.989	100.0%
Redevelopment Area Properties	\$2.379	(\$0.878)	\$1.501	63.1%
Totals	\$5.368	(\$0.878)	\$4.490	

The estimated paramedic tax levy, net of the amount retained by the Successor Agency is projected to generate \$4,490,000 to the City of Brea in Fiscal Year 2020-21. The revenue collected will cover approximately 75.7% of the \$5,928,017 of estimated program costs. The difference is to be funded from the City's General Fund in the amount of \$1,091,299 and other revenues sources in the amount of \$346,718. Other revenue sources include pass-thru revenue received for Advanced Life Support (ALS) ambulance transport services, as well as revenue received from the City of Fullerton for Fire Command Staff Sharing of the EMS Manager position. The City of Fullerton reimburses the City of Brea for 59% of the position.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA FIXING THE RATE OF TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY OF BREA FOR THE FISCAL YEAR 2020-21 NECESSARY TO MAINTAIN A MOBILE INTENSIVE CARE PROGRAM KNOWN AS PARAMEDICS WITHIN THE AREA OF THE CITY OF BREA AND CERTIFYING SAID RATE OF TAXATION TO THE ORANGE COUNTY AUDITOR-CONTROLLER

A. RECITALS:

(i) During the General Municipal Election held March 7, 1978, the qualified electors of the City of Brea authorized the City, by and through the Council, to levy a property tax rate not exceed \$0.20 per \$100 of Assessed Valuation in addition to its maximum property tax rate established pursuant to Division 1, Part 4, Chapter 2 of the California Revenue and Taxation Code for the specific purpose of establishing and maintaining a mobile intensive care program known as Paramedics within the area of the City of Brea (said "Paramedic Program" hereafter).

(ii) In Fiscal Year 1981-82, the County of Orange implemented a policy concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value. This change resulted in \$0.045 per \$100 Full Taxable Value as the tax levy for the Paramedic Program in years 1981-82 through 2018-19.

(iii) Information and evidence presented to this Council indicated that it would be necessary to expend a sum of approximately \$5,928,017 during the Fiscal Year 2020-21 in order to maintain the Paramedic Program within the area of the City of Brea.

(iv) The revenue to be generated for Fiscal Year 2020-21 based on the tax levy of \$0.045 per \$100 of Full Taxable Value of the property within the City of Brea, exclusive of the revenue generated from the valuation within the Brea Community Redevelopment Project areas and required to be allocated to the Successor Agency has been estimated to

be \$4,490,000.

(v) All legal prerequisites of the adoption of this resolution have occurred.

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A of this Resolution.
2. There is hereby fixed and levied that the total rate of taxation of \$0.045 per \$100 of Full Taxable Value of all taxable property within the City of Brea, said taxation to be utilized to maintain a mobile intensive program known as the Paramedic Program within the area of Brea for the Fiscal Year 2020-21 and this Council hereby certifies said rate of taxation for that specified purpose to the Auditor-Controller of the County of Orange.
3. The City Clerk shall certify to the adoption of this Resolution and file with the Orange County Auditor-Controller, a certified copy hereof, on or before August 10, 2020.

APPROVED AND ADOPTED on this

Mayor

ATTEST: _____
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 _____, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk