



Finance Committee

Tuesday, September 13, 2022

8:30 a.m.

Executive Conference Room and via Zoom
Brea Civic & Cultural Center

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

The Finance Committee meeting will be held on September 13, 2022 at 8:30 a.m. and the public is welcome to participate. To provide comments in person, the Executive Conference Room will be open to a limited number of members from the public. To provide comments by teleconference (Zoom), members of the public must contact City Staff at (714) 990-7676 or arlenem@cityofbrea.net no later than 12:00 p.m. Monday, September 12, 2022 to obtain the Zoom information. Participants will be muted until recognized at the appropriate time by the Committee. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, September 12, 2022. Any comments received via email will be summarized aloud into record at the meeting.

The Finance Committee 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 during normal business hours in the Administrative Services Department located on the third floor of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821. 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. **August 9, 2022 Finance Committee Regular Meeting Minutes - Approve.**

Attachments

Draft Minutes 08-09-2022

DISCUSSION

3. **Approve Purchase of Utility Poles for Safety Netting at Brea Creek Golf Course, CIP 7978**
- Approve purchase of nine utility poles from Stella Jones in the amount of \$40,901.73.

Attachments

Stella Jones Quote

Bell Lumber Quote

Walters Quote

4. **Appropriate Funds and Award Contract for Janitorial Services at City Park Restrooms**
- Appropriate \$107,700 to amend the City's General Fund (110) Operating Budget for Fiscal Year 2022-23 for Janitorial Services at park restrooms; Award Contract to K-Pro Stone Care in the amount of \$148,500 for Janitorial Services at City park restrooms and as-needed trash removal; and
Authorize the City Manager to approve Agreement and future extensions

Attachments

Agreement for Park Restroom Janitorial

Approved Insurance

Proposal

Fee Schedule

Janitorial RFP

5. **Award the Berry Street Sidewalk Project, CIP Project No. 7324** - Approve the Plans and Specifications; Receive bids; Award Contract to the lowest responsive and responsible bidder, Towo Enterprise, Inc. in the amount of \$370,846.25; and Authorize the City Engineer to issue Change Orders up to a "not-to-exceed" amount of 15% of the Contract Price.

Attachments

Exhibit A - Location Map - Phase 1 Boundary

Exhibit B - Bid Documents

Exhibit C - Towo Enterprise, Inc. Bid Proposal

6. **Award the Country Hills Subdivision Pavement and Water Improvements, Phase 2, CIP Project No. 7322** - Approve the Plans and Specifications; Receive bids; Award Contract to the lowest responsive and responsible bidder, Gentry Brothers, Inc. in the amount of \$2,125,523.60; and Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

Attachments

Attachment A - Location Map

Attachment B - Bid Documents

Attachment C - Bid Proposal

7. **Consideration of Parking Agreement at 220 S. Orange Avenue with Brea Olinda Unified School District (BOUSD)** - Staff recommends that the Finance Committee recommend the City Council take the following actions: Provide direction on the terms and conditions for the proposed parking agreement between the City of Brea and the Brea Olinda Unified School District (BOUSD) located at 220 S. Orange Avenue. Authorize the Community Development Director, or his designee, to execute, administer, and take the necessary actions to implement an agreement with BOUSD for the use of the parking lot located at 220 S. Orange Avenue.

Attachments

Exhibit - Map of Parking Lot

8. **Amendment No. 2 with PeopleSpace for Civic & Cultural Center 3rd Floor Redesign and Furniture Purchase** - Approve Amendment No. 2 with PeopleSpace in an amount not-to-exceed \$250,000 - 265,000 (*estimate*) resulting in a total contract not-to-exceed \$754,000 - 769,000 (*estimate*); and Authorize Public Works Director to approve change orders up to 5% of the not-to-exceed amount; and Appropriate up to \$15,000 from the Fixed Asset Replacement Fund (182) to the Capital Improvement Program CIP Budget to complete the project.

Attachments

Amendment No. 2 - Draft

Amendment No. 1

Original Professional Services Agreement

9. **Approve an Extension to the Professional Services Agreement for Investment Advisory Services with Chandler Asset Management** - City staff recommends the Finance Committee to approve an extension with Chandler Asset Management to perform investment advisory services through December 31, 2023. In addition, authorize the City Manager to execute the contract amendment.

Attachments

Agreement with Chandler Asset Management - Investment Advisory Services

Amendment No. 1 - Investment Advisory Services

10. **Schedule Next Meeting: Tuesday, September 27, 2022**

cc: Mayor Pro Tem Glenn Parker and Council Member Steven Vargas

Special Accommodations

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

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 09/13/2022
SUBJECT: August 9, 2022 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Monica Lo, Deputy Director of Administrative Services

Attachments

Draft Minutes 08-09-2022



DRAFT FINANCE COMMITTEE MINUTES

Tuesday, August 9, 2022

8:30 AM

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Council Member Christine Marick, Council Member Marty Simonoff, Chris Emeterio, Kristin Griffith, Michael Ho, Monica Lo, Bill Bowlus, Cliff Flaughner, Faith Madrazo, Sean Matlock, Alicia Brenner and Anthony Godoy

OTHER ATTENDEES: James Ramsey, Eide Bailly LLP

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

CONSENT

2. **July 12, 2022 Finance Committee Special Meeting Minutes – Approved**

DISCUSSION

3. **Approve Plans and Specifications, and Authorize the Purchase of Traffic Signal Poles for the Traffic Signal Modification Project, CIP No. 7717** – *The Committee discussed item and a split recommendation was identified. Item to be forwarded to City Council.*
4. **Approve Purchase of Utility Poles for Safety Netting at Brea Creek Golf Course CIP 7978** – *Recommended for City Council approval*
5. **Meeting with Eide Bailly LLP Pursuant to Statement on Auditing Standards (SAS) No. 114 Regarding the Fiscal Year 2021-22 Annual Audit** – *The Committee discussed item and clarification was provided by staff and confirmed with Eide Bailly that the reference to “significant risk” as it relates to “Management override of internal controls” in the Audit Communication Letter is an area of special audit consideration for the industry and not specific area of concern for the City. Received and filed.*
6. **Microsoft 365 Exchange (Email) Licenses** – *Recommended for City Council approval*
7. **Software/Hardware Maintenance Support and Online Subscription Service Agreements** – *Recommended for City Council approval*
8. **Schedule Next Meeting: Tuesday, August 30, 2022**

Meeting adjourned: 8:36 AM

City of Brea**FINANCE COMMITTEE COMMUNICATION**

TO: Finance Committee Members**FROM:** Bill Gallardo**DATE:** 09/13/2022**SUBJECT:** Approve Purchase of Utility Poles for Safety Netting at Brea Creek Golf Course, CIP 7978

RECOMMENDATION

Approve purchase of nine utility poles from Stella Jones in the amount of \$40,901.73.

BACKGROUND/DISCUSSION

As part of the Arovista Modernization Project, CIP 7978, safety netting at the Brea Creek Golf Course was included in the base project. The safety netting portion is preceding the entirety of the modernization project and running concurrently to the completion and opening of the Skate Park. The new netting would be installed along the property line adjacent to the #9 tee and behind the #8 green between the golf course and park.

Staff received quotations for the poles treated with Copper Naphthenate, an environmentally friendly preservative, to include delivery and yard inspection from Walters Wholesale Electric, Stella Jones and Bell Lumber and Pole Co. Stella Jones provided the best pricing for a total of \$40,901.73 as shown below:

Stella Jones	\$40,901.73
Bell Lumber and Pole Co.	\$43,477.67
Walters Wholesale Electric	\$48,678.55

Staff included California sales tax and the 1 percent California lumber assessment tax in the total cost for all the quotes. Delivery is estimated to be 8-9 weeks from the order date.

SUMMARY/FISCAL IMPACT

Staff recommends purchasing the nine utility poles from Stella Jones for the safety netting at Brea Creek Golf Course. The full cost of the seventy-five foot poles is \$40,901.73. Funding is available in the CIP budget.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

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

Attachments

Stella Jones Quote

Bell Lumber Quote

Walters Quote



P.O. Box 1496, 1640 E Marc, Tacoma, WA 98401-1496 PH: 480-329-1000 FX: 253-382-3069

QUOTATION

Attention: Chris Beckman
Company: CITY OF BREA

Phone: 714-990-7692
Fax:
Email: Chrisbe@cityofbrea.net

Date: August 16, 2022
From: John Davis

Phone: 480-329-1000
Fax: 253-382-3069
Email: jdavis@stella-jones.com

Your Reference: CITY OF BREA

Our Reference: UMI202220903

We are pleased to offer the following:

FOB: BREA, CA VIA SELF UNLOADER

Ship Time: 8-9 WEEKS ARO - subject to review at time of order

Payment Terms: DUE UPON RECEIPT

Description:

COASTAL DOUGLAS FIR POLES, FULL LENGTH PRESSURE TREATED COPPER NAPHTHENATE TO A FINAL NET RET OF .75# PER CUBIC FOOT, ROOF AND TAG ONLY, PLANT INSPECTION, CONFORMING TO ANSI/AWPA SPEC

<u>Species</u>	<u>Preservative</u>	<u>Quantity</u>	<u>Class</u>	<u>Length</u>	<u>Price per each [US]</u>
DF	CUNAP	9	CL1	75	\$4,176.00

Notes:

PRICES BASED ON QUANTITIES
QUOTED
PLEASE SEE ATTACHED TERMS
AND CONDITIONS

PRICES DO NOT INCLUDE SALES, STATE OR CA LUMBER ASSESSMENT TAX
FREIGHT IS INCLUDED IN PRICE
ADDITIONAL FREIGHT SERVICE COSTS NOT INCLUDED

970184 37,584.00
TAX 2,912.76
40,496.76
CA LUMBER TAX 404.97
40,901.73

John Davis

Totals

9

\$37,584.00

Unless otherwise stated herein, this quotation is submitted subject to our confirmation upon receipt of your order. Any applicable taxes and/or duties are for the buyer's account. All agreements are contingent upon strikes, accidents, acts of God, or other delays whatsoever kind occasioned by circumstances beyond our control. Unless otherwise stated, prices are valid for 30 days from quotation date. Freight is based on quantities quoted and is subject to review should the quantity change. Inspection and final acceptance is to be made at our plant, concurrently with treating, by mutually satisfactory parties, for your account, unless otherwise stated. Payment terms are net 30 days after date of shipment, based on approved credit. All credit card payments will be assessed an additional 3% processing fee. Interest will be charged at a rate of 1.5% per month on overdue accounts.



POLE QUOTE TERMS AND CONDITIONS

Partial award subject to negotiation.

Material subject to availability at time of firm order placement.

Poles supplied will equal or exceed specification quoted. Larger sizes may be provided at no additional cost.

Products covered by this quotation are subject to the following terms and conditions unless explicitly amended by the parties in writing signed by both parties at time of final order placement. Buyer is responsible for product design including selection of the material type, size, preservative and all other aspects of its design and specification. Products covered by this quotation are warranted to comply with Buyer provided specifications, or where no detailed specifications are provided minimum referenced industry standards, if applicable, at time of sale and for twelve months thereafter. Stella-Jones excludes any implied warranties of merchantability or fitness for a particular purpose. Buyer has sole responsibility for installation and engineering, including delivery location and location suitability for storage and installation. Buyer has responsibility for occupational safety and health issues related to its employees and any other claims resulting therefrom or that are related to delivery location storage, theft, installation, use or any other claims, liabilities, fines of any type. In no event will Stella-Jones be liable to Buyer in an amount exceeding the purchase price of the subject products. In no event will Stella-Jones be liable for indirect, special, incidental, exemplary or consequential damages of any kind sustained from any cause or arising out of any legal theory, whether contract, negligence, strict tort liability, contribution, indemnity, or otherwise. Stella-Jones limits all claims to the value of the material supplied. Buyer shall make all claims within ten days of receipt regarding delivery quantity or quality after which the products shall be deemed to have been received and accepted by the Buyer. Any lawsuit by Buyer against Stella-Jones will be filed within one year from delivery of the subject product.

Sales or other applicable taxes will be added to the quoted prices unless customer supplies a resale or exemption certificate valid to the delivery location of the material covered by the quotation. Any sales or other taxes that are found to be applicable to the transaction shall be the liability of the Buyer at time of sale or at anytime thereafter.

This quotation does not provide any form of indemnification nor does it provide for the payment of any liquidated and/or consequential damages unless Buyer and Stella-Jones mutually execute a formal agreement containing these specific terms.



778 - 1st Street NW
New Brighton MN, 55112-0024

651-633-4334
www.blpole.com

City of Brea
Chris Beckman
chrisbe@cityofbrea.net

Revised

Date: 30-Aug-2022
Reference:
Bell Quote: 138745

Douglas Fir Poles per ANSI Standard O5.1 - Latest Revision, pressure treated with Copper Naphthenate per AWP
Commodity Specification D - Latest Revision, Use Category 4B. Bell Lumber & Pole inspection charges are included.

<u>Quantity</u>	<u>Species</u>	<u>Class/Length</u>	<u>Framing</u>	<u>Price Each</u>	<u>Extended</u>
9	DF	1/75	R/O	\$4,439.00	\$39,951.00

FOB: Conventional Truck - Brea CA

Total Quantity: 9 **Total Bid: \$39,951.00**

Shipment: Commencing 4-5 week(s) after receipt of order via conventional truck. Unloading facilities are required at destination.

Terms: Net 30 Days

Freight and treating solution are subject to diesel surcharges at the time of shipment.

**Order acceptance is subject to credit approval and/or payment of poles must be received prior to delivery. Shipping dates, lead times and processing of order will not be initiated until the customer application and the credit approval process has been completed. Once credit has been approved or payment has been made, the order will be processed and scheduled according to the above lead time.

When framing is required, delivery lead time is subject to receipt of approved framing prints no less than 4 week(s) prior to commencing delivery date. When line staked delivery is required, line staking sheets must be provided no less than 4 week(s) prior to commencing delivery date.

Stock is subject to availability at the time of the order placement.

This quotation is valid for acceptance through the end of business day on Aug 31, 2022 and is being offered on the basis of order placement for all/or a proportionate share of each class and length protecting full truckload quantities. Receipt of Purchase Order after validity date is subject to price and lead time review.

Thank you for the opportunity to quote on your wood pole requirements. We look forward to being of service.

Bell Lumber & Pole Company

Jose Padilla, Western US and Canada
Regional Sales Manager

This quote does not include any sales, use or other tax that may apply to the customer. Customer will provide specific sales, use or other tax documentation, including tax resale or exemption certificates for all shipment destinations. In the absence of receiving resale or exemption certificates from the customer, Bell Lumber & Pole Company will charge sale or use tax on invoices, when requires by law.

By accepting this quote and ordering the products described above, Customer agrees to the following: Bell Lumber & Pole Company ("Bell") makes no warranties, express or implied, relating to the poles including, without limitation, warranties of merchantability or fitness for a particular purpose. Customer hereby grants Bell a purchase money security interest in the poles sold hereunder, together with all products and proceeds thereof, and authorizes Bell to file financing statements with respect thereto. The terms and conditions set forth herein contain the entire agreement between Customer and Bell with respect to the subject matter hereof, supersede all other written and oral communications, and may not be modified or waived except in writing. This agreement shall be deemed to have been made in the State of Minnesota, shall be governed by Minnesota law, and the parties agree to jurisdiction and venue in any federal or state court located in Hennepin County, Minnesota, with respect to any dispute hereunder. Bell is not liable to Customer for any incidental, consequential, special or punitive damages relating to the poles and this agreement shall in no event exceed the price paid by Customer to Bell hereunder. Any payment not made when due shall accrue a late charge of one and one-half percent (1.5%) per month or, if lower, the maximum rate permitted by law. Customer shall reimburse Bell for any expenses, including reasonable attorneys' fees incurred by Bell in enforcing its rights hereunder.

Handwritten calculations:
3,096.20
43,047.20
430.47
43,477.67
CL Lumber & Pole



WALTERS - BREA STORE
200 N. BERRY STREET
BREA, CA 92821-3924
714-784-1970
Fax 714-784-1379



Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
08/03/2022	S121193905	1 of 1
CUST PO#:	GOLF COURSE	
JOB/REL#:		

QUOTE TO:

SHIP TO:

CITY OF BREA
1 CIVIC CTR CIR
BREA, CA 92821-5792

CITY OF BREA
1 CIVIC CTR CIR
BREA, CA 92821-5792

CUSTOMER NUMBER	CUSTOMER PHONE	ORDERED BY		SALESPERSON	
186559	714-990-7685	CHRIS		HOUSE ACCOUNT	
WRITER		SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT EXEMPT
MIKE S. WRIGHT 951-680-0210		BEST WAY	MFG DISC 10TH, NET 25TH	09/02/2022	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
9ea	QUOTE ITEM: PER EA/1 COASTAL DOUGLAS FIR POLES, FULL LENGTH PRESSURE TREATED CUNAP ROOF & TAG, PLANT INSPECTION AND CONFORMING TO ANSI SPECIFICATIONS 75FT CLASS2 * Non cancelable, non returnable *			4970.000/ea	44730.00

Prices listed on this quotation are subject to change without notice beyond expiration date, include only the equipment listed and do not include any sales tax unless noted otherwise. Expiration date does not apply to commodity pricing which may be subject to change after 24 hours. Special order items cannot be cancelled unless the manufacturer permits cancellation.

Subtotal	44730.00
Shipping Chgs	0.00
Amount Due	44730.00

9.420141X
3,466.58
48,196.38
481.97
48,678.55

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 09/13/2022

SUBJECT: Appropriate Funds and Award Contract for Janitorial Services at City Park Restrooms

RECOMMENDATION

1. Appropriate \$107,700 to amend the City's General Fund (110) Operating Budget for Fiscal Year 2022-23 for Janitorial Services at park restrooms;
2. Award Contract to K-Pro Stone Care in the amount of \$148,500 for Janitorial Services at City park restrooms and as-needed trash removal; and
3. Authorize the City Manager to approve Agreement and future extensions

BACKGROUND/DISCUSSION

Nightly park closing and restroom maintenance has been performed by Park Division part-time staff since the early '80s. Two part-time employees work an alternating shift of 18 hours during the week to cover the seven-day-a-week operation. Staff reports nightly for their shift that works independently to clean the parks/restrooms, remove the trash, respond to Dispatch as needed, and interface with user groups at active parks. As the number of parks and restrooms increased over time, the available cleaning time between their 7pm to 11pm shift grew shorter and became less thorough. With the addition of the restroom on segment 3 and the Lagos de Moreno restroom as a part of the 2017-2018 Fiscal Year Budget, two additional part-time staff were added to split the City in half, placing an employee on each side of town to cover the 14 restroom buildings and provide a higher level of service to the park restrooms.

In late June of this year, staff lost half of the part-time night cleaning staff. Since the remaining staff could not provide complete and consistent restroom cleaning at the highest level of service, an emergency pilot program using contract services with K-Pro Stone Care was initiated at the start of July for a three-month trial. This contract-based pilot program guarantees nightly restroom cleaning, where with vacations and absences, restroom cleaning is inconsistent and falls on the daytime staff to complete deferred park maintenance. Existing evening staff continue their responsibilities by removing trash and locking park restrooms, responding to Dispatch, and interacting with user groups during the pilot program. To further research the pilot program cost, staff posted an Request for Proposals (RFP) in July on CIPLIST.com for janitorial services at park restrooms. Four proposals were received from 11 companies. Public Works staff read and evaluated the proposals.

Evaluating criteria included references, project team/work approach, related experience, and proposed fees. Companies were rated as follows:

1. K-Pro Stone Care
2. Valley Maintenance Corp
3. Guaranteed Janitorial Services, Inc.
4. Omni Enterprise, Inc.

Monthly fees for the respective Companies are shown in the table below:

Company	Monthly Cost	9-Month Contract
Valley Maintenance Corp	\$7,670	\$69,030
Guaranteed Janitorial Services, Inc.	\$14,770	\$132,930
Omni Enterprise, Inc.	\$15,000	\$135,000
K-Pro Stone Care	\$16,500	\$148,500

Due to ongoing General Fund impacts in future years, staff is recommending awarding a nine-month contract through the end of the current fiscal year until new or additional staff can be hired to resume the in-house cleaning. Staff recommends awarding the contract to K-Pro Stone Care and a one-year extension option.

K-Pro Stone Care has done janitorial work since 2007; successfully completed work for UCLA; and maintained the granite at the Civic & Cultural Center War Memorial and Plaza. They are currently successfully performing the janitorial work at the park restrooms.

Future operational options being considered for the nightly restroom cleaning include exploring a shift differential to increase part-time retention and adding additional part-time evening staff. Any additional staff would be requested through the FY 2023-24 budget cycle.

SUMMARY/FISCAL IMPACT

The award of the contract to K-Pro Stone Care will cost \$148,500 with an additional \$5,000 for possible as-needed trash removal services. Offset costs have been identified in the amount of \$45,800 which includes salary savings from the two vacant part-time positions (\$39,600), as well as the associated vehicle cost (\$6,200). The net fiscal impact to the City's General Fund (110) Operating Budget for FY 2022-23 is \$107,700. There is sufficient fund balance in the General Fund as the result of American Rescue Plan Act (ARPA) funds.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

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

Attachments

Agreement for Park Restroom Janitorial

Approved Insurance

Proposal

Fee Schedule
Janitorial RFP

JANITORIAL SERVICES AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT ("Agreement") is dated [September 20, 2022] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and KPro Stone Care ("Contractor") a CA Sole Proprietor. Contractor's DIR registration number is 1000946220.

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide janitorial services at the following City facility: City parks to include Arovista phase 1 & 2, City Hall, Founders, Tamarack, Jr. High, Lagos, Tracks segment 3, Country Hills, Greenbriar, Sports Park, Wildcatters and Olinda Ranch.

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": \$16,500 per month, over the term.

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

G. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws including the Property Service Workers Protection Act (Labor Code § 1420 et seq.) and the Displaced Janitor Opportunity Act (Labor Code § 1060 et seq.). Time is of the essence in the performance of this Agreement.

B. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

C. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

D. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for [nine months], commencing on [October 1, 2022] and expiring on [June 30, 2022], unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph E below, starting [July 1, 2023 if extended], and on an annual basis thereafter, upon written request of Contractor the Fee Schedule may be adjusted for a Fiscal Year (July 1 to June 30) using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent 12 months ending on December 31 based on data available from the United States Bureau of Labor Statistics. The rate adjustment shall not exceed 3% annually. An adjustment request shall be submitted by Contractor between May 1 and June 1 to be considered for the next Fiscal Year.

D. Minimum Wage Adjustment. Subject to paragraph E below, upon written request of Contractor the Fee Schedule may be adjusted based on legislation that increases minimum wage rates during the term of this Agreement.

E. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code § 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its

personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. Requirement. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. Scope. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. Survival. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received based on the e-mail delivery.

City

Contractor

City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

KPro Stone Care
P.O. Box 1893
Southgate, California 90280
Attn: Mike Khosroabadi, Owner
E-mail: Mike@kprostonecare.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

[contractor name]

[use this signature block if contractor is a corporation]

M.K. owner
☐ Chairperson ☐ President
☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Cecilia Hupp, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

EXHIBIT B
Fee Schedule

(attached)

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.

- A. Rating Requirements. A /VII minimum.
- B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
- C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
- D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.

2. General Requirements

- A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
- C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

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

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

comply with such provisions before commencing the performance of the work of this contract; and

- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

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

A. Commercial General Liability & Contractors Pollution Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

B. Auto Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

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

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 1643 N Schnoor St Suite 103 Madera, CA 93637	CONTACT NAME: Bill Swiston PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: bill.swiston@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: AmGuard Insurance Company 42390 INSURER C: Evanston Insurance Company 35378 INSURER D: State Compensation Insurance Fund of California 35076 INSURER E: INSURER F:
INSURED Mohammad Mike Khosrowabadi, DbA: K-Pro Stone Care PO Box 1893 South Gate, CA 90280	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	BLS56344716	10/14/2021	10/14/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	X		MOAU229075	10/14/2021	10/14/2022	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EZXS3088600	8/16/2022	10/14/2022	AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		901749322	7/1/2022	7/1/2023	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Janitorial Services at City Park restrooms - Brea, CA. The City, its elected or appointed officials, officers, employees and volunteers are to be covered as "Additional Insureds" with respect to liability arising out of products, materials, or services of the Contractor per attached CG 88 10 04 13 endorsement or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor per attached BA 99 04 06 18 endorsement. Waivers of subrogation regarding general liability included per attached CG 88 10 04 13 endorsement and auto liability per attached BA 99 02 09 08 endorsement. Waiver of subrogation regarding workers compensation included per attached SCIF FORM 10217 (REV.4-2018).

CERTIFICATE HOLDER

CANCELLATION

City of Brea Attn: Bill Bowlus 1 Civic Center Circle Brea, CA 92821	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph **a.** is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This provision does not apply in regard to any ownership, maintenance or use of the additional insured's "autos."

Additional Insured When Required by Contract

- (1) Paragraph **A.1. – WHO IS AN INSURED – of Section II – Liability Coverage** is amended to add:

- d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or

- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If another person or organization is added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

STATE
COMPENSATION
INSURANCE
FUND

9017493-22
RENEWAL
NE
5-66-63-79
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE AUGUST 18, 2022 AT 12.01 A.M.
AND EXPIRING JULY 1, 2023 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

K-PRO STONE CARE

PO BOX 1893
SOUTH GATE, CA 90280

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF BREA

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

K-PRO STONE CARE

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.


IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.


NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 19, 2022

2570


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO



1207 Chateau St., Anaheim, CA. 92802

Phone: 818-238-7917

Phone: 714-909-4200

Attention:

Bill Bowlus, Public Works Superintendent

K-Pro Stone Care Contact: Mohammad (Mike) Khosrowabadi
Phone Number 714.909.4200

No Subcontractors needed

This proposal shall be valid for a period of 90 days after the date of submittal.

I, Mohammad Khosrowabadi, attest that all the information furnished within this package is true and correct.

Signature M.K. Date 08.17.2022

I, Mohammad Khosrowabadi, have visited all the sites mentioned in the RFP for The City of Brea parks bathrooms janitorial care. In fact, as of July 1st, 2022, my company has been the intermediate company maintaining the sites listed in the RFP.

Signature M.K. Date 08.17.2022

K-Pro Stone Care currently meets the insurance requirements by The City of Brea for RFP park restrooms.

Signature M.K. Date 08.17.2022

Company Profile:

K-Pro Stone Care is a Sole Proprietorship and was established in 2007. We specialize in stone care, floor care, and commercial janitorial in general. We currently have 5 employees -including myself. We operate out of home in Anaheim, CA. Currently, we do not have any other offices.

Janitorial Services at Park Restrooms

CITY OF BREa
JULY 2022

K-Pro Stone Care has no outstanding credit and we own all vehicles and equipment 100 percent. We have never filed for bankruptcy. We have no pending litigation. We do not have any pending merger with any other company and we do not plan to sell the company.

K-Pro Stone Care has done work for many companies, including, but not limited to: University of California Los Angeles, Viola University, and The Marriott @ Disneyland to name a few, but we currently work for The City of Brea doing the exact work requested via the RFP.

Specialization:

We specialize in stone and any type of flooring cleaning and restoration. We, also, specialize in janitorial.

References:

Eric Aulls City of Brea, 714.240.9492

Daniel Phan, Project Manager, UCLA 310.825.1364

Mathew Johnston, Project Manager, Viola University 714.809.0933

Gerry Velez, Account Manager, Whisk Cleaning Services Inc., 714.213.1619

Staff:

Mohammad (Mike) Khosrowabadi, 714.238.7917, Owner. Has over 25 years of stone and floor care and Janitorial cleaning. Has been with the company since 2007. Currently working at City of Brea Parks.

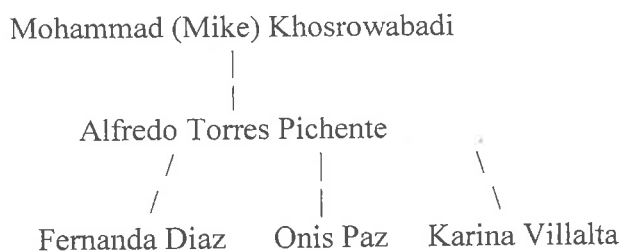
Alfredo Torres Pichente, 714.244.8469 Supervisor. Has been K-Pro Stone Care for 15 years and has extensive knowledge in floor care of any type. Also, has the same experience in janitorial work. Currently working at City of Brea Parks.

Fernanda Diaz, 562.226.1472, Worker. Has been K-Pro Stone Care since July 1st, 2022. She has 20 years of commercial janitorial, home interior, and hotel cleaning. Currently working at City of Brea Parks.

Karina Villalta, 949.531.5382, Worker. Has been with K-Pro Stone Care since July 1st, 2022. She has 17 years of commercial janitorial, home interior, and hotel cleaning. Currently working at City of Brea Parks.

Onis Paz, 714.651.1109, Worker. Has been with K-Pro Stone Care since July 1st, 2022. She has 25 years of commercial janitorial, home interior, and hotel cleaning. Currently working at City of Brea Parks.

Communication/Reporting Relationships Chart



Pledge of Allegiance:

All key personnel will be available to the extent proposed for the duration of the duration of the project, and no person designated as key to the project shall be removed or replaced without the prior written concurrence of The City of Brea.



JANITORIAL SERVICE AGREEMENT

THIS JANITORIAL SERVICE AGREEMENT ("Agreement") is dated August 14, 2022 for reference purposes and is executed by the City of Brea ("City"), A California municipal corporation, and K-Pro Stone Care ("Contractor") a California Sole proprietor corporation. Contractor's DIR number is LR-1000946220.

RECITALS

- A. The City desires to retain Contractor as an independent contractor to provide janitorial services at the following City facility: City Parks.
- B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

Work Plan

To execute the plan on a daily basis to maintain all public city parks stated on SECTION VI of the Agreement, 6 workers and 1 to 2 supervisors will have to work together. We will have 3 crew of 2 and 2 supervisors. 2 crews will clean 7 bathrooms each 5 nights per week and one supervisor will oversee the crew's work each night. The 3rd crew will cover crew 1 and 2 on their nights off. By doing it this way, we can assure that all 14 bathrooms get cleaned each and every night including holidays with exception of two major holidays mentioned in the Agreement.

Cleaning Activities As Follows For Each Bathroom:

1. Use City supplied chemicals to scrub stains on floor; scrub sink, toilets and urinals.
2. Remove any graffiti from fixtures, walls stall doors and ceilings.
3. Remove all litter from restrooms.
4. Hose-out restrooms. Squeegee or broom any excess water down floor drains.
5. Stock all toilet paper and hand soap (City supplied).
6. Lock restrooms.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement.
 - A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.
 - B. "Contract Amount": ^{204,000 M.Kh} ~~213,000~~.
 - C. "Fee Schedule": the schedule set forth in the attached Exhibit B.
 - D. "Indemnitees": the city and its officers, employees, agents, and volunteers.
 - E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
 - F. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fee of accountants, attorneys, and other professionals), judgements, liens, losses, penalties, and proceedings of any virtue whatsoever.
 - G. "Services": the tasks set forth in the attached Exhibit A.
2. **Services.**
 - A. **General Requirements.** Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws including the Property Service Workers Protection Act (Labor Code § 1420 et seq.) and the Displaced Janitor Opportunity Act (Labor Code § 1060 et seq.). Time is of the essence in the performance of this Agreement.
 - B. **Performance Standard.** Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decision that must be made by the City.
 - C. **Customer Care.** While fulfilling the terms of this Agreement, Contractor is performing as a representative of City of Brea and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, or other contractors shall be reported by Contractor immediately to the Contract Administrator.
 - D. **Cooperation.** In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable

JULY 2022

assistance and cooperation that the City might require.

3. Term.

- A. Base Term. The base term of this Agreement shall be for 64 months, commencing on October 1, 2022 and expiring on February 29, 2028, unless extended or earlier terminated as provided as provided herein.
- B. Extension Options. The City shall have three options by which it may extend the term of the Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To Exercise and extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.
- C. City Manager Authority. The city manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.
- D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 prior written notice to Contractor.

4. Compensation.

- A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the fee schedule. In no event shall the compensation payable to the Contractor under this Agreement exceed the Contract Amount.
- B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.
- C. CPI Adjustment. Subject to paragraph E below, starting [date], and on an annual basis thereafter, upon written request of Contractor the Fee Schedule may be adjusted for a Fiscal Year (July 1 to June 30) using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for

JULY 2022

the most recent 12 months ending on December 31 based on data available from the United States Bureau of Labor Statistics. The rate adjustment shall not exceed 3% annually. An adjustment request shall be submitted by Contractor between May 1 and June 1 to be considered for the next Fiscal Year.

- D. Minimum Wage Adjustment. Subject to paragraph E below, upon written request of Contractor the Fee Schedule may be adjusted based on legislation that increases minimum wage rates during the term of this Agreement.
- E. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.
- 5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.
- 6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code § 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.
- 7. Indemnification.**
 - A. Requirement. defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.
 - B. Scope. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

JULY 2022

- C. Survival. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.
8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.
9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.
10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.
11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received based on the e-mail delivery.

City
City of Brea
545 N Berry St.
Brea CA 92821
Att: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor
K-Pro Stone Care
1207 Chateau St.,
Anaheim, CA. 92802
Attn: Mohammad (Mike) Khosrowabadi
E-mail: mike@kprostonecare.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

JULY 2022

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.
14. Exhibits. The attached Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.
15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.
16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

K-Pro Stone Care

Mohammad Khosrowabadi



a Chairperson a President

a Secretary a Asst. Secretary

Janitorial Services at Park Restrooms

CITY OF BREA

JULY 2022

a Vice President

a Chief Finance Officer a 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.]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01 (d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Cecilia Hupp, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A

SCOPE OF SERVICES

ATTACHED

EXHIBIT B

FEE SCHEDULE

FEE SCHEDULE

CITY OF BREA PARK RESTROOMS

ITEM #	DESCRIPTION	QUANTITY	MONTHLY PRICE	TOTAL = MONTHLY x 12				
1.	Clean, close and lock daily as shown below	EACH	\$17,000.00	\$204,000.00				
ITEM #	DESCRIPTION - BID ALTERNATE	QUANTITY		PER NIGHT PRICE				
2.	Empty trashcans and replace City supplied liners at each Park	LS		\$450.00				
BID		BID ALTERNATE						
Park Restroom Location		Acres for Trash	# of Trashcans	Men's	Women's	Stool	Urinal	Sink
Arovista phase I Close no earlier than 10 m		14.89 (both)	16	YES	YES	5	2	2
Arovista phase 2 Close no earlier than 10 m			24	YES	YES	3	2	2
City Hall Close no earlier than 9 m		4.47	18	YES	YES	6	2	2
Country Hills Close no earlier than 10 m		6.21	11	YES	YES	4	2	2
Founders Close no earlier than 9 m		4.5	7	YES	YES	5	2	2
Greenbriar Close no earlier than 8 m		3.51	6	YES	YES	3	2	2
Jr. High Close no earlier than 10 m		13.06	13	YES	YES	3	2	2
Lagos Cit closes dusk ou enter &clean		1	3	YES	YES	3	2	2
Olinda Ranch Close no earlier than 9 m		7.58	17	YES	YES	5	2	2
Brea Sports Park Close no earlier than 10 m		20.6	23	YES	YES	6	2	4
Tamarack Close no earlier than 10 m		5.64	16	YES	YES	3	2	2
Tracks segment 3 City closes dusk, you enter &clean		N/A for Trash	N/A for trash	NO	NO	3	1	2

Wildcatters (east and west) Close no earlier than 10 m	16	21	YES	YES	8	4	4
Woodcrest No Restroom	45	2	YES	YES	0	0	0

Authorized Signature: _____

Date: _____

Janitorial Services at Park Restrooms

CITY OF BREA
JULY 2022

APPENDIX A

CITY OF BREA PARK LOCATIONS

ATTACHED

EXHIBIT C

Insurance Requirements



MOHAMIK-01

DETER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services Inc.
1643 N Schnoor St
Suite 103
Madera, CA 93637

CONTACT NAME: Bill Swiston
PHONE (A/C, No, Ext):
E-MAIL: bill.swiston@hubinternational.com
FAX (A/C, No):
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Ohio Security Insurance Company 24082

INSURER B : AmGuard Insurance Company 42390

INSURER C : Evanston Insurance Company 35378

INSURER D : State Compensation Insurance Fund of California 35076

INSURER E :

INSURER F :

INSURED

Mohammad Mike Khosrowabadi, DbA: K-Pro Stone Care
PO Box 1893
South Gate, CA 90280

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BLS56344716	10/14/2021	10/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY						
	ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/>		MOAU229075	10/14/2021	10/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						
	EXCESS LIAB CLAIMS-MADE			TBD	8/16/2022	10/14/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		<input checked="" type="checkbox"/> 901749322	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE OTH-ER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Janitorial Services at City Park restrooms - Brea, CA. The City, its elected or appointed officials, officers, employees and volunteers are to be covered as "Additional Insureds" with respect to liability arising out of products, materials, or services of the Contractor per attached CG 88 10 04 13 endorsement or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor per attached BA 99 04 06 18 endorsement. Waivers of subrogation regarding general liability included per attached CG 88 10 04 13 endorsement and auto liability per attached BA 99 02 09 08 endorsement. Waiver of subrogation regarding workers compensation to follow.

CERTIFICATE HOLDER

Attn: Bill Bowlus
City of Brea
1 Civic Center Circle
Brea, CA 92821

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



COMMERCIAL AUTO
BA 99 02 09 08

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

JULY 2022

1. Summary. Insurance coverages shall comply with requirements set forth herein.

- A. Rating Requirements. A NII minimum.
- B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
- C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
- D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.

2. General Requirements

- A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
 - c. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.
- . If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3, Coverages

A. Commercial General Liability (CGL)

- a. CGI- affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

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

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

JULY 2022

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

A. Commercial General Liability & Contractors Pollution Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
- c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
- d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

B. Auto Liability

- a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
- b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.
- c. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

A. Insurance Obligations of Contractor. The insurance obligations under this Agreement

JULY 2022

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

- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.
- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by

Janitorial Services at Park Restrooms

CITY OF BREA

JULY 2022

Contractor under the indemnity provisions of this Agreement.

- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

SCOPE OF SERVICES SECTION VI - SCOPE OF SERVICES

DESCRIPTION OF PROJECT

The purpose of this RFP is to contract with a contractor to perform janitorial services at City of Brea parks and lock the restrooms after.

Janitorial Services at Park Restrooms

CITY OF BREA

JULY 2022

All sites must be serviced nightly with the exceptions of the following Holidays:

Christmas

December 25th

New Year's Eve

December 31st

LOCATIONS

Park/Tracks	Address	Restroom Buildings
Arovista West	Berry at Imperial	1
Arovista East	500 Sievers Ave	1
Founders Park	777 Skyler	1
Ci Hall Park	200 S Brea Blvd.	1
Tracks Segment 3	200 N Brea Blvd.	1
Tamarack Park	500 N Tamarack	1
Jr. High Park	Count Lane and Lambert Rd.	1
Greenbriar Park	Greenbriar and Associated Rd	1
Count Hills Park	180 N Associated	1
Wildcatters West	3450 E Santa Fe	1
Wildcatters East	3450 E Santa Fe	1
Olinda Ranch Park	Carbon Canyon and Santa Fe	1
La os de Moreno Park	362 Birch St.	1
Brea Sports Park	3333 E Birch St.	1

1. SCOPE OF WORK

The City will supply all the cleaning solutions, liquid soap and paper products for the restrooms.

The work to be done consists of furnishing all implements, machinery, equipment, tools, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or his designee.

JULY 2022

2. FACILITY ACCESS AND SECURITY

The Contractor shall be provided with a set of keys which the Contractor shall sign for denoting the number and type of key(s) for the respective facilities. Contractor is responsible for the keys and agrees not to duplicate them. If additional keys are needed the Contractor will submit a request to the City. Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession.

3. REGULAR JANITORIAL SERVICES

- Scrub floors with disinfectant cleaner
- Hose out restrooms. Squeegee or broom any excess water down floor drains
- Scrub sinks, toilets and urinals with disinfectant cleaner
- Remove all litter from restrooms. Do not sweep into landscaped areas.
- Remove any graffiti from fixtures, walls, stall doors and ceilings
- Remove dirt, paper, cob webs and other related debris from all wall and ceiling surfaces (regardless of ceiling height)
- Stock all toilet paper, liquid soap and seat covers (City Supplied)
- Report any other issues, such as lights out, broken/leaking fixtures, floor drains clogged, etc.
- Lock restrooms

4. LICENSE AND PERMITS

The Contractor shall have and maintain a valid City of Brea Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

5. HOURS AND SCHEDULE OF JANITORIAL SERVICES

Hours of general janitorial service shall be between 7:00 PM and 12:00 AM every evening. If necessary, additional cleaning can be completed between 5:00 AM and 7:00 AM. Specific restroom closure times are listed on the proposal schedule.

6. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times.

7. STORAGE FACILITIES

The City will provide small janitorial closets on each side of the City for e Contractor to store minor equipment and supplies. Equipment owned by the Contractor shall be clearly identified and safely stored. The Contractor shall use these areas at their own risk, the City shall not be responsible for any damaged, lost or stolen items that are the property of thee contractor.

8. SAFETY

The Contractor agrees to perform all work outlined in the Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, materials, and chemicals consequential tor related to the work; and is solely responsible for complying at all times with all local, County, State Federal or other legal requirements including OSHA Safety Orders, so as to protect all persons, including the Contractor's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property.

9. ADDITIONAL WORK

On occasion the City may need assistance removing trash and replacing City supplied liners at the parks throughout the City. The City is requesting an as-needed pricing on the proposal schedule for such work. The number of trashcans are also listed at the respective parks on the proposal schedule.

SECTION VII

STATUS OF PAST AND PRESENT CONTRACTS FORM

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified

Janitorial Services at Park Restrooms

CITY OF BREa

JULY 2022

contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: Brea	
Contact name: Bill Bowlus	Phone: 714.240.9166
Project award date: 7/1/22	Original Contract Value: \$51,000.00
Term of Contract: 90 days	
1 Status of contract: Good	
2 Identify claims/litigation or settlements associated with the contract: No Pending Litigation	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that

Janitorial Services at Park Restrooms

CITY OF BREA

JULY 2022

contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: Biola University	
Contact name: Mathew Johnston	Phone: 714.809.0933
Project award date: 10/15/2020	Original Contract Value: \$20,050
Term of Contract: 5 Months	
1 Status of contract: Good	
2 Identify claims/litigation or settlements associated with the contract: No Pending Litigation	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that

Janitorial Services at Park Restrooms

CITY OF BREA

JULY 2022

contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: University of California Los Angeles	
Contact name: Daniel Phan	Phone:310.825.1364
Project award date:11/10/2017	Original Contract Value:\$64,000.00
Term of Contract:2 Months	
1 Status of contract: Good	
2 Identify claims/litigation or settlements associated with the contract: No Pending Litigation	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that

Janitorial Services at Park Restrooms

CITY OF BREA

JULY 2022

contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other: Whisk Cleaning Services, Inc.	
Contact name: Gerry Velez	Phone:714.213.1619
Project award date:05/01/2018	Original Contract Value:\$30,000
Term of Contract:2 Months	
1 Status of contract: Good	
2 Identify claims/litigation or settlements associated with the contract: No Pending Litigation	

By signing this Form entitled "Status of Past and Present Contracts,' I am affirming that

Janitorial Services at Park Restrooms

CITY OF BREA

all of the information provided is true and accurate.

Signature M. K.

Date 08/16/2022

Name: M. K. HOSSEINZADEH Title: OWNER

FEE SCHEDULE

City of Brea Park
Locations:

1. Founders Park

5. Tamarack Park

ack Park

9. Greenbriar Park

10. Country Hills

Park 14. Olinda

Ranch Park

3. Arovista East 7. Tracks

Seg. 3 11. Wildcatters

West

1

N Central Ave

N Puente St

5

W Lambert Rd

7

Yard House

31

23

Brea

4

S Brea Blvd

6

Mr. Tempo

9

8

E Lambert Rd

(57)

10

Brea Eagle Hills
Christmas Light

Whole Foods

Tri-City Park

Firestone Scout
Reservation

Olinda Alpha Landfill

11 12

13. Brea Sports
Park

2. Arovista West 6.
Lagos de Moreno

4. City Hall Park

8. Tamarack Park

12. Wildcatters East

Rd

13

14

Carbon
Canyon
Regional Park

Black Gold Golf

Whole Foods Market

FEE SCHEDULE CITY OF BREA PARK RESTROOMS

ITEM #	DESCRIPTION	QUANTITY	MONTHLY PRICE	TOTAL = MONTHLY X 12
1.	Clean, close and lock daily as shown below	EA.	\$ 16500 ⁰⁰ / ₁₂	\$ 198,000 ⁰⁰ / ₁₂

ITEM #	DESCRIPTION – BID ALTERNATE	QUANTITY	PER NIGHT PRICE
2.	Empty trashcans and replace City supplied liners at each Park	LS	\$ 450 ⁰⁰ / ₁₂

BID	BID ALTERNATE						
Park Restroom Location	Acres for Trash	# of Trashcans	Men's	Women's	Stool	Urinal	Sink
Arovista phase 1 Close no earlier than 10pm	14.89 (both)	16	Y	Y	5	2	2
Arovista phase 2 Close no earlier than 10pm		24	Y	Y	3	2	2
City Hall Close no earlier than 9pm	4.47	18	Y	Y	6	2	2
Country Hills Close no earlier than 10pm	6.21	11	Y	Y	4	2	2
Founders Close no earlier than 9pm	4.5	7	Y	Y	5	2	2
Greenbriar Close no earlier than 8pm	3.51	6	Y	Y	3	2	2
Jr. High Close no earlier than 10pm	13.06	13	Y	Y	3	1	2
Lagos City closes dusk, you enter & clean	1	3	Y	Y	3	1	2
Olinda Ranch Close no earlier than 9pm	7.58	17	Y	Y	5	2	2
Brea Sports Park Close no earlier than 10pm	20.6	23	Y	Y	6	2	4
Tamarack Close no earlier than 10pm	5.64	16	Y	Y	3	2	2
Tracks segment 3 City closes dusk, you enter & clean	N/A for Trash	N/A for trash	Y	Y	3	1	2
Wildcatters (east and west) Close no earlier than 10pm	16	21	Y	Y	8	4	4
Woodcrest (No Restroom)	.45	2	N	N	0	0	0

Authorized Signature: _____

M.K.
Mike Khosro DBA K-ProStone care

Date: 08/30/2022



CITY OF BREA

PUBLIC WORKS DEPARTMENT – PARK DIVISION

REQUEST FOR PROPOSALS (RFP)

Janitorial Services At Park Restrooms

**Park Division
Public Works Department
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732**

Key RFP Dates

Issued:	July 28, 2022
Written Questions Due:	August 11, 2022
Proposals Due:	August 18, 2022

TABLE OF CONTENTS

	<u>Page</u>
SECTION I INSTRUCTIONS TO OFFERORS	1
SECTION II PROPOSAL CONTENT	6
SECTION III EVALUATION AND AWARD	11
A. EVALUATION CRITERIA	
B. EVALUATION PROCEDURE	
C. AWARD	
D. NOTIFICATION OF AWARD	
SECTION IV CITY OF BREA INSURANCE REQUIREMENTS	14
SECTION V SAMPLE BREA AGREEMENT	16
SECTION VI SCOPE OF SERVICES	17
SECTION VII STATUS OF PAST AND PRESENT CONTRACTS	21
SECTION VIII FEE SCHEDULE	23
APPENDIX A BREA PARK LOCATIONS MAP	

CITY OF BREA

PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

Janitorial Services at Park Restrooms

July 2022

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

**Office of the City Clerk
3rd Floor Civic and Cultural Center
1 Civic & Cultural Center
Brea, CA 92821-5732**

no later than 2:00 P. M. on August 18, 2022. Original and two (2) copies and a cd or flash drive of the proposal shall be submitted in a sealed envelope and marked: "Janitorial Services at City Parks". **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this RFP may be directed to:

**Bill Bowlus
Public Works Superintendent
Phone: 714-990-7694
Email: billb@cityofbrea.net**

Introduction

The City of Brea (Brea) is issuing this RFP for janitorial services at City parks. The City intends to award a contract for the janitorial services.

The agreement awarded will be for a forty-five month base term with up to three one-year extension options exercisable by the City.

SECTION I

INSTRUCTIONS TO OFFERORS

SECTION I - INSTRUCTIONS TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, the Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

B. ADDENDA

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposal.

C. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section C.2 below. Should it be found that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter.

2. Submitting Requests

- a. All questions must be put in writing and must be received by the City no later than 2:00 p.m., August 11, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – RFP for Janitorial Services at City Parks". The City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail or Personal Courier:
Bill Bowlus, Public Works Superintendent, Park Division –
Public Works Department, City of Brea, 1 Civic Center
Circle, Brea, California 92821-5732.
 - (2) Facsimile: Fax number is 714-671-1493.
 - (3) E-Mail: Bill Bowlus, Public Works Superintendent, e-mail

address is billb@cityofbrea.net.

3. Responses

Responses from the City will be emailed to proposing firms no later than close of business on August 15, 2022. Proposing firms must email their contact email addresses to billb@cityofbrea.net with the subject title "Email notifications for Janitorial Services at City Parks."

D. SUBMISSION OF PROPOSALS – TIME SCHEDULE

1. Date and Time

**Proposals must be submitted at or before 2:00 p.m. on
August 18, 2022.**

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.

SCHEDULE:

RFP Issuance	July 28, 2022
Questions Deadline	August 11, 2022
Written Question Response	August 15, 2022
Proposals Due	August 18, 2022
Interviews	September 2022
Contract Awards	September 2022
Commence Work	October 1, 2022

2. Address

Proposals delivered in person (3rd floor receptionist), using the U.S. Postal Service or other means shall be submitted to the following:

**Office of the City Clerk
3rd Floor, Civic and Cultural Center
1 Civic Center Circle
Brea, CA 92821**

The Offeror shall ensure that its proposal is received on or before the specified date and time.

3. Identification of Proposals

Offerors shall submit original and two (2) copies and PDF (on a CD or flash drive) of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

"Janitorial Services at City Parks"

4. Acceptance of Proposals

- a. The City reserve the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserve the right to withdraw or cancel this RFP at any time without prior notice, and the City make no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The City reserve the right to postpone proposal openings for their own convenience.
- d. Proposals received by the City are public information and shall be made available to any person upon request.
- e. Submitted proposals shall not contain copyrighted material.

E. PRE-CONTRACTUAL EXPENSES

The City are not liable for any pre-contractual expenses incurred by an Offeror in the preparation of its proposal. Offerors shall not include any such expenses as part of a proposal.

Pre-contractual expenses are defined as expenses incurred by an Offeror in:

1. Preparing the proposal;
2. Submitting the proposal;
3. Negotiating any matter related to the proposal; or
4. Any other expenses incurred by the Offeror prior to date of award, if any, of the contract.

F. INSURANCE REQUIREMENTS

The minimum levels of insurance coverage specified in Section IV shall be maintained from an acceptable insurer for the duration of the project. Acceptable insurer is defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII.

SECTION II
PROPOSAL CONTENT

SECTION II - PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall be typed, with 12 pt font, single spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offerors shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations shall be brief.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Bill Bowlus, Public Works Superintendent. At a minimum, the Letter of Transmittal shall contain the following:

- a. Identification of the Offeror. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind the Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.
- g. Signed statement attesting to the date(s) on which an authorized representative visited all the sites in the City.
- h. A signed statement to the effect the Offeror currently meets or does not meet the insurance requirements shown in Insurance Requirements, Exhibit C of sample Agreement.

3. Technical Proposal**a. Qualifications, Related Experience and References of Offeror**

This section of the proposal should establish the ability of the Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and City; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

The Offeror shall:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of office(s); number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references shall be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. The Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offeror to service the project(s) as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by the Offeror for each project identified in the Scope of Services.

The Offeror shall:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than one page each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subcontractors.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the contracting City.

c. Detailed Work Plan

The Offeror shall provide a narrative that addresses the Scope of Services and shows the Offeror's understanding of the City's needs and requirements.

The Offeror shall:

- (1) Describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offeror's ability to accomplish the City's objectives.

- (2) Describe approach to managing resources, including a description of the role(s) of any subcontractors, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that the Offeror will use to ensure quality and schedule control.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP. "Technical" exceptions shall be segregated from "contractual" exceptions related to the sample agreements set forth in Sections V. Where the Offeror wishes to propose alternative approaches to meeting the technical requirements, or wishes to propose alternative contract language, these shall be thoroughly explained. If no contractual exceptions are noted, the Offeror will be deemed to have accepted the sample agreements as set forth in Section V.

4. Fee Schedules

Offerors shall submit their proposed pricing on the provided fee schedule sheets in Section VIII that include a breakdown by item as outlined. Fee schedules shall be placed in a single sealed envelope.

5. Appendices

Information considered by the Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices shall be relevant and brief.

B. STATUS OF PAST AND PRESENT CONTRACTS FORM

The Offeror shall complete and submit the "Status of Past and Present Contracts" form set forth in Section VII. The Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 5 years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. The Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. The Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.

SECTION III
EVALUATION AND AWARD

SECTION III - EVALUATION AND AWARD**A. EVALUATION CRITERIA**

The City will evaluate the proposals received based on the following criteria:

1. Qualifications of the Firm - technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.

2. Proposed Team and Organization - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.

3. Detailed Work Plan - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.

4. Fee Schedule - reasonableness of fees.

Criteria & Scoring	Points
Qualifications and References	25
Proposed Team and Organization	25
Related Experience and Past Projects	25
Fees	25
Total	100

B. EVALUATION PROCEDURE

An Evaluation Committee comprised of City staff, and that may include outside personnel, will be appointed to review all proposals. The Evaluation Committee will make a recommendation to the City's Director of Public Works, and such persons will present a recommendation to the City Council for final action on a contract award.

C. AWARD

The City may negotiate contract terms with an Offeror prior to award, and expressly reserve the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain the Offeror's most favorable terms and conditions.

D. NOTIFICATION OF AWARD

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror(s) awarded a contract. Such notification shall be made within seven days of the date the contract is awarded.

SECTION IV

**CITY OF BREA
INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR CONTRACTORS/CONSULTANTS
SERVICE CONTRACTS**

(e.g., janitorial service, movers, on-site equipment maintenance agreements, tow service, tree maintenance, road maintenance, welding, plumbing, painting, and electrical work)

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. THEY SUMMARIZE, BUT DO NOT SUPERSEDE, THE INSURANCE REQUIREMENTS ADDRESSED WITHIN THE BODY OF THE JOINT GENERAL SPECIFICATIONS. YOU ARE ADVISED TO REFER TO THE JOINT GENERAL SPECIFICATIONS IN ADDITION TO THE INFORMATION PROVIDED BELOW. PARTICULAR ATTENTION SHOULD BE GIVEN TO BEST'S GUIDE RATING REQUIREMENT LISTED IN SECTION I.D.

IT IS HIGHLY RECOMMENDED THAT YOU CONSULT YOUR INSURANCE CARRIER(S) OR BROKER(S) TO DETERMINE IN ADVANCE OF PROPOSAL SUBMISSION THE AVAILABILITY OF INSURANCE AS PRESCRIBED AND PROVIDED HEREIN. FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD OF CONTRACT.

Type of Insurance Coverage	General Liability	Automobile Liability	Workers' Compensation
Required by Contract?	Yes	Yes	Yes
Minimum Limits of Coverage	\$2,000,000 Combined Single Limit Per Occurrence Minimum	\$2,000,000 Combined Single Limit Per Occurrence Minimum	Workers' Compensation to Statutory Limits; \$1,000,000 Employers' Liability Limit
Minimum A.M. Best's Guide Rating / Other Requirements	A / VII	A / VII	A / VII or State Compensation Insurance Fund
Additional Insured Endorsement Required? Need ISO Form Numbered CG 20 10 11 85 or similar	Yes	Yes	No
Waiver of Subrogation Endorsement Required?	Yes	Yes	Yes
Comments	Contract may require higher limits. Any asbestos clean-up will require "Environmental Impairment Liability Insurance" as per contract specifications.	Unless Contractor establishes that no vehicles will be used.	Not needed for sole proprietors or partnerships with no employees.

SECTION V

SAMPLE BREA AGREEMENT

SAMPLE ONLY JANITORIAL SERVICES AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT ("Agreement") is dated [date] for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [contractor name] ("Contractor") a [state] [type of entity]. Contractor's DIR registration number is [number].

RECITALS

A. The City desires to retain Contractor as an independent contractor to provide janitorial services at the following City facility: [facility].

B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:

A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.

B. "Contract Amount": [compensation limit].

C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.

D. "Indemnitees": the City and its officers, employees, agents, and volunteers.

E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.

F. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

G. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws including the Property Service Workers Protection Act (Labor Code § 1420 et seq.) and the Displaced Janitor

Opportunity Act (Labor Code § 1060 et seq.). Time is of the essence in the performance of this Agreement.

B. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.

C. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.

D. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

A. Base Term. The base term of this Agreement shall be for 64 months, commencing on October 1, 2022 and expiring on June 30, 2026, unless extended or earlier terminated as provided herein.

B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.

C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.

D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.

B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.

C. CPI Adjustment: Subject to paragraph E below, starting [date], and on an annual basis thereafter, upon written request of Contractor the Fee Schedule may be adjusted for a Fiscal Year (July 1 to June 30) using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent 12 months ending on December 31 based on data available from the United States Bureau of Labor Statistics. The rate adjustment shall not exceed 3% annually. An adjustment request shall be submitted by Contractor between May 1 and June 1 to be considered for the next Fiscal Year.

D. Minimum Wage Adjustment. Subject to paragraph E below, upon written request of Contractor the Fee Schedule may be adjusted based on legislation that increases minimum wage rates during the term of this Agreement.

E. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.

5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code § 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

A. **Requirement.** Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.

B. **Scope.** Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.

C. **Survival.** Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

8. Insurance. Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.

9. Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.

10. Suspension. The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.

11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received based on the e-mail delivery.

City
City of Brea
545 N. Berry St.
Brea, CA 92821
Attn: Bill Bowlus
E-mail: BillB@ci.brea.ca.us

Contractor

Attn: _____
E-mail: _____

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

14. Exhibits. The attached Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

[contractor name]

[use this signature block if contractor is a corporation]

☐ Chairperson ☐ President
☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Cecilia Hupp, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
Scope of Services

(attached)

EXHIBIT B
Fee Schedule

(attached)

EXHIBIT C
Insurance Requirements

1. Summary. Insurance coverages shall comply with requirements set forth herein.

- A. Rating Requirements. A /VII minimum.
- B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
- C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
- D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.

2. General Requirements

- A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
- C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

- D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

- a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b. Limits shall be no less than \$2,000,000 per occurrence.
- c. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

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

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

- comply with such provisions before commencing the performance of the work of this contract; and
- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.
4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:
- A. Commercial General Liability & Contractors Pollution Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
 - b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
 - c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
 - d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.
 - B. Auto Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
 - b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

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

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- I. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

SECTION VI

SCOPE OF SERVICES

SECTION VI – SCOPE OF SERVICES**I. DESCRIPTION OF PROJECT**

The purpose of this RFP is to contract with a contractor to perform janitorial services at City of Brea parks and lock the restrooms after.

All sites must be serviced nightly with the exceptions of the following Holidays:

Christmas

December 25th

New Year's Eve

December 31st**LOCATIONS**

Park/Tracks	Address	Restroom Buildings
Arovista West	Berry at Imperial	1
Arovista East	500 Sievers Ave	1
Founders Park	777 Skyler	1
City Hall Park	200 S Brea Blvd.	1
Tracks Segment 3	200 N Brea Blvd.	1
Tamarack Park	500 N Tamarack	1
Jr. High Park	Country Lane and Lambert Rd.	1
Greenbriar Park	Greenbriar and Associated Rd	1
Country Hills Park	180 N Associated	1
Wildcatters West	3450 E Santa Fe	1
Wildcatters East	3450 E Santa Fe	1
Olinda Ranch Park	Carbon Canyon and Santa Fe	1
Lagos de Moreno Park	362 Birch St.	1
Brea Sports Park	3333 E Birch St.	1

1. SCOPE OF WORK

The City will supply all the cleaning solutions, liquid soap and paper products for the restrooms.

The work to be done consists of furnishing all implements, machinery, equipment, tools, transportation, incidentals and labor necessary to the prosecution and completion of the work as required by all specifications, and as directed by the Director of Public Works or his designee.

2. FACILITY ACCESS AND SECURITY

The Contractor shall be provided with a set of keys which the Contractor shall sign for denoting the number and type of key(s) for the respective facilities. Contractor is responsible for the keys and agrees not to duplicate them. If additional keys are needed the Contractor will submit a request to the City. Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession.

3. REGULAR JANITORIAL SERVICES

- Scrub floors with disinfectant cleaner
- Hose out restrooms. Squeegee or broom any excess water down floor drains
- Scrub sinks, toilets and urinals with disinfectant cleaner
- Remove all litter from restrooms. Do not sweep into landscaped areas.
- Remove any graffiti from fixtures, walls, stall doors and ceilings
- Remove dirt, paper, cob webs and other related debris from all wall and ceiling surfaces (regardless of ceiling height)
- Stock all toilet paper, liquid soap and seat covers (City Supplied)
- Report any other issues, such as lights out, broken/leaking fixtures, floor drains clogged, etc.
- Lock restrooms

4. LICENSE AND PERMITS

The Contractor shall have and maintain a **valid City of Brea Business License** prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

5. HOURS AND SCHEDULE OF JANITORIAL SERVICES

Hours of general janitorial service shall be between 7:00 PM and 12:00 AM every evening. If necessary, additional cleaning can be completed between 5:00 AM and 7:00 AM. Specific restroom closure times are listed on the proposal schedule.

6. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide uniforms for personnel assigned to the project. Sufficient changes shall be provided to present a neat and clean appearance of the personnel at all times. Contractor personnel shall wear uniforms with Company name and Employee name at all times.

7. STORAGE FACILITIES

The City will provide small janitorial closets on each side of the City for e Contractor to store minor equipment and supplies. Equipment owned by the Contractor shall be clearly identified and safely stored. The Contractor shall use these areas at their own risk, the City shall not be responsible for any damaged, lost or stolen items that are the property of thee contractor.

8. SAFETY

The Contractor agrees to perform all work outlined in the Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, materials, and chemicals consequential tor related to the work; and is solely responsible for complying at all times with all local, County, State Federal or other legal requirements including OSHA Safety Orders, so as to protect all persons, including the Contractor's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property.

9. ADDITIONAL WORK

On occasion the City may need assistance removing trash and replacing City supplied liners at the parks throughout the City. The City is requesting an as-needed pricing on the proposal schedule for such work. The number of trashcans are also listed at the respective parks on the proposal schedule.

SECTION VII

STATUS OF PAST AND PRESENT CONTRACTS FORM

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature _____

Date _____

Name: _____

Title: _____

SECTION VIII

FEE SCHEDULE

FEE SCHEDULE CITY OF BREA PARK RESTROOMS

ITEM #	DESCRIPTION	QUANTITY	MONTHLY PRICE	TOTAL = MONTHLY X 12
1.	Clean, close and lock daily as shown below	EA.		

ITEM #	DESCRIPTION – BID ALTERNATE	QUANTITY		PER NIGHT PRICE
2.	Empty trashcans and replace City supplied liners at each Park	LS		

BID	BID ALTERNATE						
Park Restroom Location	Acres for Trash	# of Trashcans	Men's	Women's	Stool	Urinal	Sink
Arovista phase 1 Close no earlier than 10pm	14.89 (both)	16	Y	Y	5	2	2
Arovista phase 2 Close no earlier than 10pm		24	Y	Y	3	2	2
City Hall Close no earlier than 9pm	4.47	18	Y	Y	6	2	2
Country Hills Close no earlier than 10pm	6.21	11	Y	Y	4	2	2
Founders Close no earlier than 9pm	4.5	7	Y	Y	5	2	2
Greenbriar Close no earlier than 8pm	3.51	6	Y	Y	3	2	2
Jr. High Close no earlier than 10pm	13.06	13	Y	Y	3	1	2
Lagos City closes dusk, you enter & clean	1	3	Y	Y	3	1	2
Olinda Ranch Close no earlier than 9pm	7.58	17	Y	Y	5	2	2
Brea Sports Park Close no earlier than 10pm	20.6	23	Y	Y	6	2	4
Tamarack Close no earlier than 10pm	5.64	16	Y	Y	3	2	2
Tracks segment 3 City closes dusk, you enter & clean	N/A for Trash	N/A for trash	Y	Y	3	1	2
Wildcatters (east and west) Close no earlier than 10pm	16	21	Y	Y	8	4	4
Woodcrest (No Restroom)	.45	2	N	N	0	0	0

Authorized Signature: _____

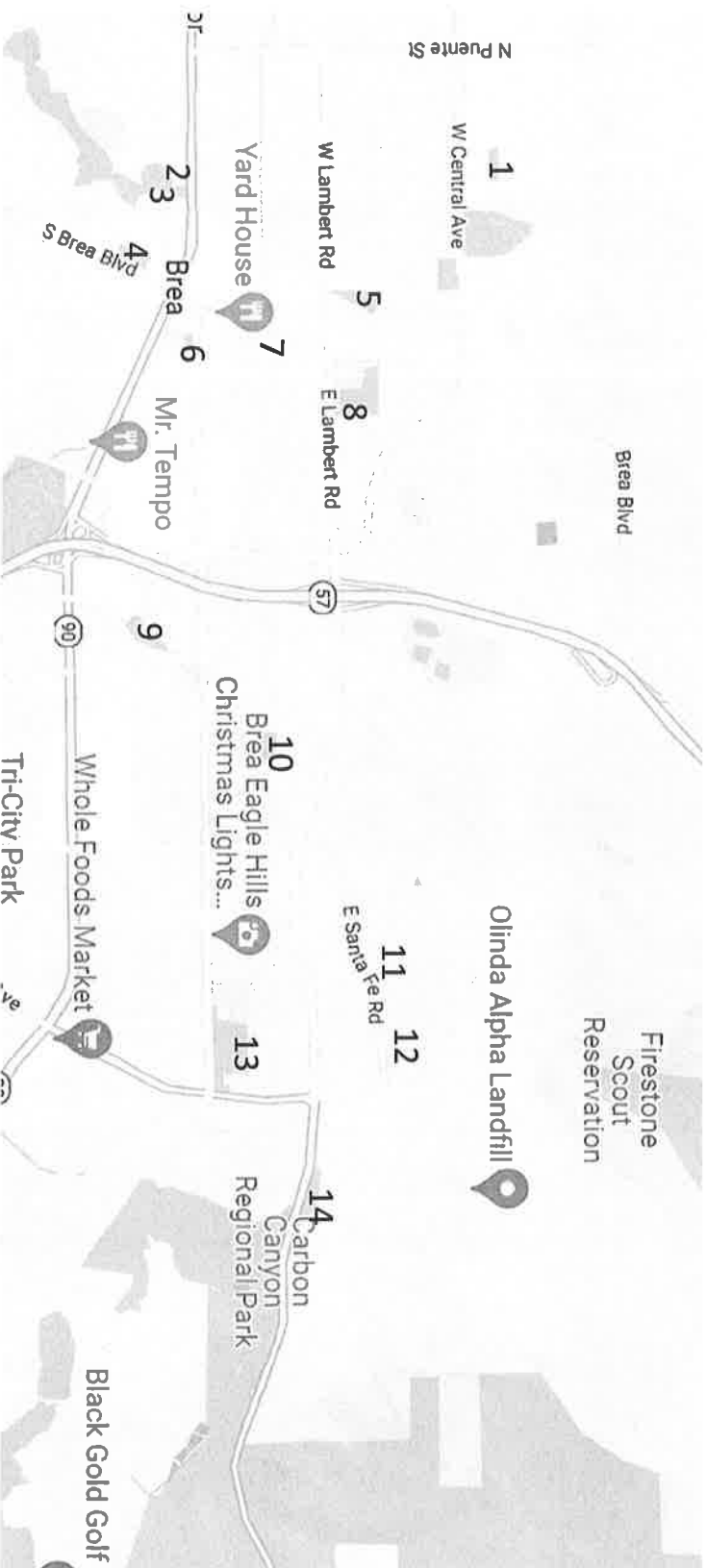
Date: _____

APPENDIX A

CITY OF BREA PARK LOCATIONS

City of Brea Park Locations:

- | | | | |
|----------------------|------------------------|----------------------|----------------------|
| 1. Founders Park | 2. Arovista West | 3. Arovista East | 4. City Hall Park |
| 5. Tamarack Park | 6. Lagos de Moreno | 7. Tracks Seg. 3 | 8. Tamarack Park |
| 9. Greenbriar Park | 10. Country Hills Park | 11. Wildcatters West | 12. Wildcatters East |
| 13. Brea Sports Park | 14. Olinda Ranch Park | | |



City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 09/13/2022
SUBJECT: Award the Berry Street Sidewalk Project, CIP Project No. 7324

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bids;
3. Award Contract to the lowest responsive and responsible bidder, Towo Enterprise, Inc. in the amount of \$370,846.25; and,
4. Authorize the City Engineer to issue Change Orders up to a "not-to-exceed" amount of 15% of the Contract Price.

BACKGROUND/DISCUSSION

Berry Street Sidewalk Project ("Project") was programmed within the FY 21-22 Capital Improvement Program ("CIP") and is located along the west side of Berry Street, a north-south arterial road within an industrial/commercial area, between Lambert Road and Central Avenue (Exhibit A).

The Project scope of work includes, but is not limited to: removal and reconstruction of PCC sidewalk, curb and gutter, curb ramps, and landscape and irrigation. This Project will provide sidewalk connectivity and continuous pedestrian and ADA access in the area.

On February 7, 2022, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids. A hard copy of the Bid Documents is available at the City Clerk's Office for review (Exhibit B). There was one addendum to the Plans and Specifications. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid.

On March 8, 2022, staff received a total of eight bid proposals. Following the bid opening, staff reviewed the apparent low bidder, CJ Concrete Construction, Inc. (\$352,178.25), as well as the next two (2) bidder's proposals, Doja, Inc. (\$390,000.00) and L.A. Design Group (\$414,194.55).

Soon thereafter on March 8, 2022, CJ Concrete Construction provided a formal letter notifying the City that their bid contained a clerical error on one of the bid items and requested to withdraw their bid. Subsequent to the bid opening, Staff reviewed the bids with respect to conformance with the proposal requirements and to identify any bid irregularities and determined that there were several bid irregularities with the second lowest bidder's proposal. After consultation with the City Attorney with respect to the first bidder's request to

withdraw and second bidder's bid irregularities, staff recommended that the City Council reject all bids, return all Bid Bonds, and re-advertise the Project.

On May 03, 2022, the City Council rejected the bids and authorized staff to re-bid the project. Soon thereafter, staff re--advertised the bids and on August 09, 2022, whereas ten (10) bids were received. Below are the results of the bids:

Table 1 – Total Bid Summary

Bidder Number	Bidder	Amount Bid
1	Towo Enterprise, Inc.	\$370,846.25
2	Premo Construction	\$371,783.00
3	All Cities Engineering	\$433,177.55
4	S & H Civil Works	\$497,452.00
5	Doja, Inc.	\$521,573.00
6	Falkon Construction	\$525,197.13
7	Gentry General Engineering	\$542,807.50
8	CT&T Concrete Paving	\$575,209.50
9	IE General Engineering	\$589,810.00
10	Garza Construction	\$637,000.00
	Engineer's Estimate	\$400,000.00

The lowest responsible bidder was Towo Enterprise, Inc. ("Towo") of Fullerton, California in the total amount of \$370,846.25. Their California Contractor's license (986567) has been verified by staff and their bid package has met the City requirements. Towo has been in the construction business for 9 years and has completed construction of similar improvement projects for various cities such as the cities of Anaheim, Norwalk, and La Puente with satisfactory reviews. If awarded, construction could begin in November 2022, and take approximately two (2) months to complete.

SUMMARY/FISCAL IMPACT

The Project was programmed in the FY 2021-2022 CIP with a budget amount of \$535,000. The total cost for the Project going into construction is estimated at \$470,000 based on the apparent low bid amount, a 15% contingency, and construction engineering costs. The sources of funds within the approved budget are from the Gas Tax (Fund 220) and Measure M (Fund 260). Therefore, there are sufficient funds in the budget for the Project. Upon completion of the Project, the remaining fund balance within each fund will be de-obligated and transferred back into the respective funds. There is no fiscal impact to the General Fund from this Project.

This Project will provide sidewalk connectivity and continuous pedestrian and ADA access. The Project includes removal and reconstruction of PCC sidewalk, curb and gutter, ADA curb ramps, and landscape and irrigation. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid; award a Construction Contract to Towo in the amount of \$370,846.25; and authorize the City Engineer to issue Change Orders up to a "not-to-exceed" amount of 15% of the Contract Price.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Raymond Contreras, Associate Engineer

Concurrence: Michael Ho, Public Works Director/City Engineer

Attachments

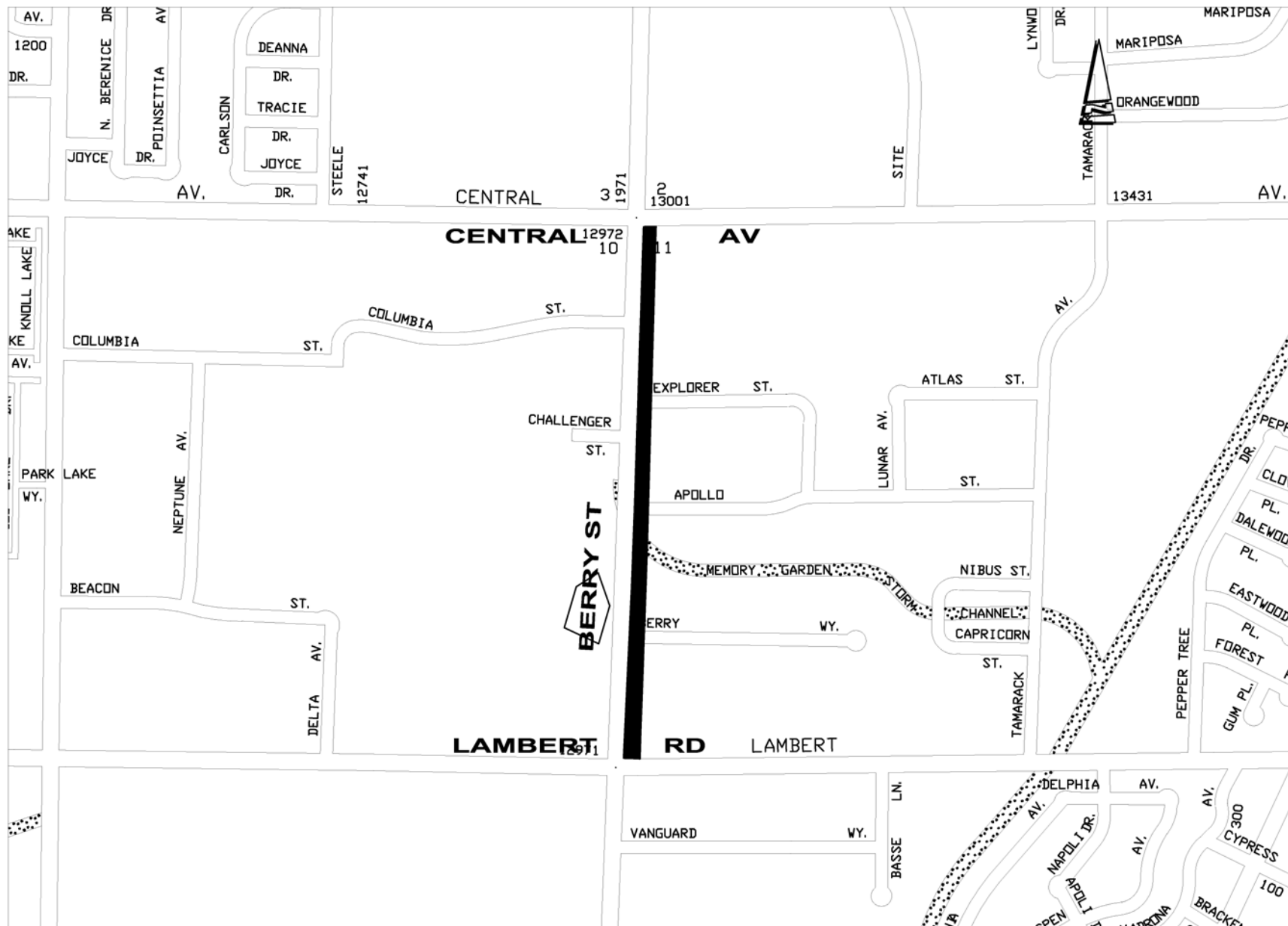
Exhibit A - Location Map - Phase 1 Boundary

Exhibit B - Bid Documents

Exhibit C - Towo Enterprise, Inc. Bid Proposal

PROJECT 7324

BERRY STREET SIDEWALK



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK), DEPARTMENT OF TRANSPORTATION STANDARD PLANS & SPECIFICATIONS, & PROJECT SPECIAL PROVISIONS, EACH OF THE MOST RECENT DATE.
2. THE CONTRACTOR SHALL NOTIFY THE CITY OF BREa WORKS DEPARTMENT AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO STARTING CONSTRUCTION.
3. ALL UNDERGROUND FACILITIES SHALL BE INSTALLED PRIOR TO SURFACING OF STREETS.
4. TRAFFIC CONTROL AND SAFETY DEVICES SHALL BE INSTALLED PER THE WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH MANUAL), AND TO THE SATISFACTION OF THE CITY.
5. EXISTING PAVEMENT DISTURBED BY THE CONSTRUCTION OF UNDERGROUND INSTALLATIONS SHALL BE REPLACED IN KIND & RESTRIPEd. A PERMIT ISSUED BY THE CITY IS REQUIRED.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR AND COORDINATE THE RELOCATION OF ANY EXISTING UTILITIES DEEMED NECESSARY BY THE PROPOSED IMPROVEMENTS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING UTILITIES. ANY DAMAGE TO SUCH FACILITIES CAUSED BY HIS WORK SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
8. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, CLEAN, DUST FREE AND SANITARY CONDITION TO THE SATISFACTION OF THE CITY'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCES BEING CONTROLLED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. STOCKPILING OF MATERIALS WITHIN THE PUBLIC RIGHT-OF-WAY IS NOT ALLOWED WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY INSPECTOR.
9. NEW CONCRETE SHALL MATCH EXISTING CONCRETE IN COLOR, FINISH, AND TEXTURE, TO THE APPROVAL OF THE ENGINEER.
10. CONTRACTOR SHALL OBTAIN ALL REQUIRED O.S.H.A. PERMITS PRIOR TO CONSTRUCTION OF UNDERGROUND FACILITIES.
11. ACCESS RAMPS, DRIVEWAY APRONS, CURBS, OR GUTTERS DISTURBED BY CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
12. ALL SAWCUTS SHALL BE DONE BY THE WET-CUT METHOD, UNLESS OTHERWISE APPROVED BY THE ENGINEER, AND ALL SLURRY SHALL BE VACUUM REMOVED.
13. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, ELECTRIC, AND TELEPHONE FOR ADJUSTMENTS OF UTILITIES AS NEEDED.
14. TWO COATS OF STRIPING WILL BE REQUIRED. CONTRACTOR TO APPLY THE SECOND COAT WITHIN ONE WEEK OF THE FIRST COAT.
15. CONTRACTOR SHALL HAVE TRAFFIC CONTROL ESTABLISHED BETWEEN THE HOURS OF 9AM-3:30 PM. LANE CLOSURES BEFORE 9AM OR AFTER 3:30PM IS NOT PERMITTED, UNLESS APPROVED BY THE ENGINEER.
16. CONTRACTOR SHALL PROTECT IN PLACE (UNLESS OTHERWISE NOTED) PULL BOXES/HAND HOLES FOR TRAFFIC LOOPS. CONTRACTOR SHALL REPLACE ANY PULLBOX/HAND HOLES BOXES OR LIDS DAMAGED DURING CONSTRUCTION.

BASIS OF BEARING AND BENCHMARK

THE BEARINGS SHOWN HEREON ARE BASED UPON THE GPS # 3872 NORTH 2284070.62, EAST 6059085.74 AND GPS # 3877 NORTH 2286710.19, EAST 6059184.81 CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 6, (2017.50 EPOCH)
BEING NORTH 02° 08' 58" EAST

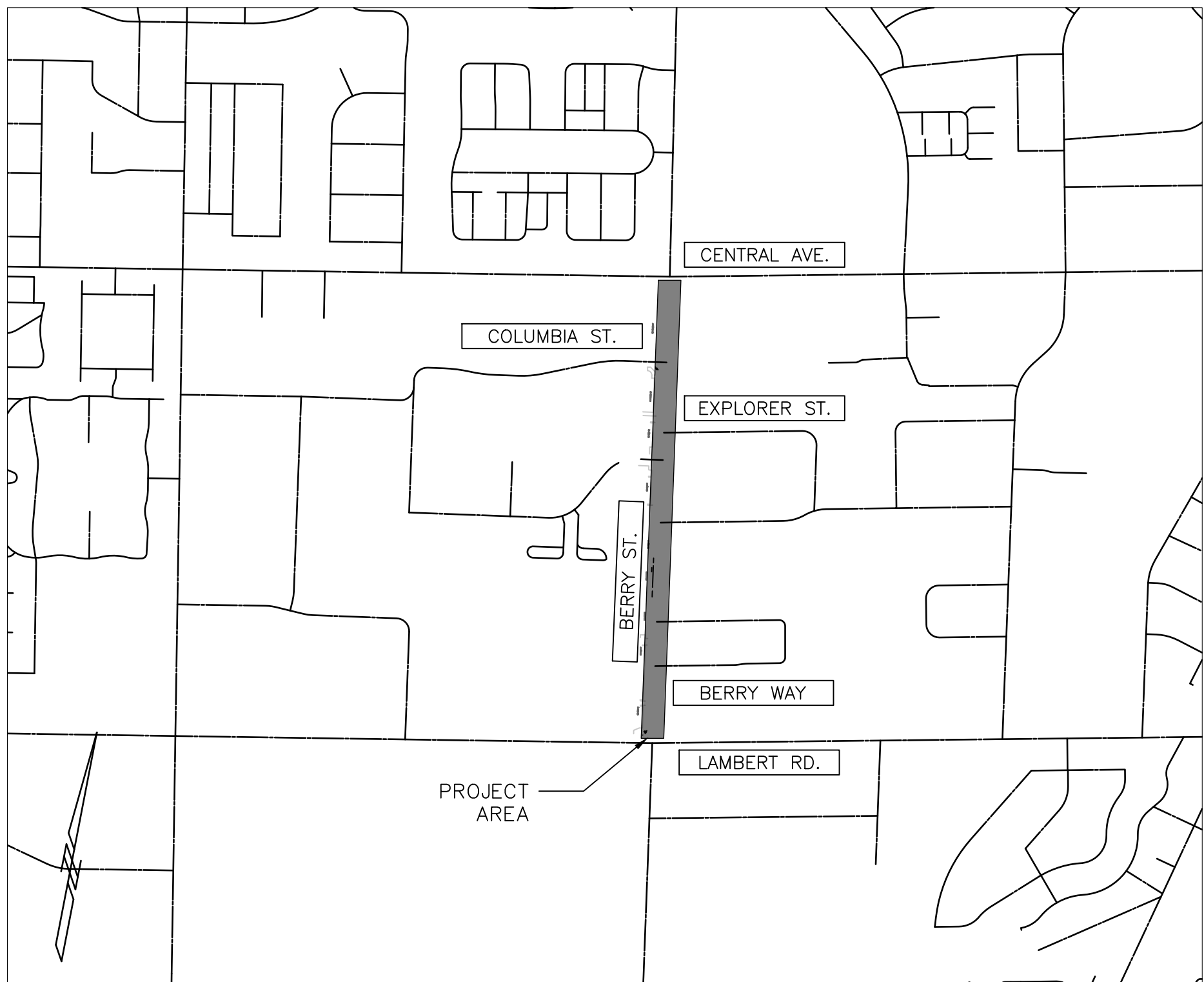
DESCRIPTION:
THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE COUNTY OF ORANGE BENCH MARK NO. 2C-117-05, (NAVD 88, YEAR 2005). A ORANGE COUNTY SURVEYOR'S 3 3/4" ALUMINUM BENCH MARK DISK STAMPED "2C-117-05".
IN THE SOUTHEASTERLY CORNER OF A 29.0 FT BY 6.0 FT CONCRETE CATCH BASIN, LOCATED IN THE NORTHWESTERLY CORNER OF THE INTERSECTION OF CENTRAL AVENUE AND BERRY STREET, 85 FT. NORTH OF THE CNETERLINE OF CENTRAL AND 42 FT WEST OF THE CENTERLINE OF BERRY. MONUMENT IS LEVEL WITH THE SIDEWALK.

ELEVATION 427.814'

CONTACT LIST

CITY OF BREa ENGINEERING		(714) 990-7687
CITY OF BREa UTILITIES		(714) 990-7687
SOUTHERN CALIFORNIA GAS COMPANY	ANDREW ALDAY	(714) 358-3377
SOUTHERN CALIFORNIA Edison COMPANY	DAVID HENSLEY	(714) 870-3149
FRONTIER COMMUNICATIONS	STEVE JORDAN	(714) 375-6719
METROPOLITAN WATER DISTRICT	TIM HATCH	(714) 577-5084
CALIFORNIA DOMESTIC WATER COMPANY	CHE VENEGAS	(562) 947-3811
CRIMSON PIPELINE	APRIL HARVEY	(562) 285-4195
CHEVRON USA	DAVE ZERLER	(310) 669-4114
AT&T	VALENTINA GIPSON	(714) 618-9132
SPECTRUM	DARREN SMITH	(310) 261-8418
TORRANCE LOGISTICS COMPANY	TERI SHINDE	(310) 212-1794
SHELL PIPE COMPANY	CLARINDA MALDONADO	(310) 816-2063
ORANGE COUNTY SANITATION DISTRICT	DANIEL LEE	(714) 593-7176

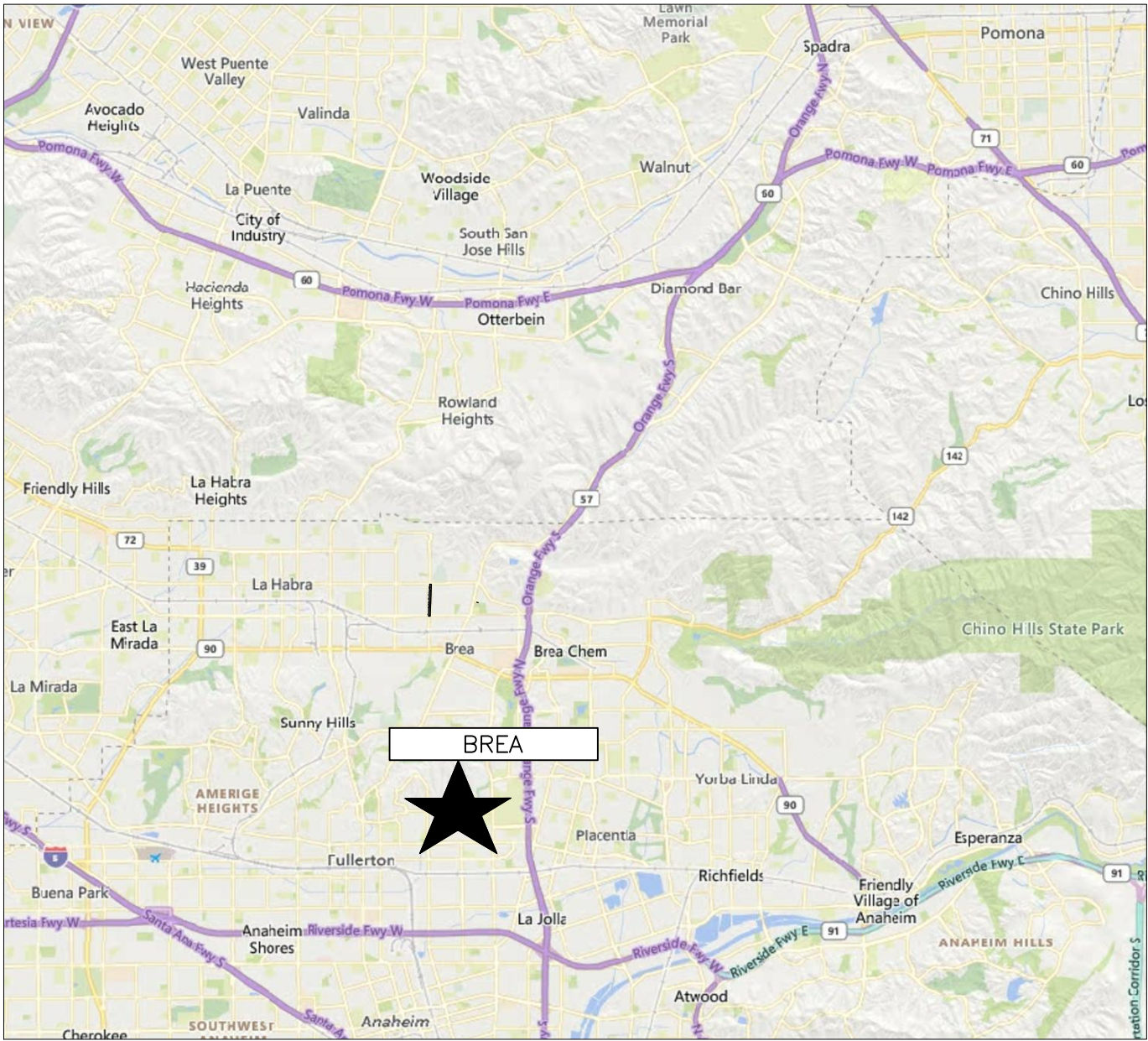
CONSTRUCTION PLANS FOR
BERRY STREET SIDEWALK INSTALLATION PROJECT
CIP NO. 7323



LOCATION MAP
NTS

SHEET INDEX


SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-4	SIDEWALK IMPROVEMENT PLAN
5	CURB RAMP & CONSTRUCTION DETAILS
6-11	IRRIGATION IMPROVEMENT PLANB AND DETAILS



VICINITY MAP
NTS


CONSTRUCTION NOTES

- 1 PROTECT IN PLACE
- 2 REMOVE EXISTING AND CONSTRUCT NEW 4" THICK PCC SIDEWALK PER CITY OF BREa STD. PLAN 103-0.
- 3 REMOVE EXISTING AND CONSTRUCT NEW DRIVEWAY APPROACH PER CITY OF BREa STD. PLAN 105-0.
- 4 REMOVE EXISTING AND CONSTRUCT NEW 4" THICK PCC CURB RAMP PER CALTRANS STD. PLAN A88A, WITH DETECTABLE WARNING SURFACE.
- 5 REMOVE EXISTING AND CONSTRUCT NEW 8" CURB AND GUTTER PER CITY OF BREa STD. PLAN 106-0, TYPE A2.
- 6 REMOVE EXISTING AND CONSTRUCT NEW 4" CURB PER CITY OF BREa STD. PLAN 106.0, TYPE A1.
- 7 REMOVE EXISTING AND CONSTRUCT NEW VARIABLE HEIGHT CURB (10" MAX) PER CITY OF BREa STD. PLAN 106-0, TYPE A1.
- 8 REMOVE EXISTING AND CONSTRUCT NEW CONCRETE BLOCK SLOUGH WALL SPPWC STD. PLAN 622-4 AND PER DETAIL ON SHEET 5.
- 9 REMOVE EXITING PCC AND CONSTRUCT NEW 6" THICK PCC PAVEMENT OVER 6" THICK CMB. RECOMPACT SUBGRADE TO 95% COMPACTION.
- 10 REMOVE AND DISPOSE EXISTING AC, BASE, SUBGRADE TO A DEPTH OF 4". RECOMPACT BASE/SUBGRADE TO 95% COMPACTION AND CONSTRUCT 4" TYPE II B2 PG 64-10 AC SURFACE COURSE.
- 11 REMOVE TREE. CONTRACTOR TO COORDINATE TREE REMOVAL WITH PROPERTY OWNER.
- 12 REMOVE EXISTING CONCRETE SPANDREL AND CONSTRUCT NEW 8" THICK SPANDREL PER SPPWC STD. PLAN 122-2.
- 13 ADJUST PULL BOX TO GRADE
- 14 ADJUST WATER METER BOX TO GRADE. IF DAMAGED OR BROKEN WHEN REMOVED, CONTRACTOR TO REPLACE IN KIND.
- 15 ADJUST TO GRADE BY OTHERS.
- 16 RELOCATE BY OTHERS.
- 17 RELOCATE PRIVATE WOOD POST SIGN BEHIND RIGHT OF WAY.
- 18 SALVAGE AND REINSTALL BRICKS TO GRADE.
- 19 SEE IRRIGATION PLANS FOR IRRIGATION MODIFICATIONS.



Know what's below.
Call before you dig.


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



3737 BIRCH ST, SUITE 250
NEWPORT BEACH, CA 92660
P: 949.428.1500

CITY REVIEW BLOCK		
REVIEWED BY	DATE	
ENGINEERING		
TRAFFIC ENGINEER		
MAINTENANCE - STREET		
MAINTENANCE - WATER		
MAINTENANCE - PARKS		

PREPARED UNDER THE SUPERVISION OF:




11/23/21

NAME OF ENGINEER DATE

APPROVED BY:

MICHAEL S. HO, DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE

R.C.E. NO.: EXP. DATE:



CITY OF BREa
PUBLIC WORKS DEPARTMENT

TITLE SHEET

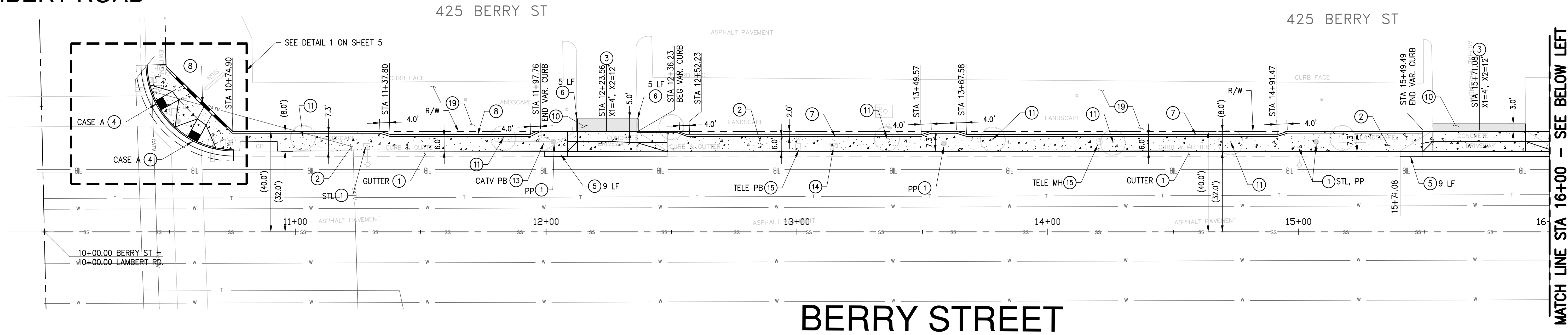
SHEET

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OF

11

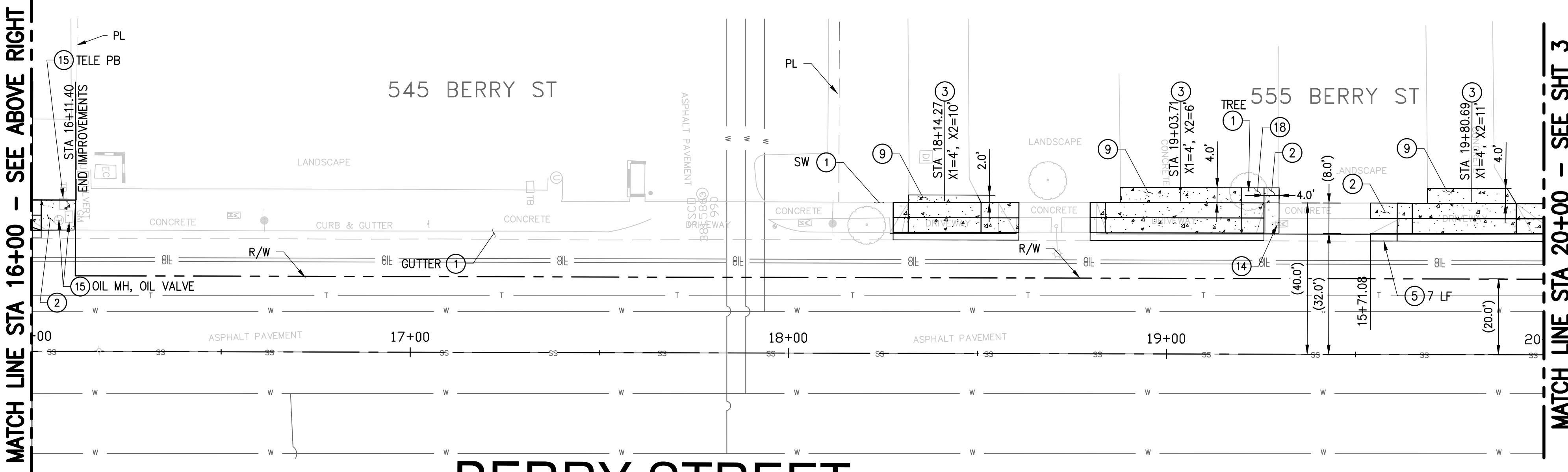
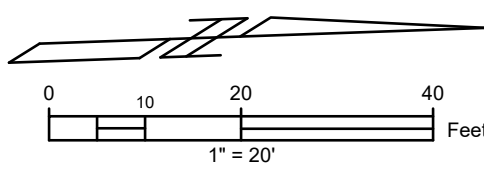
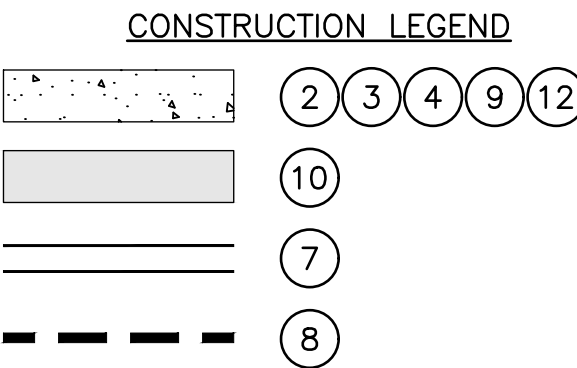
LAMBERT ROAD



BERRY STREET

CONSTRUCTION NOTES

- 1 PROTECT IN PLACE
- 2 REMOVE EXISTING AND CONSTRUCT NEW 4" THICK PCC SIDEWALK PER CITY OF BREA STD. PLAN 103-0.
- 3 REMOVE EXISTING AND CONSTRUCT NEW DRIVEWAY APPROACH PER CITY OF BREA STD. PLAN 105-0.
- 4 REMOVE EXISTING AND CONSTRUCT NEW 4" THICK PCC CURB RAMP PER CALTRANS STD. PLAN A88A, WITH DETECTABLE WARNING SURFACE.
- 5 REMOVE EXISTING AND CONSTRUCT NEW 8" CURB AND GUTTER PER CITY OF BREA STD. PLAN 106-0, TYPE A2.
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- 7 REMOVE EXISTING AND CONSTRUCT NEW VARIABLE HEIGHT CURB (10" MAX) PER CITY OF BREA STD. PLAN 106-0, TYPE A1.
- 8 REMOVE EXISTING AND CONSTRUCT NEW CONCRETE BLOCK SLOUGH WALL SPPWC STD. PLAN 622-4 AND PER DETAIL ON SHEET 5.
- 9 REMOVE EXISTING PCC AND CONSTRUCT NEW 6" THICK PCC PAVEMENT OVER 6" THICK CMB. RECOMPACT SUBGRADE TO 95% COMPACTION.
- 10 REMOVE AND DISPOSE EXISTING AC, BASE, SUBGRADE TO A DEPTH OF 4", RECOMPACT BASE/SUBGRADE TO 95% COMPACTION AND CONSTRUCT 4" TYPE II B2 PG 64-10 AC SURFACE COURSE.
- 11 REMOVE TREE. CONTRACTOR TO COORDINATE TREE REMOVAL WITH PROPERTY OWNER.
- 12 REMOVE EXISTING CONCRETE SPANDREL AND CONSTRUCT NEW 8" THICK SPANDREL PER SPPWC STD. PLAN 122-2.
- 13 ADJUST PULL BOX TO GRADE
- 14 ADJUST WATER METER BOX TO GRADE. IF DAMAGED OR BROKEN WHEN REMOVED, CONTRACTOR TO REPLACE IN KIND.
- 15 ADJUST TO GRADE BY OTHERS.
- 18 SALVAGE AND REINSTALL BRICKS TO GRADE.
- 19 SEE IRRIGATION PLANS FOR IRRIGATION MODIFICATIONS.



BERRY STREET



DIAL TOLL FREE
1-800-227-2600
TWO WORKING DAYS
BEFORE YOU DIG

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

3737 BIRCH ST, SUITE 250
NEWPORT BEACH, CA 92660
P: 949.428.1500

DRAWN BY:	INITIALS	DATE
DESIGNED BY:	M.H./A.A.	8/18/21
CHECKED BY:	J.H.	11/10/21

ENGINEER'S NAME
EXP. DATE: 3/22

DATE: 11/23/21

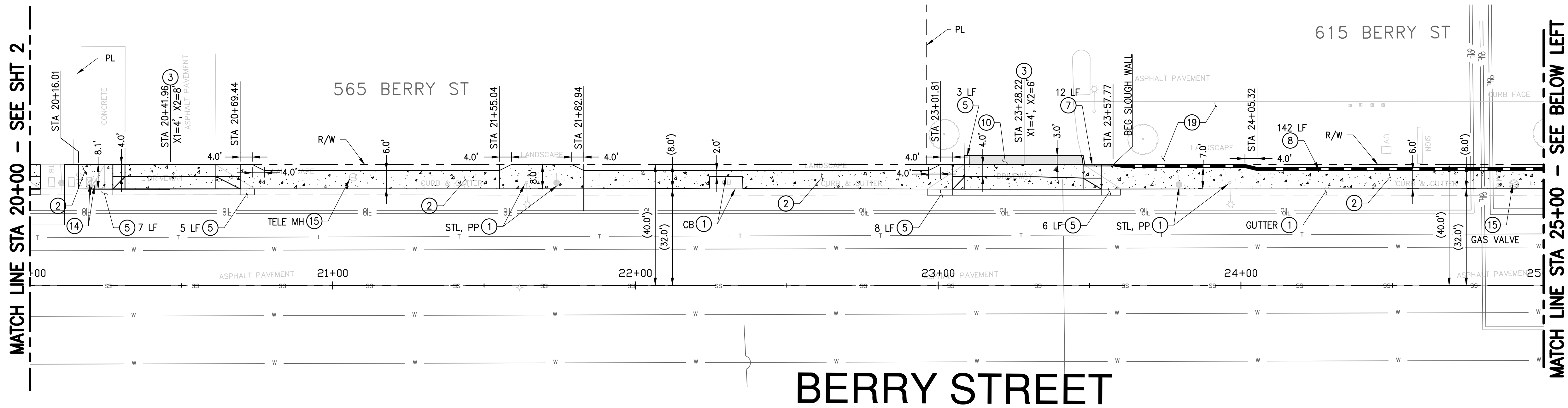
APPROVED BY:

MICHAEL S. HO, DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE: R.C.E. NO.: EXP. DATE:

CITY OF BREA
DEVELOPMENT SERVICES DEPARTMENT

BERRY STREET SIDEWALK PROJECT

SIDEWALK IMPROVEMENT PLAN
BETWEEN STATE COLLEGE AND LAMBERT

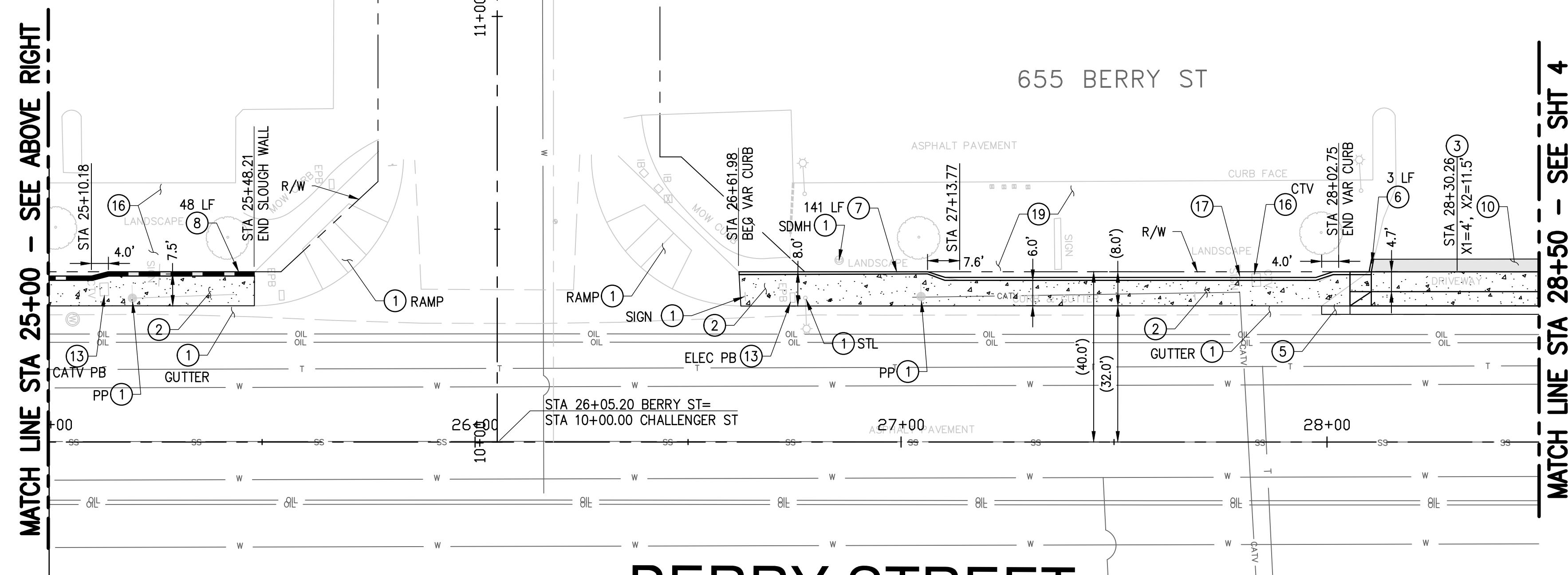
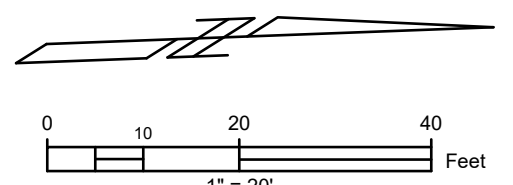
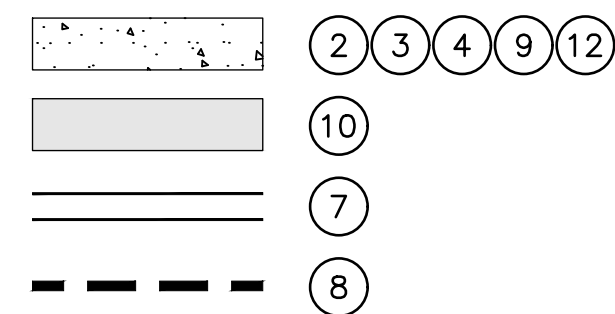


BERRY STREET

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- 14 ADJUST WATER METER BOX TO GRADE. IF DAMAGED OR BROKEN WHEN REMOVED, CONTRACTOR TO REPLACE IN KIND.
- 16 RELOCATE BY OTHERS.
- 17 RELOCATE PRIVATE WOOD POST SIGN BEHIND RIGHT OF WAY.
- 19 SEE IRRIGATION PLANS FOR IRRIGATION MODIFICATIONS.

CONSTRUCTION LEGEND



BERRY STREET

CHALLENGER ST

655 BERRY ST



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CITY OF BREA
DEVELOPMENT SERVICES DEPARTMENT

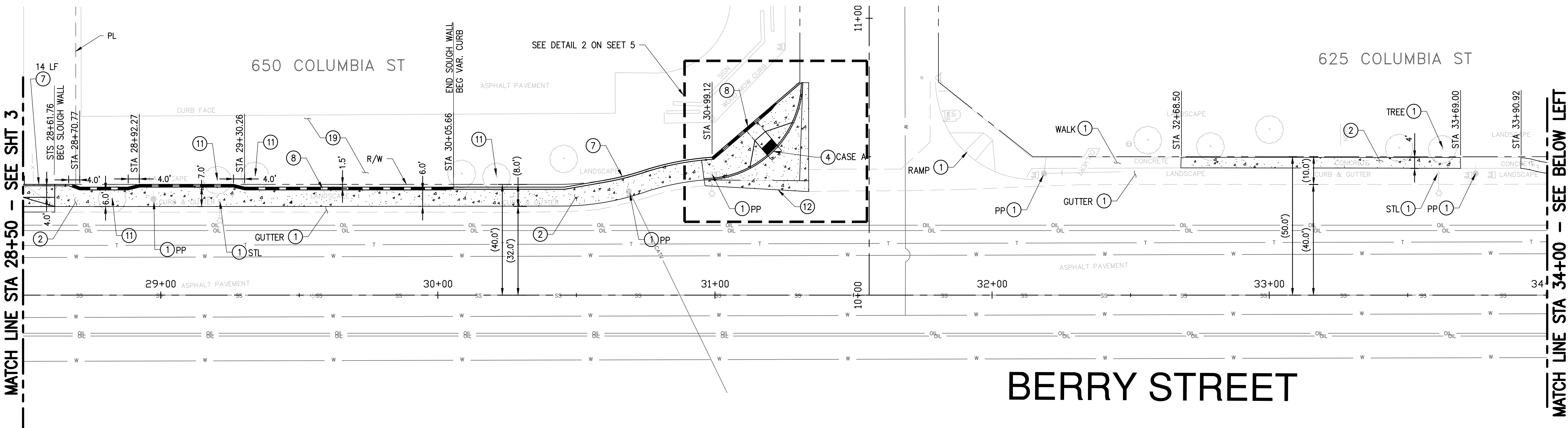
BERRY STREET SIDEWALK PROJECT

SIDEWALK IMPROVEMENT PLAN
BETWEEN STATE COLLEGE AND LAMBERT

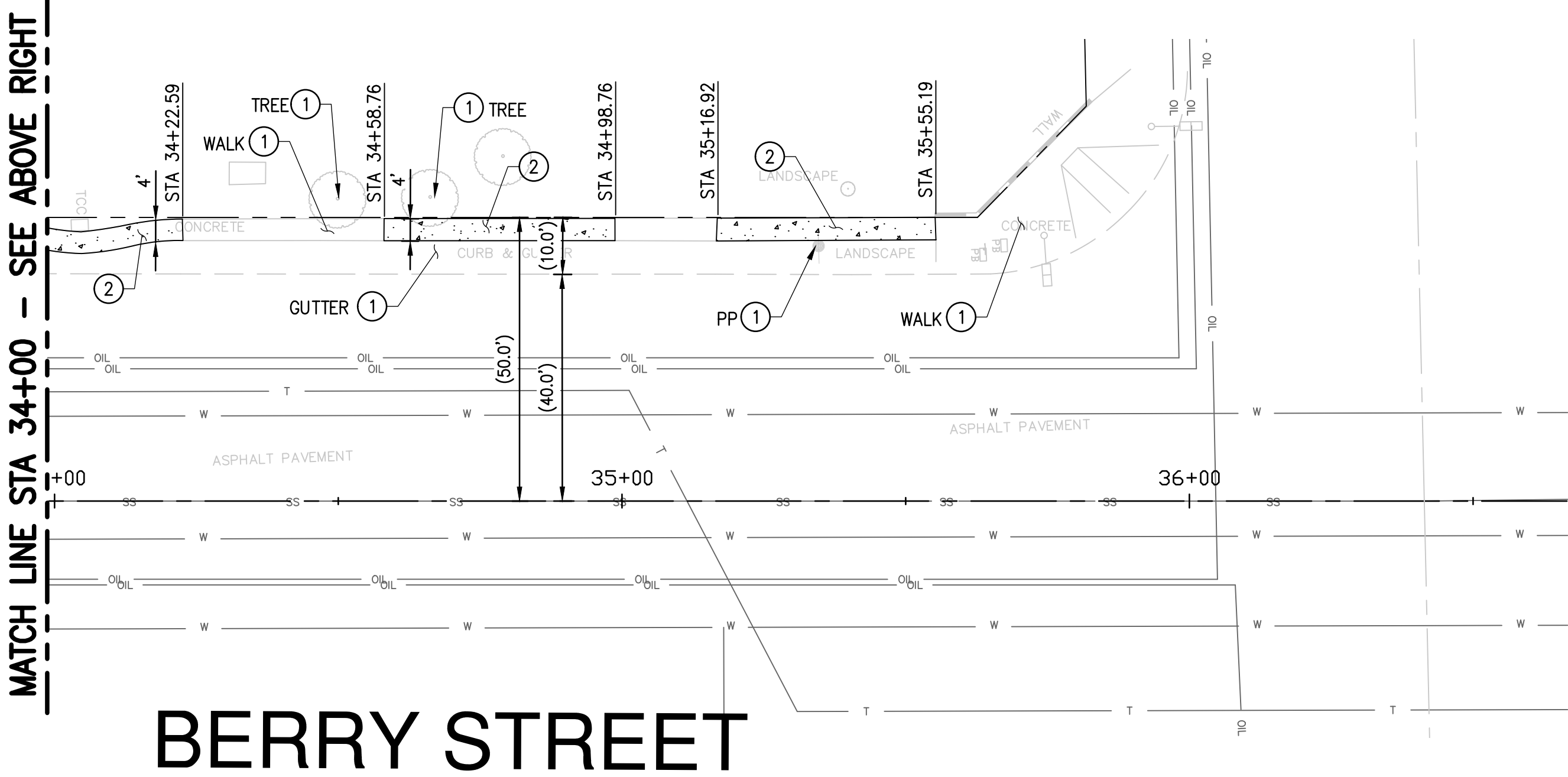
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COLUMBIA RD



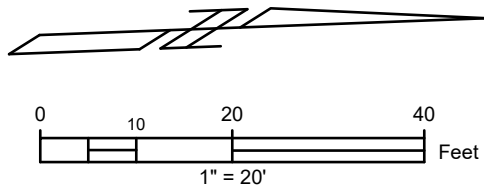
CENTRAL AVE



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CONSTRUCTION LEGEND



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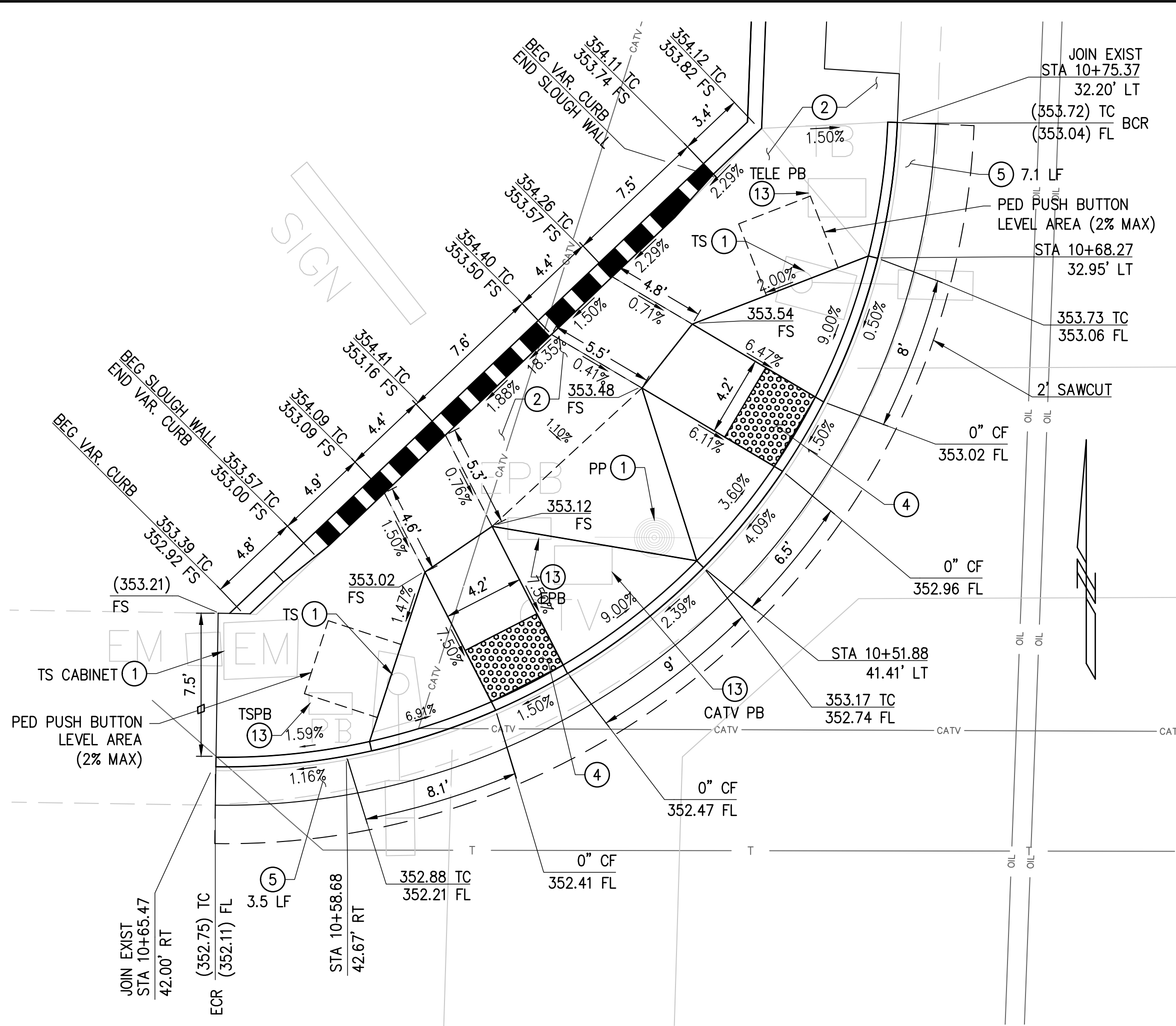
CITY OF BREA
DEVELOPMENT SERVICES DEPARTMENT

BERRY STREET SIDEWALK PROJECT

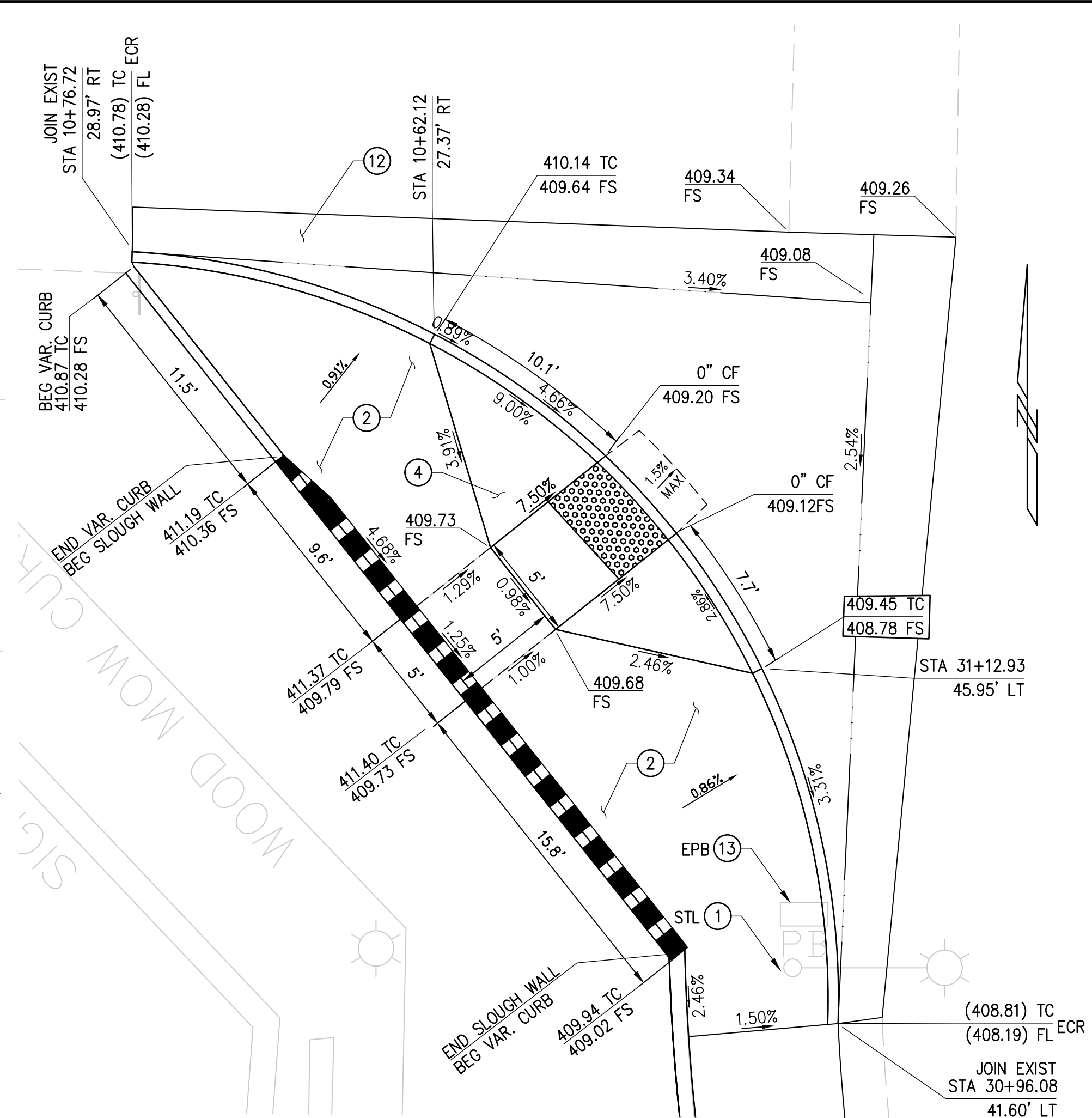
STREET IMPROVEMENT PLAN
BETWEEN STATE COLLEGE AND LAMBERT

SHEET

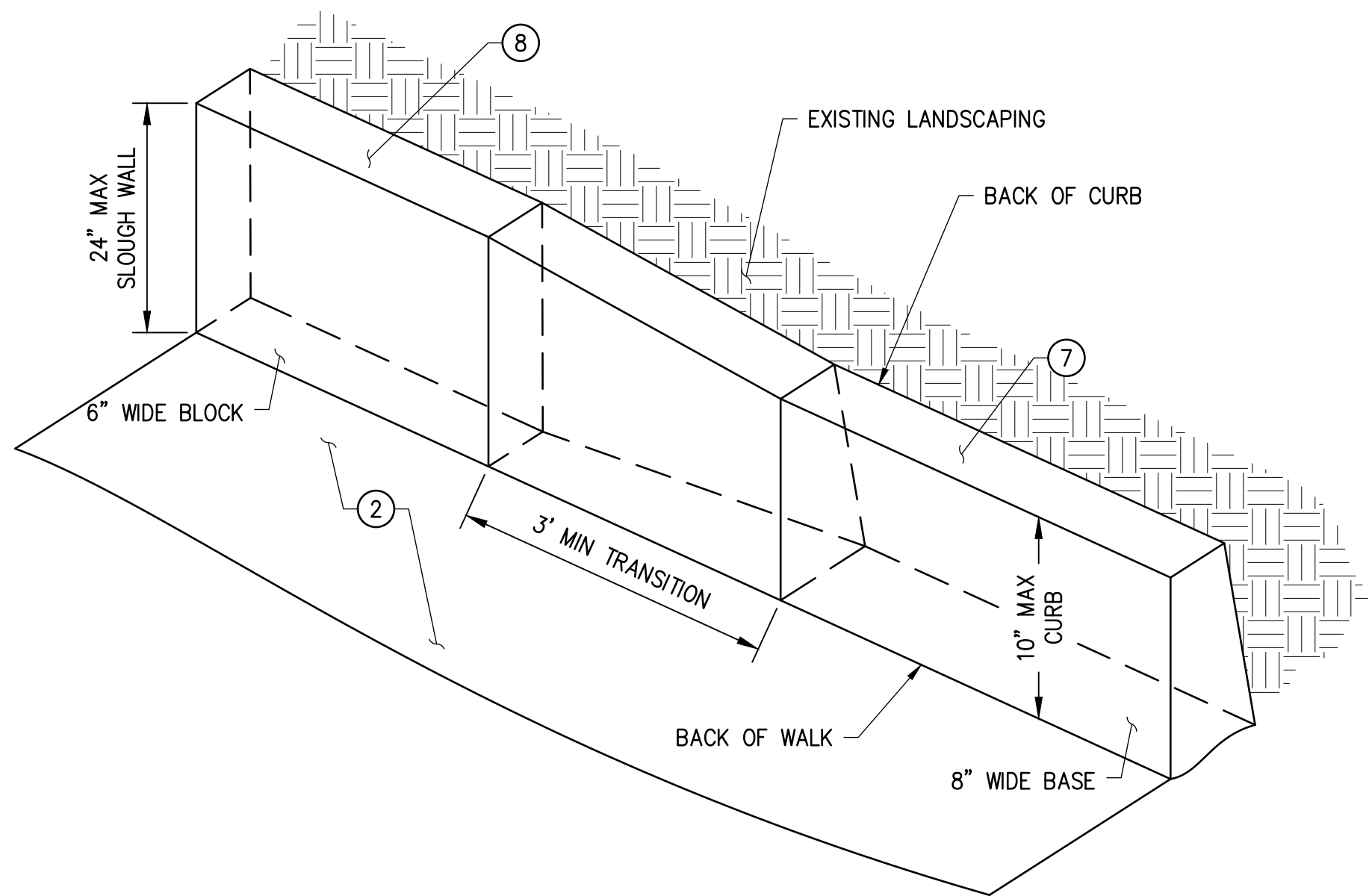
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OF
11



DETAIL 1 – NORTHEAST LAMBERT ROAD AND BERRY STREET
SCALE: 1"=5'



DETAIL 2 – NORTHWEST BERRY STREET AND COLUMBIA ROAD
SCALE: 1"=5'



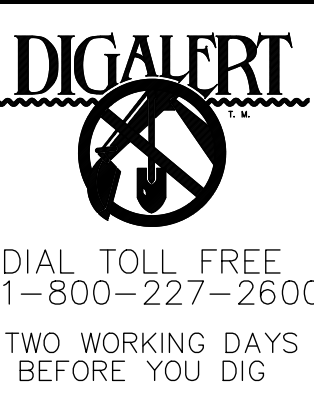
DETAIL 3 – SLOUGH WALL TO RETAINING CURB TRANSITION
NOT TO SCALE

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12. REMOVE EXISTING CONCRETE SPANDREL AND CONSTRUCT NEW 8" THICK SPANDREL PER SPPWC STD. PLAN 122-2.
13. ADJUST PULL BOX TO GRADE

CONSTRUCTION LEGEND

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DEVELOPMENT SERVICES DEPARTMENT

BERRY STREET SIDEWALK PROJECT

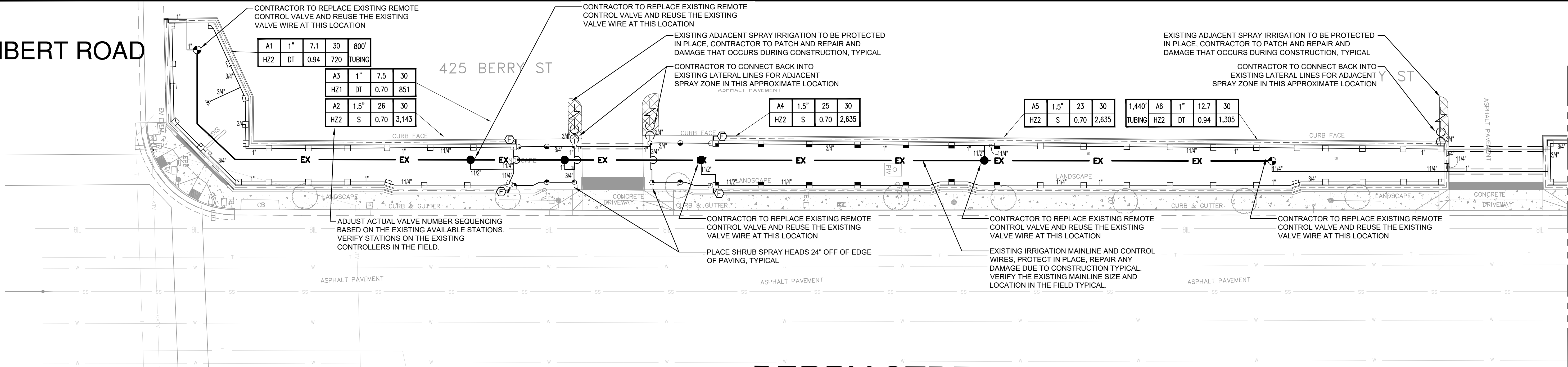
CURB RAMP & CONSTRUCTION DETAILS

BETWEEN STATE COLLEGE AND LAMBERT

SHEET

5 OF 11

LAMBERT ROAD



BERRY STREET

EXISTING IRRIGATION NOTES

NOTE A:
THESE PLANS ARE DIAGRAMMATIC, THE MAINLINE AND RELATED IRRIGATION EQUIPMENT IS SHOWN WITHIN THE PAVING FOR CLARITY ONLY. THE ACTUAL LOCATION OF MAINLINE AND RELATED IRRIGATION EQUIPMENT SHALL BE WITHIN PLANTER AND A MINIMUM OF 18" OFF ADJACENT HARDSCAPE AND OTHER OBSTACLES, TYPICAL.

NOTE B:
CONTRACTOR SHALL ADJUST ALL HEADS AS REQUIRED TO ACCOMMODATE ANY VERTICAL OBSTRUCTIONS THAT MAY OCCUR IN THE LANDSCAPE, INCLUDING BUT NOT LIMITED TO LIGHT POLES, FIRE HYDRANTS, TREES, ETC. WHEN A SLIGHT RELOCATION OF THE HEAD IS NOT SUFFICIENT TO CLEAR THE OBSTACLE, OR IF IT NEGATIVELY AFFECTS THE COVERAGE, AN ADDITIONAL HEAD SHALL BE INSTALLED TO PLACE ONE HEAD ON EITHER SIDE OF THE OBSTACLE. THE NOZZLES OF THESE TWO HEADS SHALL HAVE ARC PATTERNS THAT ADD UP TO THE ORIGINAL ARC PATTERN OF THE HEAD INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY ALL HEAD LAYOUT WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

NOTE C:
THESE PLANS ARE DIAGRAMMATIC, TREE BUBBLERS AND LATERAL LINES ARE SHOWN WITHIN THE PAVING FOR CLARITY ONLY. THE ACTUAL LOCATIONS SHALL BE WITHIN THE PLANTER. THE TREE BUBBLERS SHALL BE ALIGNED WITH TREES AS SHOWN ON THE PLANTING PLANS, AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL CONFIRM ALL LAYOUT IN FIELD WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

NOTE D:
PRIOR TO START OF CONSTRUCTION THE CONTRACTOR SHALL SUBMIT TO THE OWNER AND LANDSCAPE ARCHITECT A SCALED SHOP DRAWING INDICATING THE PROPOSED LOCATIONS FOR THE IRRIGATION EQUIPMENT LISTED BELOW. THE SHOP DRAWING SHALL BE PREPARED TO THE SATISFACTION OF THE OWNER AND LANDSCAPE ARCHITECT. SHOP DRAWINGS MUST INCLUDE THE PROPOSED LOCATIONS FOR THE FOLLOWING ITEMS:

1. POINT OF CONNECTION (INCLUDING WATER POC, BACK FLOW DEVICES, MASTER CONTROL VALVES, FLOW SENSORS, ETC.)
2. ISOLATION VALVES
3. AUTOMATIC CONTROL VALVES (INDICATE STATION NUMBER)
4. QUICK COUPLING VALVES
5. IRRIGATION CONTROLLER(S)
6. RELATED EQUIPMENT (AS MAY BE DIRECTED).

EACH PIECE OF AFOREMENTIONED EQUIPMENT SHALL HAVE IT'S PROPOSED INSTALLED LOCATION SHOWN ON THE SHOP DRAWINGS. THE SYMBOL FOR EACH PRODUCT SHALL BE A SCALED REPRESENTATION OF THE FOOTPRINT OF THE EQUIPMENT OR THE VALVE BOX IN WHICH THE EQUIPMENT IS INSTALLED. CONTRACTOR SHALL INSTALL ALL VALVE BOXES AND RELATED EQUIPMENT PER THE OWNER APPROVED SHOP DRAWINGS. ONCE THE SHOP DRAWING LOCATIONS ARE APPROVED, THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE WILL ALLOW NO ADJUSTMENTS TO THE APPROVED VALVE BOX PLACEMENT WITHOUT PRIOR WRITTEN ACCEPTANCE. ANY IRRIGATION EQUIPMENT INSTALLED WITHOUT PRIOR APPROVAL WITH SHOP DRAWINGS WILL BE SUBJECT TO RELOCATION BASED ON DIRECTION BY THE LANDSCAPE ARCHITECT AT THE CONTRACTOR'S EXPENSE.

NOTE 1:
CONTRACTOR SHALL MAINTAIN EXISTING MAINLINES IN WORKING ORDER. COORDINATE ALL INTERRUPTIONS OF OPERATION OF THE EXISTING IRRIGATION TO A MINIMUM. COORDINATE ALL INTERRUPTIONS WITH THE OWNER'S REPRESENTATIVE.

NOTE 2:
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING IRRIGATION EQUIPMENT DAMAGED DURING CONSTRUCTION AND IF DAMAGED, SHALL REPLACE WITH SAME MANUFACTURER AND MODEL.

NOTE 3:
ANY EXISTING AND ALL PROPOSED IRRIGATION CONTROL VALVES CONNECTED TO EXISTING CONTROLLER SHALL BE RECONNECTED TO EXISTING CONTROLLER. CONFIRM PROPER CONTROLLER OPERATION AND INSTALLATION WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK AND UPON COMPLETION OF WORK.

NOTE 4:
CONTRACTOR SHALL CONFIRM THE EXISTING CONTROLLER MAKE AND MODEL AND SHALL CONFIRM THAT SAID CONTROLLER HAS ADEQUATE OPEN STATIONS TO OPERATE ANY ADJUSTED AND ALL PROPOSED IRRIGATION SYSTEM MODIFICATIONS. NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE SHOULD ANY DISCREPANCIES BE NOTED.

NOTE 5:
CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR/MODIFICATION/REROUTING OF ALL ADJACENT IRRIGATION SYSTEM EQUIPMENT THAT IS AFFECTED BY NEW CONSTRUCTION IMPROVEMENTS. CONTRACTOR SHALL REPAIR SAID SYSTEMS TO A LIKE NEW MANNER, PROVIDING NO LESS THAN 100% OF HEAD RADIUS COVERAGE IN ALL AREAS WITH SYSTEM LAYOUT AS APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE. CONTRACTOR SHALL CONFIRM ALL AREAS REQUIRING MODIFICATION WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO BIDDING WORK AND PRIOR TO STARTING WORK.

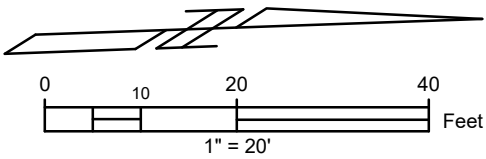
NOTE 6:
CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE REMOVAL AND DISPOSAL OF ALL EXISTING IRRIGATION EQUIPMENT AFFECTED BY THE NEW CONSTRUCTION IMPROVEMENTS, IF NECESSARY. CONTRACTOR SHALL VERIFY ALL EQUIPMENT TO BE REMOVED AND DISPOSED OF IN FIELD PRIOR TO BIDDING WORK AND PRIOR TO STARTING WORK.

NOTE 7:
CONTRACTOR SHALL FIELD VERIFY DEPTH AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO BIDDING WORK AND AGAIN PRIOR TO STARTING WORK. VERIFICATION SHALL BE DOCUMENTED AND DELIVERED TO OWNER'S REPRESENTATIVE.

NOTE 8:
CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF ALL SCH 40 PVC SLEEVING UNDER PAVING, WALLS AND CURBS AT NO LESS THAN 24" BELOW GRADE AND NO LESS THAN 2X DIAMETER OF IRRIGATION PIPE IN AREAS WHERE PIPE CROSSING WILL OCCUR. WHEN PIPE SIZE IS NOT AVAILABLE USE 6" SLEEVING MATERIAL. CONFIRM CROSSINGS WITH OWNER'S REPRESENTATIVE PRIOR TO PAVING AND LANDSCAPE CONSTRUCTION.

NOTE 9:
EXISTING ADJACENT IRRIGATION IN THIS AREA SHALL BE PROTECTED IN PLACE FOR CONTINUED USE. CONTRACTOR SHALL VERIFY THE EXTENT OF THE EXISTING SYSTEM AND MAKE ADJUSTMENTS TO CAP OFF OR MODIFY THE EXISTING SYSTEM TO MEET THE NEW LANDSCAPE CONDITION IF NECESSARY.

NOTE 10:
CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING WITHIN THE DRIPLINE OF EXISTING TREES. NO MECHANICAL TRENCHING WITHIN THE DRIPLINE OF THE EXISTING TREE WILL BE ALLOWED. AIR SPADE SHALL BE UTILIZED FOR ALL TRENCHING WITHIN THE DRIPLINE OF TREES. CONTRACTOR SHALL REFER TO ARBORIST REPORT FOR ADDITIONAL PRECAUTIONS REQUIRED FOR THE EXISTING TREES. VERIFY ALL LAYOUT IN FIELD WITH OWNER'S AUTHORIZED REPRESENTATIVE.



I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND SUBMIT A COMPLETE LANDSCAPE DOCUMENTATION PACKAGE

SIGNATURE: *David S. Miller* DATE: 10-14-18



I HAVE COMPLIED WITH THE CRITERIA OF THE IRRIGATION GUIDELINES AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN

sweeney + associates
IRRIGATION DESIGN AND CONSULTING
38730 Sky Canyon Drive, Suite C
Marinette, Ca 92563
info@sweeneyassoc.com | (951) 461-6850
www.sweeneyassoc.com | (951) 461-6850



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CHECKED BY:	J.H.	8/18/21

ENGINEER'S NAME
EXP. DATE: 3/22

DATE: 11/23/21



APPROVED BY:

MICHAEL S. HO, DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE
R.C.E. NO.: EXP. DATE:



CITY OF BREA
DEVELOPMENT SERVICES DEPARTMENT

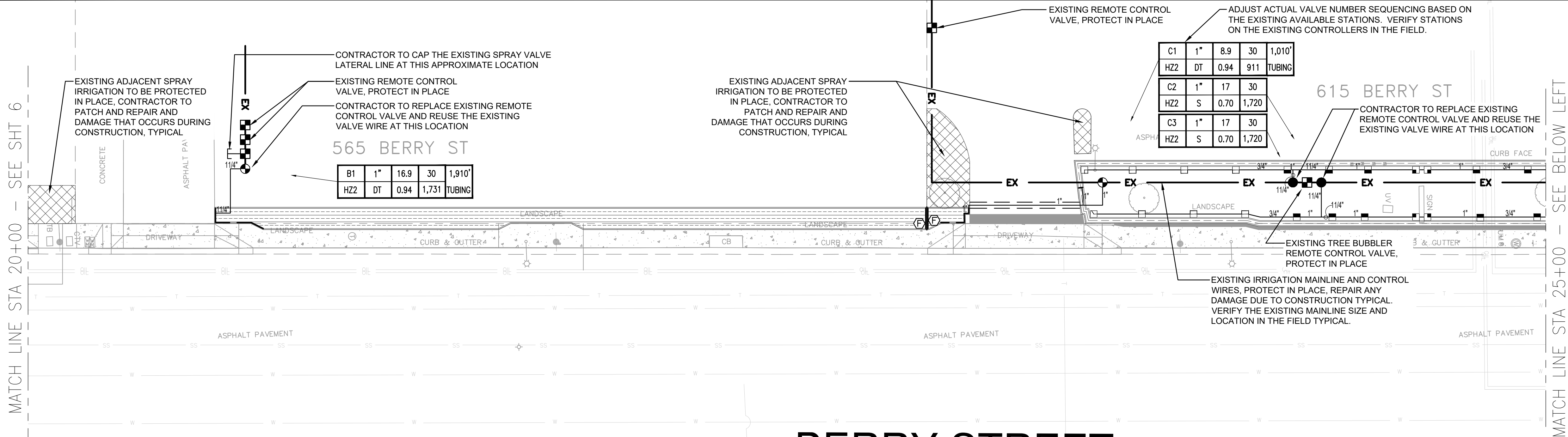
BERRY STREET SIDEWALK PROJECT
SIDEWALK IMPROVEMENT
IRRIGATION PLAN
BETWEEN STATE COLLEGE AND LAMBERT

SHEET

6
OF
11

PROJECT NAME: BERRY STREET SIDEWALK INSTALLATION PROJECT

PROJECT NUMBER: CIP 7324



BERRY STREET

EXISTING IRRIGATION NOTES

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NOTE 6:
CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE REMOVAL AND DISPOSAL OF ALL EXISTING IRRIGATION EQUIPMENT AFFECTED BY THE NEW CONSTRUCTION IMPROVEMENTS, IF NECESSARY. CONTRACTOR SHALL VERIFY ALL EQUIPMENT TO BE REMOVED AND DISPOSED OF IN FIELD PRIOR TO BIDDING WORK AND PRIOR TO STARTING WORK.

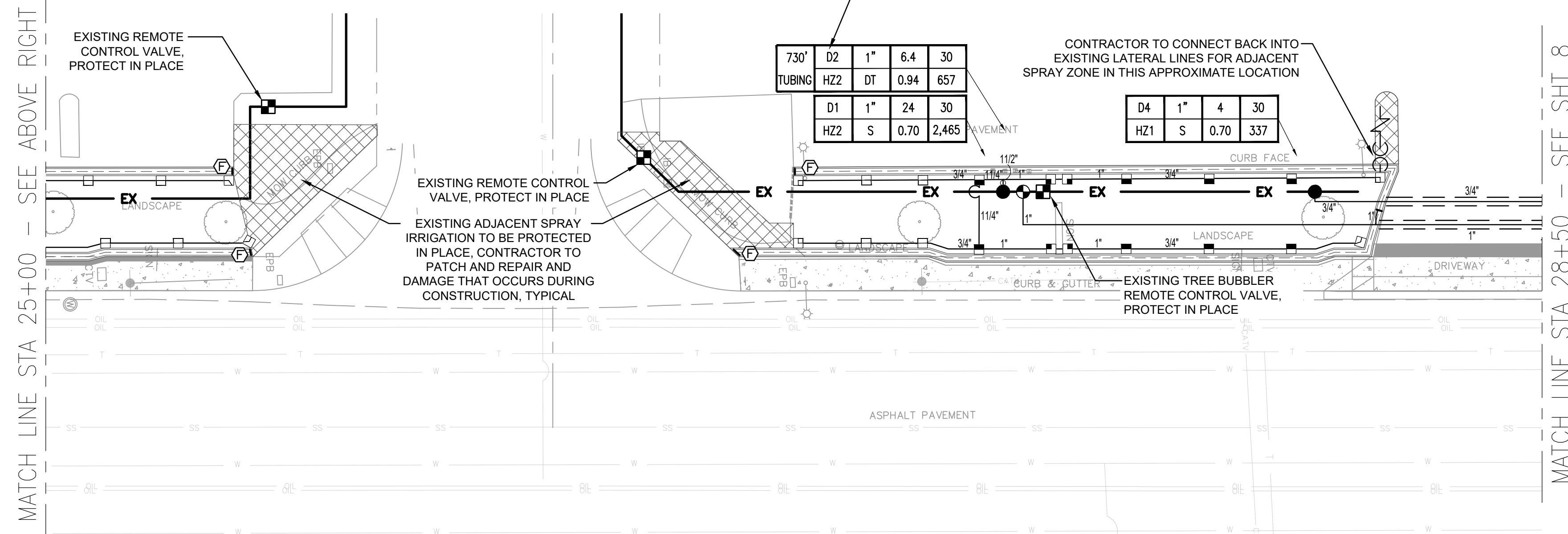
NOTE 7:
CONTRACTOR SHALL FIELD VERIFY DEPTH AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO BIDDING WORK AND AGAIN PRIOR TO STARTING WORK. VERIFICATION SHALL BE DOCUMENTED AND DELIVERED TO OWNER'S REPRESENTATIVE.

NOTE 8:
CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF ALL SCH 40 PVC SLEEVING UNDER PAVING, WALLS AND CURBS AT NO LESS THAN 24" BELOW GRADE AND NO LESS THAN 2X DIAMETER OF IRRIGATION PIPE IN AREAS WHERE PIPE CROSSING WILL OCCUR. WHEN PIPE SIZE IS NOT AVAILABLE USE 6" SLEEVING MATERIAL. CONFIRM CROSSINGS WITH OWNER'S REPRESENTATIVE PRIOR TO PAVING AND HARDSCAPE CONSTRUCTION.

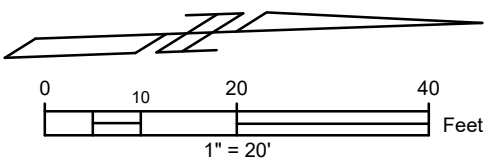
NOTE 9:
EXISTING ADJACENT IRRIGATION IN THIS AREA SHALL BE PROTECTED IN PLACE FOR CONTINUED USE. CONTRACTOR SHALL VERIFY THE EXTENT OF THE EXISTING SYSTEM AND MAKE ADJUSTMENTS TO CAP OFF OR MODIFY THE EXISTING SYSTEM TO MEET THE NEW LANDSCAPE CONDITION IF NECESSARY.

NOTE 10:
CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING WITHIN THE DRIPLINE OF EXISTING TREES. NO MECHANICAL TRENCHING WITHIN THE DRIPLINE OF THE EXISTING TREE SHALL BE ALLOWED. AIR SPADE SHALL BE UTILIZED FOR ALL TRENCHING WITHIN THE DRIPLINE OF TREES. CONTRACTOR SHALL REFER TO ARBORIST REPORT FOR ADDITIONAL PRECAUTIONS REQUIRED FOR THE EXISTING TREES. VERIFY ALL LAYOUT IN FIELD WITH OWNER'S AUTHORIZED REPRESENTATIVE.

CHALLENGER ST



BERRY STREET



I HAVE COMPLIED WITH THE CRITERIA OF THE IRRIGATION GUIDELINES AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN

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DRAWN BY:	M.H./A.A.	8/18/21
DESIGNED BY:	M.H.	8/18/21
CHECKED BY:	J.H.	8/18/21



ENGINEER'S NAME
EXP. DATE: 3/22

DATE: 11/23/21

APPROVED BY:

MICHAEL S. HO, DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
R.C.E. NO.:
DATE:
EXP. DATE:



CITY OF BREA
DEVELOPMENT SERVICES DEPARTMENT

BERRY STREET SIDEWALK PROJECT
SIDEWALK IMPROVEMENT
IRRIGATION PLAN
BETWEEN STATE COLLEGE AND LAMBERT

SHEET

7
OF
11

COLUMBIA RD

BERRY STREET

CENTRAL AVE

EXISTING IRRIGATION NOTES

NOTE A:
THESE PLANS ARE DIAGRAMMATIC, THE MAINLINE AND RELATED IRRIGATION EQUIPMENT IS SHOWN WITHIN THE PAVING FOR CLARITY ONLY. THE ACTUAL LOCATION OF MAINLINE AND RELATED IRRIGATION EQUIPMENT SHALL BE WITHIN PLANTER AND A MINIMUM OF 18" OFF ADJACENT HARDSCAPE AND OTHER OBSTACLES, TYPICAL.

NOTE B:
CONTRACTOR SHALL ADJUST ALL HEADS AS REQUIRED TO ACCOMMODATE ANY VERTICAL OBSTRUCTIONS THAT MAY OCCUR IN THE LANDSCAPE, INCLUDING BUT NOT LIMITED TO LIGHT POLES, FIRE HYDRANTS, TREES, ETC. WHEN A SLIGHT RELOCATION OF THE HEAD IS NOT SUFFICIENT TO CLEAR THE OBSTACLE, OR IF IT NEGATIVELY AFFECTS THE COVERAGE, AN ADDITIONAL HEAD SHALL BE INSTALLED TO PLACE ONE HEAD ON EITHER SIDE OF THE OBSTACLE. THE NOZZLES OF THESE TWO HEADS SHALL HAVE ARC PATTERNS THAT ADD UP TO THE ORIGINAL ARC PATTERN OF THE HEAD INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY ALL HEAD LAYOUT WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

NOTE C:
THESE PLANS ARE DIAGRAMMATIC. TREE BUBBLERS AND LATERAL LINES ARE SHOWN WITHIN THE PAVING FOR CLARITY ONLY. THE ACTUAL LOCATIONS SHALL BE WITHIN THE PLANTER. THE TREE BUBBLERS SHALL BE ALIGNED WITH TREES AS SHOWN ON THE PLANTING PLANS, AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL CONFIRM ALL LAYOUT IN FIELD WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

NOTE D:
PRIOR TO START OF CONSTRUCTION THE CONTRACTOR SHALL SUBMIT TO THE OWNER AND LANDSCAPE ARCHITECT A SCALED SHOP DRAWING INDICATING THE PROPOSED LOCATIONS FOR THE IRRIGATION EQUIPMENT LISTED BELOW. THE SHOP DRAWING SHALL BE PREPARED TO THE SATISFACTION OF THE OWNER AND LANDSCAPE ARCHITECT. SHOP DRAWINGS MUST INCLUDE THE PROPOSED LOCATIONS FOR THE FOLLOWING ITEMS:

1. POINT OF CONNECTION (INCLUDING WATER POC, BACK FLOW DEVICES, MASTER CONTROL VALVES, FLOW SENSORS, ETC.)
2. ISOLATION VALVES
3. AUTOMATIC CONTROL VALVES (INDICATE STATION NUMBER)
4. QUICK COUPLING VALVES
5. IRRIGATION CONTROLLER(S)
6. RELATED EQUIPMENT (AS MAY BE DIRECTED).

EACH PIECE OF AFOREMENTIONED EQUIPMENT SHALL HAVE ITS PROPOSED INSTALLED LOCATION SHOWN ON THE SHOP DRAWINGS. THE SYMBOL FOR EACH PRODUCT SHALL BE A SCALED REPRESENTATION OF THE FOOTPRINT OF THE EQUIPMENT OR THE VALVE BOX IN WHICH THE EQUIPMENT IS INSTALLED. CONTRACTOR SHALL OBTAIN APPROVAL OF THE LOCATION OF EACH PRODUCT PER THE OWNER APPROVED SHOP DRAWINGS. ONCE THE SHOP DRAWING LOCATIONS ARE APPROVED, THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE WILL ALLOW NO ADJUSTMENTS TO THE APPROVED VALVE BOX PLACEMENT WITHOUT PRIOR WRITTEN ACCEPTANCE. ANY REVISION TO EQUIPMENT INSTALLED WITHOUT PRIOR APPROVAL WITH SHOP DRAWINGS WILL BE AT THE CONTRACTOR'S RISK AND ON DIRECTION BY THE LANDSCAPE ARCHITECT AT THE CONTRACTOR'S EXPENSE.

NOTE 1:
CONTRACTOR SHALL MAINTAIN EXISTING MAINLINES IN WORKING ORDER. COORDINATE ALL INTERRUPTIONS OF OPERATION OF THE EXISTING IRRIGATION TO A MINIMUM. COORDINATE ALL INTERRUPTIONS WITH THE OWNER'S REPRESENTATIVE.

NOTE 2:
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING IRRIGATION EQUIPMENT
DAMAGED DURING CONSTRUCTION AND IF DAMAGED, SHALL REPLACE WITH SAME
MANUFACTURER AND MODEL.

NOTE 3:
ANY EXISTING AND ALL PROPOSED IRRIGATION CONTROL VALVES CONNECTED TO EXISTING CONTROLLER SHALL BE RECONNECTED TO EXISTING CONTROLLER. CONFIRM PROPER CONTROLLER OPERATION AND INSTALLATION WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK AND UPON COMPLETION OF WORK.

NOTE 4:
CONTRACTOR SHALL CONFIRM THE EXISTING CONTROLLER MAKE AND MODEL AND SHALL CONFIRM THAT SAID CONTROLLER HAS ADEQUATE OPEN STATIONS TO OPERATE ANY ADJUSTED AND ALL PROPOSED IRRIGATION SYSTEM MODIFICATIONS. NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE SHOULD ANY DISCREPANCIES BE NOTED.

NOTE 5:
CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR/MODIFICATION/REROUTING OF ALL ADJACENT IRRIGATION SYSTEM EQUIPMENT THAT IS AFFECTED BY NEW CONSTRUCTION IMPROVEMENTS. CONTRACTOR SHALL REPAIR SAID SYSTEMS TO A LIKE NEW MANNER, PROVIDING NO LESS THAN 100% OF HEAD RADIIUS COVERAGE IN ALL AREAS WITH SKEWED LAYOUT AS APPROVED BY OWNER. AUTHORIZED REPRESENTATIVE, CONTRACTOR SHALL CONFIRM ALL AREAS REQUIRING MODIFICATION WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO BIDDING WORK AND PRIOR TO STARTING WORK.

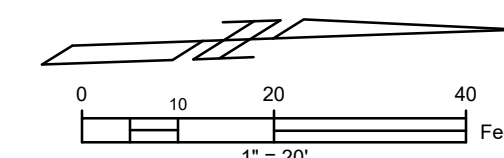
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	INITIALS	DATE
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DESIGNED BY:	M.H.	8/18/21
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ENGINEER'S NAME
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MICHAEL S. HO, DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DA
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CITY OF BREa
DEVELOPMENT SERVICES DEPARTMENT

BERRY STREET SIDEWALK PROJECT

SIDEWALK IMPROVEMENT
IRRIGATION PLAN
BETWEEN STATE COLLEGE AND LAMBERT

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IRRIGATION NOTES

THE IRRIGATION AUDIT WILL BE CONDUCTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- THE IRRIGATION MAINTENANCE SCHEDULE TASKS LISTED BELOW ARE INTENDED AS MINIMUM STANDARDS AND MORE FREQUENT ATTENTION MAY BE REQUIRED DEPENDING ON THE PARTICULAR SITE CONDITIONS.

MAINTENANCE TASK

- AUDIT SHALL BE IN ACCORDANCE WITH THE LATEST STATE OF CALIFORNIA LANDSCAPE WATER MANAGEMENT PROGRAM AS DESCRIBED IN THE LATEST LANDSCAPE IRRIGATION AUDITOR HANDBOOK. THE LANDSCAPE IRRIGATION AUDITS TO BE CONDUCTED BY A QUALIFIED INDIVIDUAL AND THE AUDIT SCHEDULE SHALL BE CONDUCTED AT LEAST ONCE EVERY FIVE YEARS IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 20, DIVISION 1 OF THE LOS ANGELES COUNTY CODE.

MAINTENANCE SCHEDULES. A REGULAR MAINTENANCE SCHEDULE SATISFYING THE FOLLOWING CONDITIONS SHALL BE SUBMITTED AS PART OF THE LANDSCAPE DOCUMENTATION PACKAGE.

LANDSCAPE SHALL BE MAINTAINED TO ENSURE WATER EFFICIENCY. A REGULAR MAINTENANCE SCHEDULE SHALL INCLUDE, BUT NOT BE LIMITED TO, CHECKING, ADJUSTING, AND REPAIRING IRRIGATION EQUIPMENT, RESETTling THE AUTOMATIC CONTROLLER, AERATING AND DETHATCHING TURF AREAS, REPLENISHING MULCH, FERTILIZING, PRUNING, AND WEEDING IN ALL LANDSCAPE AREAS.

WHENEVER POSSIBLE, REPAIR OF IRRIGATION EQUIPMENT SHALL BE DONE WITH THE ORIGINALLY SPECIFIED MATERIALS OR THEIR EQUIVALENTS.

A LANDSCAPE IRRIGATION AUDIT SCHEDULE AS REQUIRED IN CHAPTER 20.09 OF TITLE 20 MAY BE RECOMMENDED. THE MAXIMUM PERIOD BETWEEN AUDITS SHALL BE FIVE YEARS.

LANDSCAPE IRRIGATION AUDIT SCHEDULES. A SCHEDULE OF LANDSCAPE IRRIGATION AUDITS OF AT LEAST EVERY FIVE YEARS MUST BE ESTABLISHED, FOR ALL BUT SINGLE-FAMILY RESIDENCES, AND OTHER PROJECTS WITH LANDSCAPE AREA LESS THAN 1 ACRE (0.405 HA), AS REQUIRED IN CHAPTER 20.09 OF TITLE 20 (UTILITY CODES), AN AUDIT SATISFYING THE FOLLOWING CONDITIONS SHALL BE SUBMITTED TO THE COUNTY AS PART OF THE LANDSCAPE DOCUMENTATION PACKAGE.

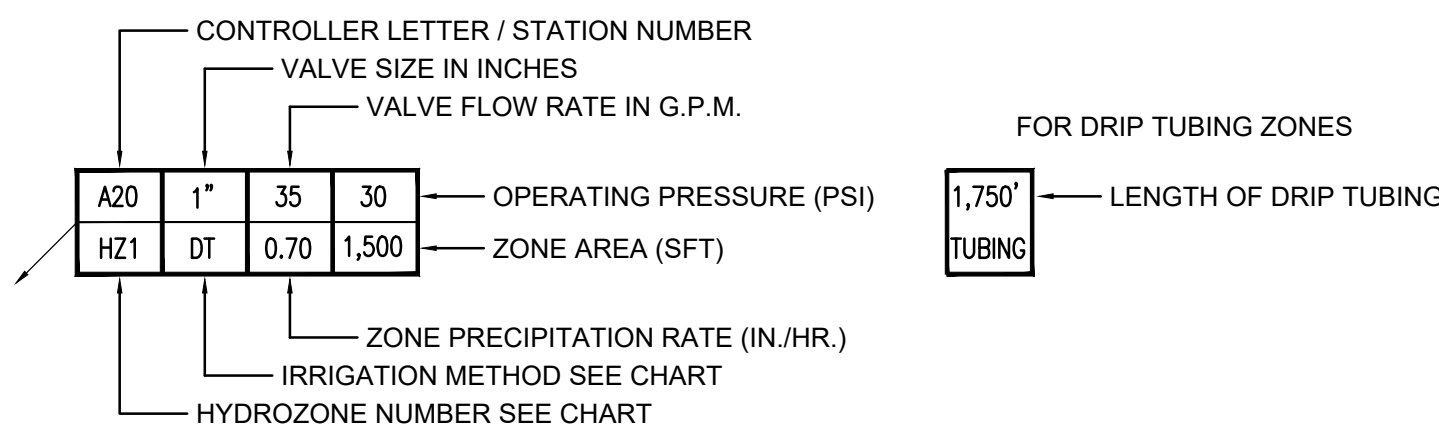
AT A MINIMUM, AUDITS SHALL BE IN ACCORDANCE WITH THE LATEST STATE OF CALIFORNIA LANDSCAPE WATER MANAGEMENT PROGRAM AS DESCRIBED IN THE LANDSCAPE IRRIGATION AUDITOR HANDBOOK, PREPARED FOR THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, WATER CONSERVATION OFFICE, THE ENTIRE DOCUMENT, WHICH IS HEREBY INCORPORATED BY REFERENCE.

THE SCHEDULE SHALL PROVIDE FOR LANDSCAPE IRRIGATION AUDITS TO BE CONDUCTED BY A QUALIFIED INDIVIDUAL AS DETERMINED BY THE DIRECTOR AT LEAST ONCE EVERY FIVE YEARS IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 20, DIVISION 1 OF THE LOS ANGELES COUNTY CODE.

CONTRACTOR TO PROTECT AND PRESERVE IN PLACE ALL EXISTING SURVEY MONUMENTS. ANY MONUMENTS DISTURBED SHALL BE RESET BY A LICENSED LAND SURVEYOR AND THE APPROPRIATE CORNER RECORD MUST BE FILED WITH THE COUNTY OF LOS ANGELES.

SYMBOL			MANUFACTURER	MODEL NO. / DESCRIPTION	FLOW RATE (GPM)	PSI	RADIUS	P.R. (TRI.)	DETAIL
Q	T	H							
			RAIN BIRD	RD-06-S-P45-F 6" POP-UP TURF HEAD WITH R-VAN14 (Q/T/H) / R-VAN14-360 NOZZLES	.32, .42, .63, 1.27	45	14 FT	0.70 IN./HR.	A
			RAIN BIRD	RD-06-S-P45-F 6" POP-UP TURF HEAD WITH R-VAN18 (Q/T/H) / R-VAN18-360 NOZZLES	.50, .62, 1.17, 1.85	45	18 FT	0.70 IN./HR.	A
			RAIN BIRD	RD-06-S-P45-F 6" POP-UP TURF HEAD WITH R-VAN24 (Q/T/H) / R-VAN24-360 NOZZLES	.84, 1.16, 1.68, 3.48	45	24 FT	0.70 IN./HR.	A
			RAIN BIRD	RD-12-S-P45-F 6" POP-UP SHRUB HEAD WITH R-VAN14 (Q/T/H) / R-VAN14-360 NOZZLES	.32, .42, .63, 1.27	45	14 FT	0.70 IN./HR.	A
			RAIN BIRD	RD-12-S-P45-F 6" POP-UP SHRUB HEAD WITH R-VAN18 (Q/T/H) / R-VAN18-360 NOZZLES	.50, .62, 1.17, 1.85	45	18 FT	0.70 IN./HR.	A
			RAIN BIRD	RD-12-S-P45-F 6" POP-UP SHRUB HEAD WITH R-VAN24 (Q/T/H) / R-VAN24-360 NOZZLES	.84, 1.16, 1.68, 3.48	45	24 FT	0.70 IN./HR.	A
			NETAFIM	SUB-SURFACE DRIP TUBING AS DESCRIBED BELOW: TLHCVXR5-CS-12 SUBSURFACE DRIP TUBING (BROWN EXTERIOR COLOR WITH A COPPER OXIDE STRIPE) WITH 0.53 GPH PRESSURE COMPENSATING EMITTERS INTERNALLY AT 12" O.C. SPACING. DRIP TUBING SHALL BE EQUIPPED WITH A CONTINUOUS EXTERIOR CUPRON STRIPE. COPPER OXIDE INFUSED EMITTERS AND A PHYSICAL BARRIER TO PREVENT ROOT INTRUSION INTO THE DRIP EMITTER. DRIP EMITTERS SHALL BE CONTINUOUS FLUSHING TYPE AND EQUIPPED WITH A CHECK VALVE AND ANTI-SIPHON FEATURE. DRIP TUBING SHALL BE INSTALLED 6" IN TURF AREAS BELOW THE FINISHED SOIL GRADE (NOT COUNTING MULCH) AND IN PARALLEL ROWS A MAXIMUM OF 12" IN TURF AREAS ON CENTER. THE PERIMETER ROW OF DRIP TUBING SHALL BE INSTALLED A MAXIMUM OF 4" FROM THE EDGE OF ANY HARDSCAPE OR TURF EDGE. ALL SUBSEQUENT INTERIOR ROWS SHALL BE ADJUSTED TO PROVIDE AN EVEN SPACING ACROSS THE PLANTER WITHOUT EXCEEDING 12" MAXIMUM SPACING. INSTALL 9" PVC COATED GALVANIZED TUBING STAKES A MAXIMUM OF FIVE (5) FEET ON CENTER ALONG THE LENGTH OF THE TUBING. TUBING STAKES SHALL BE MODEL #GDTS140900 AS MANUFACTURED BY GPH IRRIGATION PRODUCTS (866) 582-9684. THE LINES SHOWN ON THE PLANS REPRESENT THE APPROXIMATE DIRECTION AND SPACING OF THE DRIP TUBING ROWS. SEE SPACING REQUIREMENTS ABOVE AND IN DETAILS.	0.53 GPH / EMITTER	30	N/A	0.70 IN./HR.	B,C,D
			NETAFIM	CONNECTION BETWEEN HCVRX-CS DRIP TUBING AND PVC SUPPLY AND DISCHARGE HEADERS SHALL BE MADE USING TL DRIP LINE BARBED FITTINGS, SCH. 40 PVC THREADED FITTINGS, SCH. 80 NIPPLES AND FLEXIBLE NIPPLES. WHEN THE CONNECTION IS AT THE END RUN OF THE TUBING USE A 1/2" SCH. 40 PVC THREADED 90° ELBOW, A 1/2" X LENGTH AS REQUIRED SCH. 80 PVC THREADED NIPPLE, A 1/2" X 6" MPT X FIFT FLEXIBLE NIPPLE, AND A TL050MA 17mm BARB X 1/2" MPT ADAPTER FITTING. WHEN THE CONNECTION IS IN THE MIDDLE OF THE TUBING RUN USE A 1/2" SCH. 40 PVC THREADED TIE FITTING, A 1/2" X LENGTH AS REQUIRED SCH. 80 PVC THREADED NIPPLE, A 1/2" X 6" MPT X FIFT FLEXIBLE NIPPLE, AND TWO (2) TL050MA 17mm BARB X 1/2" MPT ADAPTERS. ALL END RUNS OF TUBING SHALL BE CONNECTED WITH A PVC DISCHARGE HEADER. FLEXIBLE NIPPLES SHALL BE MODEL #GFN050600 AS MANUFACTURED BY GPH IRRIGATION PRODUCTS (866) 582-9684.					B,C,D
			NETAFIM	TL SERIES 17mm BARBED FITTINGS FOR CONNECTIONS BETWEEN DRIP TUBING (TUBING-TO-TUBING ONLY). NO HEATING OF TUBING SHALL BE ALLOWED.					B,C,D
			AS APPROVED	PVC SUPPLY AND DISCHARGE HEADERS SHALL BE PVC LATERAL LINE PIPE (AS SHOWN BELOW), 1" MINIMUM SIZE WITH SCH. 40 PVC FITTINGS.					B,C,D
			GPH IRRIGATION/ RAIN BIRD	GDPN DRIP FLUSH / INDICATOR NOZZLE, ORANGE IN COLOR, INSTALLED ONTO A RAIN BIRD 1812 12" POP-UP SPRINKLER BODY (NO PRS DEVICE). THE FLUSH NOZZLE SHALL BE CLOSED FOR NORMAL OPERATION OF THE DRIP SYSTEM.					C,E
			RAIN BIRD	XXX-PESB-PRS-D PRESSURE REGULATING, PLASTIC REMOTE CONTROL VALVE (RCV), SIZE AS SHOWN (1", 1 1/2" AND 2" SIZES). TEST PRS-D PRESSURE REGULATOR TO PROVIDE THE OPERATING PRESSURE OF THE SPRINKLER / BUBBLER HEAD AT THE HIGHEST OR FARTHEST HEAD ON THE CONTROL VALVE ZONE (MEASURE PSI AT HEAD). INSTALL THE RCV INSIDE A STANDARD RECTANGULAR VALVE BOX.					F
			RAIN BIRD	XXX-PESB PLASTIC DRIP REMOTE CONTROL VALVE, SIZE AS SHOWN (1" AND 1 1/2" SIZES). INSTALL A DISC FILTER AND AN INLINE PRESSURE REGULATOR ON THE DOWNSTREAM SIDE OF EACH DRIP REMOTE CONTROL VALVE (DRCV). FOR 1" DRCVS INSTALL A RAIN BIRD LCRBY-100D DISC FILTER AND A SENNINGER 1" PMR-40-MF PRESSURE REGULATOR. FOR 1 1/2" DRCVS INSTALL A RAIN BIRD LCRBY-150D DISC FILTER AND A SENNINGER 1 1/4" PMR-40-HF PRESSURE REGULATOR. USE A 1 1/2" SCH. 40 PVC THREADED COUPLING, A 1 1/2" X 1 1/4" PVC THREADED REDUCER BUSHING, AND A 1 1/4" X 2" SCH. 80 PVC NIPPLE AS REQUIRED TO CONNECT THE 1 1/4" REGULATOR TO THE DOWNSTREAM SIDE OF THE 1 1/2" FILTER. INSTALL THE DRCV ASSEMBLY INSIDE A JUMBO RECTANGULAR VALVE BOX.					G
			EXISTING	EXISTING REMOTE CONTROL VALVE, TO BE PROTECTED IN PLACE OR REMOVED, SEE PLAN SHEETS FOR NOTES.					N/A
			TSM	DOUBLER STATION EXPANDER, INSTALL WITHIN REMOTE CONTROL VALVE BOX, CONNECT TO THE ADJACENT EXISTING VALVE AND THE EXISTING CONTROLLER PER MANUFACTURER'S RECOMMENDATIONS. UTILIZE FOR PROPOSED VALVES WHERE NO EXISTING SPARE WIRE IS AVAILABLE TYPICAL.					H
			AS APPROVED	PVC PIPE 3/4" - 1 1/2" SCH. 40, SOLVENT WELD WITH SCH. 40 PVC FITTINGS, AS LATERAL LINES INSTALLED 12" BELOW FINISHED GRADE					I
			EXISTING	EXISTING X" MAINLINE, PROTECT IN PLACE					N/A
			AS APPROVED	PVC PIPE SCH. 40 AS SLEEPING, 2 TIMES THE DIAMETER OF PIPE OR WIRE BUNDLE CARRIED (2" MINIMUM SIZE) INSTALL ALL PIPE AND WIRE UNDER PAVING, HARDSCAPE, ETC. (OR AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE) INSIDE SLEEVES. SLEEVES UNDER PEDESTRIAN PAVING SHALL BE INSTALLED 24" BELOW FINISHED GRADE. SLEEVES UNDER VEHICULAR PAVING SHALL BE INSTALLED 36" BELOW FINISHED GRADE.					J
			LASCO	ALL FITTINGS USED WITH SOLVENT WELD MAINLINE PIPE SHALL BE SCH. 80 PVC FITTINGS, GRAY IN COLOR, AND SIZED TO MATCH THE MAINLINE PIPE. ALL FITTINGS USED WITH SOLVENT WELD LATERAL LINE PIPE SHALL BE SCH. 40 PVC, WHITE IN COLOR, AND SIZED TO MATCH THE LATERAL LINE PIPE. ALL THREADED PVC NIPPLES SHALL BE SCH. 80 PVC PIPE, DARK GRAY IN COLOR, WITH MOLDED THREADS.					N/A
			WELD-ON	ALL SOLVENT WELD CONNECTIONS FOR BOTH MAINLINE AND LATERAL LINE SHALL BE MADE USING THE TWO-STEP PROCESS OF PRIMER AND SOLVENT CEMENT. PRIMER SHALL BE P-68 LOW VOC "PRIME PRIMER". SOLVENT CEMENT SHALL BE 70S LOW VOC, GRAY COLORED "MEDIUM BODIED" CEMENT. USE DAUBERS SIZED AT LEAST ONE-HALF THE SIZE OF THE LARGEST PIPE BEING JOINED. ALL SOLVENT CEMENTED JOINTS SHALL BE MADE PER THE PIPE AND FITTING MANUFACTURER'S RECOMMENDATIONS.					N/A
			GPH IRRIGATION	GDBRY6 DIRECT BURIAL, 100% SILICONE GEL, WATER-PROOF WIRE CONNECTORS FOR USE ON ALL WIRE SPLICES AND CONNECTIONS					K
			NDS (K.B.I.)	KSC-XXX-S SWING CHECK VALVE, LATERAL LINE SIZE, INSTALL ONE (1) ON THE DOWNSTREAM SIDE OF EACH RCV WHEN THE RCV IS LOWER THAN THE SPRINKLERS, BUBBLERS OR DRIP EMITTERS. INSTALL WITHIN SPRINKLER / BUBBLER / DRIP ZONES AS REQUIRED TO PREVENT LOW HEAD DRAINAGE.					N/A
			NDS (K.B.I.)	KC-XXX-S SPRING CHECK VALVE, LATERAL LINE SIZE, INSTALL ONE (1) ON THE DOWNSTREAM SIDE OF EACH RCV WHEN THE RCV IS HIGHER THAN THE SPRINKLERS, BUBBLERS OR DRIP EMITTERS. INSTALL WITHIN SPRINKLER / BUBBLER / DRIP ZONES AS REQUIRED TO PREVENT LOW HEAD DRAINAGE.					N/A
			CARSON	VALVE BOXES, SIZE PER EQUIPMENT LEGEND, WITH L-COVER LIDS AND CAPTIVE BOLT AND LOCK-KIT. FOR ROUND FLUSH VALES AND AIR RELIEF VALVES USE MODEL 708, 10" ROUND SHALL BE MODEL 910, 12" STANDARD RECTANGULAR, SHALL BE MODEL 1419, 12" JUMBO RECT. SHALL BE MODEL 1220, SUPER JUMBO SHALL BE MODEL 1324, AND SUPER JUMBO XL SHALL BE MODEL 1730. VALVE BOXES SHALL HAVE GREEN HDPE BODY AND GREEN LIDS IN TURF, GREEN LIDS IN SHRUB BEDS, AND TAN LIDS IN ROCK MULCH. FOR USE IN NON-VEHICULAR TRAFFIC SITUATIONS ONLY. DO NOT INSTALL IN CONCRETE OR ASPHALT.					L

VALVE CALLOUT LEGEND



HYDROZONE DESCRIPTION CHART			
NUMBER	DESCRIPTION OF THE HYDROZONE	WUCOLS	PLANT FACTOR
HZ 1	LOW WATER USE PLANTINGS	L	0.30
HZ 2	MODERATE WATER USE TURF	M	0.60

IRRIGATION METHOD DESCRIPTION CHART			
LETTERS	DESCRIPTION OF THE IRRIGATION	TYPE	IR. EFFICIENCY
S	SPRAY HEADS	SPRAY	0.75
DT	DRIP TUBING	DRIP	0.81

I HAVE COMPLIED WITH THE CRITERIA OF THE IRRIGATION GUIDELINES AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN



sweeney + associates
IRRIGATION DESIGN AND CONSULTING

38730 Sky Canyon Drive, Suite 400
Murrieta, Ca 92563

e: info@sweeneyassoc.com | t: (951) 461-6830
w: www.sweeneyassoc.com | f: (951) 461-6850

 S+a



DIAL TOLL FREE
1-800-227-2600
TWO WORKING DAYS
BEFORE YOU DIG

REVISIONS

[illegible]

3737 BIRCH ST, SUITE 250
NEWPORT BEACH, CA 92660
P: 949.428.1500

	INITIALS	DATE
DRAWN BY:	M.H./A.A.	8/18/21
DESIGNED BY:	M.H.	8/18/21
CHECKED BY:	J.H.	8/18/21



ENGINEER'S NAME
EXP. DATE: 3/22

DATE: 11/23/21

APPROVED BY:

MICHAEL S. HO, DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE
R.C.E. NO.: EXP. DATE:



CITY OF BREA
DEVELOPMENT SERVICES DEPARTMENT

BERRY STREET SIDEWALK PROJECT

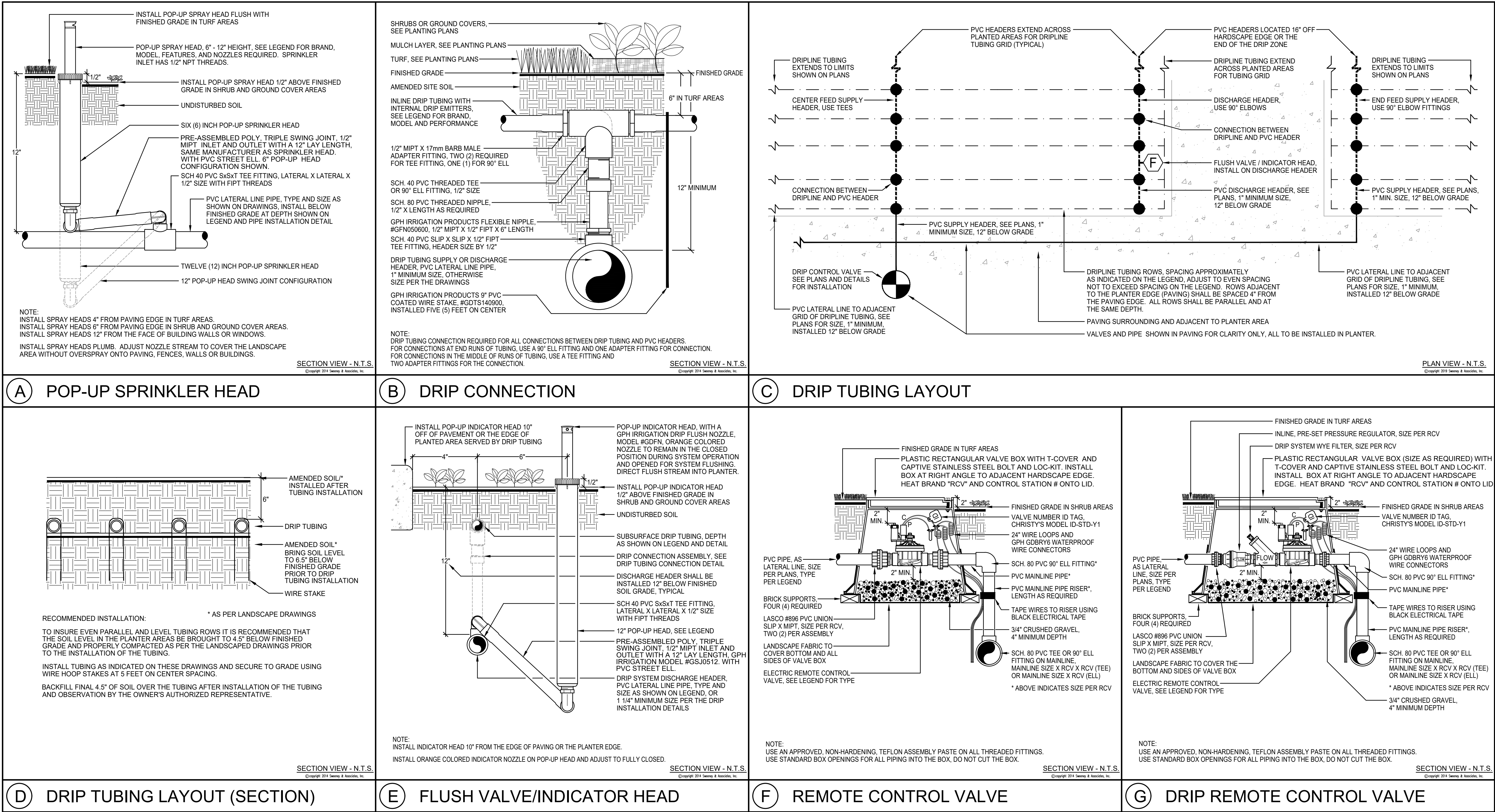
SIDEWALK IMPROVEMENT

IRRIGATION LEGEND AND NOTES

BETWEEN STATE COLLEGE AND LAMBERT

SHEET

9
OF
11



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

3737 BIRCH ST, SUITE 250
NEWPORT BEACH, CA 92660
P: 949.428.1500

DRAWN BY:	M.H./A.A.	DATE	8/18/21
DESIGNED BY:	M.H.	DATE	8/18/21
CHECKED BY:	J.H.	DATE	8/18/21

REGISTERED PROFESSIONAL ENGINEER
MICHAEL S. HO
NO. 88091
CIVIL
STATE OF CALIFORNIA

ENGINEER'S NAME
EXP. DATE: 3/22

DATE: 11/23/21

APPROVED BY:

MICHAEL S. HO, DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
R.C.E. NO.:
DATE:
EXP. DATE:

CITY OF BREA
DEVELOPMENT SERVICES DEPARTMENT

BERRY STREET SIDEWALK PROJECT

SIDEWALK IMPROVEMENT
IRRIGATION DETAILS
BETWEEN STATE COLLEGE AND LAMBERT


SHEET

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OF
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I HAVE COMPLIED WITH THE CRITERIA OF THE IRRIGATION GUIDELINES AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN

811

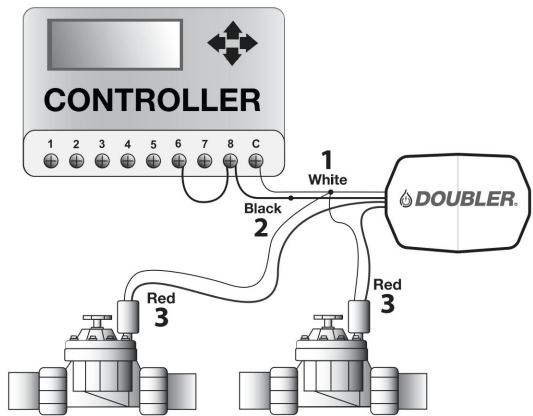
sweeney + associates
IRRIGATION DESIGN AND CONSULTING
38730 Sky Canyon Drive, Suite C
Murrieta, CA 92563
e: info@sweeneyassoc.com | t: (953) 461-6830
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Installing Doubler in the Valve Box

- Connect **white** wire to the same field **common** as your valves.
- Connect **black** wire to the **station/hot** wire that runs from the controller (disconnect from any valves).
- Connect one **red** wire to the hot of the **first valve** and the other **red** wire to the hot of the **second valve**.

Be sure to waterproof all wire connections!



At the Controller


Option 1

Locate the station with the hot wire going to your Doubler. Simply connect a jumper wire between this station and another open station of your choice then set your watering times. ***On digital controllers these stations should not be in sequence.** (see tooltip below)

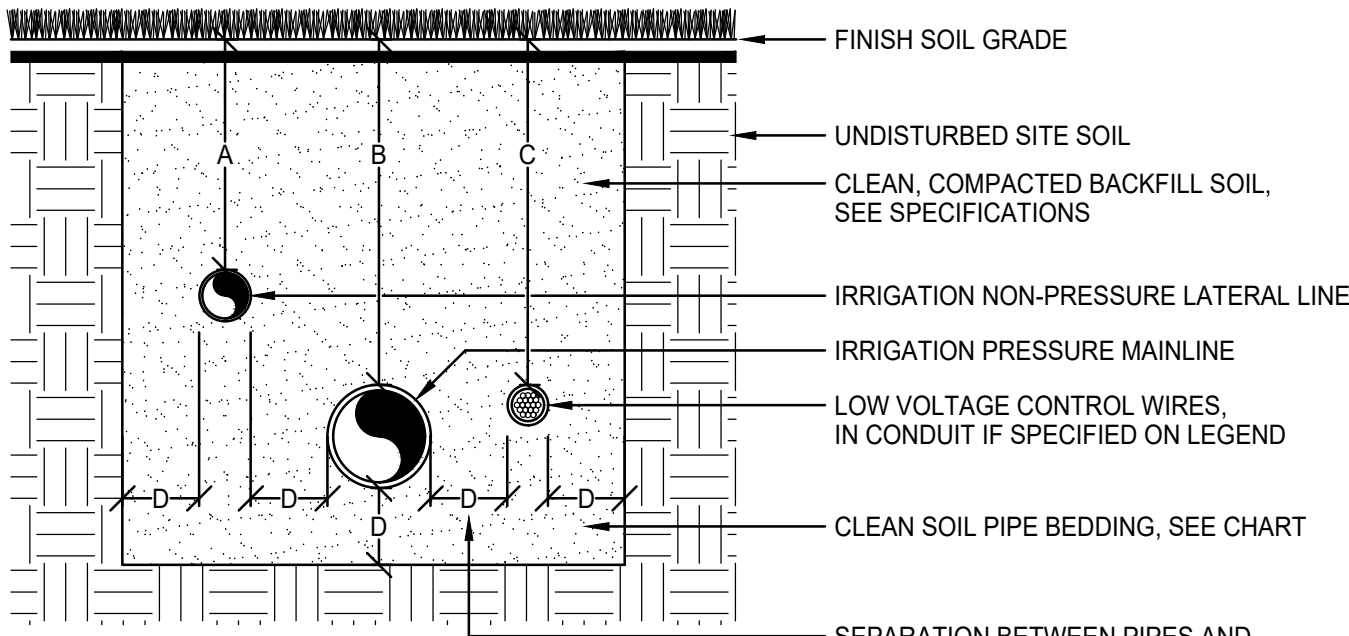
Option 2

If an open station is not available - one station may be used twice. Simply program the same station number to water again on Program B. (i.e. Station 6 would be set to water on both programs A and B) Set your watering times and a Program B start time.


Congratulations you have now installed your DOUBLER!



On digital controllers, we recommend you skip a station for reliable operation. Some digital controllers can switch so quickly that the next station will power up before the first station has powered down. Doubler will not detect the voltage drop it uses to switch in these cases. For controllers equipped with the station delay feature - you may program the station delay in lieu of skipping stations.

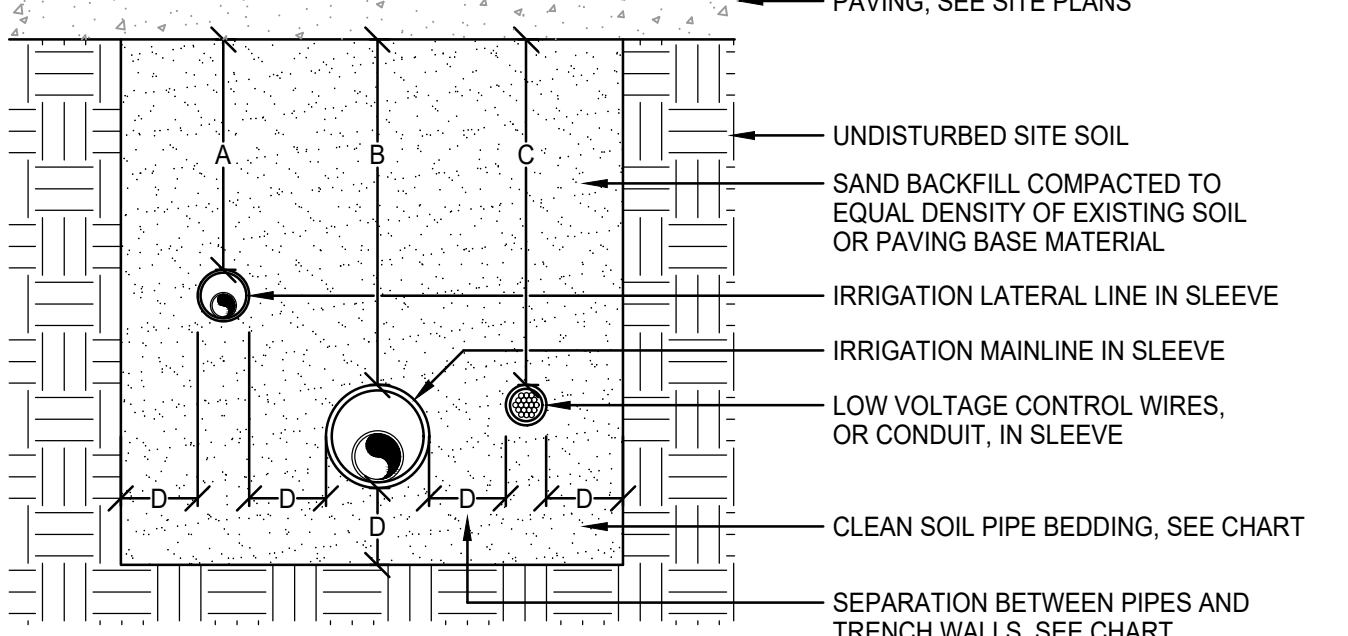


PIPE SIZES	A	B	C	D
SIZES 3/4" TO 2 1/2"	12"	18"	18"	4"
SIZES 3" AND 4"	18"	24"	24"	4"
SIZES 6" AND LARGER		30"	24"	6"




NOTE:
CONTRACTOR IS REQUIRED TO CONTACT 811 OR DIGALERT A MINIMUM OF TWO (2) DAYS PRIOR TO ANY EXCAVATION ON THE PROJECT. DIAL 811 OR LOG ONTO WWW.DIGALERT.ORG.

SECTION VIEW - N.T.S.
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PIPE SIZES	A	B	C	D
UNDER PEDESTRIAN PAVING	12"	24"	24"	4"
UNDER VEHICULAR PAVING	24"	36"	36"	6"

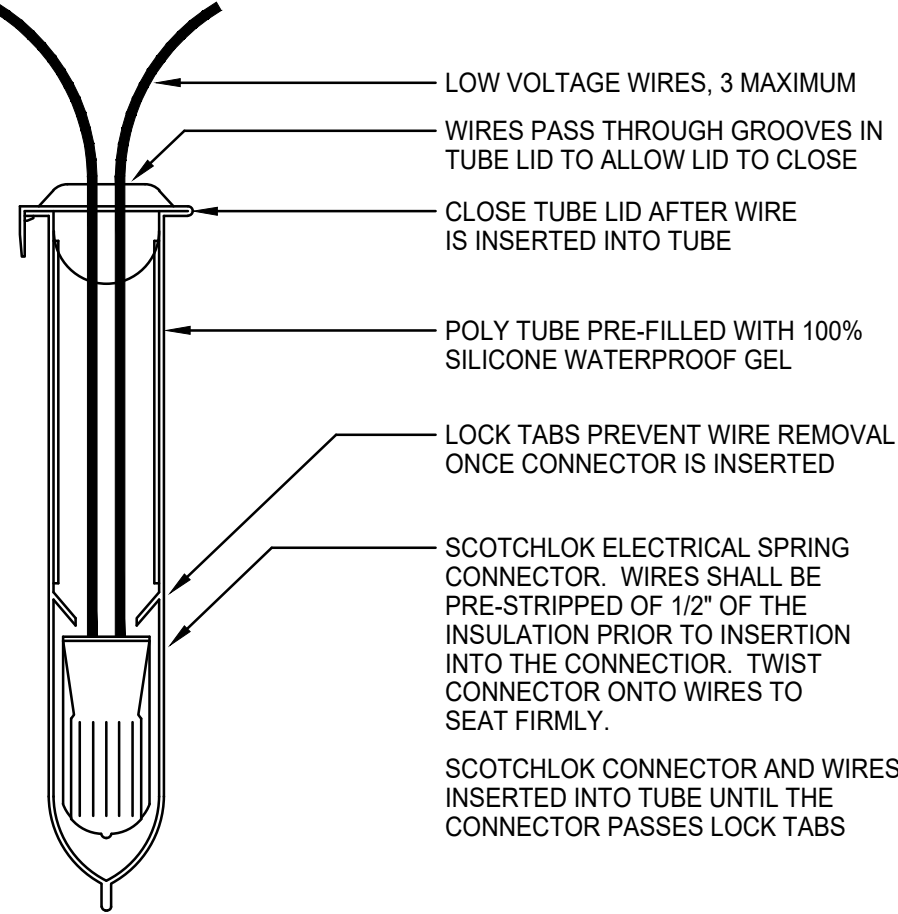


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SLEEVES SHALL BE TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE CARRIED WITHIN, EXCEPT WHEN USING BELL AND GASKET PIPING WHERE MAINLINE SLEEVES SHALL BE 2.5 TIMES THE SIZE OF THE PIPE.

SLEEVES SHALL EXTEND 12" PAST THE EDGE OF PAVING INTO THE PLANTER.

SECTION VIEW - N.T.S.
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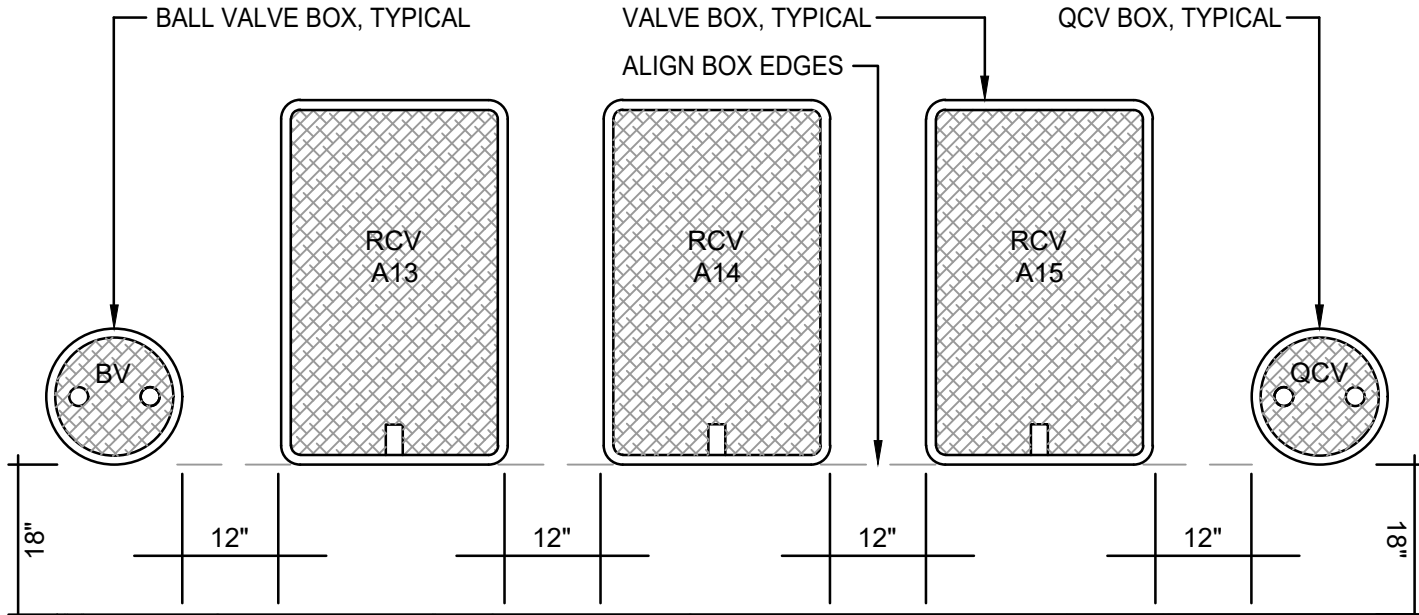


NOTE:
WIRE CONNECTOR SHALL BE A GPH IRRIGATION GDBRY6 DIRECT BURY SPLICE KIT. KIT SHALL INCLUDE A SCOTCHLOK SPRING CONNECTOR, A POLYPROPYLENE TUBE AND A 100% SILICONE WATERPROOF SEALING GEL. TUBE SHALL BE SUPPLIED PRE-FILLED WITH GEL.

SECTION VIEW - N.T.S.
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H VALVE DOUBLE INSTALLATION

NOTE:
1. CENTER VALVE BOX OVER REMOTE CONTROL VALVE OR DRIP ASSEMBLY TO FACILITATE SERVICING OF THE VALVE OR EQUIPMENT.
2. SET RCV AND VALVE BOX ASSEMBLY IN GROUND COVER OR SHRUB AREAS WHERE EVER POSSIBLE. VALVES IN TURF AREAS TO BE APPROVED BY LANDSCAPE ARCHITECT.
3. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO ADJACENT PAVING EDGE.
4. AVOID HEAVILY COMPACTING SOIL AROUND VALVE BOXES TO PREVENT THE COLLAPSE AND / OR DEFORMATION OF VALVE BOXES.
5. BOX LOCATIONS SHALL BE STAKED IN THE FIELD PRIOR TO MAINLINE INSTALLATION FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT.



NOTE:
VALVE BOXES SHALL BE INSTALLED IN SHRUB AND GROUND COVER AREAS. NO VALVES SHALL BE INSTALLED IN TURF AREAS WITHOUT PRIOR APPROVAL BY THE LANDSCAPE ARCHITECT.

PLAN VIEW - N.T.S.
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L VALVE BOX LAYOUT

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ENGINEER'S NAME
EXP. DATE: 3/22

DATE: 11/23/21

APPROVED BY:

MICHAEL S. HO, DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE: 11/23/21
R.C.E. NO.: EXP. DATE:

 **CITY OF BREA**
DEVELOPMENT SERVICES DEPARTMENT

BERRY STREET SIDEWALK PROJECT
SIDEWALK IMPROVEMENT
IRRIGATION DETAILS
BETWEEN STATE COLLEGE AND LAMBERT

SHEET
11
OF
11

CONTRACT DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

for the

**BERRY STREET SIDEWALK
CIP PROJECT NO. 7324**

in the

CITY OF BRE A



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

**BIDS DUE:
July 26, 2022
2:00 PM, 3rd FLOOR
City Clerk's Office**

**MICHAEL S. HO
PUBLIC WORKS DIRECTOR**

CITY OF BREA

**PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS**

for the

**BERRY STREET SIDEWALK
CIP PROJECT NO. 7324**

**PREPARED BY:
Ardurra Group, Inc
3737 Birch St, Ste 250
Newport Beach, CA 92660**

Prepared Under the Supervision of:



Miguel Hurtado, R.C.E. No. 88091

03/03/2022

Date

Approved by:

**Michael S. Ho, Public Works Director
R.C.E. No. 70299**

Date

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

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

TABLE OF CONTENTS

SECTION A

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

SECTION B

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

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

SECTION C

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

SECTION D

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

SECTION E

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

PART 1 GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS

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

2-1 AWARD AND EXECUTION OF THE CONTRACT

2-4 CONTRACT BONDS

2-5 PLANS AND SPECIFICATIONS

2-6 WORK TO BE DONE

2-9 SURVEYING

2-10 AUTHORITY OF BOARD AND ENGINEER

2-11 INSPECTION

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

3-3 EXTRA WORK

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

4-1 MATERIALS AND WORKMANSHIP

SECTION 5 - UTILITIES	E-9
5-1 LOCATION	
5-4 RELOCATION	
5-5 DELAYS	
5-7 UTILITY MARKINGS	
SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK	E-20
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK	
6-2 PROSECUTION OF WORK	
6-7 TIME OF COMPLETION	
6-9 LIQUIDATED DAMAGES	
SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR	E-12
7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES	
7-2 LABOR	
7-3 LIABILITY INSURANCE	
7-5 PERMITS	
7-8 WORK SITE MAINTENANCE	
7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	
7-10 PUBLIC CONVENIENCE AND SAFETY	
SECTION 8 - FACILITIES FOR AGENCY PERSONNEL	E-22
8-1 GENERAL	
SECTION 9 - MEASUREMENT AND PAYMENT	E-23
9-3 PAYMENT	
9-4 DESCRIPTION OF BID ITEMS	

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS	E-28
200-1 ROCK PRODUCTS	
200-2 UNTREATED BASE MATERIALS	
SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS	E-29

201-1 PORTLAND CEMENT CONCRETE	
SECTION 203 - BITUMINOUS MATERIALS	E-30
203-06 ASPHALT CONCRETE	
203-11 ASPHALT RUBBER HOT MIX (ARHM)	
SECTION 210 – PAINT AND PROTECTIVE COATINGS	E-31
210-1 PAINT	
SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS	E-32
210-1 PAINT	
SECTION 215 – DETECTABLE WARNING SURFACES	E-35
215-1 DETECTABLE WARNING-TRUNCATED DOME MATS FOR CURB ACCESS RAMPS	

PART 3 CONSTRUCTION METHODS

SECTION 300 - EARTHWORK.....	E-36
300-1 CLEARING AND GRUBBING	
300-2 UNCLASSIFIED EXCAVATION	
SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS	E-39
301-1 SUBGRADE PREPARATION	
301-2 UNTREATED BASE	
SECTION 302 - ROADWAY SURFACING.....	E-41
302-1 COLD MILLING OF EXISTING PAVEMENT	
302-5 ASPHALT CONCRETE PAVEMENT	
302-9 ASPHALT RUBBER HOT MIX (ARHM)	
SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION.....	E-45
303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, SPANDRELS, ACCESS RAMPS AND DRIVEWAYS	
SECTION 310 - PAINTING	E-47

REFERENCE SPECIFICATIONS -

APPENDIX A - INSURANCE AND INDEMNITY REQUIREMENTS

APPENDIX B - WARRANTY BOND SAMPLE

APPENDIX C – NPDES REQUIREMENTS

APPENDIX D – FAITHFUL PERFORMACE BOND SAMPLE

APPENDIX E – LABOR AND MATERIAL BOND SAMPLE

SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on July 26, 2022.**

1. **Project Name: BERRY STREET SIDEWALK, CIP PROJECT NO. 7324**

This project consists of **cold milling, placement of new asphalt concrete, sidewalk improvements, curb and gutter improvements, and curb ramp improvements.**

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

3. **Bid Opening:** Bids will be publicly opened and read at reasonable time following the time stated above in the City Conference Center, located at 1 Civic Center Circle, Brea, California 92821 on **July 26, 2022.** Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"SEALED BID FOR BERRY STREET SIDEWALK, CIP PROJECT NO. 7324"**.

4. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License Class A (General Engineering) or C-8 (Concrete Contractor)**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

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

6. **Prevailing Wages:** In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be obtained from the State at the following website: <http://www.dir.ca.gov/OPRL/pwd/>.

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

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

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

10. **Contact Person:** Questions regarding this Notice Inviting Bids shall be directed to: Raymond Contreras at raymondc@cityofbrea.net.

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

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

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

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

2. Proposal Guarantee

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

3. Proposal Signature

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

4. Delivery Of Proposal

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

"SEALED BID"

for

BERRY STREET SIDEWALK, CIP PROJECT NO. 7324

in the

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

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

5. Return of Proposal Guarantees

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

6. Taxes

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

7. Disqualification Of Bidders

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

8. Contractor's License Requirement

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

9. Registration with the Department of Industrial Relations

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

10. References

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

11. Listing Of Subcontractors

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

12. Discrepancies And Misunderstandings

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

13. Equivalent Materials

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

14. Legal Responsibilities

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

15. Award of Contract

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

16. Material Guarantee

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

17. Execution of Contract

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

18. Submission of Bonds and Insurance

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

19. Addenda

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

20. Not Used

21. Questions to the Engineer

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

22. RFI (SEE NEXT PAGE)

For Requests for Interpretation (RFI), the Bidder shall use the form on the following page for submittal in writing.

**CITY OF BREA
BERRY STREET SIDEWALK
CIP PROJECT NO. 7324**

**REQUEST FOR INTERPRETATION OF CONTRACT
DOCUMENTS**

Date:

Time:

Company:

Contact Person:

Address:

Telephone:

FAX:

Plan Sheet:

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

T0 A/E:

SECTION C

PROPOSAL

for the
BERRY STREET SIDEWALK
CIP PROJECT NO. 7324

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

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

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

BID FORM
BERRY STREET SIDEWALK
CIP PROJECT NO. 7324

Bidder: _____

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization (5% Max)	1 LS	Lump Sum	
2.	Traffic Control and Construction Phasing	1 LS	Lump Sum	
3.	BMP Implementation and Monitoring	1 LS	Lump Sum	
4.	Remove and Replace Unsuitable Subgrade*	107	CY	
5.	Remove & Reconstruct PCC Sidewalk Per City of Brea Std. Plan 103-0	9,483 SF	\$ /SF	
6.	Remove & Reconstruct New Driveway Approach Per City of Brea Std. Plan 105-0	8 EA	\$ /EA	
7.	Remove & Reconstruct PCC Curb Ramp Per City Std. Plan 107-0	3 EA	\$ /EA	
8.	Remove & Reconstruct PCC Curb and Gutter	58 LF	\$ /LF	
9.	Remove & Reconstruct PCC Curb	588 LF	\$ /LF	
10.	Remove & Construct New Concrete Block Slough Wall	535 LF	\$ /LF	
11.	Remove and Reconstruct 6" PCC Driveway Pad	3 EA	\$ /EA	
12.	Remove and Reconstruct 4" AC Driveway Pad	4 EA	\$ /EA	
13.	Tree Removal	10 EA	\$ /EA	
14.	Remove and Reconstruct 8" Thick Spandrel	467 SF	\$ /SF	
15.	Relocate Private Sign	1 EA	\$ /EA	
16.	Landscape and Irrigation	1 LS	Lump Sum	

Total: Bid in Figures: \$

Total: Bid in Words: _____

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

2. Item 4 of the bid schedule is contingent upon unsuitable subgrade encountered and directed to be removed and replaced by the Engineer.

LIST OF SUBCONTRACTORS

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

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

By submission of this proposal, the Bidder certifies:

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

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

State of California

ss.

County of Orange

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

Name of Bidder

Signature of Bidder

Address of Bidder

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

NOTARY PUBLIC _____

BIDDER’S STATEMENT REGARDING “ANTI-KICKBACK” REQUIREMENTS

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

Signed _____

Title _____

Firm _____

Date _____

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **BERRY STREET SIDEWALK, CIP PROJECT NO. 7324**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

Contractor

By

Title

Date: _____

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes

☐ No

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

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

COMPENSATION INSURANCE CERTIFICATE

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

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

Contractor

By

Title

Date: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name

Business Address

City, State Zip

()

Telephone Number

Email Address

State Contractor's License No. and Class

DIR Registration Number

Original Date Issued (Contractor's State License)

Expiration Date

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

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

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

The undersigned is prepared to satisfy the 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.

Company Name

Signature of Bidder

Printed or Typed Signature

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

NOTARY PUBLIC _____

NOTARY SEAL

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

1. _____
Name and Address of Public Agency

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

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

2. _____
Name and Address of Public Agency

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

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

3. _____
Name and Address of Public Agency

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

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

Responsible Bidder – Supplemental Questionnaire

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

_____ Years

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

☐ Yes

☐ No

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

_____ Case Number

_____ Bankruptcy Court

_____ Date Filed

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

☐ Yes

☐ No

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

_____ Case Number

_____ Bankruptcy Court

_____ Date Filed

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

If “yes,” explain on a separate page.

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

☐ Yes

☐ No

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

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

%

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

☐ Yes

☐ No

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ as PRINCIPAL, and

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

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

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

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

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

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

Principal

Surety

By: _____

SECTION D

SAMPLE CONTRACT

CONSTRUCTION AGREEMENT

BERRY STREET SIDEWALK, CIP PROJECT NO. 7324

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [contractor name], a [state] [type of entity] ("Contractor"). Contractor's CSLB license number is _____. Contractor's DIR registration number is _____.

RECITALS

- A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **BERRY STREET SIDEWALK, CIP PROJECT NO. 7324** ("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 **BERRY STREET SIDEWALK, CIP PROJECT NO. 7324** ("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 \$ _____. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the

expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

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

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d).

E. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

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

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **60 working days** from the date of Notice of Proceed ("Completion Date").

B. Contractor shall be subject to liquidated damages in the amount of **\$1,200.00** for each **working day** the work remains incomplete beyond the Completion Date. City may deduct liquidated damages from any monies due or that may become due

Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days' written notice to Contractor. In such event, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total contract price, and such payment shall be in full satisfaction of all services rendered.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents. In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with City a certification as follows:

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

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

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

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

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

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

i. \$2,000,000 for bodily injury or death;

ii. \$2,000,000 for property damage; and

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

C. Each such policy of insurance required in paragraph (A)(ii) above shall:

i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.

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

iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.

iv. Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy.

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

vi. Contain a clause substantially in the following words:

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

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

viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

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

x. Otherwise be in form satisfactory to City.

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

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

8. LABOR CODE COMPLIANCE:

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

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this

Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

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

9. UNRESOLVED DISPUTES:

A. In the event that a dispute arises between the parties regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

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

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

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

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

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

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

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

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

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

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

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

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

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

To Contractor:

20. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

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

22. INCORPORATION OF MANDATORY LANGUAGE: Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

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

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

25. AUTHORITY: Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. COUNTERPARTS: This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]

[use this signature block if Contractor is a corporation]

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if Contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

SECTION E

SPECIAL PROVISIONS

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

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

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

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

PART 1

GENERAL PROVISIONS

SECTION 1

TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.

Board - The City Council of the City of Brea.

Caltrans - The State of California Department of Transportation.

County - The County of Orange.

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

SECTION 2 SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

[Replace with the following:].

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

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

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

2-4 CONTRACT BONDS

[Add the following:].

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

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

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

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

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

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

"State Standard Specifications" shall mean the Standard Specifications, 2018 edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

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

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

Standard Plans for Public Works Construction, published by the American Public Works Association, 2012 edition.

Standard Plans, published by the State Department of Transportation, 2018 edition.

2-5.3 Submittals

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

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

2-9 SURVEYING

2-9.1 Permanent Survey Markers

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

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

[Add the following:].

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

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

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

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

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

2-9.2 Survey Service

[Replace the first paragraph with the following]

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

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

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

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

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

2-10 AUTHORITY OF BOARD AND ENGINEER

[Add the following].

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

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

2-11 INSPECTION

[Add the following].

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

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

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

SECTION 3 CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.23 Markup.

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

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

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

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

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

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

(c) **Unknown Facilities.** In the event the Contractor suspects or begins to locate a utility pipe, conduit, structure or other unknown underground mass not depicted on the Plans or identified within these Specifications, he/she shall continue to uncover and investigate the limits of the item and contact USA as part of the bid item scope of work. Once the unknown underground facility is sufficiently viewed and identified, any stand-by-time, during which no constructive work is being accomplished with respect to the bid item scope of work, will be paid at the base rate for Labor + 10% and for Equipment not working will be paid applying the Delay Factor to the hourly rental rate per the Caltrans Rental Guide with no further mark-up.

SECTION 4 CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

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

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

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

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

4-1.4 Test of Materials

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

All onsite and offsite tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory in the vicinity of Southern California, pre-approved by the Engineer. The laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

The City reserves the right to visit approved testing laboratories anytime during the duration of the testing for the specified project. This random inspection will not require any prior confirmation for the visit date and time of the visit.

Field sampling and testing shall be performed under the direction of the Engineer. The Engineer will determine the exact time and location of all field sampling and testing. Written reports of tests and engineering data furnished by the Contractor for the Engineer's review shall be submitted in the same manner as specified for Shop Drawings.

The testing laboratory shall furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the Engineer and one copy to the Contractor within three (3) calendar days after each test is completed.

The Contractor shall not retain any testing laboratory firm against which the City has reasonable objection. If at any time during the construction process, the services become unacceptable to the City and the Engineer determines that sufficient cause exists, the Contractor shall terminate the services and engage a different testing laboratory firm, approved by the Engineer.

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

4-1.6 Trade Names or Equals

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

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

SECTION 5 UTILITIES

5-1 LOCATION

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

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

It shall be the Contractor's responsibility alone to determine the location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall assume every lot include a service of each type of utility.

The Contractor shall pothole all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by the Work. The Contractor shall provide pothole records which include information of type and material of existing utility found, depth to top of cover, depth to bottom of utility, size of utility, paving type and thickness of paving.

Any pothole work with a diameter less than or equal to 6-inches in asphalt may be backfilled with black colored concrete to the finish surface, otherwise rehabilitation shall be per City Standard 102-0.

5-4 RELOCATION

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

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

5-5 DELAYS

[Add the following paragraph:].

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

5-7 UTILITY MARKINGS

[Is hereby added to Section 5:].

Upon completion of the project, the Contractor shall be required to remove, to the satisfaction of the Engineer, all utility locator markings and utility tie-out paint markings that either the contractor, the City or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters using the removal method acceptable to the Engineer. Any damage to the existing improvements due to the Contractor's removal operation shall be repaired at the Contractor's expense. Payment for the removing utility markings shall be included in the various applicable items of work, and no additional compensation will be allowed therefore.

SECTION 6

PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

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

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

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

[Add the following:]

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

6-2 PROSECUTION OF WORK

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

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

Record Keeping: The Contractor shall submit daily progress reports to the Engineer via the Internet utilizing a web site address Virtual Project Manager (VPM) at www.virtual-pm.com managed by the Agency. This web site, "Virtual Project Manager" will be used exclusively by the site foreman to record daily progress, problems, addition/deletions and or request change

orders for review by the engineer/inspector and the Project Manager. The Job site supervisor (Contractor) is required to have access and knowledge to utilize a digital camera and internet.

Daily use of computer is required to input aforementioned documents. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The time within which the Work must be completed by the Contractor is fixed at **60 working days**, starting from and after the date in the **Notice to Proceed** with the Work, exclusive of maintenance periods.

6-7.2 Working Day

[Add the following:].

The Contractor's activities shall be confined to the hours between 9:00 A.M. to 3:00 P.M., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

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

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

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

Contract shall conform with section 7-10.1 herein regarding Traffic Control for project construction.

6-9 LIQUIDATED DAMAGES

[Replace the third sentence with the following:].

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

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

[Add the following:].

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

7-2 LABOR

7-2.1 General

[Add the following:].

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

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

7-2.2 Laws

[Add the following:].

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

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

7-3 LIABILITY

[Delete the entire subsection:].

7-3.1 General

[Add the following:].

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

Except as provided in 6-10, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY. Contractor will conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in 6-10.

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

7-5 PERMITS

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

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

7-8 WORK SITE MAINTENANCE

7-8.1 General

[The second paragraph is amended to read:].

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

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

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

7-8.2 Air Pollution Control

[Add the following:].

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self loading dustless regenerative air motor sweeper with spray nozzles (Sweeper Models from: Swartz, Tymco, or approved equal) at least twice each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. The sweeper model used by the Contractor shall be submitted with the BMP plan for review and approval by the Engineer. If the Contractor fails to perform the required sweeping, the AGENCY will complete the work and

deduct the costs from the Contractor's progress payment for all costs associated with the air pollution control efforts.

7-8.4.2 Storage of Equipment and Material in Public Streets

[Add the following:].

Construction materials shall not be stored in streets more than 5 days prior to usage on the project. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor – at Contractor's expense, unless authorized additional storage time. All material used for the construction of the improvements, shall be placed so as to provide clear public access within the work zone with one lane open at all times, unless otherwise approved by the Engineer.

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

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

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

Payment for "Final Cleaning-up" is considered included in the various contract bid items of work and no additional compensation will be allowed therefore.

7-8.5 Temporary Light, Power & Water

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

Water shall be obtained through the AGENCY's Finance Department. In order to obtain construction water from an AGENCY fire hydrant, the Contractor will be required to obtain an AGENCY supplied hydrant meter. A \$2,650 refundable deposit is required on the meter.

An "Eddy" valve must be attached to the temporary meter for the purpose of operating the hydrant.

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

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

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

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

7-8.6.1 General

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

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

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

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

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

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

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

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

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

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

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

7-8.6.2 Best Management Practice (BMP)

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

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

- c) The Contractor is required to adhere to the provisions of the Federal Clean Water Act as regulated by the U.S. Environmental Protection Agency in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124, the Porter-Cologne Act (California Water Code), the Waste Discharge Requirements for Municipal Storm Water Discharges within the County of Orange and the National Pollution Discharge Elimination System (NPDES). Copies of the suitable Best Management Practices (BMPs) from the California Stormwater Quality Association (CASQA), Stormwater Best Management Practice Handbook for Construction Activities are available for review at the offices of the AGENCY's City Engineer or can be found at www.cabmphandbooks.com. The following BMPs are included by reference.
- 1) Saw Cutting: Shovel or vacuum saw-cut slurry and remove from site. Downstream catch basins, storm drains, and sewer manholes are to be barricaded or covered to contain slurry during saw-cutting operations. Refer to BMP NS-3, Paving and Grinding Operations, and SE-10, Storm Drain Inlet Protection from the BMP Handbook.
 - 2) Concrete Truck Washout: Washout of concrete trucks will not be allowed in the gutters, paved street, or catch basin. Washout on the surface will be allowed only if the runoff from such a discharge can be contained and not be allowed to enter any catch basin, storm drain, or sewer manhole. Refer to BMP WM-8, Concrete Waste Management in the BMP Handbook.
 - 3) Street Sweeping: Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. Refer to BMP SE-7, Street Sweeping and Vacuuming in the BMP Handbook.
 - 4) Spill Prevention: Care shall be taken to prevent any spills or leakage from entering the storm drain system. Refer to BMP WM-4, Spill Prevention in the BMP Handbook.
 - 5) Solid Waste/Stockpile Management: Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and shall keep stockpiles of materials protected from storm water runoff. Refer to BMP WM-3, Stockpile Management and WM-5, Solid Waste Management in the BMP Handbook
 - 6) Sanitary and Septic Wastes: The contractor will provide portable toilets, located away from the drainage patterns and will provide for maintenance as required by a licensed Waste management company. Refer to BMP WM-9, Sanitary and Septic Wastes in the BMP Handbook.

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

7-8.6.4 Dewatering

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

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

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

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

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

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_d_eminimus_permit_wdr.pdf

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

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

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

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

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

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

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access

[Add the following:]

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

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

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

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

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

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

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

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

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

Any relocation of travel lanes longer than three calendar days shall be delineated by removing the existing striping and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sandblasting.

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

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

Transportation Standard Plans.

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

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

Plans indicating the travel (haul) route for the Contractor's equipment movement in and out of the site must be submitted to the Engineer for approval at least seven (7) working days prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the AGENCY. The Contractor shall submit one travel plan for each phase to the Engineer for approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

The Contractor shall limit excavation for curb and/or gutter, driveways, sidewalk, cross gutter and spandrels that will leave an open excavation for only one weekend in a continuous two-week period. Open excavation is only allowed to open for only one weekend with proper traffic control as specified elsewhere and as directed by the Engineer.

The Contractor is not allowed to drive his/her fully loaded trucks on the new material.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according to the AGENCY'S requirements.

Full compensation for Construction Traffic Control Plans is considered included in the Traffic Control bid item of work and no additional compensation will be allowed therefore.

Warning Signs

Adequate warning signs for motorists shall be placed and maintained throughout all applicable phases of the work including speed limit reduction, loose gravel, fresh oil, and open trench. Signs shall be 36-inch x 36-inch size; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

The Contractor shall not park any equipment or store any materials on the street during nonworking hours.

The Contractor shall reopen all streets at the end of each working day.

The Contractor shall maintain access for emergency vehicles, local residents, businesses, and commercial vehicles at all times on all streets.

Pedestrian traffic shall be detoured to the opposite side of the street, away from the construction area, whenever possible.

The Contractor shall be required to coordinate his operations with the delivery of mail, the school bus and trash pick-up schedules in the project area, and the Contractor shall make provisions for passage of trash collection trucks to alleys and to trash receptacles in streets where work is being performed.

The Contractor shall install skid resistant steel plates over any open trenches which are not back-filled by the end of each day. Steel plates need to be recessed while covering open trenches in the street.

The order of work, except where otherwise specifically required by the Plans and Specifications, such as the phasing requirements, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and direct contract work to minimize delays during construction.

The Contractor shall maintain pedestrian and vehicle access to driveways for ingress and egress by the end of each workday. If necessary, the Contractor shall install skid resistant steel plates over disturbed pavement in front of driveways in order to provide for smooth access to and from the driveways.

Advisory Signs

The contractor shall post 1 advisory sign on Lambert Avenue and 2 advisory signs on Berry Street at the beginning and end of the project limits.

MAJOR ROAD CONSTRUCTION ON
BERRY STREET
FROM <MONTH-YR> TO <MONTH-YR>
EXPECT DELAYS
PLEASE USE ALTERNATE ROUTE

These advisory signs have orange reflective background, black border, a minimum of 5" black letters and two Type B yellow flashing warning lights mounted on the top of the sign. If sign is installed where sidewalk is present, there shall be enough clearance for pedestrian access underneath the sign. The size of advisory signs on the cross streets may be reduced (Minimum 3" letters) if necessary to facilitate installation of sign on existing street light poles.

These signs shall be placed at a minimum of one week prior to commencement of the construction starting. Failure to coordinate with City may result in delay of start of construction and no compensation will be given. The Engineer shall approve the verbiage of signs prior to fabrication and Engineer or their designee shall determine location in field with contractor prior to placement.

Project Sign

The Contractor shall fabricate and install 2 Project Signs a minimum of one week prior to construction pursuant to the City Standard Sign Template with Appendix A.

Full compensation for warning, advisory signs, and Project Sign is considered included in the Traffic Control bid item of work and no additional compensation will be allowed, therefore.

7-10.3 Street Closures, Detours, Barricades

[Add the following:].

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

7-10.5 Protection of the Public

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

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

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

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

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

[Add the following:].

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

SECTION 9 MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

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

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

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

9-3.2 Partial & Final Payment

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

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

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

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

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

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

Add the following Section:

9-4 DESCRIPTION OF BID ITEMS

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items related to the work.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in SSPWC, Section 9-1, and "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with SSPWC, Section 9-2, "Lump Sum Work,"

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited to the following description of bid items:

Bid Item No. 1 – Mobilization and Demobilization (5% Max)

Mobilization and demobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Payment for Mobilization and Demobilization (5% Maximum) shall be included in the contract Lump Sum(LS) Price bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Brea; and complying with the requirements specified in those licenses and permits; coordination, field office facility, and incidentals necessary to perform all related items of work. The maximum lump sum price for this bid item shall not exceed 5 percent of the total contract price at the time of award. Progress payments for mobilization and demobilization bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization and administration during the entire Contract period.

Bid Item No. 2 – Traffic Control and Construction Phasing

Payment for the requirements of Traffic Control and Construction Phasing shall be at the contract LUMP SUM (LS) price bid and consists of, but is not limited to, furnishing and providing all labor, materials and equipment required for providing traffic control including placing, maintaining and removing traffic cones, delineators, telescoping tree flags, advance warning signs, travel (haul) route plans, all associated signing and striping, project notifications, non-skid steel plates, temporary asphalt, flagmen, barricades, temporary striping and other safety devices, as required, for public safety or as directed by the City Engineer for the duration of the project to facilitate construction. Full compensation for complying with these requirements shall be paid at the unit cost indicated in the bid schedule and no additional compensation will be allowed.

Bid Item No. 3 – BMP Implementation and Monitoring

Payment for the requirements of BMP Implementation and Monitoring shall be at the contract LUMP SUM (LS) price bid and shall include all labor, tools, equipment, materials, fees, and incidentals required for the preparation, processing, and implementation of Best Management Practices, per City and NPDES requirements for the project and duration of project construction. No additional compensation will be allowed therefore.

Bid Item No. 4 – Remove and Replace Unsuitable Subgrade*

Payment for the requirements of Remove and Replace Unsuitable Subgrade, shall be made at the contract unit price bid per CUBIC YARD(CY), and shall include all labor, tools, equipment, materials, and incidentals necessary to complete the work as directed and authorized by the Engineer. If the existing materials of areas beneath the regular excavation depth are wet, unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. Crushed Aggregate Base (CAB) shall be used to replace materials over-excavated. No additional compensation will be allowed.

Bid Item No. 5 – Remove and Reconstruct PCC Sidewalk Per City of Brea Std. Plan 103-0

Payment for the requirements of Remove and Reconstruct PCC Sidewalk per City of Brea Std. Plan 103-0 shall be at the unit price bid per square foot (SF) of new sidewalk constructed in place, including removing and replacing damaged PCC around water meters, and shall be considered full compensation for furnishing all labor, materials, equipment and other related work as required including sawcut, removal and disposal of existing improvements, unclassified excavation, sand bedding, subgrade preparation, relocation and/or reconstruction of existing drains, irrigation lines and sprinkler heads, sod and top soil, re-grading, adjusting all existing impacted pull boxes and other appurtenances to grade, and furnishing, placing and finishing PCC. No additional compensation shall be allowed.

Bid Item No. 6 – Remove & Reconstruct New Driveway Approach Per City of Brea Std. Plan 105-0

Payment for the requirements of Remove & Reconstruct New Driveway Approach Per City of Brea Std. Plan 105-0 shall be per the unit price bid per each (EA) and shall include sawcut, removal and disposal of existing P.C.C. and miscellaneous improvements, excavation and subgrade preparation forms, Portland Cement Concrete, backfilling, restoring form areas, adjusting all existing impacted pull boxes and other appurtenances to grade, and all labor, materials, equipment and incidentals as required to complete the work. No other compensation will be allowed.

Bid Item No. 7 – Remove & Reconstruct PCC Curb Ramp Per City Std. Plan 107-0

Payment for Remove and Reconstruct PCC Curb Ramp Per City Std. Plan 107-0 shall be made at the Contract unit price bid per each (EA), as shown in the Bid Schedule, and shall include all labor, tools, equipment, materials and incidentals required for saw cut, removal and disposal of existing miscellaneous improvements, excavation, sand bedding material, subgrade preparation, compaction, forms, P.C.C., ramp and sidewalk and curb and gutter from BCR to ECR, detectable warning surface (Black), retaining curbs, finishing, restoring form areas, replacing damaged sprinklers and landscaping (Sod to be utilized), replacing curb drains, adjustment of pull boxes, and all other work as required to complete the work per City Std. 107-0. Limits of the curb ramp construction shall include all work required from BCR to ECR as shown on the plans.

Bid Item No. 8 – Remove & Construct New PCC Curb and Gutter

Work under this item consists of, but is not limited to, furnishing and providing all labor, materials and equipment required for constructing a Portland cement concrete curb and gutter per City of Brea Std. 106-0 and as depicted on the plans, including subgrade preparation and compaction, placing of crushed miscellaneous base material (cmb), Asphalt concrete slot paving, one #4 rebar dowel on each side, replacing damaged sprinklers and landscaping (sod to be utilized), and forming, placing, finishing and curing the PCC curb and gutter. Full compensation for complying with these requirements shall be paid at the unit cost indicated in the bid schedule and no additional compensation will be allowed.

Bid Item No. 9 – Remove & Construct New PCC Curb

Work under this item consists of, but is not limited to, furnishing and providing all labor, materials and equipment required for constructing a variable height Portland cement concrete curb per City of Brea Std. 106-0 and as depicted on the plans, including subgrade preparation and compaction, placing of crushed miscellaneous base material (cmb), Asphalt concrete slot paving, one #4 rebar dowel on each side, replacing damaged sprinklers and landscaping (sod to be utilized), and forming, placing, finishing and curing the PCC curb and gutter. Full compensation for complying with these requirements shall be paid at the unit cost indicated in the bid schedule and no additional compensation will be allowed.

Bid Item No. 10 – Remove & Construct New Concrete Block Slough Wall

Work under this item consists of, but is not limited to, furnishing and providing all labor, materials and equipment required for constructing a concrete curb slough wall per detail on sheet 5 of the plans, and per construction note 8 on the plans, including subgrade preparation and compaction, placing of subbase material, replacing damaged sprinklers and landscaping (sod to be utilized), and placing, finishing and curing the slough wall. Full compensation for complying with these requirements shall be paid at the unit cost indicated in the bid schedule and no additional compensation will be allowed.

Bid Item No. 11 – Remove and Reconstruct 6” PCC Driveway Pad

Payment for the requirements of Remove and Reconstruct 6” PCC Driveway Pad shall be at the unit price bid per square foot (SF) of new PCC constructed in place, including removing and replacing damaged PCC around water meters, and shall be considered full compensation for furnishing all labor, materials, equipment and other related work as required including sawcut, removal and disposal of existing improvements, unclassified excavation, sand bedding, subgrade preparation, relocation and/or reconstruction of existing drains, irrigation lines and sprinkler heads, sod and top soil, re-grading, miscellaneous utility box adjustments, and furnishing, placing and finishing PCC. No additional compensation shall be allowed.

Bid Item No. 12 – Remove and Reconstruct 4” AC Driveway Pad

Work under this item consists of, but is not limited to, furnishing and providing all labor, materials and equipment required for removal and reconstructing 4” AC driveway pads for sections in the areas designated on the project plans. This work will include, but not limited to, the placement of tack coat on the exposed subgrade and placement, rolling of the asphalt concrete sections, disposal of existing AC, Base, preparation of subgrade to a minimum depth of 4", Recompacting the base/subgrade to 95% compaction and laying of 4" Thick Type II B2 PG 64-10 AC Surface Course. This item also includes trimming of tree foliage, as necessary, to facilitate paving operations. Full compensation for complying with these requirements shall be paid at the unit cost indicated in the bid schedule and no additional compensation will be allowed.

Bid Item No. 13– Tree Removal

Payment for Tree Removal shall be made at the Contract unit price bid per Each (EA), as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required for saw cut, removal and disposal of existing miscellaneous improvements, excavation and all other work necessary to complete the work. No additional compensation will be allowed.

Bid Item No. 14 – Remove and Reconstruct 8" Thick Spandrel

Payment for the requirements of Remove and Reconstruct 8” Thick Spandrel shall be at the unit price bid per square foot (SF). This shall include, but not limited to, sawcut, removal and disposal of existing miscellaneous improvements, unclassified excavation, subgrade preparation, compaction, 6” crushed aggregate base (CAB), 8” Portland Cement Concrete, forms, finishing, and all labor, tools, equipment, materials and incidentals required to complete the work per SPPWC Std. Plan No. 122-2. No additional compensation shall be allowed.

Bid Item No. 15 – Relocate Private Sign

Payment for Relocate Private Sign shall be made at the Contract unit price bid per Each (EA), as shown in the Bid Schedule, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required necessary to complete the work. No additional compensation will be allowed.

Bid Item No. 16 – Landscape and Irrigation

Payment for Landscape and Irrigation shall be made at the Contract unit price bid per lump sum (LS). This bid item shall include, but is not limited to, furnishing and providing all labor, materials, and equipment required for the installation and maintenance period of sod, plant material and a complete and fully automatic irrigation system as shown and described on the plans, details and specifications. This item also includes coordination with all property owners, trenching, backfill, grading, materials, removals, adjustments, installation of all equipment, including piping, sleeving and wiring. Full compensation for complying with these requirements shall be at the unit price as indicated in the bid schedule and no further compensation will be allowed.

PART 2 CONSTRUCTION MATERIALS

SECTION 200 ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.5 SAND

200-1.5.1 General

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

Sand bedding for PCC improvements shall conform to the requirements in this section, and shall consist of washed granular material with a sand equivalent greater than or equal to 30.

200-2 UNTREATED BASE MATERIALS

200-2.1 General

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

Untreated base to be used for the base course under asphalt concrete pavement and P.C.C. shall be Crushed Miscellaneous Base (CMB) or Crushed Aggregate Base (CAB) as depicted on the plans or in the bid item descriptions.

200-2.2 Crushed Aggregate Base

Crushed Aggregate Base material for replacement of over-excavated unsuitable materials, and construction shall conform to Subsections 200-2.2 and 301-2 of the Standard Specifications, as directed by the Engineer.

200-2.4.2 Grading

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

The sieve size shall be 3/4" (fine).

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.2 Concrete Specific by Class and Alternate Class

[Revise portion of Table 201-1.12 with the following:].

Concrete class and alternate class for Street Surface Improvements shall be 560-C-3250.

201-1.2.4 Admixtures

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

Admixtures will not be permitted.

201-1.2.5 Fly Ash

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

Fly Ash will not be permitted.

201-1.4 Mixing

201-1.4.1 General

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

Mixed concrete delivered to the site shall be by Transit Mixer as called for in Section 201-1.4.3 “Transit Mixer” of the Standard Specifications.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General

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

Asphalt Concrete Base Course shall be Type II B2-PG-64-10.

Asphalt Concrete Surface Course shall be Type III C3-PG-64-10.

SECTION 210 PAINT AND PROTECTIVE COATINGS

210-1 PAINT

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking. [add the following section:].

Paint for traffic lane lines, turn pocket lines, edge lines, channelizing lines, bike lane lines, chevrons, pavement legends, pavement symbols, pavement arrows, cross walks, parking stall markings, stop bars and curbs shall be rapid dry water borne conforming to CALTRANS Specification No. PTWB-01. Glass beads shall be applied to the surface of the rapid dry water borne paint and shall conform to the requirements of CALTRANS Specification No. 8010-004 (Type II). CALTRANS Specifications for water borne paint and glass beads may be obtained from the CALTRANS Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819, telephone number (916) 227-7000. No thermoplastic paint will be allowed.

SECTION 212

LANDSCAPE & IRRIGATION MATERIALS

212-2 IRRIGATION SYSTEM MATERIALS

212-2.1 Pipe and Fittings.

212-2.1.1 General

[Add the following before the first paragraph:].

Use only new materials of brands and types noted on drawings specified herein or approved equals.

212-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings.

[Omit the second paragraph and add the following:].

P.V.C. Pressure Main Line Pipe size and type as designated on the Plans with solvent welded joints. P.V.C. schedule 40 solvent welded piping shall be used for all non-pressure lateral line piping. PVC non-pressure lateral line piping size and type as designated on the Plans.

The following paragraphs shall be added at the end of the subsection:

All P.V.C. pipe must bear the following markings:

1. Manufacturer's name
2. Nominal pipe size
3. Schedule or class
4. Pressure rating in P.S.I.
5. NSF (National Sanitation Foundation) approval
6. Date extrusion
7. U.P.C. shield logo (IAPMO approval)

All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule and NSF seal of approval.

Solvent cement and primer for P.V.C. solvent-weld pipe and fittings shall be of type recommended by the manufacturer, and shall follow installation methods prescribed by the pipe manufacturer.

212-2.1.6 Brass Pipe.

Brass pipe shall be 85 percent red brass, ANSI sch 40 screwed brass fittings, shall be medium brass, screwed 125 pound class.

212-2.2 Valves and Valve Boxes

212-2.2.4 Remote Control Valves.

[Add the following after paragraph number one:].

Remote control valve manufacturer, type and size as designated on the Plans and Legend.

212-2.2.6 Quick-Coupling Valves and Assemblies.

Replace the words “19mm (3/4”)” in the first sentence of the first paragraph with “25mm (1”)”.

212-2.2.7 Valve Boxes.

[Replace all text in this subsection with the following:].

Valve boxes and covers manufacture, type and size as designated on the Plans.

[Add the following subsection:].

212-2.2.8 Ball Valves.

Ball valve manufacturer, type and size as designated on the Plans.

212-2.3 Backflow Preventer Assembly.

[Add the following after paragraph number one:].

Backflow preventer assembly, manufacturer, type and size as designated on the Plans.

212-2.3.1 Wye stainless manufacturer, type and size as designated on the Plans.

212-2.4 Sprinkler Equipment.

[Replace all text of this subsection with the following:].

Irrigation heads and drip emitters shall be of the manufacturer, size, type, with radius of throw, operating pressure, and discharge rate designated on the Plans.

Irrigation heads and drip emitters shall be used as designated on the Plans.

212-3 ELECTRICAL MATERIALS

212-3.2 Conduit and Conductors.

212-3.2.1 Conduit.

[Replace all text in this subsection with the following:].

Conduit and sweeps, type and size as designated on the Plans. All ends of conduit in valve and pull boxes shall be sealed using a waterproof material that can be easily removed from the conduit openings for the purpose of pulling wire through the conduit.

212-3.2.2 Conductors.

[Add the following paragraphs at the end of the subsection:].

The electrical system shall be installed in accordance with the National Electrical Code. Connections between the automatic controllers and the electrical control valves shall be made with direct burial copper wire AWG-U.F. 600 volt. Pilot wires shall be a different color wire for each automatic controller. Common wires shall be white with a different color stripe for each automatic controller. Install in accordance with valve manufacturer's specifications and wire chart. In no case shall wire size be less than No. 14.

Wiring shall occupy the same trench and shall be installed along the same route as mainline supply wherever possible. Install wires inside schedule 40 Conduit anywhere it is not possible to place in pipe trench, or where wires must go under pavement. Conduit size shall be large enough to contain all necessary wires.

212-3.2.3 Flow sensor cable, manufacturer, type and size as designated on the Plans.

212-3.3 Controller Unit.

Add the words “and include a UL Listed combination metered socket” at the end of the second sentence of the section.

Add the words “14 gauge stainless steel” between the words “weatherproof” and “enclosure” in third sentence of the section.

Add the words “NEMA Type 3R Rated” the end of the third sentence of this section:

[Add the following sentence to this section:]

Additional control system equipment such as flow meters, rain sensors and wireless signal assemblies shall be of the types and sizes designated on the Plans.

SECTION 215 DETECTABLE WARNING SURFACES

215-1 DETECTABLE WARNING-TRUNCATED DOME MATS FOR CURB ACCESS RAMPS

[add the following:].

The detectible warning surface required for new curb ramps shall be Vitrified Polymer Composite (VPC) Cast-In-Place Tactile Armor-Tile manufactured by Engineered Plastics Inc. (800-682-2525), or approved equal. The tile shall be Black Color homogeneous throughout the tile. Detectable warning surface required for existing curb ramp to remain shall be Vitrified Polymer Composite (VPC) Armor-Tile Surface Applied Advance Warning Strip Surface Tile manufactured by Engineered Plastics Inc., or approved equal. The tile shall be Black Color homogeneous throughout the tile.

PART 3 CONSTRUCTION METHODS

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials

300-1.3.1 General

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

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-1.4 Payment

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

Full compensation for clearing and grubbing shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General

[Add the following:].

Unclassified excavation shall include saw cutting, excavating, removing, hauling and disposal of all material including asphalt concrete pavement, P.C.C. pavement, petromat, slurry backfill, aggregate base materials, interfering structures and objects to the sub-grade elevations indicated on the plans as required to construct the new improvements.

All roots and stumps shall be removed and/or ground to eight (8) inches below subgrade within the roadway section. The locations and dimensions of excavation areas are as shown on the plans and/or directed in the field by the Engineer.

All existing asphalt concrete pavement joining new construction shall be saw cut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing improvements to be protected in place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at Contractor's expense.

Unclassified excavation shall include the removal of unclassified fill material encountered within the proposed roadway section. Unclassified fill may consist of broken concrete, broken asphalt pavement, brick, rubble, and debris.

All unclassified fill material found within the new roadway section shall be removed and paid in accordance with the bid item for unclassified excavation. If the unclassified fill material is encountered within the subgrade preparation area, the removal of said unclassified excavation shall be paid for at the unit price for over-excavation.

All removed material becomes the property of the Contractor and shall be hauled away and properly disposed.

The Contractor's attention is directed to the fact the thickness of the existing asphalt concrete pavement is approximate and may vary from this thickness. In addition, substantially thicker sections of pavement may be occasionally encountered, especially where utility trench and pothole patches are encountered.

If a significant deviation in pavement thickness is encountered by the contractor during the removal process, that may significantly impact the Contractor's cost of removal, the Contractor shall immediately notify the Engineer. The Engineer will review the field condition(s) encountered and determine the appropriate remediation. The Engineer shall have sole authority to decide the method and amount of additional compensation due the Contractor, if any.

Unless directed by the Engineer, backfilling and compacting is considered included in each respective bid item and no additional compensation will be allowed therefore.

The areas and quantities shown on the Plans are given only for the Contractor's aid in planning the work and preparing bids. It is the Contractor's responsibility to determine actual area and quantities based on the Plans and field conditions. If there is a significant deviation in area and quantities, the Contractor shall immediately notify the Engineer.

300-2.2 Unsuitable Material

300-2.2.2 Wet Material

[Remove the first sentence and replace it with the following:].

If, in the opinion of the Engineer, the existing materials of areas more than 6" below the existing grade are wet, unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer, and either process the material to reduce the moisture content to an optimum condition or to remove and dispose of the material and replace it with suitable material. All Work will be done in accordance with Section 301-1 "Subgrade Preparation" and Section 301-2 "Untreated Base" of the Standard Specifications.

Crushed Miscellaneous Base (CMB) compacted to 95% Relative Compaction and conforming to Section 200 "Rock Materials" of the Standard Specifications shall be used to replace materials over-excavated.

300-2.9 Payment

[Add the following:].

Payment for unclassified excavation required for the construction of miscellaneous P.C.C. improvements including but not limited to, curb and gutter, sidewalk, curb ramps, cross gutters, driveways, and water valves, shall be included in the unit price bid for the various items of work involved, and shall include all labor, tools, equipment and materials required for saw cut, removal and disposal of all required excavation, removal of unsuitable material, vegetation, landscape and irrigation improvements, removal of existing base material, grading, compaction, or other excavation necessary to establish the finished subgrade elevations.

SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.1 General

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

Prior to the placement of new asphalt pavement, the subgrade shall be prepared in accordance with the plans and applicable sections of the Standard Specifications and these Special Provisions.

Placement of Aggregate Base

In locations where the existing street pavement section contains aggregate base, placement of aggregate base at a minimum depth of 3" (modify City Std. 102-0) will be required in the water main and lateral trenches prior to asphalt surfacing to the thickness and elevations as indicated on the Plans. The base shall not be placed until the trench backfill has been thoroughly compacted to the required relative compaction.

After the bottom of the trench subgrade has been properly prepared per Section 301-1, the aggregate base shall be placed and compacted per Section 301-2 of the standard specifications to the limits and dimensions required.

If the Contractor elects to perform the excavation and placement of the aggregate base after the surrounding pavement has been removed, it shall be performed in a manner that does not adversely affect the adjoining aggregate base to remain.

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade

[Add the following:].

Adjustment of Water Valve Frame and Cover

Water valve frame and covers shall be adjusted to grade per City of Brea Std. Plan No. 309-0.

The Contractor shall prepare and adjust existing water valve frames & covers to grade during each phase of construction and paving. The Contractor shall not cover or otherwise leave the frame, enclosed meters, and valves inaccessible at any time. The Contractor shall maintain all valves immediately accessible for shut-off at all times.

The Contractor shall notify the CITY one week before starting any construction adjacent to or adjustment of valve boxes and meter boxes. The Contractor shall cooperate and coordinate with the AGENCY whenever it is necessary for the CITY to perform work at its installations. The Contractor shall not activate or disturb any valves.

On existing water valves not installed as part of this project which are to remain and adjusted to grade, the adjustment costs shall also include the installation of a new riser can & lid.

Contractor shall remove all debris from within the gate valve from the operating nut to the cover prior to acceptance of said water system.

301-2 UNTREATED BASE

301-2.1 General

[Revise the first sentence to read as follows:].

Untreated base for pavement, curb, curb and gutter, cross gutters and similar types of improvements shall be constructed of material as specified in Section 200-2 of the Standard Specifications and as called for on the plans, Standard Specifications and in these Special Provisions.

SECTION 302 ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT [replace entire section with the following;].

302-1.1 General

The work to be done here under consists of cold milling and removal of the designated thickness of existing pavement surface, including asphalt concrete, 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 planning 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 3" below the lip of gutter 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.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General

[Add the following:].

Tarpaulins shall be used to cover all loads from plant to project.

Each layer of asphalt concrete shall not exceed 4 inches in compacted thickness. Each layer shall be completely placed and compacted prior to commencement of successive layers. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed.

Three-wheeled rollers shall not be permitted, and pneumatic rollers shall be used only on lower layers.

Initial breakdown compaction shall consist of a minimum of three coverages of layer of asphalt mixture. A pass shall be movement of a roller in both directions over the same path. A coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to insure compaction without displacement of material in accordance with good rolling practices, shall be considered to be part of the coverage being made and not part of a subsequent coverage. Each coverage shall be completed before subsequent coverage is started.

Prior to placement of asphalt concrete, a tack coat of SS 1H emulsified asphalt shall be applied to all contact surfaces. Tack coat shall be Grade SS-1H per subsection 302-5.4 of the Standard Specifications. Tack coat shall be applied at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints of A.C. patching and P.C.C. surfaces, and edges against which AC is to be placed.

An asphalt leveling course shall be applied in depressed areas, as directed by the Engineer. An automatic leveling device shall be used on the paver unless omitted by the Engineer.

Longitudinal joints between successive paving runs shall coincide with the traffic lanes lines. Contractor will be provided with striping plans for those roads where the striping will change prior to the start of work. Local streets will not be striped except for special cases for which striping plans will be provided. All other roads will be striped to match the existing pattern.

302-5.5 Distribution and Spreading

[Add the following:].

Prior to placing asphalt pavement overlay, all vegetation shall be removed from the cracks in the pavement and all joints between the pavement and concrete gutters by the Contractor. The surface to be overlaid shall be cleaned by the Contractor to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the overlay and the pavement.

302-5.8 Manholes (and other Structures)

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

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be ¼ inches below the finish grade of the asphalt pavement.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies' specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the Engineer, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the AGENCY for utility cuts in pavement.

For water valves and sewer cleanouts, Contractor shall furnish new cans and lids as directed by the Engineer, and the old lids shall be delivered to City yard by the Contractor.

The Contractor shall adjust existing water meters to grade as shown on the plans, in conformance with City Standard Drawing No. 304-0 and 305-0.

The Contractor shall adjust existing pull boxes to grade as shown on the plans, in conformance with Caltrans Standards and Specifications (latest edition).

The Contractor shall adjust the concrete meter box for existing water blow-off assembly, to grade as shown on the plans, in conformance with City Standard Drawing No. 307-0.

302-5.9 Measurement and Payment

[Amend the first paragraph to read:].

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes, or permanent full depth asphalt concrete work at existing driveway locations as required by the Engineer to maintain access, shall be considered included in the lump sum price bid for Traffic Control & Construction Phasing, and no additional compensation will be allowed.

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.

SECTION 303

CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements

303-5.1.1 General

[Add the following:].

New improvements shall be constructed to grades indicated on the plans and in such a manner as to match existing improvements and field conditions with proper grade to form a safe and smooth riding surface.

The Contractor shall be responsible to oversee the curing of all concrete improvements to prevent graffiti damage or other unauthorized markings in new concrete surfaces. Any concrete surface deemed unacceptable to the Engineer, shall be replaced by the Contractor at no cost to the City.

Damage to any existing improvements shall be remedied by saw cutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer. Removals, relocations, and/or adjustments not covered by a separate bid item but necessary for the proposed concrete construction shall be included in the unit price bid for the various items of work involved.

The Contractor shall maintain safe access to all residents/business establishments at all times throughout the duration of the contract. The only permitted interruption to access will be during the placement of concrete.

No establishment shall be denied access more than one day at a time. Contractor shall install steel plates after finishing the concrete, to provide access during the cure period. The contractor shall pour new P.C.C. improvements in such a fashion as to not interrupt access to residents near the job site.

Should a driveway be excavated at the end of a workday, the Contractor shall provide a temporary access ramp to residences. The temporary access ramp shall be removed by the Contractor on the following day so that driveway construction can be completed. Access to building over newly placed ramp shall be provided the day following the placement of ramp. New ramp shall be protected by the contractor with the use of materials such as roofing paper, plywood, or other means approved by the Engineer. The cost for the placement of the temporary ramp/plate and its removal shall be included in the unit cost bid for the various items of work involved, and no additional compensation will be allowed therefore.

If the Contractor is unable to pour the ADA Access Ramp or Sidewalk back within 2 calendar days after removal, the Contractor shall provide a minimum of 4 foot wide, 3" thick asphalt concrete sidewalk/curb ramps at a maximum cross fall of 2% to provide for safe passage of pedestrians and ADA access through construction areas, except when approved by the Engineer. Payment for this work, including maintenance for the temporary asphalt shall be included in various applicable items of work, and no additional compensation will be allowed therefore.

Concrete sidewalk and curb ramps shall be placed on 4" sand bedding and #4 rebar dowels into existing P.C.C. Sand bedding shall consist of washed granular material with a sand equivalent greater than or equal to 30, conforming to Section 200-1.5.3 of the standard specifications. Payment for sand bedding shall be included in the contract unit price bid for the various items of work involved. No additional compensation will be allowed therefore.

303-5.4 Joints

303-5.4.2 Expansion Joints

[Add the following:].

Expansion joints shall be constructed only where specifically designated per details on the plans, and as directed by the Engineer.

303-5.5 Finishing

303-5.5.4 Gutter

[Add the following:].

When gutter and/or cross gutter is constructed at a rate of grade less than 0.30% it shall be water tested. If any portion of the newly constructed gutter is shown to pond water, that portion, including curb if applicable, shall be removed, reconstructed, and retested by the Contractor at no additional cost to the AGENCY.

303-5.5.5 Alley Intersection, Access Ramps, and Driveways

[Add the following:].

All limits of removal for the replacement of existing concrete work item shall be per plan unless otherwise directed by the Engineer in the field. It will be the sole responsibility of the Contractor to remove and reconstruct any curb and gutter damaged by the Contractor during the construction. No additional compensation will be allowed.

SECTION 310 PAINTING

[Delete Section in total and substitute with the following:]

TRAFFIC STRIPING AND MARKINGS

Pavement traffic striping and markings including raised lane line and fire hydrant reflective markers shall be provided and installed at the locations and per the Standard Drawings indicated on the plans, as directed by the Engineer and in accordance with the following Special Provisions.

Pavement marking and striping shall conform to the provisions of Section 84, “**Traffic Stripes and Pavement Markings**,” of the Caltrans Specifications and these Special Provisions.

Paint and glass beads shall be furnished and applied by the Contractor.

Two coats of paint shall be applied to painted striping lane and control lines. (Minimum 7 days between coats.) Reflective material consisting of glass beads shall be applied to the surface of each coat of paint prior to setting so that the beads shall have proper adhesion.

Glass beads shall conform to State Specifications 8010-IIE-22 Type II and shall be mechanically applied at a rate of 6 to 8 pounds of beads per gallon of paint. Glass beads shall be applied to pavement striping by a dispensing device developed for this purpose or other methods approved by the Engineer.

Spotting shall be completed prior to the removal of any temporary striping of traffic control devices. Existing temporary stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without proper striping for more than 24 hours or over weekends or holidays.

All legends, including limit lines, **shall be striped within 72 hours** after the street has received the final surface course.

Contractor shall be responsible to place and maintain temporary traffic control(s) during the period that the lane lines are obliterated.

Striping shall be supplemented with raised pavement markers as required by the Standard Drawings, referenced on the plans. In addition, blue raised pavement markings shall be installed adjacent to fire hydrants and fire department connection in conformance with City of Brea Standard Drawing 303.

- One marker for every fire hydrant
- Two markers for every fire department connection

Raised pavement markers shall conform to the provisions in Section 85, “**Pavement Markers**,” of the Caltrans Specifications, State of California Traffic Manual and these Special Provisions.

Hot melt bitumen adhesive shall be used to cement the markers to the pavement.

Where sandblasting is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of the traveled way, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations. Pavement surface shall be "Fog-Sealed" after striping removal.

Grinding shall not be permitted.

Contractor will not be required to use a vacuum attachment under the following conditions

1. When approved by Agency.
2. When the blasting sand will be confined by mechanical means to a small area.
3. When a sweeper (preferably a vacuum type) will immediately follow the blasting operation or when traffic can be safely routed around the sand until it is swept up.

Temporary Striping, Signing, Raised Pavement Markers:

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic.

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the City Traffic Engineer for approval prior to placement.

Temporary centerline or median stripes for traffic control shall be placed at the completion of each days work to provide for night delineation for traffic separation.

At no time shall the street be open to traffic without delineation to separate opposing traffic. Temporary delineation type shall be at the inspector's discretion.

In general, temporary reflectorized markers are the preferred type of temporary delineation.

Pavement Delineations Standards

All pavement delineations shall conform to the standards of applicable portions of the current State of California, Department of Transportation **Manual on Uniform Traffic Control Devices (MUTCD) 2010 and California Supplement**, and **Standard Plans A20A-C and A24A-D**.

The contract lump sum price for **"Traffic Striping and Markings,"** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved in furnishing and installing all pavement striping and markings as shown on the plans, as specified in these specifications and as directed by the Engineer. This work includes all pavement markings, legends and arrows shown on the plans and the raised pavement and hydrant/fire service markers.

SECTION 313

DETECTABLE WARNING SURFACES

[is hereby added to Part 3:].

Detectable Warning Surfaces Construction (Cast-In-Place)

- A. During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 – 7 to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float, therefore under these conditions suitable weights such as 2 concrete blocks or sandbags (25 lb) shall be placed on each tile.
- C. Prior to placement of the Cast-In-Place System, the contract drawings shall be reviewed with the engineer.
- D. The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lbs weights, vibrator and small sledge hammer with 2" X 6" x 20" wood tamping plate are specific to the installation of the Cast-In-Place System.
- E. The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to tile placement. Immediately after finishing the concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast-In-Place Tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface.
- F. While concrete is workable a steel trowel shall be used to trowel the concrete around the tile perimeter to the field level of the tile.
- G. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external force placed on the tile to rock the tile, causing a void between the underside of the tile and concrete.
- H. Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets, 2 suitable weights of 25 lb each shall be placed on each tile as necessary to ensure solid contact of tile underside of concrete.
- I. Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush will clean the residue without damage to the tile surface.

Installation Manual Armor-Tile Surface Applied Advanced Warning Strip Surface Tile (Applied on Existing Curb Ramp)

- A. During all surface preparation and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The application of all tile, adhesives, mechanical fasteners, and caulking shall be in strict accordance with the guidelines set by their respective manufacturers.
- C. Work with the Contractor or Engineer to ensure that the surfaces being prepared and fabricated to receive the tiles are constructed correctly and adequately for tile installation. Review design drawings with the Contractor prior to the construction and refer any and all discrepancies to the Engineer.
- D. Set the tile true and square to the curb ramp area as detailed in the design drawings, so that its location can be marked on the concrete surface. A thin permanent marker works well. Remove tile when done marking its location.
- E. The surface to receive the detectable warning surface tile is to be mechanically cleaned with a diamond cup grinder or shot blaster to remove any dirt or foreign material. This cleaning and roughening of the concrete surface should include at least 4 inches around the perimeter of the area to receive the tile, and also along the cross pattern established by the corresponding areas on the backside of the tile.
- F. Immediately prior to installing the detectable warning surface tile, the concrete surfaces must be inspected to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oil, grease, sealers and determined to be structurally sound and cured for a minimum of 30 days.
- G. Using Acetone, wipe the backside of the tile around the perimeter and along the internal cross pattern, to remove any dirt or dust particles from the area to receive the adhesive.
- H. Apply the adhesive on the backside of the tile, following the perimeter and internal cross pattern established by the tile manufacturer. Sufficient adhesive must be placed on the prescribed areas to have full coverage across the 2" width of the adhesive locator. A 3 x 4 foot tile will typically require an entire tube of adhesive.
- I. Set the tile true and square to the curb ramp area as detailed in the design drawings.
- J. Standing with both feet applying pressure around the molded recess provided in the tile, drill a hole true and straight to a depth of 3½" using the recommended ¼" diameter bit. Drill through the tile without hammer option until the tile has been successfully penetrated, and then with hammer option to drill into the concrete.
- K. Immediately after drilling each hole, and while still applying foot pressure, vacuum, brush or blow away dust and set the mechanical fastener as described below, before moving on to the next hole.
- L. Mechanically fasten tiles to the concrete substrate using a hammer to set the fasteners. Ensure the fastener has been placed to full depth in the dome, straight, and flush to the top of dome. Drive the pin of the fastener with the hammer, taking care to avoid any inadvertent blows to the truncated dome or tile surface. A plastic deadblow or leather hammer is recommended.
- M. Working in a sequence which will prevent buckles in the tile, proceed to drill and install all fasteners in the tile's molded recesses.
- N. Following the installation of the tiles, the perimeter caulking sealant should be applied. Follow the perimeter caulking sealant manufacturer's recommendations when applying. Tape all perimeter edges of the tile and also tape the adjacent concrete back 1/2" from the tile's perimeter edge. Tool the perimeter caulking with a plastic applicator or spatula to create a straight edge in a cove profile between the tile and adjacent concrete. Remove tape immediately after tooling perimeter caulking sealant.
- O. Do not allow foot traffic on installed tiles until the perimeter caulking sealant has cured sufficiently to avoid tracking.

If installing adjacent tiles, note the orientation of each tile. Careful attention will reveal that one of the long edges of the tile is different than the other, in regard to the tiny dotted texture. You may also note a larger perimeter margin before the tiny dotted texture pattern begins. Consistent orientation of each Armor-Tile is required in order that the truncated domes on adjacent tiles line up with each other. In order to maintain proper spacing between truncated domes on adjacent tiles, the tapered edge should be trimmed off using a continuous rim diamond blade in a circular saw or mini-grinder. The use of a straightedge to guide the cut is advisable. All cuts should be made prior to installation of the tiles.

If installing adjacent tiles, care should be taken to leave a 1/8 inch gap between each.

If tiles are custom cut to size, and if pre-molded recesses (to receive fasteners) are removed by the cut, then any truncated dome can be center-drilled with a 1/4 inch through hole, and countersunk with a suitable bit, to receive mechanical fasteners. New holes should be created no closer to the edge of the tile than any of the other perimeter fastener pre-molded recesses. Care should be taken to not countersink too deeply. Fasteners should be flush with the top of the truncated dome when countersunk properly.

Adhesive or caulking on the surface of the Armor-Tile can be removed with Acetone.

SECTION 328400

LANDSCAPE IRRIGATION

PART 1 - GENERAL

1.1 SUMMARY

- A. It is the intent of the specifications and drawings that the finished system is complete in every respect and shall be ready for operation satisfactory to the Owner.
- B. The work shall include all materials, labor, services, transportation, and equipment necessary to perform the work as indicated on the drawings, in these specifications, and as necessary to complete the contract.

1.2 CONSTRUCTION DRAWINGS

- A. All offsets, fittings, sleeves, etc. which may be required are not shown on the drawings. The Contractor shall carefully investigate the structural and finished conditions affecting the work and plan the work accordingly, furnishing such fittings, etc. as may be required to meet such conditions. The work shall be installed in such a manner as to avoid conflicts between irrigation systems, planting, and architectural features.
- B. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications. When an item is shown on the plans but not shown on the specifications or vice versa, it shall be deemed to be as shown on both. The Landscape Architect shall have final authority for clarification.
- C. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the Landscape Architect as soon as detected. In the event this notification is not performed, the Irrigation Contractor shall assume full responsibility for any revision necessary.

1.3 QUALITY ASSURANCE

- A. Provide at least one English speaking person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the manufacturer's recommended methods of installation and who shall direct all work performed under this section.
- B. Manufacturer's directions and detailed drawings shall be followed in all cases where the manufacturer of articles used in this contract furnish directions covering points not shown in the drawings and specifications.
- C. All local, municipal, and state laws, rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications, and their provisions shall be carried out by the Contractor. Anything contained in these specifications shall not be construed to conflict with any of the above rules and regulations of the same. However, when these specifications and drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these specifications and drawings shall take precedence.
- D. All materials supplied for this project shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to Owner.

- E. Secure the required licenses and permits including payments of charges and fees, give required notices to public authorities and verify permits secured or arrangements made by others affecting the work of this section.

1.4 SUBMITTALS

A. Water Pressure Test

1. After award of contract and before any irrigation system materials are ordered from suppliers or delivered to the job site, submit to the Owner a written verification of the existing water pressure on the project at each of the points of connection shown.
2. The water pressure test shall be performed to measure the dynamic water pressure at the point of connection at the maximum flow rate of the proposed irrigation system as shown on the point of connection note. Dynamic water pressure is when water is flowing through the point of connection. Static water pressure readings when water is not flowing, are not acceptable.
3. Written dynamic water pressure test confirmation shall be made on the contractor's letterhead and include the flow rate during the test, the recorded water pressure, the date of the test and the time of the test.

B. Material List:

1. After award of contract and before any irrigation system materials are ordered from suppliers or delivered to the job site, submit to the Owner a complete list of all irrigation system materials, or processes proposed to be furnished and installed as part of this contract.
2. The submittal materials list shall include the following information:
 - a. A title sheet with the job name, the contractor's name, contractor's address and telephone number, submittal date and submittal number.
 - b. An index sheet showing the item number (e.g. 1,2,3, etc.); an item description (e.g. sprinkler head); the manufacturer's name (e.g. Hunter Industries); the item model number (e.g. I-40-ADV/36V); and the page(s) in the submittal set that contain the catalog cuts.
 - c. The catalog cuts shall be one or two pages copied from the most recent manufacturer's catalog that indicate the product submitted. Do not submit parts lists, exploded diagrams, price lists or other extra information.
 - d. The catalog cuts shall clearly indicate the manufacturer's name and the item model number. The item model number, all specified options and specified sizes shall be circled on the catalog cuts.
 - e. Submittals for equipment indicated on the legend without manufacturer names, or "as approved", shall contain the manufacturer, Class or Schedule, ASTM numbers and/or other certifications as indicated in these specifications.
3. Submittal materials list format requirements:
 - a. Submittals shall be provided as one complete package for the project in electronic pdf format. Multiple partial submittals will not be reviewed.
 - b. Submittal package shall have all pages numbered in the lower right hand corner. Page numbers shall correspond with submittal index.

- c. Re-submitted packages must be revised to include only the equipment being re-submitted. Equipment previously reviewed and accepted shall not be re-submitted in the materials list/index sheet or in the catalog cut sheet package.
- C. Substitutions: If the Irrigation Contractor wishes to substitute any equipment or materials for those equipment or materials listed on the irrigation drawings and specifications, he may do so by providing the following information to the Landscape Architect or Owner's authorized representative for approval.
 - 1. Provide a written statement indicating the reason for making the substitution.
 - 2. Provide catalog cut sheets, technical data, and performance information for each substitute item.
 - 3. Provide in writing the difference in installed price if the item is accepted.
- D. The Landscape Architect or Owner's authorized representative will allow no substitutions without prior written acceptance
- E. No substitutions of pump manufacturers, distributors or assemblies will be accepted.
- F. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.
- G. The Landscape Architect or Owner's authorized representative will not review the submittal package unless provided in the format described above.

1.5 EXISTING CONDITIONS

- A. Verify and be familiar with the locations, size and detail of points of connection provided as the source of water, electrical supply, and connection to the irrigation system.
- B. Irrigation design is based on the available static water pressure shown on the drawings. Contractor shall verify static water on the project prior to the start of construction. Should a discrepancy exist, notify the Landscape Architect and Owner's authorized representative prior to beginning construction.
- C. Prior to cutting into the soil, locate all cables, conduits, sewer septic tanks, and other utilities as are commonly encountered underground, and take proper precautions not to damage or disturb such improvements. If a conflict exists between such obstacles and the proposed work, the Contractor shall promptly notify the Landscape Architect and Owner who will arrange for relocations. The Contractor will proceed in the same manner if a rock layer or any other such conditions are encountered.
- D. Protect all existing utilities and features to remain on and adjacent to the project site during construction. Repair, at its own cost, all damage resulting from his operations or negligence.
- E. The Irrigation Contractor shall coordinate with the General Contractor for installation of required sleeving as shown on the plans prior to paving operations.
- F. Verify and be familiar with the existing irrigation systems in areas adjacent to and within the Project area of work.
- G. Protect all existing irrigation systems, in areas adjacent to and within the project area of work, from damage due to his operations.

- H. Notify Owner's Representative if any existing system is temporarily shut off, capped or modified. Provide 48-hour notice, prior to turning off or modifying any existing irrigation system.
- I. Repair or replace all existing irrigation systems, in areas adjacent to and within the project area of work, damaged by the construction of this project. Adjacent irrigation systems shall be made completely operational and provide complete coverage of the existing landscaped areas. All repairs shall be complete to the satisfaction of the Owner's Representative.
- J. Provide bore holes under any existing pavement or paving encountered for the required lateral, mainline and low voltage control wire sleeving. Bore holes under 2 inches in diameter and smaller shall be made with a BulletMole® underground boring tool as manufactured by Dimension Tools, LLC (Contact telephone number (888)-650-5554 or at www.bulletmole.com). Bore holes larger than 2 inches in diameter shall be made with an approved mechanical boring tool. No air jacking or hydraulic boring of any kind shall be allowed.

1.6 INSPECTIONS

- A. The Contractor shall permit the Landscape Architect and Owner's authorized representative to visit and inspect at all times any part of the work and shall provide safe access for such visits.
- B. Where the specifications require work to be tested by the Contractor, it shall not be covered over until accepted by the Landscape Architect, Owner's authorized representative, and/or governing agencies. The Contractor shall be solely responsible for notifying the Landscape Architect, Owner, and governing agencies, a minimum of 48 hours in advance, where and when the work is ready for testing. Should any work be covered without testing or acceptance, it shall be, if so ordered, uncovered at the Contractor's expense.
- C. Inspections will be required for the following at a minimum:
 - 1. Pre-construction meeting.
 - 2. System layout.
 - 3. Pressure test of irrigation mainline (Four hours at 125 PSI or 120% of static water pressure, whichever is greater.) Mainline pressure loss during test shall not exceed 2 PSI.
 - 4. Coverage test of irrigation system. Test shall be performed prior to any planting.
 - 5. Final inspection prior to start of maintenance period.
 - 6. Final acceptance prior to turnover.
- D. Site observations and testing will not commence without the field record drawings as prepared by the Irrigation Contractor. Record drawings must be complete and up to date for each site visit.
- E. Work that fails testing and is not accepted will be retested. Hourly rates and expenses of the Landscape Architect, Owner's authorized representative, and governing agencies for re-inspection or retesting will be paid by the Irrigation Contractor at no additional expense to Owner.

1.7 STORAGE AND HANDLING

- A. Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installation work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the Landscape Architect and Owner and at no additional cost to the Owner.
- B. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings under cover until ready to install. Transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load.

1.8 CLEANUP AND DISPOSAL

- A. Dispose of waste, trash, and debris in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Bury no such waste material and debris on the site. Burning of trash and debris will not be permitted. Remove and dispose of rubbish and debris at frequent intervals or when ordered to do so by the Owner's authorized representative.
- B. At the time of completion the entire site will be cleared of tools, equipment, rubbish and debris which shall be disposed of off-site in a legal disposal area.

1.9 TURNOVER ITEMS

- A. Operation and Maintenance Manuals:
 - 1. Two individually bound copies of operation and maintenance manuals shall be delivered to the Landscape Architect or Owner's authorized representative at least 10 calendar days prior to final inspection. The manuals shall describe the material installed and the proper operation of the system.
 - 2. Each complete, bound manual shall include the following information:
 - 3. Index sheet stating Contractor's address and telephone number, duration of guarantee period, list of equipment including names and addresses of local manufacturer representatives.
 - a. Operating and maintenance instructions for all equipment.
 - b. Spare parts lists and related manufacturer information for all equipment.

1.10 COMPLETION

- A. At the time of the pre-maintenance period inspection, the Landscape Architect, Owner's authorized representative, and governing agencies will inspect the work, and if not accepted, will prepare a list of items to be completed by the Contractor. Punch list to be checked off by contractor and submitted to Landscape Architect or Owner's authorized representative prior to any follow-up meeting. This checked off list to indicate that all punch list items have been completed. At the time of the post-maintenance period or final inspection the work will be re-inspected and final acceptance will be in writing by the Landscape Architect, Owner's authorized representative, and governing agencies.
- B. The Owner's authorized representative shall have final authority on all portions of the work.

- C. After the system has been completed, the Contractor shall instruct Owner's authorized representative in the operation and maintenance of the irrigation system and shall furnish a complete set of operating and maintenance instructions.
- D. Any settling of trenches which may occur during the one-year period following acceptance shall be repaired to the Owner's satisfaction by the Contractor without any additional expense to the Owner. Repairs shall include the complete restoration of all damage to planting, paving or other improvements of any kind as a result of the work.

1.11 GUARANTEE

- A. The entire sprinkler system, including all work done under this contract, shall be unconditionally guaranteed against all defects and fault of material and workmanship, including settling of backfilled areas below grade, for a period of one (1) year following the filing of the Notice of Completion.
- B. Should any problem with the irrigation system be discovered within the guarantee period, it shall be corrected by the Contractor at no additional expense to Owner within ten (10) calendar days of receipt of written notice from Owner. When the nature of the repairs as determined by the Owner constitute an emergency (i.e. broken pressure line) the Owner may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the Owner by the Contractor, all at no additional cost to the Owner.
- C. Guarantee shall be submitted on Contractors own letterhead as follows:

GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We agree to repair or replace any defective material during the period of one year from date of filing of the Notice of Completion and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the Owner. We shall make such repairs or replacements within 10 calendar days following written notification by the Owner. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT NAME:

PROJECT LOCATION:

CONTRACTOR NAME:

ADDRESS:

TELEPHONE:

SIGNED:

DATE:

PART 2 - MATERIALS

2.1 SUMMARY

Use only new materials of the manufacturer, size and type shown on the drawings and specifications. Materials or equipment installed or furnished that do not meet Landscape Architect's, Owner's, or governing agencies standards will be rejected and shall be removed from the site at no expense to the Owner.

2.2 PIPE

- A. Pressure supply line between the water meter and the backflow prevention device shall be type K copper, one size larger than backflow device.
- B. Backflow prevention assemblies, and all other above grade assemblies, shall be constructed of threaded brass pipe and threaded brass fittings the same size as the backflow device, unless otherwise directed.
- C. Pressure supply lines 1 1/2 inches in diameter and smaller downstream of the backflow prevention unit shall be Schedule 40 solvent weld PVC conforming to ASTM D1785.
- D. Pressure supply lines 2 inches in diameter and up to 3 inches in diameter downstream of backflow prevention unit shall be Class 315 solvent weld PVC. Piping shall conform to ASTM D2241.
- E. Non-pressure lines 3/4 inch in diameter and larger downstream of the remote control valve shall be SCH 40 solvent weld PVC conforming to ASTM D1785.

2.3 METAL PIPE AND FITTINGS

- A. Brass pipe shall be 85 percent red brass, ANSI, IPS Standard 125 pounds, Schedule 40 screwed pipe.
- B. Fittings shall be medium brass, screwed 125-pound class.
- C. Copper pipe and fittings shall be Type "K" sweat soldered, or brazed as indicated on the drawings.

2.4 PLASTIC PIPE AND FITTINGS

- A. Pipe shall be marked continuously with manufacturer's name, nominal pipe size, schedule or class, PVC type and grade, National Sanitation Foundation approval, Commercial Standards designation, and date of extrusion.
- B. All plastic pipe shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2672, ASTM D2241 or ASTM D1785.
- C. All solvent weld PVC fittings shall be standard weight Schedule 40 (and Schedule 80 where specified on the irrigation detail sheet, all mainline fittings shall be Schedule 80 PVC) and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated. All fittings shall conform to ASTM D2464 and ASTM D2466.
- D. All threaded nipples shall be standard weight Schedule 80 with molded threads and shall conform to ASTM D1785.
- E. All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement

shall be of a fluid consistency, not gel-like or ropy. Solvent cementing shall be in conformance with ASTM D2564 and ASTM D2855.

- F. When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead base Teflon paste, tape, or equal.
- G. All pressure mainlines installed with solvent weld PVC fittings shall be installed with concrete thrust blocking at all directional changes in the mainline routing. Concrete thrust blocking shall not be required when ductile iron fittings and mechanical restraints are specified.

2.5 VALVES

- A. Automatic Control Valves:
 - 1. Automatic control valves shall be of the manufacturer, size, and type indicated on the drawings.
 - 2. Automatic control valves shall be electrically operated.
 - 3. Provide Christy's valve ID tags for each remote control valve with valve number.

2.6 VALVE BOXES

- A. Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils.
- B. The valve box cover shall be green in color and secured with a hidden latch mechanism or bolts.
- C. Valve box extensions shall be by the same manufacturer as the valve box.
- D. The plastic irrigation valve box cover shall be an overlapping type.
- E. Automatic control valve, master valve, and flow sensor boxes shall be 17"x11"x12" 'nominal' rectangular size. Valve boxes for drip valve assemblies shall be Jumbo valve boxes size as required to fit assemblies. Valve box covers shall be marked "RCV" with the valve identification number, or "MV", "FS" "heat branded" onto the cover in 1-1/4 inch high letters / numbers.
- F. Quick coupler and ball valve boxes shall be 10" circular size. Valve box covers shall be marked with "QCV" or "BV" "heat branded" onto the cover in 1-1/4 inch high letters.

2.7 ELECTRICAL

- A. All electrical equipment shall be NEMA Type 3, waterproofed for exterior installations.
- B. All electrical work shall conform to local codes and ordinances.

2.8 LOW VOLTAGE CONTROL WIRING

- A. Remote control wire shall be direct-burial AWG-UF type, size as indicated on the drawings, and in no case smaller than 14 gauge.
- B. Connections shall of the manufacturer, size, and type indicated on the drawings.
- C. Common wires shall be white in color. Control wires shall be red (where two or more controllers are used, the control wires shall be a different color for each controller. These colors shall be noted on the "Record Drawings" plans located on controller door).

2.9 IRRIGATION HEADS, DRIP EMITTERS, AND INLINE DRIP TUBING

- A. Irrigation heads, drip emitters, and inline drip tubing shall be of the manufacturer, size, type, with radius of throw, operating pressure, and discharge rate indicated on the drawings.
- B. Irrigation heads, drip emitters, and inline drip tubing shall be used as indicated on the drawings.

2.10 DRIP IRRIGATION EQUIPMENT

Drip tubing equipment such as flush valves, wye strainers, and pressure regulators shall be of the manufacturer, size, and type indicated on the drawings.

2.11 MISCELLANEOUS EQUIPMENT

- A. Landscape Fabric:
 - 1. Landscape fabric for valve box assemblies shall be 5.0- oz. weight woven polypropylene weed barrier. Landscape fabric shall have a burst strength of 225 PSI, a puncture strength of 60 lbs. and capable of water flow of 12 gallons per minute per square foot.
 - 2. Type: DeWitt Pro 5 Weed Barrier or approved equal.
- B. Equipment such as flush valves and wye strainers shall be of the manufacturer, size and type indicated on the drawings.

PART 3 - EXECUTION

3.1 SITE CONDITIONS

- A. Inspections:
 - 1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 - 2. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Landscape Architect or Owner's authorized representative.
 - 2. Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved.
- C. Grades:
 - 1. Before starting work, carefully check all grades to determine that work may safely proceed, keeping within the specified material depths with respect to finish grade.
 - 2. Final grades shall be accepted by the Engineer before work on this section will be allowed to begin.
- D. Field Measurements:

1. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Contractor shall coordinate the installation of all irrigation materials with all other work.
2. All scaled dimensions are approximate. The Contractor shall check and verify all size dimensions prior to proceeding with work under this section.
3. Exercise extreme care in excavating and working near existing utilities. Contractor shall be responsible for damages to utilities, which are caused by his operations or neglect.

E. Diagrammatic Intent:

The drawings are essentially diagrammatic. The size and location of equipment and fixtures are drawn to scale where possible. Provide offsets in piping and changes in equipment locations as necessary to conform with structures and to avoid obstructions or conflicts with other work at no additional expense to Owner.

F. Layout:

1. Prior to installation, the Contractor shall stake out all pressure supply lines, routing and location of sprinkler heads, valves, backflow preventer, and automatic controller.
2. Layout irrigation system and make minor adjustments required due to differences between site and drawings. Where piping is shown on drawings under paved areas, but running parallel and adjacent to planted areas, install the piping in the planted areas.

G. Water Supply:

Connections to, or the installation of, the water supply shall be at the locations shown on the drawings. Minor changes caused by actual site conditions shall be made at no additional expense to Owner.

H. Electrical Service:

1. Connections to the electrical supply shall be at the locations shown on the drawings. Minor changes caused by actual site conditions shall be made at no additional expense to Owner.
2. Contractor shall make electrical connections to the irrigation controller. Electrical power source to controller locations shall be provided by others.
3. Contractor shall make all required connections to the irrigation controller.

3.2 TRENCHING

- A. Excavations shall be straight with vertical sides, even grade, and support pipe continuously on bottom of trench. Trenching excavation shall follow layout indicated on drawings to the depths below finished grade and as noted. Where lines occur under paved area, these dimensions shall be considered below subgrade.
- B. Provide minimum cover of 18 inches on pressure supply lines 2 ½ inches and smaller.
- C. Provide minimum cover of 18 inches for control wires within planters.
- D. Provide minimum cover of 24 inches for control wires within sleeves below paving.
- E. Provide minimum cover of 36 inches on pressure supply lines under vehicular travel ways.

- F. Provide minimum cover of 12 inches for non-pressure lines.
- G. Pipes installed in a common trench shall have a 4-inch minimum space between pipes.

3.3 BACKFILLING

- A. Backfill material on all lines shall be the same as adjacent soil free of debris, litter, and rocks over 1/2 inches in diameter.
- B. Backfill shall be tamped in 4-inch layers under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Backfill materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to dry density equal to adjacent undisturbed soil and shall conform to adjacent grades.
- C. Flooding in lieu of tamping is not allowed.
- D. Under no circumstances shall truck wheels be used to compact backfill.
- E. Provide sand backfill a minimum of 4 inches over and under all piping under paved areas.

3.4 PIPING

- A. Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. No hydraulic driving is permitted under asphalt pavement.
- B. Cutting or breaking of existing pavement is not permitted.
- C. Carefully inspect all pipe and fittings before installation, removing dirt, scale, burrs, and reaming. Install pipe with all markings up for visual inspection and verification.
- D. Remove all dented and damaged pipe sections.
- E. All lines shall have a minimum clearance of 4 inches from each other and 12 inches from lines of other trades.
- F. Parallel lines shall not be installed directly over each other.
- G. In solvent welding, use only the specified primer and solvent cement and make all joints in strict accordance with the manufacturer's recommended methods including wiping all excess solvent from each weld. Allow solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling.
- H. PVC pipe shall be installed in a manner, which will provide for expansion and contraction as recommended by the pipe manufacturer.
- I. Center load all plastic pipe prior to pressure testing.
- J. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste.
- K. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope on all threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic male adapters.

3.5 CONTROLLER

- A. The Irrigation Contractor shall be responsible for the final control wire connection to the irrigation controller.
- B. The irrigation system shall be programmed to operate during the periods of minimal use of the design area.

3.6 CONTROL WIRING

- A. Low voltage control wiring shall occupy the same trench and shall be installed along the same route as the pressure supply lines whenever possible.
- B. Where more than one wire is placed in a trench, the wiring shall be taped together in a bundle at intervals of 10 feet. Bundle shall be secured to the mainline with tape at intervals of 20 feet.
- C. All connections shall be of an approved type and shall occur in a valve box. Provide an 18-inch service loop at each connection.
- D. An expansion loop of 12 inches shall be provided at each wire connection and/or directional change, and one of 24 inches shall be provided at each remote control valve.
- E. A continuous run of wire shall be used between a controller and each remote control valve. Under no circumstances shall splices be used without prior approval.

3.7 VALVES

- A. Automatic control valves, quick coupler, and ball valves are to be installed in the approximate locations indicated on the drawings.
- B. Valve shall be installed in shrub areas whenever possible.
- C. Install all valves as indicated in the detail drawings.
- D. Valves to be installed in valve boxes shall be installed one valve per box.
- E. Provide valve ID tags for each remote control valve with valve number.

3.8 VALVE BOXES

- A. Valve boxes shall be installed in shrub areas whenever possible.
- B. Each valve box shall be installed on a foundation of 3/4 inch gravel backfill, 3 cubic feet minimum. Valve boxes shall be installed with their tops 1/2 inch above the surface of surrounding finish grade in lawn areas and 2 inches above finish grade in ground cover areas.

3.9 IRRIGATION HEADS, DRIP EMITTERS, AND INLINE DRIP TUBING

- A. Irrigation heads, drip emitters, and inline drip tubing shall be installed as indicated on the drawings.
- B. Spacing of heads and inline drip tubing shall not exceed maximum indicated on the drawings.
- C. Riser nipples shall be of the same size as the riser opening in the sprinkler body.

3.10 BACKFLOW PREVENTION UNITS

- A. The contractor shall be responsible for the testing and certification of the backflow device for proper operation. Testing and certification shall be performed by a state qualified backflow tester.

3.11 MISCELLANEOUS EQUIPMENT

- A. Install all assemblies specified herein according to the respective detail drawings or specifications, using best standard practices.
- B. Quick coupler valves shall be set approximately 18 inches from walks, curbs, header boards, or paved areas where applicable.

- C. Install devices such as flush valves as indicated on the drawings and as recommended by the manufacturer.

3.12 FLUSHING THE SYSTEM

- A. Prior to installation of irrigation heads, the valves shall be opened and a full head of water used to flush out the lines and risers.
- B. Irrigation heads shall be installed after flushing the system has been completed.

3.13 ADJUSTING THE SYSTEM

- A. Contractor shall adjust valves, align heads, and check the coverage of each system prior to coverage test.
- B. If it is determined by the Landscape Architect or Owner's authorized representative that additional adjustments or nozzle changes will be required to provide proper coverage, all necessary changes or adjustments shall be made prior to any planting.
- C. The entire system shall be operating properly before any planting operations commence.
- D. Automatic control valves are to be adjusted so that the irrigation heads, drip emitters and inline drip tubing operate at the pressure recommended by the manufacturer.

3.14 TESTING AND OBSERVATION

- A. Do not allow or cause any of the work of this section to be covered up or enclosed until it has been observed, tested and accepted by the Landscape Architect, Owner, and governing agencies.
- B. The Contractor shall be solely responsible for notifying the Landscape Architect, Owner, and governing agencies, a minimum of 48 hours in advance, where and when the work is ready for testing.
- C. When the sprinkler system is completed, the Contractor shall perform a coverage test of each system in its entirety to determine if the water coverage for the planted areas is complete and adequate in the presence of the Landscape Architect.
- D. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the plans, or where the system has been willfully installed as indicated on the drawings when it is obviously inadequate, without bringing this to the attention of the Landscape Architect. This test shall be accepted by the Landscape Architect and accomplished before starting any planting.
- E. Areas to be maintained for the formal maintenance period shall start maintenance at the same time, as directed by the Landscape Architect, Owner, and governing agencies. Partial areas will not be released into maintenance prior to completion of items listed in the pre-maintenance review. The maintenance period may not be phased.
- F. If, after the maintenance review, the irrigation systems are not accepted by the Landscape Architect, the contractor shall reimburse the Architect for additional site visits, or additional time required to review work. All additional time will be billed at the Architect's hourly rate and will be paid for by the contractor at no additional cost to the owner.
- G. Final inspection will not commence without record drawings as prepared by the Irrigation Contractor.

3.15 MAINTENANCE

During the maintenance period the Contractor shall adjust and maintain the irrigation system in a fully operational condition providing complete irrigation coverage to all intended plantings.

3.16 COMPLETION CLEANING

Clean up shall be made as each portion of the work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be swept, and any damage sustained on the work of others shall be repaired to original conditions.

END OF SECTION

APPENDIX A

INSURANCE AND INDEMNITY REQUIREMENTS

City of Brea Insurance Requirements

Construction Projects

(Capital improvement projects, other construction and remodeling, etc.)

Asbestos Related Projects

(Abatement, removal, etc.)

The insurance requirements below summarize, but do not supersede, the insurance requirements addressed in the body of the Bid Specifications. You are advised to refer to the bid specifications in addition to the information provided below. (Some projects may have different/additional requirements).

It is highly recommended that you consult your insurance carrier(s) or broker(s) to determine in advance of bid submission the availability and cost of insurance as prescribed and provided herein. Failure to comply with the insurance requirements may result in your bid or proposal not being considered for award of contract. While unlikely to be granted, any proposed deviations from the standards listed below will require City pre-approval.

Type of Insurance Coverage	General Liability	Automobile Liability	Workers' Compensation
Required by Contract?	Yes	Yes	Yes
Minimum Limits of Coverage	\$2,000,000 Combined Single Limit Per Occurrence Minimum	\$2,000,000 Combined Single Limit Per Occurrence Minimum	Workers' Compensation to Statutory Limits; \$1,000,000 Employers' Liability Limit
Minimum A.M. Best's Guide Rating / Other Requirements	A / VII	A / VII	A / VII or State Compensation Insurance Fund
Additional Insured Endorsement Required? Need ISO Form Numbered CG 20 10 11 85 or similar	Yes	Yes	No
Waiver of Subrogation Endorsement Required?	Yes	Yes	Yes
Comments	Contract may require higher limits. Any asbestos clean-up will require "Environmental Impairment Liability Insurance" as per contract specifications.	Unless Contractor establishes that no vehicles will be used.	Not needed for sole proprietors or partnerships with no employees.

APPENDIX B

WARRANTY BOND SAMPLE

Bond No. _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

("Principal"), a contract ("Contract") for the work described as follows:

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Insert name, address , and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of

_____ **Dollars (\$XXX.XX)**, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of

time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the Authority of any person signing as attorney-in-fact must be attached.

APPENDIX C

NPDES REQUIREMENTS

Construction Runoff Guidance Manual

for Contractors, Project Owners, and Developers

December 2012



Orange County Stormwater Program:

A Cooperative Project of the County of Orange,
Cities of Orange County and
Orange County Flood Control District



Table of Contents

1	Introduction and Overview	1
1.1	Introduction	1
1.2	Overview	1
2	Regulatory Requirements.....	2
2.1	State and Regional Permit Requirements.....	2
2.2	Local Agency Requirements	5
2.2.1	Local Grading Code	5
2.2.2	Local Water Quality Ordinance	5
3	Best Management Practices (BMPs)	7
3.1	BMP Overview Diagram.....	7
3.2	Minimum Site BMP Requirements	9
3.3	CASQA BMP Handbook	10
3.4	BMP Directory	10
3.4.1	Erosion Control (EC)	10
3.4.2	Sediment Control (SE).....	14
3.4.3	Wind Erosion Control (WE).....	17
3.4.4	Tracking Control (TC)	18
3.4.5	Non-Stormwater Management (NS).....	19
3.4.6	Waste Management and Materials Pollution Control (WM).....	20
3.4.7	Inspection and Maintenance Frequency Summary	25
4	References	26
5	Glossary	27
	Appendix A: Permit Determination Flowcharts	31
	Appendix B: Permit Descriptions	34
	Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary.....	38

Figures

Figure 1:	Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue)	3
Figure 2:	Typical Construction Site BMPs (Graphic provided by the City of San Clemente)	8

Tables

Table 1:	Summary of State and Regional Permits that May Affect Construction Projects in Orange County	4
Table 2:	Allowed and Prohibited Discharges.....	6
Table 3:	Physical / Vegetative Stabilization BMPs	11
Table 4:	Concentrated Flow Erosion Control BMPs	13
Table 5:	Perimeter / Linear Control BMPs	14
Table 6:	Storm Drain Inlet Protection BMPs.....	15
Table 7:	Sediment Capture BMPs.....	16
Table 8:	Street Cleaning BMPs.....	17
Table 9:	Wind Erosion Control BMPs.....	17
Table 10:	Tracking Control BMPs.....	18
Table 11:	Non-Stormwater Management BMPs.....	19
Table 12:	Materials Pollution Management BMPs	21
Table 13:	Waste Management BMPs.....	22

1 Introduction and Overview

1.1 Introduction

This Construction Runoff Guidance Manual (Manual) is intended to enable applicants for building or grading permits to understand and comply with the regulatory requirements for creek, river, stream and coastal water protection during the construction phase of new development and significant redevelopment projects. Project owners and developers should be able to use this Manual as a guide to understand which permits and ordinances apply to their construction project. Contractors should be able to use this Manual as a guide to the Best Management Practices (BMPs) typically needed to be implemented at a construction site to ensure compliance with the Construction General Permit (CGP) and local ordinances.

1.2 Overview

The goal of this Manual is to provide useful, succinct information to enable contractors to control pollutant discharges from construction sites. Activities and materials used on a construction site may be a source of pollutants, including but not limited to sediment, concrete and grout; paints, lacquers, and primers; herbicides and pesticides; soaps and detergents; wood preservatives; equipment fuels, lubricants, coolants, and hydraulic fluids; and cleaning solvents. Water from construction sites can be a major transporter of these pollutants, which can leak from heavy equipment, be spilled, or can be eroded by rain from exposed soil or stockpiles. Once released, they can be transported into the receiving waters of the County of Orange (Orange County or “the County”), where they may enter aquatic food chains and cause fish toxicity problems, contribute to algal blooms, impair recreational uses, and degrade drinking water sources.

2 Regulatory Requirements

2.1 State and Regional Permit Requirements

Construction activity in Orange County is subject to regulation by both the Santa Ana and the San Diego Regional Water Quality Control Boards (Regional Boards or RWQCBs). The Regional Boards are responsible for implementing the Clean Water Act and the California Porter-Cologne Act. The boundary between the two Regional Board jurisdictions approximately follows El Toro Road in Lake Forest, separating the Santa Ana Region (Regional Board 8 or RB8) (north of El Toro Road) from the San Diego Region (Regional Board 9 or RB9) (south of El Toro Road). While some of the permits listed in Table 1 are issued statewide by the State Water Resources Control Board (State Board or SWRCB) and implemented throughout the state by the Regional Boards, other permits, like dewatering or de minimus permits, are issued and implemented on a Region-by-Region basis. Additionally, the Regional Boards issue Municipal Separate Storm Sewer System (MS4) Permits to the County and cities, which include additional requirements for managing construction sites.

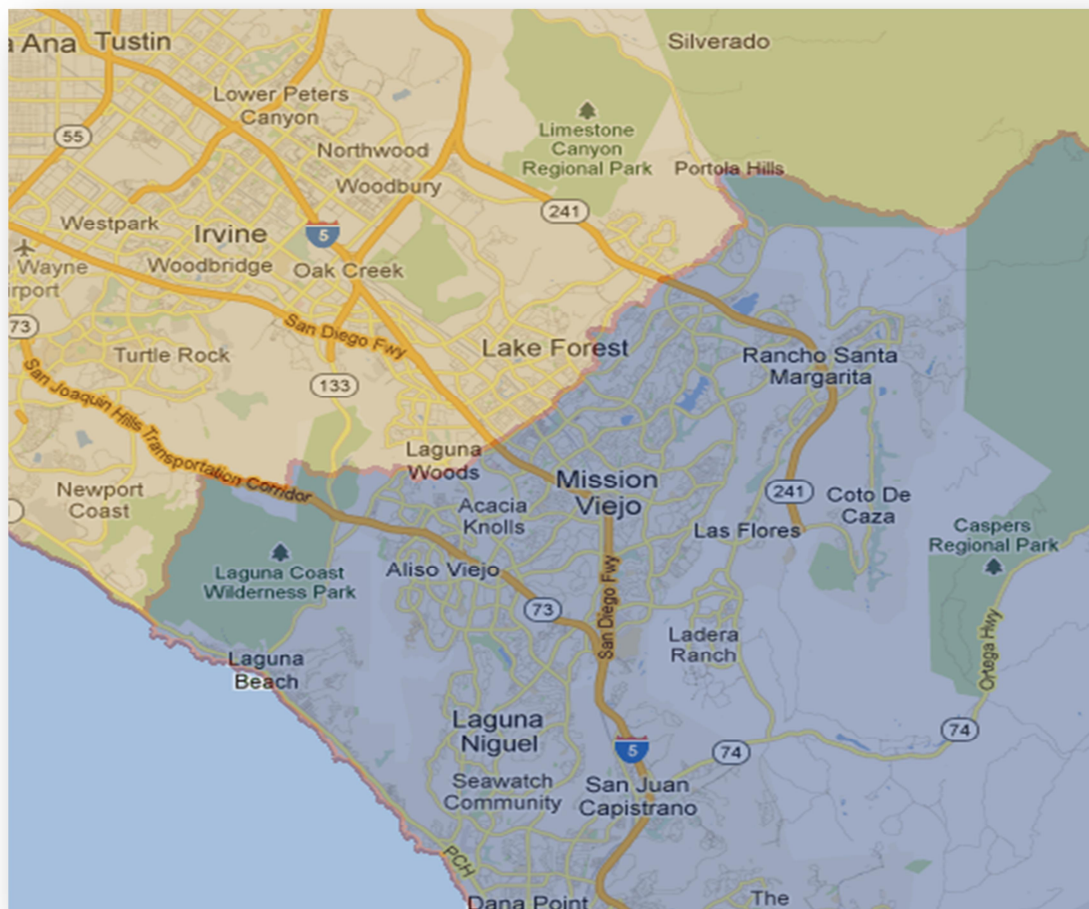


Figure 1: Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue)

Table 1 includes a list of all State or Regional permits related to runoff water quality that may apply to construction projects in Orange County. To determine which, if any, of these permits affect your construction project, go to Appendix A and follow the three flow charts. Appendix B includes a brief summary of each permit shown in Table 1. A list of web links for each permit is included in the Reference section at the end of this Manual.

Table 1: Summary of State and Regional Permits that May Affect Construction Projects in Orange County

	Order Number / NPDES Number	Permit Name	Affected Area
CGP	2009-0009-DWQ/ CAS000002	National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit)	Statewide
MS4	R8-2009-0030/ CAS618030	Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region (MS4 Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2009-0002/ CAS0108740	Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated Cities of Orange County, and The Orange County Flood Control District Within the San Diego Region (MS4 Permit for San Diego Region)	San Diego Region within Orange County
Discharge To Land	2003-0003-DWQ	Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality (WDR for Discharge to Land)	Statewide
Groundwater Dewatering	R8-2007-0041/ CAG918002	General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts (Dewatering Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2008-0002/ CAG919002	Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay (Dewatering Permit outside of San Diego Bay for San Diego Region)	San Diego Region within Orange County
Potable Water	R8-2009-0003/ CAG998001	General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality (De Minimus WDRs for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2010-0003/ CAG679011	General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region (Potable Water WDRs for San Diego Region)	San Diego Region within Orange County

In 2009, the SWRCB adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP). The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by the County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

More details regarding the CGP and other State and Regional permits can be found in Appendix A.

2.2 Local Agency Requirements

Each city, as well as the County of Orange, has a Municipal Code that establishes requirements for erosion and sediment control on grading projects. All project owners must meet the requirements of the applicable code prior to, during, and after construction. Additionally, through the MS4 Permits listed in Table 1 and described in Appendix B, each city or the County is responsible for periodic inspections of construction sites within its boundaries. (All project owners must allow city or County inspectors onto the project site for these inspections.)

2.2.1 Local Grading Code

The Grading Code sets the rules and regulations for grading operations including operations preparatory to grading on private property. In addition to other requirements, the Grading Code requires that a project owner, developer or contractor prepare erosion control plans (ECPs), obtain a grading permit, and implement and maintain erosion and sediment control BMPs. Refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal grading code.

2.2.2 Local Water Quality Ordinance

The County and cities in Orange County have adopted Water Quality Ordinances for the purpose of improving water quality and compliance with NPDES permit requirements and for the control of urban pollutants. The Water Quality Ordinances are part of their municipal codes and are, in effect, laws that contractors are required to comply with. Non stormwater discharges to the municipal storm drain system are prohibited unless covered by a discharge exception. Prohibited non-stormwater discharges include wastewater from concrete truck washing, paint equipment cleaning, spill cleanup, etc. (See Table 3). Please refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal water quality ordinance.

Table 2: Allowed and Prohibited Discharges

Allowed	Prohibited (not allowed)
<ul style="list-style-type: none"> ▪ Discharges composed entirely of stormwater ▪ Projects permitted under the CGP may be authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: <ul style="list-style-type: none"> A. fire hydrant flushing, B. irrigation of vegetative erosion control measures (only in Region 8), C. pipe flushing and testing, D. water to control dust, and E. uncontaminated ground water from dewatering. <p>Consult a construction stormwater professional to review the specific conditions.</p> ▪ Discharges that are authorized by a De Minimus or Dewatering permit. 	<ul style="list-style-type: none"> ▪ Trash / debris / litter ▪ Concrete waste ▪ Sanitary waste ▪ Fuel or oil (Dumping, Spills, or Leaks) ▪ Non-stormwater discharges to the municipal storm drain system or receiving water (unless covered by an NPDES Permit, such as CGP or De Minimus) ▪ Projects in Region 9 permitted under the CGP are not authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: <ul style="list-style-type: none"> F. irrigation of vegetative erosion control measures

3 Best Management Practices (BMPs)

Best Management Practices (BMPs) collectively refer to a variety of pollution prevention controls implemented throughout the project site at various times of the project. BMPs discussed herein are specifically aimed to control pollution in stormwater runoff during the construction phase of the project. The major construction BMP categories can be broken down into

- Erosion Control (EC)
- Sediment Control (SE)
- Wind Erosion Control (WE)
- Tracking Control (TC)
- Non-Stormwater Management (NS)
- Waste Management and Materials Pollution Control (WM)

These BMPs will be discussed in detail throughout the remainder of this section. Permanent post-construction BMPs are not addressed in this document. Post construction BMP requirements are detailed in the Model Water Quality Management Plan (WQMP) as required by the MS4 Permits of either the Santa Ana Region or San Diego Region.

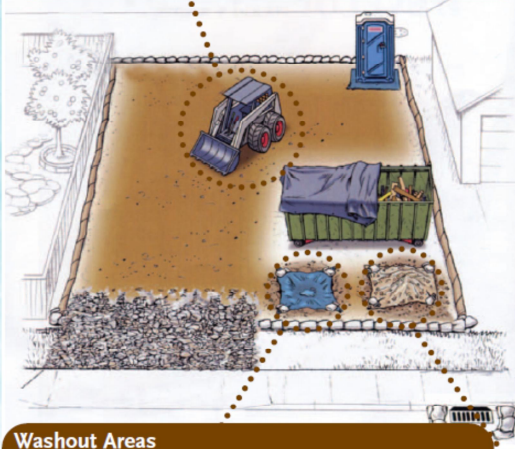
3.1 BMP Overview Diagram

The BMPs that are commonly used on construction sites are shown in Figure 2.

Best Management Practices for Construction Sites

Earthmoving Equipment

All earthmoving equipment must be stored onsite. Drip pans must be placed under equipment not in use, and maintenance must be conducted onsite instead of in the street. Any leaks should be cleaned up and repaired immediately.



Washout Areas

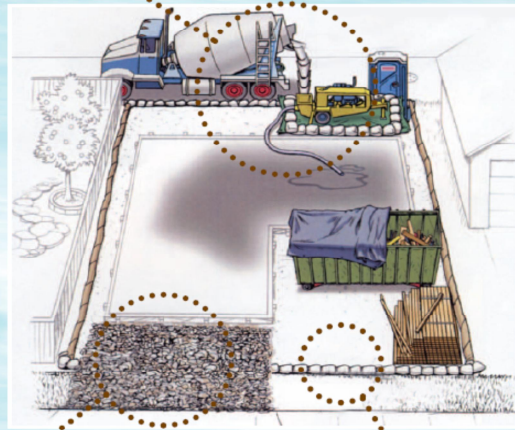
Disposal of "wet" construction materials should be handled in the washout area. This includes paint, stucco, and concrete. Use a plastic-lined pit to collect and contain liquids and prevent runoff into the street and gutter. The washout area must be checked and maintained daily to ensure compliance. Washout material must be disposed of properly.

Dirt and Grading

Stockpiled dirt and gravel must be stored onsite and covered. Dust control shall be maintained throughout all phases of construction. During the rainy season (October 1 – April 30) additional gravel, bags, tarps, and visqueen must be stored onsite for emergency repair.

Concrete Trucks/Pumpers

Pumpers must be surrounded by perimeter controls, such as gravel bags, sandbags, and straw wattles. Tarps also must be placed beneath concrete pumpers at all times to prevent spills into the street and sidewalk. Residual materials must be cleaned up as well. Trucks and pumpers are required to clean out in the washout area, not in the street, catch basin or a wheelbarrow.



Perimeter Controls

Gravel bags, silt fences and straw wattles are acceptable perimeter controls and must be used to control site run-on and runoff. Avoid running over perimeter controls with vehicles or heavy equipment, as they can damage the materials. Keep extra absorbent materials and/or a wet/dry vacuum onsite to quickly pick up spills. Sites must be checked and maintained daily.

Tracking Controls

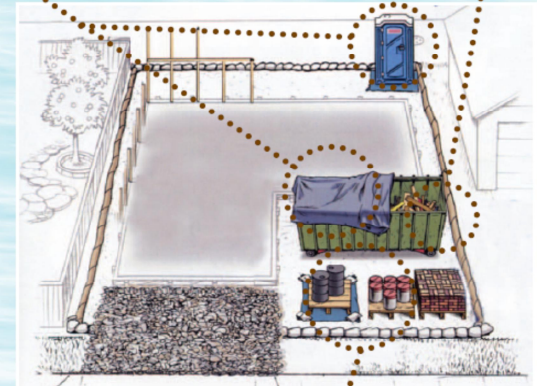
All entrances/exits on the site must have coarse gravel (1" to 3" angular material) and/or steel shaker plates to limit offsite sediment tracking. Hand or mechanical sweeping must also be used as needed to clean up any material that gets tracked offsite.

Dumpsters and Portable Toilets

Dumpsters must be covered with a tarp at the end of each work day and area around dumpster must be kept clean. Dumpsters must be located onsite unless an Encroachment Permit is obtained for placement in street. Portable toilets must have drip pans and be placed onsite so that any spills do not discharge offsite.

Building Materials/Staging Areas

Construction materials (including landscape materials) must be stored onsite. Building materials must be covered when not in use to prevent runoff caused by wind or rain.



Liquid Storage

Paints, solvents, fuel and other liquids stored onsite must be contained and covered. It is illegal for contractors to wash out or dump liquid waste or residue in the street, storm drain or sewer. Use washouts or hazardous material drums to contain liquid waste and residue and dispose of this material properly.

Figure 2: Typical Construction Site BMPs (Graphic provided by the City of San Clemente)

3.2 Minimum Site BMP Requirements

The following requirements are for deployment of selected construction BMPs and apply year-round (not just during the rainy season) to all projects.

- A. Pollution prevention where appropriate.
- B. Development and implementation of a site specific run-off management plan.
- C. Minimization of areas that are cleared and graded to only the portion of the site that is necessary for construction.
- D. Minimization of exposure time of disturbed soil areas.
- E. Minimization of grading during the wet season and correlation of grading with seasonal dry weather periods to the extent feasible.
- F. Limitation of grading to a maximum disturbed area as determined by the County / city before either temporary or permanent erosion controls are implemented to prevent stormwater pollution. The County / city has the option of temporarily increasing the size of disturbed soil areas by a set amount beyond the maximum, if the individual site is in compliance with applicable stormwater regulations and the site has adequate control practices implemented to prevent stormwater pollution.
- G. Temporary stabilization and reseeded of disturbed soil areas as rapidly as feasible.
- H. Non-stormwater management measures to prevent illicit discharges and control stormwater pollution sources.
- I. Erosion Control BMPs shall be implemented.
- J. Wind erosion control BMPs (dust control) shall be implemented.
- K. Sediment control BMPs shall be implemented at all appropriate locations along the site perimeter, at all operational storm drain inlets and at all non-active slopes.
- L. Tracking control BMPs to control off-site sediment tracking shall be implemented and maintained.
- M. Waste management and materials pollution control BMPs shall be implemented to prevent the contamination of stormwater by construction wastes and materials.
- N. Non-stormwater BMPs shall be implemented to reduce or prevent the contamination of stormwater from construction activities.
- O. Weather tracking: projects shall monitor the National Weather Service (www.weather.gov) probability of precipitation. When a rain event is predicted (forecast predicts a greater than 50% probability of precipitation), the project must be inspected and BMPs must be maintained or deployed as needed to protect the project from discharging pollutants. (CGP projects only)
- P. BMP failures must be repaired or replaced with an acceptable alternate as soon as it is safe to do so. Repairs or replacements must result in an adequate BMP, or additional BMPs should be installed to provide adequate protection.

- Q. Active exposed areas: Sufficient materials needed to install standby erosion and sediment control BMPs necessary to protect all active exposed areas from erosion and to reduce or prevent sediment discharges shall be stored on site. The total active exposed area shall not exceed that which can be adequately protected by deploying standby erosion control and sediment control BMPs prior to a predicted rain event.
- R. Inactive exposed areas: All exposed areas not being actively worked in shall be protected from erosion with temporary or permanent BMPs (erosion and sediment control). The ability to deploy standby BMP materials is not sufficient for these areas; erosion and sediment control BMPs must actually be deployed.
- S. Completed areas: Areas that have already been protected from erosion using permanent erosion control BMPs (physical or vegetation) are not considered “exposed”. Deployment of permanent erosion control BMPs should commence as soon as practical on completed areas.
- T. Preservation of natural hydrologic features where feasible.
- U. Preservation of riparian buffers and corridors where feasible.
- V. Evaluation and maintenance of all BMPs, until removed.
- W. Retention, reduction, and proper management of all stormwater pollutant discharges on site to the Maximum Extent Practicable (MEP) standard.

3.3 CASQA BMP Handbook

The California Stormwater Quality Association (CASQA) has prepared a handbook providing details about all of the recommended BMPs. The current version of this handbook is the CASQA Best Management Practice Handbook, Construction, 2009 Edition. A membership to CASQA can be obtained at www.casqa.org. Access to the BMP Fact Sheets referenced in this section is included with the CASQA membership. The Handbook contains six major categories of BMP fact sheets with guidelines on how to select each BMP. The six categories include: Erosion Control (EC), Sediment Control (SE), Wind Erosion Control (WE), Tracking Control (TC), Non-Stormwater Management (NS), and Waste Management and Materials Pollution Control (WM).

These categories of BMPs and their applicability are discussed in the following sections.

3.4 BMP Directory

In order to meet the requirements of the Permits and Ordinances mentioned in Section 2, BMPs must be selected, installed, and maintained properly throughout the duration of construction projects. BMPs must be discussed with all project contractors, subcontractors, and any party involved, because education is the most important BMP.

3.4.1 Erosion Control (EC)

Erosion control BMPs focus on preventing soil from being eroded by stormwater and potentially discharged from the construction site. Erosion control is more effective than sediment control for reducing sediment discharge. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common erosion control BMPs for construction projects.

Erosion prevention is to be used as the most important measure for keeping sediment on site during construction. Permanent revegetation or landscaping shall be done as early as feasible at a minimum.

Table 3: Physical / Vegetative Stabilization BMPs

Physical / Vegetative Stabilization: Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.	
Type	Description
Scheduling	Sequencing construction activities to reduce the amount of exposed soil during seasons of higher precipitation probability. All projects should consider scheduling activities to minimize the amount of disturbed area during seasons of higher precipitation probability. Phasing can be used to maintain stabilized areas (vegetation or impervious cover) as much as possible during construction. Disturbed areas should be stabilized as soon as practical. Attempt to schedule grading outside of seasons of higher precipitation probability. <u>Reference:</u> CASQA EC-1, EC-2
Seeding	Applying seed to a surface with the intention of achieving vegetation which can effectively protect soils from erosion while reducing runoff by encouraging infiltration / transpiration. Seeding is effective for temporary and permanent stabilization of slopes, stock piles, and other disturbed soils. Seeds can be combined with mulch and water then sprayed onto surfaces (also referred to as hydro seeding) for immediate erosion protection. Without combining or covering seeds with mulch seeds will be susceptible to erosion until vegetation has sufficiently established. Supplemental irrigation may be required to establish vegetation. Scarifying surfaces prior to seed application can increase its effectiveness. <u>Reference:</u> CASQA EC-4
Soil Binders	Spraying a liquid compound to disturbed soils to bind and stabilize the soil surface (forming a crust). This process reduces the potential for wind and water erosion. Examples include: guar, psyllium, starch, gypsum, pitch and rosin emulsion, polymers, and acrylates. Soil binders are effective for temporary stabilization of slopes, stockpiles, and other disturbed areas. Soil binders need time to cure and should not be applied less than 24 hours before predicted precipitation. The specific soil binder selected depends on the type of soil. Soil binders must be non-toxic and environmentally benign. Soil binders will need to be reapplied as needed based on the specific soil binder and visual inspection. Soil binders are much less effective in areas that receive traffic. <u>Reference:</u> CASQA EC-5
Mulching	Covering disturbed soils with a fibrous wood, straw, or similar material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Mulching is effective for temporary stabilization of slopes, stock piles, and other disturbed soils. Mulch materials can be combined with water then sprayed onto surfaces (also referred to as hydraulic mulch) for increased wind erosion protection. Typically, mulch must be reapplied every 6 to 12 months. Soil roughening prior to mulch application can increase its effectiveness. <u>Reference:</u> CASQA EC-3, EC-6, EC-8
Geotextiles and Mats	Covering disturbed soils with a natural or synthetic blanket or mat. This process greatly reduces the potential for wind and water erosion. Some rolls and mats physically hold the soil in place. Example include: geotextiles, plastic covers, rolled erosion control blankets / mats, straw / mulch blanket, coconut fiber blanket, and plastic netting. Geotextiles and mats are effective for temporary stabilization of steep slopes with high erosion potential, stockpiles, and channels that will be vegetated. Geotextiles and mats are more expensive than other erosion control BMPs. Materials may need to be removed prior to final stabilization. Mats / blankets are most effective when in direct contact with the soil; do not roughen soil or leave significant rocks / roots. Mats / blankets typically require an anchoring mechanism to hold them in place. Mats / blankets should be laid parallel to the

Physical / Vegetative Stabilization:

Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.



Type	Description
	<p>direction of flow. Mats / blankets should allow water to flow on top of them and not below which would cause the soil to wash out. <u>Reference:</u> CASQA EC-7</p> 
Non-Vegetative Stabilization	<p>Covering disturbed soils with a non-vegetative material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Examples include: decomposed granite, gravel, and rock slope protection. Other non-vegetative stabilization is effective for temporary and permanent stabilization of areas with heavy vehicular or pedestrian traffic or areas where a vegetative cover is infeasible. Other non-vegetative stabilization is intended to be used in combination with additional erosion control and sediment control BMPs. If used for permanent stabilization, periodic inspection and maintenance may be required. Material should be selected based on the slope and use of the area. <u>Reference:</u> CASQA EC-16 and Caltrans Standard Specifications May 2006 Section 72-2.</p>

Table 4: Concentrated Flow Erosion Control BMPs

Concentrated Flow Erosion Control: Reducing concentrated flow velocity or protecting concentrated flow paths to prevent erosion.	
Type	Description
Dikes, Swales, and Slope Drains	<p>Grading and compacting soil or installing pipe to control / divert / direct runoff. Dikes, swales, and slope drains can be combined to safely convey runoff down a slope, direct runoff to a stabilized channel, reduce potential for flooding, direct runoff to sediment traps / basins. Dikes, swales, and pipes that are used to direct runoff must be properly sized based on the specific application. Typically, slope drains require energy dissipation. Monitor swales and dikes for erosion or accumulation of sediment or debris. Swale and dike slopes should be 2:1 or less. Use vegetation, geotextiles, or mats to stabilize swales. Temporary devices must be removed. <u>Reference:</u> CASQA EC-9, EC-11</p> 
Energy Dissipation	<p>Placing rock, riprap, or similar material to reduce erosion from concentrated, high velocity flows. Energy dissipation is effective at pipe outlets, channel linings, and transitions from stabilized to un-stabilized conveyances. Line the area with filter fabric prior to placing rock or riprap. Accumulated sediment may be difficult to remove from energy dissipation area. For pipe outfalls the size of the energy dissipation area will increase with flow rate and/or pipe size. Temporary devices must be removed. <u>Reference:</u> CASQA EC-10, EC-12</p>
Soil Roughening	<p>Mechanically roughening soil (track walking or imprinting) to prepare soil for additional BMPs or create small terraces to break up sheet flow. Soil roughening can be applied to slopes, stockpiles, basins, and other disturbed soil areas. Soil roughening is intended to be used in combination with additional erosion control and sediment control BMPs. A common implementation method is to drive heavy equipment with its treads parallel to the contours of the slope. For long slopes additional terracing may be required. <u>Reference:</u> CASQA EC-15</p>

3.4.2 Sediment Control (SE)

Sediment control BMPs focus on preventing eroded soil from being discharged from the construction site. The demand placed on sediment control BMPs is dependent upon the effectiveness of the erosion control BMPs. More robust erosion controls will reduce the need for sediment controls and vice versa. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common sediment control BMPs for construction projects.

At a minimum, sediment controls are to be used as a supplement to erosion prevention for keeping sediment on-site during construction, and slope stabilization must be used on all active slopes during rain events regardless of the season and on all inactive slopes during the rainy season and during rain events in the dry season.

Table 5: Perimeter / Linear Control BMPs

Perimeter / Linear Controls: Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)	
Type	Description
Linear Sediment Controls	Installing sediment control BMPs along contours to reduce runoff velocity, remove sediment, and discourage rill erosion. Examples include: fiber rolls, sand / gravel bags, and straw bales. Linear sediment controls are effective parallel to contours on the face of slopes and at the top and toe of slopes. Linear sediment controls are typically implemented temporarily until slope is stabilized. Straw bales must be anchored and should not be used on the face of slopes. Fiber rolls must be trenched and staked during installation. For Risk Level / LUP Type 2 and 3 projects, the CGP specifies minimum uninterrupted sheet flow lengths for slopes to be 20 feet for slopes under 25%, 15 feet for slopes 25-50%, and 10 feet for slopes over 50%. <u>Reference:</u> CASQA SE-5, SE-6, SE-8, SE-9, SE-14
Perimeter Controls	Installing a barrier to prevent sediment discharges by controlling run-on and run-off around the perimeter of the construction site or limits of grading. Examples include: silt fence, fiber rolls, sand / gravel bags, and straw bales. Perimeter controls are effective when implemented around the perimeter of the construction site or limits of grading. Perimeter controls are not effective when used in a concentrated flow path. Silt fence and fiber rolls require proper installation which includes trenching and staking. Typically, perimeter controls should be installed prior to grading and remain functional until final stabilization is achieved. Maintenance of perimeter controls must be performed as needed. Perimeter controls are a minimum BMP requirement of the CGP. <u>Reference:</u> CASQA SE-1, SE-5, SE-6, SE-8, SE-14

Perimeter / Linear Controls:

Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)

Type	Description
	

Table 6: Storm Drain Inlet Protection BMPs

Storm Drain Inlet Protection:

Ponding and/or filtering stormwater to remove pollutants (primarily sediment) from entering the storm drain system.


Type	Description
Storm Drain Inlet Protection	<p>Filtering or ponding of stormwater before it enters a storm drain inlet to reduce the amount of sediment that discharges. Storm drain inlet protection should be implemented at every storm drain inlet that receives runoff from active construction areas. Ponding of sediment laden stormwater can provide the best results if the ponding capacity is appropriate for the tributary drainage area. Ponding may be limited by street traffic constraints. Other sediment controls such as check dams should be used upstream to reduce the amount of sediment that reaches the storm drain inlet protection. After a storm sediment that has settled must be cleaned up. <u>Reference:</u> CASQA SE-10, SE-14.</p> 

Table 7: Sediment Capture BMPs



Sediment Capture: Capturing sediment in channelized stormwater to reduce sediment discharge.	
Type	Description
Sediment Trap / Basin	<p>Constructing a temporary containment area to detain runoff to allow for deposition of sediment prior to stormwater discharge. Sediments traps / basins are effective when implemented within the downstream section of a construction site or at discharge points. Sediment traps can be effectively implemented throughout a large construction site. Sediment basins can efficiently be developed at locations where future post-construction basins will be utilized. Sediment traps should only be used for tributary drainage areas below 5 acres. Sediment basins should be used for tributary drainage areas between 5 and 75 acres. Sediment traps / basins can be large and may not be suitable for small construction projects. Sediment traps / basins should be sized by a Registered Civil Engineer to ensure they have sufficient capacity. Sediment traps / basins should not hold water for longer than 72 hours. Local agencies may have stricter vector control and child safety fence requirements. Typically dikes, swales, or piping are required to direct runoff to traps / basins. <u>Reference:</u> CASQA SE-2, SE-3</p> 
Check Dams	<p>Constructing small barriers along a swale or channel to reduce channel erosion and allow for deposition of sediment. Check dams are effective for sediment control within un-stabilized concentrated flow paths on the construction site such as swales, ditches, or channels. Typically, check dams are constructed of rock, sand / gravel bags or fiber rolls. Effective check dams will collect sediment behind each check dam which must be removed regularly to maintain the performance of the check dam. Check dams should not be constructed with straw bales or silt fence. <u>Reference:</u> CASQA SE-4, SE-5, SE-6, SE-8</p>

Table 8: Street Cleaning BMPs

Street Cleaning: Cleaning streets and other paved areas that have collected sediment and/or debris to prevent it from entering the storm drain system.	
Type	Description
Street Sweeping and Vacuuming	<p>Cleaning sediment from streets and roadways to reduce the potential discharge to storm drain inlets or receiving waters. Sweeping and vacuuming should be implemented on all paved areas within and adjacent to construction sites. Inspect and maintain areas subject to sediment tracking on a daily basis. Utilize methods that collect and remove sediment instead of methods that simply spread the sediment around. <u>Reference:</u> CASQA SE-7</p> 

3.4.3 Wind Erosion Control (WE)

Wind Erosion Control is any practice that protects the soil surface and prevents the soil particles from being detached by wind. Wind Erosion Control is also referred to as dust control.

Table 9: Wind Erosion Control BMPs

Wind Erosion Control: Covering or wetting exposed soil to prevent erosion by-way-of wind.	
Type	Description
Wind Erosion Control	<p>Preventing wind from causing erosion or dust. Examples include: wet suppression, chemical dust suppression, covering exposed sediment, and minimizing disturbed area through scheduling. Wind erosion control should be implemented at every construction project throughout all disturbed areas. Wet suppression is sufficient for most projects if implemented regularly. Other requirements (Clean Air Act, Air Quality Management Districts, etc.) typically address wind erosion control. Chemical dust suppression should only be implemented when it will have no negative environmental impacts. <u>Reference:</u> CASQA WE-1</p>

Wind Erosion Control:

Covering or wetting exposed soil to prevent erosion by-way-of wind.

Type	Description
	

3.4.4 Tracking Control (TC)

Tracking Control is any practice that prevents or reduces the amount of sediment that is tracked to paved areas from unpaved areas by vehicles or construction equipment.


Table 10: Tracking Control BMPs


Tracking Control: Reducing the amount of sediment that leaves the site from vehicles and construction equipment.	
Type	Description
Stabilized Construction Entrance / Exit	<p>Constructing a stabilized surface where sediment can be dislodged from vehicle and equipment tires before being tracked onto off-site paved roads. Stabilized construction entrance / exits should be implemented at every construction project to prevent sediment tracking from the site. Stabilized construction entrances / exits should be 50 feet or more in length. The most common method is to place 3-6 inch rock at least 1 foot high over filter fabric. Additional rock may need to be added as sediment accumulates. Rumble plates can be added for additional sediment removal. Tracking controls are a minimum BMP requirement of the CGP. <u>Reference:</u> CASQA TC-1</p> 

3.4.5 Non-Stormwater Management (NS)

Non-stormwater management is any practice that limits or reduces potential pollutants at their source before they are exposed to stormwater. Non-stormwater management typically involves day-to-day operations of the construction site and is usually under the control of the contractor. Non-stormwater management is often referred to as good housekeeping practices.

Table 11: Non-Stormwater Management BMPs


Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	Description
Vehicle and Equipment Pollution Prevention	<p>Preventing, containing, and disposing of pollutants from cleaning, fueling, and maintaining vehicles and equipment. Vehicle and equipment pollution prevention should occur at every construction project that cleans, fuels, or maintains vehicles or equipment. All cleaning, fueling, and maintenance performed on the site should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Avoid “topping-off” of fuel tanks. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Use drip pans or a secondary containment area for fueling and maintenance. Inspect for equipment leaks daily. Prevent wash water from entering storm drain system. <u>Reference:</u> CASQA NS-8, NS-9, NS-10</p> 
Dewatering Operations	<p>Managing and/or treating the discharge of accumulated stormwater or non-stormwater (groundwater or water used during construction activities) to prevent unauthorized discharge. Dewatering operations should be implemented for any discharge of accumulated stormwater or non-stormwater. Primary concern with accumulated stormwater is sediment. Common methods for reducing sediment from a discharge are sediment traps / basins, weir tanks, dewatering tanks, filter bags / socks, media / cartridge filters. Risk Level and LUP Type 2 and 3 projects must sample accumulated stormwater discharge. As an alternative, accumulated stormwater can be pumped to another area on the site for infiltration to eliminate the need to discharge. Non-stormwater discharges typically require a separate discharge permit. An example of a dewatering filter bag for stormwater dewatering discharges is provided below. <u>Reference:</u></p>

Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	Description
	CASQA NS-2 
Paving and Grinding Operations	Managing paving and grinding operations to reduce the potential for pollutant discharge. Paving and grinding operations should be implemented at every construction project that involves paving, resurfacing, or saw cutting. Avoid paving operations when rain is forecasted. Grindings, saw-cutting slurry, and waste / debris must be collected and recycled or properly disposed of; none of this should be allowed to enter the storm drain system. Do not apply seal coat, tack coat, slurry seal, or fog seal if rain is forecasted within the curing period. <u>Reference:</u> CASQA NS-3

3.4.6 Waste Management and Materials Pollution Control (WM)

Waste management and materials pollution control are practices that limit or reduce or prevent the contamination of stormwater by construction wastes and materials. Potential wastes include solid, sanitary, concrete, hazardous, and equipment-related. Waste management and materials pollution control is also often referred to as good housekeeping practices.

Table 12: Materials Pollution Management BMPs

Materials Pollution Management: Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	Description
Stockpile Management	<p>Covering or stabilizing stockpiles and providing sediment controls around the perimeter of stockpiles. Stockpile management should occur at every required stockpile within a construction project. Required stockpiles include those of soil, sand, PCC or AC rubble, cold mix asphalt, aggregate base or sub base, and treated wood. Stockpile management is effective against stormwater and wind erosion. All stockpiles can be covered with plastic or similar material. Alternatively, soil stockpiles may be protected with an erosion control (stabilization) practice. Raw materials such as cold mix treated wood should also be placed on top of plastic. Typical sediment controls placed around the perimeter of stockpiles are fiber rolls, silt fence, and sand / gravel bags. All stockpiles should be placed at least 50 feet away from downstream storm drain facilities. Reference: CASQA WM-3, SE-1, SE-5, SE-6, SE-8</p> 


Materials Pollution Management: Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	Description
Material Delivery, Storage, and Use	<p>Preventing and containing pollutant discharges from materials that are delivered, stored, and used on-site. Materials of concern include: petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, and other hazardous chemicals. Material delivery, storage, and use management should occur at every location of a construction project where materials of concern are delivered, stored, or used. All material delivery and storage should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Minimize the quantities of materials of concern. Store materials in an enclosed area with secondary containment. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors on proper spill prevention, control, and cleanup procedures. Avoid over-application of soil binders, pesticides, herbicides, and fertilizers. <u>Reference:</u> CASQA WM-1, WM-2, WM-4</p> 

Table 13: Waste Management BMPs

Waste Management: Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	Description
Spill Prevention and Control	<p>Preventing, controlling, and cleaning up spills to reduce pollutant discharges from construction activities. Spill prevention and control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, or other hazardous chemicals. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Do not bury or wash spills away with water. Keep absorbent spill cleanup materials available; dispose of used materials properly. Report significant spills (those that cannot be contained by personnel in the immediate vicinity) to a local agency, such as the Fire Department, for cleanup assistance. Additional agencies may need to be contacted in the event of a significant spill. <u>Reference:</u> CASQA WM-4</p>
Solid Waste Management	<p>Containing and disposing of debris and non-hazardous waste to prevent it from being discharged to the storm drain system. Solid waste management and materials pollution control should occur throughout every construction project for non-hazardous</p>

Waste Management:


Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.

Type	Description
	construction waste and scraps, trash from employees or subcontractors, and waste generated from demolition. Waste should be collected and contained in designated areas. Avoid using waste containers that do not have lids or are not watertight. Collect and dispose of loose trash and waste weekly. <u>Reference:</u> CASQA WM-5
Hazardous Waste Management	Containing and disposing of hazardous waste to prevent it from being discharged to the storm drain system. Hazardous waste management and materials pollution control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, pesticides, herbicides, fertilizers, wood preservatives, or other hazardous chemicals. Train employees and subcontractors proper hazardous waste management and materials pollution control procedures. Store hazardous wastes in an enclosed area with secondary containment. Do not allow hazardous wastes to infiltrate at the site. Avoid overfilling hazardous waste containers. Hazardous wastes should be handled as required by Title 22. For projects that require demolition, lead-, cadmium-, or chromium-based paints, asbestos, and PCBs may exist and will require special treatment. All hazardous waste storage should occur in a designated area at least 50 feet away from downstream storm drain facilities. Hazardous wastes should be disposed of by a licensed hazardous waste transporter. <u>Reference:</u> CASQA WM-6
Concrete Waste Management	Containing and disposing of concrete waste to prevent it from being discharged to the storm drain system. Concrete Waste Management should occur at every construction project where concrete is poured, saw cut, grinded, or demolished. Inform all employees and subcontractors that washout from concrete trucks and concrete waste should be collected in concrete washout. Concrete washouts should be watertight and prevent any concrete waste from being able to discharge to the storm drain system. Avoid allowing concrete washout to become greater than 75% full. Concrete demolition debris may be stored by following the stockpile management BMP. <u>Reference:</u> CASQA WM-8, WM-3



Waste Management:

Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.

Type	Description
	
Sanitary Waste Management	<p>Containing and disposing of sanitary waste to prevent it from being discharged to the storm drain system. Sanitary Waste Management should occur at every construction project that contains portable or permanent sanitary facilities. Avoid placing portable sanitary facilities in a concentrated flow path, such as a gutter. Use secondary containment under portable sanitary facilities. Contract a licensed sanitary and septic waste hauler to maintain portable sanitary facilities. All portable sanitary facilities should be located at least 50 feet away from downstream storm drain facilities. If a spill occurs, follow federal, state, and local regulations for containment and cleanup. <u>Reference:</u> CASQA WM-9</p>

3.4.7 Inspection and Maintenance Frequency Summary

	Santa Ana Region Criteria (only one need apply)			Inspection Frequency	
				Wet Season (Oct. – Apr.)	Dry Season (May – Sep.)
High	All sites 20 acres and larger	Sites over 1 acre tributary to Clean Water Act Section 303(d) waters listed for sediment or turbidity impairment.	Sites tributary to and within 500 feet of an Area of Special Biological Significance (ASBS).	Monthly	Conduct at a frequency to ensure that sediment and other pollutants are properly controlled and that unauthorized, non-stormwater discharges are prevented.
Medium	All sites between 5 to 20 acres where none of the other above criteria apply.			Twice during wet season	
Low	All sites less than 5 acres where none of the other above criteria applies.			Once during wet season	

When BMPs or BMP maintenance is deemed inadequate or out of compliance, an inspection frequency of once every week will be maintained until BMPs and BMP maintenance are brought into compliance (regardless of site prioritization).

San Diego Region Criteria (only one need apply)			Inspection Frequency	
			Wet Season (Oct. – Apr.)	Dry Season (May – Sep.)
All sites 30 acres or more in size with rough grading or active slopes occurring during wet season.	All sites one acre or more, and tributary to a CWA section 303(d) water body segment impaired for sediment or within or directly adjacent to, or discharging directly to, the ocean or a receiving water within an ESA.	Other sites determined by the Copermittees or the Regional Board as a significant threat to water quality.	Biweekly (Once every two weeks)	As needed during the dry season. Sites that meet any of the criteria for biweekly inspections during the wet season must be inspected at least once in August or September each year.
All sites one acre or larger where none of the above criteria apply.			Monthly	
All sites less than one acre where none of the above criteria apply.			As needed to ensure compliance with ordinances and MS4 Permit.	

Reinspection frequencies must be determined by each Copermittee based upon the severity of deficiencies, the nature of the construction activity, and the characteristics of soils and receiving water quality.

4 References

Web links to permits listed in Table 1.

- National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. Order number 2009-0009-DWQ. NPDES number CAS000002.
www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml
- Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated cities of Orange County within the Santa Ana Region. Order number R8-2009-0030. NPDES number CAS618030.
www.waterboards.ca.gov/rwqcb8/water_issues/programs/stormwater/oc_permit.shtml
- Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated cities of Orange County, and The Orange County Flood Control District Within the San Diego Region. Order number R9-2009-0002 NPDES number CAS0108740.
www.waterboards.ca.gov/rwqcb9/water_issues/programs/stormwater/oc_stormwater.shtml
- Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality. Order number 2003-0003-DWQ.
www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf
- General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts. Order number R8-2007-0041. NPDES number CAG918002.
www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2007/07_041_gen_wdr_sandiego_crk_11302007.pdf
- Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay. Order number R9-2008-0002. NPDES number CAG919002.
www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2008/r9-2008-0002.pdf
- General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality. Order number R8-2009-0003. NPDES number CAG998001.
www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf
- General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region. Order number R9-2010-0003. NPDES number CAG679011.
www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/r9-2010-0003.pdf

5 Glossary

ASBS – Area of Special Biological Significance. The Water Quality Control Plan for Ocean Waters of California (California Ocean Plan) designates 35 Areas of Special Biological Significance, two of which lie within the Santa Ana Regional Board jurisdiction:

- Newport Beach Marine Life Refuge (HU801.110)
- Irvine Coast Marine Life Refuge (HU801.110)

BMP – Best Management Practices (BMPs) are activities, practices, procedures, or facilities implemented to avoid, prevent, or reduce pollution of the stormwater system and receiving waters.

Common Plan of Development – Generally a contiguous area where multiple, distinct construction activities may be taking place at different times under one plan. A plan is generally defined as any piece of documentation or physical demarcation that indicates that construction activities may occur on a common plot. Such documentation could consist of a tract map, parcel map, demolition plans, grading plans or contract documents. Any of these documents could delineate the boundaries of a common plan area. However, broad planning documents, such as land use master plans, conceptual master plans, or broad-based CEQA or NEPA documents that identify potential projects for an agency or facility are not considered common plans of development.

Construction General Permit (CGP) – A National Pollution Discharge Elimination System (NPDES) permit (No. CAS000002) issued by the State Water Resources Control Board for the discharge of stormwater associated with construction and land disturbance activities of one acre or more (Order No. 2009-0009-DWQ).

Construction Project – any site for which building or grading permits are issued and where an activity results in the disturbance of soil such as soil movement, grading, excavation, clearing, road construction, structure construction, or structure demolition; and sites where uncovered storage of materials and wastes such as dirt, sand, or fertilizer occurs; or exterior mixing of cementaceous products such as concrete, mortar, or stucco will occur.

Demolition – an activity involving the demolishing or the destruction of a structure, facilities, or associated appurtenances.

Discharge – the release spill, leak, pump, flow, escape, leaching, dumping or disposal of any liquid, semi-solid, or solid substance.

Environmentally Sensitive Area (ESA) – includes but is not limited to all Clean Water Act Section 303(d) impaired water bodies; areas designated in the Ocean Plan as Areas of Special Biological Significance (ASBS) or by the State Water Resources Control Board (Water Quality Control Plan and amendments); water bodies designated with the RARE beneficial use by the State Water Resources Control Board (Water Quality Control Plan and amendments); areas designated as preserves or equivalent under the Natural Community Conservation Planning Program; and any areas designated as Critical Aquatic Resources (CARS) or other equivalent environmentally sensitive areas which have been identified by the County or city.

Erosion – the wearing away of the ground surface as a result of the movement of wind, water, and/or ice

Erosion Control – the activity of reducing or eliminating erosion by using a combination of Best Management Practices to protect adjacent private property, watercourses, public facilities, and receiving waters from an abnormal deposition of sediment or dust.

Erosion Control Plan – A plan (including drawings, specifications, or other requirements) detailing the methods of implementing an erosion control system.

Municipal Separate Storm Sewer System (MS4) – the street gutter, channel, storm drain, catch basin, constructed drain, lined diversion structure, wash area, inlet, outlet, or other facility, which is part of or tributary to the County-wide stormwater runoff system and owned, operated, maintained, or controlled by the County / city, and used for the purpose of collecting, storing, transporting, or disposing of stormwater.

NPDES Permit – NPDES is an acronym for National Pollution Discharge Elimination System. NPDES is the national program for administering and regulating Sections 307, 318, 402 and 405 of the Clean Water Act (CWA).

Non-stormwater – any runoff or discharge not entirely composed of stormwater.

Notice of Intent (NOI) – an application submitted by the owner / operator of a project that constitutes his intent to be authorized by an NPDES permit issued for stormwater discharges associated with the construction activity indicated.

Notice of Termination – a form to discontinue coverage under an NPDES general permit for stormwater discharges associated with industrial activity and stormwater discharges associated with construction activity.

Pollutant – any liquid, solid or semi-solid substances that will interfere with or adversely affect the beneficial uses of the receiving waters, flora, or fauna of the state. A more detailed definition is included in the Water Quality Ordinance. Generally, pollutants can include such items as:

- Artificial materials
- Household wastes
- Metals and Non-metals
- Petroleum and related hydrocarbons
- Animal wastes
- Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor
- Waste materials, sediment, and wastewater generated by construction sites and construction activities
- Pollutants defined by the Federal Clean Water Act
- Other constituents or materials, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials.

Post-Construction BMPs – Structural and non-structural controls which detain, retain, or filter the release of pollutants to receiving waters after construction is complete and final stabilization is attained.

Qualified SWPPP Developer (QSD) – Individual who is authorized per the requirements of Order No. 2009-0009-DWQ to develop and revise SWPPP's.

Qualified SWPPP Practitioner (QSP) – Individual assigned responsibility by the owner for non-stormwater and stormwater visual observations, sampling and analysis, and responsibility to ensure full compliance with the Construction General Permit and implementation of all elements of the SWPPP, including the preparation of the annual compliance evaluation and the elimination of all unauthorized discharges.

RARE – Rare, Threatened, or Endangered Species (RARE) Uses of water that support habitats necessary, at least in part, for the survival and successful maintenance of plant or animal species established under state or federal law as rare, threatened or endangered.

Receiving Water – A river, lake, ocean, stream, or other watercourse identified in the Basin Plan into which waters may be discharged.

Regional Board – Regional Water Quality Control Boards administer water quality requirements within a watershed region. There are nine Regional Boards under the SWRCB. The SWRCB is one of five branches of the California Environmental Protection Agency The San Diego Regional Board and the Santa Ana Regional Board have jurisdiction in Orange County.

Runoff – Water originating from rainfall, melted snow, and other sources (e.g., sprinkler irrigation) that flows over the land surface to receiving waters.

Run-on – Off site stormwater surface flow which enters your site.

Scour – The erosive and digging action in a watercourse caused by flowing water.

Secondary Containment – Structures, usually dikes, berms, or large containers, surrounding tanks or other storage containers, designed to catch spilled material to prevent it from being discharged.

Sediment – Solid particulate matter, both mineral and organic that comes from the weathering of rock.

Sedimentation – The process of depositing soil particles, clays, sands, or other sediments that were picked up by runoff.

Sheet Flow – Flow of water that occurs overland in areas where there are no defined channels where the water spreads out over a large area at a uniform depth.

Storm Drains – Above- and below-ground structures for transporting stormwater to streams or outfall for flood control purposes.

Stormwater – Urban runoff and snowmelt runoff consisting only of those discharges, which originate from precipitation events.

Stormwater Pollution Prevention Plan (SWPPP) – Document required by the General Construction Permit to be developed and implemented by construction sites with 1 acre or greater of soil disturbance, or less than 1 acre but part of a greater common plan of development. The SWPPP emphasizes the use of appropriately selected, correctly installed, and maintained

pollution reduction BMPs. This approach provides the flexibility necessary to establish BMPs that can effectively address source control of pollutants during changing construction activities.

State Water Resources Control Board (SWRCB) – California agency that implements and enforces water quality and NPDES permit requirements and oversees the Regional Boards.

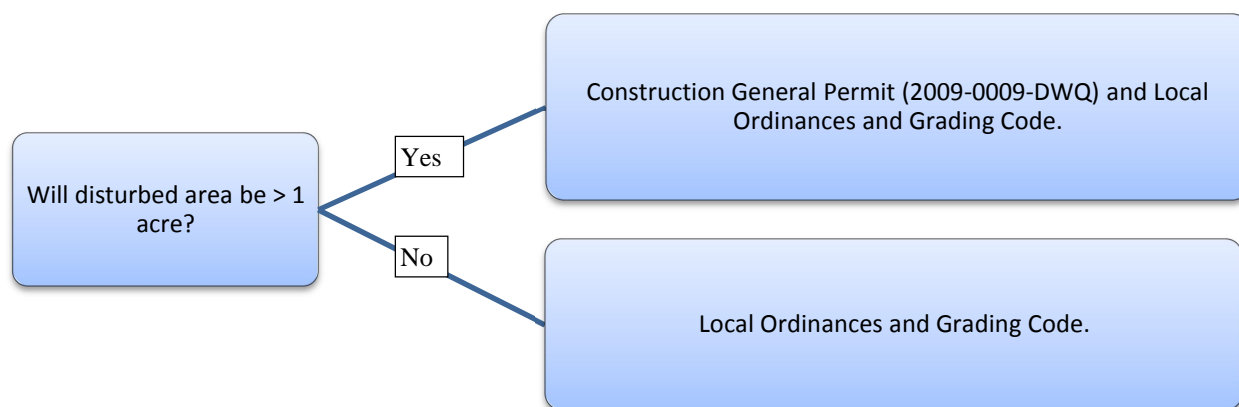
Waste Discharge Identification (WDID) Number – an identification number assigned by the State Water Resources Control Board upon receipt of a complete NOI.

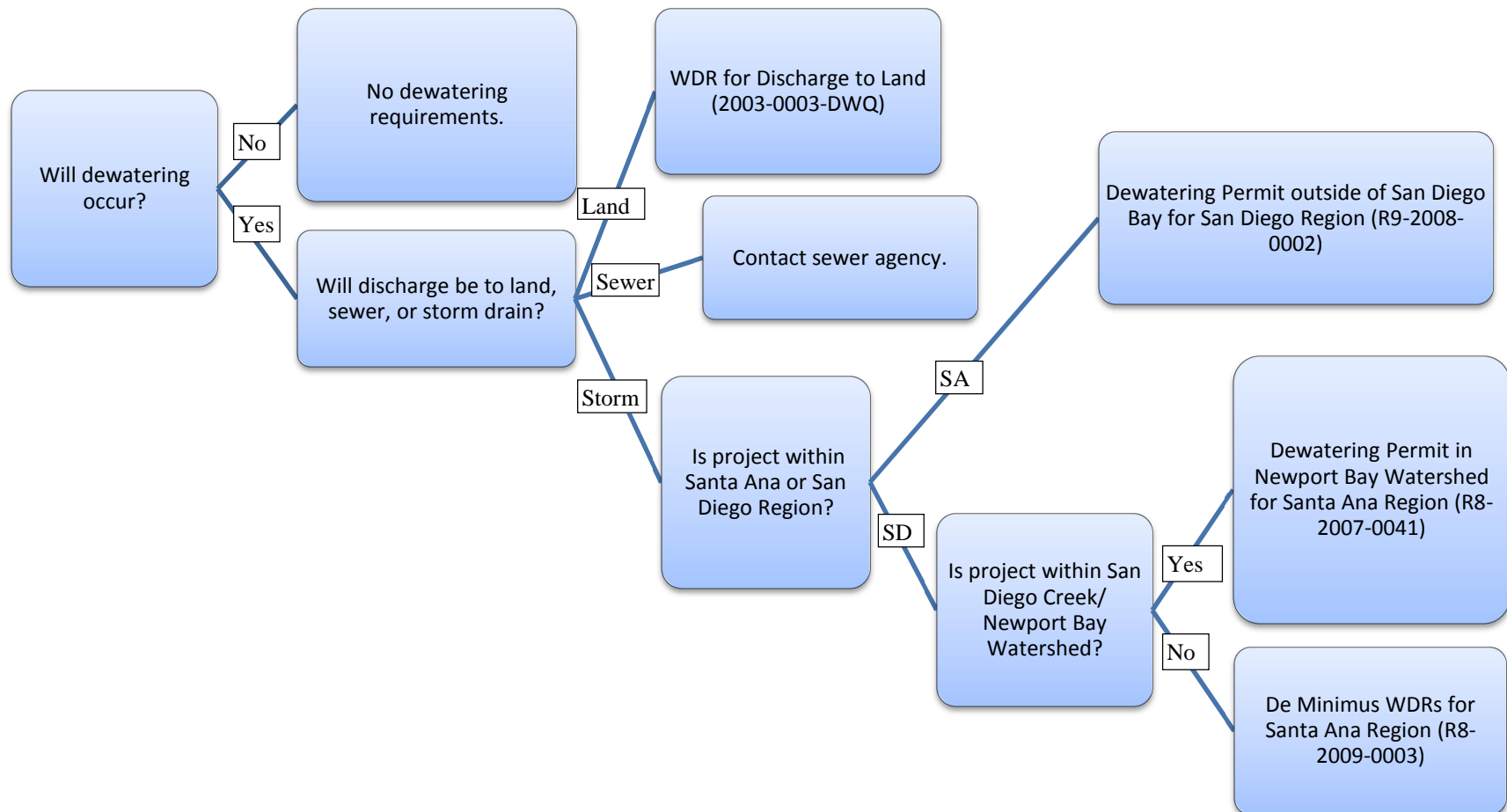
Appendix A: Permit Determination Flowcharts

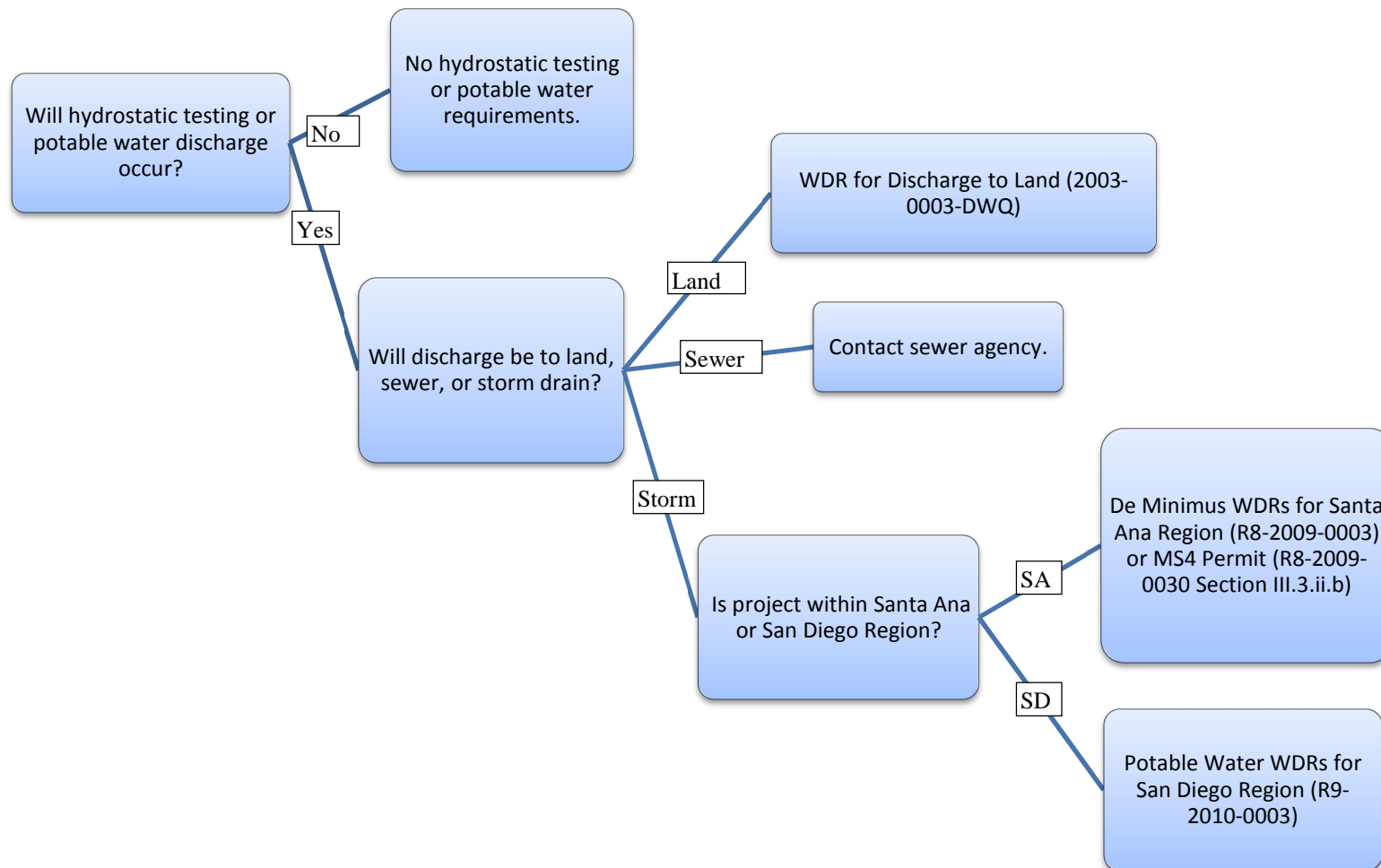
This appendix includes flowcharts for project owners or developers to quickly determine which permits are required for a particular project and a short description of each permit. For each project, follow the questions in each of the three flow charts to determine construction permitting and site management requirements. For example if a project is less than an acre, but requires dewatering, the reader should quickly understand that the CGP does not apply to them, but that they need to read more about dewatering permits.

To use this appendix, follow Steps 1-3 for each project. After following the steps, refer to Sections 2.1 and 2.2 for details on the specific permits and ordinances that may affect your project.

Step 1: Project Size



Step 2: Dewatering

Step 3: Hydrostatic Testing or Potable Discharge

Appendix B: Permit Descriptions

1. Construction General Permit (2009-0009-DWQ / CAS000002)

Note: This Section applies only to projects with greater than or equal to one acre of disturbed area.

In 2009, the State Water Resources Control Board (SWRCB) adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP).

The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

The following briefly summarizes the process for a construction project that is subject to the CGP:

- The project owner, Legally Responsible Person (LRP), is responsible for obtaining CGP coverage. Permit coverage is obtained by preparing and certifying the Permit Registration Documents (PRDs). PRDs must be uploaded and certified by the LRP in the SWRCB Storm Water Multi Application Report Tracking System (SMARTS, <https://smarts.waterboards.ca.gov/>).
- Each project subject to the CGP requires the services of a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). These titles are defined in the CGP, Section VII.
- Each year an Annual Report must be submitted and certified in SMARTS. The reporting period is from August 1 to June 30 and Annual Reports are due on September 1.
- After construction is completed and the site fully complies with the final stabilization requirements of the CGP, the owner must terminate permit coverage through SMARTS.

2. MS4 Permit for Santa Ana Region (R8-2009-0030 / CAS618030)

In 2009, the Santa Ana Regional Board issued its fourth term MS4 permit, Order No. R8-2009-0030. This permit regulates stormwater discharge from municipal storm drain systems. The permit is issued to the County of Orange and the cities within the Santa Ana Region boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best

Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

3. MS4 Permit for San Diego Region (R9-2009-0002 / CAS0108740)

In 2009, the San Diego Regional Board issued its fourth term NPDES permit, Order No. R9-2009-0002. This permit regulates stormwater discharge from municipal storm drain systems. The permits issued to the County of Orange and the cities within the San Diego Region Boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

4. WDRs for Discharge to Land (2003-0003-DWQ)

This permit, Order No. 2003-0003-DWQ, applies to projects that discharge to land where the discharge has a low threat to water quality. These are typically low volume discharges with minimal pollutant concentrations. The primary difference between this permit and the permits described in herein is the destination of the water. This permit regulates discharges to land, while the following two sections discuss discharges to storm drains or receiving waters. For instance, if a dewatering discharge will be piped to an infiltration basin during construction, this permit should be used.

5. De Minimis WDRs for Santa Ana Region (R8-2007-0041 / CAG918002 and R8-2009-0003 / CAG998001)

There are two permits within the Santa Ana Region that regulate dewatering discharges to a storm drain or receiving water. Order No. R8-2007-0041, NPDES No. CAG918002, regulates dewatering discharges in the San Diego Creek / Newport Bay watershed. And, Order No. R8-2009-0003, NPDES No. CAG998001, amended by R8-2012-0062, regulates dewatering discharges for the Santa Ana Region. Refer to the permit text for specific circumstances allowing projects to be covered under the region-wide permit even though it is located within the San Diego Creek / Newport Bay watershed.

Dischargers subject to the San Diego Creek / Newport Bay Permit (Order No. R8-2007-0041) formed a Working Group and funded the development of a Work Plan to develop a management plan for nitrate and selenium discharges to surface waters that result from groundwater-related inflows. If those entities that participate in the Working Group (refer to Order for enrollees list), can demonstrate that compliance with the numeric selenium effluent limitations identified in the Order is infeasible, the groundwater-related discharge is allowed provided that the Working Group implements the Work Plan in a timely manner and that the discharger fulfills its financial and participatory requirements established by the Group. For dischargers who are not participating in the Working Group and cannot comply with the numeric effluent limitations, the discharger must either not proceed with the planned discharge or must identify and participate in a program that assures that selenium discharges in excess of those allowed by the Order are offset on at least a one-to-one basis.

To obtain coverage under either of these permits, the general guidelines below should be followed:

Existing Dischargers

1. Submit an updated Notice of Intent (NOI) to continue discharging; and
2. A copy of the current Monitoring and Reporting Program along with any proposed treatment modifications.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the Nitrogen and Selenium Management Program (NSMP).

New Dischargers

At least 45 days (180 days if applying under Order No. R8-2007-0041) before the start of a new discharge, the Discharger needs to submit an application for coverage and obtain a letter of authorization from the Executive Officer for the dewatering discharge. The application needs to include:

1. A Notice of Intent (NOI) to be covered under the Order.
2. A site characterization study that identifies the presence of contaminated groundwater onsite (constituents of concern listed with the Orders), its properties, and a three-dimensional assessment of the extent of concentration of contaminants in the subsurface; which includes a description of the geologic and hydrologic factors that control the migration of the contaminants; and, if adjacent to a contaminated site, the Discharger has to evaluate the depth and flow rate of the extraction as well as the possibility of extracting the contaminated groundwater from the adjacent site.
3. A report including the following:
 - a. A list of constituents and the discharge concentration of each constituent from each source (See the Order for constituent of concern); and for coverage under Order No. R8-2007-0041 only, a chemical analysis of the untreated groundwater for organic pollutants using EPA method 8260B (See the Order for specific constituent testing and reporting requirements);
 - b. Estimated average and maximum daily flow rates in million gallons per day (mgd), the frequency and the expected start date and duration of the discharges;
 - c. Proposed discharge location(s) and the latitude and longitude of each discharge point;
 - d. A description of the proposed treatment system (if applicable);
 - e. The affected receiving water and a map showing the path from the point of initial discharge to the ultimate receiving water; and
4. Any other information deemed necessary by the Regional Board Executive Officer.

It should be noted that coverage under Order No. R8-2007-0041 requires several extra steps and it is highly recommended to review those requirements within the Order. Some of those additional items are:

1. An evaluation of selenium and nitrogen concentrations and the feasibility of meeting the numeric effluent limitations specified in the Order. The conclusion of which has varying impacts on coverage as specified in the Order;
2. A fixed hardness value for sites polluted with metals needs to be submitted for approval by the Regional Executive Officer as outlined in the Order; and
3. A description of run-on, interception and diversion of runoff.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the NSMP.

6. Dewatering Permit Outside of San Diego Bay for San Diego Region (R9-2008-0002 / CAG919002)

This permit, Order No. R9-2008-0002, applies to discharges of extracted groundwater to receiving waters or storm drains within the San Diego Regional Board jurisdiction (South of El Toro Road). To qualify for this permit, a laboratory analysis of the groundwater must show that the water quality is within the limits set by the permit. The permit requires sampling and analysis of dewatering discharges, and reporting to the Regional Board on a periodic basis.

7. Potable Water Discharges in Santa Ana Region (R8-2009-0003 / CAG998001)

The permit identified in Section 2. 1 for de minimus discharges, Order No. 2009-0003, is also the permit that applies to discharges of potable water during construction. This may include discharges of hydrostatic test water for pipes or tanks.

8. Potable Water Discharges in San Diego Region (R9-2010-0003 / CAG679011)

This permit, Order No. R9-2010-0003, regulates discharges of hydrostatic test water and/or potable water to storm drains or receiving waters in the San Diego Region, to all receiving waters except for San Diego Bay and its tributaries. Activities covered may include discharge from testing, repair and maintenance of pipelines, tanks and vessels dedicated to drinking water purveyance.

Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary

Background

The County of Orange conducted a field evaluation of five erosion control BMPs to evaluate their effectiveness in the field. A full copy of the Erosion Control Best Management Practices Field Evaluation (Study) may be found on the OC Watersheds website (http://www.ocwatersheds.com/documents/OCerosionControl_FINALReportJan07II.pdf), and a brief summary of the Study is provided here. The Study included development of a study plan, selection of an appropriate test site with soils and slopes commonly found in Orange County, selection of erosion controls for evaluation, study implementation, monitoring and maintenance of the test plots.

BMPs Selected

Four erosion control BMPs were selected for the Study:

- UltraTack- UltraTack is a low molecular weight polyacrylamide product. UltraTack is a spray on binder or tackifier, and is nontoxic to plant and animal life. UltraTack must be applied 24 hours prior to a storm event, and must be reapplied as needed, but generally every three months at a minimum.
- EarthGuard – EarthGuard is a high molecular weight polyacrylamide product. Earth Guard is a spray on binder and is nontoxic to plant and animal life. It is effective immediately, even when applied during a rain event, and may provide erosion control for up to three months.
- EarthGuard Fiber Matrix (recycled paper mulch and wood fiber mulch) – This BMP combines Earth Guard and fiber to form a matrix that provides erosion control for a full rainy season. The binder plus fiber harden after application to form a crust that protects soil from raindrop impact. Two types of EarthGuard fiber mulch were used; one consisting of 100% recycled paper mulch, and the other wood fiber mulch.
- Landscaping Mulch – The wood mulch tested for this study was a typical landscaping mulch made of shredded wood mulch and bark. Wood mulch helps reduce soil erosion by protecting bare soil from rainfall impact, increasing infiltration and reducing runoff.

Test Plots

A total of fifteen test plots were used in the Study, three for each of the BMPs selected. Each BMP was tested on a slope of 2% (flat slope), 5% (mild slope) and 50%. Each test plot was approximately 25 feet by 100 feet, with flow in the long direction.

Test Period

Each of the test plots was observed over the course of the 2004-2005 wet season. Observations of the performance of each type of control were made before and after forecast events, as well as once per month. The condition of each test plot and the location and mechanism of any failures were documented, along with evidence of erosion and unraveling of erosion control materials.

Findings

The 2004-2005 water year was one of the wettest on record, with the Study site receiving over twice the normal amount of precipitation for the area. The relative performance of the selected erosion controls was evaluated qualitatively using the results of the visual monitoring. BMPs were considered to have “failed” when rilling or similar evidence of erosion became visually apparent. In general, the hydro mulches outperformed the binders; whereas landscape mulch performed best on all slopes. The binders and hydro mulches did not hinder growth of volunteer vegetation. Although seed mix was not added to the controls, new vegetation was observed on all test plots except for the landscape mulch.

Recommendations

The Study provides erosion control recommendations based on the findings of the Study (see **Table C-1**). These recommendations are based on appropriate slope, application rate, duration of effectiveness, application methods, inspection requirements and costs

Table C-1: Recommendations from the Erosion Control Best Management Practices Field Evaluation

EC Control	Amount Rain / Duration ¹		Appropriate Site Applications	Application Methods	Inspection Requirements	Costs
	Flat Area (< 5%)	Slope Area (> 5%)				
PAM (low weight)	1"; 1 storm	Not recommended	Temporary, single storm event; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	\$1.30 – \$5.50 / lb (material cost only)
PAM (high weight)	< 2"; 2+storm	1"; 2+ storm	Temporary, two storm events; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	\$1.30 – \$5.50 / lb (material cost only)
Wood Hydro-mulch ²	<12"; 1 season	<12"; 1 season	Steep slopes, steeper than 3:1; high erosion potential slopes; slopes where anchored mulch is needed; disturbed areas where plants slow to develop; stockpiles; slopes adjacent to ESAs	3,000 lb / acre to 4,000 lb / acre based on the manufacturer's recommendation, 12-24 hours to dry and become effective	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the non-rainy season (nrs)	\$6,000 per acre
Landscape Mulch ³	< 12"; 1 season	< 12"; 1 season	Flat areas, steep slopes, cohesive soils	Distribute by hand or use pneumatic methods, 2-3- inch depth (thickness) per CASQA guidance	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the nrs	\$4,000 per acre

¹ When used per manufacturer recommendations.

² When used with a high-weight binder. Hydro mulch consisting only of paper fiber is not recommended. Wood hydro mulch may not contain more than 25% paper fiber.

³ Tested at about 5-inch depth (thickness).

APPENDIX D

FAITHFULL PERFORMANCE BOND SAMPLE

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of _____ (“Public Agency”), has awarded to _____

_____ (“Principal”)

(Name and address of Contractor)

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

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____ ,

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications

accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

APPENDIX E

LABOR AND MATERIAL BOND SAMPLE

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of _____ (“Public Agency”), State of California, has awarded to _____

_____ (“Principal”)

(Name and address of Contractor)

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

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time

within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

SECTION C

PROPOSAL

for the
BERRY STREET SIDEWALK
CIP PROJECT NO. 7324

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.

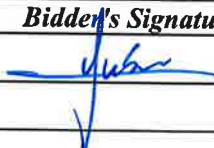
BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth 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 Bidder's Bond in the amount of \$ 10% of G.A.B. which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond" as the case may be).

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	07/13/2022	



**BERRY STREET SIDEWALK
CIP PROJECT No. 7324
CITY OF BREA, CALIFORNIA**

**ADDENDUM NUMBER 01
July 13, 2022**

Notice to All Bidders:

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

1) CONTRACT DOCUMENTS SPECIFICATIONS:

Bid Opening date is changed to August 9, 2022, at 2 P.M.

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

CITY OF BREA PUBLIC WORKS DEPARTMENT

Raymond Contreras
Associate Engineer

Cc: Lillian Harris-Neal, City Clerk

This is to acknowledge receipt and review of Addendum No. 01, dated July 13, 2022. 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.

BID FORM
BERRY STREET SIDEWALK
CIP PROJECT NO. 7324

Bidder: Towo Enterprise Inc

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization and Demobilization (5% Max)	1 LS	Lump Sum	\$16,000.00
2.	Traffic Control and Construction Phasing	1 LS	Lump Sum	\$35,000.00
3.	BMP Implementation and Monitoring	1 LS	Lump Sum	\$8,000.00
4.	Remove and Replace Unsuitable Subgrade*	107	CY	\$5,350.00
5.	Remove & Reconstruct PCC Sidewalk Per City of Brea Std. Plan 103-0	9,483 SF	\$ 13.75 /SF	\$130,391.25
6.	Remove & Reconstruct New Driveway Approach Per City of Brea Std. Plan 105-0	8 EA	\$ 6,000.00 /EA	\$48,000.00
7.	Remove & Reconstruct PCC Curb Ramp Per City Std. Plan 107-0	3 EA	\$ 4,500.00 /EA	\$13,500.00
8.	Remove & Reconstruct PCC Curb and Gutter	58 LF	\$ 120.00 /LF	\$6,960.00
9.	Remove & Reconstruct PCC Curb	588 LF	\$ 35.00 /LF	\$20,580.00
10.	Remove & Construct New Concrete Block Slough Wall	535 LF	\$ 35.00 /LF	\$18,725.00
11.	Remove and Reconstruct 6" PCC Driveway Pad	3 EA	\$ 5,500.00 /EA	\$16,500.00
12.	Remove and Reconstruct 4" AC Driveway Pad	4 EA	\$ 1,000.00 /EA	\$4,000.00
13.	Tree Removal	10 EA	\$ 1,200.00 /EA	\$12,000.00
14.	Remove and Reconstruct 8" Thick Spandrel	467 SF	\$ 20.00 /SF	\$9,340.00
15.	Relocate Private Sign	1 EA	\$ 1,500.00 /EA	\$1,500.00
16.	Landscape and Irrigation	1 LS	Lump Sum	\$25,000.00

Total: Bid in Figures: \$ 370,846.25

Total: Bid in Words: Three Hundred Seventy Thousand Eight Hundred Forty-Six Dollars and Twenty-Five Cents

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

2. Item 4 of the bid schedule is contingent upon unsuitable subgrade encountered and directed to be removed and replaced by the Engineer.

LIST OF SUBCONTRACTORS

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

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
#13	3%	Treesmith Enterprises, Inc 1551 N. Miller St., Anaheim, CA 92806 julio@treesmith.net	802705	C27, C-61/D49	1000001838
#3	1%	Zila Stormwater Management & Civil Engineering 10880 Wilshire Blvd Ste 1101, Los Angeles, CA 90024 alex@zilaco.com	C4212634	N/A	1000062414

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

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

Towo Enterprise Inc

Name of Bidder


Signature of Bidder

2536 Fender Ave Suite D, Fullerton, CA 92831

Address of Bidder

Subscribed and sworn to before me this 8th day of August, 20 22.

NOTARY PUBLIC See Attached

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On August 8, 2022 before me, Sally Eun Choi Notary
Date Insert Name and Title of the officer

Public, personally appeared Yun Su Chung

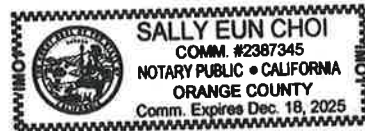
Name(s) of Signer(s)

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]



OPTIONAL

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

Description of Attached Document

Title or Type of Document: Noncollusion Declaration Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signers 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 Yun Su Chung, President
Firm Towo Enterprise Inc
Date 08/08/2022

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 **BERRY STREET SIDEWALK, CIP PROJECT NO. 7324**, (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.

Towo Enterprise Inc

Contractor

By

Yun Su Chung, President

Title

Date: 08/08/2022

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes

☒ No

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

N/A

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

COMPENSATION INSURANCE CERTIFICATE

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

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

Towo Enterprise Inc

Contractor

By

Yun Su Chung, President

Title

Date: 08/08/2022

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Towo Enterprise Inc
Bidder Name

2536 Fender Ave Suite D
Business Address

Fullerton CA 92831
City, State Zip

(714) 770-0379
Telephone Number

luichung@towoenterprise.com
Email Address

986567, A - General Engineering
State Contractor's License No. and Class

1000041158
DIR Registration Number

09/06/2013
Original Date Issued (Contractor's State License)


09/30/2023
Expiration Date

The work site was inspected by Yun Su Chung of our office on August 4, 2022

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

<u>Yun Su Chung, President</u>	<u>[Signature]</u>
<u>Yun Su Chung, Secretary</u>	<u>[Signature]</u>
<u>Yun Su Chung, Treasurer</u>	<u>[Signature]</u>
<u>Yun Su Chung, Manager</u>	<u>[Signature]</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.

Towo Enterprise Inc
Company Name

Signature of Bidder
Yun Su Chung, President
Printed or Typed Signature

Subscribed and sworn to before me this 8th day of August, 2022.

NOTARY PUBLIC See Attached 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, Anaheim, CA 92805
Name and Address of Public Agency
Name and Telephone No. of Public Agency Project Manager: Lorenzo Rea, 714-765-6893

<u>\$382,650.00</u>	<u>Concrete Facilities Removal and Replacement Phase 7 - Citywide</u>	<u>06/24/2022</u>
Contract Amount	Type of Work	Date Completed
 2. City of Norwalk, 12700 Norwalk Blvd, Norwalk, CA 90650
Name and Address of Public Agency
Name and Telephone No. of Public Agency Project Manager: Damian Rosales, 562-929-5527

<u>\$351,050.00</u>	<u>Citywide Annual Sidewalk/Concrete Repair and Replacement</u>	<u>05/13/2022</u>
Contract Amount	Type of Work	Date Completed
 3. City of La Puente, 15900 E Main Street, La Puente, CA 91744
Name and Address of Public Agency
Name and Telephone No. of Public Agency Project Manager: Rey Alfonso, 626-855-1540

<u>\$588,155.00</u>	<u>La Puente Community Park Public Works Yard Access Road</u>	<u>04/01/2022</u>
Contract Amount	Type of Work	Date Completed
- | | | |
|------------------------------|-------------|-----------------------------|
| Berry Street Sidewalk | C-11 | CIP Project No. 7324 |
|------------------------------|-------------|-----------------------------|

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On August 8, 2022 before me, Sally Eun Choi Notary
Date Insert Name and Title of the officer

Public, personally appeared Yun Su Chung

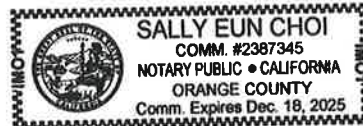
Name(s) of Signer(s)

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: 



OPTIONAL

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

Description of Attached Document

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

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

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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?

9 Years

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

☐ Yes

☒ No

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

N/A
Case Number

N/A
Bankruptcy Court

Date Filed

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

☐ Yes

☒ No

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

N/A
Case Number

N/A
Bankruptcy Court

Date Filed

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

If “yes,” explain on a separate page.

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

N/A %

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Towo Enterprise, Inc.

as PRINCIPAL, and

Argonaut 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 Their Greatest 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 "**Berry Street Sidewalk, CIP Project No. 7324**"

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on August 9, 2022."

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 29th day of July, 20 22.

Towo Enterprise, Inc.

Principal

By:

Yun Su Chung
Yun Su Chung, President

Argonaut Insurance Company

c/o CMGIA, 20335 Ventura Blvd., Ste. 426, Woodland Hills, CA 91364

Christopher Coronel
Surety Christopher Coronel, 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 **SEE ATTACHED**)
)

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 August 8, 2022 before me, Sally Eun Choi Notary
Date Insert Name and Title of the officer

Public, personally appeared Yun Su Chung

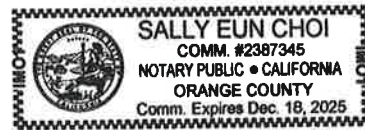
Name(s) of Signer(s)

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]



OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signers Name: _____

☐ Corporate Officer – Title(s) _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Bond No.: CMGB00014419

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio, Christopher Coronel

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

Gary E. Grose

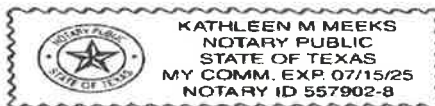
Gary E. Grose, President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 29th day of July, 2022.



Austin W. King

Austin W. King, Secretary

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

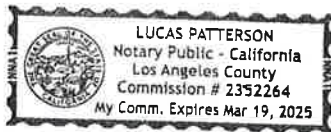
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On JUL 29 2022 before me, Lucas Patterson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Christopher Coronel
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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 09/13/2022

SUBJECT: Award the Country Hills Subdivision Pavement and Water Improvements, Phase 2, CIP Project No. 7322

RECOMMENDATION

1. Approve the Plans and Specifications;
2. Receive bids;
3. Award Contract to the lowest responsive and responsible bidder, Gentry Brothers, Inc. in the amount of \$2,125,523.60; and
4. Authorize the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

BACKGROUND/DISCUSSION

The overall Country Hills Subdivision Pavement and Water Improvements, CIP 7322 was programmed within the FY 2021-22 Capital Improvement Program ("CIP"). The Project is located within the Country Hills Subdivision, which is east of Associated Road, south of Lambert Road, and west of Kraemer Boulevard. The project is currently under construction to replace existing watermains and appurtenances, water services, and complete street pavement rehabilitation.

During construction, there were several existing water main breaks within areas that were not programmed for water main replacement, and were only programmed for water service replacement. Therefore, staff worked with the Contractor, Williams Pipeline Contractors, Inc. ("Williams"), to revise the scope of work through a Contract Change Order to delete certain areas of the project, add additional water main replacement work, and remain within the Contract amount plus contingency. The original project included approximately 12,000 linear feet of water main replacement. The revised scope of work, depicted as Stage 2 in Attachment A, includes an additional 7,000 linear feet of water main replacement for a total of approximately 19,000 linear feet of new water main with new services and appurtenances. To date, all water work improvements within the revised area, depicted as Stage 1 in Attachment A, is complete with pavement rehabilitation work scheduled for November 2022.

Based on the revised project scope, as part of the current Contract with Williams, staff began working with the Engineer of Record, BKF Engineering (BKF), to develop a Phase 2 set of plans to complete all water and pavement improvements from the deleted areas within the original scope of work. Therefore, the Phase 2 project entitled "Country Hills Pavement and Water Improvements, Phase 2 Project" ("Project") work limits include the deleted streets from the original project. These streets include Carrotwood Drive, Country Club Drive, and

Raintree Drive, a portion of Branch Lane, Ambling Drive, Flanders Court, Chelsea Court, and Edgemont Lane (see Stage 2 in Attachment A). This phase of the Project was programmed with additional funding in the FY 2022-23 CIP budget.

On June 24, 2022, the Final Plans and Specifications ("Bid Documents") were accepted by staff, and the Project was advertised for bids on the CIPlist.com website and subsequently published in the Star Progress paper prior to bid opening. A hard copy of the Bid Documents is available at the City Clerk's office for review (see Attachment B). There was one addendum to the Specifications, which amended the City's water testing requirements. Therefore, staff recommends City Council approve the Plans and Specifications with Addendum No. 1 as bid.

On July 19, 2022, staff received a total of eight (8) bid proposals. Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$2,125,523.60 from Gentry Brothers, Inc. ("Gentry") from Irwindale, CA (see Attachment C).

Below are the results of the eight (8) bids received as read within Table 1:

Table 1 - Total Bid Summary

Bid Number	Bidder	Amount Bid
1.	Gentry Brothers, Inc.	\$2,125,523.60
2.	Williams Pipeline Contractors, Inc.	\$2,132,270.00
3.	Cedro Construction	\$2,143,382.90
4.	AID Builders, Inc.	\$2,192,190.00
5.	CEM Construction	\$2,327,045.00
6.	Stephen Doreck Equipment Rentals, Inc.	\$2,461,075.00
7.	Sully-Miller Contracting, Co.	\$2,523,000.00
8.	TE Roberts	\$2,636,655.00
	Engineer's Estimate	\$1,900,000.00

Gentry Brothers, Inc. has been in the construction business for 44 years and has completed construction of similar improvement projects for the cities of West Covina, Montebello, and Alhambra. The company has a valid contractor's license and has received a satisfactory rating according to the references. Therefore, staff recommends that the City Council consider awarding a Construction Contract to Gentry in the amount of \$2,125,523.60.

Moreover, staff solicited proposals from Soils and Geotechnical firms through the formal Request for Proposal process to provide the material testing scope of work for the Project. Therefore, staff will return to City Council prior to the construction start date, estimated around early November 2022, with a recommendation to consider approving a project specific Professional Services Agreement with the preferred Soils and Geotechnical Firm upon completion of the proposal review and selection process.

SUMMARY/FISCAL IMPACT

The Phase 2 Project was programmed in the FY 2022-2023 CIP with a budget amount of \$2,600,000 consisting of Water Fund (420), Measure M (260), and Gas Tax (220). The Project will install approximately 4,000 linear feet of new water main with services and water appurtenances, ADA compliance items, and complete the street pavement rehabilitation within the Stage 2 project limits. Staff is recommending the City Council approve the plans and specifications, receive bids, award Contract to Gentry Brothers, Inc. in the amount of \$2,125,523.60, and authorize the City Engineer to issue change orders up to a "not-to-exceed" amount of 10% of the Contract amount. There are no impacts to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Raymond Contreras, Associate Engineer

Concurrence: Michael Ho, Public Works Director/City Engineer

Attachments

Attachment A - Location Map

Attachment B - Bid Documents

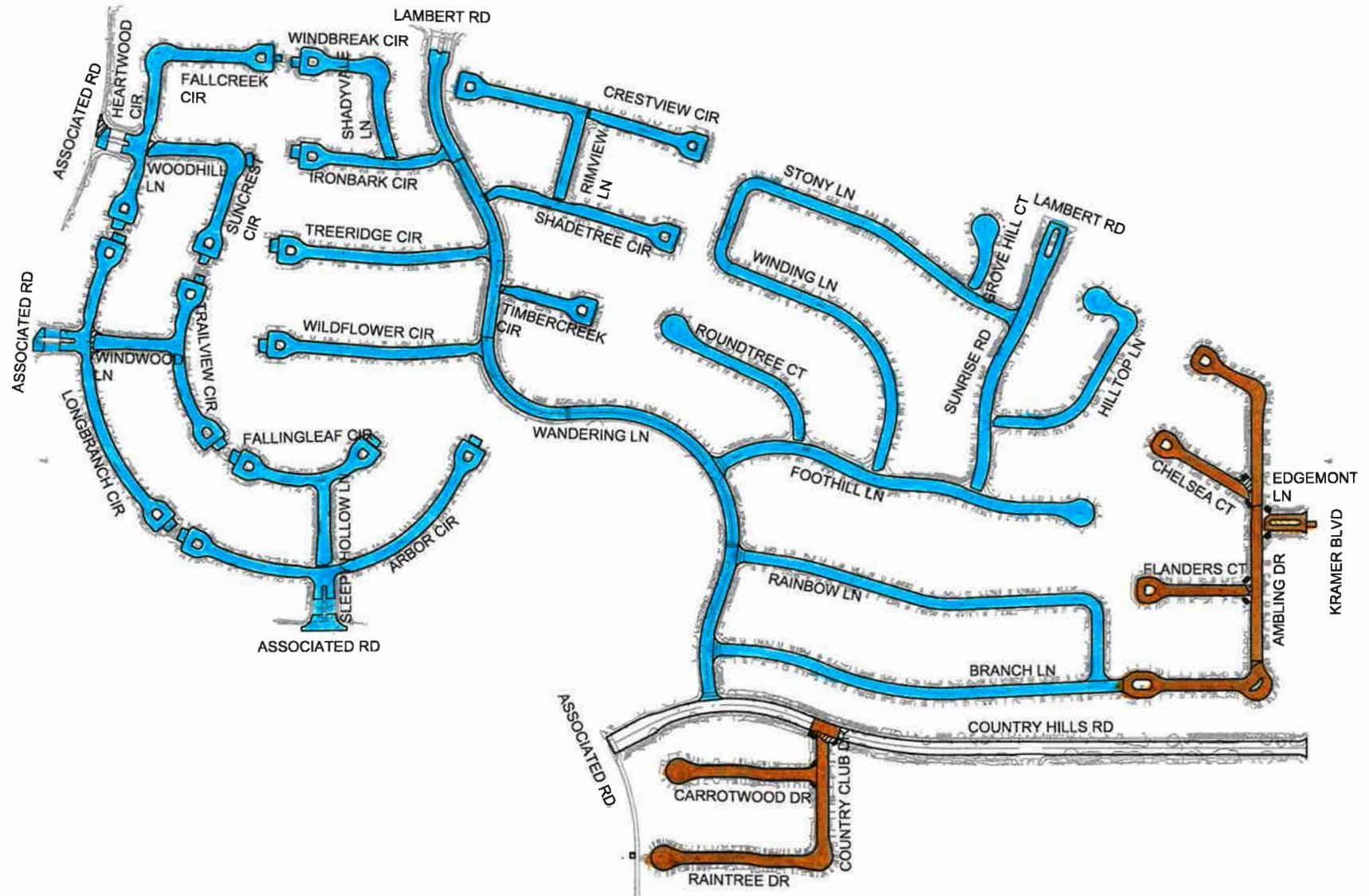
Attachment C - Bid Proposal

Country Hills Water Main and Street Rehabilitation Project Staging Map

STAGE 1



STAGE 2



CONSTRUCTION PLANS

FOR

COUNTRY HILLS PAVEMENT & WATER IMPROVEMENTS - PHASE 2 CIP PROJECT NO. 7322



IN THE

CITY OF BREA, CALIFORNIA

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CONSTRUCTION NOTES, GENERAL NOTES, LEGEND AND ABBREVIATIONS
3	TYPICAL SECTIONS
4	TYPICAL SECTIONS AND PAVEMENT DETAILS
5	WATER DETAILS
6-8	STREET IMPROVEMENT PLANS
9-11	WATER IMPROVEMENT PLANS
12	CONSTRUCTION DETAILS

GENERAL

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL UNDERGROUND SERVICE ALERT A MINIMUM OF 5 WORKING DAYS PRIOR TO ANY CONSTRUCTION AND SUBMIT REGISTRATION NUMBER TO THE CITY PRIOR TO ANY WORK.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, CONDUITS, PIPES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF BREA DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITY WITHIN THE LIMITS OF THE PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL PROTECT ALL UTILITIES NOT INVOLVED IN THE IMPROVEMENTS OF THIS PROJECT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 2017.50, ZONE VI, DETERMINED BY RTK GPS MEASUREMENTS USING THE CALVRS NETWORK. MEASUREMENTS TAKEN ON FEBRUARY 22, 2020 AT POINTS 3851 AND 0485R1, OF ORANGE COUNTY PUBLIC WORKS, ORANGE COUNTY SURVEY.

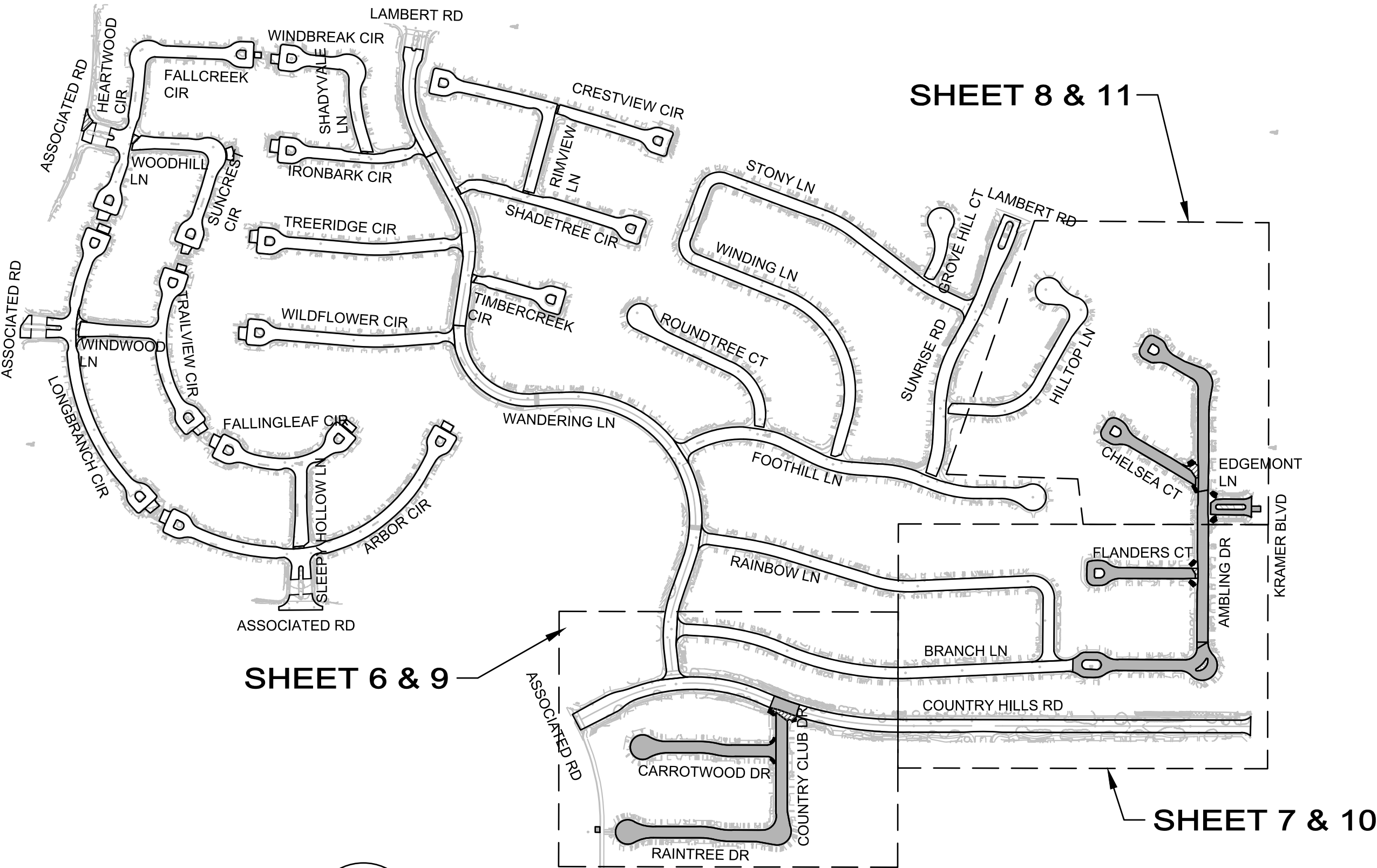
BENCHMARK

VERTICAL DATUM FOR THIS SURVEY IS NAVD88, OCS 1995 ADJUSTMENT DETERMINED LOCALLY BY RTK GPS MEASUREMENTS USING THE CALVRS NETWORK. REFERENCE THE FOLLOWING ORANGE COUNTY PUBLIC WORKS, ORANGE COUNTY SURVEY BENCHMARK:
2C-103-76 ELEVATION = 375.22 FEET

UNDERGROUND UTILITIES

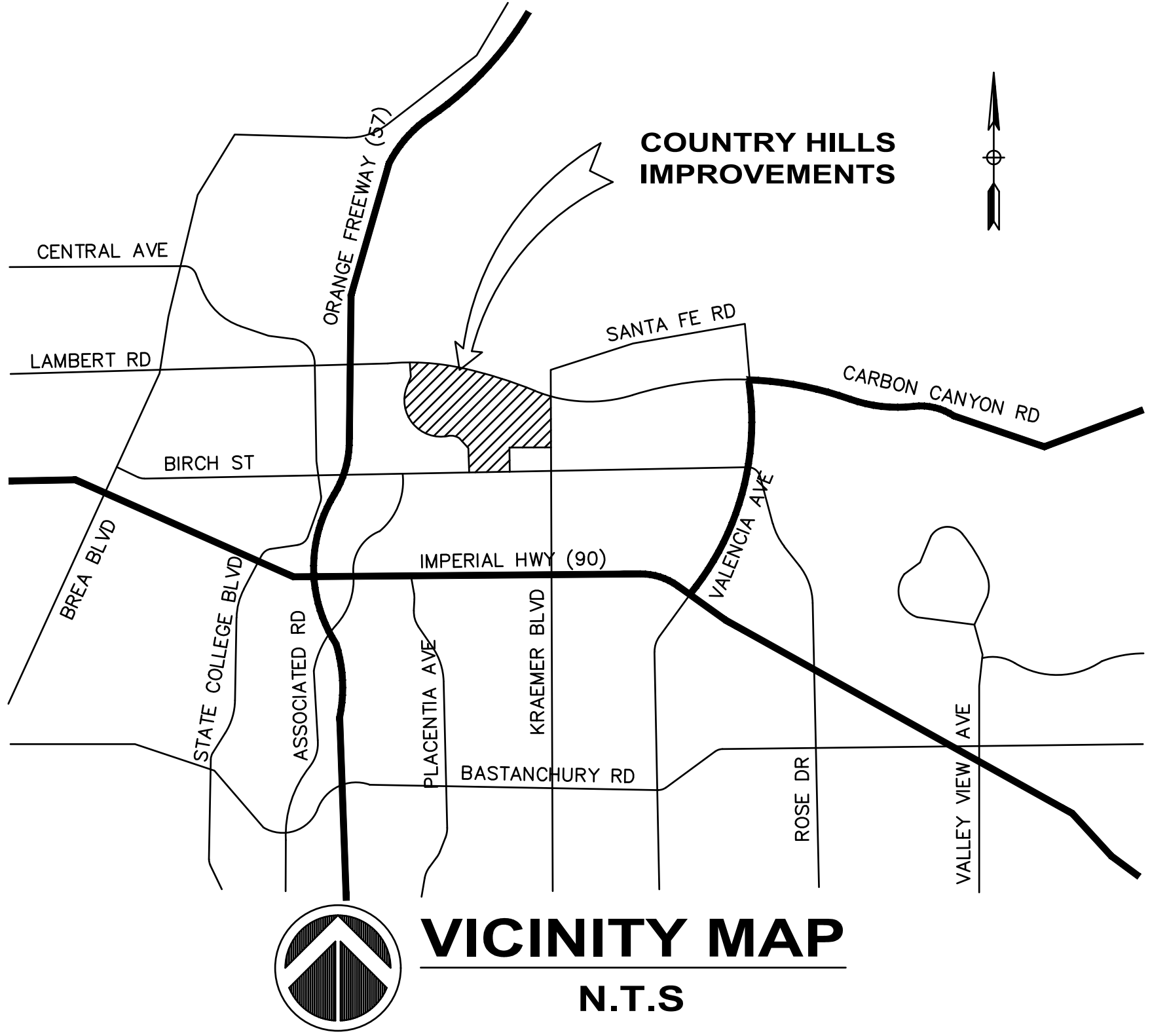
THE CONTRACTOR IS REQUIRED TO POSITIVELY LOCATE VERTICALLY AND Laterally EXISTING UTILITIES, AND TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

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



KEY MAP

N.T.S



VICINITY MAP

N.T.S

UTILITY COMPANIES

AT&T	VALENTINA GIPSON	714-618-9132
CAL DOMESTIC WATER	CHE VENEGAS	562-947-3349
CITY OF BREA - WATER	RUDY CORREA	714-990-7642
CHEVRON	DAVE ZERLER	310-669-4114
CRIMSON	APRIL HARVEY	562-285-4195
TORRANCE PIPELINE	ELEANOR MARX	310-212-2914
FRONTIER	ROMAN MENDOZA	714-375-6719
GOLDEN STATE WATER CO.	DEL WEBB	714-528-1463 X 101
METROPOLITAN WATER DIST.	MATT PERRY	714-514-7066
PHILLIPS 66	LEO MARTINEZ	805-226-2656
SHELL PIPELINE	UTILITY COORDINATOR	310-816-2063
SCE	DAVID HENSLEY	714-870-3149
SCG - DISTRIBUTION	ANDREW ALDAY	714-634-5067
SCG - TRANSMISSION	RYAN LOPEZ	714-634-5067
TIME WARNER/SPECTRUM	DARREN SMITH	310-261-8418

CITY OF BREA PUBLIC WORKS STANDARD DRAWINGS

STD PLAN NO.	STREET IMPROVEMENT DESCRIPTION
106-0	CONCRETE CURB AND GUTTER
114-0	CROSS AND LONGITUDINAL GUTTER

STD PLAN NO.	WATER IMPROVEMENT DESCRIPTION
102-1	TRENCHING DETAILS MODIFIED
301-0	GENERAL NOTES -- WATER SYSTEM
302-0	MAIN LINE WATER VALVE
304-0	WATER SERVICE AND METER (1")
306-0	FIRE HYDRANT ASSEMBLY
307-1	BLOW OFF HYDRANT MODIFIED
308-1	AIR RELEASE VALVE ASSEMBLY MODIFIED
309-0	VALVE BOX ASSEMBLY
311-1	PRESSURE REGULATING STATION MODIFIED
312-0	THRUST BLOCK AND RESTRAINT
313-0	PIPE BEDDING & TRENCH
319-0	WATER & SEWER SEPARATION



Know what's below.
Call before you dig.

REVISIONS

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



4675 MACARTHUR CT.
SUITE 400
NEWPORT BEACH, CA 92660
(949) 526-8460
www.bkf.com

CITY REVIEW BLOCK

ENGINEERING	REVIEWED BY	DATE
TRAFFIC ENGINEER		
MAINTENANCE - STREET		
MAINTENANCE - WATER		
MAINTENANCE - PARKS		

PREPARED UNDER THE SUPERVISION OF:



SHEILA AMPARO
R.C.E. NO. 78003

6/21/2022
DATE

APPROVED BY:

MICHAEL S. HO, DIRECTOR OF PUBLIC WORKS
R.C.E. NO.: 70299
EXP. DATE:



CITY OF BREA
PUBLIC WORKS DEPARTMENT

TITLE SHEET

COUNTRY HILLS PAVEMENT & WATER
IMPROVEMENTS
PHASE 2

SHEET

1
OF
12

COUNTRY HILLS PAVEMENT & WATER IMPROVEMENTS - PHASE 2

CIP PROJECT NO. 7322

MASTER LIST STREET:


















CONSTRUCTION NOTES:

S	PAVEMENT SAWCUT LINE
1	COLD MILL 1" EXISTING AC
2	NOT USED
3	NOT USED
4	COLD MILL 3" EXISTING AC
5	NOT USED
6	NOT USED
7	CONSTRUCT 2" HMA
8	NOT USED
9	CONSTRUCT 3" HMA
12	REMOVE AND REPLACE CURB RAMP PER CALTRANS STD. PLAN NO. A88A
13	REMOVE AND REPLACE CROSS GUTTER FROM JOINT TO JOINT AS SHOWN ON PLAN PER CITY STD PLAN NO. 114-0
14	REMOVE AND REPLACE TYPE A1 CURB PER CITY STD PLAN NO. 106-0
17	RE-ESTABLISH SURVEY MONUMENT
18	NOT USED

SIGNING & STRIPING CONSTRUCTION NOTES:

21	PAINT 6" DOUBLE YELLOW LANE LINE PER CALTRANS STD. PLAN A20A, DETAIL 21
22	PAINT 12" WHITE STOP LINE PER CALTRANS STD. PLAN A24E
23	PAINT WHITE 'STOP' PAVEMENT MARKING PER CALTRANS STD. PLAN A24D
24	PAINT 12" SOLID YELLOW CROSSWALK TYPE LADDER PER CALTRANS STD. PLAN A24F
25	PAINT 12" SOLID YELLOW CROSSWALK TYPE BASIC PER CALTRANS STD. PLAN A24F
26	PAINT YELLOW 'SCHOOL' PAVEMENT MARKING PER CALTRANS STD. PLAN A24D
27	PAINT SOLID WHITE PARKING STALL STRIPING PER DETAIL ON SHEET 4
28	INSTALL TWO-WAY RETROREFLECTIVE BLUE RAISED PAVEMENT MARKER PER CITY STD. PLAN 306-0
29	PAINT WHITE 'AHEAD' PAVEMENT MARKING PER CALTRANS STD. PLAN A24D
30	PAINT YELLOW 'SLOW' PAVEMENT MARKING PER CALTRANS STD. PLAN A24D
31	PAINT YELLOW 'XING' PAVEMENT MARKING PER CALTRANS STD. PLAN A24D

LEGEND:

	GRIND AND OVERLAY PER CONSTRUCTION NOTE
	PCC CONSTRUCTION
	REMOVE AND REPLACE CROSS GUTTER OR LONGITUDINAL GUTTER
	PAVER OVERLAY TRANSITION (SEE DETAIL D ON SHEET 4)
	SAWCUT LINE
	EXISTING GAS
	EXISTING DOMESTIC WATER
	EXISTING SANITARY SEWER
	EXISTING TELECOMMUNICATION (UNDERGROUND)
	EXISTING STORM DRAIN
	EXISTING ROADSIDE SIGN
	CHANGE OF PAVEMENT DELINEATION DETAIL
	BLUE PAVEMENT MARKER FOR FIRE HYDRANT
	8" GATE VALVE PER STD 302-0
	AIR RELEASE VALVE PER STD 308-0
	BLOW OFF HYDRANT PER STD 307-0
	PROPOSED FIRE HYDRANT

MASTER LIST WATER:

WATER CONSTRUCTION NOTES:

51	REMOVE AND INSTALL NEW 1" SERVICE COPPER LATERAL TO THE NEW WATER MAIN PER CITY STD 304-0
52	INSTALL 8" C900 DR14 PVC PIPE PER CITY STD PLAN 301-0 AND 313-0. TRENCHING AND RESURFACING PER CITY STD 102-1 MODIFIED
53	REMOVE AND REPLACE WATER METER AND WATER METER BOX PER CITY STD 304-0 AND 309-0
54	NOT USED
56	INSTALL NEW FIRE HYDRANT ASSEMBLY PER CITY STD PLAN 306-0. 6" LATERAL TO BE C900 DR14 PIPE. CONTRACTOR TO DISCUSS REMOVAL AND REPLACEMENT OF FH/GV PRIOR TO WATERLINE TRENCHING.
57	INSTALL 8" DI WATER GATE VALVE PER CITY STANDARD PLAN 302-0 AND 309-0
58	INSTALL NEW 2" IRRIGATION SERVICE PER CITY STD PLAN 316-0.
59	INSTALL 2" BLOW-OFF HYDRANT AND APPURTENANCES PER CITY STD PLAN 307-1 MODIFIED
60A	INSTALL 8" DUCTILE IRON 11.25" BEND AND THRUST BLOCK PER CITY STD PLAN 312-0 WITH MECHANICAL JOINT RESTRAINT
60B	INSTALL 8" DUCTILE IRON 22.50" BEND AND THRUST BLOCK PER CITY STD PLAN 312-0 WITH MECHANICAL JOINT RESTRAINT
60C	INSTALL 8" DUCTILE IRON 45" BEND AND THRUST BLOCK PER CITY STD PLAN 312-0 WITH MECHANICAL JOINT RESTRAINT

ABBREVIATIONS:

AB	AGGREGATE BASE	N.T.S
ABAND	ABANDON	OC
AC	ASPHALT CONCRETE	OD
AVE	AVENUE	OG
BC	BEGIN OF CURVE	OH
BCR	BEGIN OF CURB RETURN	ORIG
BEG	BEGIN	PB
BFP	BACK FLOW PREVENTER	PCC
BLDG	BUILDING	
BLK	BLOCK	PED
BM	BENCH MARK	PKWY
BVC	BEGIN VERTICAL CURVE	PP
C&G	CURB AND GUTTER	PVC
CB	CATCH BASIN	PVMT
CF	CURB FACE, CUBIC FOOT OR CUBIC FEET	Q
		R
CFS	CUBIC FEET PER SECOND	RCP
OIP	CAST IRON PIPE	RD
CITY	CITY OF BREA	RDWY
CL,C	CENTER LINE	REV
COMM	COMMUNICATION	RT
CONC	CONCRETE	R/W
CONST	CONSTRUCTION	RW
CY	CUBIC YARDS	S
DET	DETAIL	SS
DIA	DIAMETER	SD
DIM	DIMENSION	SDMH
DWG	DRAWING	SL
DW	DOMESTIC WATER	SF
E	EAST	SHLD
(E)	EXISTING	SHT
EA	EACH	SIG
EC	END OF CURVE	SMH
ECR	END OF CURB RETURN	SPEC
EL/ELEV	ELEVATION	SPPWC
ELEC	ELECTRIC OR ELECTRICAL	
EP	EDGE OF PAVEMENT	SSMH
ESMT	EASEMENT	ST
FH	FIRE HYDRANT	STA
FL	FLOW LINE	STD.
FT	FOOT OR FEET	SW
FTG	FOOTING	T
FO	FIBER OPTIC	TC
FS	FINISHED SURFACE	TCE
G	GAS	
GB	GRADE BREAK	TOP
GR	GRADE	TS
H, HGT	HEIGHT	TELE
HMA	HOT MIX ASPHALT	TYP
HORIZ	HORIZONTAL	UG
IN	INCH OR INCHES	UNK
IRR	IRRIGATION	V
ICV	IRRIGATION CONTROL VALVE	VERT
L	LENGTH OR LENGTH OF CURVE	
LF	LINEAR FEET	WM
LG	LIP OF GUTTER	WV
LP	LOW POINT	#
LT	LIGHT, LEFT	&
MAX	MAXIMUM	@
MH	MANHOLE	ℓ
MIN	MINIMUM	
MISC	MISCELLANEOUS	
N	NORTH	
NIC	NOT IN CONTRACT	
NO.	NUMBER	

60D	INSTALL 8" DUCTILE IRON 90° BEND AND THRUST BLOCK PER CITY STD PLAN 312-0 WITH MECHANICAL JOINT RESTRAINT
62	INSTALL 2" AIR RELEASE VALVE ASSEMBLY PER CITY STANDARD PLAN 308-1 MODIFIED
63	NOT USED
65	ABANDON EXISTING WATER SYSTEM IN PLACE. REMOVE ASSOCIATED WATER VALVE CANS AND SLURRY FILL VOIDS.
66	NOT USED
67	NOT USED
68	INSTALL 10" DI WATER GATE VALVE PER CITY STANDARD PLAN 302-0 AND 309-0
69	REMOVE AND INSTALL NEW 8" PRESSURE REGULATING STATION PER CITY STD 311-1 MODIFIED
70	INSTALL 12" DI WATER GATE VALVE PER CITY STANDARD PLAN 302-0 & 309-0

UTILITY CONSTRUCTION NOTES:

71	ADJUST TO FINISH GRADE (ITEM)
72	RELOCATE EXISTING FACILITY (ITEM)

NOT TO SCALE
ON CENTER
OUTSIDE DIAMETER
ORIGINAL GROUND
OVERHEAD
ORIGINAL
PULL BOX
POINT OF COMPOUND CURVE OR
PORTLAND CEMENT CONCRETE
PEDESTRIAN
PARKWAY
POWER POLE
POLYVINYL CHLORIDE
PAVEMENT
RATE OF FLOW
RADIUS
REINFORCED CONCRETE PIPE
ROAD
ROADWAY
REVISION
RIGHT
RIGHT OF WAY
RECLAIMED WATER
SOUTH OR SLOPE
SANITARY SEWER
STORM DRAIN
STORM DRAIN MANHOLE
STREET LIGHT (ELECTRICAL)
SQUARE FEET
SHOULDER
SHEET
SIGNAL
SIGNAL MANHOLE
SPECIFICATION
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
SANITARY SEWER MANHOLE
STREET
STATION
STANDARD
SIDEWALK
TANGENT
TOP OF CURB
TEMPORARY CONSTRUCTION
EASEMENT
TOP OF PIPE
TRAFFIC SIGNAL
TELEPHONE
TYPICAL
UNDERGROUND
UNKNOWN
VALVE OR VENT
VERTICAL
WATER OR WEST OR WIDTH
WATER METER
WATER VALVE
NUMBER OR POUND
AND
AT
PROPERTY LINE

GENERAL NOTES FOR STREET IMPROVEMENTS:

- ALL APPLICABLE "CITY OF BREA PUBLIC WORKS STANDARDS PLANS & SPECIFICATIONS", LATEST REVISIONS, ARE HEREBY MADE A PART OF THIS PLAN AND ALL STREET IMPROVEMENTS SHALL BE IN ACCORDANCE WITH SAME.
- THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", 2015 EDITION INCLUDING SUPPLEMENTS THERETO, IS HEREBY MADE A PART OF THIS PLAN.
- THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND MONUMENTS OF EVERY NATURE, WHETHER SHOWN ON PLANS AND/OR HEREON OR NOT, AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES AND MONUMENTS DAMAGED OR DESTROYED.
- ALL CONCRETE SHALL BE CLASS 560-C-3250 (6 SACK MIX) AND SHALL BE CURED WITH TYPE-1 (CLEAR) CURING COMPOUND IMMEDIATELY AFTER FINISHING.
- ALL ASPHALT CONCRETE STREET SURFACES SHOWN HEREON SHALL BE SEAL-COATED, WHEN DIRECTED BY THE CITY ENGINEER, FULL WIDTH USING AN APPROVED TYPE SS-1H EMULSION WITH NO MORE THAN 50% WATER ADDED. A TRUCK MOUNTED SPRAY BAR SHALL BE UTILIZES FOR SPREADING.
- ALL APPROVED SOIL STERILANT SHALL BE UNIFORMLY APPLIED IN ALL AREAS TO BE PAVED UNDER THE DIRECTION OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL WARRANTY ALL WORK FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY AND SHALL BE RESPONSIBLE FOR REPAIR AND OR REPLACEMENT OF ALL FAILURES DETERMINED BY THE CITY ENGINEER CAUSED BY WORKMANSHIP OR SUBSTANDARD MATERIALS.
- THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN PROPER BARRICADING, DUST CONTROL, TRAFFIC CONTROL, SHORING AND SAFETY MEASURES OF EVERY NATURE.
- THE CONTRACTOR SHALL SUBMIT APPLICATION TO THE CITY OF BREA, AND OBTAIN A CONSTRUCTION WATER METER (IF APPLICABLE) PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM THE CITY OF BREA PUBLIC WORKS DEPARTMENT AND AFFECTED AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BY A "C-8" OR "A" LICENSED CONTRACTOR.
- ANY CHANGES FROM THE PLAN, STANDARD NOTES, STANDARD DESIGNS OR SPECIFICATIONS SHALL BE CONSIDERED NON-CONFORMING UNLESS APPROVED IN WRITING BY THE ENGINEER PRIOR TO INSTALLATION.
- INSTALLATIONS NOT CONFORMING TO THE "CITY OF BREA PUBLIC WORKS STANDARD PLANS & SPECIFICATIONS" SHALL BE REMOVED, REPLACED AND/OR CORRECTED AT THE CONTRACTOR'S EXPENSE, AS DIRECTED BY THE ENGINEER.
- BASIC TRENCH REPAIR PROCEDURES SHALL BE PER CITY OF BREA STD PLAN 102.

GENERAL NOTES FOR SIGNING AND STRIPING:

- TRAFFIC STRIPES, TRAFFIC SIGNING, PAVEMENT LEGENDS, MARKINGS AND RAISED PAVEMENT MARKERS SHALL CONFORM TO THE FOLLOWING CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) DOCUMENTS: CALIFORNIA MUTCD, STANDARD PLANS, AND STANDARD SPECIFICATION, AS MOST RECENTLY REVISED.
- ALL STRIPING SHALL BE PAINT. NO THERMOPLASTIC WILL BE ALLOWED. REFLECTORIZED ALL STRIPES AND LEGENDS.
- TRAFFIC STRIPES AND MARKINGS SHALL BE APPLIED IN TWO COATS. A MINIMUM OF SEVEN (7) DAYS SHALL BE PROVIDED BETWEEN FIRST AND SECOND COATS.
- ALL SIGN FACE REFLECTIVE SHEETING SHALL BE HIGH INTENSITY GRADE WITH CLEAR PROTECTIVE OVERLAY FILM, UNLESS NOTED OTHERWISE.
- ALL CONFLICTING LINES, EXISTING CURB PAINT, AND MARKINGS SHALL BE REMOVED BY WEST SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER.
- FIRST STRIPING COAT SHALL BE APPLIED WITHIN 24 HOURS OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO THE PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
- STRIPING SHALL BE CAT TRACKED AND APPROVED BY THE ENGINEER, OR HIS DESIGNATED REPRESENTATIVE, PRIOR TO FINAL INSTALLATION.
- INSTALL TWO-WAY RETROREFLECTIVE BLUE RAISED PAVEMENT MARKER AT ALL EXISTING FIRE HYDRANT LOCATION AT THE CENTERLINE OF THE STREET.

NPDES REQUIREMENTS:

- ALL CONSTRUCTION ON OFF-SITE OR ON-SITE IMPROVEMENTS SHALL ADHERE TO NPDES (NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM) BEST MANAGEMENT PRACTICES TO PREVENT DELETERIOUS MATERIALS OR POLLUTANTS FROM ENTERING THE CITY OR COUNTY STORM DRAIN SYSTEMS.
- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
- STOCKPILES OR EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER. NO STOCKPILES ON SITE OVER NIGHT.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPACLE TO PREVENT CONTAMINATION AND DISPERSAL BY WIND. NO BIN ON SITE.
- SEDIMENTS AND OTHER MATERIALS MAY BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC RIGHT-OF-WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY BE WASHED DOWN BY RAIN OR OTHER MEANS.
- CLEAN UP ALL SPILLS USING DRY METHODS.
- SWEEP ALL GUTTERS AT THE END OF EACH WORKING DAY. GUTTERS SHALL BE KEPT CLEAN AFTER LEAVING CONSTRUCTION SITE.
- CALL 911 IN CASE OF HAZARDOUS SPILLS.
- BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA, DECEMBER 2019, OR LATEST REVISED EDITION, MAY APPLY DURING CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS).
- UPON SATISFACTORY COMPLETION OF THE WORK, THE ENTIRE WORK SITE SHALL BE CLEANED BY THE CONTRACTOR AND LEFT WITH A SMOOTH AND NEATLY GRADED SURFACE FREE OF CONSTRUCTION WASTE, RUBBISH, AND DEBRIS OF ANY NATURE.

GENERAL NOTES FOR WATER SYSTEMS:

GENERAL:

- ALL WATER SYSTEM IMPROVEMENTS SHALL BE IN ACCORDANCE WITH APPROVED PLANS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) INCLUDING SUPPLEMENTS THERETO, AMERICAN WATER WORKS ASSOCIATION STANDARDS, THESE STANDARDS DRAWINGS, THE CONDITIONS OR PERMITS OR LICENSES REQUIRED AND TO THE SATISFACTION OF THE CITY ENGINEER. THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTOR AT LEAST 24 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE MATERIAL AS SPECIFIED ON PLANS AND/OR CALLED FOR IN THE PROJECT SPECIFICATIONS, BY MANUFACTURER AND MODEL, OR OFFER AN EQUIVALENT MATERIAL. THE CITY ENGINEER SHALL DETERMINE WHETHER THE EQUIVALENT IS SATISFACTORY BASED ON FUNCTION, DURABILITY AND UNIFORMITY WITHIN THE CITY. THE CITY ENGINEER SHALL BE PROVIDED WITH INFORMATION REGARDING THE ALTERNATIVE MATERIAL AT LEAST FIVE (5) WORKING DAYS PRIOR TO USE.
- THE CONTRACTOR SHALL CONFORM TO THE RULES AND REGULATIONS OF THE STATE OF CALIFORNIA, DEPARTMENT OF LABOR OCCUPATION SAFETY AND HEALTH ADMINISTRATION (CAL OSHA).
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF EXISTING FACILITIES.
- THE CONTRACTOR SHALL MAKE ALL CONNECTIONS TO EXISTING WATER MAINS AS INDICATED ON PLANS. ALL EXISTING WATER VALVES SHALL BE OPERATED ONLY BY THE CITY OF BREA PUBLIC WORKS DEPARTMENT PERSONNEL. ALL RESIDENTS AFFECTED BY SUCH OPERATIONS SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE. THE CONTRACTOR SHALL PROVIDE TEMPORARY FACILITIES REQUIRED TO PROVIDE WATER TO ANY WATER SERVICE THAT SHALL BE WITHOUT WATER FOR AN EXTENDED PERIOD DURING THE CONSTRUCTION PERIOD.
- WATER IMPROVEMENT STATION IS PER STREET CENTERLINE STATION.
- CONTRACTOR TO BUILD PROPOSED 8" PVC C900 WATER MAIN 4' MINIMUM OFFSET FROM THE EXISTING WATER MAIN AS SHOWN ON PLAN.
- VERTICAL DEFLECTION ANGLES SHALL BE LESS THAN ONE HALF OF MANUFACTURER'S RECOMMENDATION. INSTALL ADDITIONAL PIPE SEGMENTS IN ORDER TO AVOID TOO LARGE OF DEFLECTION AND TO MAINTAIN REQUIRED MINIMUM DEPTH.

TRAFFIC CONTROL AND PAVEMENT REPLACEMENT:

- THE CONTRACTOR SHALL CONDUCT HIS OPERATION TO CAUSE THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO THE PUBLIC. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY ENGINEER PRIOR TO THE CLOSURE OF ANY PUBLIC STREET OR LANE OF TRAFFIC. ALL CONDITIONS IMPOSED BY THE CITY ENGINEER SHALL BE IN EFFECT AS THOUGH STATED HEREIN. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SAFETY DEVICES TO CONFORM TO THE CURRENT WORK AREA TRAFFIC CONTROL (WATCH) HANDBOOK.
- THE CONTRACTOR SHALL SAWCUT THE EXISTING PAVEMENT SECTION TO A DISTANCE OF 12" (INCHES) OUTSIDE OF THE TRENCH WIDTH. THE CONTRACTOR SHALL INSTALL AND REMOVE ANY TEMPORARY ASPHALT CONCRETE REQUIRED FOR TRAFFIC CONTROL. THE CONTRACTOR SHALL REPLACE THE EXISTING PAVEMENT SECTION PER CITY OF BREA STD PLAN 102, AS SHOWN ON THESE PLANS, OR AS DIRECTED BY THE ENGINEER. BACKFILLING AND BEDDING SHALL BE REPLACED PER CITY OF BREA STD. PLAN 313.

WATER MAINS AND FITTING MATERIALS:

- WATER MAIN FITTINGS SHALL BE OF DUCTILE IRON UNLESS OTHERWISE SPECIFIED ON THESE PLANS. MANUFACTURED IN CONFORMANCE WITH AWWA C110 OR C153. ALL FITTINGS SHALL HAVE A MECHANICAL JOINT WITH DUCTILE IRON GLANDS IN CONFORMANCE WITH AWWA C111. ALL FITTINGS SHALL BE CEMENT MORTAR LINED AND BITUMINOUS COATED IN CONFORMANCE WITH AWWA C104. ALL BOLTS AND NUTS SHALL BE 316 STAINLESS STEEL.
- ALL WATER MAINS, FITTINGS, VALVES AND MISCELLANEOUS ASSEMBLIES SHALL BE ENCASED IN POLYETHYLENE MATERIAL IN ACCORDANCE WITH AWWA C105.
- ALL MATERIALS AND WORK SHALL BE THE PROPERTY OF THE CONTRACTOR UNTIL ACCEPTED BY THE CITY. THE CONTRACTOR SHALL WARRANT THE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE BY THE CITY.

WATER MAIN INSTALLATION:

- WATER MAIN PIPES SHALL BE LOCATED AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER. WATER MAIN AND LATERALS SHALL MAINTAIN VERTICAL AND HORIZONTAL SEPARATION FROM SEWER MAINS AND LATERALS AS REQUIRED BY THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES AND DETAILED ON THIS CITY OF BREA STD PLAN 319.
- WATER MAIN PIPE SHALL BE CONSTRUCTED WITH A COVER BETWEEN TOP OF PIPE AND FINISHED SURFACE AS FOLLOWS, OR AS DETERMINED BY THE CITY ENGINEER:

PIPE DIAMETER	MINIMUM COVER**
6" TO 12" (LOCAL STREET)	42"
16" TO 24" (LOCAL STREET)	48"
6" TO 24" (ARTERIAL HIGHWAY)	48"
OVER 24"	60"

** WATER MAINS LOCATED IN EASEMENTS OR UNPAVED AREAS SHALL HAVE A DEPTH OF 12" (INCHES) GREATER THAN INDICATED ABOVE ABOVE.

- WATER MAIN PIPES SHALL BE INSTALLED IN CONFORMANCE WITH AWWA C600. THE PIPE TRENCH BEDDING MATERIAL SHALL BE SHAPED TO PROVIDE CONTINUOUS CONTACT WITH WATER MAIN PIPE, EXCEPT AT JOINTS. THE PIPE TRENCH WIDTH, INVERT SHAPE, BEDDING AND BACKFILL MATERIALS SHALL BE IN ACCORDANCE WITH THIS CITY OF BREA STD PLAN 313. THE PIPE TRENCH SHALL BE BACKFILLED OR PLATED AT THE END OF THE WORK DAY.
- THE TRENCH BACKFILL MATERIAL SHALL BE COMPACTED USING A VIBRATORY TAMPING MACHINE. COMPACTION USING JETTING OR FLOODING METHODS ARE NOT ALLOWED. THE CITY WILL REQUIRE FIELD COMPACTION TESTS TO ENSURE THE ADEQUATE COMPACTION OF THE TRENCH BEDDING AND BACKFILL.
- AIR RELEASE VALVE ASSEMBLIES PER CITY OF BREA STD PLAN 308 SHALL BE INSTALLED AT ALL HIGH POINTS IN THE WATER SYSTEM. BLOW-OFF HYDRANT PER BREA STD PLAN 307 OF FIRE HYDRANTS PER CITY OF BREA STD PLAN 306 SHALL BE INSTALLED AS REQUIRED BY THE ENGINEER AT THE END OF DEAD END CUL-DE-SACS PER CITY OF BREA STD PLAN 307. ALL PIPES AND FITTINGS SHALL BE CONSTRUCTED WITH THRUST BLOCKED OR RESTRAINT PER CITY OF BREA STD PLAN 312. ALL NEW WATER FACILITIES SHALL BE PRESSURE TESTED AND DISINFECTED PER AWWA STANDARDS.
- CONCRETE SHALL BE THE CLASS INDICATED ON THE STANDARD PLAN OR CLASS 470-C-2500, PER REQUIREMENTS OF SECTION 201-1, " PORTLAND CEMENT CONCRETE" OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION). ABOVE-GROUND CONCRETE SHALL BE FLOATED TO A FLAT SURFACE, STEEL TROWEL FINISHED, AND EDGED TO A ONE-HALF INCH (1/2") RADIUS.
- PROPOSED WATERLINE TO BE BUILT UP TO THE EXISTING WATERLINE CROSSING LOCATION. NEW WATER LINES TO BE PRESSURE TESTED, CHLORINATED, AND ACCEPTED, IN ACCORDANCE WITH THE CITY REQUIREMENTS. THEN EXISTING WATER LINE SEGMENT TO BE REMOVED AND SMALL REMAINING NEW SEGMENT TO BE INSTALLED DURING A PRE-APPROVED WATER SHUT DOWN CROSS-OVER CONSTRUCTION PERIOD. THIS PROCESS TO BE DEFINED PER A STAGING WATER LINE CONSTRUCTION PLAN, TO BE PROVIDED BY THE CONTRACTOR AND APPROVED BY THE CITY, AS PART OF THE PROPOSED CONSTRUCTION SCHEDULE SUBMITTAL PACKAGE. EXISTING WATERLINES THAT ARE CONFLICTING WITH THE PROPOSED WATERLINE WILL BE REMOVED UP TO A FOOT CLEAR OF THE CONFLICTED AREAS. THE REMAINING PORTION OF THE EXISTING WATERLINE WILL BE CAPPED.



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TWO WORKING DAYS
BEFORE YOU DIG

REVISIONS

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



4675 MACARTHUR CT.
SUITE 400
NEWPORT BEACH, CA 92660
(949) 526-8460
www.bkf.com

DRAWN BY:	INITIALS	DATE
DESIGNED BY:	MP	6/21/2022
CHECKED BY:	VL	6/21/2022
	SA	6/21/2022

PREPARED UNDER THE SUPERVISION OF:



SHEILA AMPARO DATE: 6/21/2022



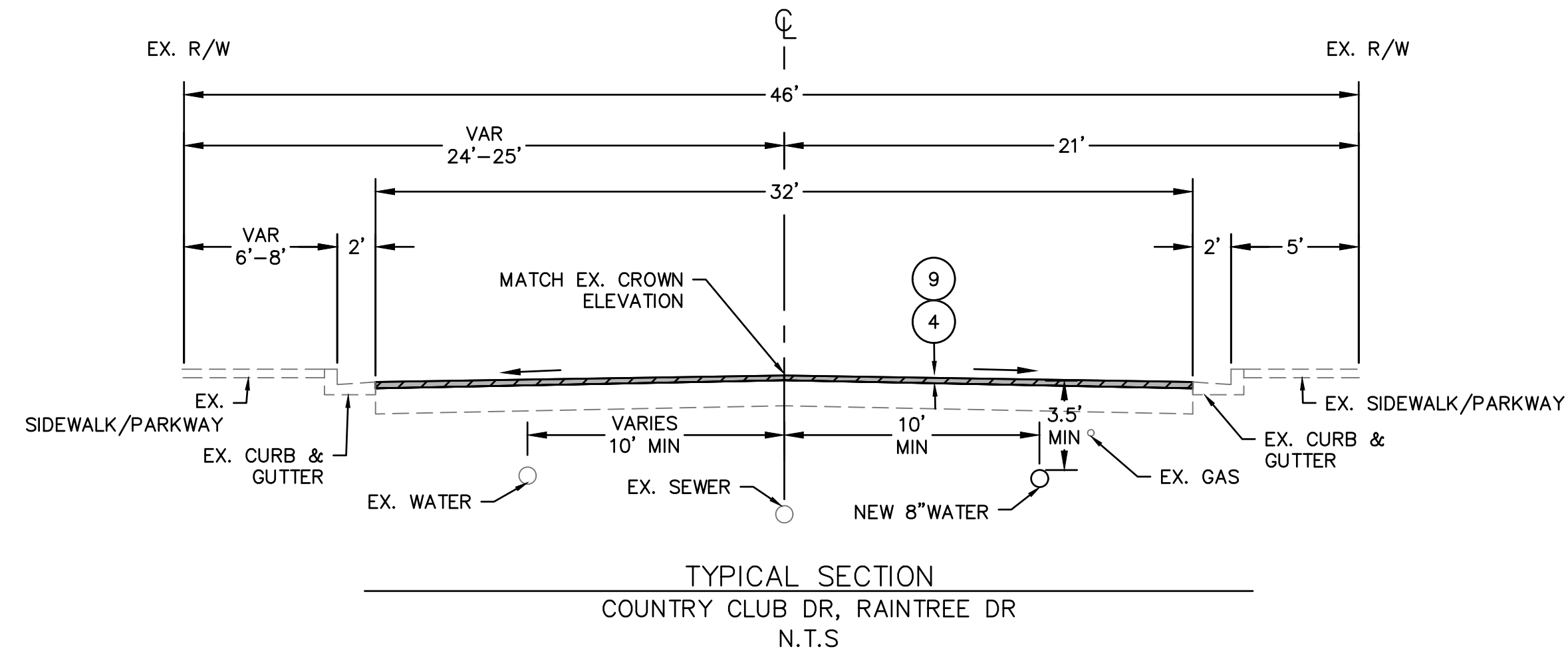
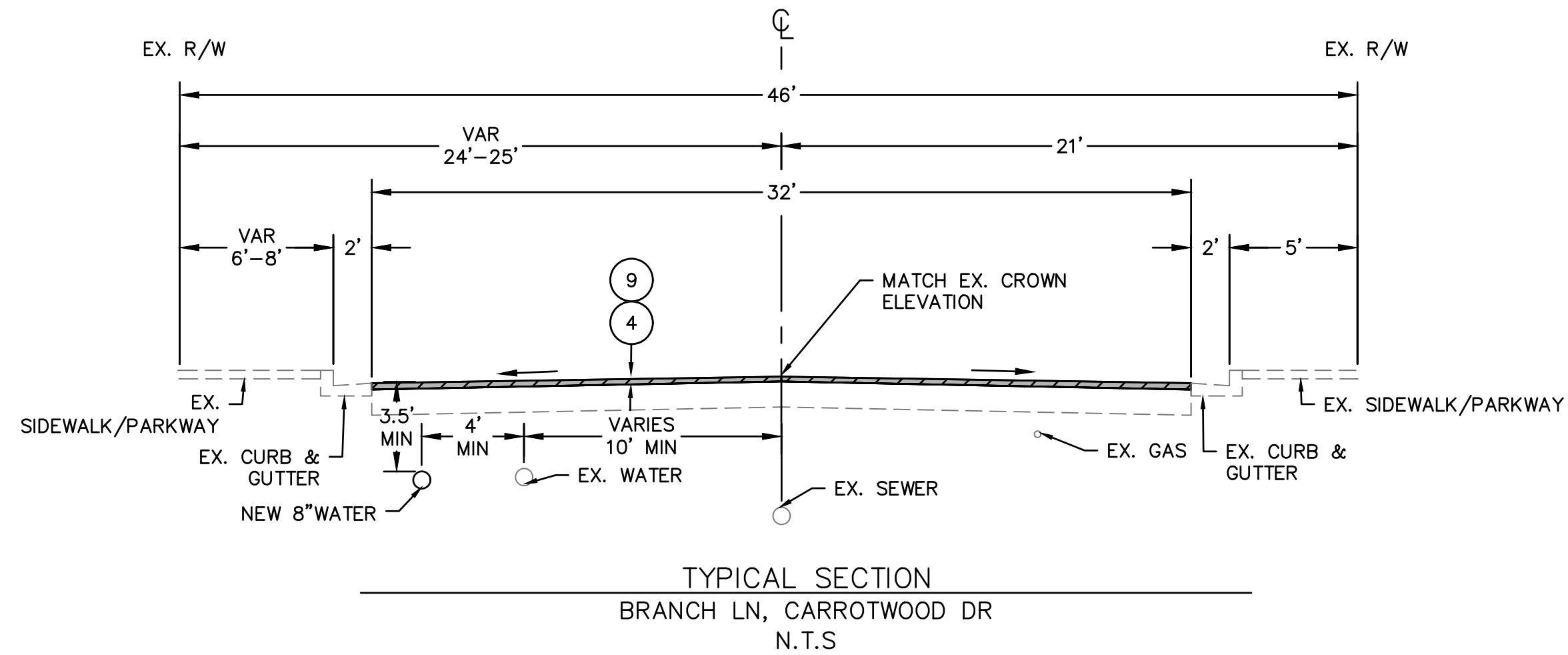
CITY OF BREA
PUBLIC WORKS DEPARTMENT

CONSTRUCTION NOTES, GENERAL
NOTES, LEGEND AND ABBREVIATIONS

COUNTRY HILLS PAVEMENT & WATER
IMPROVEMENTS
PHASE 2

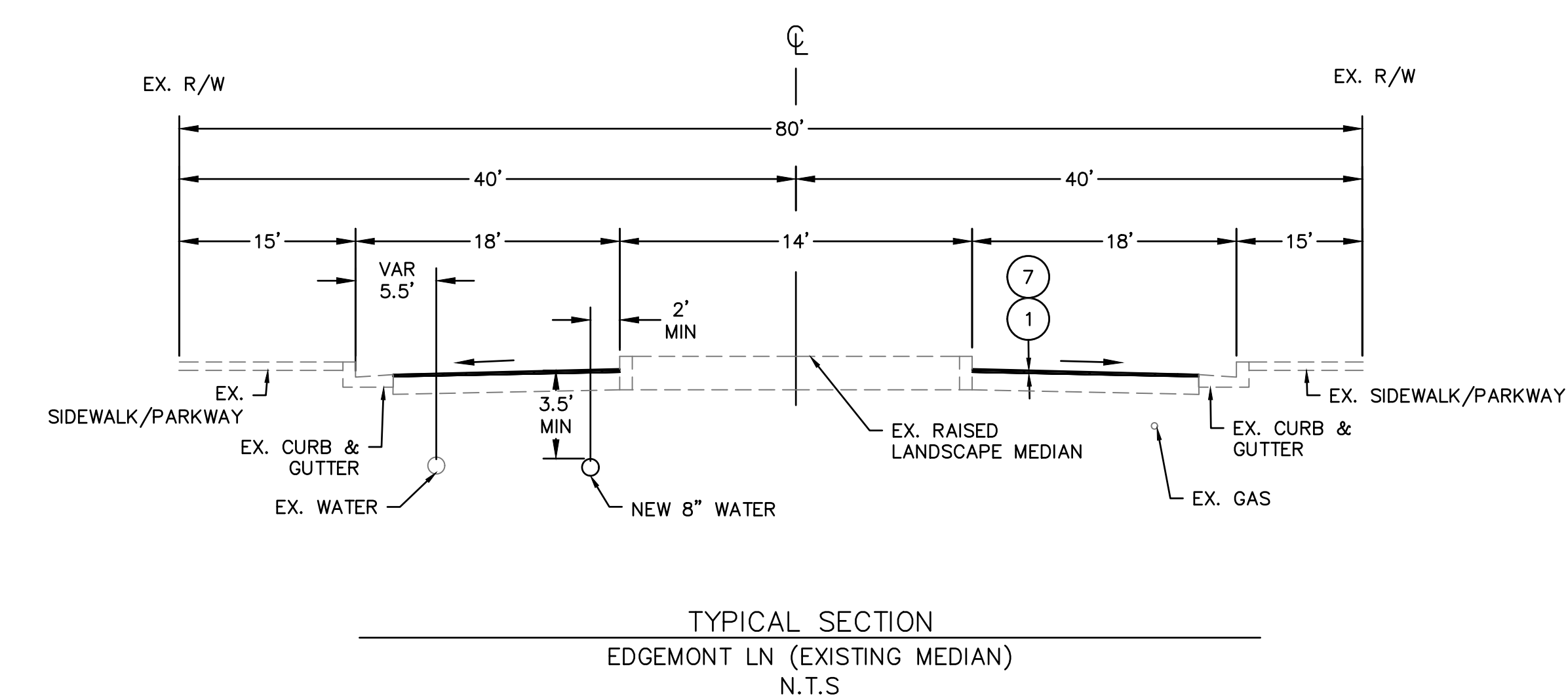
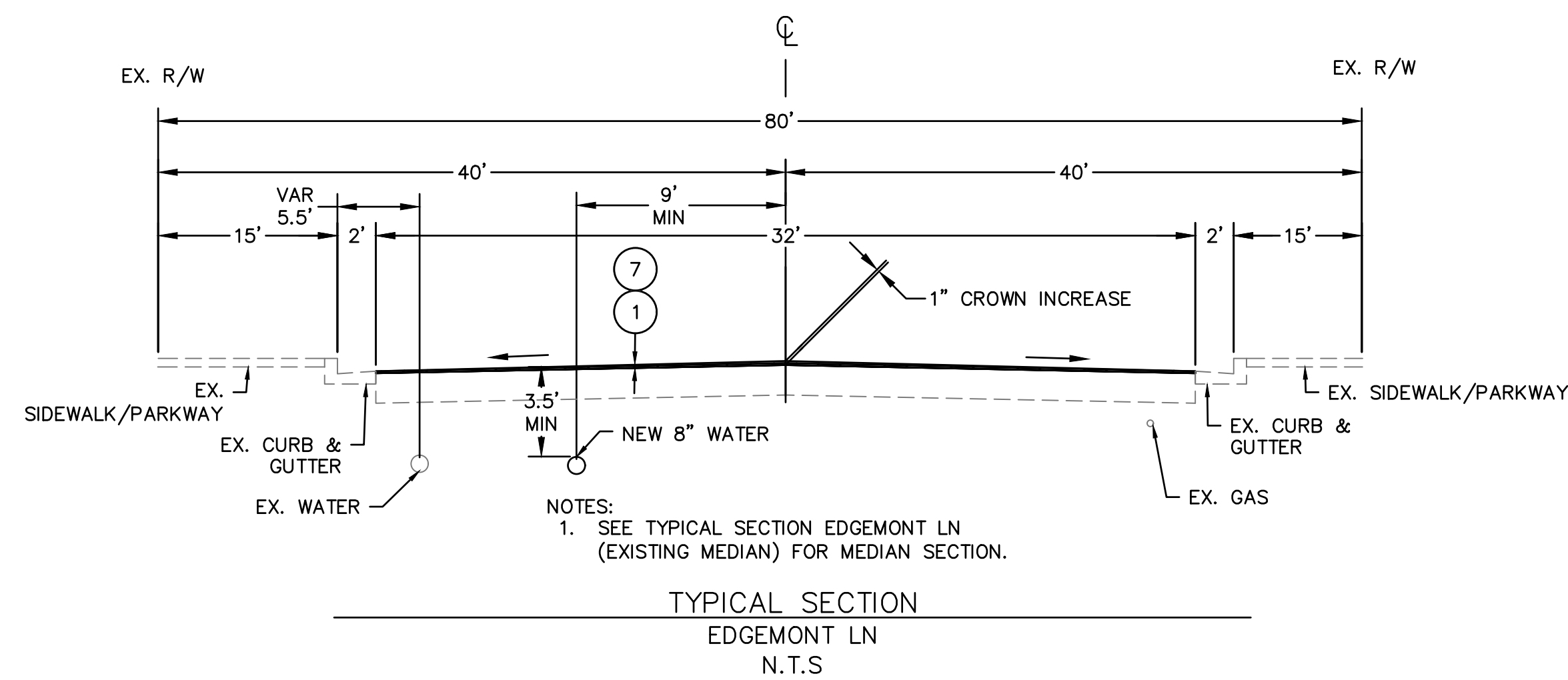
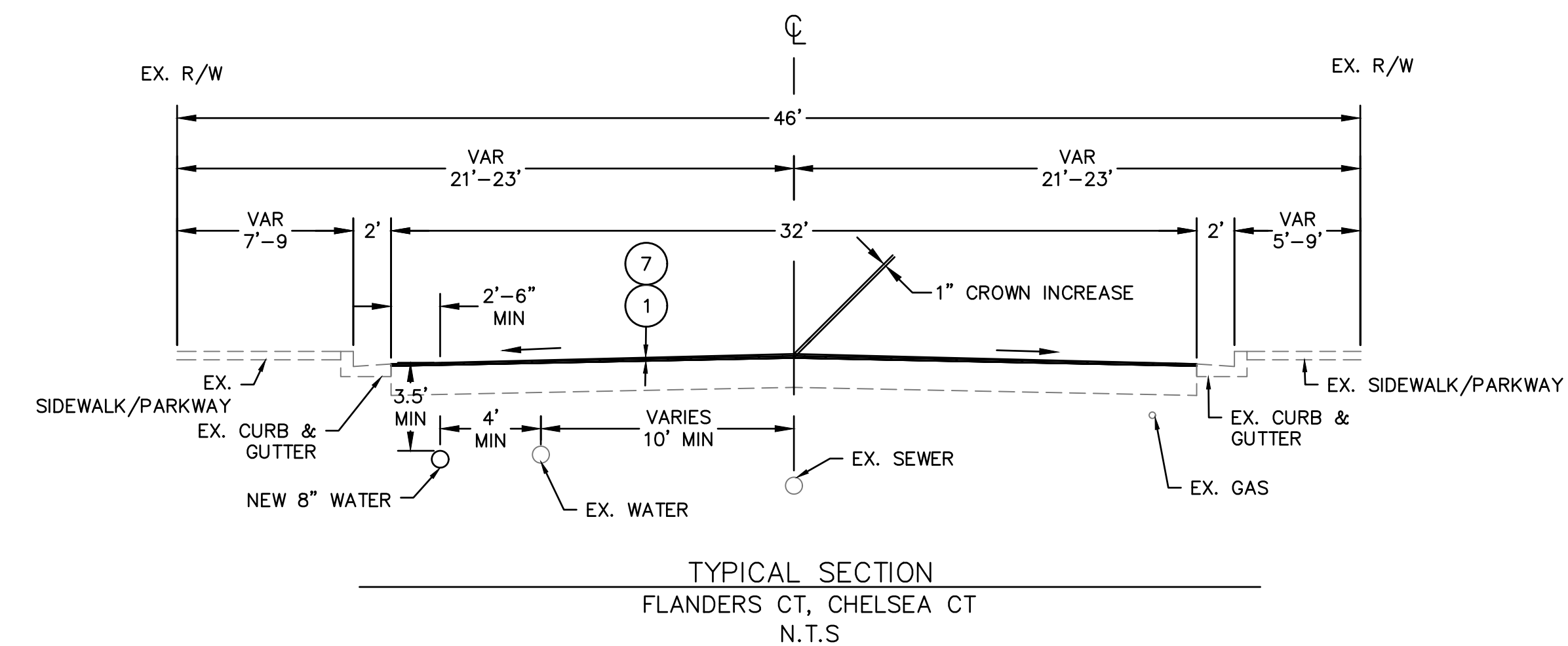
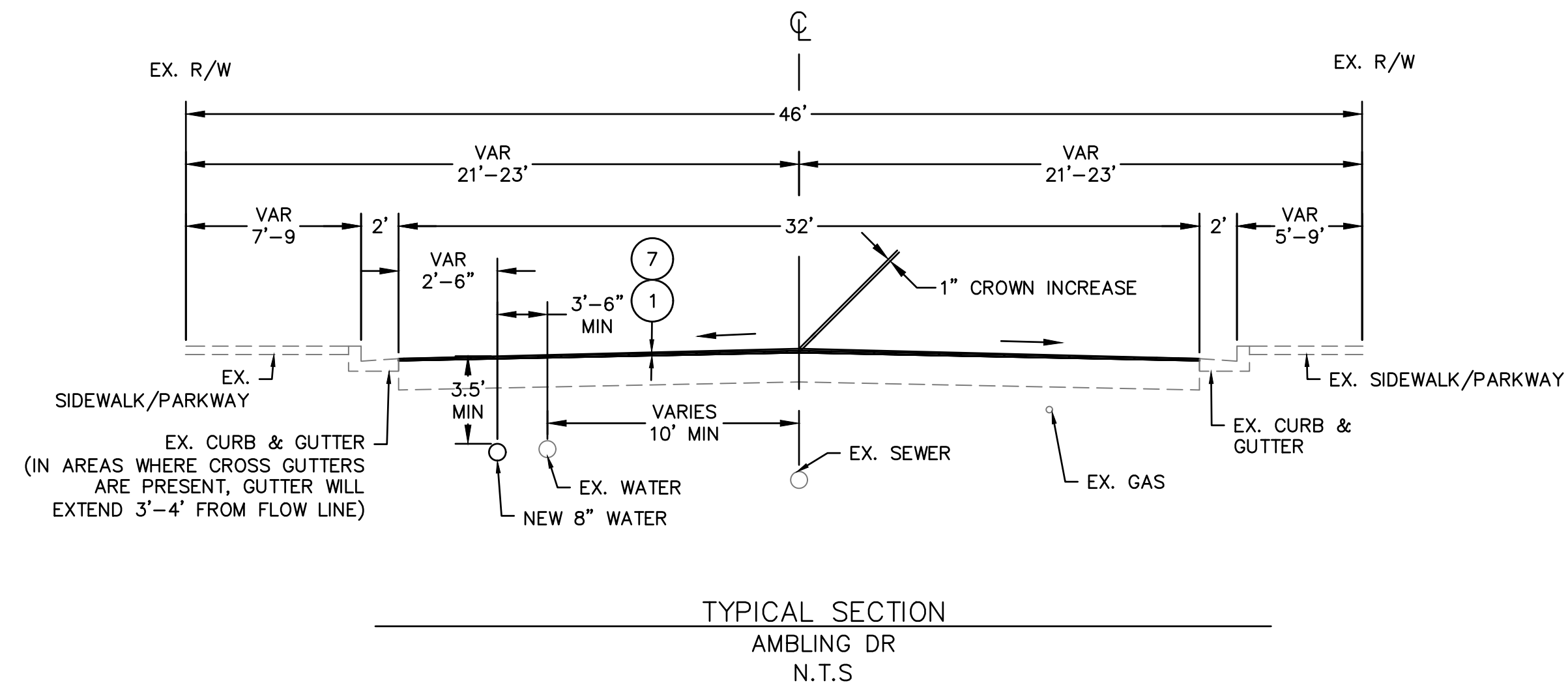
SHEET

2
OF
12



CONSTRUCTION NOTES:

- 1 COLD MILL 1" EXISTING AC
- 4 COLD MILL 3" EXISTING AC
- 7 CONSTRUCT 2" HMA
- 9 CONSTRUCT 3" HMA



REVISIONS

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



4675 MACARTHUR CT.
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NEWPORT BEACH, CA 92660
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DRAWN BY:	INITIALS	DATE
DESIGNED BY:	MP	6/21/2022
CHECKED BY:	VL	6/21/2022
	SA	6/21/2022

PREPARED UNDER THE SUPERVISION OF:



SHEILA AMPARO

DATE: 6/21/2022

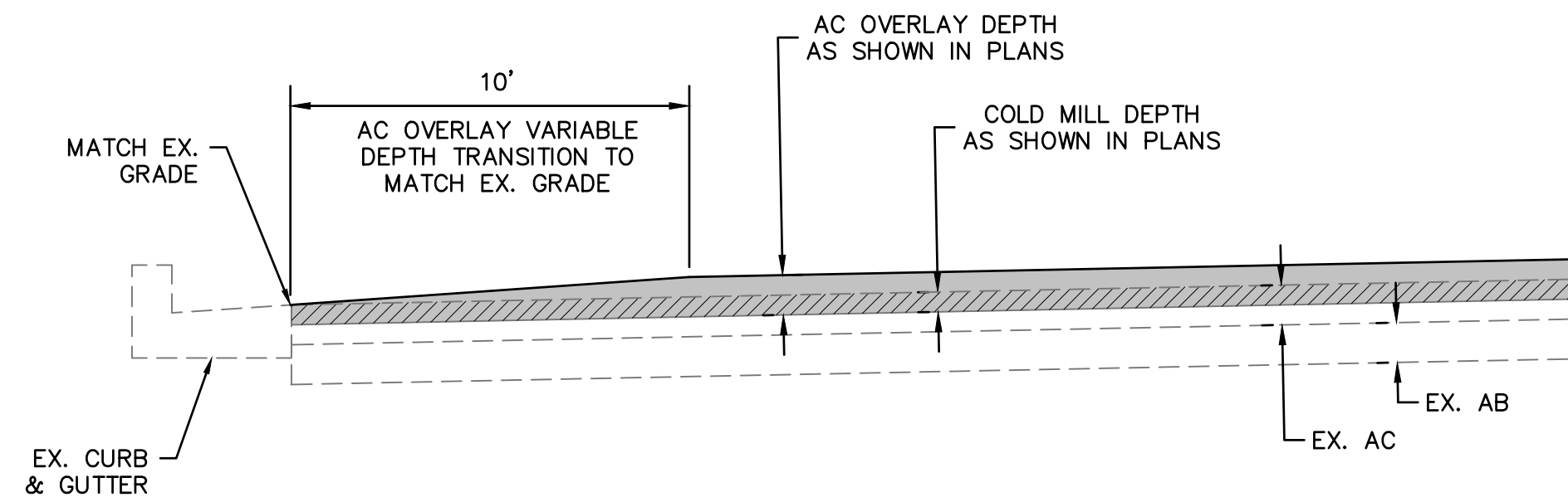


CITY OF BREA
PUBLIC WORKS DEPARTMENT

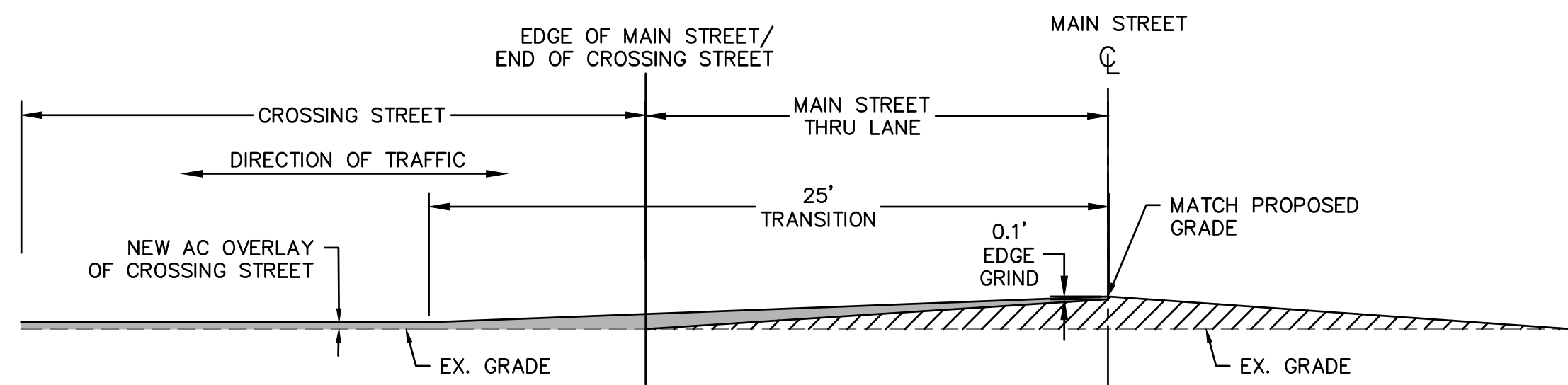
TYPICAL SECTIONS

COUNTRY HILLS PAVEMENT & WATER
IMPROVEMENTS
PHASE 2

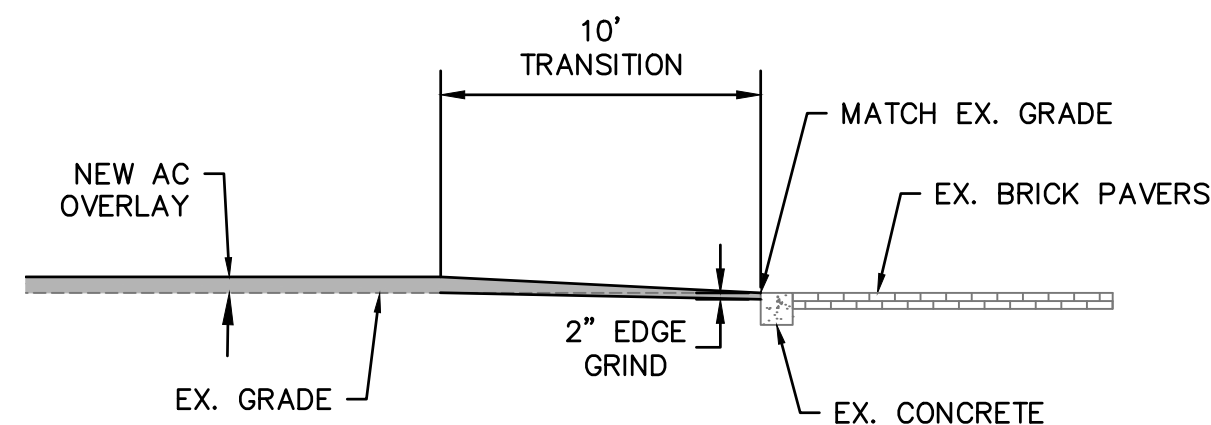
SHEET
3
OF
12



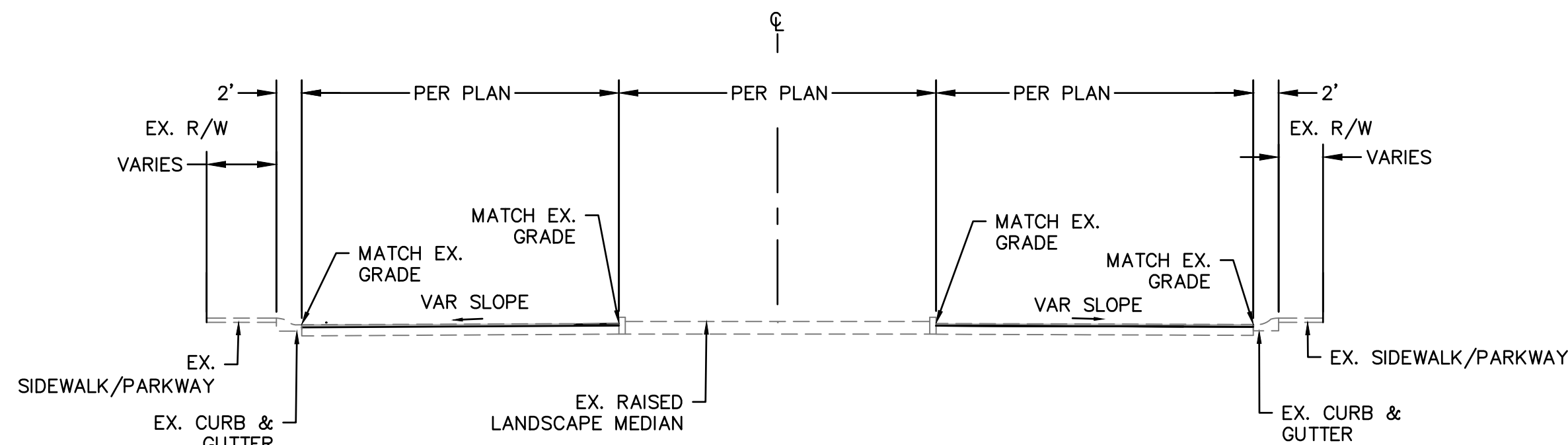
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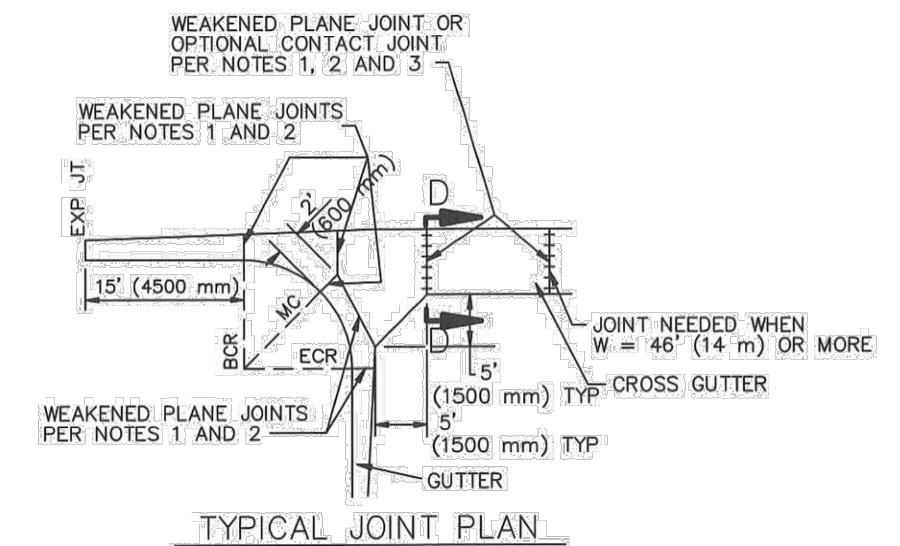
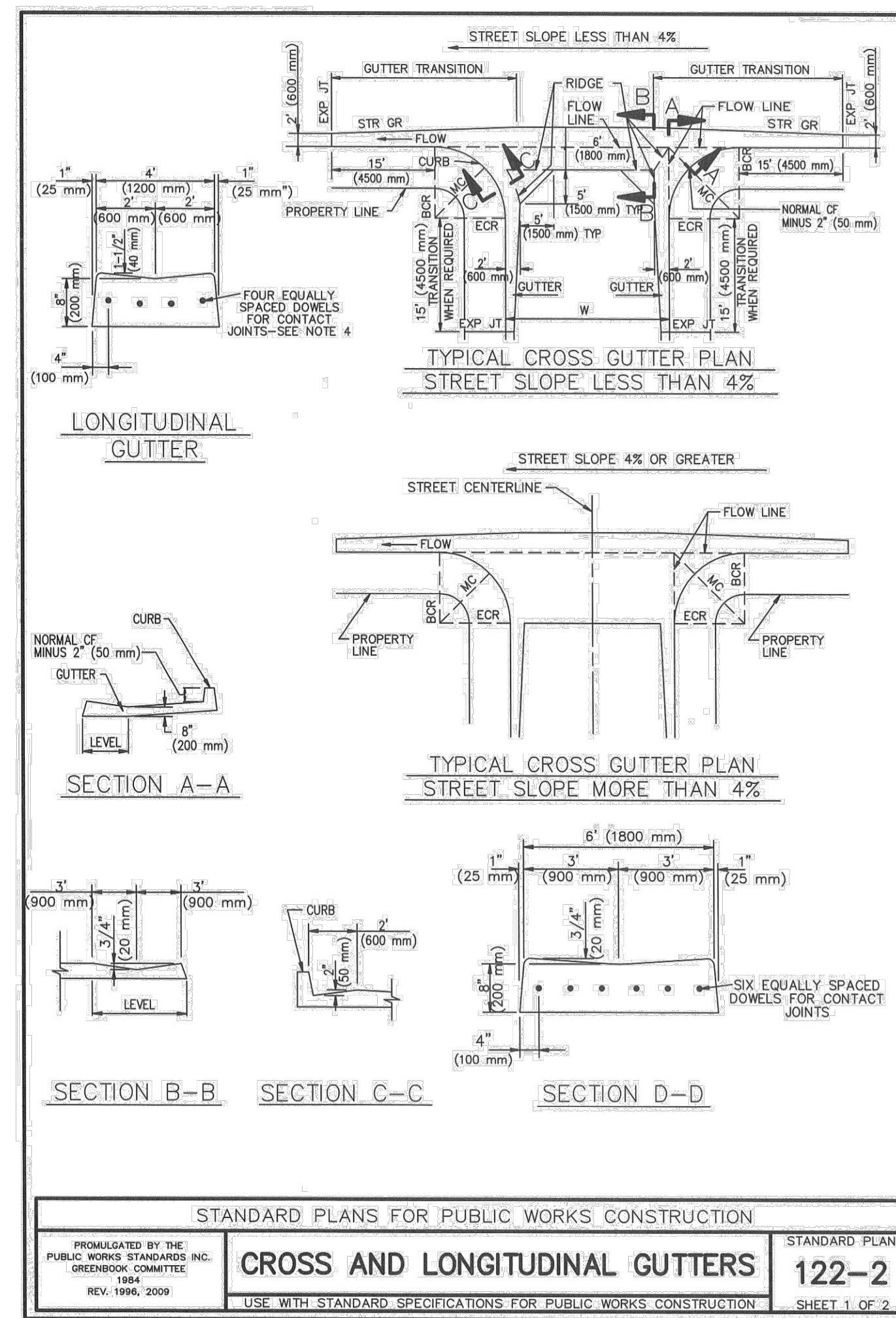
INTERSECTION CONFORM DETAIL
N.T.S.



BRICK PAVER OVERLAY TRANSITION DETAIL
N.T.S.



CUL-DE-SAC MEDIAN TYPICAL SECTION
N.T.S.



- NOTES:
1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
 2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
 3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
 4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
 5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
 6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS AND LONGITUDINAL GUTTERS	122-2
	SHEET 2 OF 2

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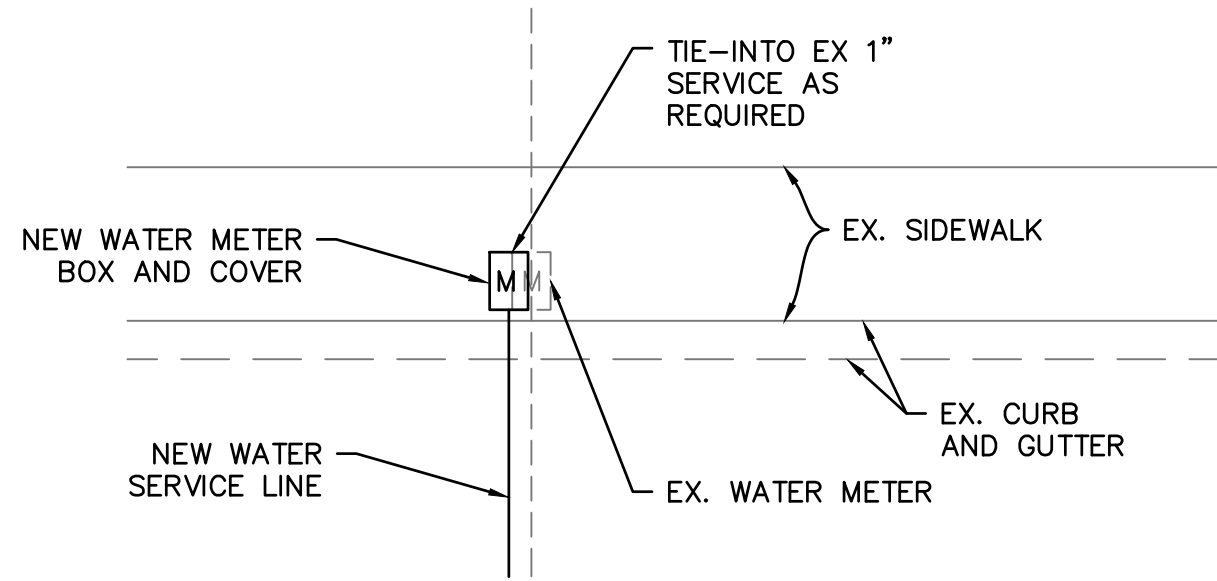
PREPARED UNDER THE SUPERVISION OF:

SHEILA AMPARO
REGISTERED PROFESSIONAL ENGINEER
78003
Exp 9-30-23
CIVIL
STATE OF CALIFORNIA

SHEILA AMPARO DATE: 6/21/2022

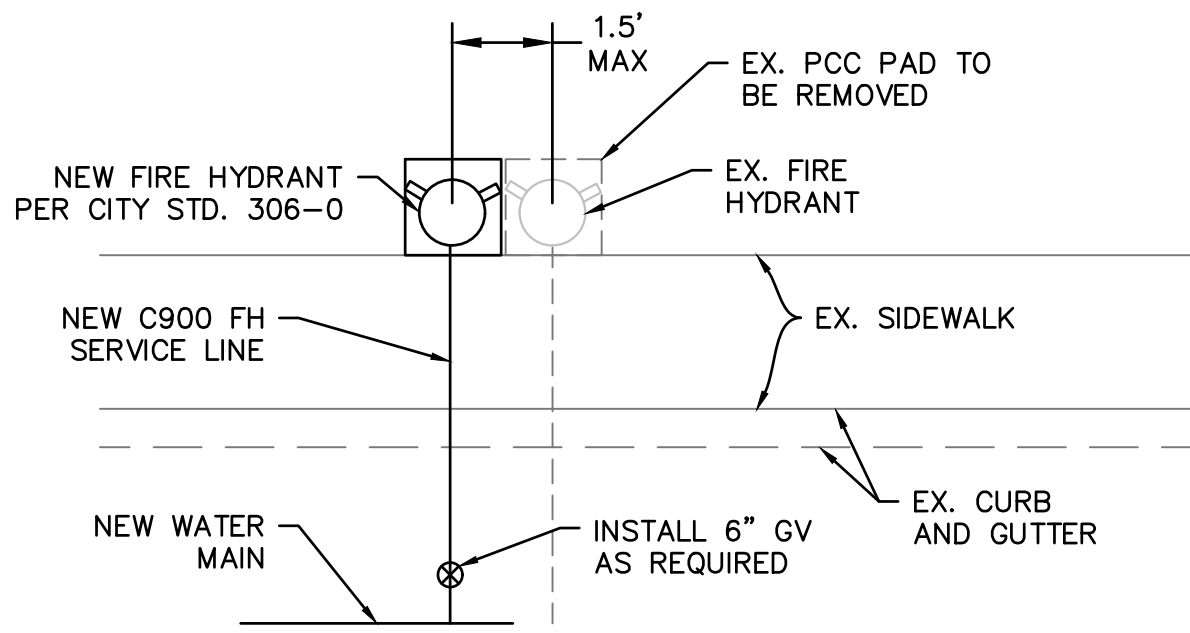
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PUBLIC WORKS DEPARTMENT

TYPICAL SECTIONS AND PAVEMENT DETAILS
COUNTRY HILLS PAVEMENT & WATER IMPROVEMENTS
PHASE 2



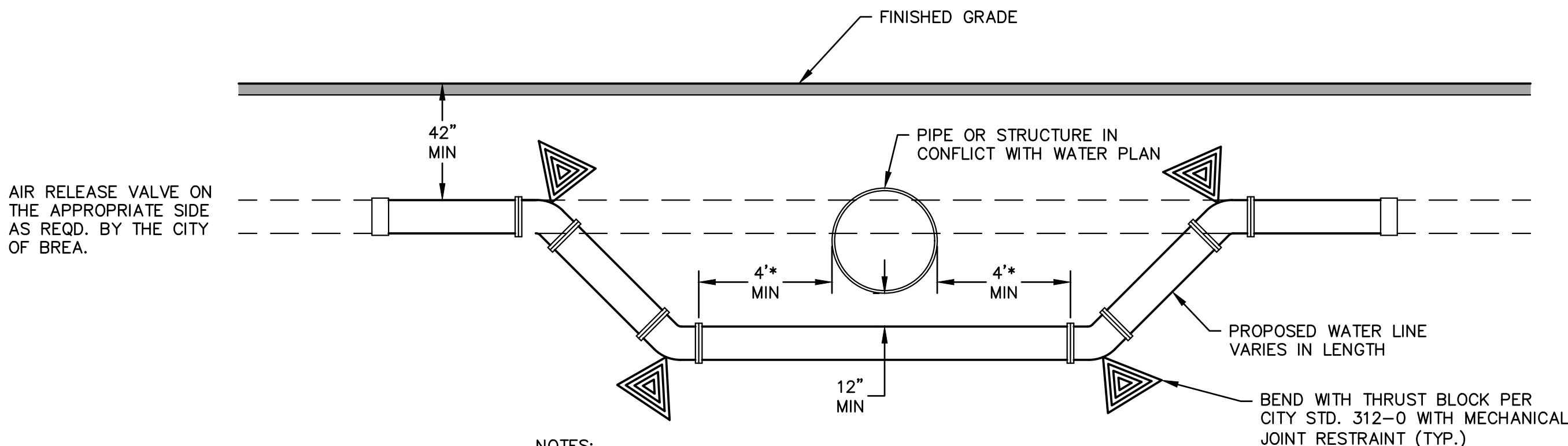
NOTES:
1. CONTRACTOR TO RESTORE AREA IN KIND TO THE SATISFACTION OF THE ENGINEER

WATER SERVICE CONNECTION DETAIL
N.T.S.



NOTES:
1. PLACEMENT OF NEW FIRE HYDRANT SHALL NOT IMPEDE ADA ACCESS AND PROVIDE REQUIRED CLEARANCE AS REQUIRED BY ADA STANDARDS.
2. CONTRACTOR TO VERIFY LOCATION OF NEW FIRE HYDRANT WITH ENGINEER PRIOR TO INSTALLATION.

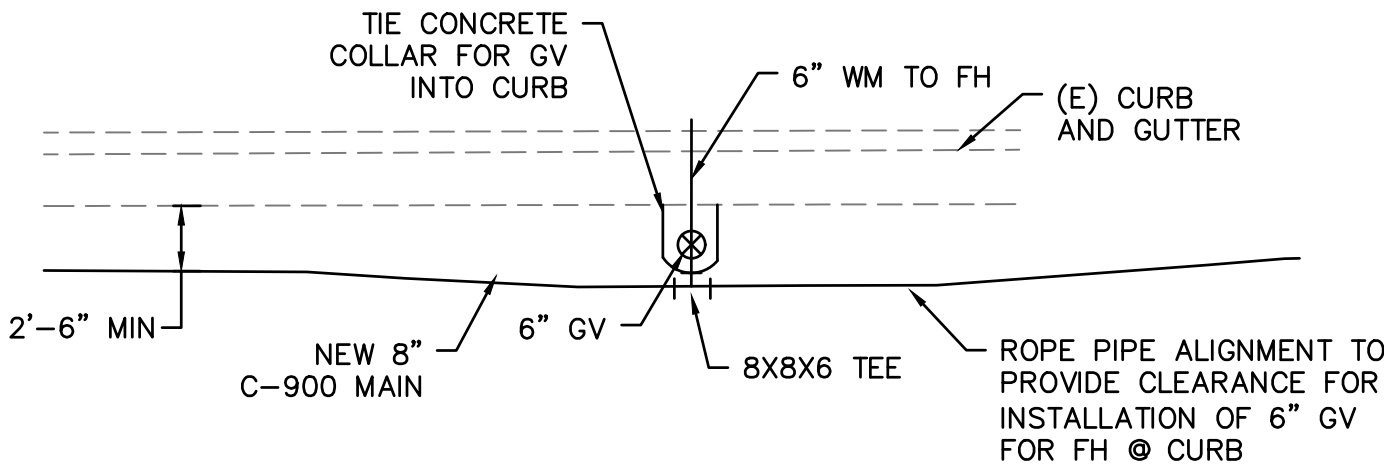
FIRE HYDRANT LOCATION DETAIL
N.T.S.



NOTES:
1. ONLY MECHANICAL JOINT FITTINGS WITH RESTRAINED JOINTS MAY BE USED.
2. ALL BENDS SHALL BE 45° OR 22-1/2° FITTINGS AND INSTALLED PER CITY STD. 312-0.

*- FOR SEWER MAINS IN CONFLICT, DDW SEPARATION REQUIREMENTS SHALL BE ADHERED TO. I.e. FITTINGS OR JOINTS SHALL BE 8' ON EITHER SIDE OF CROSSING.

WATER CROSSING DETAIL
N.T.S.



FIRE HYDRANT 6" GV @ CURB DETAIL
N.T.S.



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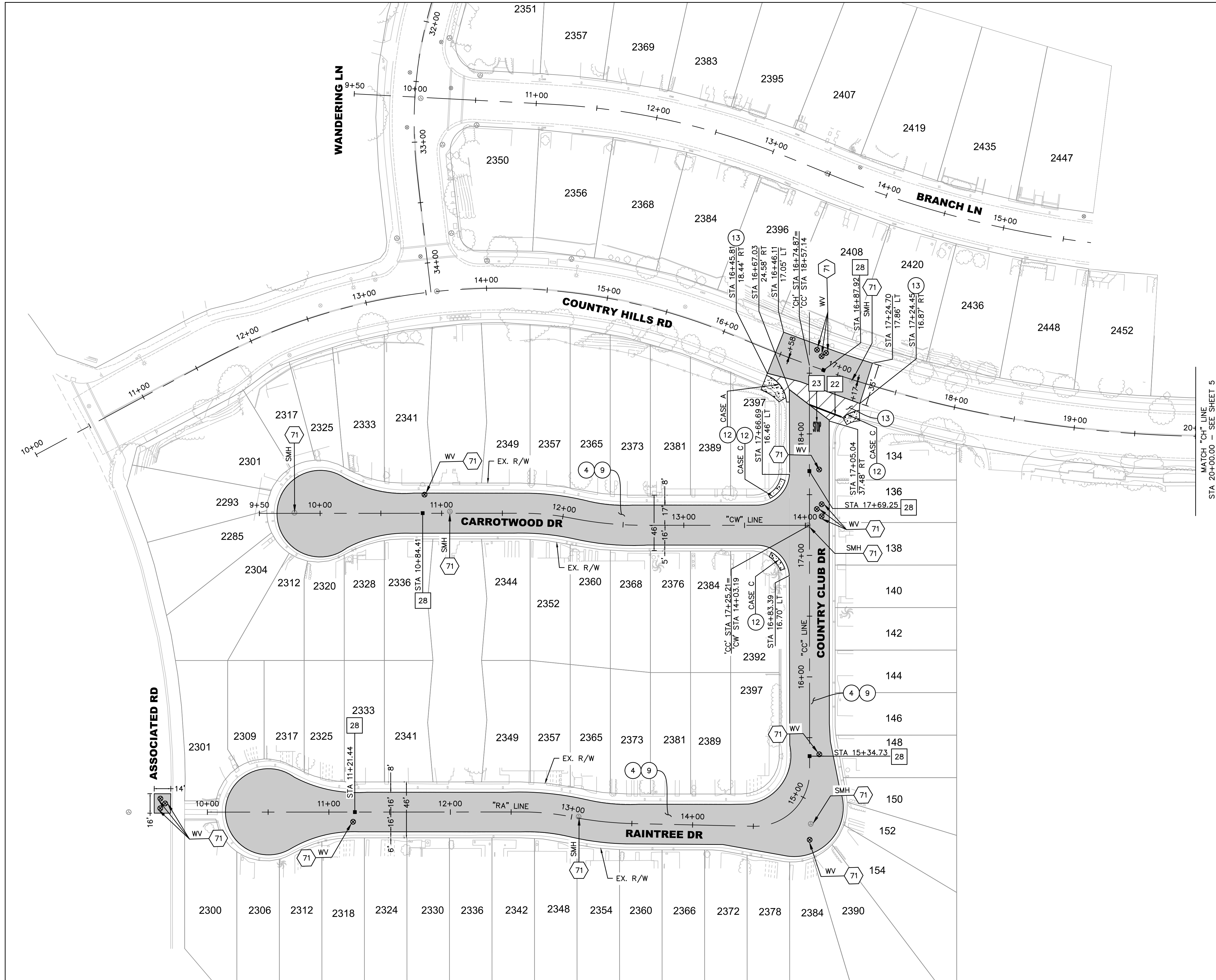
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PUBLIC WORKS DEPARTMENT

WATER DETAILS

COUNTRY HILLS PAVEMENT & WATER IMPROVEMENTS
PHASE 2



CONSTRUCTION NOTES:

- 4 COLD MILL 3" EXISTING AC
- 9 CONSTRUCT 3" HMA
- 12 REMOVE AND REPLACE CURB RAMP PER CALTRANS STD. PLAN NO. A88A
- 13 REMOVE AND REPLACE CROSS GUTTER FROM JOINT TO JOINT AS SHOWN ON PLAN PER CITY STD. PLAN NO. 114-0

SIGNING & STRIPING CONSTRUCTION NOTES:

- 21 PAINT 6" DOUBLE YELLOW LANE LINE PER CALTRANS STD. PLAN A20A, DETAIL 21
- 22 PAINT 12" WHITE STOP LINE PER CALTRANS STD. PLAN A24E
- 23 PAINT WHITE 'STOP' PAVEMENT MARKING PER CALTRANS STD. PLAN A24D
- 25 PAINT 12" SOLID YELLOW CROSSWALK TYPE BASIC PER CALTRANS STD. PLAN A24F
- 28 INSTALL TWO-WAY RETROREFLECTIVE BLUE RAISED PAVEMENT MARKER PER CITY STD. PLAN 306-0

UTILITY CONSTRUCTION NOTES:

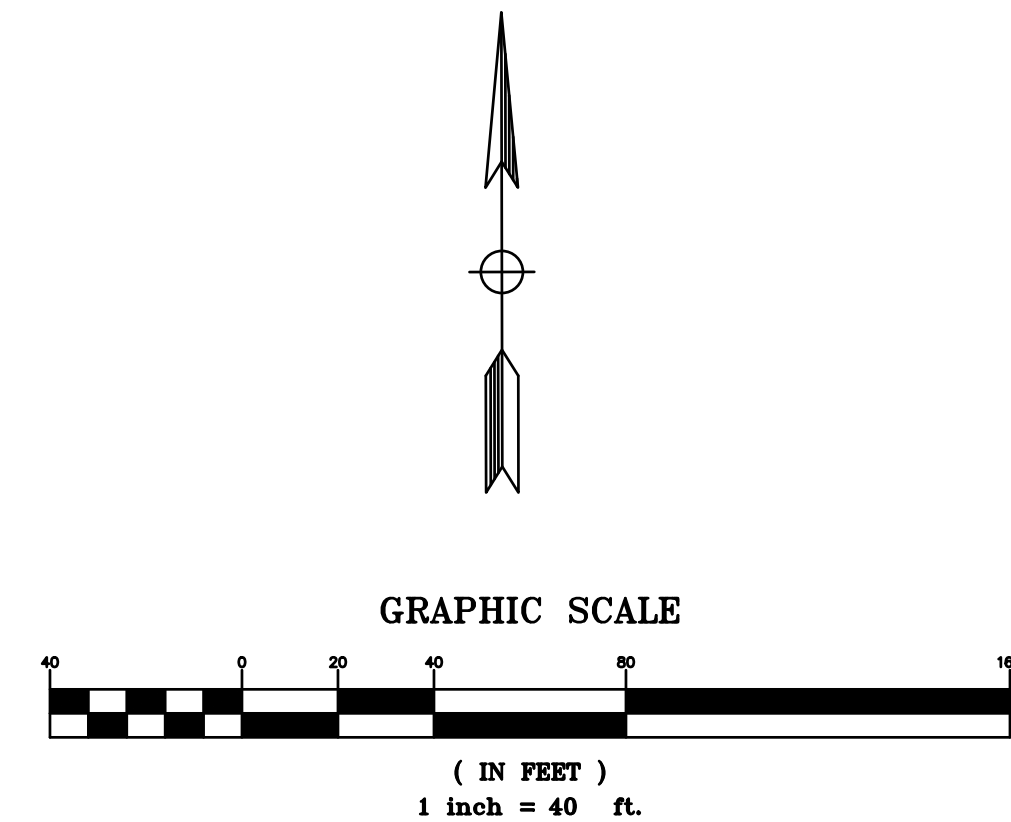
- 71 ADJUST TO FINISH GRADE (ITEM)

LEGEND:

- GRIND AND OVERLAY PER CONSTRUCTION NOTE
- PCC CONSTRUCTION
- REMOVE AND REPLACE CROSS GUTTER OR LONGITUDINAL GUTTER
- CHANGE OF PAVEMENT DELINEATION DETAIL
- BLUE PAVEMENT MARKER FOR FIRE HYDRANT

NOTES:

- SEE WATER IMPROVEMENT PLANS FOR EXISTING UTILITIES.
- SIGNING AND STRIPING SHALL BE IN COMPLIANCE WITH 2018 CALTRANS STANDARD PLANS AND THE 2014 CAMUTCD
- STREET IMPROVEMENT STATION IS PER STREET CENTERLINE STATION.
- CONTRACTOR TO PROTECT IN PLACE EXISTING FACILITIES AND ROADWAY FEATURES THAT ARE NOT BEING RECONSTRUCTED ON THESE PLANS.



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SHEILA AMPARO
DATE: 6/21/2022

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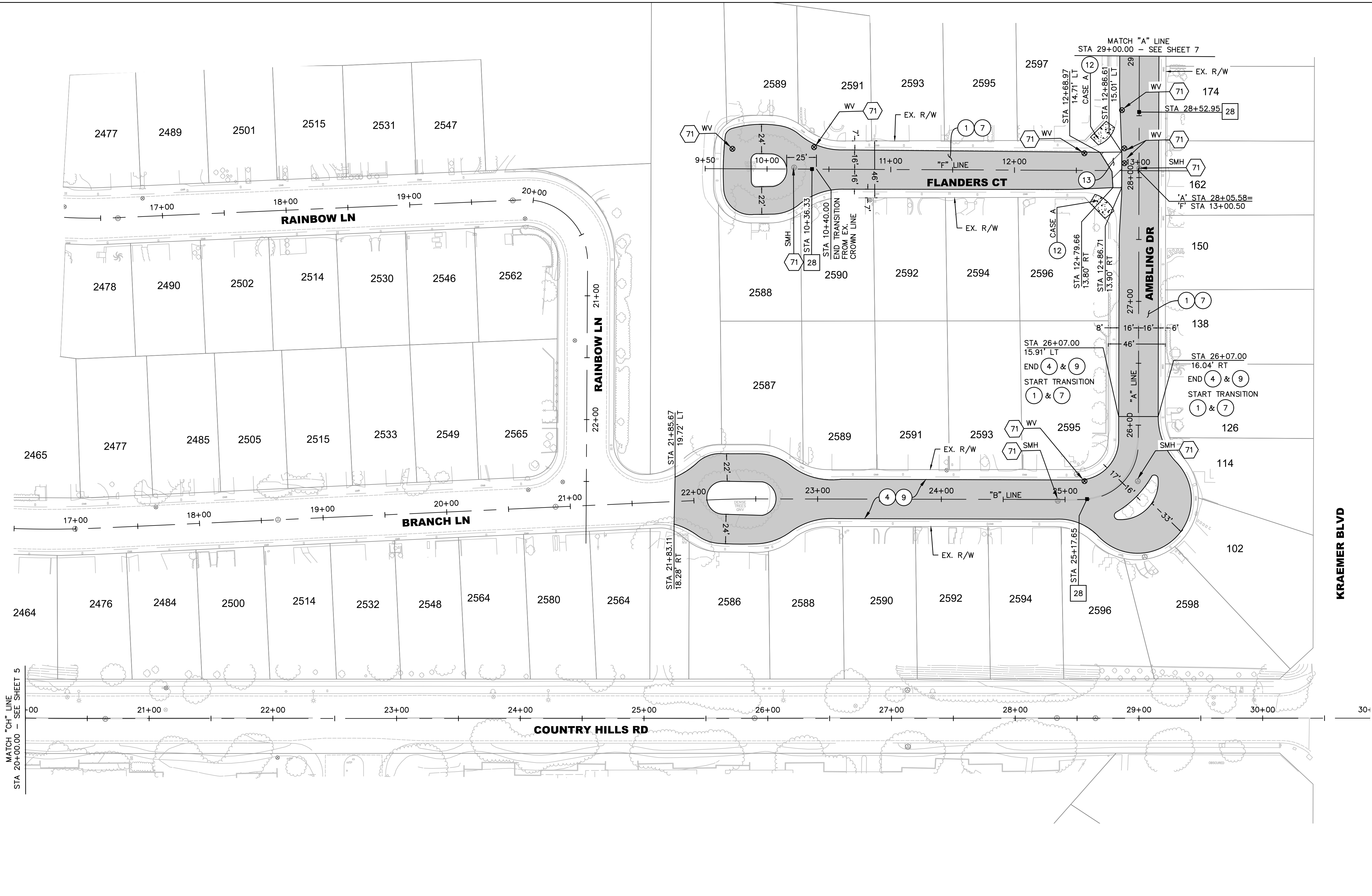
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STREET IMPROVEMENT PLAN

COUNTRY HILLS PAVEMENT & WATER IMPROVEMENTS
PHASE 2

SHEET

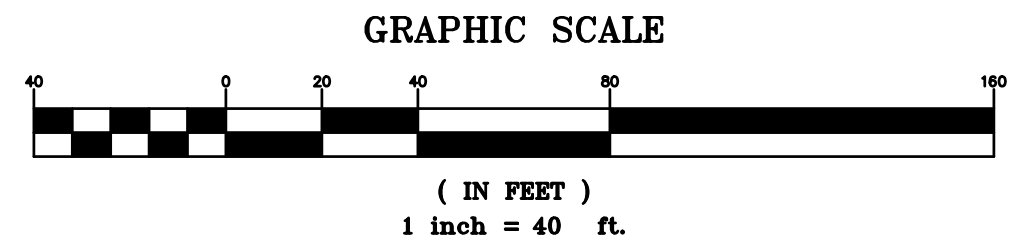
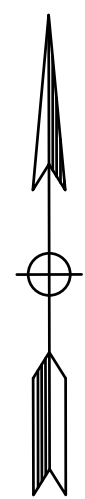
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- CONSTRUCTION NOTES:**
- 1 COLD MILL 1" EXISTING AC
 - 4 COLD MILL 3" EXISTING AC
 - 7 CONSTRUCT 2" HMA
 - 9 CONSTRUCT 3" HMA
 - 12 REMOVE AND REPLACE CURB RAMP PER CALTRANS STD. PLAN NO. A88A
 - 13 REMOVE AND REPLACE CROSS GUTTER FROM JOINT TO JOINT AS SHOWN ON PLAN PER CITY STD. PLAN NO. 114-0
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 - 23 PAINT WHITE 'STOP' PAVEMENT MARKING PER CALTRANS STD. PLAN A24D
 - 28 INSTALL TWO-WAY RETROREFLECTIVE BLUE RAISED PAVEMENT MARKER PER CITY STD. PLAN 306-0

- UTILITY CONSTRUCTION NOTES:**
- 71 ADJUST TO FINISH GRADE (ITEM)
- LEGEND:**
- GRIND AND OVERLAY PER CONSTRUCTION NOTE
 - PCC CONSTRUCTION
 - REMOVE AND REPLACE CROSS GUTTER OR LONGITUDINAL GUTTER
 - BLUE PAVEMENT MARKER FOR FIRE HYDRANT

- NOTES:**
- SEE WATER IMPROVEMENT PLANS FOR EXISTING UTILITIES.
 - SIGNING AND STRIPING SHALL BE IN COMPLIANCE WITH 2018 CALTRANS STANDARD PLANS AND THE 2014 CAMUTCD.
 - STREET IMPROVEMENT STATION IS PER STREET CENTERLINE STATION.
 - CONTRACTOR TO PROTECT IN PLACE EXISTING FACILITIES AND ROADWAY FEATURES THAT ARE NOT BEING RECONSTRUCTED ON THESE PLANS.



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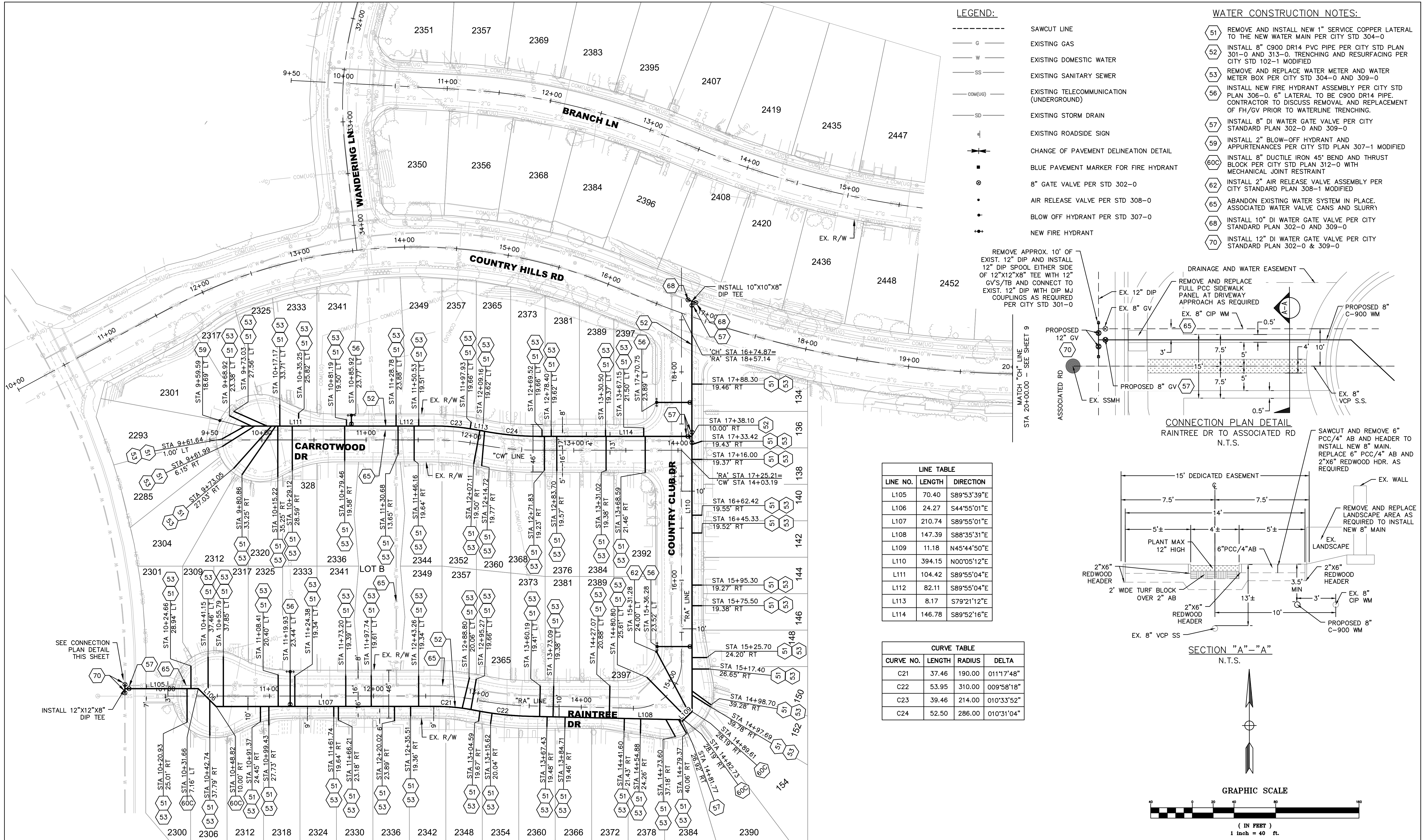
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STREET IMPROVEMENT PLAN

COUNTRY HILLS PAVEMENT & WATER IMPROVEMENTS
PHASE 2

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7
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BRUCE KIRBY

DATE: 6/21/2022



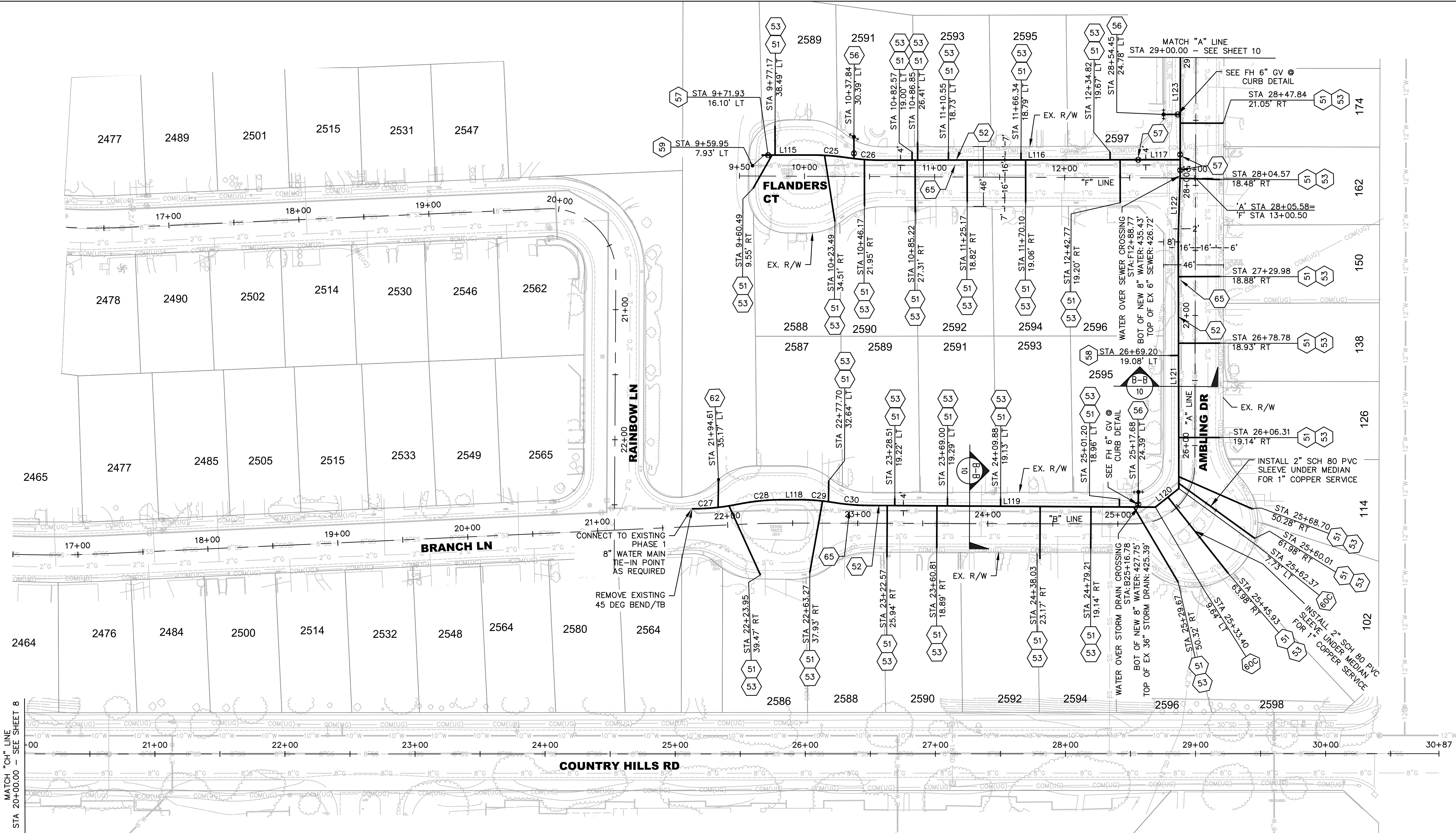
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WATER IMPROVEMENT PLAN

COUNTRY HILLS PAVEMENT & WATER IMPROVEMENTS
PHASE 2

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9
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12

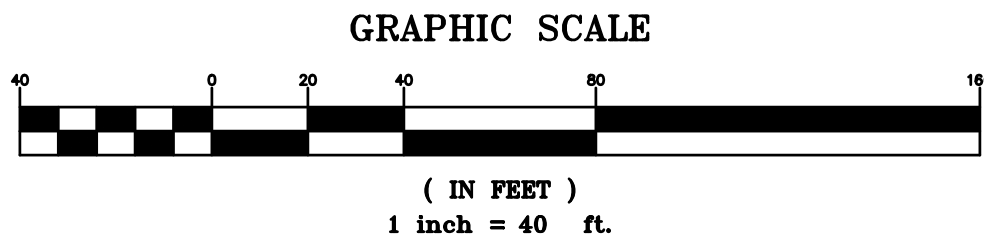
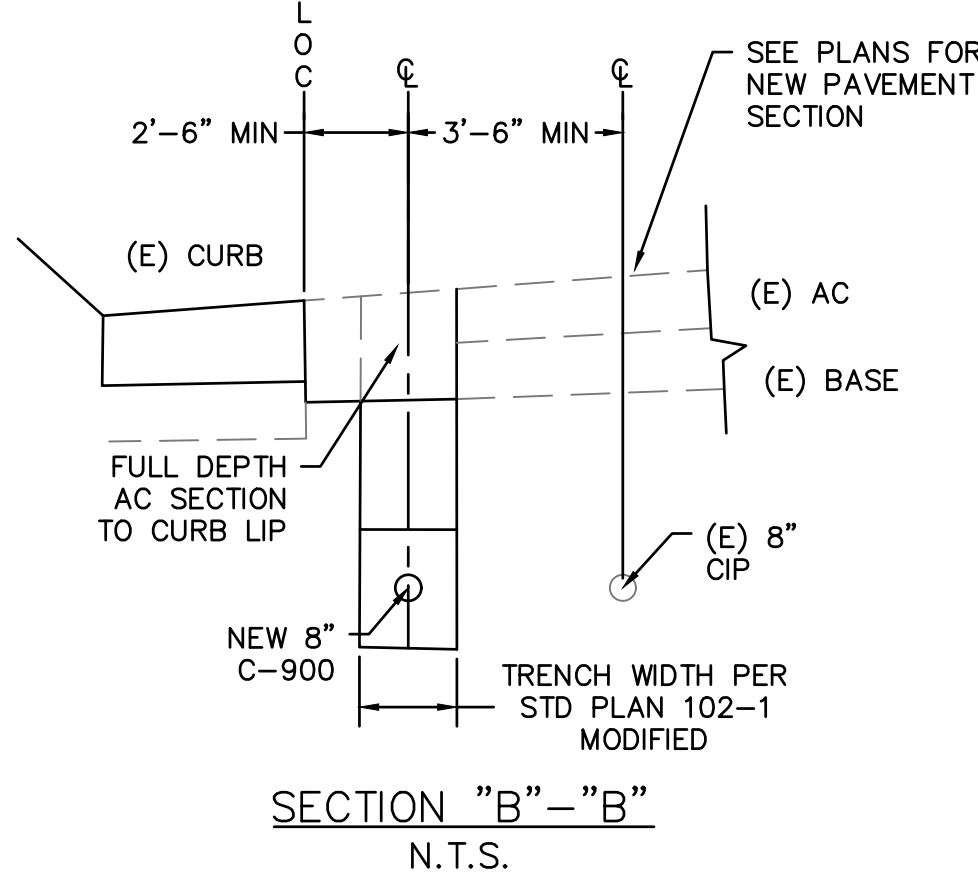


LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L115	40.77	S89°57'59"E
L116	197.95	S89°58'22"E
L117	32.32	S89°51'06"E
L118	12.71	N89°59'20"E
L119	220.72	S89°32'43"E
L120	23.05	N51°44'34"E
L121	194.94	N00°00'52"W
L122	45.54	N01°56'58"E
L123	189.07	N00°13'11"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C25	24.85	170.00	008°22'31"
C26	26.10	170.00	008°47'51"
C27	35.35	170.00	011°54'52"
C28	37.19	170.00	012°31'58"
C29	24.46	170.00	008°14'44"
C30	26.34	170.00	008°52'43"

- WATER CONSTRUCTION NOTES:
- 51 REMOVE AND INSTALL NEW 1" SERVICE COPPER LATERAL TO THE NEW WATER MAIN PER CITY STD 304-0
 - 52 INSTALL 8" C900 DR14 PVC PIPE PER CITY STD PLAN 301-0 AND 313-0. TRENCHING AND RESURFACING PER CITY STD 102-1 MODIFIED
 - 53 REMOVE AND REPLACE WATER METER AND WATER METER BOX PER CITY STD 304-0 AND 309-0
 - 56 INSTALL NEW FIRE HYDRANT ASSEMBLY PER CITY STD PLAN 306-0. 6" LATERAL TO BE C900 DR14 PIPE. CONTRACTOR TO DISCUSS REMOVAL AND REPLACEMENT OF FH/GV PRIOR TO WATERLINE TRENCHING.
 - 57 INSTALL 8" DI WATER GATE VALVE PER CITY STANDARD PLAN 302-0 AND 309-0
 - 58 INSTALL NEW 2" IRRIGATION SERVICE PER CITY STD PLAN 316-0.
 - 59 INSTALL 2" BLOW-OFF HYDRANT AND APPURTENANCES PER CITY STD PLAN 307-1 MODIFIED
 - 60C INSTALL 8" DUCTILE IRON 45° BEND AND THRUST BLOCK PER CITY STD PLAN 312-0 WITH MECHANICAL JOINT RESTRAINT
 - 62 INSTALL 2" AIR RELEASE VALVE ASSEMBLY PER CITY STANDARD PLAN 308-1 MODIFIED
 - 65 ABANDON EXISTING WATER SYSTEM IN PLACE. REMOVE ASSOCIATED WATER VALVE CANS AND SLURRY FILL VOIDS.

- LEGEND:
- SAWCUT LINE
 - G --- EXISTING GAS
 - W --- EXISTING DOMESTIC WATER
 - SS --- EXISTING SANITARY SEWER
 - com(UG) --- EXISTING TELECOMMUNICATION (UNDERGROUND)
 - SD --- EXISTING STORM DRAIN
 - 4 --- EXISTING ROADSIDE SIGN
 - CHANGE OF PAVEMENT DELINEATION DETAIL
 - BLUE PAVEMENT MARKER FOR FIRE HYDRANT
 - ⊗ 8" GATE VALVE PER STD 302-0
 - AIR RELEASE VALVE PER STD 308-0
 - BLOW OFF HYDRANT PER STD 307-0
 - NEW FIRE HYDRANT



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PREPARED UNDER THE SUPERVISION OF:

BRUCE KIRBY
REGISTERED PROFESSIONAL ENGINEER
No. C 42393
Exp. 03/31/24
CIVIL
STATE OF CALIFORNIA

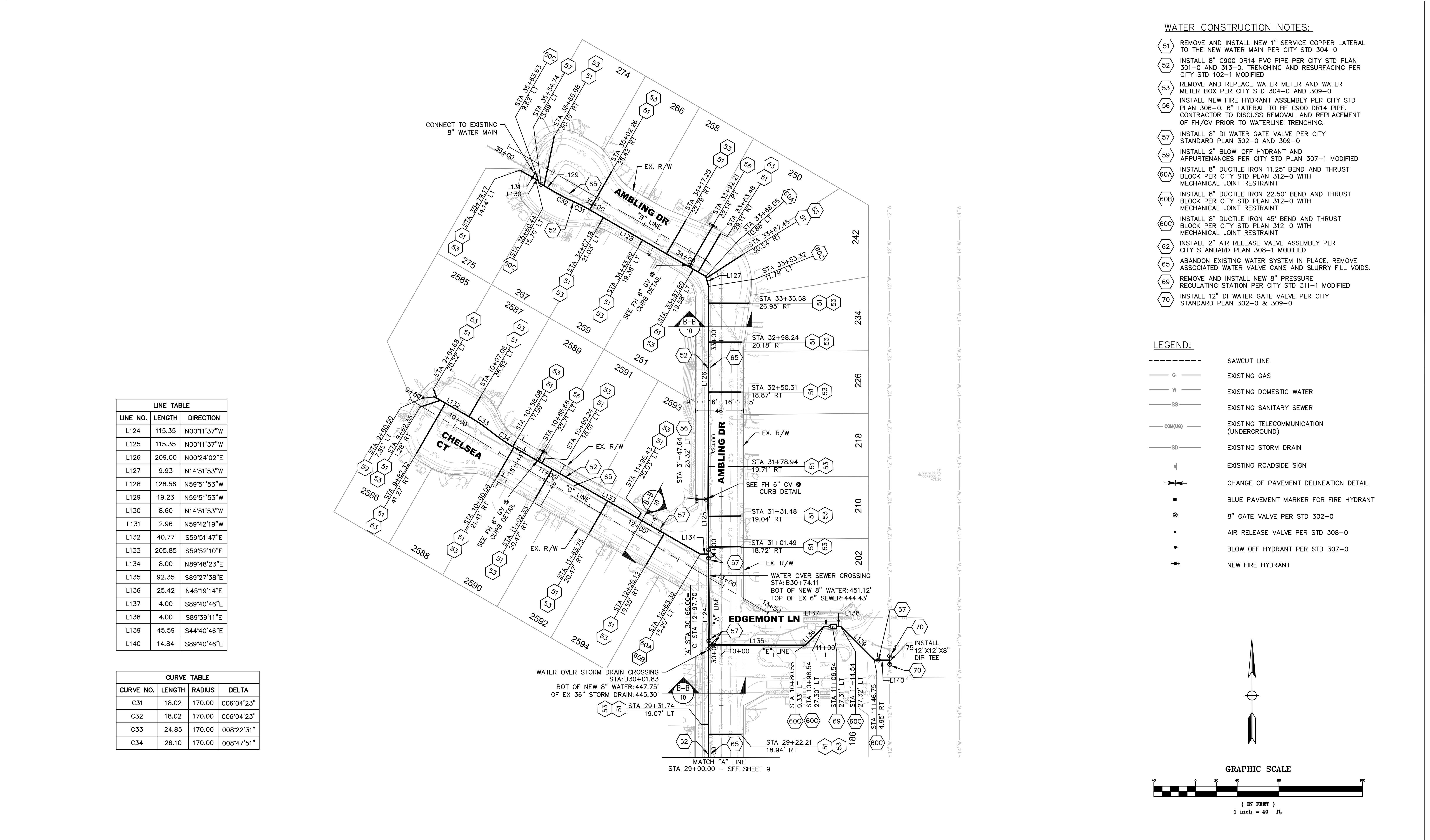
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PUBLIC WORKS DEPARTMENT

WATER IMPROVEMENT PLAN

COUNTRY HILLS PAVEMENT & WATER IMPROVEMENTS
PHASE 2

10
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12

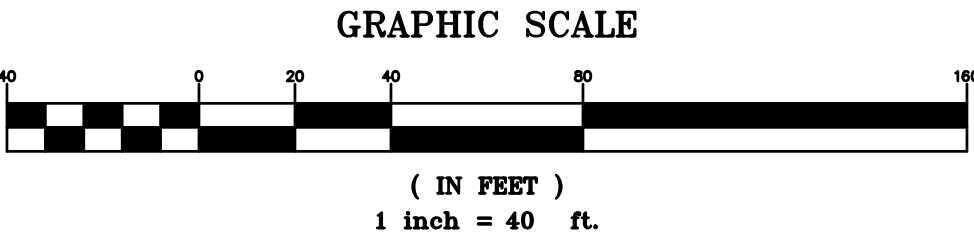
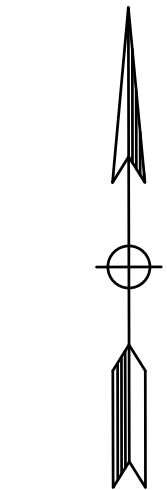


WATER CONSTRUCTION NOTES:

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- 57 INSTALL 8" DI WATER GATE VALVE PER CITY STANDARD PLAN 302-0 AND 309-0
- 59 INSTALL 2" BLOW-OFF HYDRANT AND APPURTENANCES PER CITY STD PLAN 307-1 MODIFIED
- 60A INSTALL 8" DUCTILE IRON 11.25' BEND AND THRUST BLOCK PER CITY STD PLAN 312-0 WITH MECHANICAL JOINT RESTRAINT
- 60B INSTALL 8" DUCTILE IRON 22.50' BEND AND THRUST BLOCK PER CITY STD PLAN 312-0 WITH MECHANICAL JOINT RESTRAINT
- 60C INSTALL 8" DUCTILE IRON 45' BEND AND THRUST BLOCK PER CITY STD PLAN 312-0 WITH MECHANICAL JOINT RESTRAINT
- 62 INSTALL 2" AIR RELEASE VALVE ASSEMBLY PER CITY STANDARD PLAN 308-1 MODIFIED
- 65 ABANDON EXISTING WATER SYSTEM IN PLACE. REMOVE ASSOCIATED WATER VALVE CANS AND SLURRY FILL VOIDS.
- 69 REMOVE AND INSTALL NEW 8" PRESSURE REGULATING STATION PER CITY STD 311-1 MODIFIED
- 70 INSTALL 12" DI WATER GATE VALVE PER CITY STANDARD PLAN 302-0 & 309-0

LEGEND:

- SAWCUT LINE
- G --- EXISTING GAS
- W --- EXISTING DOMESTIC WATER
- SS --- EXISTING SANITARY SEWER
- COM(UG) --- EXISTING TELECOMMUNICATION (UNDERGROUND)
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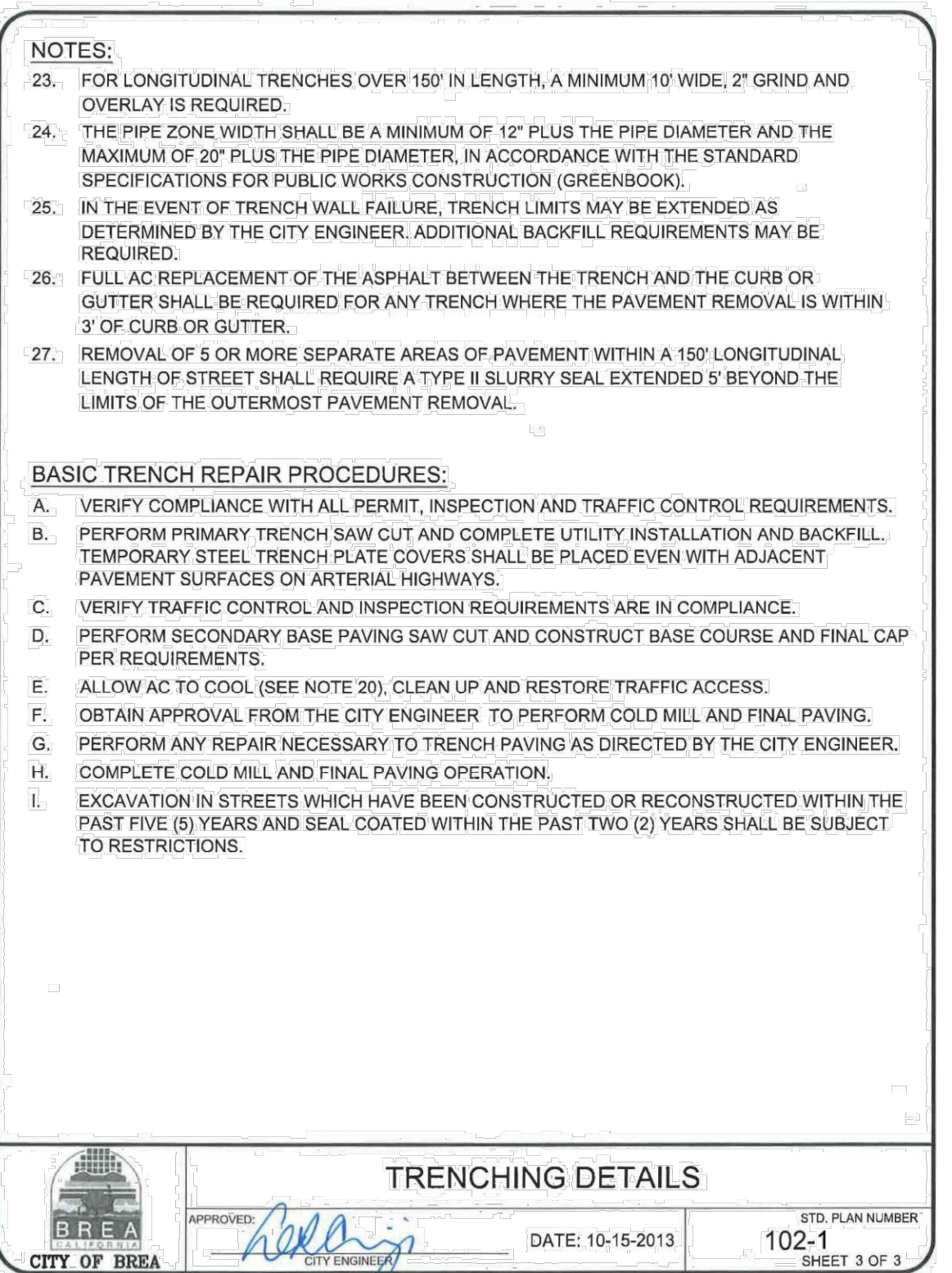
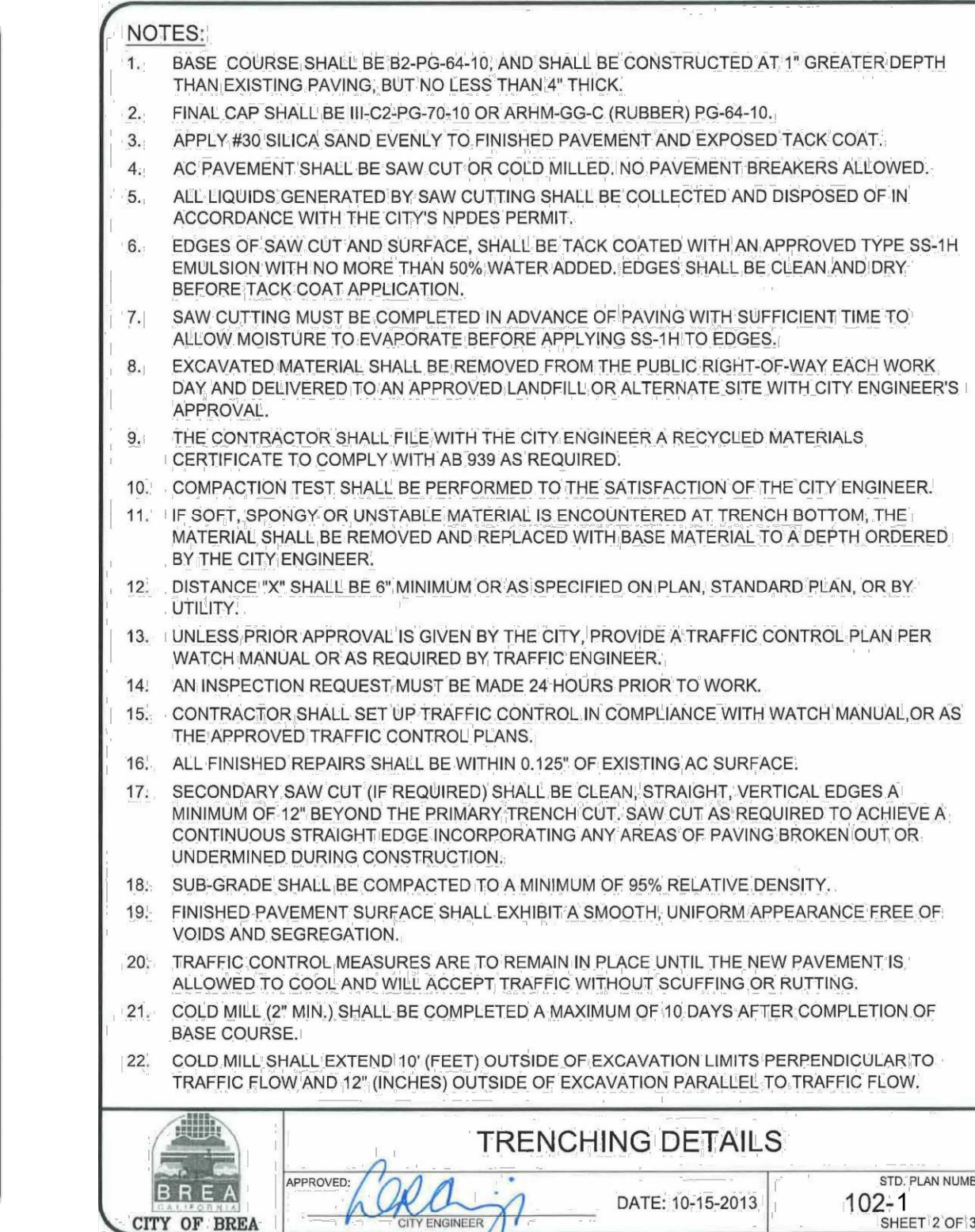
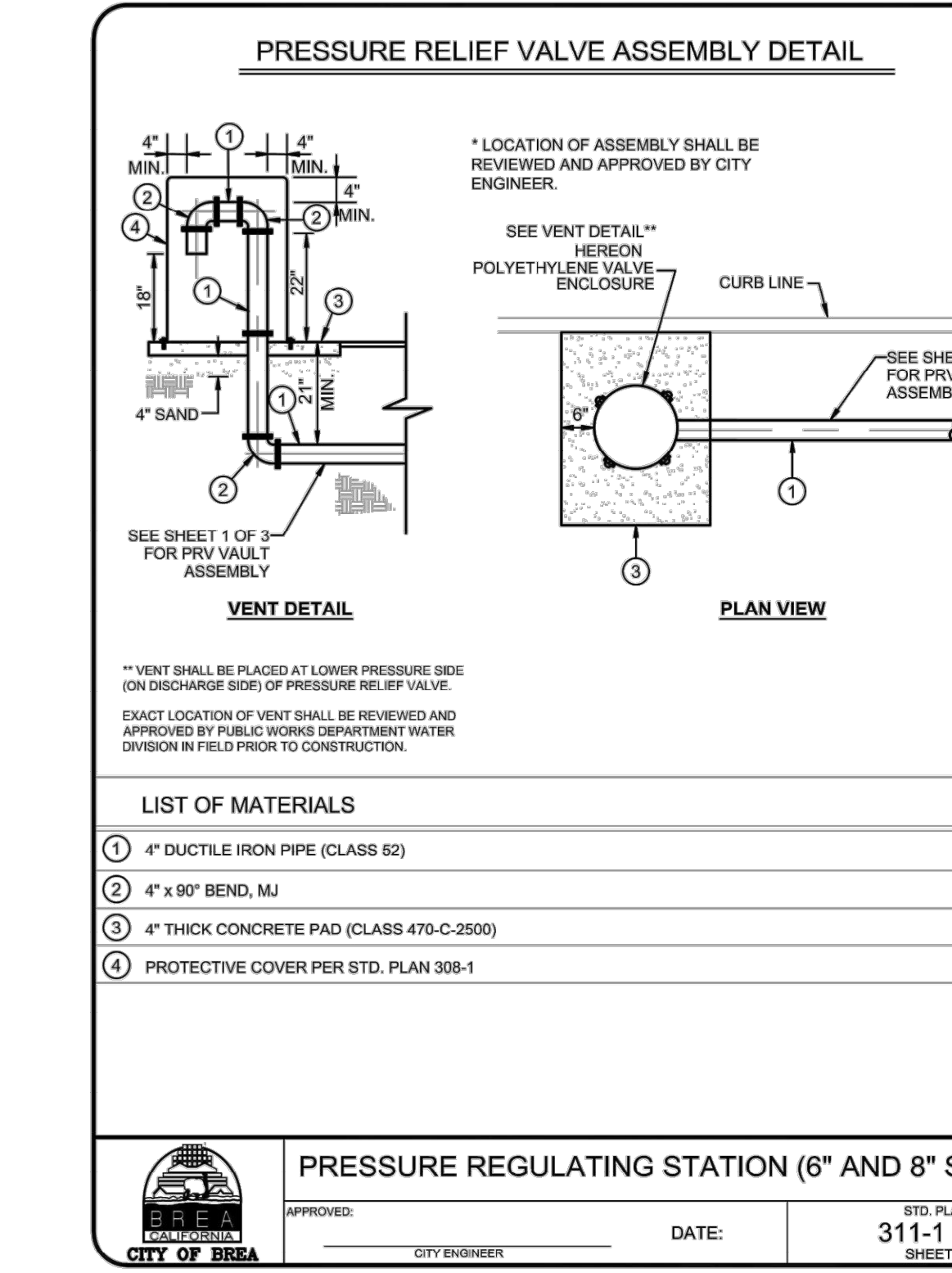
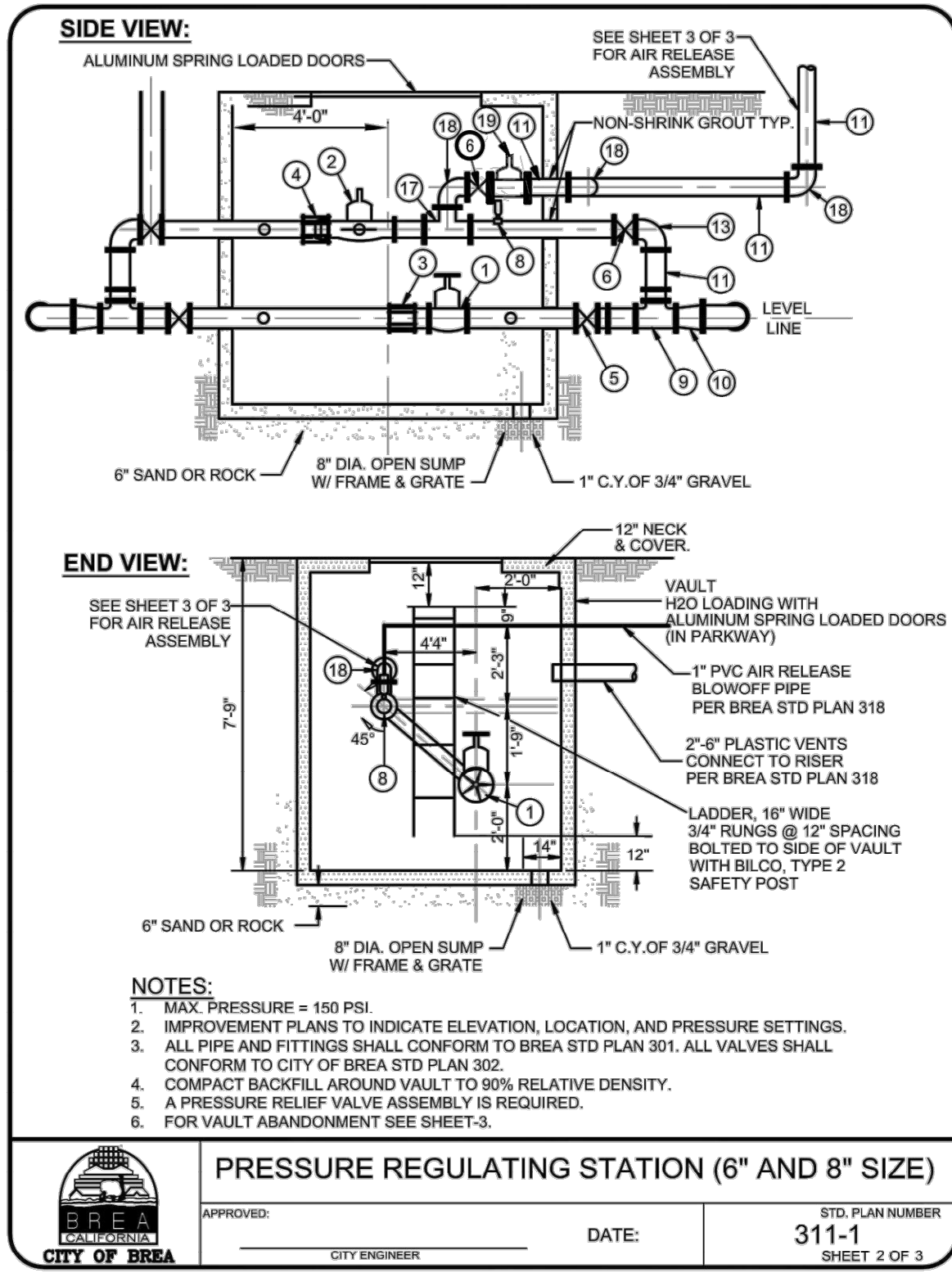
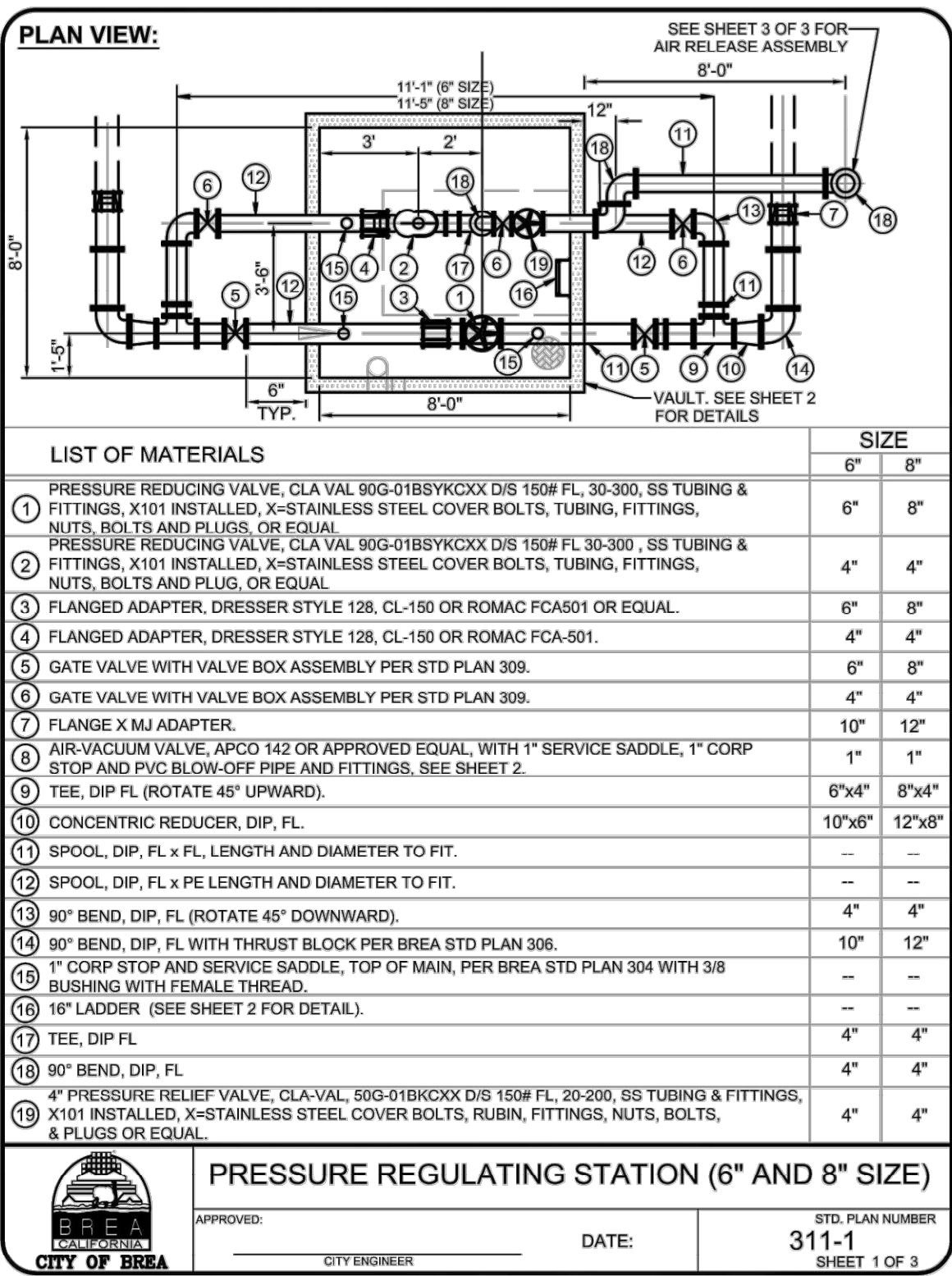
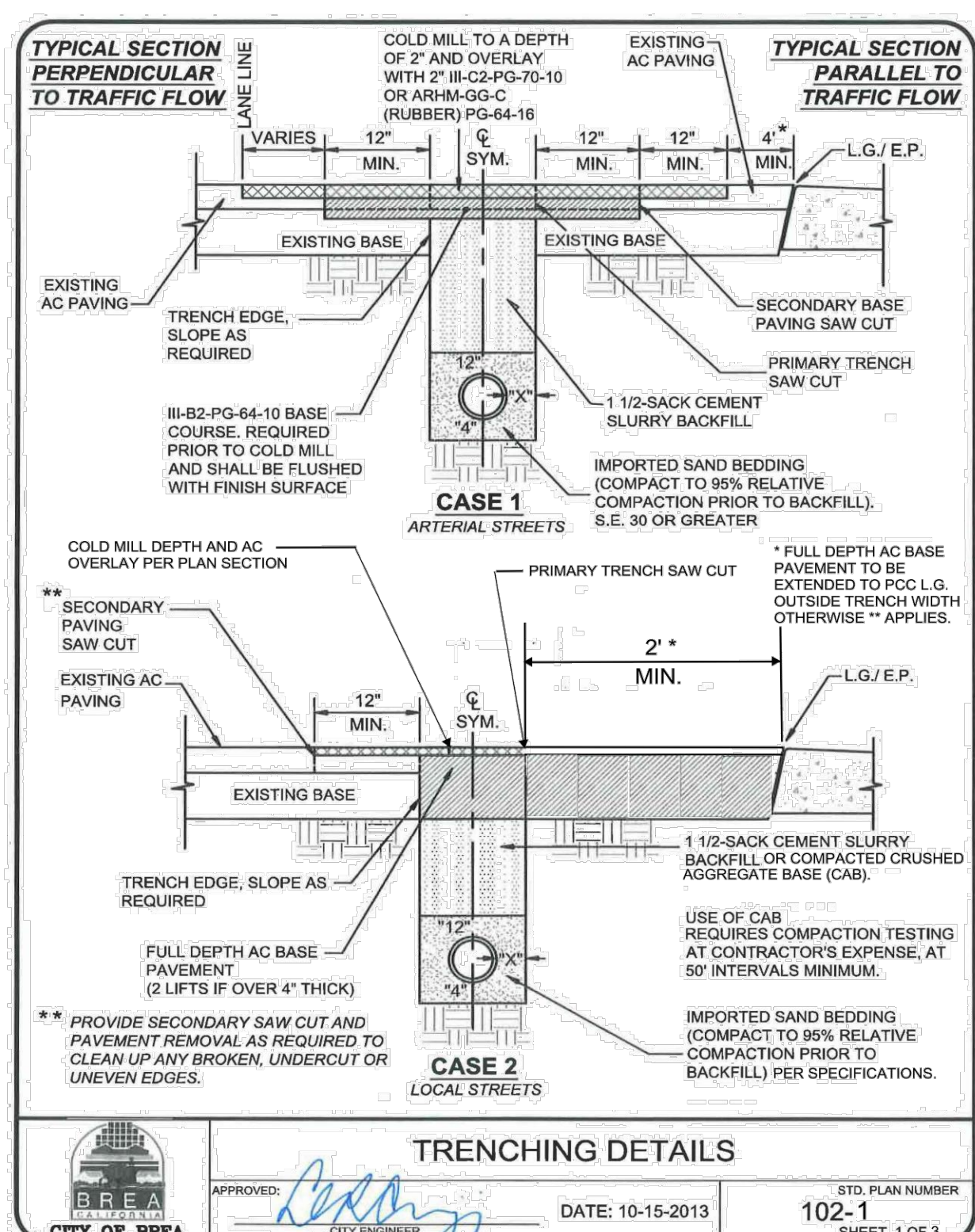
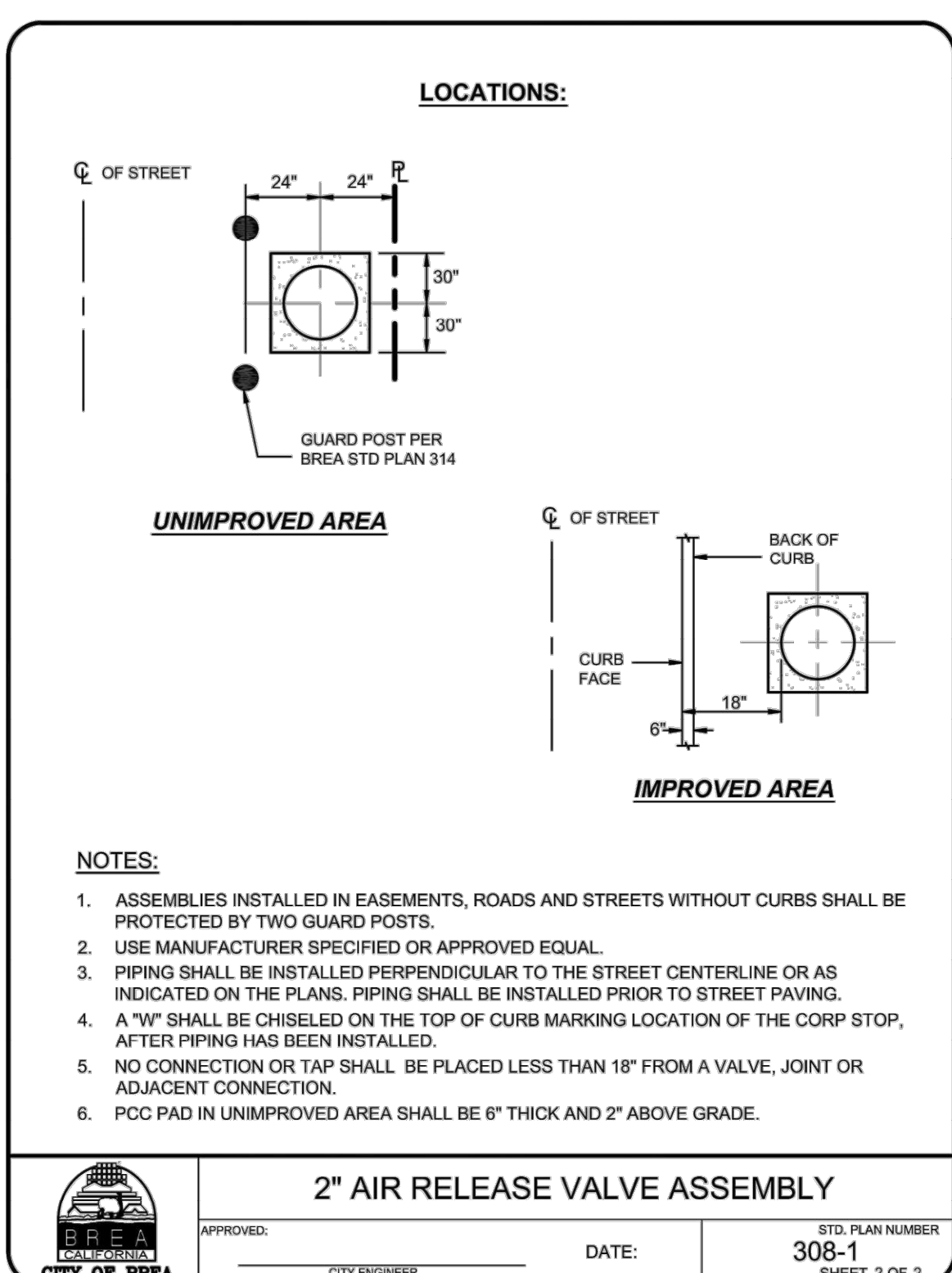
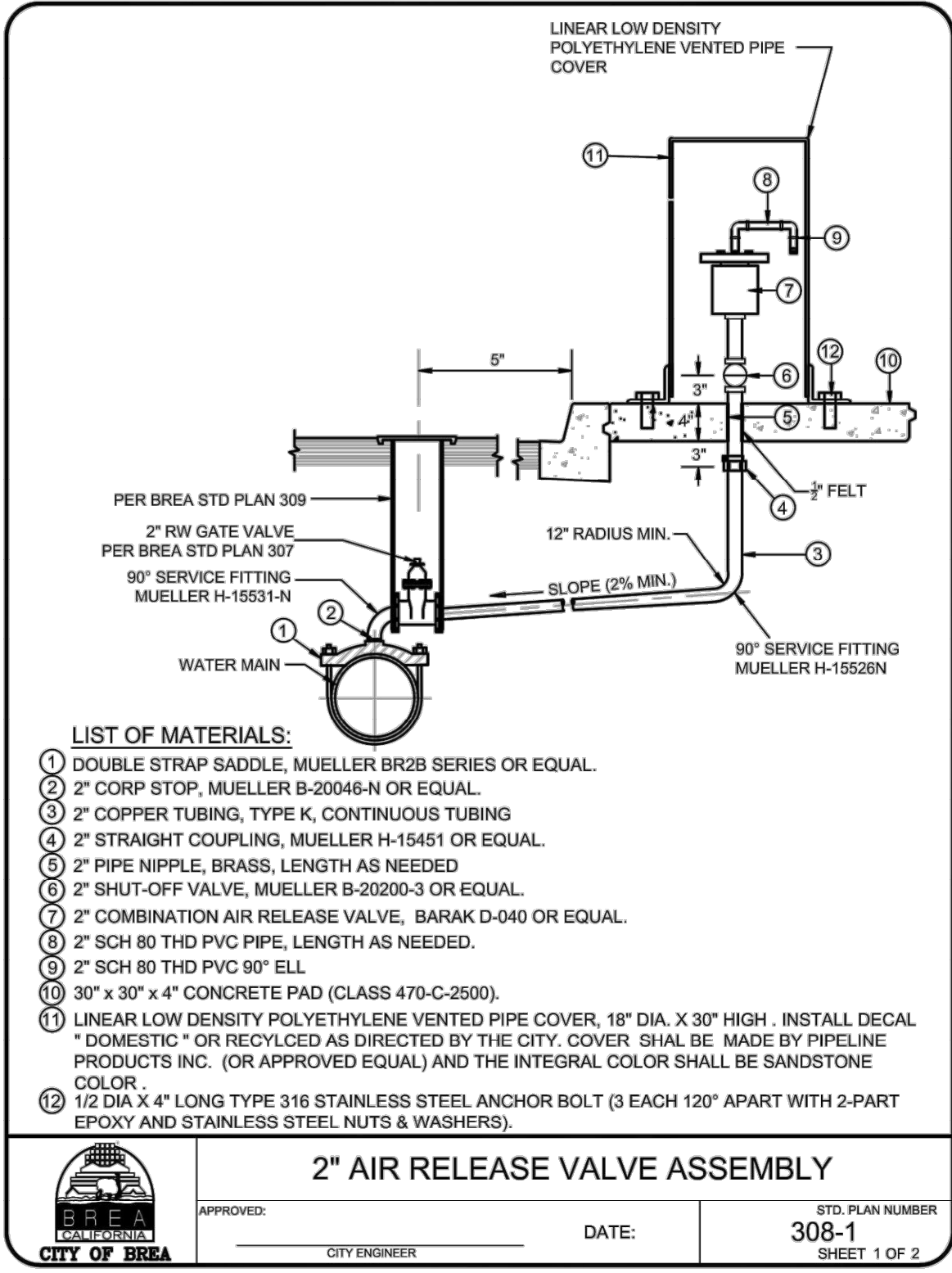
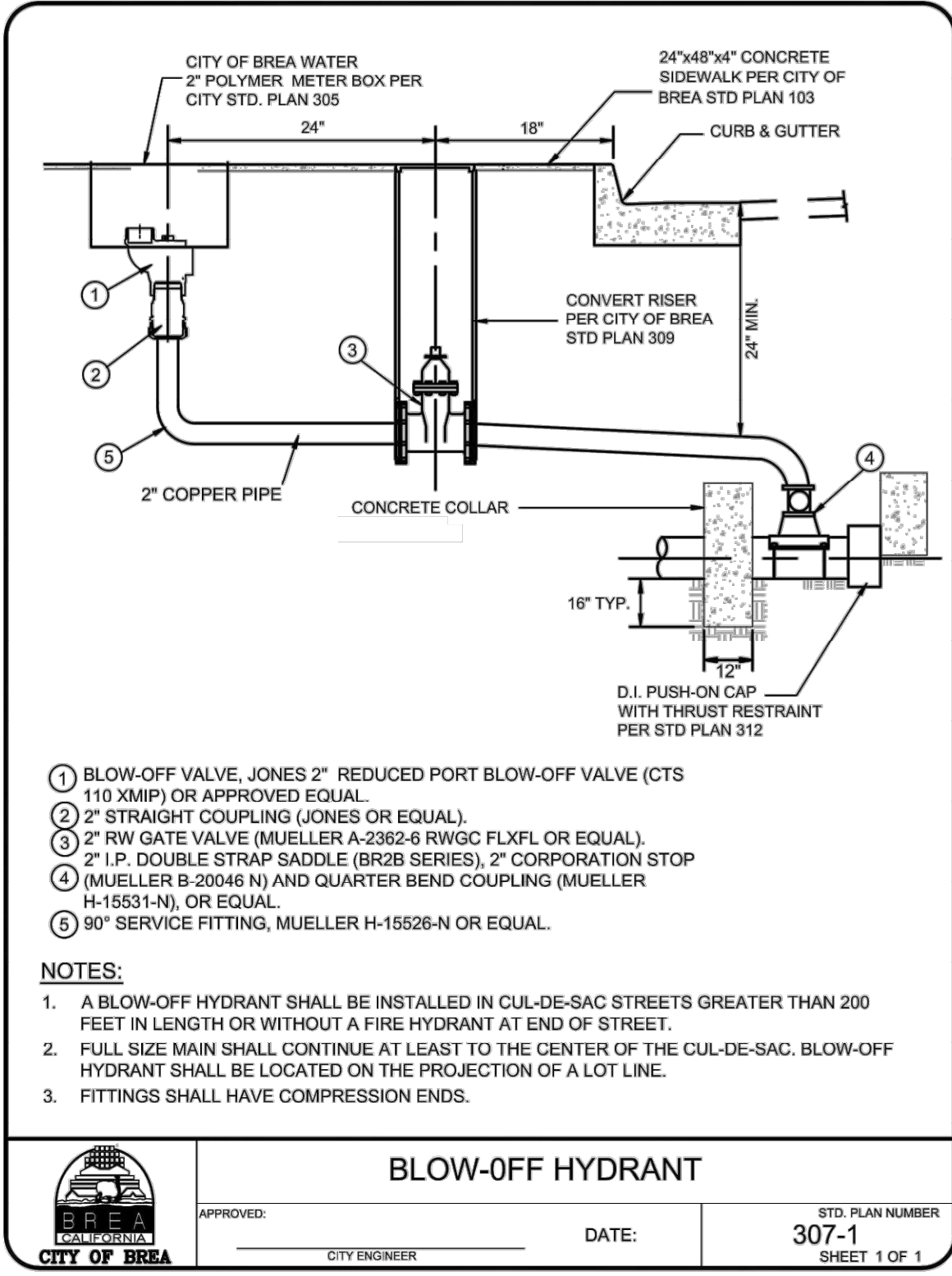
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PUBLIC WORKS DEPARTMENT

WATER IMPROVEMENT PLAN

COUNTRY HILLS PAVEMENT & WATER IMPROVEMENTS
PHASE 2

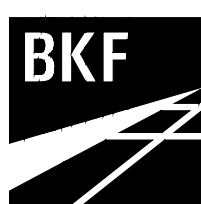
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11
OF
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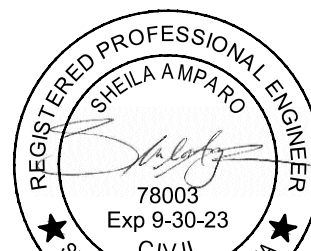
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PREPARED UNDER THE SUPERVISION OF:



SHEILA AMPARO DATE: 6/21/2022



CITY OF BREA
PUBLIC WORKS DEPARTMENT

CONSTRUCTION DETAILS

COUNTRY HILLS PAVEMENT & WATER IMPROVEMENTS
PHASE 2

SHEET

12
OF
12

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

for the

**COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS
PHASE 2**

CIP NO. 7322

in the

CITY OF BRE A



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

BIDS DUE:

**JULY 19, 2022, 2:00 PM, 3rd FLOOR
City Clerk's Office**

**MICHAEL HO, P.E.
PUBLIC WORKS DIRECTOR**

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

CITY OF BREA

**PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS**

for the

**COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER
IMPROVEMENTS PHASE 2**

CIP NO. 7322

Prepared Under the Supervision of:

**Michael S. Ho, Public Works Director/Acting City Engineer
R.C.E. No. 70299 Exp. 12/31/22**

Date

Approved by:

**Michael S. Ho, Public Works Director/Acting City Engineer
R.C.E. No. 70299 Exp. 12/31/22**

Date

NOTE: *If there are any questions relative to this project, please call Michael Ho, P.E. at:*

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

TABLE OF CONTENTS

SECTION A

NOTICE INVITING SEALED BIDS.....	A-1
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SECTION B

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

SECTION C

PROPOSAL	C-1
Project Bid Schedule.....	C-3
List of Subcontractors.....	C-5
Noncollusion Affidavit	C-6
Bidder's Statement Regarding "Anti-Kickback" Requirements.....	C-7
Utility Agreement	C-8
Disqualification Questionnaire	C-9
Compensation Insurance Certification.....	C-10
Bidder's Information	C-11
Supplemental Questionnaire	C-13
Bid Bond.....	C-19
Acknowledgement of Surety.....	C-20

SECTION D

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

SECTION E

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

PART 1 GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS

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

- 2-1 AWARD AND EXECUTION OF THE CONTRACT
- 2-3 CONTRACT BONDS
- 2-5 PLANS AND SPECIFICATIONS
- 2-6 WORK TO BE DONE
- 2-9 SURVEYING
- 2-10 AUTHORITY OF BOARD AND ENGINEER
- 2-11 INSPECTION

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

3-3 EXTRA WORK

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

4-1 MATERIALS AND WORKMANSHIP

SECTION 5 - UTILITIESE-9

- 5-1 LOCATION
- 5-4 RELOCATION
- 5-5 DELAYS
- 5-7 UTILITY MARKINGS

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORKE-11

- 6-1 CONSTRUCTION SCHEDULE AND
COMMENCEMENT OF THE WORK
- 6-2 PROSECUTION OF WORK
- 6-7 TIME OF COMPLETION
- 6-9 LIQUIDATED DAMAGES

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR.....E-14

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNELE-24

- 8-1 GENERAL

SECTION 9 - MEASUREMENT AND PAYMENT.....E-25

- 9-3 PAYMENT

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS.....E-36

200-1 ROCK PRODUCTS

200-2 UNTREATED BASE MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND
RELATED MATERIALSE-38

201-1 PORTLAND CEMENT CONCRETE

201-4 CONCRETE CURING COMPOUND

SECTION 203 - BITUMINOUS MATERIALSE-39

203-6 ASPHALT CONCRETE

SECTION 209 – PRESSURE PIPE.....E-40

209-1 IRON PIPE AND FITTINGS

209-4 PVC PRESSURE PIPE

209-7 PIPELINE IDENTIFICATION

SECTION 210 – PAINT AND PROTECTIVE COATINGSE-45

210-1 PAINT

SECTION 215 – DETECTABLE WARNING SURFACESE-46

215-1 DETECTABLE WARNING-TRUNCATED DOME
MATS FOR CURB ACCESS RAMPS

PART 3 CONSTRUCTION METHODS

SECTION 300 - EARTHWORK.....E-47

300-1 CLEARING AND GRUBBING

300-2 UNCLASSIFIED EXCAVATION

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS	E-50
301-1 SUBGRADE PREPARATION	
301-2 UNTREATED BASE	
SECTION 302 - ROADWAY SURFACING	E-52
302-1 COLD MILLING OF EXISTING PAVEMENT	
302-5 ASPHALT CONCRETE PAVEMENT	
SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION	E-57
303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, SPANDRELS, ACCESS RAMPS AND DRIVEWAYS	
SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION	E-59
306-1 OPEN TRENCH OPERATIONS	
306-3 TRENCH EXCAVATION	
306-4 SHORING AND BRACING	
306-6 BEDDING	
306-8 PREFABRICATED PRESSURE PIPE	
306-12 BACKFILL	
306-13 TRENCH RESURFACING	
SECTION 310 - PAINTING	E-70
SECTION 313 – DETECTABLE WARNING SURFACES.....	E-72

REFERENCE SPECIFICATIONS

APPENDIX A –STANDARD PLANS

APPENDIX B - CONTRACTORS BUSINESS LICENSE APPLICATION

APPENDIX C - INSURANCE AND INDEMNITY REQUIREMENTS

APPENDIX D - UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

APPENDIX E – NPDES INFORMATION

APPENDIX F – GEOTECHNICAL REPORT

APPENDIX G – WARRANTY BOND SAMPLE

APPENDIX H – As-BUILTS/RECORD DRAWINGS

SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on JULY 19, 2022.**

1. Project Name: COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2, CIP NO. 7322 (“Project”)

The work to be constructed hereunder is located within the Country Hills Subdivision west of Kraemer Blvd., north and south of Country Hills Road, and east of Associated Road, in the City of Brea, County of Orange, State of California. The Project includes the replacement and upgrade of approximately 3,500 linear feet of existing water mains and appurtenances, replacement of ADA PCC ramps, curb and gutter replacement, and street resurfacing throughout the Project area. The work generally consists of mobilization and traffic control; storm water pollution prevention; sawcut, removal, and disposal of existing damaged pavement/roadway sections, PCC curb ramps, curb and gutter, vegetation and miscellaneous improvements; cold milling, asphalt rubber hot mix concrete (ARHM) overlay, construction of new P.C.C. curbs, curb and gutter, ADA curb ramps, new C-900 waterline and appurtenances including new valves, fire hydrants, blow-off hydrants, installation of water meters and boxes (City Furnished), water services, air release valves, pressure testing, disinfection, abandonment of existing water main and appurtenances, AC slot paving, traffic striping and signing replacement; landscape and irrigation repair; construction survey and monument protection and restoration and all other improvements required to complete the Project as shown on the Plans, and as included in these Specifications.

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

3. Bid Opening: Bids will be publicly opened and read at reasonable time following the time stated above in the City Conference Center, located at 1 Civic Center Circle, Brea, California 92821 on **JULY 19, 2022**. Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **“SEALED BID FOR COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2, CIP NO. 7322 - DO NOT OPEN WITH REGULAR MAIL”**.

4. Non-Mandatory Pre-Bid Meeting: No Pre-Bid Meeting

5. Contractor's License: In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid California Contractor's License Class “A” (General Engineering) or Class “C-34” (Pipeline Contractor). Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

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

7. Prevailing Wages: In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be obtained from the State at the following website: <http://www.dir.ca.gov/OPRL/pwd/>.

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

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

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

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

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

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

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

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

2. Proposal Guarantee

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

3. Proposal Signature

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

4. Delivery of Proposal

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

“SEALED BID”

for

**COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2
CIP NO. 7322**

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

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

5. Return of Proposal Guarantees

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

6. Taxes

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

7. Disqualification of Bidders

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

8. Contractor's License Requirement

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

9. Registration with the Department of Industrial Relations

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

10. References

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

11. Listing of Subcontractors

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

12. Discrepancies and Misunderstandings

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

13. Equivalent Materials

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

14. Legal Responsibilities

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

15. Award of Contract

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

bidder to whom the award is contemplated.

16. Material Guarantee

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

17. Execution of Contract

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

18. Submission of Bonds and Insurance

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

19. Addenda

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

20. (Blank)

21. Questions to the Engineer

Questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Engineer up to **ten (10) working days** prior to the bid opening as specified in SECTION A. Questions asked of the Engineer after this time will not be addressed.

22. RFI (SEE NEXT PAGE)

For Requests for Information (RFI) the contractor shall use the form on the following page for submittal in writing.

CITY OF BREA

**COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2
CIP NO. 7322**

REQUEST FOR INTERPREPARATION OF CONTRACT DOCUMENTS

Date: _____

Time: _____

Company: _____

Contact Person: _____

Address:

Email:	
Telephone:	FAX:

Plan Sheet: _____

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

T0 A/E: _____

SECTION C**PROPOSAL****For****COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2
CIP NO. 7322**

in the

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

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within a total of **100 Working Days**, starting from the date of the first Notice to Proceed until project completion.

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

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

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

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

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

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

SECTION C

COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2

CIP NO. 7322

PROJECT BID SCHEDULE

BASE BID					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
1	Mobilization and Demobilization (5% Maximum)	1	LS	\$	\$
2	Traffic & Pedestrian Control and Construction Phasing	1	LS	\$	\$
3	Traffic Signing, Striping, Markings & Raised Pavement Markers	1	LS	\$	\$
4	Construction Survey & Monument Preservation	1	LS	\$	\$
5	NPDES/BMP's	1	LS	\$	\$
6	Pothole Existing Utilities	1	LS	\$	\$
7	Remove and Reconstruct PCC Cross Gutter	2,650	SF	\$	\$
8	Remove and Reconstruct PCC Type A1 Curb	190	LF	\$	\$
9	Remove and Reconstruct PCC Curb Ramp and Sidewalk	10	EA	\$	\$
10	Cold Mill Existing Pavement 1" Minimum & Crack Seal	90,000	SF	\$	\$
11	Cold Mill Existing Pavement 3" Minimum & Crack Seal	60,000	SF	\$	\$
12	Asphalt Concrete (AC) Overlay HMA	2,100	TN	\$	\$
13	Furnish and Install 8" PVC C-900 CI 305 DR14 Water Main	3,545	LF	\$	\$
14	1" Copper Service & New Water Meter and Water Meter Box (City Provided)	131	EA	\$	\$
15	2" Copper Service & New Water Meter and Water Meter Box (City Provided)	1	EA	\$	\$
16	Furnish and Install New 2-inch Blow-Off Hydrant and Assembly	3	EA	\$	\$
17	Furnish and Install New Fire Hydrant and Assembly	10	EA	\$	\$
18	8" Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	18	EA	\$	\$
19	10" Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	2	EA	\$	\$

BASE BID (Continued)					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
20	12" Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	4	EA	\$	\$
21	Furnish and Install 2" Air Release and Assembly	2	EA	\$	\$
22	Remove and Replace Pressure Regulating Station	1	LS		
23	Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants	1	LS	\$	\$
24	Pressure Testing and Disinfection	1	LS	\$	\$
25	Adjust Water Valve to Grade	28	EA	\$	\$
26	Adjust Manhole To Grade	14	EA	\$	\$
27	Remove and Replace Unsuitable Subgrade with CAB*	500	CY	\$	\$
28	Sawcut & Remove Existing 7" Deep Pavement Section and Construct Deep Lift DGAC*	1,000	SF	\$	\$

*Indicates item that may or may not be used

TOTAL BASE BID AMOUNT (in Figures)

\$

TOTAL BASE BID AMOUNT (in Words):

- Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders**_____ **(Bidders Initials)**

LIST OF SUBCONTRACTORS

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

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

By submission of this proposal, the Bidder certifies:

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

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

I, _____, am the
(Print Name)

_____ of _____,
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Name of Bidder

Signature of Bidder

Address of Bidder

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

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

Signed _____

Title _____

Firm _____

Date _____

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2, CIP NO. 7322**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

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

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

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

Contractor

By

Title

Date: _____

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes☐ No

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

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

COMPENSATION INSURANCE CERTIFICATE

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

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

Contractor

By

Title

Date: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name

Business Address

City, State Zip

()

Telephone Number

Email Address

State Contractor's License No. and Class

DIR Registration Number

Original Date Issued (State Contractor's License)

Expiration Date

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

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

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.

Company Name

Signature of Bidder

Printed or Typed Signature

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

NOTARY PUBLIC _____
NOTARY SEAL

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

1. Name and Address of Public Agency: _____

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

Contract Amount Type of Work Date Completed

2. Name and Address of Public Agency: _____

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

Contract Amount Type of Work Date Completed

3. Name and Address of Public Agency: _____

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

Contract Amount Type of Work Date Completed

Responsible Bidder – Supplemental Questionnaire

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

_____ Years

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

☐ Yes

☐ No

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

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

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

☐ Yes

☐ No

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

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

If “yes,” explain on a separate page.

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

%

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

1. Project Name

Total Construction Value

Description of Project

2. Project Name

Total Construction Value

Description of Project

3. Project Name

Total Construction Value

Description of Project

4. Project Name

Total Construction Value

Description of Project

5. Project Name

Total Construction Value

Description of Project

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

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

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

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

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

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

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

Principal

Surety

By: _____

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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

ACKNOWLEDGMENT

State of California)
County of _____)
)

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____
_____.

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
(Signature of Notary Public)

SECTION D

SAMPLE CONTRACT

SECTION D

SAMPLE CONSTRUCTION AGREEMENT

COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2, CIP NO. 7322

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [contractor name], a [state] [type of entity] ("Contractor"). Contractor's CSLB license number is _____. Contractor's DIR registration number is _____.

RECITALS

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2, CIP NO. 7322** ("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 **COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2, CIP NO. 7322** ("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 \$ _____. 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 **100** working days from the date of the Notice to Proceed ("Completion Date").

B. 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. 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. **INCORPORATION OF MANDATORY LANGUAGE**: Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

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

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

25. **AUTHORITY**: Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. **COUNTERPARTS**: This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]

[use this signature block if Contractor is a corporation]

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if Contractor is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

SECTION E

SPECIAL PROVISIONS

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

*BNi Building News
1612 S. Clementine Street
Anaheim, California 92802
(714) 517-0971*

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

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

PART 1 GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.

Board - The City Council of the City of Brea.

Caltrans - The State of California Department of Transportation.

County - The County of Orange.

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

SECTION 2

SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT

[Replace with the following:].

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

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

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

2-4 CONTRACT BONDS

[add the following:].

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion.

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

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

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

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to "State Standard Specifications" shall mean the Standard Specifications, 2018 edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

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

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

Standard Plans for Public Works Construction (SPPWC), published by the Public Works Standards, Inc., 2015 edition.

Standard Plans, published by the Orange County Public Works Department, 2018 edition.

Standard Plans, published by the State Department of Transportation, 2018 edition.

Standard Plans, published by the City of Brea (latest edition).

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

2-5.3 Submittals

2-5.3.1 General

[Add the following].

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall identify submittals which will be required by each section of the specifications and determine the date on which each submittal will be made. Submittal schedule shall be in matrix form. Submittals shall be consecutively numbered and shall include the specification section number to which they pertain. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede progress of work. The Contractor shall submit all Submittals to the Engineer via the Internet utilizing a web site address VPM @ www.virtual-pm.com managed by the Agency.

2-6 WORK TO BE DONE

[Add the following].

The work to be constructed hereunder is located within the Country Hills Subdivision west of Kraemer Blvd., north and south of Country Hills Road, and east of Associated Road, in the City of Brea, County of Orange, State of California. The Project includes the replacement and upgrade of approximately 3,500 linear feet of existing water mains and appurtenances, replacement of ADA PCC ramps, curb and gutter replacement, and street resurfacing throughout the Project area. The work generally consists of mobilization and traffic control; storm water pollution prevention; sawcut, removal, and disposal of existing damaged pavement/roadway sections, PCC curb ramps, curb and gutter, vegetation and miscellaneous improvements; cold milling, asphalt concrete overlay (HMA), construction of new P.C.C. curbs, curb and gutter, ADA curb ramps, new C-900 waterline and appurtenances including new valves, fire hydrants, blow-off hydrants, installation of water meters and boxes (City Furnished), water services, air release valves, removal and replacement of Pressure Regulating Station, pressure testing, disinfection, abandonment of existing water main and appurtenances, AC slot paving, traffic striping and signing replacement; landscape and irrigation repair; construction survey and monument protection and restoration and all other improvements required to complete the Project as shown on the Plans, and as included in these Specifications.

2-9 SURVEYING

[Replace with the following].

The Contractor shall be responsible for the accuracy of surveying adequate for construction; however, the task of surveying itself shall be performed under the direction of a Licensed Land Surveyor or Professional Engineer, whom is authorized to practice land surveying in the State of California, retained or provided for by the Contractor.

All construction surveying necessary to complete the work as shown on the plans and provided for in these contract documents and specifications shall be accomplished by or under the direction of a Licensed Land Surveyor or Professional Engineer, with the authority to practice land surveying in the State of California, retained or provided by the Contractor. The AGENCY reserves the right to direct additional construction surveys to be performed by the Contractor when it feels it is required to adequately construct the work.

The Contractor shall be required to provide an as-built field survey to establish adequate survey control and construction staking for the reconstruction of all curb returns where new curb ramp construction is required and any street requiring total removal of the existing pavement section, in order to re-establish the horizontal locations and final elevations of new ramp and curb returns, centerline and/or crown line and existing vertical curves, as directed by the Engineer, prior to the start of any construction.

The as-built field survey shall be done only under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

In accordance with Senate Bill 1563, the Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed. Replacement shall be done only under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

The centerline monuments for all intersections within the project limits shall be permanently tied out prior to cold milling and overlay and re-established after the final asphalt concrete paving.

Upon submittal of all corner records and centerline tie notes and monuments to the Office of Orange County Surveyor, the Contractor shall submit copies of the same records to the City of Brea. Contractor shall also submit accepted and filed corner records upon acceptance by the Office of the County Surveyor prior to completion of the project.

Upon completion of the project, a Notice of Completion shall not be filed until the monuments have been restored and corner records filed to the satisfaction of the County Surveyor.

2-10 AUTHORITY OF BOARD AND ENGINEER

[Add the following].

The Contractor shall give at least 48-hours (2-working days) advance notice when he or his subcontractor will start or resume the work.

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

2-11 INSPECTION

[Add the following].

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

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

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

SECTION 3 CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.1 General.

[Add the following:].

Extra work compensation will be made for labor, equipment and materials used in the specific work zone where the extra work is being performed and not for all crew and materials on-site. When extra work or utility interference is encountered, contractor shall contact City and jointly evaluate if workforce and/or trucking should be reduced or remain as compensable.

All extra work truck material weight tickets must be completely filled out with times, location and material dumped to be eligible for extra work payment. All extra work must be approved by authorized City representatives prior to commencing work. Without said approval, contractor will be working at risk hence compensation is not guaranteed.

3-3.2.3 Markup.

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

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

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

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

To the sum of the costs and markups provided for in the subsection, 1 percent shall be added as compensation for bonding upon City's receipt of updated Bonds with the new contract amount.

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

(c) **Unknown Facilities.** In the event the Contractor suspects or begins to locate a utility pipe, conduit, structure or other unknown underground mass not depicted on the Plans or identified within these Specifications, he/she shall continue to uncover and investigate the limits of the item and contact USA as part of the bid item scope of work. Once the unknown underground facility is sufficiently viewed and identified, any stand-by-time, during which no constructive work is being accomplished with respect to the bid item scope of work, will be paid at the base rate for Labor + 10% and for Equipment not working will be paid applying the Delay Factor to the hourly rental rate per the Caltrans Rental Guide with no further mark-up.

SECTION 4

CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

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

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

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

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

4-1.4 Test of Materials

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

All onsite and offsite tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory in the vicinity of Southern California, pre-approved by the Engineer. The laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

The City reserves the right to visit approved testing laboratories anytime during the duration of the testing for the specified project. This random inspection will not require any prior confirmation for the visit date and time of the visit.

Field sampling and testing shall be performed under the direction of the Engineer. The Engineer will determine the exact time and location of all field sampling and testing. Written

reports of tests and engineering data furnished by the Contractor for the Engineer's review shall be submitted in the same manner as specified for Shop Drawings.

The testing laboratory shall furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the Engineer and one copy to the Contractor within three (3) calendar days after each test is completed.

The Contractor shall not retain any testing laboratory firm against which the City has reasonable objection. If at any time during the construction process, the services become unacceptable to the City and the Engineer determines that sufficient cause exists, the Contractor shall terminate the services and engage a different testing laboratory firm, approved by the Engineer.

Unless otherwise provided, all testing shall be performed under the direction of the Engineer and the AGENCY will bear the cost of the initial testing of material and workmanship which are required by the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor. The Contractor is responsible to complete its own QC/QA testing to assure the works of improvements are constructed per the Plans and Specifications.

4-1.6 Trade Names or Equals

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

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

SECTION 5 UTILITIES

5-1 LOCATION

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

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

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

The Contractor shall pothole all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by the Work. The Contractor shall provide pothole records which include information of type and material of existing utility found, depth to top of cover, depth to bottom of utility, size of utility, paving type and thickness of paving.

Any pothole work with a diameter less than or equal to 6-inches in asphalt to be backfilled with black colored concrete to the finish surface. All other pothole excavation work that exceeds 6-inches in diameter shall be properly backfilled with AC base pavement in accordance with the Specifications.

The Contractor shall perform the utility location pothole exploration efforts along the proposed main, lateral, and facility locations 48 hours prior to beginning trenching and shall submit a pothole schedule and plan identifying the locations of the potholes to the Engineer in advance of initiating said work for review and approval. All vertical and horizontal locations of the exposed existing utility shall be documented by the Contractor and provided to the Engineer. All potential conflicts with respect to the proposed work and existing utilities shall be brought to the attention of the Engineer prior to trenching at the potential conflict location.

The Contractor shall complete CCTV for all existing sewer mains along the new watermain alignment to determine the elevation and location of each sewer lateral to determine the depth and location of the sewer lateral at the new watermain crossing. The CCTV report shall be provided to the City in coordination with the pothole report.

The Contractor shall comply with Government Code Section 4215.

The Contractor shall sawcut straight clean lines at each pothole location.

Payment for the requirements of POTHOLE EXISTING UTILITIES shall be included in the contract LUMP SUM (LS) price bid, and no additional compensation will be allowed therefore.

5-4 RELOCATION

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

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

necessary, between the meter and property line, or between the meter and limits of construction.

5-5 DELAYS

[Add the following paragraph:].

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

5-7 UTILITY MARKINGS

[Is hereby added to Section 5]:

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

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

SECTION 6

PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

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

The Contractor's proposed Baseline Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the AGENCY'S execution of the Agreement. The proposed Baseline Construction Schedule shall depict the main milestones, sub-activities links, durations, start and finish dates, and predecessors/successors, and other relevant fields needed to demonstrate the overall delivery schedule within the Contract Works Days as defined within the Agreement Section D of these Specifications and be submitted in MS Project File and pdf formats. Additionally, the schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Baseline Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original approved Baseline Construction schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the Agency with a 3 week look ahead-schedule in a tabular format at every weekly construction meeting. The 3-week look ahead-schedule shall be linked to the Approved Baseline Construction Schedule milestones with any subsequent deviations within this 3-week window, and shall include the sub-activities that rolls-up into the associated milestone.

Payment for the preparation, update, and submittal of the Baseline Construction Schedule shall be considered as included in the various item of work and no additional compensation will be allowed thereof.

6-2 PROSECUTION OF WORK

[Add the following paragraph:].

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

1. Submittal Processing and Approvals
2. Tie out existing centerline ties and/or front property corners/monuments
3. Set-up Traffic control
4. Pipeline alignment layouts
5. Pothole existing utilities
6. Saw cut existing pavement
7. Install water mains, gate valves, fire hydrants, and services
8. Remove and Replace PRS with testing
9. Pressure test and disinfect new water mains
10. Connect new water main tie-in(s) to existing main

11. Reconnect all water services (Provide residents 48-hour notice of upcoming interruption of service)
12. Remove and salvage existing fire hydrants including stem (bury to be removed/ abandoned in place - cut just above the concrete kicker)
13. Abandon existing water main
14. Survey for Existing Curb Ramps (Cut/Fill Sheets)
15. PCC replacements – including curb ramps, curb & gutter, cross gutters, sidewalk, etc.
16. Asphalt concrete pavement base repairs
17. Cold mill AC pavement
18. Pavement preparation, including routing, cleaning, sweeping and crack sealing
19. Asphalt overlay
20. Adjust utility covers and manholes to grade
21. Replace traffic striping and pavement markings
22. Re-establish centerline ties and other monuments and file related documents
23. Final Inspection and punch-list

[Add the following:]

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

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

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

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The total time within which the Work must be completed by the Contractor is fixed at **NINETY (90) WORKING DAYS**, including material delivery, starting from and after the date in the **Notice to Proceed** with the Work.

6-7.2 Working Day

[Add the following:].

The Contractor's activities shall be confined to the hours between 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays (For lane closure restrictions see 7-10.1 "Traffic Access."). Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

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

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

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

6-9 LIQUIDATED DAMAGES

[Amend the liquidated damage amount to read:].

Liquidated damages was calculated to be **\$1,200.00** for **each calendar day** in excess of the contract time for the total project.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

7-1.1 General

[add the following:].

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

7-2 LABOR

7-2.1 General

[Add the following:].

The Contractor will be required to submit weekly certified payrolls for the project. The Contractor shall also submit payrolls for all subcontractors who perform work in excess of one half of one percent of the total contract amount.

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

7-2.2 Laws

[Add the following:].

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

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

7-3 LIABILITY INSURANCE

[Delete the entire subsection:].

7-3.1 Insurance

[Add the following:].

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

Except as provided in 6-10, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however

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

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

7-5 PERMITS

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

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

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

7-8 WORK SITE MAINTENANCE

7-8.1 General

[Add the following:].

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

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

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

7-8.2 Air Pollution Control

[Add the following:].

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading dustless regenerative air motor sweeper with spray nozzles (Sweeper Models from: Swartz, Tymco, or approved equal) at least twice each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. The sweeper model used by the Contractor shall be submitted with the BMP plan for review and approval by the Engineer. If the Contractor fails to perform the required sweeping, the AGENCY will complete the work and deduct the costs from the Contractor's progress payment for all costs associated with the air pollution control efforts.

7-8.4.2 Storage of Equipment and Material in Public Streets

[Add the following:].

Construction materials shall not be stored in streets more than 2 days prior to usage on the project. All materials or equipment not installed or used in construction within 2 days after unloading shall be stored elsewhere by the Contractor – at Contractor's expense, unless authorized additional storage time. All material used for the construction of the improvements, shall be placed so as to provide clear public access within the work zone with one lane open at all times, unless otherwise approved by the Engineer.

Construction equipment shall not be stored at the work site before its actual use on the work, nor for more than 2 days after it is no longer needed.

Contractor to obtain City approval on storage of equipment location within the Work Zone prior to start of work.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

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

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

7-8.4.3 Temporary Light, Power & Water

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

Water shall be obtained through the AGENCY’s Finance Department. In order to obtain construction water from an AGENCY fire hydrant, the Contractor will be required to obtain an AGENCY supplied hydrant meter. A \$2,650 refundable deposit is required on the meter.

An “Eddy” valve must be attached to the temporary meter for the purpose of operating the hydrant.

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

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

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

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

7-8.6.1 General

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

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

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

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

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

b) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND

DISTURBANCE ACTIVITIES WATER QUALITY ORDER NO. 2009-0009-DWQ
(GENERAL PERMIT)

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

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

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

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

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

7-8.6.4 Dewatering

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

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

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

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

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

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_d_e minimus_permit_wdr.pdf

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks,

driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures.) which are damaged or removed as a result of his operations.

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

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

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

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

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access

[Add the following:].

The AGENCY's intent is to restore all traffic lanes to workable condition as soon as possible.
One lane of traffic shall be maintained at all times.

All traffic control shall be in accordance with the latest edition of the following documentation:

Caltrans - Manual of Traffic Control Devices for Construction and Maintenance Work Zones, Traffic Manual, Sign Specifications, Standard Plans, Standard Specifications

State of California, Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD)

Work Area Traffic Control Handbook (WATCH Manual)

Construction Traffic Control Plans shall be prepared for work on all streets depicted on the project plans.

Prior to the beginning of work, the Contractor shall prepare and process a traffic control and construction phasing plan for AGENCY'S approval, in conformance with current MUTCD and AGENCY'S guidelines. Contractor shall implement the approved traffic control and construction phasing plan to safely prosecute the construction work involved with a minimum of inconvenience to the existing residents and the motoring public.

Construction Traffic Control Plans shall be prepared in accordance with the AGENCY's latest Traffic Control Plan Preparation Guidelines and shall be reviewed and approved by the Engineer. The plans shall be signed and stamped by a Traffic or Civil Engineer. The Contractor shall submit the plans to the Engineer for approval or correction at least 10 working days before approved plans will be required for commencing the work.

Approval of the Traffic Control Plans by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the plans or from deviations from the Contract Documents. The Contractor shall be responsible for the correctness of the plans and for the results obtained by the use of such plans.

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

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

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

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

Information signs shall be required on all arterial streets one (1) week prior to beginning of roadway construction projects.

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

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

Any relocation of travel lanes longer than three calendar days shall be delineated by removing the existing striping and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sandblasting.

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

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

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

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

Plans indicating the travel (haul) route for the Contractor's equipment movement in and out of the site must be submitted to the Engineer for approval at least seven (7) working days prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the AGENCY. The Contractor shall submit one travel plan for each phase to the Engineer for approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

The Contractor shall limit excavation for curb and/or gutter, driveways, sidewalk, cross gutter and spandrels that will leave an open excavation for only one weekend in a continuous two-week period. Open excavation is only allowed to open for only one weekend with proper traffic control as specified elsewhere and as directed by the Engineer.

The Contractor is not allowed to drive his/her fully loaded trucks on the new material.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according to the AGENCY'S requirements.

Full compensation for Construction Traffic Control Plans is considered included in the Traffic Control bid item of work and no additional compensation will be allowed therefore.

Warning Signs

Adequate warning signs for motorists shall be placed and maintained throughout all applicable phases of the work including speed limit reduction, loose gravel, fresh oil, and open trench. Signs shall be 36-inch x 36-inch size; shall be on site ready for placement prior to start of the applicable phase of work and shall be placed in advance on all streets approaching the work zone.

The Contractor shall not park any equipment or store any materials on the street during non-working hours.

The Contractor shall reopen all streets at the end of each working day.

The Contractor shall maintain access for emergency vehicles, local residents, businesses, and commercial vehicles at all times on all streets.

Pedestrian traffic shall be detoured to the opposite side of the street, away from the construction area, whenever possible.

The Contractor shall be required to coordinate his operations with the delivery of mail, the school bus and trash pick-up schedules in the project area, and the Contractor shall make provisions for passage of trash collection trucks to alleys and to trash receptacles in streets where work is being performed.

The Contractor shall install skid resistant steel plates over any open trenches which are not back-filled by the end of each day. Steel plates need to be recessed while covering open trenches in the street.

The order of work, except where otherwise specifically required by the Plans and Specifications, such as the phasing requirements, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and direct contract work to minimize delays during construction.

The Contractor shall maintain pedestrian and vehicle access to driveways for ingress and egress by the end of each workday. If necessary, the Contractor shall install skid resistant steel plates over disturbed pavement in front of driveways in order to provide for smooth access to and from the driveways.

Advisory Signs

The Contractor shall provide 2 electric power changeable message advisory signs as required for each stage of work within the beginning and end of the construction limits with the following language:

MAJOR ROAD CONSTRUCTION ON
XXXXXXX AVENUE
FROM <MONTH-YR> TO <MONTH YR>
EXPECT DELAYS
PLEASE USE ALTERNATIVE ROUTES

These signs shall be placed at a minimum of one week prior to commencement of the construction starting. Failure to coordinate with the City may result in delay of start of construction and no extension of contract days or compensation will be given. The Engineer shall approve the verbiage of signage prior to fabrication and Engineer or their designee shall determine the location in the field with the Contractor prior to placement.

Project Sign

The Contractor shall fabricate and install 2 Project Signs a minimum of one week prior to construction pursuant to the City Standard Sign Template with Appendix A.

Full compensation for warning, advisory signs, and Project Sign is considered included in the Traffic Control bid item of work and no additional compensation will be allowed, therefore.

7-10.3 Street Closures, Detours, Barricades

[Add the following:].

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

7-10.5 Protection of the Public

[Add the following section:].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and

precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

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

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. No additional compensation will be allowed therefore.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

[Add the following:].

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

SECTION 9 MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

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

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

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

9-3.2 Partial and Final Payment

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

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

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

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

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions. At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

9-3.5 Description of Bid Items

[Add the following section:].

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and

Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items related to the work.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in SSPWC, Section 9-1, and "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with SSPWC, Section 9-2, "Lump Sum Work,"

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited to the following description of bid items:

Bid Item No. 1– Mobilization and Demobilization (5% Maximum)

Mobilization and demobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Payment for Mobilization and Demobilization (5% Maximum) shall be included in the contract **Lump Sum (LS) Price** bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Brea; and complying with the requirements specified in those licenses and permits; coordination, field office facility, and incidentals necessary to perform all related items of work. The maximum lump sum price for this bid item shall not exceed 5 percent of the total contract price at the time of award. Progress payments for mobilization and demobilization bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization and administration during the entire Contract period.

Bid Item No. 2 – Traffic & Pedestrian Control and Construction Phasing

Payment for the requirements of **Traffic & Pedestrian Control and Construction Phasing** shall be at the **contract LUMP SUM (LS) price bid** and shall include all labor tools, equipment and materials required for preparation and implementation of a traffic and pedestrian control and construction phasing plan, and travel (haul) route plans, flashing arrow signs; flagging and/or flagger costs; project notifications, temporary asphalt work and non-skid steel plates as required by the Engineer to maintain driveway access, temporary striping and temporary asphalt work as required by the Engineer to maintain driveway access, and all labor, tools, equipment, materials and incidentals required to complete the work. The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project. No additional compensation will be allowed therefore.

Bid Item No. 3 –Traffic Signing, Striping, Markings & Raised Pavement Markers

Payment for the requirements of **Traffic Signing, Striping, Markings & Raised Pavement Markers** shall be at the **contract LUMP SUM (LS) price bid** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved in removing all existing and furnishing and installing new signs, pavement striping, markings and raised pavement markers as shown on the plans, as specified in these specifications and as directed by the Engineer. No additional compensation will be allowed therefore.

Bid Item No. 4 –Construction Survey & Monument Preservation

Payment for the requirements of **Construction Survey & Monument Preservation** shall be at the **contract LUMP SUM (LS) price bid** and shall include all labor, tools, equipment, materials and incidentals required to complete required to research, identify, tie-out and re-establish centerline monuments and swing ties complete in place, and prepare pre-construction and post construction corner records, including filing fees with Orange County, as-built survey of existing curb ramp locations, complete construction staking including horizontal and vertical control, and curb & gutter staking at curb returns in areas of new ramp construction, cut sheets for curb returns, and all documentation required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 5 – NPDES/BMP's

Payment for the requirements of **NPDES/BMP's** shall be at the **contract LUMP SUM (LS) price bid**, as shown in the Bid Schedule, and shall include all labor, tools, equipment, materials, fees, and incidentals required for preparing Erosion Control/Sedimentation Plans, implementing stormwater pollution prevention measures, including Best Management Practices (BMP's), monitoring and reporting (if required), sweeping, and modifying BMP's as needed during the construction. Contractor shall submit Erosion/Sedimentation Control Plans with the required sweeper, to City for

review and approval prior to the start of the construction. This item shall be considered full compensation for doing all work as specified herein. Progress payments for this item shall be paid for in accordance with the completion percentage of the project. No additional compensation will be allowed therefore.

Bid Item No. 6 – Pothole Existing Utilities

Payment for the requirements of **Pothole Existing Utilities**, shall be made at the **contract LUMP SUM (LS) price bid**, and shall include all labor, tools, materials, equipment, traffic control, encroachment permits, preparation of a potholing plan for City approval, pothole reporting, excavation, backfill, AC removal, compaction, AC replacement, disposal of waste materials, CCTV location of all sewer laterals, and incidentals as required to complete the work of potholing all utilities in the project area as required for construction. No additional compensation will be allowed therefore.

Bid Item No. 7 – Remove and Reconstruct PCC Cross Gutter

Payment for the requirements of **Remove and Reconstruct PCC Cross Gutter** shall be per the **contract unit price bid per SQUARE FOOT (SF)** of portion of new cross gutter constructed in place, including spandrels and integral curb and gutter, and shall include sawcut, removal and disposal of existing A.C., P.C.C., and miscellaneous improvements, excavation, subgrade preparation, compaction forms, finishing, new PCC cross gutter per SPPWC Standard Plan No. 122-2, 8" Deep Lift AC x 12" slot paving (Type B PG 70-10)(10% Maximum RAP), 6" thick crushed aggregate base (CAB), restoring form areas and all labor, tools, equipment, materials and incidentals required to complete the work. No other compensation will be allowed.

Bid Item No. 8 – Remove and Reconstruct PCC Type A-1 Curb

Payment for the requirements of **Remove and Reconstruct PCC Type A-1 Curb** shall be per the **contract unit price bid per LINEAL FOOT (LF)** and shall include sawcut, removal and disposal of existing A.C., P.C.C., and miscellaneous improvements, excavation, subgrade preparation, forms, new PCC Curb and Gutter per City Standard Plan No. 106 (Type A-1), 8" Deep Lift AC x 12" wide slot paving (Type B PG 70-10)(10% Maximum RAP), 6" thick crushed aggregate base (CAB), backfilling behind curb and gutter, restoring form areas, replacing damaged curb drains, sprinklers and landscaping, and all labor, tools, equipment, materials, and incidentals as required to complete the work. No other compensation will be allowed.

Bid Item No. 9 – Remove and Reconstruct PCC Curb Ramp and Sidewalk

Payment for the requirements of **Remove and Reconstruct PCC Curb Ramp and Sidewalk** shall be per the **contract unit price bid per EACH (EA)** curb ramp constructed in place, and shall include all improvements from BCR to ECR and all labor, tools, materials, equipment and incidentals necessary to complete this work per Federal ADA requirements, including protection and/or replacement of all existing drains, sawcut, removal & disposal of existing improvements, excavation, subgrade preparation, root removal, all forms, new P.C.C. curb ramp per Caltrans Standard Plans A88A (Case per Plan), new PCC sidewalk per City Standard Plan No. 103-0 for tie-in, detectable warning surface (Black)/devices, 4" of SE 30 sand bedding under new ramp and sidewalk, AC slot paving (Type B PG 70-10)(10% Maximum RAP), grooving, finishing,

scorelines, expansion joints, weakened plane joints, removal, disposal and reconstruction of private walkways, and construction of P.C.C. ramps and/or steps-where applicable-on private property, retaining curb construction at back of curb ramp where necessary, regrading (2:1 Max), curb drain reconstruction or relocation, soil backfill (suitable for landscaping) in locations of parkway improvement removals, coordination to adjust or relocate utility pullboxes and meter boxes, installing new parkway sprinkler systems where existing is damaged as applicable, lowering uplifted water service laterals, restoring damaged water service laterals, restoring existing sprinkler systems and planted areas in kind including mulching and grass seeding and/or furnishing and installing sod as directed by the Engineer, removal of all USA and construction markings on concrete, and all incidentals. Wherever a utility box or water meter box exists in the new ramp, the utility box shall be adjusted to the ramp finished grade and the adjustment shall be included in the contract unit price bid. No additional compensation will be allowed therefore.

Bid Item No. 10 – Cold Mill Existing Pavement 1” Minimum & Crack Seal

Payment for the requirements of **Cold Mill Existing Pavement 1” Minimum & Crack Seal** shall be at the **contract unit price bid per SQUARE FOOT (SF)** and will be based on the actual area of surface planed regardless of the number of passes required. The contract price paid per square foot shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in cold milling the existing A.C., P.C.C., pavement reinforcing fabric/Petromat, macadam, or other miscellaneous improvements, removal of old AC/slurry lip overage from gutter pan, and disposing of material removed, and removal of pavement markers per Typical Sections and Details shown on Plans, and Crack Sealing, as specified in these special provisions and as directed by the Engineer. No additional compensation will be allowed therefore.

Bid Item No. 11 – Cold Mill Existing Pavement 3” Minimum & Crack Seal

Payment for the requirements of **Cold Mill Existing Pavement 3” Minimum & Crack Seal** shall be at the **contract unit price bid per SQUARE FOOT (SF)** and will be based on the actual area of surface planed regardless of the number of passes required. The contract price paid per square foot shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in cold milling the existing A.C., P.C.C., pavement reinforcing fabric/Petromat, macadam, or other miscellaneous improvements, removal of old AC/slurry lip overage from gutter pan, and disposing of material removed, and removal of pavement markers per Typical Sections and Details shown on Plans, and Crack Sealing, as specified in these special provisions and as directed by the Engineer. No additional compensation will be allowed therefore.

Bid Item No. 12 – Asphalt Concrete (AC) Overlay HMA

Payment for the requirements of **Asphalt Concrete (AC) Overlay HMA** pavement shall be per the **contract unit price bid per TON (TON)**, based upon certified weigh master tickets. Asphalt Concrete (AC) Overlay pavement shall be Type C3 PG 70-10 (10% Max. RAP) (1/2” Sieve size). This item includes all AC pavement required to construct the roadway pavement at the locations and per Typical Sections shown on the plans. The unit

price bid shall include surface preparation, tack coat, furnishing and hauling the material, placement of the AC overlay, removal of existing pavement markers, compaction and all labor, tools, material, equipment and incidentals required to complete the work. No further compensation will be allowed.

Bid Item No. 13 – Furnish and Install 8” PVC C-900 CL 305 DR14 Watermain

Payment for the requirements of **Furnish and Install 8” PVC C-900 CL 305 DR14 Watermain**, shall be made at the **contract unit price bid per LINEAL FOOT (LF)** of pipe, as shown on the Plans and in accordance with these Specifications, pursuant to City Std. Plan No. 102-1 (modified), 301-0, and 313-0 as modified within these Special Provisions, and AWWA requirements, and shall include all labor, tools, equipment materials and incidentals required to furnish, install and complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill compacted to 95% RC, warning tape and tracer wire, chlorination and testing as required for tie-ins, pipe installation, all tie-ins with all appurtenant DIP fittings and DIP spools where required to connect to existing water main, coordination with City on shut down for tie-in, temporary and permanent trench resurfacing, all fittings including restrained joints (where required) not specifically included in separate bid items, locating all sewer, water, and other service lines serving the properties along the new trench line, and all incidentals and appurtenances required to complete the work. Pipe shall be measured along the longitudinal axis between the ends as laid and shall include the actual pipe in place. No additional compensation will be allowed therefore.

Bid Item No. 14 – 1” Copper Service & New Water Meter and Water Meter Box (City Provided)

Payment for the requirements of **1” Copper Service & New Water Meter and Water Meter Box (City Provided)** shall be made at the **contract unit price bid per EACH (EA)** new 1” service constructed in place, as shown on the Plans and in accordance with City Standard Plan No. 304-0, detail on the Plans, and these Specifications, and shall include all labor, tools, equipment, materials and incidentals required to complete the work in place, including hot tap, double strap saddle, corporation stop, copper tubing (type K), angle stop, new customer valve, joining existing service line at new customer valve or at the R/W as directed by the Engineer, boring, sawcutting, trenching, excavation, removal and disposal of existing miscellaneous improvements, sheeting, shoring, bracing, dewatering, all fittings, temporary and permanent trench resurfacing, Tee-cut, sand bedding, crushed aggregate base (CAB) backfill, compaction, installation and transportation/hauling of new meters and meter boxes provided by the City from the City of Brea Yard, replacement of damaged concrete sidewalk and any parkway landscape and special brick or concrete hardscape in kind, pressure testing and disinfection. No additional compensation will be allowed therefore.

Bid Item No. 15 – 2” Copper Service & New Water Meter and Water Meter Box (City Provided)

Payment for the requirements of **2” Copper Service & New Water Meter and Water Meter Box (City Provided)** shall be made at the **contract unit price bid per EACH (EA)** new 2” service constructed in place, as shown on the Plans and in accordance with City Standard Plan No. 305-0, detail on the Plans, and these Specifications, and shall include all

labor, tools, equipment, materials and incidentals required to complete the work in place, including hot tap, double strap saddle, corporation stop, copper tubing (type K), angle stop, customer valve, joining existing service line at new customer valve or at the R/W as directed by the Engineer, boring, sawcutting, trenching, excavation, removal and disposal of existing miscellaneous improvements, sheeting, shoring, bracing, dewatering, all fittings, temporary and permanent trench resurfacing, Tee-cut, sand bedding, crushed aggregate base (CAB) backfill, compaction, installation and transportation/hauling of new meters and meter boxes provided by the City from the City of Brea Yard, replacement of damaged concrete sidewalk and any parkway landscape and special brick or concrete hardscape in kind, pressure testing and disinfection. No additional compensation will be allowed therefore.

Bid Item No. 16 – Furnish and Install New 2-inch Blow-off Hydrant and Assembly

Payment for the requirements of **Furnish and Install New 2-inch Blow-off Hydrant and Assembly** shall be made at the **contract unit price bid per EACH (EA)**, as shown on the Plans and in accordance with City Standard Plan No. 307-1 (Modified), and these Specifications, and shall include sawcut, excavation, trenching, removal and disposal of existing miscellaneous improvements, backfill, sheeting, shoring, dewatering, furnishing and installing new blow-off hydrant, valves, fittings and appurtenances, temporary and permanent trench resurfacing, Tee-cut, pressure testing, disinfection, replacement of damaged concrete sidewalk and any parkway landscape and special brick or concrete hardscape in kind, and all labor, tools, equipment, materials and incidentals required to complete the work in place and operative. No additional compensation will be allowed therefore.

Bid Item No. 17– Furnish and Install New Fire Hydrant and Assembly

Payment for the requirements of **Furnish and Install New Fire Hydrant and Assembly** shall be made at the **contract unit price bid per EACH (EA)**, as shown on the Plans and in accordance with City Standard Plan No. 306-0, and per detail on the Plans, and these Specifications, and shall include sawcut, excavation, trenching, removal and disposal of existing PCC pad and miscellaneous improvements, backfill, sheeting, shoring, dewatering, salvaging and hauling existing fire hydrant heads to the City of Brea Yard, furnishing and installing new fire hydrant, valves, fittings and appurtenances, PCC pad, temporary and permanent trench resurfacing, Tee-cut, pressure testing, disinfection, snake pit with tracer wire, replacement of damaged concrete sidewalk and any parkway landscape and special brick or concrete hardscape in kind, and all labor, tools, equipment, materials and incidentals required to complete the work in place and operative. Contractor's attention is directed to the requirement to adjust the hydrant to finish grade. No additional compensation will be allowed therefore.

Bid Item No. 18 – 8" Class 52 Resilient Wedge Gate Valve with Valve Box and Cover

Payment for the requirements of **8" Class 52 Resilient Wedge Gate Valve with Valve Box and Cover**, shall be made at the **contract unit price bid per EACH (EA)** 8" gate valve constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, thrust blocks per City Standard Plan No. 312-0, DIP restrained joints as required, chlorination and testing, valve installation with valve box and cover per City

Standard Plan Nos. 302-0 and 309-0, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 19 – 10” Class 52 Resilient Wedge Gate Valve with Valve Box and Cover

Payment for the requirements of **10” Class 52 Resilient Wedge Gate Valve with Valve Box and Cover**, shall be made at the **contract unit price bid per EACH (EA)** 10” gate valve constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, existing pipe removal and disposal, couplings/fittings for connection to existing watermain, thrust blocks per City Standard Plan No. 312-0, DIP fittings at tie-in to existing DIP, chlorination and testing, valve installation with valve box and cover per City Standard Plan Nos. 302-0 and 309-0, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 20 – 12” Class 52 Resilient Wedge Gate Valve with Valve Box and Cover

Payment for the requirements of **12” Class 52 Resilient Wedge Gate Valve with Valve Box and Cover**, shall be made at the **contract unit price bid per EACH (EA)** 12” gate valve constructed in place, as shown on the Plans and in accordance with these Specifications, and shall include all labor, tools, equipment, materials and incidentals required to complete the work in place. The cost shall include all sawcutting, trenching, sheeting, shoring, dewatering, excavation, removal, disposal, compaction, sand bedding, crushed aggregate base (CAB) backfill, existing pipe removal and disposal, couplings/fittings for connection to existing watermain, thrust blocks per City Standard Plan No. 312-0, DIP fittings at tie-in to existing DIP, chlorination and testing, valve installation with valve box and cover per City Standard Plan Nos. 302-0 and 309-0, temporary and permanent trench resurfacing, and all appurtenances required to complete the work. No additional compensation will be allowed therefore.

Bid Item No. 21 – Furnish and Install 2” Air Release and Assembly

Payment for the requirements of **Furnish and Install 2” Air Release and Assembly**, shall be made at the **contract unit price bid per EACH (EA)**, as directed by the Engineer and in accordance with City Standard Plan No. 308-1 (Modified) and these Specifications, and shall include sawcut, trenching, excavation, removal and disposal of existing miscellaneous improvements, bedding, backfill, sheeting, shoring, dewatering, furnishing and installing new 2” air release assembly at locations as directed by the Engineer, all fittings and appurtenances, temporary and permanent trench resurfacing, Tee-cut, pressure testing, disinfection, replacement of damaged concrete sidewalk and any parkway landscape and hardscape, adjustment of air release assembly to finished grade, and all labor, tools, equipment, materials and incidentals required to complete the work in place and operative. No additional compensation will be allowed therefore.

Bid Item No. 22 – Remove and Replace Pressure Regulating Station

Payment for the requirements of **Remove and Replace Pressure Regulating Station**, shall be made at the **contract LUMP SUM (LS) price bid**, and shall be considered full compensation for, but not limited to, excavating and removing the existing PRS vault, piping, fittings, valves, vents, etc... ,cutting and plugging of existing water main, removal of existing valves servicing the existing PRS, removing interfering portions of existing mainline, placement of suitable backfill, CAB backfill, compaction, removing and replacement of PCC sidewalk within the areas of removal and tie-in, restoring the existing disturbed area, furnishing and installing a new PRS, pursuant to City Standard Plan 311-1 (modified), and these Specifications, and shall include, but not limited to, installation and delivery of valves, fittings, and spools, pre-cast concrete vault, excavation, backfill and compaction, reconstruction of damaged curb, gutter, sidewalk, and landscaping, maintaining service at all times in the main line, pressure testing and calibration, and any other associated requirement in accordance with the Plans, these Special Provisions and the Standard Specifications as required for the PRS to be complete and operational. Installation of the PRS also consists of the pressure relief assembly as described in City Standard Plan 311-1 inclusive of all labor, materials, tools, equipment, and incidentals for a complete and working PRS and assembly. The exact location of the PRS shall be determined by the City in the field prior to removal and installation. No additional compensation will be allowed therefore.

Bid Item No. 23 – Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants

Payment for the requirements of **Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants**, shall be made at the **contract LUMP SUM (LS) price bid**, and shall be considered full compensation for, but not limited to, removing or cutting and plugging of existing water main and valves as shown on the plans and pursuant to the City requirements. This item includes furnishing all labor, tools, equipment, materials and incidentals as required to complete the abandonment of the existing services, water main, water valves, and fire hydrant, removal of the can and riser pipe along with the removal and salvaging of the lid, maintaining service at all times in the main line, flushing of the remaining water in the pipe, excavation, removal of asphalt concrete, sheeting, shoring, bracing, dewatering, backfilling, compaction, salvaging, hauling and delivering all old materials including fire hydrant heads, valve slip risers and valve covers, to the City yard. No additional compensation will be allowed therefore.

Bid Item No. 24 – Pressure Testing & Disinfection

Payment for the requirements of **Pressure Testing & Disinfection**, shall be made at the **contract lump sum (LS) price bid**, and shall include all labor, tools, materials, equipment, testing, testing plan, test reports, coordination with the City, and incidentals required to complete the work, per City of Brea requirements. The test shall be made prior to connecting the new line with the existing City system. Tests will not be allowed against a closed valve that is attached to the City's system. Disinfection of the main shall be done separate from the pressure testing. No additional compensation will be allowed therefore.

Bid Item No. 25 – Adjust Water Valve to Grade

Payment for the requirements of **Adjust Water Valve to Grade** shall be at the **contract unit price bid per EACH (EA)** water valve adjusted, and shall include all labor, tools, equipment, materials, furnishing new valve box and lids and adjusting new valve box and lids to finish grade for all gate valves installed, sawcutting, removal of AC, disposal of AC, AC tie-in, concrete collar and all incidentals necessary for doing the work in compliance with the Plans, these Special Provisions and Standard Specifications. No additional compensation shall be allowed.

Bid Item No. 26 – Adjust Manhole to Grade

Payment for the requirements of **Adjust Manhole to Grade** shall be at the **contract unit price bid per EACH (EA)** manhole adjusted, and shall include protecting existing frame and cover, and providing all labor, tools, equipment, materials and incidentals necessary for doing the work in compliance with SPPWC Standard Plan No. 205-2. No additional compensation shall be allowed.

Bid Item No. 27 – Remove and Replace Unsuitable Subgrade With CAB*

Payment for the requirements of **Remove and Replace Unsuitable Subgrade With CAB**, shall be made at the **contract unit price bid per CUBIC YARD(CY)**, and shall include all labor, tools, equipment, materials, and incidentals necessary to complete the work as directed and authorized by the Engineer. If the existing materials of areas beneath the regular excavation depth are wet, unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. Crushed Aggregate Base (CAB) shall be used to replace materials over-excavated and compacted to the relative compaction requirements as directed by the Engineer. No additional compensation will be allowed.

Bid Item No. 28 – Sawcut & Remove Existing 7" Deep Pavement Section and Construct Deep Lift DGAC*

Payment for the requirements of **Sawcut & Remove Existing 7" Deep Pavement Section and Construct Deep Lift DGAC*** shall be per the **contract unit price bid per SQUARE FOOT (SF)** area of Deep Lift DGAC pavement constructed in place and shall include all labor, tools, equipment, materials, and incidentals necessary to complete the work as directed and authorized by the Engineer. If the existing material beneath the typical AC mill section is determined to be structurally deficient by the Engineer, the Contractor may be ordered to over-excavate those areas to a depth of 7" below the milled surface. The unit price bid shall include surface preparation, tack coat, compaction, and all labor, tools, material, equipment and incidentals required to complete the work. This item includes all sawcut, removal and disposal of existing miscellaneous roadway section including petromat/pavement reinforcing fabric, macadam, abandoned concrete and/or steel culverts, unsuitable materials, irrigation improvements, plants, root pruning, removal of existing base material and other unclassified excavation necessary to establish the finished subgrade elevations for the roadway improvements and digouts, as directed by the Engineer. This item also includes all dense graded asphalt concrete (DGAC) base course pavement Type B PG 70-10 (10% maximum RAP) required to reconstruct the roadway digouts at the locations and at the 7" compacted depth as directed by the Engineer. The final AC lift

work to meet final grade shall be covered under the Asphalt Concrete (AC) Overlay HMA Bid Item. No further compensation will be allowed.

PART 2

CONSTRUCTION MATERIALS

SECTION 200 ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.2 CRUSHED ROCK AND ROCK DUST

200-1.2.1 General

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

Rock dust blotter material shall be required immediately after the completions of the “finish rolling” and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall conform to Rock Dust quality requirements in Table 200-1.2.1(A).

200-1.5 SAND

200-1.5.1 General

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

Sand bedding under miscellaneous PCC improvements and used as bedding in the trench pipe zone, shall conform to the requirements in this section, shall consist of washed granular material, shall not contain any contamination or reclaimed/recycled materials, and shall meet the following specifications:

Sieve Size	Percent Passing
4.75 mm (#4)	98-100
2.36 mm (#8)	93-98
1.18 mm (#16)	92-95
600 um (#30)	85-91
300 um (#50)	75-85
150 um (#100)	40-50
75 um (#200)	15-20
SG, Bulk S.S.D.	2.74
SE, CT 217	>= 30
ASTM -1557-91	112.0 lbs. @ 14% moisture
Plastic Limit ASTM D 4318	0
Plastic Index ASTM D 4318	0 (non-plastic)
Expansive Classification	Non-expansive
pH, CT – 422	8.36
Chloride, CT 417	42 ppm
Sulfate, CT – 417	40 ppm
Resistivity, CT – 417	5,300 (ohm-cm)

200-2 UNTREATED BASE MATERIALS

200-2.1 General

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

Untreated base to be used for the base course under miscellaneous PCC pavement, as trench backfill and under other miscellaneous PCC improvements shall be Crushed Aggregate Base (CAB), as shown on the plans.

200-2.2 Crushed Aggregate Base

Crushed Aggregate Base material shall conform to Subsections 200-2.2 and 301-2 of the Standard Specifications, as directed by the Engineer.

SECTION 201 CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.2 Concrete Specific by Class and Alternate Class

[Revise portion of Table 201-1.1.2 with the following:].

Concrete class and alternate class for Street Surface Improvements shall be 560-C-3250.

Concrete class for blow-off hydrant collar shall be 560-C-3250.

Concrete class for pads for assemblies shall be 470-C-2500.

Concrete class for valve box collars shall be 560-C-3250.

Concrete class for thrust blocks shall be 560-C-3250.

Concrete class for encasements shall be 560-C-3250.

Concrete class for guard posts shall be 470-C-2500.

Concrete class for vent bases shall be 470-C-2500.

Concrete class for thrust block improvements shall be 450-C-2000, or alternate class 565-E-200P.

201-1.2.4 Admixtures

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

Admixtures will not be permitted.

201-1.2.5 Fly Ash

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

Fly Ash will not be permitted.

201-1.4 Mixing

201-1.4.1 General

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

Mixed concrete delivered to the site shall be by Transit Mixer as called for in Section 201-1.4.3 "Transit Mixer" of the Standard Specifications.

201-4 CONCRETE CURING COMPOUND

201-4.1.1 General:

Concrete curing compound shall be Type II for Class 560-C-3250.

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General

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

Asphalt concrete for slot paving, base course pavement as required for trench resurfacing per Details on Plans, and localized reconstruction of the roadway (digouts), as directed by the Engineer, shall be Dense Graded Asphalt Concrete (DGAC) Pavement Type B PG-70-10. A maximum of 10% RAP shall be allowed. Sieve Size shall be $\frac{3}{4}$ -inch.

Asphalt Concrete for final course pavement, as required for roadway resurfacing per Typical Sections and Details on Plans, shall be Type C3 PG-70-10. A maximum of 10% RAP shall be allowed. Sieve size shall be $\frac{1}{2}$ -inch.

SECTION 209 PRESSURE PIPE

209-1 IRON PIPE AND FITTINGS

209-1.1 Ductile Iron Pipe (DIP)

209-1.1.2 Materials

[Revise portion of Table 209-1.1.2 with the following:].

Class 52 Ductile Iron Pipe

All ductile iron pipe shall be push on type joints in accordance with AWWA Standard C111 or an approved equal. **No** polyethylene encasement shall be allowed for ductile iron pipes. Pipes shall be mortar lined and bitumen coated.

Water service lines shall be wrapped with a suitable dielectric tape for a distance of 3-ft (minimum) away from the main line.

Gate Valves

Resilient wedge valves shall be furnished and installed in accordance with City Std. Plan 302-0. Gate valves shall have non-rising stems with O-rings, flanged (FLG) and mechanical joints restrained (MJR), except where specified on the contract plans, as manufactured by Mueller Co. Valves as approved by the City Engineer. Valves shall be epoxy-lined and coated and have 316 stainless hardware. All valves shall be provided with suitable thrust block restraints as detailed in City Std. Plan 312-0. Water Valve Boxes shall be Brooks 4TT as detailed in City Std. Plan 309-0 and as specified by the City of Brea Maintenance Department.

Fire Hydrant Assemblies and Blow-Off Hydrants

Contractor shall furnish and install fire hydrant assemblies in the locations shown on the Plans, and in accordance with City Std. Plan 306-0 and as modified herein. The distance from the FG of the concrete pad to the bottom of the flange shall be 4". Contractor to provide the measurements for each Fire Hydrant prior to installation to assure the proper riser spool length (6", 12", 18" etc.) is ordered to achieve the required distance above the concrete pad to the bottom of the flange.

Contractor shall furnish and install blow-off hydrants in the locations shown on the Plans, and in accordance with City Std. Plan 307-1 (Modified).

New fire hydrants shall be low profile, dry barrel, traffic models, as manufactured by Mueller Co. (A-423 Super Centurion 250, Mueller A-442 Modern Centurion) or an approved equal. **New fire hydrants shall be factory painted by the manufacturer in City colors.**

Fittings

All ductile iron fittings shall be mechanical joint or as indicated on the plans and meet Pressure Class 52. No polyethylene encasement shall be allowed for ductile iron fittings. Fittings shall be mortar lined and bitumen coated.

All fittings shall be provided with a suitable thrust block restraint as detailed in City Standard 312-0.

All mechanical joint fittings for connection from DIP fittings to PVC pipe shall be mechanical joint restraint: EBAA Iron MEGALUG Series 19MJ00, Star Products Compact MJ Fittings or approved equal.

Restrained joints for PVC pipe shall be Star Pipe Products Series 1100G2 bell end pipe restrainers, or approved equal.

Restrained Joints for Ductile Iron Pipe: Where called for on the plans, pipe and fittings shall be restrained. Restrained joints for ductile iron pipe shall be as specified:

- a. Manufactured locking restraint pipe with fittings.
 - (i) Acceptable products and manufacturers include: TR-Flex by U.S. Pipe & Foundry Company or Clow Water Systems, Flex Ring by American Cast Iron Pipe, or Thrust-Lock by Pacific States Cast Iron Pipe Company.
 - (ii) Field welding of ductile iron restrained joint or ductile iron components is not acceptable.

Payment for the requirements of restrained joints/fittings and all other fittings not separately designated in the bid schedule, shall be included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed therefore.

Copper Tubing and Fittings

All 1" and 2" copper water services shall conform to City of Brea Standard Drawing No. 304-0 and 305-0, and Detail as shown on the plans. Copper tubing shall conform to the requirements of the "Specifications for Seamless Copper Water Tube" (ASTM B88), and shall be Type K (soft) for the 1" water service and Type L for the 2" water service as manufactured by Anaconda, Phelps-Dodge, or Revere or approved equal.

Compression fittings for 1" and 2" shall be by Mueller Conductive Compression Connection H-15403 or approved equal.

Water service lines shall be wrapped with a suitable dielectric tape for a distance of 3ft (maximum 1.5 ft either side of crossing) for all underground utility crossings that do not meet the minimum required separation of 12".

Air Release Assembly

Contractor shall furnish and install 2" air release assembly in the locations shown on the Plans,

and in accordance with City Std. Plan 308-1 (Modified).

Pressure Reducing Valve Assembly

Contractor furnished and installed new Pressure Reducing Valve with new vault shall be installed at the location shown on the Plans and as directed by Engineer and shall be in accordance with City Std. Plan 311-1 (Modified) as depicted within the Plans.

209-4 PVC PRESSURE PIPE

209-4.2 Materials

[Revise portion of Table 209-4.2 with the following:].

Pressure Class 305 PVC Pipe

General: PVC pipe shall be manufactured in accordance with AWWA C900, and shall be pressure **Class 305** and of the sizes shown on the plans. The dimension ratio (DR) for **C900 PVC pressure pipe** shall be **DR-14** or thicker walled (lower DR). The pipe shall have gasketed bell end or plain end with elastomeric gasketed coupling.

Push-on Joints: All pipe fittings shall be made with push-on joints designed for use with the type of pipe to be joined, unless noted otherwise on the plans.

Material: Material used to produce the pipe and couplings shall be made from Class 12454-A or B virgin compounds as defined in ASTM D 1785, with an established hydrostatic design basis rating of 4,000 psi for water at 73.4°F (23°C).

Pipe Lengths: Laying lengths shall be 20 feet with the manufacturer's option to supply up to 15% random lengths (minimum length 10 feet).

Pipe Marking: Each pipe length shall be marked showing the date of manufacture, nominal pipe size and O.D. base, the AWWA pressure class, and the AWWA specification designation (AWWA C900). For potable water application, the seal of the testing agency that verified the suitability of the material for such service shall be included.

Manufacturers: Pipe shall be manufactured by Certaineed Corporation, Diamond Plastics Corporation, Ipex, Inc., North American, or Vinyltech Corporation.

Fittings: Fittings shall be ductile-iron Class 52 conforming to these Technical Specifications.

Bell Sizes: Bell size shall be for Class 150 and Class 200 iron-pipe-size equivalent PVC pipe, including the rubber-ring retaining groove.

Reference Standard: All castings shall be marked "DI" or "Ductile" and ANSI/AWWA C153/A21.53.

Rubber Rings: Rubber rings for use in couplings and fittings shall conform to the requirements of ASTM F 477. Rubber rings shall be stored out of direct sun light, clearly labeled with the material type, and protected in a manner to prevent deterioration.

Service Saddles: Service saddles for 1-inch and 2-inch diameter outlets shall be designed for use on C900 PVC pipe and shall conform to the requirements these Specification. The allowable upper pipeline diameter limit for use of service saddles shall be pipe nominally sized 12-inches in diameter. For outlets of larger than 2-inch diameter and for all outlets on larger diameter pipelines, ductile iron tees with flanged outlets shall be used.

Delivery & Storage: Care shall be exercised in handling, loading, unloading, and storing PVC pipe and fittings to avoid distortion, scratches, gouges, dents, and, in particular, scuffing of the ends. Discolored pipe shall be rejected. All plastic pipe and fittings shall be stored under cover in a flat, horizontal position, and protected from the sun and the elements until ready for installation. The covering shall be placed in such a way as to allow adequate air circulation between the cover and the pipe. Plastic pipe shall be transported in a vehicle having a bed long enough to provide support for the full length of the pipe. Any length of pipe or fitting that has been damaged or distorted shall be replaced. When work is not in progress, open ends of pipe and fittings shall be securely closed so that no water, earth, or other substances will enter the pipe or fittings.

209-7 PIPELINE IDENTIFICATION

209-7.2 Requirements.

[add the following section:].

General: Buried warning tape shall be an inert plastic film specifically formulated for prolonged underground use. The minimum thickness shall be 4 mils and the overall width of the tape and lettering size shall be in accordance with the following table:

Pipe Size (inches)	Warning Tape Width (inches)	Min. Lettering Size (inches)
2 and less	2	1-1/2
Less than 8 and greater than 2	6	2
8 and larger	12	2

Potable Water Pipelines: Blue warning tape with black lettering identifying the potable waterline, shall be used on all pipelines 1-inch and larger. For copper services, warning tape shall be placed over the top of the pipe and shall be taped to the copper pipe at 2-foot intervals. The warning tape shall extend up into the meter box, air-vacuum release assembly or other appurtenances a minimum of 12-inches, so that it can be read clearly by opening the box or enclosure. Warning tape wording shall read: "CAUTION: POTABLE WATER LINE BURIED BELOW".

Warning tape shall be as supplied by Christy's, Griffolyn Co., Inc., Hytech, Terra Tape, Division of Reef Industries. Where shown on the plans, tracer wire shall be installed on nonmetallic pressurized pipes sizes 6-inches and greater. Tracer wire shall be installed in accordance with the City of Brea Standards and Specifications. The tracer wire shall consist of a #8 AWG Type UF (direct burial) stranded single conductor cable with high density polyethylene (HDPE) or high molecular weight polyethylene (HMWPE) insulation. The insulation shall be blue for potable water, and purple for recycled water. The tracer wire shall be taped to top of pipe every ten feet.

SECTION 210 PAINT AND PROTECTIVE COATINGS

210-1 PAINT

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking.

[add the following section:].

Paint for traffic lane lines, turn pocket lines, edge lines, channelizing lines, bike lane lines, chevrons, pavement legends, pavement symbols, pavement arrows, cross walks, parking stall markings, stop bars and curbs shall be rapid dry water borne conforming to CALTRANS Specification No. PTWB-01. Glass beads shall be applied to the surface of the rapid dry water borne paint and shall conform to the requirements of CALTRANS Specification No. 8010-004 (Type II). CALTRANS Specifications for water borne paint and glass beads may be obtained from the CALTRANS Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819, telephone number (916) 227-7000. No thermoplastic paint will be allowed.

SECTION 215

DETECTABLE WARNING SURFACES

215-1 DETECTABLE WARNING-TRUNCATED DOME MATS FOR CURB ACCESS RAMPS

[add the following:].

The detectible warning surface required for new curb ramps shall be Vitrified Polymer Composite (VPC) Cast-In-Place Tactile Armor-Tile manufactured by Engineered Plastics Inc. (800-682-2525), or approved equal. The tile shall be Black Color homogeneous throughout the tile. Detectable warning surface required for existing curb ramp to remain shall be Vitrified Polymer Composite (VPC) Armor-Tile Surface Applied Advance Warning Strip Surface Tile manufactured by Engineered Plastics Inc., or approved equal. The tile shall be Black Color homogeneous throughout the tile.

PART 3 CONSTRUCTION METHODS

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials

300-1.3.1 General

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

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-1.4 Payment

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

Full compensation for clearing and grubbing shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

300-1.6 Bituminous Pavement

[Add the following:].

Sawcutting shall be accomplished by the use of a power-driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new pavement is constructed.

All necessary sawcutting of AC or any underlying existing improvements shall be to the lines as shown on plans or as directed by the City Engineer. Sawcutting shall be included in the concrete unit prices bid for the various items of work involved and no further compensation shall be made.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General

[Add the following:].

Unclassified excavation shall include saw cutting, excavating, removing, hauling and disposal of all material including asphalt concrete (A.C.) pavement, P.C.C. pavement, macadam, Petromat/pavement reinforcing fabric, slurry backfill, aggregate base materials, interfering

structures and objects to the sub-grade elevations indicated on the plans as required to construct the new improvements.

All roots and stumps shall be removed and/or ground to eight (8) inches below subgrade within the roadway section. The locations and dimensions of excavation areas are as shown on the plans and/or directed in the field by the Engineer.

All existing asphalt concrete pavement joining new construction shall be saw cut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing improvements to be protected in place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at Contractor's expense.

Unclassified excavation shall include the removal of unclassified fill material encountered within the proposed roadway section. Unclassified fill may consist of broken concrete, broken asphalt pavement, brick, rubble, and debris.

All unclassified fill material found within the new roadway section shall be removed and paid in accordance with the bid item for unclassified excavation

All removed material becomes the property of the Contractor and shall be hauled away and properly disposed.

The Contractor's attention is directed to the fact the thickness of the existing asphalt concrete pavement is approximate and may vary from this thickness. In addition, substantially thicker sections of pavement may be occasionally encountered, especially where utility trench and pothole patches are encountered.

If a significant deviation in pavement thickness is encountered by the Contractor during the removal process, that may significantly impact the Contractor's cost of removal, the Contractor shall immediately notify the Engineer. The Engineer will review the field condition(s) encountered and determine the appropriate remediation. The Engineer shall have sole authority to decide the method and amount of additional compensation due the Contractor, if any.

Unless directed by the Engineer, backfilling and compacting is considered included in each respective bid item and no additional compensation will be allowed therefore.

The areas and quantities shown on the Plans or provided in these Specifications are given only for the Contractor's aid in planning the work and preparing bids. It is the Contractor's responsibility to determine actual area and quantities based on the Plans and field conditions. If there is a significant deviation in area and quantities, the Contractor shall immediately notify the Engineer.

300-2.2 Unsuitable Material

300-2.2.2 Wet Material

[Remove the first sentence and replace it with the following:].

If, in the opinion of the Engineer, the existing materials of areas more than 6" below the existing grade are wet, unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer, and either process the material to reduce the moisture content to an optimum condition or to remove and dispose of the material and replace it with suitable material. All Work will be done in accordance with Section 301-1 "Subgrade

Preparation” and Section 301-2 “Untreated Base” of the Standard Specifications.

Crushed Aggregate Base (CAB) compacted to 95% Relative Compaction and conforming to Section 200 “Rock Materials” of the Standard Specifications shall be used to replace materials over-excavated. The removal and replacement of unsuitable material, as determined and authorized by the Engineer, shall be paid for at the contract unit price bid per CUBIC YARD (CY) for “Remove and Replace Unsuitable Subgrade with CAB*”.

300-2.9 Payment

[Add the following:].

Full compensation for the requirements of unclassified excavation shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

SECTION 301

SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.1 General

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

Prior to the placement of new asphalt pavement, the subgrade shall be prepared in accordance with the plans and applicable sections of the Standard Specifications and these Special Provisions.

Placement of Aggregate Base

In locations where the existing street pavement section contains aggregate base, placement of aggregate base will be required in the water main and lateral trenches prior to asphalt surfacing to the thickness and elevations per City Standard Plan 102-1 (Modified). The base shall not be placed until the trench backfill has been thoroughly compacted to the required relative compaction.

After the bottom of the trench subgrade has been properly prepared per Section 301-1, the aggregate base shall be placed and compacted per Section 301-2 of the Standard Specifications to the limits and dimensions required.

If the Contractor elects to perform the excavation and placement of the aggregate base after the surrounding pavement has been removed, it shall be performed in a manner that does not adversely affect the adjoining aggregate base to remain.

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade

[Add the following:].

Adjustment of Water Valve Frame and Cover

Water valve frame and covers shall be adjusted to grade per City of Brea Std. Plan No. 309-0. The Contractor shall prepare and adjust existing water valve frames & covers to grade during each phase of construction and paving. The Contractor shall not cover or otherwise leave the frame, enclosed meters, and valves inaccessible at any time. The Contractor shall maintain all valves immediately accessible for shut-off at all times.

The Contractor shall notify the CITY one week before starting any construction adjacent to or adjustment of valve boxes and meter boxes. The Contractor shall cooperate and coordinate with the AGENCY whenever it is necessary for the CITY to perform work at its installations. The Contractor shall not activate or disturb any valves.

On existing water valves not installed as part of this project which are to remain and adjusted to grade, the adjustment costs shall also include the installation of a new riser can & lid.

Contractor shall remove all debris from within the gate valve from the operating nut to the cover prior to acceptance of said water system.

Abandonment of Water Valve

Abandonment of existing gate valves shall include the removal and/or salvage of the valve riser can and cover, burying the existing valve in place and filling and compacting the existing extension pipe with sand or gravel to the pavement subgrade.

The existing water main and fire hydrant valves to be abandoned are to be abandoned in place according to the following directions. The Contractor shall work the water valve a minimum of three (3) times to ensure a positive shutdown of the water main. The Contractor shall then shut down the valve, salvage the frame and cover, remove the valve box and the valve extension piping and fill the resulting void with sand or aggregate base compacted to 95% relative compaction and place temporary AC pavement over the filled void.

If a new valve will not replace the existing valve in the same location, the Contractor shall install a 3'x3' minimum hot asphalt pavement patch over the filled void using a 2" cold mill and 2" pavement overlay with Type C2 PG 70-10 (10% maximum RAP) asphalt concrete pavement.

The Contractor is to deliver the valve frame and cover to the City Service Yard located at 545 N. Berry Street.

301-1.7 Payment

[Delete the first paragraph and replace with the following:].

Payment for sub-grade preparation shall be considered included in the contract unit prices bid for the various items of work requiring sub-grade preparation involved, and shall include full compensation for furnishing the labor, tools, materials, equipment and incidentals, and for doing all the work and rework involved in processing, compacting and trimming the material as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

301-2 UNTREATED BASE

301-2.1 General

[Revise the first sentence to read as follows:].

Untreated base for pavement, curb, curb and gutter, cross gutters and similar types of improvements shall be constructed of material as specified in Section 200-2 of the Standard Specifications and as called for on the plans, Standard Specifications and in these Special Provisions.

SECTION 302 ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT

[replace entire section with the following;].

302-1.1 General

The work to be done here under consists of cold milling and removal of the designated thickness of existing pavement surface, including asphalt concrete, macadam, PCC, pavement reinforcement fabric (Petromat), or other miscellaneous improvements, at those locations and per Typical Sections and Details as shown on the Plans.

The existing A.C. pavements shall be cold milled to the depths required per grades as shown on the Plans and in accordance with the Standard Specifications. The pavement shall be removed by the use of a cold milling machine designed for this purpose and capable of performing a satisfactory job. Burning or heat planing will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

Except as otherwise called for on the plans, all A.C. pavement cold milling cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the Engineer.

The final depth, width, length and shape of the cold milling cut shall be as indicated on the plans and the Typical Sections and Details as shown on the Plans. The final cold milling cut shall result in a uniform surface conforming to the typical section(s) except as otherwise directed by the Engineer.

Surveyor's street and property line monuments, not scheduled for removal shall be protected. The City has made every reasonable effort to locate and mark on the plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so or shall, therefore, contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense. Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

Temporary ramping, where required by the Engineer for traffic control or other purposes, shall be considered included in the contract lump sum price bid for "Traffic & Pedestrian Control & Construction Phasing", and no additional compensation will be allowed.

302-1.2 Milling Machine

The Contractor shall furnish a self-propelled machine especially designed and built for grinding flexible and rigid pavements to the depth shown on the plans in one pass. The machine shall be equipped with standard automatic depth controls and must maintain a constant cutting depth and width without tearing or gouging the underlying surface and blade material into a windrow. The machine shall consist of a 60" minimum width cutting drum with carbide tip teeth. Drum lacing patterns shall permit a grooved or smooth surface finish as selected by the Engineer and the drum shall be totally enclosed in a shroud to prevent discharge of any loosened material into adjacent work areas. The machine shall be capable of operating at speeds from 5 to 50 feet per minute and designed such that the operator can observe the work without leaving his control area. It shall be adjustable as to crown and depth by tilting the drum axis and shall have a guidance system furnished to assist the operator in control grade and in matching adjacent pavements or cuts. The equipment shall be demonstrated to have been operated on similar work completed prior to the award of this contract.

302-1.3 Cold Milling to Specified Elevations

The operator shall furnish the milling machine, operated by experienced workmen. The surface tolerance produced shall be such that a 10-foot straight edge laid laterally will indicate variances of less than 3/8" (except in the crown area) and the same straight edge laid longitudinally will indicate variances of less than 3/16".

Removal shall consist of milling the pavement where indicated and removing the planed material. No aggregate shall remain on the project at the end of each work day. Aggregate material loosened and directly removed shall become the property of the Contractor. The Contractor shall dispose of all planed surplus materials at a legal dump site, in accordance with Subsection 300-2.6 of the Standard Specifications.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General

[Add the following:].

Tarpaulins shall be used to cover all loads from plant to project.

Each layer of asphalt concrete shall not exceed 4 inches in compacted thickness. Each layer shall be completely placed and compacted prior to commencement of successive layers. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed.

Three-wheeled rollers shall not be permitted, and pneumatic rollers shall be used only on lower layers.

Initial breakdown compaction shall consist of a minimum of three coverages of layer of asphalt mixture. A pass shall be movement of a roller in both directions over the same path. A coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to ensure compaction without displacement of material in accordance with good rolling practices, shall be considered to be part of the coverage being

made and not part of a subsequent coverage. Each overage shall be completed before subsequent coverage is started.

Prior to placement of asphalt concrete, a tack coat of SS 1H emulsified asphalt shall be applied to all contact surfaces. Tack coat shall be Grade SS-IH per subsection 302-5.4 of the Standard Specifications. Tack coat shall be applied at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints of A.C. patching and P.C.C. surfaces, and edges against which AC is to be placed.

An asphalt leveling course shall be applied in depressed areas, as directed by the Engineer. An automatic leveling device shall be used on the paver unless omitted by the Engineer.

Longitudinal joints between successive paving runs shall coincide with the traffic lanes lines. Contractor will be provided with striping plans for those roads where the striping will change prior to the start of work. Local streets will not be striped except for special cases for which striping plans will be provided. All other roads will be striped to match the existing pattern.

302-5.5 Distribution and Spreading

[Add the following:].

Prior to placing asphalt pavement overlay, all vegetation shall be removed from the cracks in the pavement and all joints between the pavement and concrete gutters by the Contractor. The surface to be overlaid shall be cleaned by the Contractor to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the overlay and the pavement.

The Contractor shall provide temporary asphalt ramps for all lanes of traffic, pedestrian walkways, and driveway approaches wherever the depth of the cut exceeds 3/4".

At least **ten (10) working days prior** to commencing paving work, the Contractor shall submit a spreading schedule to the City for approval. This schedule shall allow residents, employees and school personnel (on the streets to be paved) ample "on-street" parking within a reasonable distance from their homes and businesses. Based upon the spreading schedule, the Contractor will notify residents, businesses and schools by a City-approved notice, of the proposed work **at least 72 hours (3 working days)** in advance, and post temporary "No Parking" signs at no cost to the City. Signs will be posted at all intersections and on each side of the street a **maximum of 200 feet** between signs. Signs shall not be attached to existing trees, poles or street light standards. When necessary, the Contractor shall furnish stakes or cones for posting. The "No Parking" signs will be in place **not less than 48 hours (2 working days) prior** to performing the work. Therefore, a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the City Engineer **at least 48 hours (2 working days) prior** to paving the affected streets.

302-5.8 Manholes (and other Structures)

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

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be 1/8 inches below the finish grade of the asphalt pavement.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the Engineer, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the AGENCY for utility cuts in pavement.

For water valves and sewer cleanouts, Contractor shall furnish new cans and lids as directed by the Engineer, and the old lids shall be delivered to City yard by the Contractor.

The Contractor shall adjust existing water meters to grade as shown on the plans, in conformance with City Standard Drawing No. 304-0 and 305-0.

The Contractor shall adjust existing miscellaneous pull boxes to grade as shown on the plans, in conformance with Caltrans Standards and Specifications (latest edition).

The Contractor shall adjust the concrete meter box for existing water blow-off assembly, to grade as shown on the plans, in conformance with City Standard Drawing No. 307-0.

302-5.9 Measurement and Payment

[Add the following to the first paragraph:].

Payment for the requirements of all AC work shall be included in the contract unit prices bid for the various items of work involved within Section 9 of these Specifications. No further compensation will be allowed.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes, or permanent full depth asphalt concrete work at existing driveway locations as required by the Engineer to maintain access, shall be considered included in the **contract LUMP SUM (LS)** price bid for **Traffic & Pedestrian Control and Construction Phasing**, and no additional compensation will be allowed.

302-5.10 Crack Repair

[Is hereby added to Section 302-5:].

Cracks ¼ inch and greater shall be cleaned for the entire crack depth using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as

manufactured by Crafco as Road Saver 211, 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 the requirements of **Cold Mill Existing Pavement and Crack Sealing** shall be measured and paid for as part of the relevant bid item as depicted in Section 9 of these Specifications.

SECTION 303

CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements

303-5.1.1 General

[Add the following:].

New improvements shall be constructed to grades indicated on the plans and in such a manner as to match existing improvements and field conditions with proper grade to form a safe and smooth riding surface.

The Contractor shall be responsible to oversee the curing of all concrete improvements to prevent graffiti damage or other unauthorized markings in new concrete surfaces. Any concrete surface deemed unacceptable to the Engineer, shall be replaced by the Contractor at no cost to the City.

Damage to any existing improvements shall be remedied by saw cutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer. Removals, relocations, and/or adjustments not covered by a separate bid item but necessary for the proposed concrete construction shall be included in the unit price bid for the various items of work involved.

The Contractor shall maintain safe access to all residents/business establishments at all times throughout the duration of the contract. The only permitted interruption to access will be during the placement of concrete.

No establishment shall be denied access more than one day at a time. Contractor shall install steel plates after finishing the concrete, to provide access during the cure period. The Contractor shall pour new P.C.C. improvements in such a fashion as to not interrupt access to residents near the job site.

Should a driveway be excavated at the end of a workday, the Contractor shall provide a temporary access ramp to residences. The temporary access ramp shall be removed by the Contractor on the following day so that driveway construction can be completed. Access to building over newly placed ramp shall be provided the day following the placement of ramp. New ramp shall be protected by the contractor with the use of materials such as roofing paper, plywood, or other means approved by the Engineer. The cost for the placement of the temporary ramp/plate and its removal shall be included in the unit cost bid for the various items of work involved, and no additional compensation will be allowed therefore.

If the Contractor is unable to pour the ADA Access Ramp or Sidewalk back within 2 calendar days after removal, the Contractor shall provide a minimum of 4-foot wide, 3" thick asphalt concrete sidewalk/curb ramps at a maximum cross fall of 2% to provide for safe passage of pedestrians and ADA access through construction areas, except when approved by the Engineer. Payment for this work, including maintenance for the temporary asphalt shall be included in various applicable items of work, and no additional compensation will be allowed therefore.

Concrete sidewalk and curb ramps shall be placed on 4" sand bedding per City Standard Plan No. 103-0 and details per Plans. Sand bedding shall consist of washed granular material with a sand equivalent greater than or equal to 30, conforming to Section 200-1.5.3 of the Standard Specifications. Payment for sand bedding shall be included in the contract unit price bid for the various items of work involved. No additional compensation will be allowed therefore.

Concrete curb, curb and gutter, and cross gutters and spandrels shall be placed on 6" crushed aggregate base (CAB) per applicable City Standard Plans and details per Plans. Crushed Aggregate Base material shall conform to Subsections 200-2.2 and 301-2 of the Standard Specifications, as directed by the Engineer. Payment for CAB bedding shall be included in the contract unit price bid for the various items of work involved. No additional compensation will be allowed therefore.

303-5.4 Joints

303-5.4.2 Expansion Joints

[Add the following:].

Expansion joints shall be constructed only where specifically designated per details on the plans, and as directed by the Engineer.

303-5.5 Finishing

303-5.5.4 Gutter

[Add the following:].

When gutter and/or cross gutter is constructed at a rate of grade less than 0.30% it shall be water tested. If any portion of the newly constructed gutter is shown to pond water, that portion, including curb if applicable, shall be removed, reconstructed, and retested by the Contractor at no additional cost to the AGENCY.

303-5.5.5 Alley Intersection, Access Ramps, and Driveways

[Add the following:].

All limits of removal for the replacement of existing concrete work item shall be per plan unless otherwise directed by the Engineer in the field. It will be the sole responsibility of the Contractor to remove and reconstruct any curb and gutter damaged by the Contractor during the construction. No additional compensation will be allowed.

Concrete curb ramp shall be per City of Brea Standard Plans for Public Works Construction, case and type per plans or per City Engineer's instruction.

Removal of any private improvements should be coordinated in writing with the owner and it is Contractor's responsibility to obtain owner's written approval for removal prior to construction. Right-of-Way Entry should be signed by the owner prior to removal of any private improvements at no additional cost to the City.

SECTION 306 OPEN TRENCH CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS

306-1.1 Trench Excavation

306-1.1.1 General

Excess Material - It shall be the Contractor's responsibility to remove and dispose of all excess material resulting from earthwork operations, including pavement, macadam, Petromat, PCC, and excavation material of any character that is not suitable for use in fill or backfill. The Contractor shall provide and maintain, at the construction site, ample means and devices with which to remove and properly dispose of all water entering the excavation. Diversion of surface water from the excavation site shall be the responsibility of the Contractor, and no separate compensation will be allowed for the removal of surface water from the excavation site. Dewatering for the structure and pipelines shall commence when ground water is first encountered, shall be continuous, and shall be accomplished by well points or some other method which will ensure a dry hole and preservation of final lines and grade of the bottom of excavation.

Contractor shall be required to verify depths of utility lines crossings prior to excavation and to adjust grade to avoid utility lines at no additional compensation.

For the purpose of shoring or bracing, a trench is defined as an excavation in which the depth is greater than five feet. All trench excavations shall be vertical cuts. Laying back the excavation to avoid shoring will not be allowed unless approved in writing by the Engineer.

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work.

Removal of groundwater shall be performed to ensure a firm and stable subgrade for the construction of structures. All costs for such dewatering shall be included in the prices bid for the various items of work except as may be otherwise provided for in the bid form.

No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set at least eight (8) hours. Water shall not be allowed to rise unequally against walls for a period of twenty (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above. Dewatering shall be accomplished by trash pumps or some other method which will insure a dry hole and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

When the actual elevation or position of any existing pipe, conduit, or other underground appurtenances cannot be determined without excavation, the Contractor shall excavate and expose the existing improvements at the location shown on the plans and any other locations deemed necessary by the Engineer. Such excavation shall be considered as part of the excavation necessary for the work. The Engineer shall be given the opportunity to inspect the existing improvement

when it is exposed. Any adjustments in line or grade which may be necessary to accomplish the intent of the plans shall be approved by the Engineer.

The Contractor shall make arrangements for a disposal site, but in no instance shall any material be wasted or dumped in any area until permission of the owner of the property has been secured in writing, and a copy of the permit has been furnished to the Engineer. The cost of disposal of excess or waste material shall be borne by the Contractor.

306-1.1.2 Maximum Length of Open Trench

The maximum length of open trench operations shall be limited to 100 feet or less as directed by the Engineer. In no case shall such open trench length be of such extent that it causes access interference to adjacent owners/residents. Access may not be impacted to more than one (1) driveway at any time.

306-1.1.3 Maximum and Minimum Trench Width

The width of trench for PVC water construction shall be pursuant to City Standard Plan 102-1 (Modified).

Banks of open trenches shall be kept as nearly vertical as possible and, necessary in order to maintain the banks vertical, the trench shall be properly sheeted and braced. In the event sheeting is required, the width of the trench may be increased a maximum of twelve (12") inches to accommodate the sheeting. Bell holes, if applicable, shall be excavated to ensure pipe barrel resting for its entire length upon the bottom of the trench on undisturbed soil, thoroughly compacted backfill, or crushed rock/gravel bedding.

Potential trench sloughing shall be determined by the Contractor and appropriate measures shall be used to limit the sloughing into the trench excavation. All surface facilities shall be removed to neat sawcut line.

Contractor shall use caution to protect adjacent utilities from damage of sloughing into the trench during excavation. Contractor shall be responsible for all repairs to any utility damaged as a result of his construction operation.

306-1.1.5.1.1 Removal and Replacement of Surface Improvements

Pavement, driveways, curbs & gutter, sidewalks, block walls, in connection with construction shall be removed in accordance with Subsection 300-1.3 and reconstruction in kind, in accordance with Section 302 or Subsection 303-5.

Existing structural sections to be removed as shown on the plans are approximate. The Contractor shall replace the pavement structural section per the typical trench section shown on the plans.

All surface facilities shall be removed to neat sawcut line. All facilities shall be reconstructed in accordance with the SPPWC and City of Brea Standards and Specifications. Contractor shall remove and reconstruct interfering portions of existing block walls, as required to construct the new water main. Block walls shall be reconstructed to match existing in kind, as directed by the Engineer.

Payment for removal and replacement of surface improvements as described above shall be included in the bid price for furnishing and installation of the various items of work involved.

306-1.1.6 Bracing Excavations

Trench safety and steel trench box shoring of excavations shall comply with the requirements of the General Specifications. The Contractor shall be required to supply a copy of any permit required by the Division of Industrial Safety at the time of the pre-construction meeting.

Excavation of any trench more than five (5) feet in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of steel trench box shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and the shoring plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

The cost of furnishing and installing the steel trench box, bracing or other provisions required for worker protection, for the protection of any items shown on the plans to be protected in place, or for the protection of any new or existing improvements, shall be included in the contract bid price all relative bid items for which the shoring is required, and no additional payment will be allowed. All material used for protection shall be removed from the project unless it has been approved to remain in place by the Engineer.

306.1.2.1 Bedding

The installation Blanket Protection for Pipes, at locations shown on the plans, shall conform to the requirements of SPPWC Standard Plan No. 225-2 and all applicable Sections of the Standard Specifications, as directed by the Engineer.

Placing backfill uniformly on all sides shall mean limiting the differential fill level to two feet or less. Backfill material shall be crushed aggregate base (CAB), sand (SE30 Min), 1-Sack Slurry or 1-1/2-Sack Slurry material conforming to Section 200 of the Standard Specifications, per City of Brea Standard Plan No. 219-0 and 102-1 (Modified), and as directed by the Engineer. No crushed miscellaneous base shall be used.

If any trench, through the neglect of the Contractor, is excavated below the grade required by the plans and these special provisions, it shall be refilled to grade with additional bedding. The excess excavation and the additional bedding shall be at the Contractor's sole expense.

Should over-excavation of soft, spongy, or unstable trench bottom material be the result of the Contractor's failure to remove ground water in a timely and continuous manner or failure to divert surface water flow away from the excavation site, the Contractor shall be required to over-excavate and re-establish the trench bottom line and grade at his own cost per these Special Provisions.

Full compensation for conforming to the requirements of Bedding and Backfill for PVC and DIP water pipe, fittings and appurtenances, and other structures shall be considered as included in the

contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

306-1.3.1 Backfill and Densification: General

All backfill shall be placed as specified in Subsection 306-1.3.2 or 306-1.3.3 and shall be in accordance with the following:

The remaining portion of the trench from the top of the bedding material to the subgrade shall be backfilled, compacted, and/or consolidated by approved methods to obtain relative density of ninety percent (90%). For full depth replacement of pavement structural section the upper 12" of subgrade shall be compacted to obtain ninety-five (95%) relative compaction.

Backfill material shall have a minimum sand equivalent of 30 when tested in accordance with ASTM D-2419. Project excavation may be used as backfill only when it meets the requirements of Trench Backfill Material within these Special Provisions.

In backfilling under streets, there shall be no flooding of the trench within the upper forty-eight inches (48"). Flooding below this point shall be accomplished in strict conformance with the soils investigation on file.

The Contractor shall be responsible for protecting the adjacent water and sewer mains in place. This includes protecting in place or replacing the bedding of these utilities to maintain adequate support.

Compaction testing within the trench area shall be performed by the AGENCY, however the means and methods to achieve the placement and compaction requirements for the backfill material is the responsibility of the Contractor per these Special Provisions and Standard Specifications. The Contractor shall provide the AGENCY its means and methods to achieve the backfill requirements and provide backfill material from the approved backfill submittal supplier to the AGENCY for testing prior to commencement of work.

306-1.4 Testing Pipelines

306-1.4.1 General

Contractor shall perform the pressure and Bac-t testing of the new water pipe pursuant to the City requirements as provided in Appendix A and provide a testing plan to the Engineer for approval prior to commencing work. Contractor to coordinate the pressure testing and Bac-T testing with the Engineer. The Contractor shall provide the testing laboratory name and certification and contact information as part of the required submittals. All Bac-t tests shall be signed and certified by the approved laboratory and reports shall be submitted to the Engineer for approval prior to acceptance of the main line and tie-in to existing City water system.

306-1.5 Trench Resurfacing

306-1.5.1 Temporary Resurfacing

Temporary patching or steel plating of the trench is required immediately after backfilling in the

paved or surfaced portions of the street. The Contractor shall be responsible for maintaining said temporary patching and plating at all times, until permanent resurfacing has been completed by the Contractor. Steel plating shall include temporary asphalt concrete pavement transitions, as required by the Engineer.

The cost of furnishing, placing, maintaining, removing and disposing of temporary resurfacing materials shall be included in the contract unit price bid for the various items of work involved and no additional compensation will be allowed.

306-1.5.2 Permanent Resurfacing

The Contractor shall replace the street section, pavement, and aggregate base in accordance with the plans and specifications and to the satisfaction of the Engineer in all areas where the pipeline is constructed within the paved or surfaced portion of the street.

Where the pipeline is installed within the paved or surfaced portions of the street, the street section, pavement, aggregate, and striping shall be replaced by the Contractor with the plans and specifications.

306-1.6 Basis of Payment for Open Trench Installations

Payment for open trench operations shall be included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

Payment for temporary trench resurfacing and/or plating shall be included in the contract lump sum price bid for Bid for Traffic & Pedestrian Control and Construction Phasing, and no additional compensation will be allowed therefore.

Relative compaction requirements shall be in accordance with Section 306, "Underground Conduit Construction" of the SSPWC. Areas not passing compaction shall be re-compacted and retested by the City at the Contractor's sole expense, until the required compaction is met. Backfilling over a lift that failed compaction is not permitted.

306-3 TRENCH EXCAVATION

306-3.2 Removal of Surface Improvements

[add the following:]

All pavement shall be sawcut or cold milled with clean, straight, vertical edges for the trench work as required. If the Engineer determines that the cold milling equipment used to complete the primary trench cut is not conforming to the clean, straight, and vertical edge requirements, the Contractor will be required to use Pavement Saw Cutting equipment to complete the primary sawcut at no additional cost to the AGENCY. Cold Milling of the secondary sawcut line shall not be allowed. The Contractor shall protect all AC pavement and adjacent concrete surfaces outside the trench area to avoid damaging the existing AC pavement and concrete. All damage to existing AC pavement and concrete surfaces that are determined by the Engineer to be the result of the Contractor's operation, and not considered a pre-project condition, shall be repaired pursuant to the Specifications by the Contractor at no cost to the AGENCY.

306-3.3 Removal and Abandonment of Existing Conduits and Structures

[add the following:]

If groundwater is encountered, the Contractor shall dispose of it by any method acceptable to the Engineer and in conformance with NPDES requirements. The trench shall be dewatered to a minimum depth of 12 inches below trench bottom. The cost of any dewatering shall be included in the cost of pipe construction and no additional compensation will be allowed therefore.

The existing water lines to be abandoned as shown on the Plans are to be abandoned in place and phased out of service as the connections to the new water main are phased into service, including but not limited to, the connection of existing service laterals and fire hydrants, and connections to existing water lines that are to remain in service. The Contractor, prior to beginning work on the new water line connections, is to provide the Engineer with an accurate and detailed construction schedule depicting the phasing out of existing water lines with the construction of the new water line connections, including the transfer of service laterals and fire hydrants such that on any given day, the AGENCY is assured that disruption to existing service laterals and fire hydrants (existing or new) is minimized at all times. The Contractor will be required to provide evidence to the AGENCY prior to leaving the job site at the end of each work day that all service laterals and fire hydrants within the project area are fully operational, and that in the case of an emergency, a Contractor's representative can be reached at all times.

Trenches may not be open more than 48 hours. Steel plates covering trenches must be recessed and anti-slip.

The Contractor shall notify residents 48 hours in advance of interruption of water service.

306-4 SHORING AND BRACING

[add the following:].

The Contractor will be required to show proof to the CITY that necessary permit(s) and notification(s) have been made to the proper authorities regarding trench excavation five (5) feet or deeper prior to start of any work. Shoring is also required in proximity of existing water mains as required to prevent side blow-outs and as required to maintain existing service during construction of the new water mains. The Contractor will NOT be allowed to begin work until this has taken place. The Contractor will not be allowed any additional work days for delays associated with receiving the required permit(s) or submitting the required notification(s).

Payment for shoring and bracing excavations is considered included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed therefore.

306-6 BEDDING

306-6.1 General

[add the following:].

Trench bedding for underground piping shall be placed in accordance with the details shown on the Plans and the Standard Specifications.

Bedding for the new water main shall be sand that complies these Special Provisions and extended a minimum of one-foot above the top of pipe per City Standard Plan 102-1 (Modified). The pipe bed shall be graded to provide a firm support along the pipe barrel.

If the Engineer determines that the Contractor is not able obtain the required compaction in areas under curb and gutter, cross gutter, curb or structures, Trench Backfill Slurry meeting the specifications as called for in Table 201-1.1.2(A) of the Standard Specifications will be required.

The Contractor shall contact Rudy Correa, City of Brea Water Supervisor, at (714) 990-7691, to schedule the shut-down of any water valves prior to cutting of any existing water main line or lateral. Forty-eight (48) hour prior notice is required by the City for all scheduled shut downs.

The Contractor shall not operate any active valve without approval of the City Water Department.

Payment for bedding is considered included in the contract unit price bid for various applicable items of work involved and no additional compensation will be allowed therefore.

306-8 PREFABRICATED PRESSURE PIPE

306-8.1 General

[add the following:].

The Contractor shall join the existing water mains at the locations shown on the Plans. Prior to being placed in service, all connections shall be tested, chlorinated, and disinfected in accordance with the American Water Works Association (AWWA). The Contractor is to remove a sufficient length of any existing water main to be abandoned to facilitate the connection to the existing water main. The connection to the existing water mains will occur with the appropriate couplings, with restraint glands and/or reducer, including thrust blocks. Open ends of existing water mains to be abandoned shall be plugged with concrete.

306-8.5 PVC Pressure Pipe

306-8.5.2 Installation

[add the following:].

Utility Under-crossings

It is the Contractor's responsibility to pothole and determine the final depth required to obtain the minimum clearance from existing utilities. The minimum clearance between utilities and the proposed waterline is 12-inches, unless otherwise directed by the Engineer.

The Contractor shall allow for the necessary depth of excavation at each crossing for adequate clearance and construction at no additional price. No additional compensation will be allowed therefore.

Resilient Wedge Gate Valve:

Gate valves shall be installed per City of Brea Std. Plan No. 302-0, 309-0 and all other applicable standards and specifications.

Fire Hydrant Assembly:

Installations: Installation of all fire hydrant assemblies shall be per the City of Brea Std. Plan No. 306-0 and Details shown on the plans. The fire hydrant assembly shall include all items noted on the plans including the 6" Gate valve, Tee Connection, PCC pad/collar, bury and necessary fittings and thrust blocks required to install the fire hydrant at the noted locations. This work item shall also include the coordination with the City to determine the final location of the fire hydrant. The contractor shall be required to protect in place all existing private landscaping and improvements.

The Contractor shall make all removals of existing improvements required for installation of new fire hydrant assemblies and blow-off hydrants, as well as removal of existing hydrant assemblies. These removals include, but are not limited to, concrete sidewalk, concrete pad/collar, asphalt, brick or special concrete parkway paving, concrete block walls, shrubs, lawn, and ground cover. Upon completion of installation of new fire hydrants and blow-off hydrants, any existing landscaping shall be repaired or replaced to condition greater than or equal to that which existed prior to the work. A 36" x 36" x 8" thick square concrete collar shall be constructed around the fire hydrant per AWWA. Any existing concrete or hardscape improvements that are removed or destroyed in conjunction with the work shall be repaired and/or replaced in kind.

Replacement of PCC concrete and all parkway improvements due to the installation of the fire hydrant assembly shall be included in the contract unit prices bid per Each (EA) for FIRE HYDRANT bid items, and no additional compensation will be allowed therefore.

Removals: All removed fire hydrants and fire hydrant water valve covers shall be salvaged and returned to the City yard.

The existing fire hydrant valves to be abandoned shall be abandoned according to the following directions. Contractor shall close all adjoining valves to shut off water at that location a minimum of three (3) times to ensure a positive shutdown of the water main. The Contractor shall then shut down the valve, salvage the valve frame, salvage the cover and remove the valve extension piping. If a new valve will not replace the existing valve in the same location, the Contractor shall fill the resulting void with sand/Aggregate Base compacted to 95% Relative Compaction and place temporary AC pavement over the filled void. The Contractor is to deliver the valve frame and cover to the City Service Yard located at 545 N. Berry Street.

Blow-Off Hydrant:

Installation of Blow-Off Hydrant shall be per City of Brea Std. Plan 307-1 (Modified). The blow-off hydrant shall be installed within a 2" Meter Box within the parkway per City of Brea Std. Plan 305-0. Also, the 2" corporation stop shall be replaced with a 2" gate valve and shall be installed within the paved roadway with a traffic rated valve box per City of Brea Std. Plan No. 309-0. Contractor shall be required to coordinate with City to determine the ultimate location of the valve box and blow-off hydrant.

2" Air Release Assembly:

Installation of 2" Air Release Assembly shall be per City Standard Plan No. 308-1 (Modified), and as directed by the Engineer. Contractor shall be required to coordinate with City in the field to determine the ultimate final location of the Air Release Assembly.

Pressure Reducing Valve Station:

Installation of Pressure Reducing Valve Station shall be City Standard Plan No. 311-1 (Modified) as shown on the plans, and as directed by the Engineer. Contractor to coordinate with Engineer and valve manufacture to make the necessary pressure adjustments.

PVC Pressure Class 305 DR-14 (AWWA C900) Pipe:

General Installation: PVC pipe shall be installed in accordance with the requirements of Section 306-8 of the Standard Specifications and these Special Provisions.

Restrictions: When pipe is to be installed in new streets or when street improvements require placement and/or replacement of curbs, piping shall not be installed until new curbs are in place, unless special approval by the Engineer is obtained. If any curbing is damaged during piping installations, the damaged portions shall be repaired or replaced to the satisfaction of the Engineer.

Closure Sections: Where closure sections are required, the sections shall be installed in accordance with the applicable portions of these specifications. Closures shall be made using gasketed-PVC closure collars.

Cover: The pipe sections shall be laid in the trench to true alignment and grade in accordance with the drawings. Where the grade is not shown, pipe shall have a cover of 42-inches in paved areas on local streets and 48-inches in unpaved areas and on arterial streets. The pipe grade shall be approved by the Engineer.

Curved Alignment: The pipe shall not be laid along curves at a radius less than that listed below. The minimum-radius curves are determined by the limit of 2-degree deflection for PVC pipe joints with factory-assembled bell couplings:

Length of Pipe Section Minimum Curve Radius

20 feet 573 feet

10 feet 287 feet

For integral bell PVC pipe, the minimum radius curves obtained by deflecting joints shall not exceed the manufacturer's recommendation (which may be less than 2 degrees). Pipe may not be offset to a degree such that the spigot end of the pipe deflects (touches) against the end of the pipe bell. Pipe sections shall not be bent to achieve a curve.

Pipe Cutting: When pipe is cut and is to be joined to a ductile-iron fitting or another piece of pipe, the end shall be beveled in the field or shop to create a beveled end equal in workmanship to the machined ends of the pipe as furnished by the manufacturer. Such machining shall not result in undercutting the wall thickness and must be approved by the Engineer before installation.

Joints: Connecting parts of pipe, rings, couplings, and castings shall be cleaned before assembly.

After bearing has been obtained, couplings shall be assembled in a workmanlike manner. The use of excessive lubricant will not be permitted, and the assembly of the couplings and rings shall be in accordance with the manufacturer's recommendations. Lubricant and rubber rings shall be supplied by the pipe manufacturer.

Warning and locator tape shall be installed on all potable water pipelines in accordance with these Specifications.

Facilities Identification:

Installation of Pipe Warning Tape, and Tracer Wire: Warning tape shall be installed directly on the top of the pipe longitudinally and shall be centered. The warning tape shall be installed continuously for the entire length of the pipe and shall be fastened to each pipe length by plastic adhesive tape banded around the pipe and warning tape at no more than 2-foot intervals. Taping attached to the sections of pipe before laying in the trench shall have 5-foot minimum overlap for continuous coverage. All risers between the main line and control valves shall be installed with warning tape.

Tracer Wire: Tracer wire shall be installed on top of the pipe and over the warning tape. Wire shall be continuous strand. Crimpable copper butt splice kits are permitted in valve cans only. For main line valve cans, wire shall be routed up the outside of the valve riser, into the valve can at the top, 12-inch looped, and back down the outside of the valve riser.

306-12 BACKFILL

306-12.1 General

[Add the following:].

The Contractor shall perform the trench densification (compaction) immediately following the backfill of the trench and just prior to placement of the temporary AC Pavement cap. Payment for the placement and removal of this temporary AC Pavement cap is considered included in the various items of work and no additional compensation will be allowed therefore.

306-12.3 Mechanically Compacted Trench Backfill

306-12.3.1 General

[Add the following:].

The Contractor accepts full liability for structural integrity of the new water line during mechanically compacted backfill operations. No additional compensation will be allowed for any repair, time delays or other actions caused by the use of mechanical compaction devices used by the Contractor.

306-12.3.2 Compaction Requirements

[Amend to state:].

c) **95** percent relative compaction within the trench zone.

306-12.4 Jetted Trench Backfill

306-12.4.1 General

[replace section with the following:].

Water densified backfill will not be permitted

306-13 TRENCH RESURFACING

306-13.1 Temporary Resurfacing

[add the following:].

Temporary resurfacing shall be placed as soon as the condition of the backfill is suitable to receive it and it shall remain in place until the permanent resurfacing is constructed. The grade of the backfill on which the temporary resurfacing is to be placed shall be such as to provide the full thickness of temporary resurfacing. The temporary resurfacing shall be placed, rolled, and maintained by the Contractor.

Unless permanent pavement is placed immediately, temporary bituminous resurfacing, a minimum of 2-inches thick shall be placed and maintained. Wherever excavation for pipe trench or other water improvements are made through pavement, or cross-gutters. At high traffic volume locations, a greater thickness may be ordered.

306-13.2 Permanent Resurfacing

[add the following:].

Permanent trench resurfacing for all streets within the project limits shall conform to City Standard Plan 102-1 (Modified).

Permanent trench resurfacing within parkway areas shall be restored to match existing PCC and miscellaneous hardscape improvements, landscape planting and/or sod, block wall reconstruction and restoration of irrigation improvements, as directed by the Engineer.

SECTION 310

PAINTING

[Delete Section in total and substitute with the following:]

310-1 TRAFFIC SIGNING, STRIPING AND MARKINGS

Pavement traffic signing, striping and markings including raised lane line and fire hydrant reflective markers (RPM's) shall be provided and installed at the locations and per the Standard Drawings indicated on the plans, as directed by the Engineer and in accordance with the following Special Provisions.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

Pavement marking and striping shall conform to the provisions of Section 84, "Traffic Stripes and Pavement Markings," of the Caltrans Specifications and these Special Provisions.

Paint and glass beads shall be furnished and applied by the Contractor.

Two (2) coats of paint shall be applied to painted striping lane and control lines with a minimum seven (7) days between coats. Reflective material consisting of glass beads shall be applied to the surface of each coat of paint prior to setting so that the beads shall have proper adhesion.

Glass beads shall conform to State Specifications 8010-IIE-22 Type II and shall be mechanically applied at a rate of six (6) to eight (8) pounds of beads per gallon of paint. Glass beads shall be applied to pavement striping by a dispensing device developed for this purpose or other methods approved by the Engineer.

Where sandblasting is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of the traveled way, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations.

Contractor will not be required to use a vacuum attachment under the following conditions:

1. When approved by Agency
2. When the blasting sand will be confined by mechanical means to a small area.
3. When a sweeper (preferably a vacuum type) will immediately follow the blasting operation or when traffic can be safely routed around the sand until swept up.

Spotting shall be completed prior to the removal of any temporary striping of traffic control devices. Existing temporary stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without proper striping for more than 24 hours or over weekends or holidays.

All legends, including limit lines, **shall be striped within 72 hours** after the street (if applicable) has received the final surface course.

Contractor shall be responsible to place and maintain temporary traffic control(s) during the period that the lane lines are obliterated.

Striping shall be supplemented with raised pavement markers as required by the Standard Drawings, referenced on the plans. In addition, blue raised pavement markings shall be installed adjacent to fire hydrants and fire department connection in conformance with City of Brea Standard Drawing 306-0.

- One marker for every fire hydrant
- Two markers for hydrants located at corners

Raised pavement markers shall conform to provisions in Section 85, "Pavement Markers" of Caltrans Specifications, State of California Traffic Manual and these Special Provisions.

Hot melt bitumen adhesive shall be used to cement the markers to the pavement.

Grinding shall not be permitted.

All existing raised pavement markers shall be removed by the Contractor prior to cold milling of the existing pavement or construction of the slurry seal.

All pavement striping and markings shall conform to the standards of applicable portions of the current State of California, Department of Transportation **Manual on Uniform Traffic Control Devices (MUTCD)**, and **Standard Plans A20A-C and A24A-D**.

Temporary Striping, Signing, Raised Pavement Markers:

The Contractor shall be responsible for the placement of all required temporary signing, striping, and markings and the removal of existing stripes and markings in the installation of required temporary striping.

Traffic striping and markings shall be removed before any change is made in the traffic pattern. Removal shall be coordinated with the installation of new pavement markings to provide continuous, non-conflicting guidance to public traffic.

Should temporary striping be required on the finished asphalt surface, the method and configuration must be approved by the Engineer for approval prior to placement.

At no time shall the street be open to traffic without delineation to separate opposing traffic. Temporary delineation type shall be at the inspector's discretion.

In general, temporary reflectorized markers are the preferred type of temporary delineation.

SECTION 313
DETECTABLE WARNING SURFACES
[is hereby added to Part 3:].

Detectable Warning Surfaces Construction (Cast-In-Place)

- A. During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 – 7 to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float, therefore under these conditions suitable weights such as 2 concrete blocks or sandbags (25 lb.) shall be placed on each tile.
- C. Prior to placement of the Cast-In-Place System, the contract drawings shall be reviewed with the engineer.
- D. The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb. weights, vibrator and small sledge hammer with 2" X 6" x 20" wood tamping plate are specific to the installation of the Cast-In-Place System.
- E. The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to tile placement. Immediately after finishing the concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast-In-Place Tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface.
- F. While concrete is workable a steel trowel shall be used to trowel the concrete around the tile perimeter to the field level of the tile.
- G. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external force placed on the tile to rock the tile, causing a void between the underside of the tile and concrete.
- H. Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets, 2 suitable weights of 25 lb. each shall be placed on each tile as necessary to ensure solid contact of tile underside of concrete.
- I. Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush will clean the residue without damage to the tile surface.

**Installation Manual Armor-Tile Surface Applied Advanced Warning Strip Surface Tile
(Applied on Existing Curb Ramp)**

- A. During all surface preparation and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The application of all tile, adhesives, mechanical fasteners, and caulking shall be in strict accordance with the guidelines set by their respective manufacturers.

- C. Work with the Contractor or Engineer to ensure that the surfaces being prepared and fabricated to receive the tiles are constructed correctly and adequately for tile installation. Review design drawings with the Contractor prior to the construction and refer any and all discrepancies to the Engineer.
- D. Set the tile true and square to the curb ramp area as detailed in the design drawings, so that its location can be marked on the concrete surface. A thin permanent marker works well. Remove tile when done marking its location.
- E. The surface to receive the detectable warning surface tile is to be mechanically cleaned with a diamond cup grinder or shot blaster to remove any dirt or foreign material. This cleaning and roughening of the concrete surface should include at least 4 inches around the perimeter of the area to receive the tile, and also along the cross pattern established by the corresponding areas on the backside of the tile.
- F. Immediately prior to installing the detectable warning surface tile, the concrete surfaces must be inspected to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oil, grease, sealers and determined to be structurally sound and cured for a minimum of 30 days.
- G. Using Acetone, wipe the backside of the tile around the perimeter and along the internal cross pattern, to remove any dirt or dust particles from the area to receive the adhesive.
- H. Apply the adhesive on the backside of the tile, following the perimeter and internal cross pattern established by the tile manufacturer. Sufficient adhesive must be placed on the prescribed areas to have full coverage across the 2" width of the adhesive locator. A 3 x 4 foot tile will typically require an entire tube of adhesive.
- I. Set the tile true and square to the curb ramp area as detailed in the design drawings.
- J. Standing with both feet applying pressure around the molded recess provided in the tile, drill a hole true and straight to a depth of 3½" using the recommended ¼" diameter bit. Drill through the tile without hammer option until the tile has been successfully penetrated, and then with hammer option to drill into the concrete.
- K. Immediately after drilling each hole, and while still applying foot pressure, vacuum, brush or blow away dust and set the mechanical fastener as described below, before moving on to the next hole.
- L. Mechanically fasten tiles to the concrete substrate using a hammer to set the fasteners. Ensure the fastener has been placed to full depth in the dome, straight, and flush to the top of dome. Drive the pin of the fastener with the hammer, taking care to avoid any inadvertent blows to the truncated dome or tile surface. A plastic deadblow or leather hammer is recommended.
- M. Working in a sequence which will prevent buckles in the tile, proceed to drill and install all fasteners in the tile's molded recesses.
- N. Following the installation of the tiles, the perimeter caulking sealant should be applied. Follow the perimeter caulking sealant manufacturer's recommendations when applying. Tape all perimeter edges of the tile and also tape the adjacent concrete back 1/2" from the tile's perimeter edge. Tool the perimeter caulking with a plastic applicator or spatula to create a straight edge in a cove profile between the tile and adjacent concrete. Remove tape immediately after tooling perimeter caulking sealant.
- O. Do not allow foot traffic on installed tiles until the perimeter caulking sealant has cured sufficiently to avoid tracking.

If installing adjacent tiles, note the orientation of each tile. Careful attention will reveal that one of the long edges of the tile is different than the other, in regard to the tiny dotted texture. You may also note a larger perimeter margin before the tiny dotted texture pattern begins. Consistent orientation of each Armor-Tile is required in order that the truncated domes on adjacent tiles line up with each other.

In order to maintain proper spacing between truncated domes on adjacent tiles, the tapered edge should be trimmed off using a continuous rim diamond blade in a circular saw or mini-grinder. The use of a straightedge to guide the cut is advisable. All cuts should be made prior to installation of the tiles.

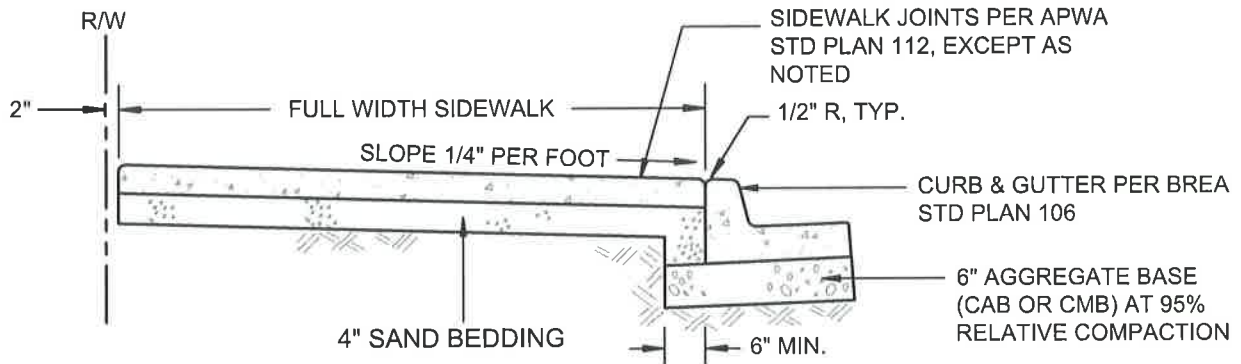
If installing adjacent tiles, care should be taken to leave a 1/8-inch gap between each.

If tiles are custom cut to size, and if pre-molded recesses (to receive fasteners) are removed by the cut, then any truncated dome can be center-drilled with a 1/4-inch through hole, and countersunk with a suitable bit, to receive mechanical fasteners. New holes should be created no closer to the edge of the tile than any of the other perimeter fastener pre-molded recesses. Care should be taken to not countersink too deeply. Fasteners should be flush with the top of the truncated dome when countersunk properly.

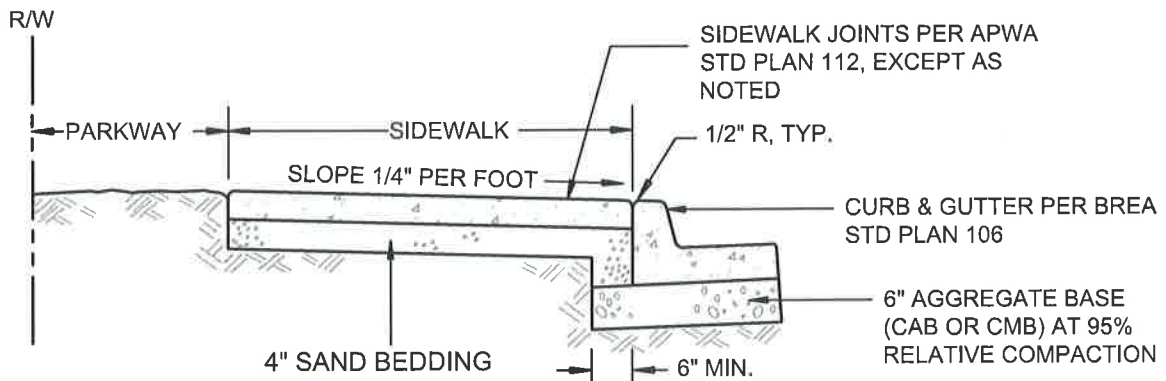
Adhesive or caulking on the surface of the Armor-Tile can be removed with Acetone.

APPENDIX A

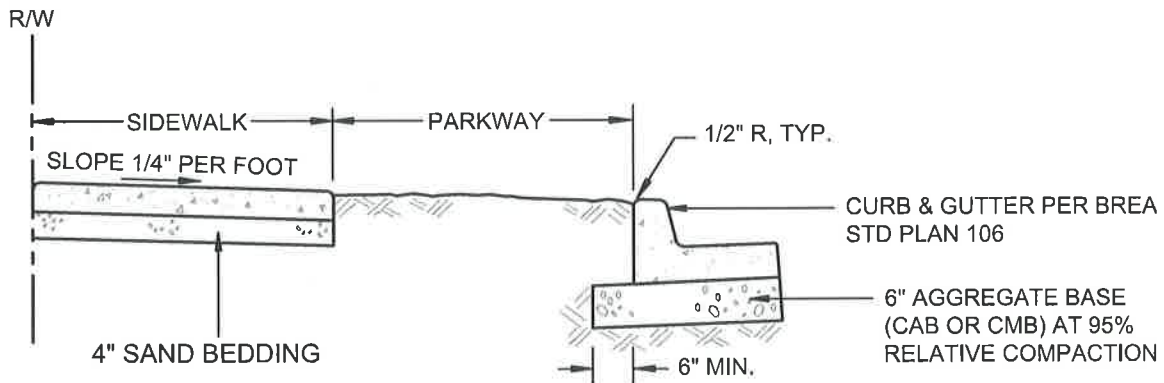
STANDARD PLANS



SECTION-1



SECTION-2



SECTION-3

TYPICAL SECTIONS

NOTES: SEE SHEET-2



APPROVED:

CITY ENGINEER

SIDEWALK

DATE: 10-15-2013

STD. PLAN NUMBER

103-0

SHEET 1 OF 2

NOTES:

1. WIDTH OF SIDEWALK SHALL BE AS SHOWN ON PLANS OR DIRECTED BY CITY ENGINEER. CONSTRUCT FULL WIDTH SIDEWALK IN COMMERCIAL ZONES, OR WHERE LOTS BACK TO THE STREET.
2. SIDEWALK THICKNESS = 4"
3. 1/4" EXPANSION JOINTS SHALL BE PLACED AT 60' INTERVALS AND AT ENDS OF ALL CURB RETURNS, WEAKENED PLANE JOINTS SHALL BE PLACED AT 20' INTERVALS, OR AS DIRECTED BY CITY ENGINEER.
4. EXPANSION JOINTS, WEAKENED PLANE JOINTS AND SCORING LINES FOR SIDEWALKS SHALL BE PLACED TO COINCIDE WITH JOINTS AND MARKINGS OF THE CURB.
5. CONCRETE SHALL BE PER CITY OF BREA STD PLAN 101.
6. MAKE TRANSVERSE JOINTS AND SCORING RADIAL ON CURVED STREETS.
7. TRANSVERSE "LIGHT BROOM" FINISH FOR LONGITUDINAL GRADES UNDER 10%. TRANSVERSE "HEAVY BROOM" FINISH FOR LONGITUDINAL GRADES OVER 10%.
8. SEE BREA STD PLAN 101 GENERAL NOTES, NOTE NO.4, FOR MONUMENTATION.



SIDEWALK

APPROVED:

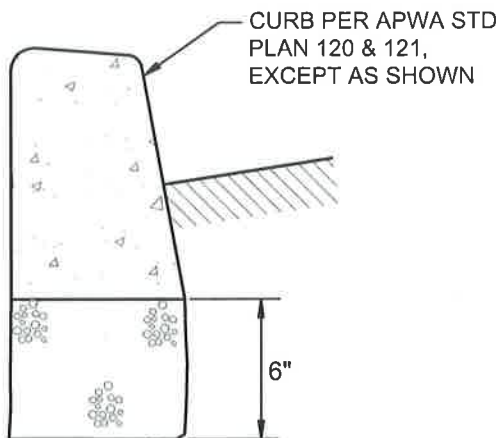
R. R. R.
CITY ENGINEER

DATE: 10-15-2013

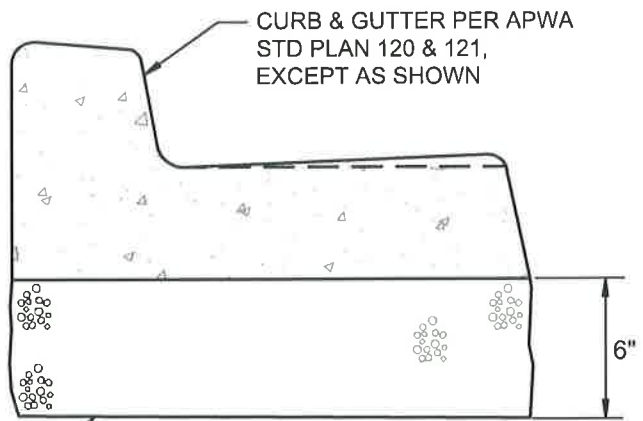
STD. PLAN NUMBER

103-0

SHEET 2 OF 2



TYPE A1 OR B1



TYPE A2 OR B2

NOTES:

1. UNLESS OTHERWISE SPECIFIED ON PLANS AND SPECIFICATIONS, CONCRETE SHALL BE PER BREA STD PLAN 101.
2. MEDIAN CURBS SHALL NOT BE SLOPED AWAY FROM MEDIAN WITHOUT PRIOR APPROVAL BY THE CITY ENGINEER.
3. ADDITIONAL NOTES SHALL BE PER APWA STD PLAN 120 & 121.



CONCRETE CURB AND GUTTER

APPROVED:

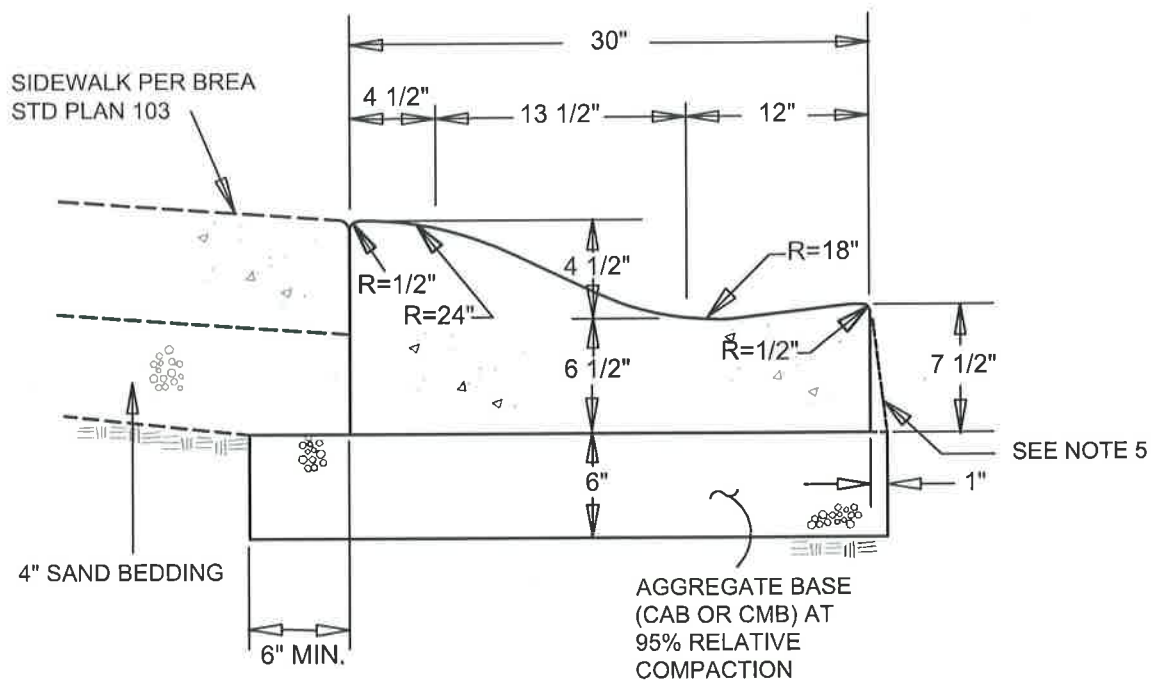
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

106-0

SHEET 1 OF 2



ROLLED CURB AND GUTTER

NOTES:

1. USE OF ROLLED CURB MAY BE RESTRICTED BY SURFACE DRAINAGE CONSIDERATIONS.
2. SIDEWALK CONSTRUCTED CONTIGUOUS TO ROLLED CURB SHALL BE 6 INCHES THICK MINIMUM.
3. WHERE LONGITUDINAL SLOPE IS LESS THAN 0.40 % THE FLOW LINE SHALL BE WATER TESTED.
4. CONSTRUCT 1/2" EXPANSION JOINT AT ALL COLD JOINTS, AT BEGINNING AND END OF CURB RETURNS, AND AT 300 FT. MAX. INTERVALS FOR EXTRUDED CURB AND 30 FT. MAX. INTERVALS FOR FORMED CURB. WEAKENED PLANE JOINTS SHALL BE FORMED AT THE REMAINING 20-FOOT INTERVALS.
5. ONE INCH BATTER AT CURB FACE IS OPTIONAL.
6. ROLLED CURBS ARE PROHIBITED IN AREAS WHERE FLOW LINE GRADIENT IS LESS THAN 0.80 % UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
7. ALL UTILITY BOXES AND COVERS ADJACENT TO ROLLED CURB SHALL BE HS-20 RATED "TRAFFIC BEARING" TYPE.



CONCRETE CURB AND GUTTER

APPROVED:

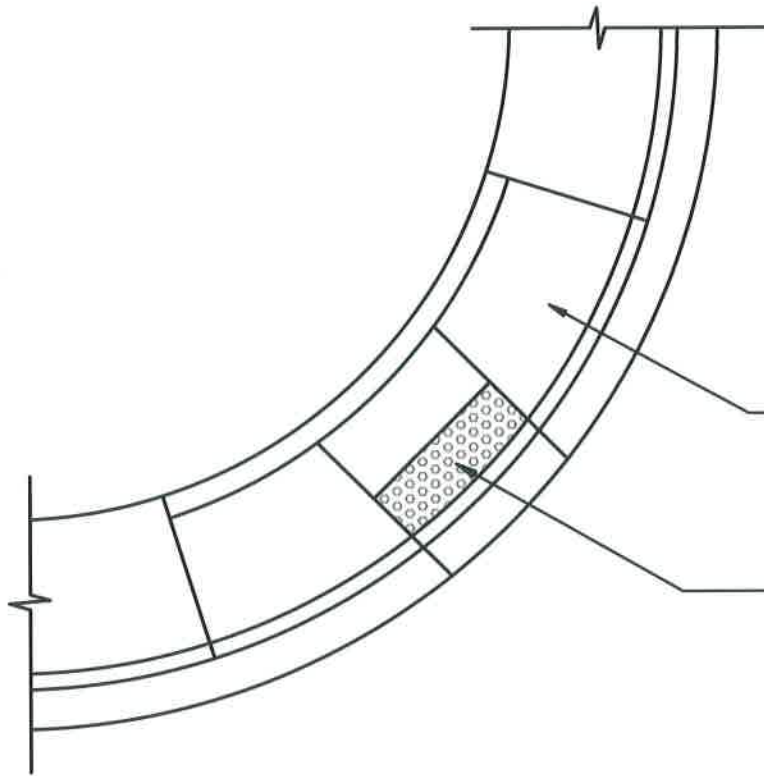
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

106-0

SHEET 2 OF 2



CURB RAMP PER CALTRANS
STD PLAN A88A EXCEPT AS
SHOWN. CASE PER CITY
ENGINEER.

DETECTABLE WARNING SURFACE
PER CALTRANS STD PLAN A88A, AS
MANUFACTURED BY ARMOR-TILE,
COLOR SHALL BE "BLACK"

PLAN VIEW



CITY OF BREA

CURB RAMP

APPROVED:

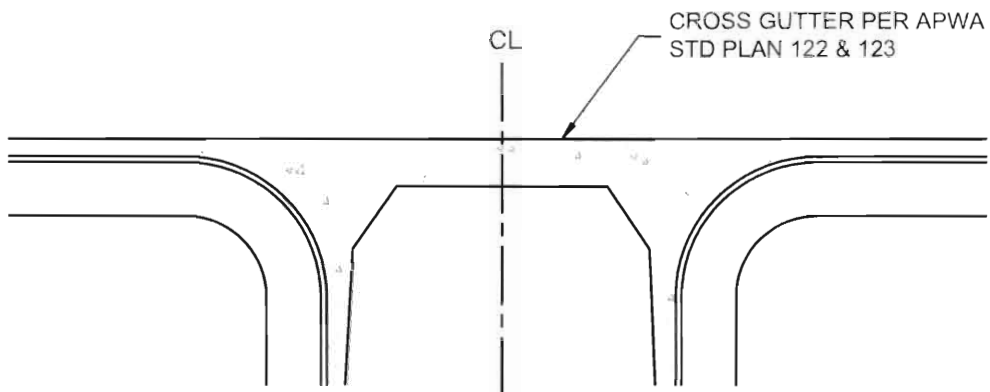
Redding
CITY ENGINEER

DATE: 10-15-2013

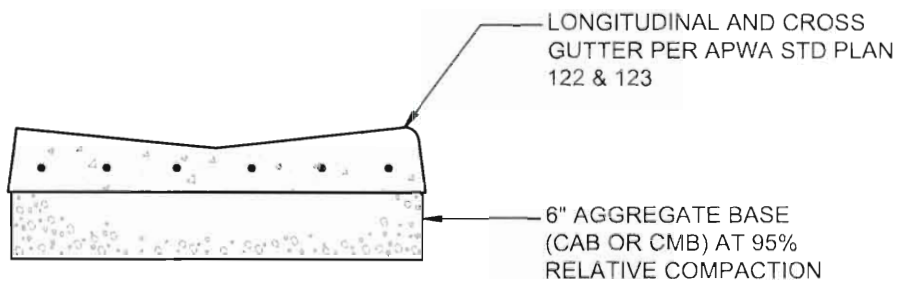
STD. PLAN NUMBER

107-0

SHEET 1 OF 1



PLAN VIEW



TYPICAL SECTION



CROSS AND LONGITUDINAL GUTTERS

APPROVED:

[Signature]
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

114-0

SHEET 1 OF 1

GENERAL NOTES FOR WATER SYSTEMS

I. GENERAL:

1. ALL WATER SYSTEM IMPROVEMENTS SHALL BE IN ACCORDANCE WITH APPROVED PLANS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) INCLUDING SUPPLEMENTS THERETO, AMERICAN WATER WORKS ASSOCIATION STANDARDS , THESE STANDARD DRAWINGS, THE CONDITIONS OF PERMITS OR LICENSES REQUIRED AND TO THE SATISFACTION OF THE CITY ENGINEER. THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTOR AT LEAST 24 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
2. THE CONTRACTOR SHALL PROVIDE MATERIAL AS SPECIFIED ON PLANS AND/ OR CALLED FOR IN THE PROJECT SPECIFICATIONS, BY MANUFACTURER AND MODEL, OR OFFER AN EQUIVALENT MATERIAL. THE CITY ENGINEER SHALL DETERMINE WHETHER THE EQUIVALENT IS SATISFACTORY BASED ON FUNCTION, DURABILITY AND UNIFORMITY WITHIN THE CITY. THE CITY ENGINEER SHALL BE PROVIDED WITH INFORMATION REGARDING THE ALTERNATIVE MATERIAL AT LEAST 5 WORKING DAYS PRIOR TO USE.
3. THE CONTRACTOR SHALL CONFORM TO THE RULES AND REGULATIONS OF THE STATE OF CALIFORNIA, DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (CAL OSHA).
4. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF EXISTING FACILITIES.
5. THE CONTRACTOR SHALL MAKE ALL CONNECTIONS TO EXISTING WATER MAINS AS INDICATED ON THE PLANS. ALL EXISTING WATER VALVES SHALL BE OPERATED ONLY BY THE CITY OF BREA PUBLIC WORKS DEPARTMENT PERSONNEL. ALL RESIDENTS AFFECTED BY SUCH OPERATIONS SHALL BE NOTIFIED AT LEAST 72 HOURS IN ADVANCE. THE CONTRACTOR SHALL PROVIDE TEMPORARY FACILITIES REQUIRED TO PROVIDE WATER TO ANY WATER SERVICE THAT WILL BE WITHOUT WATER FOR AN EXTENDED PERIOD DURING THE CONSTRUCTION PERIOD.

II. TRAFFIC CONTROL AND PAVEMENT REPLACEMENT:

1. THE CONTRACTOR SHALL CONDUCT HIS OPERATION TO CAUSE THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO THE PUBLIC. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY ENGINEER PRIOR TO THE CLOSURE OF ANY PUBLIC STREET OR LANE OF TRAFFIC. ALL CONDITIONS IMPOSED BY THE CITY ENGINEER SHALL BE IN EFFECT AS THOUGH STATED HEREIN. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SAFETY DEVICES TO CONFORM TO THE CURRENT WORK AREA TRAFFIC CONTROL (WATCH) HANDBOOK.
2. THE CONTRACTOR SHALL SAWCUT THE EXISTING PAVEMENT SECTION TO A DISTANCE OF 12" (INCHES) OUTSIDE OF THE TRENCH WIDTH. THE CONTRACTOR SHALL INSTALL AND REMOVE ANY TEMPORARY ASPHALT PAVEMENT REQUIRED FOR TRAFFIC CONTROL. THE CONTRACTOR SHALL REPLACE THE EXISTING PAVEMENT SECTION PER CITY OF BREA STD PLAN 102. BACKFILL AND BEDDING SHALL BE PLACED PER CITY OF BREA STD PLAN 313.



GENERAL NOTES - WATER SYSTEM

APPROVED:

CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

301-0

SHEET 1 OF 3

GENERAL NOTES FOR WATER SYSTEMS

III. WATER MAINS AND FITTINGS MATERIALS:

1. WATER MAIN PIPE SHALL BE OF DUCTILE IRON MATERIAL, MANUFACTURED IN CONFORMANCE WITH AWWA C151. WATER MAIN PIPE SHALL HAVE BELL AND SPIGOT, PUSH ON, RUBBER GASKET JOINTS IN CONFORMANCE WITH AWWA C111, OR JOINTS AS SHOWN ON THE PLANS. WATER MAIN PIPE SHALL BE CEMENT OR MORTAR LINED AND BITUMUNOUS COATED IN CONFORMANCE WITH AWWA C104. ALL WATER MAIN PIPES 12" (INCHES) AND SMALLER IN DIAMETER SHALL BE THICKNESS CLASS 52. WATER MAIN PIPES GREATER THAN 12" (INCHES) IN DIAMETER SHALL BE AS SPECIFIED BY THE IMPROVEMENT PLANS OR BY THE CITY ENGINEER. WATER MAIN PIPE SHALL BE MANUFACTURED BY U.S. PIPE AND FOUNDRY CO. OR PACIFIC STATED IRON PIPE CO., OR APPROVED EQUAL.
2. WATER MAIN FITTINGS SHALL BE OF DUCTILE IRON MATERIAL, MANUFACTURED IN CONFORMANCE WITH AWWA C110 OR C153. ALL FITTINGS SHALL HAVE MECHANICAL JOINT WITH DUCTILE IRON GLANDS IN CONFORMANCE WITH AWWA C111. ALL FITTINGS SHALL BE CEMENT MORTAR LINED AND BITUMINOUS COATED IN CONFORMANCE WITH AWWA C104. ALL BOLTS AND NUTS SHALL BE 316 STAINLESS STEEL.
3. ALL WATER MAINS, FITTINGS, VALVES AND MISCELLANEOUS ASSEMBLIES SHALL BE ENCASED IN POLYETHYLENE MATERIAL IN ACCORDANCE WITH AWWA C105.
4. ALL MATERIALS AND WORK SHALL BE THE PROPERTY OF THE CONTRACTOR UNTIL ACCEPTED BY THE CITY. THE CONTRACTOR SHALL WARRANT THE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE BY THE CITY.

IV. WATER MAIN CONSTRUCTION:

1. WATER MAIN PIPES SHALL BE LOCATED AS SHOWN ON THE PLANS, TYPICALLY SIX FEET (6') OUTSIDE CURB-FACE FOR ALL DIRECTIONS, OR AS DIRECTED BY THE CITY ENGINEER. WATER MAIN AND LATERALS SHALL MAINTAIN VERTICAL AND HORIZONTAL SEPARATION FROM SEWER MAINS AND LATERALS AS REQUIRED BY THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES AND DETAILED ON THIS CITY OF BREA STD PLAN 319.
2. WATER MAIN PIPE SHALL BE CONSTRUCTED WITH A COVER BETWEEN TOP OF PIPE AND FINISHED SURFACE AS FOLLOWS, OR AS DETERMINED BY THE CITY ENGINEER:

PIPE DIAMETER	MINIMUM COVER **
6" TO 12" (LOCAL STREET)	42"
16" TO 24" (LOCAL STREET)	48"
6" TO 24" (ARTERIAL HIGHWAY)	48"
OVER 24"	60"

**** WATER MAINS LOCATED IN EASEMENTS OR UNPAVED AREAS SHALL HAVE A DEPTH OF 12" (INCHES) GREATER THAN INDICATED ABOVE.**



CITY OF BREA

GENERAL NOTES - WATER SYSTEM

APPROVED:

CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

301-0

SHEET 2 OF 3

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

GENERAL NOTES FOR WATER SYSTEMS

IV. WATER MAIN CONSTRUCTION:

3. WATER MAIN PIPES SHALL BE INSTALLED IN CONFORMANCE WITH AWWA C600. THE PIPE TRENCH BEDDING MATERIAL SHALL BE SHAPED TO PROVIDE CONTINUOUS CONTACT WITH THE WATER MAIN PIPE, EXCEPT AT JOINTS. THE PIPE TRENCH WIDTH, INVERT SHAPE, BEDDING AND BACKFILL MATERIALS SHALL BE IN ACCORDANCE WITH THIS CITY OF BREA STD PLAN 313. THE PIPE TRENCH SHALL BE BACKFILLED OR PLATED AT THE END OF THE WORK DAY.
4. THE TRENCH BACKFILL MATERIAL SHALL BE COMPACTED USING A VIBRATORY TAMPING MACHINE. COMPACTION USING JETTING OR FLOODING METHODS ARE NOT ALLOWED. THE CITY WILL REQUIRE FIELD COMPACTION TESTS TO ENSURE THE ADEQUATE COMPACTION OF THE TRENCH BEDDING AND BACKFILL.
5. AIR RELEASE VALVE ASSEMBLIES PER CITY OF BREA STD PLAN 308 SHALL BE INSTALLED AT ALL HIGH POINTS IN THE WATER SYSTEM. BLOW-OFF HYDRANT PER BREA STD PLAN 307 OR FIRE HYDRANT PER CITY OF BREA STD PLAN 306 SHALL BE INSTALLED AS REQUIRED BY CITY ENGINEER AT THE END OF DEAD END CUL-DE-SACS PER CITY OF BREA STD PLAN 307. ALL PIPES AND FITTINGS SHALL BE CONSTRUCTED WITH THRUST BLOCKS OR RESTRAINT PER CITY OF BREA STD PLAN 312. ALL NEW WATER FACILITIES SHALL BE PRESSURE TESTED AND DISINFECTED PER AWWA STANDARDS.
6. CONCRETE SHALL BE THE CLASS INDICATED ON THE STANDARD PLAN OR CLASS 470-C-2500, PER REQUIREMENTS OF SECTION 201-1, "PORTLAND CEMENT CONCRETE" OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION). ABOVE-GROUND CONCRETE SHALL BE FLOATED TO A FLAT SURFACE, STEEL TROWEL FINISHED, AND EDGED TO A ONE-HALF INCH (1/2 ") RADIUS.



GENERAL NOTES - WATER SYSTEM

APPROVED:

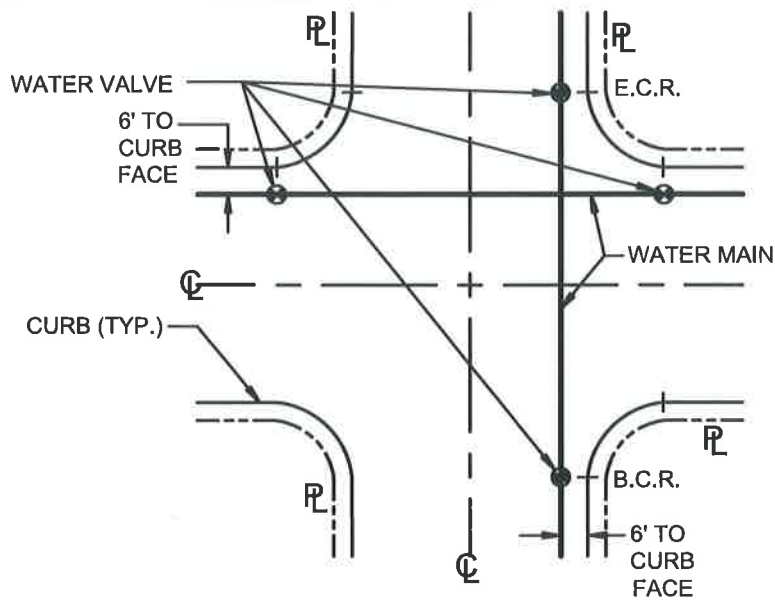
CITY ENGINEER

DATE: 10-15-2013

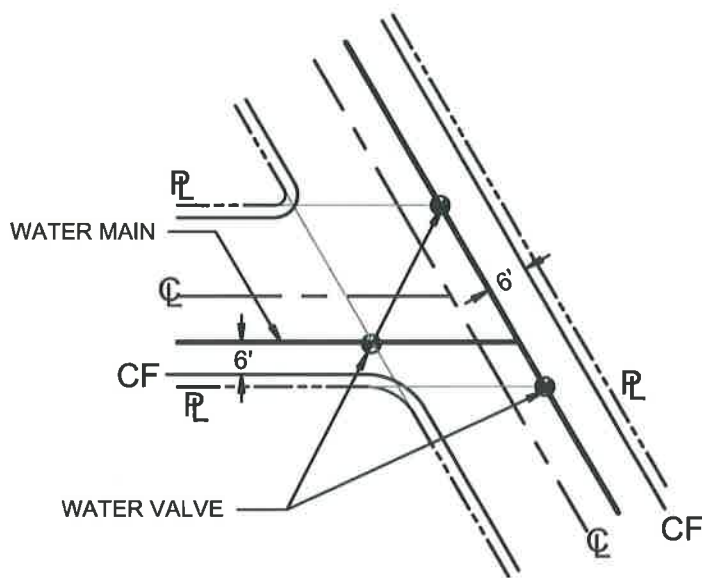
STD. PLAN NUMBER

301-0

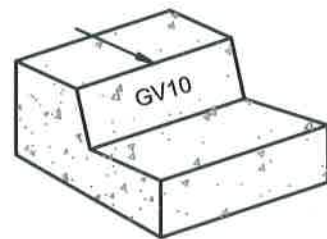
SHEET 3 OF 3



ARTERIAL HIGHWAYS



**LOCAL STREETS/
ALLEYS**



DETAIL A

NOTES: SEE SHEET 2



MAIN LINE WATER VALVES

APPROVED:

Rekanti
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

302-0

SHEET 1 OF 2

NOTES:

1. WATER VALVES SHALL BE INSTALLED AT EACH STREET INTERSECTION AND ON EACH PIPE RUN. THE VALVE SHALL BE LOCATED ON THE PROPERTY LINE EXTENDED FOR STREETS AND ALLEYS OR OPPOSITE CURB RETURNS ON ARTERIAL HIGHWAYS, SEE FIGURES ABOVE.
2. THE MAXIMUM DISTANCE BETWEEN VALVES SHALL BE 600' (FEET). VALVES SHALL BE EQUALLY SPACED BETWEEN INTERSECTIONS OR CONNECTIONS.
3. WHERE WATER MAIN IS IN AN EASEMENT, THE MAIN SHALL HAVE A WATER VALVE AT EACH END OF THE EASEMENT.
4. ANY VALVE SET OTHER THAN ABOVE SHALL BE MARKED WITH AN ARROW CHISELED ON THE CURB TOP AND THE MEASUREMENT FROM THE CURB SHALL BE CHISELED ON THE FACE. SEE DETAIL "A" ON SHEET 1.
5. ALL WATER VALVES SHALL BE RESILIENT SEATED GATE VALVES, MANUFACTURED PER AWWA C509. VALVES SHALL BE NON-RISING STEM, OPEN COUNTERCLOCKWISE, WITH MEGALUG JOINTS. VALVES SHALL BE EPOXY LINED AND COATED AND HAVE 316 STAINLESS STEEL HARDWARE.
6. WATER VALVES FOR STATIC PRESSURE OVER 150PSI SHALL BE IRON BODY, BRONZE MOUNTED VALVES (IBBM) PER AWWA C500 OR AS SPECIFIED BY THE CITY ENGINEER.
7. A VALVE BOX AND COVER SHALL BE INSTALLED AT EACH VALVE AND SHALL BE BROUGHT TO FINISH GRADE AT COMPLETION OF PAVING PER CITY OF BREA STD PLAN 309.
8. THRUST BLOCKS OR RESTRAINT SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF BREA STD PLAN 312.
9. TAPPING SLEEVES SHALL BE MJ TYPE CONFORMING TO AWWA C110 AND C111. ALL SURFACES SHALL BE EPOXY LINED AND COATED. STAINLESS STEEL TAPPING SLEEVES MUST WITHSTAND A MINIMUM 200 PSI WORKING PRESSURE AND SHALL BE MUELLER H-615 OR H-715 OR EQUAL.

VALVES SHALL BE:

WORKING PRESSURE	ACCEPTABLE VALVES
150 PSI MAX	MUELLER A-2362 E-381 OR APPROVED EQUAL
OVER 150 PSI	MUELLER A-2362 E-381 OR APPROVED EQUAL
TAPPING VALVE	MUELLER H-30455 STAINLESS STEEL FLANGE OR APPROVED EQUAL



MAIN LINE WATER VALVES

APPROVED:

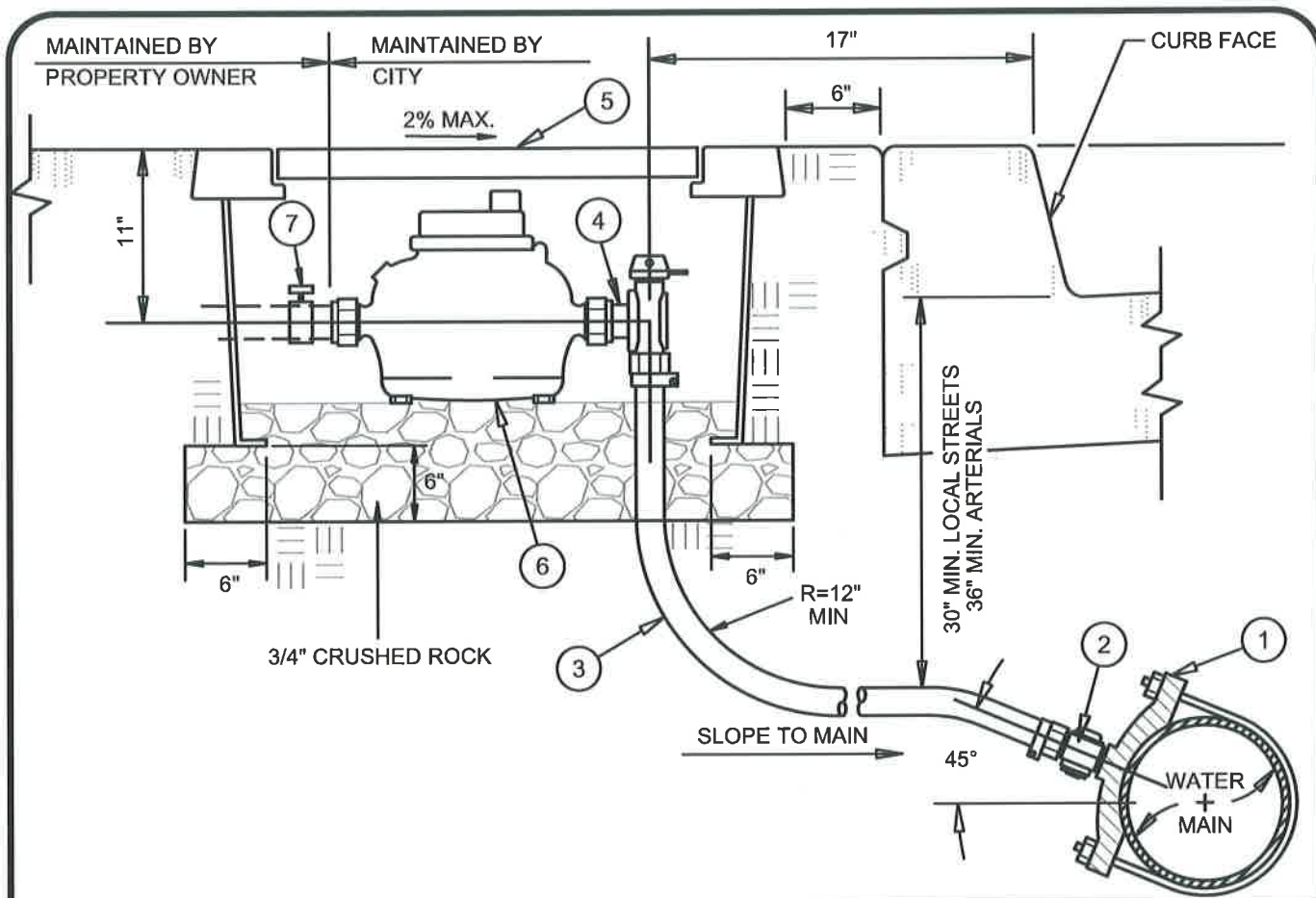
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

302-0

SHEET 2 OF 2



	ITEM DESCRIPTION	MANUFACTURER	MODEL NO.
①	DOUBLE STRAP SADDLE	MUELLER FORD OR EQUAL	BR2B SERIES
②	CORPORATION STOP	MUELLER OR EQUAL	B-25028-N
③	COPPER TUBING	TYPE K	
④	ANGLE METER STOP	MUELLER OR EQUAL	B-24258-1-3-N
⑤	METER BOX (POLYMER)	J&R CONCRETE OR EQUAL	PW4 1/2 - 2 PC PW4 1/2 - RL
⑥	METER (DOMESTIC) AS PER BREA STD PLAN 305	MUELLER SYSTEMS OR EQUAL	METER SUPPLIED BY THE CITY AT CONTRACTOR'S EXPENSE
⑦	CUSTOMER VALVE	MUELLER OR EQUAL	B-24351-411-N B-20298 (HANDLE)



CITY OF BREA

WATER SERVICE AND METER (1")

APPROVED:

[Signature]
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

304-0

SHEET 1 OF 2

NOTES:

1. $\frac{5}{8}$ " OR $1\frac{1}{2}$ " OR $2\frac{1}{2}$ " SIZE SERVICES ARE NOT PERMITTED.
2. SERVICE TO EACH LOT SHALL BE INSTALLED PRIOR TO STREET PAVING. SERVICE SHALL BE PERPENDICULAR TO STREET CENTERLINE OR AS INDICATED ON PLANS.
3. NO CONNECTION OR TAP SHALL BE PLACED LESS THAN 18" (INCHES) FROM A VALVE, PIPE BELL OR ADJACENT CONNECTIONS.
4. A "W" SHALL BE CHISELED ON THE CURB FACE, MARKING SERVICES AFTER ANGLE METER STOP HAS BEEN BROUGHT TO GRADE.
5. METER SHALL BE INSTALLED WITH FULL RUBBER WASHERS. METER SHALL BE READ IN CUBIC FEET.
6. THE CONTRACTOR SHALL FURNISH THE CITY WITH "AS BUILT" PLANS SHOWING LOCATION OF METER AND SERVICE CONNECTIONS.
7. ALL METER BOX COVERS SHALL BE MARKED "WATER".
8. COPPER TUBING SHALL BE ONE CONTINUOUS PIECE. SPLICING IS NOT PERMITTED.
9. ALL METER FITTINGS SHALL BE COMPRESSION JOINTS.



CITY OF BREA

WATER SERVICE AND METER (1")

APPROVED:

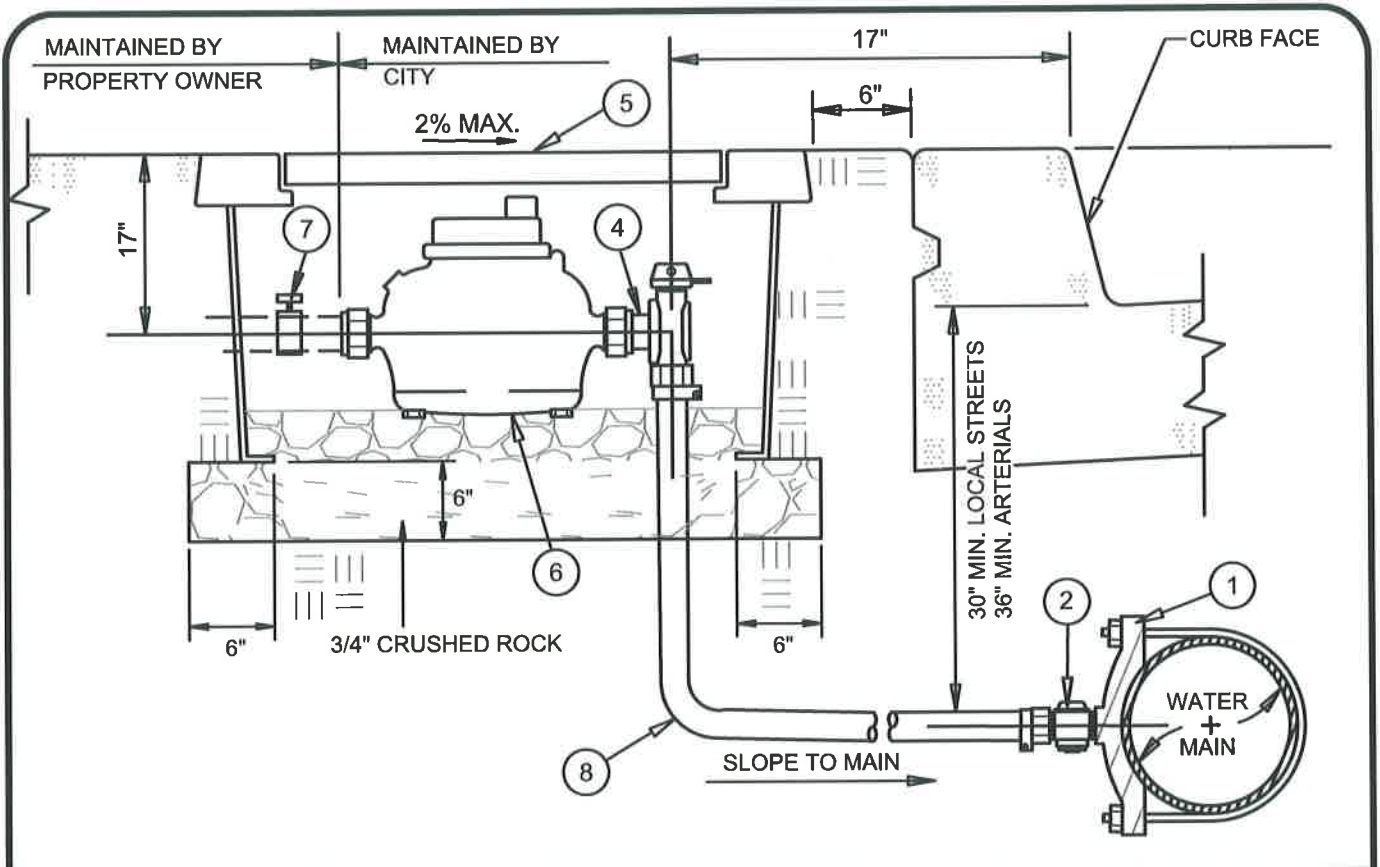
[Signature]
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

304-0

SHEET 2 OF 2



ITEM DESCRIPTION		MANUFACTURER	MODEL NO.
①	DOUBLE STRAP SADDLE	MUELLER OR EQUAL	BR2B SERIES
②	CORPORATION STOP	MUELLER OR EQUAL	B-25028-N
③	COPPER TUBING	TYPE K	
④	ANGLE METER STOP	MUELLER OR EQUAL	B-24276-3-N
⑤	METER BOX (POLYMER)	J&R CONCRETE OR EQUAL	PW4 1/2 - 2 PC PW4 1/2 - RL
⑥	METER (DOMESTIC) TO BE SUPPLIED BY CITY AT CONTRACTOR'S EXPENSE	MUELLER SYSTEMS OR EQUAL	METER TO BE SUPPLIED BY CITY AT CONTRACTOR'S EXPENSE
⑦	CUSTOMER VALVE	MUELLER OR APPROVED EQUAL	BH-10298 (HANDLE) B-24337-41-N
⑧	SERVICE FITTING (90°)	MUELLER	H-15526N



WATER SERVICE AND METER (2")

APPROVED:

R. R. R. R.
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

305-0

SHEET 1 OF 2

NOTES:

1. $\frac{5}{8}$ " OR $1\frac{1}{2}$ " OR $2\frac{1}{2}$ " SIZE SERVICES ARE NOT PERMITTED.
2. SERVICE TO EACH LOT SHALL BE INSTALLED PRIOR TO STREET PAVING. SERVICE SHALL BE PERPENDICULAR TO STREET CENTERLINE OR AS INDICATED ON PLANS.
3. NO CONNECTION OR TAP SHALL BE PLACED LESS THAN 18" (INCHES) FROM A VALVE, PIPE BELL OR ADJACENT CONNECTIONS.
4. A "W" SHALL BE CHISELED ON THE CURB FACE, MARKING SERVICES AFTER ANGLE METER STOP HAS BEEN BROUGHT TO GRADE.
5. METER SHALL BE INSTALLED WITH FULL RUBBER WASHERS. METER SHALL BE READ IN CUBIC FEET.
6. THE CONTRACTOR SHALL FURNISH THE CITY WITH "AS BUILT" PLANS SHOWING LOCATION OF METER AND SERVICE CONNECTIONS.
7. ALL METER BOX COVERS SHALL BE MARKED "WATER".
8. COPPER TUBING SHALL BE ONE CONTINUOUS PIECE. SPLICING IS NOT PERMITTED.
9. IRRIGATION METERS SHALL ONLY BE USED WHERE NO LOW FLOW DEMANDS ARE ANTICIPATED.
10. ALL METER SERVICE LINE FITTINGS SHALL BE COMPRESSION JOINTS.
11. METER 2" AND ABOVE SHALL BE FURNISHED WITH A $1\frac{1}{2}$ " OR 2" I.P. METER TESTING TAP AND BRASS PLUG.
12. ALL NUTS AND BOLTS FOR FLANGED ANGLE METER STOP AND CUSTOMER VALVE SHALL BE 316 SS.



CITY OF BREA

WATER SERVICE AND METER (2")

APPROVED:

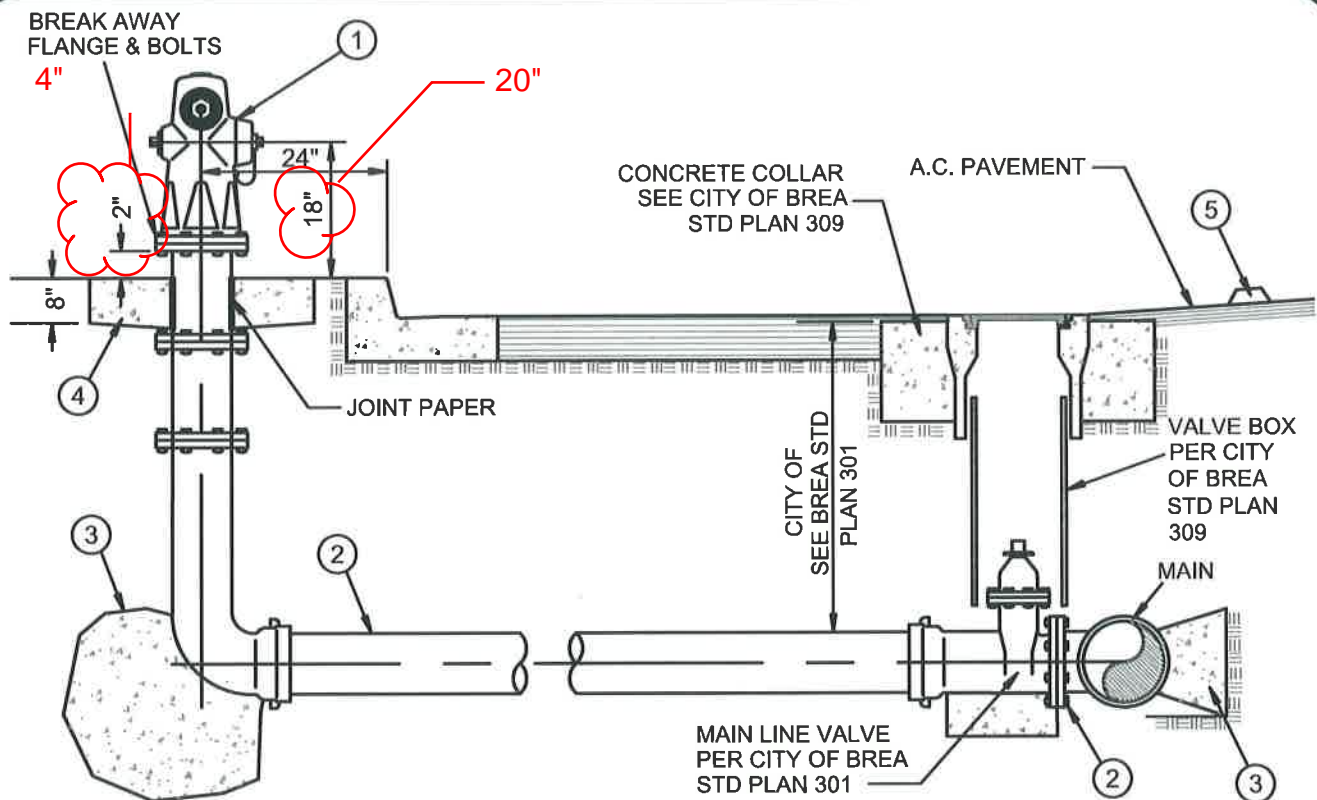
[Signature]
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

305-0

SHEET 2 OF 2



- ① 6" FIRE HYDRANT WITH EXTENSIONS, WITH 4" PUMPER OUTLET (ORIENTED TO THE CURB) AND TWO 2-1/2" (INCH) OUTLETS. FIRE HYDRANT SHALL BE MUELLER A-423 SUPER CENTURION 250, MUELLER A-442 MODERN CENTURION OR EQUAL.
- ② 6" WATER MAIN, ALL JOINTS RESTRAINED PER CITY OF BREA STD PLAN 312.
- ③ CONCRETE THRUST BLOCK PLACED AGAINST UNDISTURBED TRENCH WALLS.
- ④ 36" SQ. CONCRETE (470-C-2500) COLLAR (IN LANDSCAPED AREAS ONLY).
- ⑤ BLUE RAISED PAVEMENT MARKER, LOCATED PER SHEET 2 OF THIS DETAIL OR AS DIRECTED BY THE CITY ENGINEER.
- ⑥ DRAIN HOLES SHALL BE PLUGGED AT BOTTOM OF THE HYDRANT.

NOTES:

1. INSTALL JOINT PAPER AROUND PIPE HYDRANT WHEN INSTALLED IN SIDEWALK.
2. PAINT THE FIRE HYDRANT WITH ONE (1) COAT RED OXIDE PRIMER AND TWO (2) COATS OF STANDARD SILVER ENAMEL. PAINT THE BONNET AND SIDE CAPS WITH TWO (2) COATS OF IRISH GREEN ENAMEL.
3. MAINTAIN A CLEAR ZONE, MINIMUM 4' BEHIND AND 8' TO EACH SIDE OF FIRE HYDRANT.
4. FIRE HYDRANT SHALL BE LOCATED AT LEAST 5' OUTSIDE OF CURB RETURN AND 5' OUTSIDE OF THE TOP OF DRIVEWAY DEPRESSION.
5. FIRE HYDRANT SHALL BE LOCATED AT THE END OF CUL-DE-SAC STREETS OR DEAD END MAINS.



FIRE HYDRANT ASSEMBLY

APPROVED:

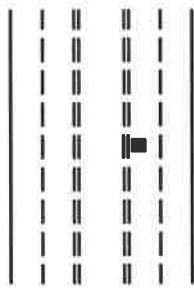
CITY ENGINEER

DATE: 10-15-2013

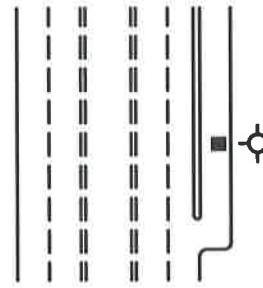
STD. PLAN NUMBER

306-0

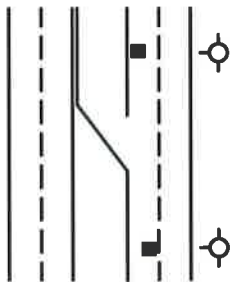
SHEET 1 OF 2



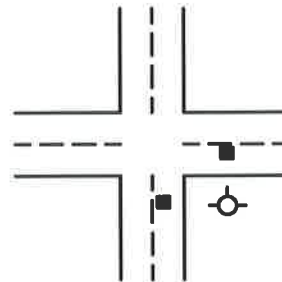
**1. STREET WITH
LEFT TURN LANE**
MARKER TO BE PLACED 6"
AWAY FROM DOUBLE LINE
ON HYDRANT SIDE (NOT
ON THE LINES).



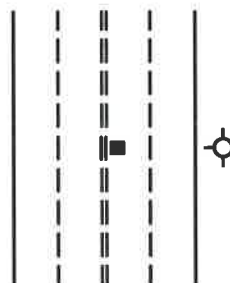
**5. STREETS AND
FRONTAGE ROADS**
MARKER TO BE PLACED 6"
OFF CENTER LINE OF
FRONTAGE ROAD ON
HYDRANT SIDE.



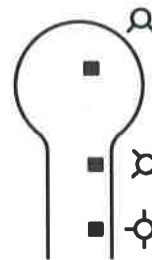
**2. STREET WITH
LEFT TURN POCKET**
MARKER TO BE PLACED
6" AWAY FROM THE LINE
AS SHOWN.



**6. INTERSECTION
WITH CORNER
HYDRANT**
MARKERS TO BE PLACED
6" OFF CENTERLINE ON
HYDRANT SIDE FOR BOTH
STREETS.



**4. STREET WITH
DOUBLE CENTER LINES**
MARKER TO BE PLACED 6"
AWAY FROM DOUBLE LINES
ON HYDRANT SIDE.



**7. CUL-DE-SAC AND
F.D.C.**
MARKERS TO BE PLACED
6" OFF CENTERLINE ON
HYDRANT SIDE.



**8. RESIDENTIAL
STREETS**
MARKERS TO BE PLACED
6" OFF CENTERLINE ON
HYDRANT SIDE.

LEGEND

⊙ FIRE HYDRANT (1 MARKER)

⊙ FIRE DEPARTMENT CONNECTION (2 MARKERS)

■ BLUE MARKER



FIRE HYDRANT ASSEMBLY

APPROVED:

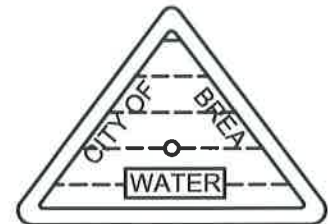
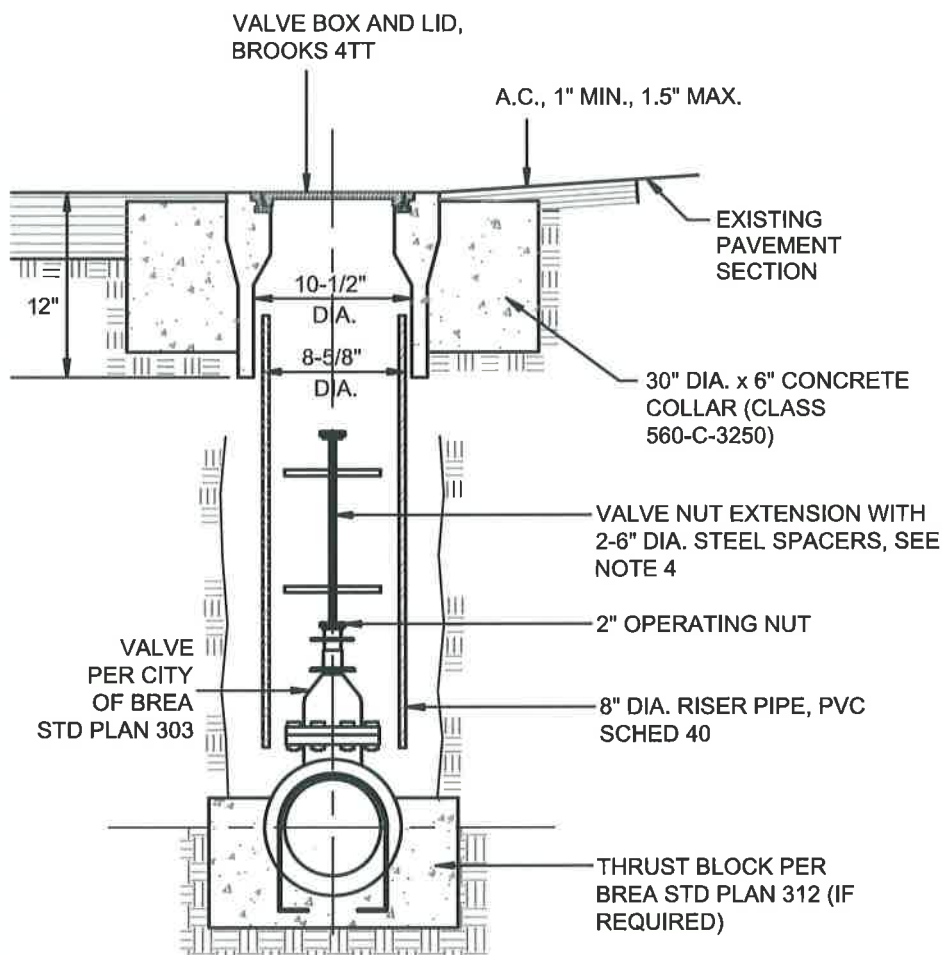
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CITY ENGINEER

DATE: 10-15-2013

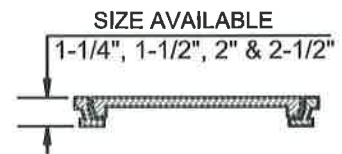
STD. PLAN NUMBER

306-0

SHEET 2 OF 2



COVER PLAN



RISER RING

NOTES:

1. ADJUST CAP, FLUSH TO FINISHED STREET GRADE.
2. RISER PIPE MUST BE INSTALLED PLUMB AND SHALL BE CENTERED ON THE OPERATING NUT.
3. VALVE SIZE, STATION AND LOCATION SHALL BE SHOWN ON PLANS.
4. VALVE NUT EXTENSION IS REQUIRED IF VALVE NUT IS GREATER THAN 5' (FEET) BELOW SURFACE. VALVE NUT EXTENSION TO BE 2" (INCH) SQUARE AND 2' (FEET) TO 3' (FEET) BELOW SURFACE. EXTENSION SHALL BE EPOXIED ON THE OUTSIDE OF THE METAL.



VALVE BOX ASSEMBLY

APPROVED:

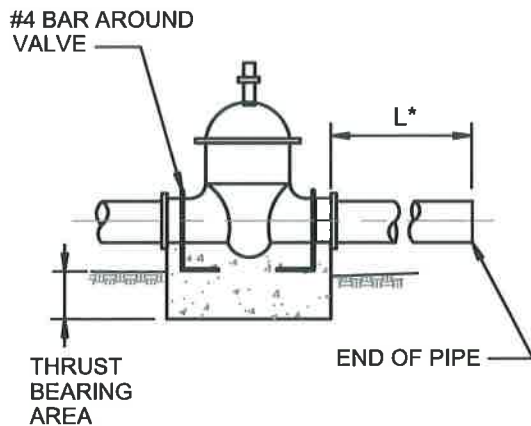
CITY ENGINEER

DATE: 10-15-2013

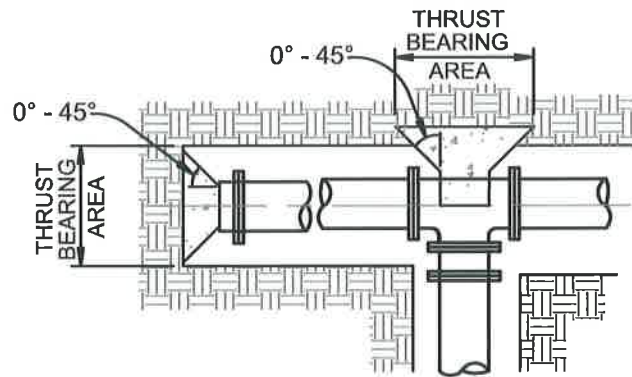
STD. PLAN NUMBER

309-0

SHEET 1 OF 1

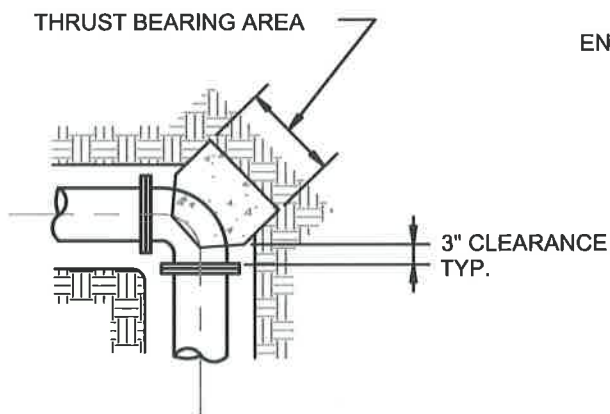


VALVE

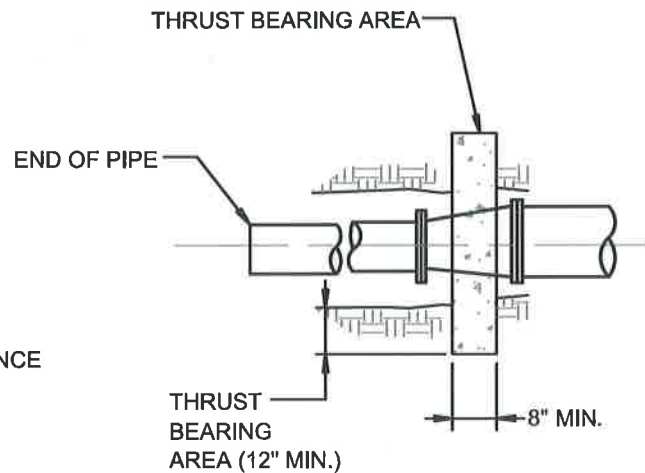


TEE OR CAP
PLAN VIEW

* THRUST BLOCK IS NOT REQUIRED IF "L" MINIMUM LENGTH FOR "L1" 90° UPPER BEND IS PER SHEET 3.



BEND



REDUCER
PLAN VIEW

* THRUST BLOCK IS NOT REQUIRED IF "L" MINIMUM LENGTH OF "L1" IS PER SHEET 3.

NOTES: SEE SHEET 2



THRUST BLOCK AND RESTRAINT

APPROVED:

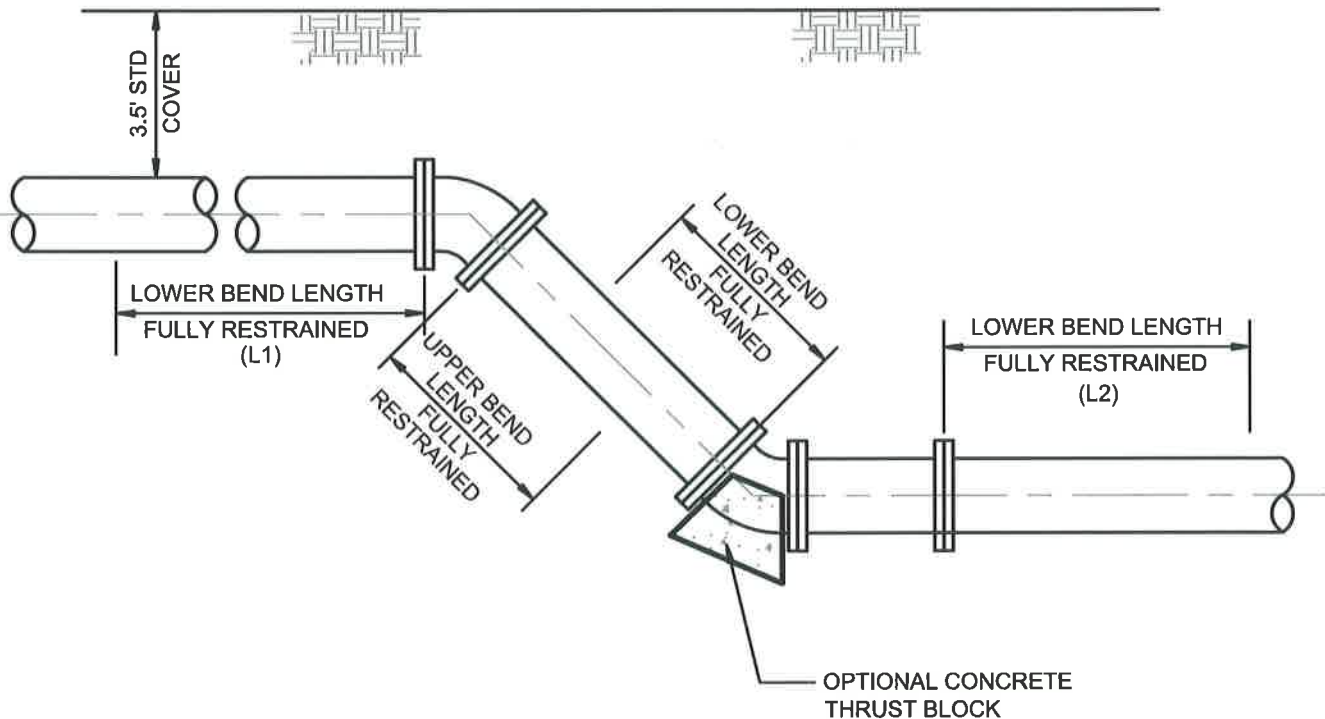
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

312-0

SHEET 1 OF 3



VERTICAL BEND

NOTES:

1. ALL FITTING OR PIPE JOINTS WITHIN LENGTH INDICATED ON SHEET 3 SHALL BE FULLY RESTRAINED.
2. LOWER BEND CAN BE RESTRAINED USING A THRUST BEARING CONCRETE BLOCK PER SHEET 3.
3. PAINT THE POST AND CONCRETE FOUNDATION WITH SIGNAL YELLOW COLOR PAINT.



THRUST BLOCK AND RESTRAINT

APPROVED:

CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

312-0

SHEET 2 OF 3

THRUST BEARING AREA (SF)

PIPE SIZE		4"	6"	8"	10"	12"
TEST PRESSURE (PSI)		225				
BENDS	90°	4	8	*	*	*
	45°	2	5	8	*	*
	22.5°	2	3	4	6	8
	11.25°	2	2	2	3	4
	TEE	3	6	10	*	*
	VALVE/CAP	3	6	10	*	*
	REDUCER	AREA = TEE DIA.1 -TEE DIA.2				

TABLES BASED ARE ON SOIL BEARING VALUE OF 1500 PSF AND SOIL DENSITY OF 120 PCF AND 3.5' (FEET) COVER.

TEST PRESSURE = 150% OF MAXIMUM DESIGN PRESSURE OF 150 PSI = 225 PSI

CALCULATIONS MUST BE APPROVED BY CITY ENGINEER FOR OTHER SOIL BEARING VALUES OR DESIGN PRESSURES.

* USE RESTRAINED JOINTS, SEE NOTE 4 BELOW

VERTICAL ANCHOR (FT)

UPPER BEND LENGTH (L1)

PIPE SIZE		4"	6"	8"	10"	12"
TEST PRESSURE (PSI)		225				
BENDS	90°	46	66	85	105	122
	45°	19	27	35	43	51
	22.5°	9	13	17	21	24
	11.25°	5	7	8	10	12

LOWER BEND LENGTH (L2)

4"	6"	8"	10"	12"
225				
15	22	28	35	41
6	9	12	14	17
3	4	6	7	8
2	2	3	4	4

LENGTH "L" EQUALS RESTRAINED LENGTH FOR 90° UPPER BEND

NOTES:

1. THRUST BLOCKS MUST BE POURED AGAINST FIRM, UNDISTURBED NATIVE SOIL.
2. CONCRETE FOR THRUST BLOCKS SHALL BE OF CLASS 380-C-2000. CONCRETE SHALL HAVE A MINIMUM THICKNESS OF 8". CONCRETE SHALL NOT BE POURED WITHIN 3" OF ANY JOINT.
3. EXPOSED REINFORCING STEEL SHALL BE COVERED IN KOPPERS, BITUMASTIC OR EQUAL.
4. RESTRAINED JOINTS CAN BE USED IN LIEU OF THRUST BLOCKS AS FOLLOWS:
 - A) HORIZONTAL BEND RESTRAINT AS INDICATED BY LOWER BEND LENGTH.
 - B) VALVE, DEAD-END, OR TEE BRANCH RESTRAINT AS INDICATED BY 90° UPPER BEND LENGTH.



THRUST BLOCK AND RESTRAINT

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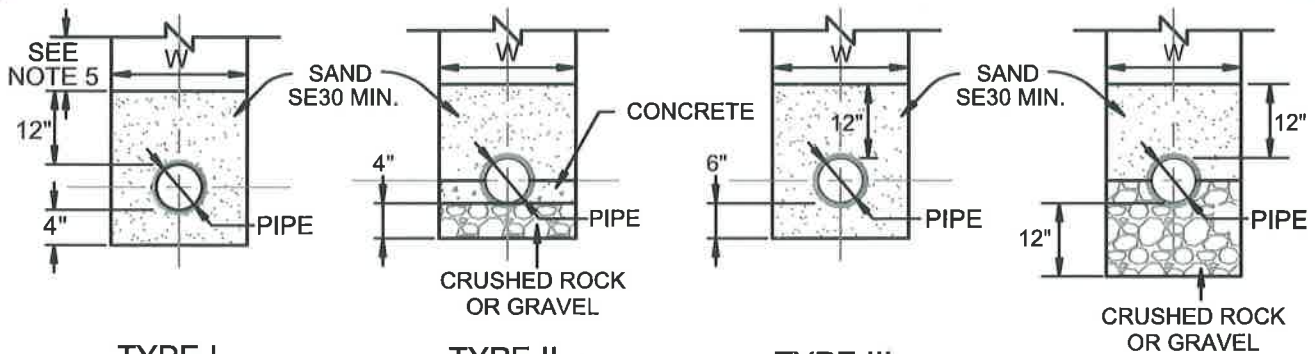
CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

312-0

SHEET 3 OF 3



TYPE I
FIRM, UNYIELDING
GROUND. STANDARD

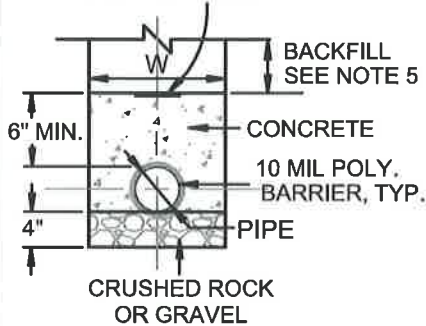
TYPE II
FIRM, UNYIELDING
GROUND (EXTRA)

TYPE III
ROCKY, POOR
SUB-BASE

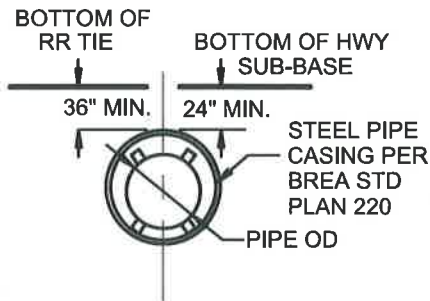
TYPE IV
UNSTABLE, YIELDING
GROUND; WET.

BEDDING

LOCATE 2" METAL TAPE
MARKED "WATER", TYP.
FOR ALL CASES



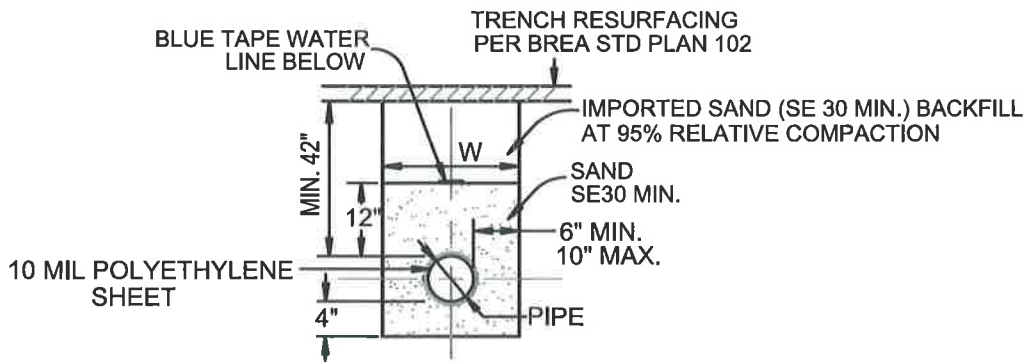
**CONCRETE
ENCASEMENT**
STANDARD



NOMINAL PIPE DIA. /OD (IN)	STEEL CASING	
	DIA. (IN)	WALL THICKNESS
6"	18"	3/8"
8"	18"	3/8"
10"	22"	3/8"
12"	26"	3/8"
15"	30"	1/2"
18"	34"	1/2"

PIPE CASING

UNDER RAILROAD OR HIGHWAY
OR WITHIN 10' (FEET) OF STRUCTURE



TYPICAL WATER TRENCH DETAIL

NOTES: SEE SHEET 2.



PIPE BEDDING AND ENCASEMENT

APPROVED:

CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

313-0

SHEET 1 OF 2

NOTES:

1. ALL TRENCHING AND CONSTRUCTION OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE CALIFORNIA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
2. TRENCH WIDTH DIMENSION "W" SHALL BE A MINIMUM OF THE PIPE GREATEST O.D. PLUS 12" (INCHES) AND A MAXIMUM OF O.D. PLUS 20" (INCHES) TO A POINT 12" (INCHES) ABOVE TOP OF PIPE.
3. WHEN "W" HAS BEEN EXCEEDED OR ABNORMAL SOIL CONDITIONS EXIST, THE CITY ENGINEER MAY REQUIRE CONSTRUCTION USING TYPE II, III, OR IV BEDDING.
4. UTMOST CARE MUST BE TAKEN TO THOROUGHLY COMPACT THE MATERIAL BELOW THE SPRINGLINE OF THE PIPE.
5. BACKFILL SHALL BE SAND (SE 30 MIN.) OR GRAVEL, FREE FROM LARGE ROCKS, LUMPS, OR ORGANIC MATERIAL, AND COMPACTED TO THE REQUIRED RELATIVE DENSITY. 1-1/2 SACK CEMENT-SAND SLURRY BACKFILL SHALL BE USED WHEN DIRECTED BY THE CITY ENGINEER IN TUNNELS, UTILITY CROSSINGS OF EXISTING TRAVEL WAYS AND IN ALL ARTERIAL HIGHWAYS.
6. CONCRETE ENCASEMENT IS REQUIRED WHEN THE PIPE COVER IS LESS THAN 42 INCHES. CONSTRUCTION PLANS MUST DETAIL ANY ENCASEMENT REQUIRED FOR STRUCTURAL PURPOSES.
7. CONCRETE ENCASEMENT AND BEDDING SHALL BE CLASS 380-C-2000 CONCRETE.
8. GROUT SHALL BE ONE PART PORTLAND CEMENT TO SIX PARTS SAND BY VOLUME.
9. PIPE CASING AND JACKING SHALL BE APPROVED BY THE CITY ENGINEER BEFORE CONSTRUCTION.



PIPE BEDDING AND ENCASEMENT

APPROVED:

[Signature]
CITY ENGINEER

DATE: 10-15-2013

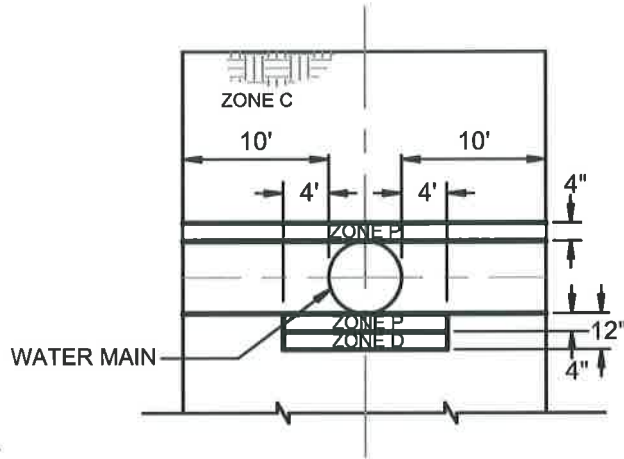
STD. PLAN NUMBER

313-0

SHEET 2 OF 2

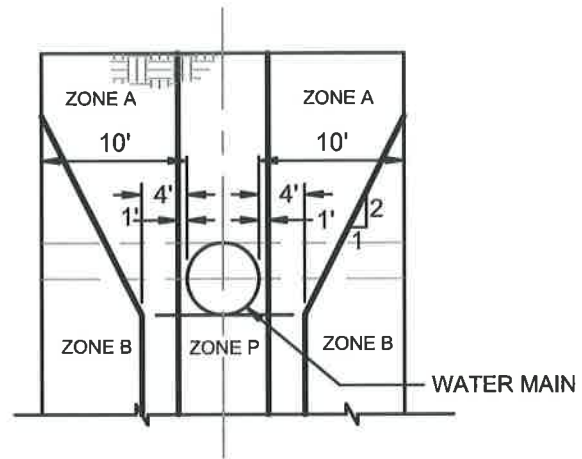
BASIC SEPARATION STANDARDS:

1. PARALLEL CONSTRUCTION: THE HORIZONTAL DISTANCE BETWEEN PRESSURE WATER MAINS AND SEWER LINES SHALL BE AT LEAST 10 FEET.
2. PERPENDICULAR CONSTRUCTION: PRESSURE WATER MAINS SHALL BE AT LEAST ONE FOOT ABOVE SANITARY SEWER MAINS WHERE THESE LINES CROSS.



PERPENDICULAR CONSTRUCTION

IF A MAIN SEWER MUST CROSS A WATER MAIN WITHIN ANY ZONE ABOVE OR IF A HOUSE LATERAL MUST CROSS IN ZONE C, SPECIAL CONSTRUCTION IS REQUIRED.



PARALLEL CONSTRUCTION

IF A MAIN SEWER MUST BE LOCATED WITHIN ANY OF THE INDICATED ZONES ABOVE, SPECIAL CONSTRUCTION IS REQUIRED.

ZONE	SEWER CONSTRUCTION (NEW OR EXISTING WATER)	WATER CONSTRUCTION (NEW OR EXISTING WATER)
B	A) EXTRA STRENGTH VCP W/ COMPRESSION JOINTS B) DIP W/ PUSH ON JOINTS	DIP W/ PUSH ON JOINTS
C/D	A) DIP W/ MECHANICAL JOINT ENDS B) VCP IN STEEL ENCASEMENT PER BREA BREA STD PLAN 315	CONCRETE ENCASEMENT OF SEWER PER BREA STD PLAN 315
A	NO CONSTRUCTION IN THIS ZONE WITHOUT APPROVAL OF CITY ENGINEER AND DEPARTMENT OF PUBLIC HEALTH.	
P	NO CONSTRUCTION IN THIS ZONE.	

NOTES:

1. FORCE SEWER MAINS ARE NOT PERMITTED IN ZONES A,B OR C. FORCE SEWER MAINS MAY BE PERMITTED IN ZONE D ONLY WITH THE APPROVAL OF CITY ENGINEER.
2. NO PIPE JOINTS OR FITTINGS ARE PERMITTED IN ZONE C OR D.



WATER & SEWER SEPARATION

APPROVED:

CITY ENGINEER

DATE: 10-15-2013

STD. PLAN NUMBER

319-0

SHEET 1 OF 1

1. GENERAL:

1. THE CONTRACTOR SHALL SUPPLY ALL MATERIAL, LABOR, EQUIPMENT, AND METHOD NECESSARY TO CONDUCT TESTS AND PROVIDE CERTIFICATION OF PIPE LINE DISINFECTION FROM A STATE APPROVED LABORATORY. ALL TESTS SHALL BE MADE IN THE PRESENCE OF THE CITY INSPECTOR. ALL CONSTRUCTED FACILITIES SHALL BE ISOLATED FROM THE EXISTING PUBLIC SYSTEM WHILE BEING TESTED.

2. DISINFECTION:

1. ALL WATER MAINS, WATER SERVICES, ATTACHED APPURTENANCES, AND CONNECTIONS SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA STD C651 "DISINFECTING WATER MAINS", AS MODIFIED HEREIN.
2. CONTRACTOR SHALL INSURE THAT ALL PIPE, FITTINGS, AND APPURTENANCES ARE KEPT FREE FROM DIRT AND FOREIGN MATTER AT ALL TIMES.
3. DURING THE CHLORINATION PROCESS, ALL VALVES SHALL BE OPERATED, AND THE CHLORINE SOLUTION SHALL BE DRAWN THROUGH ALL LATERALS AND APPURTENANCES.
4. DISINFECTION OF MAINS AND APPURTENANCES, HYDROSTATIC TESTING, AND CHLORINE RETENTION MAY RUN CONCURRENTLY FOR THE REQUIRED MINIMUM 24 HOUR PERIOD. IN THE EVENT OF LEAKAGE WHERE REPAIRS ARE NECESSARY, ADDED DISINFECTION SHALL BE MADE ONLY BY INJECTION OF A CHLORINE SOLUTION INTO THE LINE.
5. DISINFECTION SHALL BE ACCOMPLISHED BY CHLORINATION USING EITHER DIRECT CHLORINE GAS OR CALCIUM HYPOCHLORITE TABLETS AS SPECIFIED IN AWWA STANDARD C651, EXCEPT THAT ALL PIPELINES LARGER THAN 12 INCHES SHALL BE DISINFECTED USING CHLORINE GAS.
6. THE CHLORINE GAS FEED OR TABLETS USED IN THE DISINFECTION PROCESS SHALL PRODUCE A RESIDUAL OF NOT LESS THAN 50 PPM OF CHLORINE IN ALL SECTIONS OF THE PIPELINE AND APPURTENANCES BEING DISINFECTED AND 25 PPM OF CHLORINE AFTER 24 HOURS OF RETENTION.
7. IF LESS THAN 25 PPM (20 mg/L) IS INDICATED, THE LINE SHALL BE FLUSHED AND THE STERILIZATION SHALL BE REPEATED UNTIL ALL TEST REQUIREMENTS ARE MET.

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

3. FLUSHING AND BACTERIOLOGICAL TESTS:

1. FOLLOWING THE CHLORINATION PERIOD OF 24 HOURS, THE WATER SHALL BE FLUSHED FROM THE LINE AT ITS EXTREMITIES AND AT ALL OUTLETS UNTIL THE CHLORINE RESIDUAL OF THE WATER SYSTEM BEING FLUSHED EQUALS THAT OF THE PUBLIC WATER SYSTEM. TESTS SHALL INDICATE NO HIGHER THAN 1.5 PPM
2. THE CONTRACTOR SHALL HAVE A STATE CERTIFIED LABORATORY PERFORM THE BACTERIOLOGICAL TESTS. SAMPLES SHALL BE TAKEN AT THE DIRECTION OF THE CITY INSPECTOR WITH AT LEAST ONE SAMPLE TAKEN FROM EACH DEAD-END MAIN SECTION. SAMPLES SHALL BE TAKEN 24 OR MORE HOURS AFTER FINAL FLUSHING. ALL SAMPLES MUST SHOW NEGATIVE RESULTS FOR TWO CONSECUTIVE DAYS.

4. PRESSURE TESTS:

1. TEST PRESSURE SHALL NOT BE PLACED ON THE SYSTEM UNTIL 48 HOURS AFTER INSTALLATION AND BACKFILL HAS BEEN ACCEPTED. THE TEST SHALL BE MADE BY PLACING A TEMPORARY PLUG AT THE END OF ALL NEW PIPES.
2. THE PIPING SHALL BE SLOWLY FILLED WITH POTABLE WATER. CARE SHALL BE EXERCISED TO SEE THAT PROVISION IS MADE FOR THE ESCAPE OF AIR AT HIGH POINTS AND ENDS OF LATERALS.
3. AFTER THE LINE HAS BEEN COMPLETELY FILLED, IT SHALL BE ALLOWED TO STAND AT 40 PSI MINIMUM PRESSURE FOR 24 HOURS MINIMUM TO ALLOW THE MORTAR LINING TO ABSORB THE MAXIMUM MOISTURE AND TO ALLOW THE ESCAPE OF ANY AIR POCKETS.
4. THE PIPELINE SHALL THEN BE BROUGHT UP TO THE TEST PRESSURE OF 225 PSI (+/-5 PSI) AND MAINTAINED ON THE SECTION UNDER TEST FOR A PERIOD OF NOT LESS THAN FOUR HOURS.
5. ACCURATE MEANS (PUMP AND METER READING IN GALLONS) SHALL BE PROVIDED FOR MEASURING THE ACTUAL LEAKAGE BY DETERMINING THE AMOUNT OF WATER (IN GALLONS) NECESSARY TO MAINTAIN THE TEST PRESSURE (225 PSI) FOR THE TEST PERIOD OF FOUR HOURS.

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

6. THE ACTUAL LEAKAGE SHALL NOT EXCEED THE ALLOWABLE LEAKAGE DETERMINED BY THE FOLLOWING FORMULA:

$$L = \frac{N D \sqrt{P}}{3700}$$

WHERE, L = MAXIMUM ALLOWABLE LEAKAGE, GALLONS PER HOUR
 N = NUMBER OF JOINTS FOR THE SYSTEM TESTED
 D = NOMINAL DIAMETER OF THE PIPE, INCHES
 P = THE AVERAGE TEST PRESSURE DURING THE TEST, PSI

7. SHOULD ANY TEST DISCLOSE LEAKAGE GREATER THAN THAT SPECIFIED, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, LOCATE AND REPAIR THE DEFECTIVE JOINTS AND RETEST THE SYSTEM UNTIL THE LEAKAGE IS WITHIN THE MAXIMUM ALLOWABLE.

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

APPENDIX B

CONTRACTORS BUSINESS LICENSE APPLICATION



CITY OF BREA
BUSINESS LICENSE TAX APPLICATION
OUT-OF-CITY CONTRACTORS



Please submit completed application with payment
(see fee schedule below) and copy of
current contractor's license (**pocket card**) to:
City of Brea, Business License Division,
1 Civic Center Cir., Brea, CA 92821
(714) 990-7686 office Fax (714) 671-4484
BusinessLicenseInfo@CityOfBrea.net

1. BUSINESS NAME (use exact name as contractor's license)		START DATE (Brea)	
2. BUSINESS ADDRESS (physical address)		BUSINESS TELEPHONE NO.	BUSINESS FAX NO.
3. MAILING NAME AND ADDRESS (if different from business address) Include corp. name if applicable		NO. OF EMPLOYEES (Brea)	
		LOCAL CONTACT NAME, TITLE, RESIDENCE PHONE NO.	
4. TYPE OF BUSINESS: State fully the exact nature of business.			
5. FEDERAL EMPLOYER ID NO.		STATE EMPLOYER ID NO. (EDD #)	
6. CALIFORNIA STATE CONTRACTOR'S LICENSE NO. & CLASSIFICATION	CALIFORNIA SELLER'S PERMIT NO./ RESALE NO. (if applicable)	CALIFORNIA STATE PROFESSIONAL LICENSE NO. (if applicable)	

OWNER/OFFICER INFORMATION

7. Please check the type of ownership and complete information.

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Husband & Wife	<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	
SSN (Only Sole or Partnership):			DL # (Only Sole or Partnership):		
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	
SSN (Only Partnership):			DL # (Only Partnership):		
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	

PAYMENT OF THIS TAX DOES NOT CONSTITUTE ZONING, BUILDING, OR FIRE CODE APPROVAL. CHECK WITH THE DEVELOPMENT SERVICES DEPARTMENT TO DETERMINE IF YOUR BUSINESS CAN BE LEGALLY ESTABLISHED AT YOUR LOCATION.

8. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature	Print Name	Title	Date
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FOR OFFICE USE ONLY

ACCOUNT NO.	ORDINANCE	CLASSIFICATION
-------------	-----------	----------------

EFFECTIVE DATES	ISSUE DATES	FEE
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NOTES:

SCHEDULE OF FEES (based on State contractor's classification):

	3-Months	6-Months	1-Year
CLASS A- General Engineering Contractor	\$50.00	\$90.00	\$150.00
CLASS B- General Building Contractor	\$40.00	\$60.00	\$100.00
CLASS C- Specialty Contractor	\$20.00	\$36.00	\$ 60.00

Rev. 01/10

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

APPENDIX C

INSURANCE AND INDEMNITY REQUIREMENTS

City of Brea Insurance Requirements

Construction Projects

(Capital improvement projects, other construction and remodeling, etc.)

Asbestos Related Projects

(Abatement, removal, etc.)

The insurance requirements below summarize, but do not supersede, the insurance requirements addressed in the body of the Bid Specifications. You are advised to refer to the bid specifications in addition to the information provided below. (Some projects may have different/additional requirements).

It is highly recommended that you consult your insurance carrier(s) or broker(s) to determine in advance of bid submission the availability and cost of insurance as prescribed and provided herein. Failure to comply with the insurance requirements may result in your bid or proposal not being considered for award of contract. While unlikely to be granted, any proposed deviations from the standards listed below will require City pre-approval.

Type of Insurance Coverage	General Liability	Automobile Liability	Workers' Compensation
Required by Contract?	Yes	Yes	Yes
Minimum Limits of Coverage	\$2,000,000 Combined Single Limit Per Occurrence Minimum	\$2,000,000 Combined Single Limit Per Occurrence Minimum	Workers' Compensation to Statutory Limits; \$1,000,000 Employers' Liability Limit
Minimum A.M. Best's Guide Rating / Other Requirements	A / VII	A / VII	A / VII or State Compensation Insurance Fund
Additional Insured Endorsement Required? Need ISO Form Numbered CG 20 10 11 85 or similar	Yes	Yes	No
Waiver of Subrogation Endorsement Required?	Yes	Yes	Yes
Comments	Contract may require higher limits. Any asbestos clean-up will require "Environmental Impairment Liability Insurance" as per contract specifications.	Unless Contractor establishes that no vehicles will be used.	Not needed for sole proprietors or partnerships with no employees.

APPENDIX D

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

Contractor

By

Title

Date: _____

Note: This form is required for every Dig Alert Identification Number issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request

APPENDIX E

NPDES REQUIREMENTS CONSTRUCTION BEST MANAGEMENT PRACTICES

Construction Runoff Guidance Manual

for Contractors, Project Owners, and Developers

December 2012



Orange County Stormwater Program:

A Cooperative Project of the County of Orange,
Cities of Orange County and
Orange County Flood Control District



BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

Erosion prevention is to be used as the most important measure for keeping sediment on site during construction. Permanent revegetation or landscaping shall be done as early as feasible at a minimum.

Table 3: Physical / Vegetative Stabilization BMPs

Physical / Vegetative Stabilization: Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.	
Type	Description
Scheduling	Sequencing construction activities to reduce the amount of exposed soil during seasons of higher precipitation probability. All projects should consider scheduling activities to minimize the amount of disturbed area during seasons of higher precipitation probability. Phasing can be used to maintain stabilized areas (vegetation or impervious cover) as much as possible during construction. Disturbed areas should be stabilized as soon as practical. Attempt to schedule grading outside of seasons of higher precipitation probability. <u>Reference:</u> CASQA EC-1, EC-2
Seeding	Applying seed to a surface with the intention of achieving vegetation which can effectively protect soils from erosion while reducing runoff by encouraging infiltration / transpiration. Seeding is effective for temporary and permanent stabilization of slopes, stock piles, and other disturbed soils. Seeds can be combined with mulch and water then sprayed onto surfaces (also referred to as hydro seeding) for immediate erosion protection. Without combining or covering seeds with mulch seeds will be susceptible to erosion until vegetation has sufficiently established. Supplemental irrigation may be required to establish vegetation. Scarifying surfaces prior to seed application can increase its effectiveness. <u>Reference:</u> CASQA EC-4
Soil Binders	Spraying a liquid compound to disturbed soils to bind and stabilize the soil surface (forming a crust). This process reduces the potential for wind and water erosion. Examples include: guar, psyllium, starch, gypsum, pitch and rosin emulsion, polymers, and acrylates. Soil binders are effective for temporary stabilization of slopes, stockpiles, and other disturbed areas. Soil binders need time to cure and should not be applied less than 24 hours before predicted precipitation. The specific soil binder selected depends on the type of soil. Soil binders must be non-toxic and environmentally benign. Soil binders will need to be reapplied as needed based on the specific soil binder and visual inspection. Soil binders are much less effective in areas that receive traffic. <u>Reference:</u> CASQA EC-5
Mulching	Covering disturbed soils with a fibrous wood, straw, or similar material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Mulching is effective for temporary stabilization of slopes, stock piles, and other disturbed soils. Mulch materials can be combined with water then sprayed onto surfaces (also referred to as hydraulic mulch) for increased wind erosion protection. Typically, mulch must be reapplied every 6 to 12 months. Soil roughening prior to mulch application can increase its effectiveness. <u>Reference:</u> CASQA EC-3, EC-6, EC-8
Geotextiles and Mats	Covering disturbed soils with a natural or synthetic blanket or mat. This process greatly reduces the potential for wind and water erosion. Some rolls and mats physically hold the soil in place. Example include: geotextiles, plastic covers, rolled erosion control blankets / mats, straw / mulch blanket, coconut fiber blanket, and plastic netting. Geotextiles and mats are effective for temporary stabilization of steep slopes with high erosion potential, stockpiles, and channels that will be vegetated. Geotextiles and mats are more expensive than other erosion control BMPs. Materials may need to be removed prior to final stabilization. Mats / blankets are most effective when in direct contact with the soil; do not roughen soil or leave significant rocks / roots. Mats / blankets typically require an anchoring mechanism to hold them in place. Mats / blankets should be laid parallel to the

Physical / Vegetative Stabilization:

Covering the soil with a protective layer that can help to hold soil in place and/or reduce the erosive impact of rain drops or runoff.



Type	Description
	<p>direction of flow. Mats / blankets should allow water to flow on top of them and not below which would cause the soil to wash out. <u>Reference:</u> CASQA EC-7</p> 
Non-Vegetative Stabilization	<p>Covering disturbed soils with a non-vegetative material to protect the bare soil from rainfall impact erosion while reducing runoff by encouraging infiltration / evaporation. Examples include: decomposed granite, gravel, and rock slope protection. Other non-vegetative stabilization is effective for temporary and permanent stabilization of areas with heavy vehicular or pedestrian traffic or areas where a vegetative cover is infeasible. Other non-vegetative stabilization is intended to be used in combination with additional erosion control and sediment control BMPs. If used for permanent stabilization, periodic inspection and maintenance may be required. Material should be selected based on the slope and use of the area. <u>Reference:</u> CASQA EC-16 and Caltrans Standard Specifications May 2006 Section 72-2.</p>

Table 4: Concentrated Flow Erosion Control BMPs

Concentrated Flow Erosion Control: Reducing concentrated flow velocity or protecting concentrated flow paths to prevent erosion.	
Type	Description
Dikes, Swales, and Slope Drains	<p>Grading and compacting soil or installing pipe to control / divert / direct runoff. Dikes, swales, and slope drains can be combined to safely convey runoff down a slope, direct runoff to a stabilized channel, reduce potential for flooding, direct runoff to sediment traps / basins. Dikes, swales, and pipes that are used to direct runoff must be properly sized based on the specific application. Typically, slope drains require energy dissipation. Monitor swales and dikes for erosion or accumulation of sediment or debris. Swale and dike slopes should be 2:1 or less. Use vegetation, geotextiles, or mats to stabilize swales. Temporary devices must be removed. <u>Reference:</u> CASQA EC-9, EC-11</p> 
Energy Dissipation	<p>Placing rock, riprap, or similar material to reduce erosion from concentrated, high velocity flows. Energy dissipation is effective at pipe outlets, channel linings, and transitions from stabilized to un-stabilized conveyances. Line the area with filter fabric prior to placing rock or riprap. Accumulated sediment may be difficult to remove from energy dissipation area. For pipe outfalls the size of the energy dissipation area will increase with flow rate and/or pipe size. Temporary devices must be removed. <u>Reference:</u> CASQA EC-10, EC-12</p>
Soil Roughening	<p>Mechanically roughening soil (track walking or imprinting) to prepare soil for additional BMPs or create small terraces to break up sheet flow. Soil roughening can be applied to slopes, stockpiles, basins, and other disturbed soil areas. Soil roughening is intended to be used in combination with additional erosion control and sediment control BMPs. A common implementation method is to drive heavy equipment with its treads parallel to the contours of the slope. For long slopes additional terracing may be required. <u>Reference:</u> CASQA EC-15</p>

3.4.2 Sediment Control (SE)

Sediment control BMPs focus on preventing eroded soil from being discharged from the construction site. The demand placed on sediment control BMPs is dependent upon the effectiveness of the erosion control BMPs. More robust erosion controls will reduce the need for sediment controls and vice versa. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common sediment control BMPs for construction projects.

At a minimum, sediment controls are to be used as a supplement to erosion prevention for keeping sediment on-site during construction, and slope stabilization must be used on all active slopes during rain events regardless of the season and on all inactive slopes during the rainy season and during rain events in the dry season.

Table 5: Perimeter / Linear Control BMPs

Perimeter / Linear Controls: Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)	
Type	Description
Linear Sediment Controls	Installing sediment control BMPs along contours to reduce runoff velocity, remove sediment, and discourage rill erosion. Examples include: fiber rolls, sand / gravel bags, and straw bales. Linear sediment controls are effective parallel to contours on the face of slopes and at the top and toe of slopes. Linear sediment controls are typically implemented temporarily until slope is stabilized. Straw bales must be anchored and should not be used on the face of slopes. Fiber rolls must be trenched and staked during installation. For Risk Level / LUP Type 2 and 3 projects, the CGP specifies minimum uninterrupted sheet flow lengths for slopes to be 20 feet for slopes under 25%, 15 feet for slopes 25-50%, and 10 feet for slopes over 50%. <u>Reference:</u> CASQA SE-5, SE-6, SE-8, SE-9, SE-14
Perimeter Controls	Installing a barrier to prevent sediment discharges by controlling run-on and run-off around the perimeter of the construction site or limits of grading. Examples include: silt fence, fiber rolls, sand / gravel bags, and straw bales. Perimeter controls are effective when implemented around the perimeter of the construction site or limits of grading. Perimeter controls are not effective when used in a concentrated flow path. Silt fence and fiber rolls require proper installation which includes trenching and staking. Typically, perimeter controls should be installed prior to grading and remain functional until final stabilization is achieved. Maintenance of perimeter controls must be performed as needed. Perimeter controls are a minimum BMP requirement of the CGP. <u>Reference:</u> CASQA SE-1, SE-5, SE-6, SE-8, SE-14

Perimeter / Linear Controls:

Establishing linear BMPs to reduce the potential for sediment discharge across a slope, at the project's perimeter, or to Environmentally Sensitive Areas (ESAs)

Type	Description
	

Table 6: Storm Drain Inlet Protection BMPs

Storm Drain Inlet Protection:

Ponding and/or filtering stormwater to remove pollutants (primarily sediment) from entering the storm drain system.


Type	Description
Storm Drain Inlet Protection	<p>Filtering or ponding of stormwater before it enters a storm drain inlet to reduce the amount of sediment that discharges. Storm drain inlet protection should be implemented at every storm drain inlet that receives runoff from active construction areas. Ponding of sediment laden stormwater can provide the best results if the ponding capacity is appropriate for the tributary drainage area. Ponding may be limited by street traffic constraints. Other sediment controls such as check dams should be used upstream to reduce the amount of sediment that reaches the storm drain inlet protection. After a storm sediment that has settled must be cleaned up. <u>Reference:</u> CASQA SE-10, SE-14.</p> 

Table 7: Sediment Capture BMPs



Sediment Capture: Capturing sediment in channelized stormwater to reduce sediment discharge.	
Type	Description
Sediment Trap / Basin	<p>Constructing a temporary containment area to detain runoff to allow for deposition of sediment prior to stormwater discharge. Sediments traps / basins are effective when implemented within the downstream section of a construction site or at discharge points. Sediment traps can be effectively implemented throughout a large construction site. Sediment basins can efficiently be developed at locations where future post-construction basins will be utilized. Sediment traps should only be used for tributary drainage areas below 5 acres. Sediment basins should be used for tributary drainage areas between 5 and 75 acres. Sediment traps / basins can be large and may not be suitable for small construction projects. Sediment traps / basins should be sized by a Registered Civil Engineer to ensure they have sufficient capacity. Sediment traps / basins should not hold water for longer than 72 hours. Local agencies may have stricter vector control and child safety fence requirements. Typically dikes, swales, or piping are required to direct runoff to traps / basins. <u>Reference:</u> CASQA SE-2, SE-3</p> 
Check Dams	<p>Constructing small barriers along a swale or channel to reduce channel erosion and allow for deposition of sediment. Check dams are effective for sediment control within un-stabilized concentrated flow paths on the construction site such as swales, ditches, or channels. Typically, check dams are constructed of rock, sand / gravel bags or fiber rolls. Effective check dams will collect sediment behind each check dam which must be removed regularly to maintain the performance of the check dam. Check dams should not be constructed with straw bales or silt fence. <u>Reference:</u> CASQA SE-4, SE-5, SE-6, SE-8</p>

Table 8: Street Cleaning BMPs


Street Cleaning: Cleaning streets and other paved areas that have collected sediment and/or debris to prevent it from entering the storm drain system.	
Type	Description
Street Sweeping and Vacuuming	<p>Cleaning sediment from streets and roadways to reduce the potential discharge to storm drain inlets or receiving waters. Sweeping and vacuuming should be implemented on all paved areas within and adjacent to construction sites. Inspect and maintain areas subject to sediment tracking on a daily basis. Utilize methods that collect and remove sediment instead of methods that simply spread the sediment around. <u>Reference:</u> CASQA SE-7</p> 

3.4.3 Wind Erosion Control (WE)

Wind Erosion Control is any practice that protects the soil surface and prevents the soil particles from being detached by wind. Wind Erosion Control is also referred to as dust control.

Table 9: Wind Erosion Control BMPs


Wind Erosion Control: Covering or wetting exposed soil to prevent erosion by-way-of wind.	
Type	Description
Wind Erosion Control	<p>Preventing wind from causing erosion or dust. Examples include: wet suppression, chemical dust suppression, covering exposed sediment, and minimizing disturbed area through scheduling. Wind erosion control should be implemented at every construction project throughout all disturbed areas. Wet suppression is sufficient for most projects if implemented regularly. Other requirements (Clean Air Act, Air Quality Management Districts, etc.) typically address wind erosion control. Chemical dust suppression should only be implemented when it will have no negative environmental impacts. <u>Reference:</u> CASQA WE-1</p>

Wind Erosion Control: Covering or wetting exposed soil to prevent erosion by-way-of wind.	
Type	Description
	

3.4.4 Tracking Control (TC)

Tracking Control is any practice that prevents or reduces the amount of sediment that is tracked to paved areas from unpaved areas by vehicles or construction equipment.


Table 10: Tracking Control BMPs


Tracking Control: Reducing the amount of sediment that leaves the site from vehicles and construction equipment.	
Type	Description
Stabilized Construction Entrance / Exit	<p>Constructing a stabilized surface where sediment can be dislodged from vehicle and equipment tires before being tracked onto off-site paved roads. Stabilized construction entrance / exits should be implemented at every construction project to prevent sediment tracking from the site. Stabilized construction entrances / exits should be 50 feet or more in length. The most common method is to place 3-6 inch rock at least 1 foot high over filter fabric. Additional rock may need to be added as sediment accumulates. Rumble plates can be added for additional sediment removal. Tracking controls are a minimum BMP requirement of the CGP. <u>Reference:</u> CASQA TC-1</p> 

3.4.5 Non-Stormwater Management (NS)

Non-stormwater management is any practice that limits or reduces potential pollutants at their source before they are exposed to stormwater. Non-stormwater management typically involves day-to-day operations of the construction site and is usually under the control of the contractor. Non-stormwater management is often referred to as good housekeeping practices.

Table 11: Non-Stormwater Management BMPs


Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	Description
Vehicle and Equipment Pollution Prevention	<p>Preventing, containing, and disposing of pollutants from cleaning, fueling, and maintaining vehicles and equipment. Vehicle and equipment pollution prevention should occur at every construction project that cleans, fuels, or maintains vehicles or equipment. All cleaning, fueling, and maintenance performed on the site should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Avoid “topping-off” of fuel tanks. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Use drip pans or a secondary containment area for fueling and maintenance. Inspect for equipment leaks daily. Prevent wash water from entering storm drain system. <u>Reference:</u> CASQA NS-8, NS-9, NS-10</p> 
Dewatering Operations	<p>Managing and/or treating the discharge of accumulated stormwater or non-stormwater (groundwater or water used during construction activities) to prevent unauthorized discharge. Dewatering operations should be implemented for any discharge of accumulated stormwater or non-stormwater. Primary concern with accumulated stormwater is sediment. Common methods for reducing sediment from a discharge are sediment traps / basins, weir tanks, dewatering tanks, filter bags / socks, media / cartridge filters. Risk Level and LUP Type 2 and 3 projects must sample accumulated stormwater discharge. As an alternative, accumulated stormwater can be pumped to another area on the site for infiltration to eliminate the need to discharge. Non-stormwater discharges typically require a separate discharge permit. An example of a dewatering filter bag for stormwater dewatering discharges is provided below. <u>Reference:</u></p>

Non-Stormwater Management: Preventing construction related pollutants from contacting stormwater.	
Type	Description
	<p>CASQA NS-2</p> 
Paving and Grinding Operations	<p>Managing paving and grinding operations to reduce the potential for pollutant discharge. Paving and grinding operations should be implemented at every construction project that involves paving, resurfacing, or saw cutting. Avoid paving operations when rain is forecasted. Grindings, saw-cutting slurry, and waste / debris must be collected and recycled or properly disposed of; none of this should be allowed to enter the storm drain system. Do not apply seal coat, tack coat, slurry seal, or fog seal if rain is forecasted within the curing period. <u>Reference:</u> CASQA NS-3</p>

3.4.6 Waste Management and Materials Pollution Control (WM)

Waste management and materials pollution control are practices that limit or reduce or prevent the contamination of stormwater by construction wastes and materials. Potential wastes include solid, sanitary, concrete, hazardous, and equipment-related. Waste management and materials pollution control is also often referred to as good housekeeping practices.

Table 12: Materials Pollution Management BMPs

Materials Pollution Management: Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.	
Type	Description
Stockpile Management	<p>Covering or stabilizing stockpiles and providing sediment controls around the perimeter of stockpiles. Stockpile management should occur at every required stockpile within a construction project. Required stockpiles include those of soil, sand, PCC or AC rubble, cold mix asphalt, aggregate base or sub base, and treated wood. Stockpile management is effective against stormwater and wind erosion. All stockpiles can be covered with plastic or similar material. Alternatively, soil stockpiles may be protected with an erosion control (stabilization) practice. Raw materials such as cold mix treated wood should also be placed on top of plastic. Typical sediment controls placed around the perimeter of stockpiles are fiber rolls, silt fence, and sand / gravel bags. All stockpiles should be placed at least 50 feet away from downstream storm drain facilities. Reference: CASQA WM-3, SE-1, SE-5, SE-6, SE-8</p> 

Materials Pollution Management:

Handling, storing, and using construction materials with adequate precautions and control measures to reduce or prevent the contamination of stormwater.


Type	Description
Material Delivery, Storage, and Use	<p>Preventing and containing pollutant discharges from materials that are delivered, stored, and used on-site. Materials of concern include: petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, and other hazardous chemicals. Material delivery, storage, and use management should occur at every location of a construction project where materials of concern are delivered, stored, or used. All material delivery and storage should occur in an area designated for the activity and at least 50 feet away from downstream storm drain facilities. Minimize the quantities of materials of concern. Store materials in an enclosed area with secondary containment. Keep absorbent spill cleanup materials available; dispose of used materials properly. Train employees and subcontractors on proper spill prevention, control, and cleanup procedures. Avoid over-application of soil binders, pesticides, herbicides, and fertilizers. <u>Reference:</u> CASQA WM-1, WM-2, WM-4</p> 

Table 13: Waste Management BMPs

Waste Management:

Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.

Type	Description
Spill Prevention and Control	<p>Preventing, controlling, and cleaning up spills to reduce pollutant discharges from construction activities. Spill prevention and control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, soil stabilizers and binders, pesticides, herbicides, fertilizers, detergents, or other hazardous chemicals. Train employees and subcontractors proper spill prevention, control, and cleanup procedures. Do not bury or wash spills away with water. Keep absorbent spill cleanup materials available; dispose of used materials properly. Report significant spills (those that cannot be contained by personnel in the immediate vicinity) to a local agency, such as the Fire Department, for cleanup assistance. Additional agencies may need to be contacted in the event of a significant spill. <u>Reference:</u> CASQA WM-4</p>
Solid Waste Management	<p>Containing and disposing of debris and non-hazardous waste to prevent it from being discharged to the storm drain system. Solid waste management and materials pollution control should occur throughout every construction project for non-hazardous</p>

Waste Management:


Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.

Type	Description
	construction waste and scraps, trash from employees or subcontractors, and waste generated from demolition. Waste should be collected and contained in designated areas. Avoid using waste containers that do not have lids or are not watertight. Collect and dispose of loose trash and waste weekly. <u>Reference:</u> CASQA WM-5
Hazardous Waste Management	Containing and disposing of hazardous waste to prevent it from being discharged to the storm drain system. Hazardous waste management and materials pollution control should occur at every construction project that uses petroleum products, asphalt, concrete, paints, solvents, pesticides, herbicides, fertilizers, wood preservatives, or other hazardous chemicals. Train employees and subcontractors proper hazardous waste management and materials pollution control procedures. Store hazardous wastes in an enclosed area with secondary containment. Do not allow hazardous wastes to infiltrate at the site. Avoid overfilling hazardous waste containers. Hazardous wastes should be handled as required by Title 22. For projects that require demolition, lead-, cadmium-, or chromium-based paints, asbestos, and PCBs may exist and will require special treatment. All hazardous waste storage should occur in a designated area at least 50 feet away from downstream storm drain facilities. Hazardous wastes should be disposed of by a licensed hazardous waste transporter. <u>Reference:</u> CASQA WM-6
Concrete Waste Management	Containing and disposing of concrete waste to prevent it from being discharged to the storm drain system. Concrete Waste Management should occur at every construction project where concrete is poured, saw cut, grinded, or demolished. Inform all employees and subcontractors that washout from concrete trucks and concrete waste should be collected in concrete washout. Concrete washouts should be watertight and prevent any concrete waste from being able to discharge to the storm drain system. Avoid allowing concrete washout to become greater than 75% full. Concrete demolition debris may be stored by following the stockpile management BMP. <u>Reference:</u> CASQA WM-8, WM-3



Waste Management:

Handling, storing, and disposing of construction wastes with adequate precautions and control measures to reduce or prevent the contamination of stormwater.

Type	Description
	
Sanitary Waste Management	<p>Containing and disposing of sanitary waste to prevent it from being discharged to the storm drain system. Sanitary Waste Management should occur at every construction project that contains portable or permanent sanitary facilities. Avoid placing portable sanitary facilities in a concentrated flow path, such as a gutter. Use secondary containment under portable sanitary facilities. Contract a licensed sanitary and septic waste hauler to maintain portable sanitary facilities. All portable sanitary facilities should be located at least 50 feet away from downstream storm drain facilities. If a spill occurs, follow federal, state, and local regulations for containment and cleanup. <u>Reference:</u> CASQA WM-9</p>

3.4.7 Inspection and Maintenance Frequency Summary

	Santa Ana Region Criteria (only one need apply)			Inspection Frequency	
				Wet Season (Oct. – Apr.)	Dry Season (May – Sep.)
High	All sites 20 acres and larger	Sites over 1 acre tributary to Clean Water Act Section 303(d) waters listed for sediment or turbidity impairment.	Sites tributary to and within 500 feet of an Area of Special Biological Significance (ASBS).	Monthly	Conduct at a frequency to ensure that sediment and other pollutants are properly controlled and that unauthorized, non-stormwater discharges are prevented.
Medium	All sites between 5 to 20 acres where none of the other above criteria apply.			Twice during wet season	
Low	All sites less than 5 acres where none of the other above criteria applies.			Once during wet season	

When BMPs or BMP maintenance is deemed inadequate or out of compliance, an inspection frequency of once every week will be maintained until BMPs and BMP maintenance are brought into compliance (regardless of site prioritization).

San Diego Region Criteria (only one need apply)			Inspection Frequency	
			Wet Season (Oct. – Apr.)	Dry Season (May – Sep.)
All sites 30 acres or more in size with rough grading or active slopes occurring during wet season.	All sites one acre or more, and tributary to a CWA section 303(d) water body segment impaired for sediment or within or directly adjacent to, or discharging directly to, the ocean or a receiving water within an ESA.	Other sites determined by the Copermittees or the Regional Board as a significant threat to water quality.	Biweekly (Once every two weeks)	As needed during the dry season. Sites that meet any of the criteria for biweekly inspections during the wet season must be inspected at least once in August or September each year.
All sites one acre or larger where none of the above criteria apply.			Monthly	
All sites less than one acre where none of the above criteria apply.			As needed to ensure compliance with ordinances and MS4 Permit.	

Reinspection frequencies must be determined by each Copermittee based upon the severity of deficiencies, the nature of the construction activity, and the characteristics of soils and receiving water quality.

4 References

Web links to permits listed in Table 1.

- National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. Order number 2009-0009-DWQ. NPDES number CAS000002.
www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml
- Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated cities of Orange County within the Santa Ana Region. Order number R8-2009-0030. NPDES number CAS618030.
www.waterboards.ca.gov/rwqcb8/water_issues/programs/stormwater/oc_permit.shtml
- Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated cities of Orange County, and The Orange County Flood Control District Within the San Diego Region. Order number R9-2009-0002 NPDES number CAS0108740.
www.waterboards.ca.gov/rwqcb9/water_issues/programs/stormwater/oc_stormwater.shtml
- Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality. Order number 2003-0003-DWQ.
www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf
- General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts. Order number R8-2007-0041. NPDES number CAG918002.
www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2007/07_041_gen_wdr_san_diego_crk_11302007.pdf
- Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay. Order number R9-2008-0002. NPDES number CAG919002.
www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2008/r9-2008-0002.pdf
- General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality. Order number R8-2009-0003. NPDES number CAG998001.
www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf
- General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region. Order number R9-2010-0003. NPDES number CAG679011.
www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/r9-2010-0003.pdf

5 Glossary

ASBS – Area of Special Biological Significance. The Water Quality Control Plan for Ocean Waters of California (California Ocean Plan) designates 35 Areas of Special Biological Significance, two of which lie within the Santa Ana Regional Board jurisdiction:

- Newport Beach Marine Life Refuge (HU801.110)
- Irvine Coast Marine Life Refuge (HU801.110)

BMP – Best Management Practices (BMPs) are activities, practices, procedures, or facilities implemented to avoid, prevent, or reduce pollution of the stormwater system and receiving waters.

Common Plan of Development – Generally a contiguous area where multiple, distinct construction activities may be taking place at different times under one plan. A plan is generally defined as any piece of documentation or physical demarcation that indicates that construction activities may occur on a common plot. Such documentation could consist of a tract map, parcel map, demolition plans, grading plans or contract documents. Any of these documents could delineate the boundaries of a common plan area. However, broad planning documents, such as land use master plans, conceptual master plans, or broad-based CEQA or NEPA documents that identify potential projects for an agency or facility are not considered common plans of development.

Construction General Permit (CGP) – A National Pollution Discharge Elimination System (NPDES) permit (No. CAS000002) issued by the State Water Resources Control Board for the discharge of stormwater associated with construction and land disturbance activities of one acre or more (Order No. 2009-0009-DWQ).

Construction Project – any site for which building or grading permits are issued and where an activity results in the disturbance of soil such as soil movement, grading, excavation, clearing, road construction, structure construction, or structure demolition; and sites where uncovered storage of materials and wastes such as dirt, sand, or fertilizer occurs; or exterior mixing of cementaceous products such as concrete, mortar, or stucco will occur.

Demolition – an activity involving the demolishing or the destruction of a structure, facilities, or associated appurtenances.

Discharge – the release spill, leak, pump, flow, escape, leaching, dumping or disposal of any liquid, semi-solid, or solid substance.

Environmentally Sensitive Area (ESA) – includes but is not limited to all Clean Water Act Section 303(d) impaired water bodies; areas designated in the Ocean Plan as Areas of Special Biological Significance (ASBS) or by the State Water Resources Control Board (Water Quality Control Plan and amendments); water bodies designated with the RARE beneficial use by the State Water Resources Control Board (Water Quality Control Plan and amendments); areas designated as preserves or equivalent under the Natural Community Conservation Planning Program; and any areas designated as Critical Aquatic Resources (CARS) or other equivalent environmentally sensitive areas which have been identified by the County or city.

Erosion – the wearing away of the ground surface as a result of the movement of wind, water, and/or ice

Erosion Control – the activity of reducing or eliminating erosion by using a combination of Best Management Practices to protect adjacent private property, watercourses, public facilities, and receiving waters from an abnormal deposition of sediment or dust.

Erosion Control Plan – A plan (including drawings, specifications, or other requirements) detailing the methods of implementing an erosion control system.

Municipal Separate Storm Sewer System (MS4) – the street gutter, channel, storm drain, catch basin, constructed drain, lined diversion structure, wash area, inlet, outlet, or other facility, which is part of or tributary to the County-wide stormwater runoff system and owned, operated, maintained, or controlled by the County / city, and used for the purpose of collecting, storing, transporting, or disposing of stormwater.

NPDES Permit – NPDES is an acronym for National Pollution Discharge Elimination System. NPDES is the national program for administering and regulating Sections 307, 318, 402 and 405 of the Clean Water Act (CWA).

Non-stormwater – any runoff or discharge not entirely composed of stormwater.

Notice of Intent (NOI) – an application submitted by the owner / operator of a project that constitutes his intent to be authorized by an NPDES permit issued for stormwater discharges associated with the construction activity indicated.

Notice of Termination – a form to discontinue coverage under an NPDES general permit for stormwater discharges associated with industrial activity and stormwater discharges associated with construction activity.

Pollutant – any liquid, solid or semi-solid substances that will interfere with or adversely affect the beneficial uses of the receiving waters, flora, or fauna of the state. A more detailed definition is included in the Water Quality Ordinance. Generally, pollutants can include such items as:

- Artificial materials
- Household wastes
- Metals and Non-metals
- Petroleum and related hydrocarbons
- Animal wastes
- Substances having a pH less than 6.5 or greater than 8.6, or unusual coloration, turbidity or odor
- Waste materials, sediment, and wastewater generated by construction sites and construction activities
- Pollutants defined by the Federal Clean Water Act
- Other constituents or materials, including but not limited to pesticides, herbicides, fertilizers, fecal coliform, fecal streptococcus or enterococcus, or eroded soils, sediment and particulate materials.

Post-Construction BMPs – Structural and non-structural controls which detain, retain, or filter the release of pollutants to receiving waters after construction is complete and final stabilization is attained.

Qualified SWPPP Developer (QSD) – Individual who is authorized per the requirements of Order No. 2009-0009-DWQ to develop and revise SWPPP's.

Qualified SWPPP Practitioner (QSP) – Individual assigned responsibility by the owner for non-stormwater and stormwater visual observations, sampling and analysis, and responsibility to ensure full compliance with the Construction General Permit and implementation of all elements of the SWPPP, including the preparation of the annual compliance evaluation and the elimination of all unauthorized discharges.

RARE – Rare, Threatened, or Endangered Species (RARE) Uses of water that support habitats necessary, at least in part, for the survival and successful maintenance of plant or animal species established under state or federal law as rare, threatened or endangered.

Receiving Water – A river, lake, ocean, stream, or other watercourse identified in the Basin Plan into which waters may be discharged.

Regional Board – Regional Water Quality Control Boards administer water quality requirements within a watershed region. There are nine Regional Boards under the SWRCB. The SWRCB is one of five branches of the California Environmental Protection Agency The San Diego Regional Board and the Santa Ana Regional Board have jurisdiction in Orange County.

Runoff – Water originating from rainfall, melted snow, and other sources (e.g., sprinkler irrigation) that flows over the land surface to receiving waters.

Run-on – Off site stormwater surface flow which enters your site.

Scour – The erosive and digging action in a watercourse caused by flowing water.

Secondary Containment – Structures, usually dikes, berms, or large containers, surrounding tanks or other storage containers, designed to catch spilled material to prevent it from being discharged.

Sediment – Solid particulate matter, both mineral and organic that comes from the weathering of rock.

Sedimentation – The process of depositing soil particles, clays, sands, or other sediments that were picked up by runoff.

Sheet Flow – Flow of water that occurs overland in areas where there are no defined channels where the water spreads out over a large area at a uniform depth.

Storm Drains – Above- and below-ground structures for transporting stormwater to streams or outfall for flood control purposes.

Stormwater – Urban runoff and snowmelt runoff consisting only of those discharges, which originate from precipitation events.

Stormwater Pollution Prevention Plan (SWPPP) – Document required by the General Construction Permit to be developed and implemented by construction sites with 1 acre or greater of soil disturbance, or less than 1 acre but part of a greater common plan of development. The SWPPP emphasizes the use of appropriately selected, correctly installed, and maintained

pollution reduction BMPs. This approach provides the flexibility necessary to establish BMPs that can effectively address source control of pollutants during changing construction activities.

State Water Resources Control Board (SWRCB) – California agency that implements and enforces water quality and NPDES permit requirements and oversees the Regional Boards.

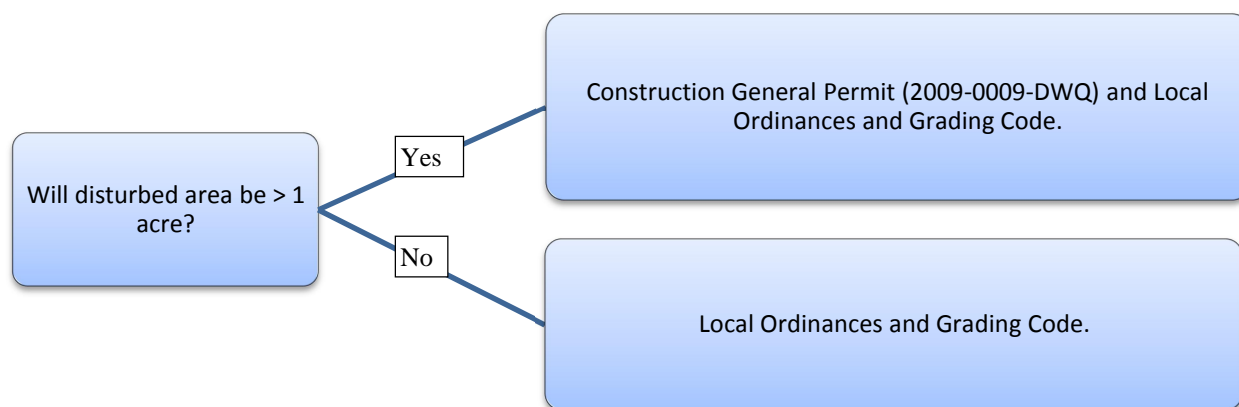
Waste Discharge Identification (WDID) Number – an identification number assigned by the State Water Resources Control Board upon receipt of a complete NOI.

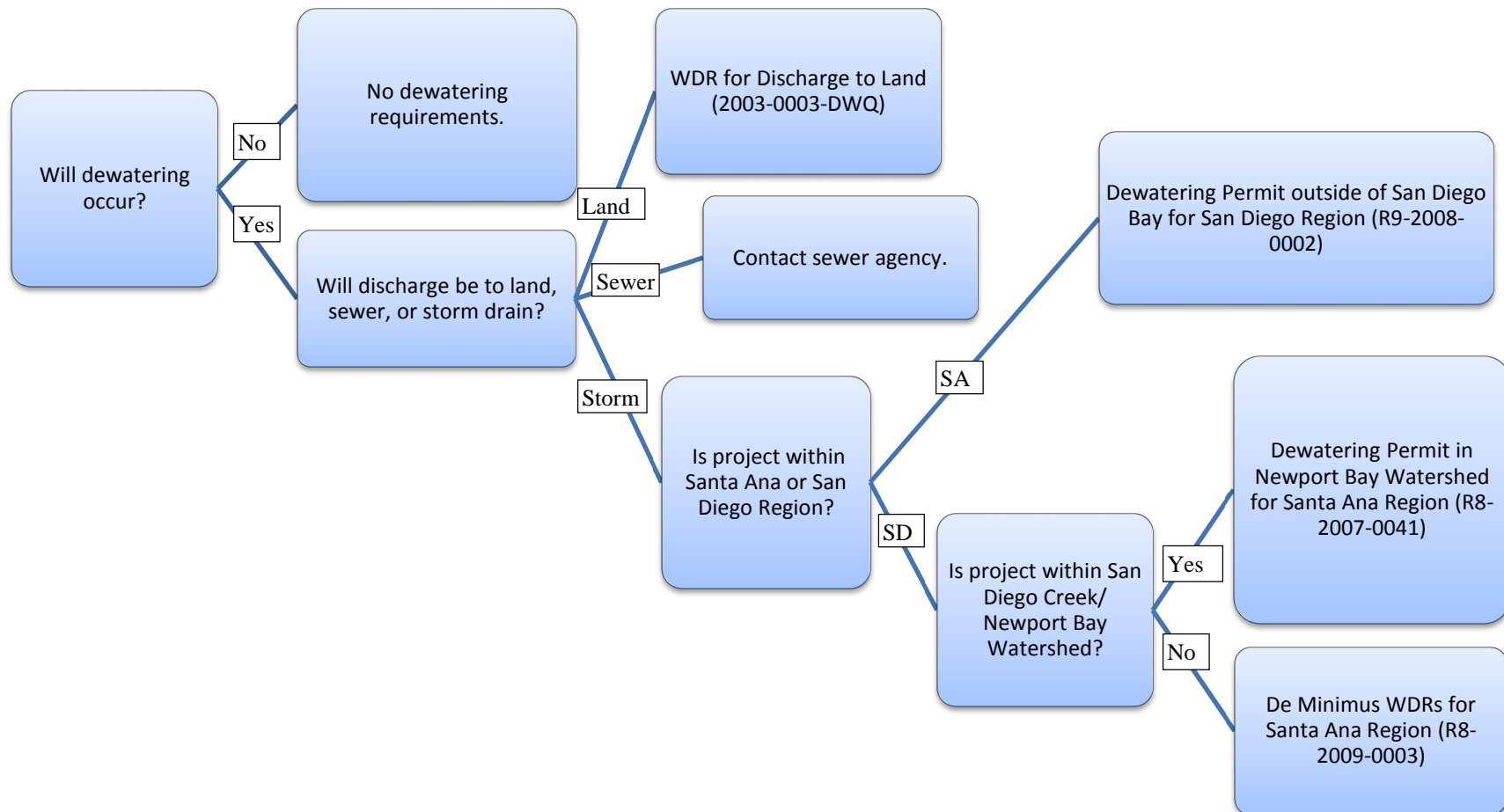
Appendix A: Permit Determination Flowcharts

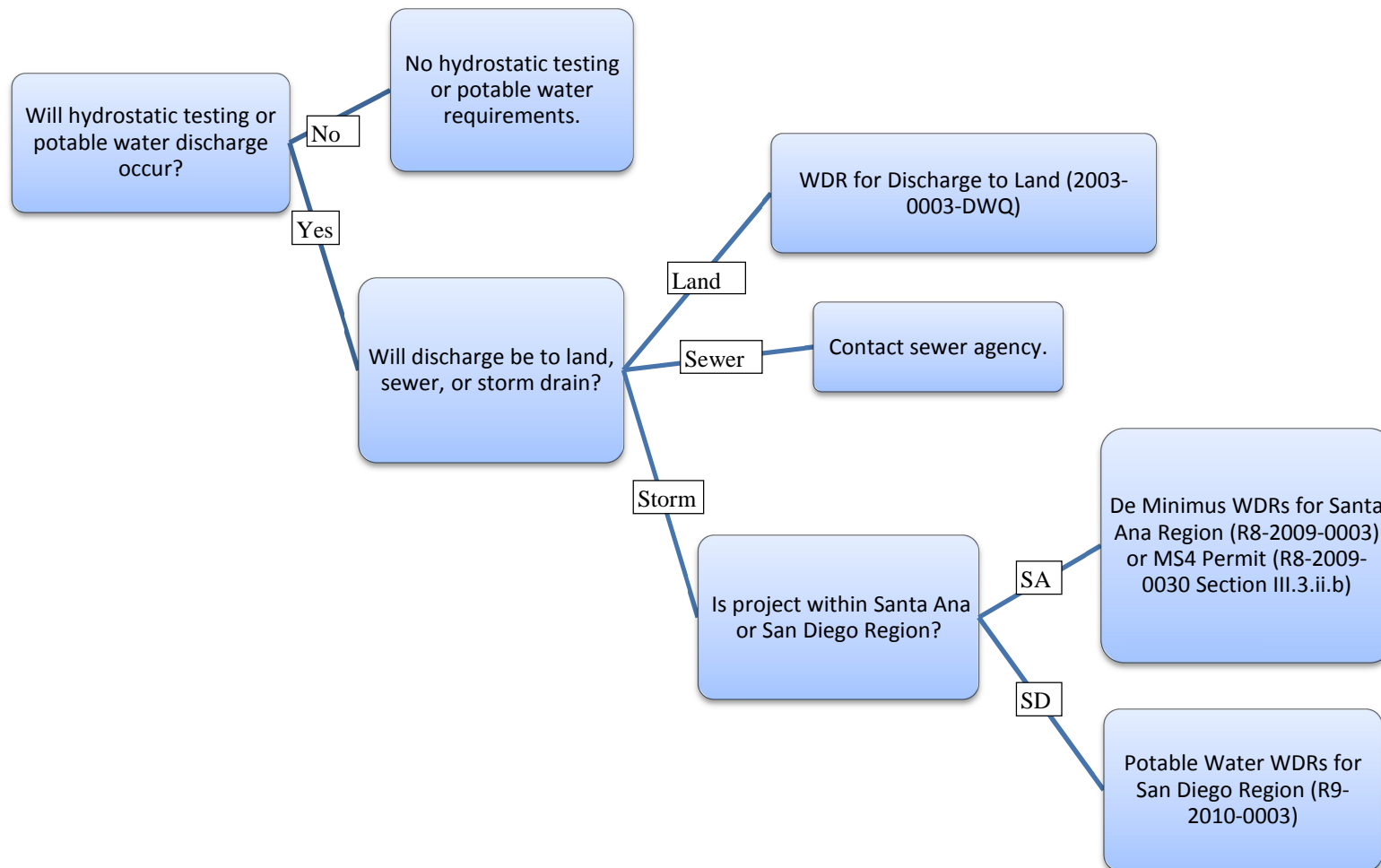
This appendix includes flowcharts for project owners or developers to quickly determine which permits are required for a particular project and a short description of each permit. For each project, follow the questions in each of the three flow charts to determine construction permitting and site management requirements. For example if a project is less than an acre, but requires dewatering, the reader should quickly understand that the CGP does not apply to them, but that they need to read more about dewatering permits.

To use this appendix, follow Steps 1-3 for each project. After following the steps, refer to Sections 2.1 and 2.2 for details on the specific permits and ordinances that may affect your project.

Step 1: Project Size



Step 2: Dewatering

Step 3: Hydrostatic Testing or Potable Discharge

Appendix B: Permit Descriptions

1. Construction General Permit (2009-0009-DWQ / CAS000002)

Note: This Section applies only to projects with greater than or equal to one acre of disturbed area.

In 2009, the State Water Resources Control Board (SWRCB) adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP).

The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

The following briefly summarizes the process for a construction project that is subject to the CGP:

- The project owner, Legally Responsible Person (LRP), is responsible for obtaining CGP coverage. Permit coverage is obtained by preparing and certifying the Permit Registration Documents (PRDs). PRDs must be uploaded and certified by the LRP in the SWRCB Storm Water Multi Application Report Tracking System (SMARTS, <https://smarts.waterboards.ca.gov/>).
- Each project subject to the CGP requires the services of a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP). These titles are defined in the CGP, Section VII.
- Each year an Annual Report must be submitted and certified in SMARTS. The reporting period is from August 1 to June 30 and Annual Reports are due on September 1.
- After construction is completed and the site fully complies with the final stabilization requirements of the CGP, the owner must terminate permit coverage through SMARTS.

2. MS4 Permit for Santa Ana Region (R8-2009-0030 / CAS618030)

In 2009, the Santa Ana Regional Board issued its fourth term MS4 permit, Order No. R8-2009-0030. This permit regulates stormwater discharge from municipal storm drain systems. The permit is issued to the County of Orange and the cities within the Santa Ana Region boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best

Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

3. MS4 Permit for San Diego Region (R9-2009-0002 / CAS0108740)

In 2009, the San Diego Regional Board issued its fourth term NPDES permit, Order No. R9-2009-0002. This permit regulates stormwater discharge from municipal storm drain systems. The permits issued to the County of Orange and the cities within the San Diego Region Boundary. The goal of the MS4 permit is to protect water quality by requiring the County and cities (collectively, the Co-Permittees) to implement a program to eliminate significant pollutant discharges from construction activities by requiring the implementation of appropriate Best Management Practices (BMPs) on all construction sites. BMPs are activities, practices, procedures, or devices implemented to avoid, prevent or reduce pollution of the municipal storm drain system and receiving waters.

4. WDRs for Discharge to Land (2003-0003-DWQ)

This permit, Order No. 2003-0003-DWQ, applies to projects that discharge to land where the discharge has a low threat to water quality. These are typically low volume discharges with minimal pollutant concentrations. The primary difference between this permit and the permits described in herein is the destination of the water. This permit regulates discharges to land, while the following two sections discuss discharges to storm drains or receiving waters. For instance, if a dewatering discharge will be piped to an infiltration basin during construction, this permit should be used.

5. De Minimis WDRs for Santa Ana Region (R8-2007-0041 / CAG918002 and R8-2009-0003 / CAG998001)

There are two permits within the Santa Ana Region that regulate dewatering discharges to a storm drain or receiving water. Order No. R8-2007-0041, NPDES No. CAG918002, regulates dewatering discharges in the San Diego Creek / Newport Bay watershed. And, Order No. R8-2009-0003, NPDES No. CAG998001, amended by R8-2012-0062, regulates dewatering discharges for the Santa Ana Region. Refer to the permit text for specific circumstances allowing projects to be covered under the region-wide permit even though it is located within the San Diego Creek / Newport Bay watershed.

Dischargers subject to the San Diego Creek / Newport Bay Permit (Order No. R8-2007-0041) formed a Working Group and funded the development of a Work Plan to develop a management plan for nitrate and selenium discharges to surface waters that result from groundwater-related inflows. If those entities that participate in the Working Group (refer to Order for enrollees list), can demonstrate that compliance with the numeric selenium effluent limitations identified in the Order is infeasible, the groundwater-related discharge is allowed provided that the Working Group implements the Work Plan in a timely manner and that the discharger fulfills its financial and participatory requirements established by the Group. For dischargers who are not participating in the Working Group and cannot comply with the numeric effluent limitations, the discharger must either not proceed with the planned discharge or must identify and participate in a program that assures that selenium discharges in excess of those allowed by the Order are offset on at least a one-to-one basis.

To obtain coverage under either of these permits, the general guidelines below should be followed:

Existing Dischargers

1. Submit an updated Notice of Intent (NOI) to continue discharging; and
2. A copy of the current Monitoring and Reporting Program along with any proposed treatment modifications.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the Nitrogen and Selenium Management Program (NSMP).

New Dischargers

At least 45 days (180 days if applying under Order No. R8-2007-0041) before the start of a new discharge, the Discharger needs to submit an application for coverage and obtain a letter of authorization from the Executive Officer for the dewatering discharge. The application needs to include:

1. A Notice of Intent (NOI) to be covered under the Order.
2. A site characterization study that identifies the presence of contaminated groundwater onsite (constituents of concern listed with the Orders), its properties, and a three-dimensional assessment of the extent of concentration of contaminants in the subsurface; which includes a description of the geologic and hydrologic factors that control the migration of the contaminants; and, if adjacent to a contaminated site, the Discharger has to evaluate the depth and flow rate of the extraction as well as the possibility of extracting the contaminated groundwater from the adjacent site.
3. A report including the following:
 - a. A list of constituents and the discharge concentration of each constituent from each source (See the Order for constituent of concern); and for coverage under Order No. R8-2007-0041 only, a chemical analysis of the untreated groundwater for organic pollutants using EPA method 8260B (See the Order for specific constituent testing and reporting requirements);
 - b. Estimated average and maximum daily flow rates in million gallons per day (mgd), the frequency and the expected start date and duration of the discharges;
 - c. Proposed discharge location(s) and the latitude and longitude of each discharge point;
 - d. A description of the proposed treatment system (if applicable);
 - e. The affected receiving water and a map showing the path from the point of initial discharge to the ultimate receiving water; and
4. Any other information deemed necessary by the Regional Board Executive Officer.

It should be noted that coverage under Order No. R8-2007-0041 requires several extra steps and it is highly recommended to review those requirements within the Order. Some of those additional items are:

1. An evaluation of selenium and nitrogen concentrations and the feasibility of meeting the numeric effluent limitations specified in the Order. The conclusion of which has varying impacts on coverage as specified in the Order;
2. A fixed hardness value for sites polluted with metals needs to be submitted for approval by the Regional Executive Officer as outlined in the Order; and
3. A description of run-on, interception and diversion of runoff.

Additionally, Order No. R8-2007-0041 should be reviewed by all parties as there are different and/or additional stipulations that need to be met based on enrollment status in the NSMP.

6. Dewatering Permit Outside of San Diego Bay for San Diego Region (R9-2008-0002 / CAG919002)

This permit, Order No. R9-2008-0002, applies to discharges of extracted groundwater to receiving waters or storm drains within the San Diego Regional Board jurisdiction (South of El Toro Road). To qualify for this permit, a laboratory analysis of the groundwater must show that the water quality is within the limits set by the permit. The permit requires sampling and analysis of dewatering discharges, and reporting to the Regional Board on a periodic basis.

7. Potable Water Discharges in Santa Ana Region (R8-2009-0003 / CAG998001)

The permit identified in Section 2. 1 for de minimus discharges, Order No. 2009-0003, is also the permit that applies to discharges of potable water during construction. This may include discharges of hydrostatic test water for pipes or tanks.

8. Potable Water Discharges in San Diego Region (R9-2010-0003 / CAG679011)

This permit, Order No. R9-2010-0003, regulates discharges of hydrostatic test water and/or potable water to storm drains or receiving waters in the San Diego Region, to all receiving waters except for San Diego Bay and its tributaries. Activities covered may include discharge from testing, repair and maintenance of pipelines, tanks and vessels dedicated to drinking water purveyance.

Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary

Background

The County of Orange conducted a field evaluation of five erosion control BMPs to evaluate their effectiveness in the field. A full copy of the Erosion Control Best Management Practices Field Evaluation (Study) may be found on the OC Watersheds website (http://www.ocwatersheds.com/documents/OCerosionControl_FINALReportJan07II.pdf), and a brief summary of the Study is provided here. The Study included development of a study plan, selection of an appropriate test site with soils and slopes commonly found in Orange County, selection of erosion controls for evaluation, study implementation, monitoring and maintenance of the test plots.

BMPs Selected

Four erosion control BMPs were selected for the Study:

- UltraTack- UltraTack is a low molecular weight polyacrylamide product. UltraTack is a spray on binder or tackifier, and is nontoxic to plant and animal life. UltraTack must be applied 24 hours prior to a storm event, and must be reapplied as needed, but generally every three months at a minimum.
- EarthGuard – EarthGuard is a high molecular weight polyacrylamide product. Earth Guard is a spray on binder and is nontoxic to plant and animal life. It is effective immediately, even when applied during a rain event, and may provide erosion control for up to three months.
- EarthGuard Fiber Matrix (recycled paper mulch and wood fiber mulch) – This BMP combines Earth Guard and fiber to form a matrix that provides erosion control for a full rainy season. The binder plus fiber harden after application to form a crust that protects soil from raindrop impact. Two types of EarthGuard fiber mulch were used; one consisting of 100% recycled paper mulch, and the other wood fiber mulch.
- Landscaping Mulch – The wood mulch tested for this study was a typical landscaping mulch made of shredded wood mulch and bark. Wood mulch helps reduce soil erosion by protecting bare soil from rainfall impact, increasing infiltration and reducing runoff.

Test Plots

A total of fifteen test plots were used in the Study, three for each of the BMPs selected. Each BMP was tested on a slope of 2% (flat slope), 5% (mild slope) and 50%. Each test plot was approximately 25 feet by 100 feet, with flow in the long direction.

Test Period

Each of the test plots was observed over the course of the 2004-2005 wet season. Observations of the performance of each type of control were made before and after forecast events, as well as once per month. The condition of each test plot and the location and mechanism of any failures were documented, along with evidence of erosion and unraveling of erosion control materials.

Findings

The 2004-2005 water year was one of the wettest on record, with the Study site receiving over twice the normal amount of precipitation for the area. The relative performance of the selected erosion controls was evaluated qualitatively using the results of the visual monitoring. BMPs were considered to have “failed” when rilling or similar evidence of erosion became visually apparent. In general, the hydro mulches outperformed the binders; whereas landscape mulch performed best on all slopes. The binders and hydro mulches did not hinder growth of volunteer vegetation. Although seed mix was not added to the controls, new vegetation was observed on all test plots except for the landscape mulch.

Recommendations

The Study provides erosion control recommendations based on the findings of the Study (see **Table C-1**). These recommendations are based on appropriate slope, application rate, duration of effectiveness, application methods, inspection requirements and costs

Table C-1: Recommendations from the Erosion Control Best Management Practices Field Evaluation

EC Control	Amount Rain / Duration ¹		Appropriate Site Applications	Application Methods	Inspection Requirements	Costs
	Flat Area (< 5%)	Slope Area (> 5%)				
PAM (low weight)	1"; 1 storm	Not recommended	Temporary, single storm event; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	\$1.30 – \$5.50 / lb (material cost only)
PAM (high weight)	< 2"; 2+storm	1"; 2+ storm	Temporary, two storm events; cohesive soils; slope length<500 feet	Dissolve in water, 20 lbs. per 2000 gallons, per acre	After each rain event	\$1.30 – \$5.50 / lb (material cost only)
Wood Hydro-mulch ²	<12"; 1 season	<12"; 1 season	Steep slopes, steeper than 3:1; high erosion potential slopes; slopes where anchored mulch is needed; disturbed areas where plants slow to develop; stockpiles; slopes adjacent to ESAs	3,000 lb / acre to 4,000 lb / acre based on the manufacturer's recommendation, 12-24 hours to dry and become effective	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the non-rainy season (nrs)	\$6,000 per acre
Landscape Mulch ³	< 12"; 1 season	< 12"; 1 season	Flat areas, steep slopes, cohesive soils	Distribute by hand or use pneumatic methods, 2-3- inch depth (thickness) per CASQA guidance	Prior to forecast rain, daily during extended rain events, after rain events, weekly during the rainy season, and at two-week intervals during the nrs	\$4,000 per acre

¹ When used per manufacturer recommendations.

² When used with a high-weight binder. Hydro mulch consisting only of paper fiber is not recommended. Wood hydro mulch may not contain more than 25% paper fiber.

³ Tested at about 5-inch depth (thickness).

Table of Contents

1	Introduction and Overview	1
1.1	Introduction	1
1.2	Overview	1
2	Regulatory Requirements.....	2
2.1	State and Regional Permit Requirements.....	2
2.2	Local Agency Requirements	5
2.2.1	Local Grading Code	5
2.2.2	Local Water Quality Ordinance	5
3	Best Management Practices (BMPs)	7
3.1	BMP Overview Diagram.....	7
3.2	Minimum Site BMP Requirements	9
3.3	CASQA BMP Handbook	10
3.4	BMP Directory	10
3.4.1	Erosion Control (EC)	10
3.4.2	Sediment Control (SE).....	14
3.4.3	Wind Erosion Control (WE).....	17
3.4.4	Tracking Control (TC)	18
3.4.5	Non-Stormwater Management (NS).....	19
3.4.6	Waste Management and Materials Pollution Control (WM).....	20
3.4.7	Inspection and Maintenance Frequency Summary	25
4	References	26
5	Glossary	27
	Appendix A: Permit Determination Flowcharts	31
	Appendix B: Permit Descriptions	34
	Appendix C: Erosion Control Best Management Practices Field Evaluation – Summary.....	38

Figures

Figure 1:	Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue)	3
Figure 2:	Typical Construction Site BMPs (Graphic provided by the City of San Clemente)	8

Tables

Table 1:	Summary of State and Regional Permits that May Affect Construction Projects in Orange County	4
Table 2:	Allowed and Prohibited Discharges.....	6
Table 3:	Physical / Vegetative Stabilization BMPs	11
Table 4:	Concentrated Flow Erosion Control BMPs	13
Table 5:	Perimeter / Linear Control BMPs	14
Table 6:	Storm Drain Inlet Protection BMPs.....	15
Table 7:	Sediment Capture BMPs.....	16
Table 8:	Street Cleaning BMPs.....	17
Table 9:	Wind Erosion Control BMPs.....	17
Table 10:	Tracking Control BMPs.....	18
Table 11:	Non-Stormwater Management BMPs.....	19
Table 12:	Materials Pollution Management BMPs	21
Table 13:	Waste Management BMPs.....	22

1 Introduction and Overview

1.1 Introduction

This Construction Runoff Guidance Manual (Manual) is intended to enable applicants for building or grading permits to understand and comply with the regulatory requirements for creek, river, stream and coastal water protection during the construction phase of new development and significant redevelopment projects. Project owners and developers should be able to use this Manual as a guide to understand which permits and ordinances apply to their construction project. Contractors should be able to use this Manual as a guide to the Best Management Practices (BMPs) typically needed to be implemented at a construction site to ensure compliance with the Construction General Permit (CGP) and local ordinances.

1.2 Overview

The goal of this Manual is to provide useful, succinct information to enable contractors to control pollutant discharges from construction sites. Activities and materials used on a construction site may be a source of pollutants, including but not limited to sediment, concrete and grout; paints, lacquers, and primers; herbicides and pesticides; soaps and detergents; wood preservatives; equipment fuels, lubricants, coolants, and hydraulic fluids; and cleaning solvents. Water from construction sites can be a major transporter of these pollutants, which can leak from heavy equipment, be spilled, or can be eroded by rain from exposed soil or stockpiles. Once released, they can be transported into the receiving waters of the County of Orange (Orange County or “the County”), where they may enter aquatic food chains and cause fish toxicity problems, contribute to algal blooms, impair recreational uses, and degrade drinking water sources.

2 Regulatory Requirements

2.1 State and Regional Permit Requirements

Construction activity in Orange County is subject to regulation by both the Santa Ana and the San Diego Regional Water Quality Control Boards (Regional Boards or RWQCBs). The Regional Boards are responsible for implementing the Clean Water Act and the California Porter-Cologne Act. The boundary between the two Regional Board jurisdictions approximately follows El Toro Road in Lake Forest, separating the Santa Ana Region (Regional Board 8 or RB8) (north of El Toro Road) from the San Diego Region (Regional Board 9 or RB9) (south of El Toro Road). While some of the permits listed in Table 1 are issued statewide by the State Water Resources Control Board (State Board or SWRCB) and implemented throughout the state by the Regional Boards, other permits, like dewatering or de minimus permits, are issued and implemented on a Region-by-Region basis. Additionally, the Regional Boards issue Municipal Separate Storm Sewer System (MS4) Permits to the County and cities, which include additional requirements for managing construction sites.

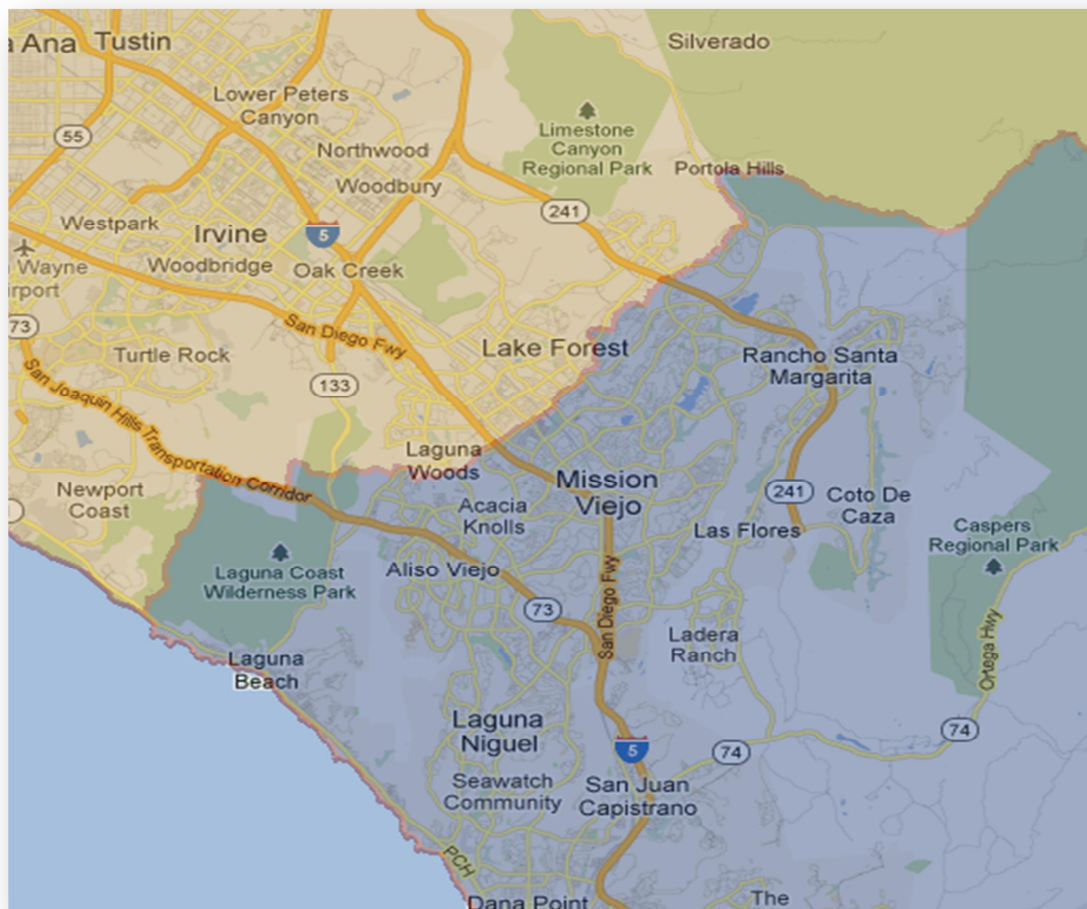


Figure 1: Map of Boundary between Santa Ana Regional Board (Yellow) and San Diego Regional Board (Blue)

Table 1 includes a list of all State or Regional permits related to runoff water quality that may apply to construction projects in Orange County. To determine which, if any, of these permits affect your construction project, go to Appendix A and follow the three flow charts. Appendix B includes a brief summary of each permit shown in Table 1. A list of web links for each permit is included in the Reference section at the end of this Manual.

Table 1: Summary of State and Regional Permits that May Affect Construction Projects in Orange County

	Order Number / NPDES Number	Permit Name	Affected Area
CGP	2009-0009-DWQ/ CAS000002	National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit)	Statewide
MS4	R8-2009-0030/ CAS618030	Waste Discharge Requirements for the County of Orange, Orange County Flood Control District and The Incorporated Cities of Orange County within the Santa Ana Region (MS4 Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2009-0002/ CAS0108740	Waste Discharge Requirements for Discharges of Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watershed of the County of Orange, The Incorporated Cities of Orange County, and The Orange County Flood Control District Within the San Diego Region (MS4 Permit for San Diego Region)	San Diego Region within Orange County
Discharge To Land	2003-0003-DWQ	Statewide General Waste Discharge Requirements (WDRs) for Discharges to Land with a Low Threat to Water Quality (WDR for Discharge to Land)	Statewide
Groundwater Dewatering	R8-2007-0041/ CAG918002	General Discharge Permit for Discharges to Surface Waters of Groundwater Resulting from Groundwater Dewatering Operations and/or Groundwater Cleanup Activities at Sites within the San Diego Creek / Newport Bay Watershed Polluted by Petroleum Hydrocarbons, Solvents, Metals and/or Salts (Dewatering Permit for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2008-0002/ CAG919002	Discharges of Extracted Groundwater to Surface Waters Except for San Diego Bay (Dewatering Permit outside of San Diego Bay for San Diego Region)	San Diego Region within Orange County
Potable Water	R8-2009-0003/ CAG998001	General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality (De Minimus WDRs for Santa Ana Region)	Santa Ana Region within Orange County
	R9-2010-0003/ CAG679011	General NPDES Waste Discharge Requirements for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems within the San Diego Region (Potable Water WDRs for San Diego Region)	San Diego Region within Orange County

In 2009, the SWRCB adopted Order No., 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, NPDES No. CAS000002 (Construction General Permit or CGP). The CGP requires that construction sites with one acre or greater of soil disturbance or less than one acre but part of a greater common plan of development apply for coverage for discharges under the CGP by submitting Permit Registration Documents (PRD) for coverage, developing a stormwater pollution prevention plan (SWPPP), implementing BMPs to address construction site pollutants and complying with the monitoring requirements of the CGP.

The County's and cities' construction site requirements are coordinated with, but separate from the CGP. The CGP applies regardless of whether a construction site discharges directly to receiving waters or to a municipal storm drain system. Inspections of construction sites by the County / cities (for MS4 permit compliance) or by Regional Board staff (for CGP compliance) are separate and carry different enforcement actions / mechanisms.

More details regarding the CGP and other State and Regional permits can be found in Appendix A.

2.2 Local Agency Requirements

Each city, as well as the County of Orange, has a Municipal Code that establishes requirements for erosion and sediment control on grading projects. All project owners must meet the requirements of the applicable code prior to, during, and after construction. Additionally, through the MS4 Permits listed in Table 1 and described in Appendix B, each city or the County is responsible for periodic inspections of construction sites within its boundaries. (All project owners must allow city or County inspectors onto the project site for these inspections.)

2.2.1 Local Grading Code

The Grading Code sets the rules and regulations for grading operations including operations preparatory to grading on private property. In addition to other requirements, the Grading Code requires that a project owner, developer or contractor prepare erosion control plans (ECPs), obtain a grading permit, and implement and maintain erosion and sediment control BMPs. Refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal grading code.

2.2.2 Local Water Quality Ordinance

The County and cities in Orange County have adopted Water Quality Ordinances for the purpose of improving water quality and compliance with NPDES permit requirements and for the control of urban pollutants. The Water Quality Ordinances are part of their municipal codes and are, in effect, laws that contractors are required to comply with. Non stormwater discharges to the municipal storm drain system are prohibited unless covered by a discharge exception. Prohibited non-stormwater discharges include wastewater from concrete truck washing, paint equipment cleaning, spill cleanup, etc. (See Table 3). Please refer to the appropriate city or County website and/or Public Works Department for the full text of the municipal water quality ordinance.

Table 2: Allowed and Prohibited Discharges

Allowed	Prohibited (not allowed)
<ul style="list-style-type: none"> ▪ Discharges composed entirely of stormwater ▪ Projects permitted under the CGP may be authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: <ul style="list-style-type: none"> A. fire hydrant flushing, B. irrigation of vegetative erosion control measures (only in Region 8), C. pipe flushing and testing, D. water to control dust, and E. uncontaminated ground water from dewatering. <p>Consult a construction stormwater professional to review the specific conditions.</p> ▪ Discharges that are authorized by a De Minimus or Dewatering permit. 	<ul style="list-style-type: none"> ▪ Trash / debris / litter ▪ Concrete waste ▪ Sanitary waste ▪ Fuel or oil (Dumping, Spills, or Leaks) ▪ Non-stormwater discharges to the municipal storm drain system or receiving water (unless covered by an NPDES Permit, such as CGP or De Minimus) ▪ Projects in Region 9 permitted under the CGP are not authorized to discharge non-stormwater discharges including dechlorinated potable water sources such as: <ul style="list-style-type: none"> F. irrigation of vegetative erosion control measures

3 Best Management Practices (BMPs)

Best Management Practices (BMPs) collectively refer to a variety of pollution prevention controls implemented throughout the project site at various times of the project. BMPs discussed herein are specifically aimed to control pollution in stormwater runoff during the construction phase of the project. The major construction BMP categories can be broken down into

- Erosion Control (EC)
- Sediment Control (SE)
- Wind Erosion Control (WE)
- Tracking Control (TC)
- Non-Stormwater Management (NS)
- Waste Management and Materials Pollution Control (WM)

These BMPs will be discussed in detail throughout the remainder of this section. Permanent post-construction BMPs are not addressed in this document. Post construction BMP requirements are detailed in the Model Water Quality Management Plan (WQMP) as required by the MS4 Permits of either the Santa Ana Region or San Diego Region.

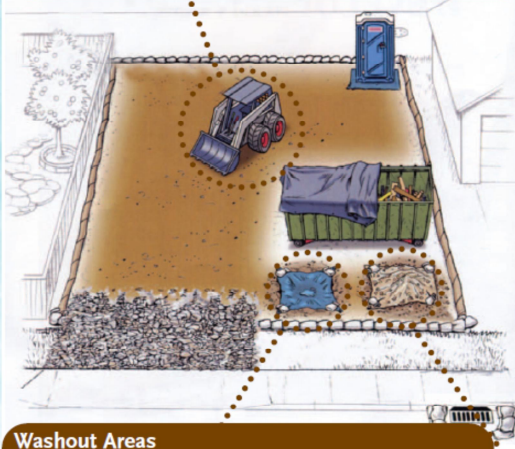
3.1 BMP Overview Diagram

The BMPs that are commonly used on construction sites are shown in Figure 2.

Best Management Practices for Construction Sites

Earthmoving Equipment

All earthmoving equipment must be stored onsite. Drip pans must be placed under equipment not in use, and maintenance must be conducted onsite instead of in the street. Any leaks should be cleaned up and repaired immediately.



Washout Areas

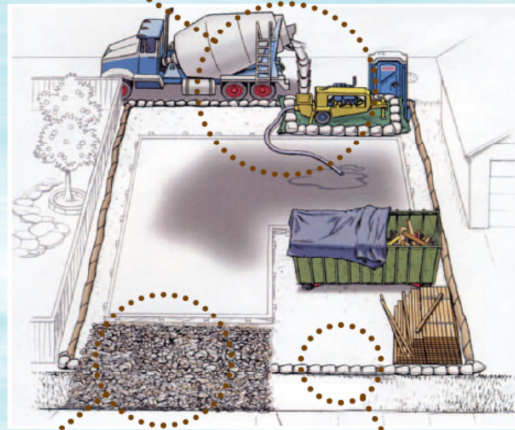
Disposal of "wet" construction materials should be handled in the washout area. This includes paint, stucco, and concrete. Use a plastic-lined pit to collect and contain liquids and prevent runoff into the street and gutter. The washout area must be checked and maintained daily to ensure compliance. Washout material must be disposed of properly.

Dirt and Grading

Stockpiled dirt and gravel must be stored onsite and covered. Dust control shall be maintained throughout all phases of construction. During the rainy season (October 1 – April 30) additional gravel, bags, tarps, and visqueen must be stored onsite for emergency repair.

Concrete Trucks/Pumpers

Pumpers must be surrounded by perimeter controls, such as gravel bags, sandbags, and straw wattles. Tarps also must be placed beneath concrete pumpers at all times to prevent spills into the street and sidewalk. Residual materials must be cleaned up as well. Trucks and pumpers are required to clean out in the washout area, not in the street, catch basin or a wheelbarrow.



Perimeter Controls

Gravel bags, silt fences and straw wattles are acceptable perimeter controls and must be used to control site run-on and runoff. Avoid running over perimeter controls with vehicles or heavy equipment, as they can damage the materials. Keep extra absorbent materials and/or a wet/dry vacuum onsite to quickly pick up spills. Sites must be checked and maintained daily.

Tracking Controls

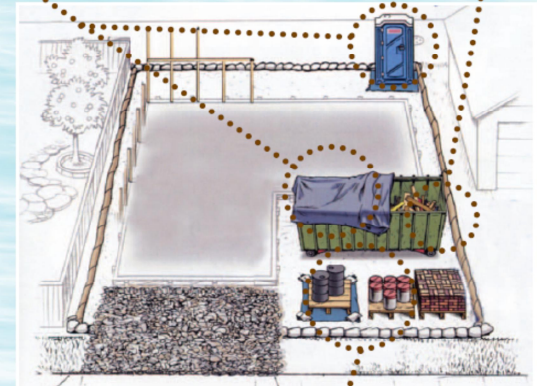
All entrances/exits on the site must have coarse gravel (1" to 3" angular material) and/or steel shaker plates to limit offsite sediment tracking. Hand or mechanical sweeping must also be used as needed to clean up any material that gets tracked offsite.

Dumpsters and Portable Toilets

Dumpsters must be covered with a tarp at the end of each work day and area around dumpster must be kept clean. Dumpsters must be located onsite unless an Encroachment Permit is obtained for placement in street. Portable toilets must have drip pans and be placed onsite so that any spills do not discharge offsite.

Building Materials/Staging Areas

Construction materials (including landscape materials) must be stored onsite. Building materials must be covered when not in use to prevent runoff caused by wind or rain.



Liquid Storage

Paints, solvents, fuel and other liquids stored onsite must be contained and covered. It is illegal for contractors to wash out or dump liquid waste or residue in the street, storm drain or sewer. Use washouts or hazardous material drums to contain liquid waste and residue and dispose of this material properly.

Figure 2: Typical Construction Site BMPs (Graphic provided by the City of San Clemente)

3.2 Minimum Site BMP Requirements

The following requirements are for deployment of selected construction BMPs and apply year-round (not just during the rainy season) to all projects.

- A. Pollution prevention where appropriate.
- B. Development and implementation of a site specific run-off management plan.
- C. Minimization of areas that are cleared and graded to only the portion of the site that is necessary for construction.
- D. Minimization of exposure time of disturbed soil areas.
- E. Minimization of grading during the wet season and correlation of grading with seasonal dry weather periods to the extent feasible.
- F. Limitation of grading to a maximum disturbed area as determined by the County / city before either temporary or permanent erosion controls are implemented to prevent stormwater pollution. The County / city has the option of temporarily increasing the size of disturbed soil areas by a set amount beyond the maximum, if the individual site is in compliance with applicable stormwater regulations and the site has adequate control practices implemented to prevent stormwater pollution.
- G. Temporary stabilization and reseeded of disturbed soil areas as rapidly as feasible.
- H. Non-stormwater management measures to prevent illicit discharges and control stormwater pollution sources.
- I. Erosion Control BMPs shall be implemented.
- J. Wind erosion control BMPs (dust control) shall be implemented.
- K. Sediment control BMPs shall be implemented at all appropriate locations along the site perimeter, at all operational storm drain inlets and at all non-active slopes.
- L. Tracking control BMPs to control off-site sediment tracking shall be implemented and maintained.
- M. Waste management and materials pollution control BMPs shall be implemented to prevent the contamination of stormwater by construction wastes and materials.
- N. Non-stormwater BMPs shall be implemented to reduce or prevent the contamination of stormwater from construction activities.
- O. Weather tracking: projects shall monitor the National Weather Service (www.weather.gov) probability of precipitation. When a rain event is predicted (forecast predicts a greater than 50% probability of precipitation), the project must be inspected and BMPs must be maintained or deployed as needed to protect the project from discharging pollutants. (CGP projects only)
- P. BMP failures must be repaired or replaced with an acceptable alternate as soon as it is safe to do so. Repairs or replacements must result in an adequate BMP, or additional BMPs should be installed to provide adequate protection.

- Q. Active exposed areas: Sufficient materials needed to install standby erosion and sediment control BMPs necessary to protect all active exposed areas from erosion and to reduce or prevent sediment discharges shall be stored on site. The total active exposed area shall not exceed that which can be adequately protected by deploying standby erosion control and sediment control BMPs prior to a predicted rain event.
- R. Inactive exposed areas: All exposed areas not being actively worked in shall be protected from erosion with temporary or permanent BMPs (erosion and sediment control). The ability to deploy standby BMP materials is not sufficient for these areas; erosion and sediment control BMPs must actually be deployed.
- S. Completed areas: Areas that have already been protected from erosion using permanent erosion control BMPs (physical or vegetation) are not considered “exposed”. Deployment of permanent erosion control BMPs should commence as soon as practical on completed areas.
- T. Preservation of natural hydrologic features where feasible.
- U. Preservation of riparian buffers and corridors where feasible.
- V. Evaluation and maintenance of all BMPs, until removed.
- W. Retention, reduction, and proper management of all stormwater pollutant discharges on site to the Maximum Extent Practicable (MEP) standard.

3.3 CASQA BMP Handbook

The California Stormwater Quality Association (CASQA) has prepared a handbook providing details about all of the recommended BMPs. The current version of this handbook is the CASQA Best Management Practice Handbook, Construction, 2009 Edition. A membership to CASQA can be obtained at www.casqa.org. Access to the BMP Fact Sheets referenced in this section is included with the CASQA membership. The Handbook contains six major categories of BMP fact sheets with guidelines on how to select each BMP. The six categories include: Erosion Control (EC), Sediment Control (SE), Wind Erosion Control (WE), Tracking Control (TC), Non-Stormwater Management (NS), and Waste Management and Materials Pollution Control (WM).

These categories of BMPs and their applicability are discussed in the following sections.

3.4 BMP Directory

In order to meet the requirements of the Permits and Ordinances mentioned in Section 2, BMPs must be selected, installed, and maintained properly throughout the duration of construction projects. BMPs must be discussed with all project contractors, subcontractors, and any party involved, because education is the most important BMP.

3.4.1 Erosion Control (EC)

Erosion control BMPs focus on preventing soil from being eroded by stormwater and potentially discharged from the construction site. Erosion control is more effective than sediment control for reducing sediment discharge. However, a combination of both erosion control and sediment control is required to effectively reduce sediment discharge. This section highlights the most common erosion control BMPs for construction projects.

APPENDIX F

GEOTECHNICAL REPORT

Geotechnical Evaluation

Country Hills Subdivision Pavement and Water Connection Rehabilitation Project Capital Improvement Project No. 7322 Brea, California

BKF Engineers

4675 MacArthur Court, Suite 400 | Newport Beach, California 92660

September 14, 2020 | Project No. 211363001



Geotechnical | Environmental | Construction Inspection & Testing | Forensic Engineering & Expert Witness

Geophysics | Engineering Geology | Laboratory Testing | Industrial Hygiene | Occupational Safety | Air Quality | GIS

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

Geotechnical Evaluation

Country Hills Subdivision Pavement and Water Connection
Rehabilitation Project
Capital Improvement Project No. 7322
Brea, California

Ms. Sheila Amparo

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4675 MacArthur Court, Suite 400 | Newport Beach, California 92660

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CONTENTS

1	INTRODUCTION	1
2	SCOPE OF SERVICES	1
3	SITE DESCRIPTION AND PROPOSED CONSTRUCTION	2
4	SUBSURFACE CONDITIONS AND LABORATORY TESTING	2
5	CONCLUSIONS	3
6	RECOMMENDATIONS	4
6.1	Pavement Improvements	4
6.1.1	Material Specifications	6
6.2	Earthwork	7
6.2.1	Pre-Construction Conference	7
6.2.2	Site Preparation	7
6.2.3	Excavation Characteristics	7
6.2.4	Temporary Excavations	7
6.2.5	Excavation Bottom Stability	7
7	CONSTRUCTION OBSERVATION	8
8	LIMITATIONS	8
9	REFERENCES	10

TABLES

1 – Existing Pavement Section Thicknesses and Subgrade Material	3
2 – Removal and Reconstruction Recommendations	5
3 – Grind and Overlay Recommendations	6

FIGURES

1 – Site Location
2 – Pavement Condition Survey
3 – Regional Geology
4 – Boring Locations Survey

APPENDICES

A – Boring Logs
B – Laboratory Test Results

1 INTRODUCTION

In accordance with your request and authorization, we have performed a geotechnical evaluation of the existing pavement for the Country Hills Subdivision Pavement and Water Connection Rehabilitation Project (Capital Improvement Project [CIP] No. 7322) in the city of Brea, California. We understand that City of Brea is considering pavement restoration/rehabilitation within the Country Hills Subdivision consisting of various pavement treatments (Figure 1). The purpose of this study was to assess the condition of the existing pavement from a geotechnical perspective and to provide repair alternatives. Our study was conducted in general accordance with the scope of services presented in our proposal dated December 23, 2019. This revised report presents our updated pavement recommendations based on a traffic index of 6.0.

2 SCOPE OF SERVICES

The scope of our geotechnical services included the following:

- Project planning and coordination with subcontractors, BFK Engineers, and City of Brea personnel.
- Review of readily available background data, including in-house geotechnical data, published geotechnical literature, aerial photographs, geologic maps, and project-related reports and plans provided by the client.
- A field reconnaissance with BFK Engineers and City of Brea personnel to observe and document the existing site conditions and reevaluate the Pavement Condition Index (PCI) ranges presented in the 2018 Pavement Management Plan (Bucknam Infrastructure Group [BFI], 2019).
- Mark-out the proposed boring locations for utility clearance by Underground Service Alert.
- Acquisition of a City of Brea encroachment permit to drill within the city's right-of-way.
- Subsurface exploration consisting of coring, drilling, logging, and sampling of twelve (12) small-diameter borings up to depths of approximately 6½ feet below the existing ground surface. The borings were logged by a representative from Ninyo & Moore and asphalt and soil samples were collected for laboratory testing. The borings were backfilled with sand and capped with concrete.
- Geotechnical laboratory testing of representative soil samples, including evaluation of in-situ moisture and dry density, gradation, Atterberg limits, direct shear strength, R-value, and corrosivity.
- Data compilation and engineering analysis of the information obtained from our background review and site reconnaissance.
- Preparation of this geotechnical report presenting our findings, conclusions, and recommendations pertaining to the project.

3 SITE DESCRIPTION AND PROPOSED CONSTRUCTION

The project is located within the Country Hills Subdivision in the city of Brea, California (Figure 1). The Country Hills Subdivision is a residential area with single-family residential properties with streets that consist of several “loop and lollipops”. The streets are surfaced by asphalt concrete (AC) and bordered with Portland cement concrete (PCC) gutters and sidewalks. The streets are generally two-way streets with parking lanes on each side. Several underground utilities exist within the roadways including water, gas, sewer, and communication lines. In general, the site terrain consists of a southwestern descending slope with elevations ranging from approximately 480 to 380 feet above Mean Sea Level (MSL) (United States Geological Survey, 2018).

Based on our understanding, preliminary pavement rehabilitation strategies may include slurry seal, grind and overlay, and removal and reconstruction (R/R) of the existing pavement at select locations. The AC at the site exhibit several distress features ranging in severity, which include, but are not limited to, alligator cracking, potholes, longitudinal and transverse cracking, and heaving. The PCI ranges presented by BFI were reevaluated by the BKF and City of Brea personnel. The PCI survey ranges from very poor to very good conditions. The PCI at the site is presented on Figure 2. Based on our discussion with BKF Engineers, the new pavement rehabilitation is based on a traffic index (TI) of 6.0.

4 SUBSURFACE CONDITIONS AND LABORATORY TESTING

Review of referenced geologic maps (Morton, D.M., and Miller, F.K., 2006) indicates that the alignments are generally underlain by Middle to Early Pleistocene-aged alluvial fan deposits comprised of silt, sand, gravel, and conglomerate, and Pleistocene-aged La Habra Formation consisting of nonmarine mudstone, fluvial sandstone, and conglomerate (Figure 3).

Subsurface exploration at the site was performed on March 11 and 12, 2020, and consisted of the drilling, logging, and sampling of twelve small-diameter borings (B-1 through B-12) to depths up to 6½ feet. The borings were drilled using a truck-mounted drill rig utilizing hollow stem augers. The borings were logged by a representative from our firm. The purpose of the borings was to evaluate the subsurface soil conditions and collect bulk samples for laboratory testing.

The materials encountered in our subsurface exploration consisted of AC, aggregate base (AB), fill, alluvium, and La Habra Formation. The AC over AB ranged from approximately 3 to 5 inches of AC over approximately 3 to 9 inches of AB. Fill was encountered with varying thicknesses underlying the pavement section in borings B-1, B-3 through B-5, B-7 through B-12. Alluvium was encountered underlying the pavement section in borings B-2 and B-6. Underlying the fill, we encountered La Habra Formation in borings B-4, B-5, and B-7. Table 1 presents a summary of

the pavement section thicknesses and general subgrade materials encountered. The approximate locations of the exploratory borings are presented on Figures 4.

Boring No.	Location	AC (inches)	AB (inches)	Subgrade Material (USCS)
B-1	Heartwood Circle	4	7	sandy CLAY (CL)
B-2	Rimview Lane	3½	4	SILT (ML)
B-3	Stony Lane	4	5	silty SAND (SM)
B-4	Chelsea Court	3	3	La Habra Formation
B-5	Wildflower Circle	3	7	lean CLAY (CL)
B-6	Wandering Lane	3½	5	sandy CLAY (CL)
B-7	Foothill Lane	3½	6	La Habra Formation
B-8	Arbor Circle	3	3	sandy CLAY (CL)
B-9	Branch Lane	5	2	sandy CLAY (CL)
B-10	Rainbow Lane	4	4	sandy CLAY (CL)
B-11	Carrotwood Drive	5	9	sandy CLAY (CL)
B-12	Country Hills Road	4	5	clayey SAND (SC)

Notes:
AC – Asphalt Concrete
AB – Aggregate Base
USCS – Unified Soil Classification System

5 CONCLUSIONS

Based on our evaluation, it is our opinion that the proposed improvements for the subject streets are feasible from a geotechnical perspective, provided the recommendations presented in this report are incorporated into the design and construction of the project. Our conclusions are based on the findings of this evaluation and are as follows:

- The site materials encountered consisted of AC, AB, shallow fill, alluvium, and La Habra Formation. The AC ranged from approximately 3 to 5 inches in thickness. The AB encountered was ranged from approximately 3 to 9 inches in thickness. The fill and alluvium encountered beneath our boring locations consisted of brown, moist, hard, sandy to lean clay to the total depth explored of approximately 6.5 feet.
- Groundwater was not encountered up to the total depth explored of approximately 6.5 feet. However, fluctuations in the groundwater level may occur as a result of variations in seasonal precipitation, irrigation practices, and other factors.
- Our analysis indicates that the existing pavement on some of the roadways are under-designed based on a TI of 6.0. However, portions along these alignments were observed to be performing adequately with little to no cracking typically associated with subgrade failure.
- The existing on-site soils are suitable for re-use as compacted fill provided unsuitable debris, if present, is removed prior to re-compaction in areas to be removed and reconstructed.
- Based on our limited corrosivity testing, the on-site soils are not considered corrosive based on the California Department of Transportation (Caltrans) Guidelines (2018).
- Existing utilities and structures are present along the project alignment that will involve protection in-place during construction. The contractor should take care to keep from damaging and/or undermining the utilities and adjacent structures.

6 RECOMMENDATIONS

The recommendations presented in the following sections provide general geotechnical criteria for the pavement restoration/rehabilitation for the site. As stated previously, the existing pavement thicknesses are under-designed to meet the new traffic load demand. The pavements are exhibiting several distress and distortion features ranging in severity. The distortion observed included alligator cracking, potholes, edge cracking, longitudinal and transverse cracking. In general, we recommend that the areas with alligator cracking, rutting, potholes, and edge cracking be subject to R/R. These types of distortion are typically associated with subgrade failure. The site also has other areas that exhibited these conditions. Areas that will be subject to grind and overlay may be subject to reflective cracking, especially in areas where distortion as mentioned previously are present before placement of new AC. However, we understand that, due to budgetary restrictions, the City may elect to reduce the limits of the recommended R/R. An additional site walk should be performed with the City to discuss the limits presented herein. These recommendations are based on our evaluation of the site geotechnical conditions and our understanding of the planned improvements.

6.1 Pavement Improvements

In order to reduce the amount of overexcavation needed to provide the appropriate pavement design thickness using either AC over AB or full depth AC, we also evaluated grind and overlay options for pavement sections with overlays consisting of gap graded rubberized hot mix asphalt (RHMA-G), new hot mix asphalt (HMA), or fiber reinforced HMA. The pavement designs are based on our evaluation of existing pavement sections, the subgrade soil conditions, and our laboratory testing.

The R-value characteristics of the subgrade soils were evaluated from representative soil samples obtained from the exploratory borings. Laboratory R-value testing indicates that the R-value of the materials encountered in our borings range from 10 to 43. Our analysis was performed using an R-Value of 10 and 34 for subgrades consisting of clayey and granular materials, respectively, and a TI of 6.0. We used the methodology outlined by the Highway Design Manual (Caltrans, 2020a), and the computer software programs CalME Version 3 (Caltrans, 2020b). The pavement analysis assumes an approximately 20-year design life.

Based on the design R-values and TI, recommendations for new pavement sections consisting of new AC over AB and full depth HMA are presented in Table 2. In addition, Table 2 presents the overexcavation needed in order to maintain the existing roadway surface elevation with the new pavements sections. Additional HMA may be needed in order to achieve existing elevation prior to AC/AB removal. Table 3 presents our grind and overlay recommendations. We evaluated

overlay options using a grind depth that left approximately 2 inches of the existing AC, per Caltrans guidelines. The three overlay options presented include RHMA-G over new HMA, new HMA, and fiber reinforced HMA. We recommend that the fiber reinforced HMA such as Forta-Fi by Forta®, or equivalent, be prepared by a specialty contractor to meet the project objectives if this design alternative is selected. Furthermore, we recommend that a specialty contractor experienced with placing fiber reinforced HMA be retained. It should be noted that if the existing crown thickness are reduced in Option 1 or 3, additional RHMA or fiber reinforced AC may be needed to achieve existing elevations prior to grinding, respectively.

In order to provide the recommended overlay thickness, the crown thicknesses would be increased using either overlay option to provide a 20-year design life. However, we understand that, due to the budgetary constraints, a cost-effective overlay alternative consisting of overlay thicknesses less than that recommended may be utilized. However, this will result in a design life that is shorter than the recommended 20 years. Factors such as existing grade/drainage conditions, construction constraints, and economic considerations should be considered in selecting the appropriate pavement alternative.

Table 2 – Removal and Reconstruction Recommendations

Boring No.	Existing AC over AB (inches)	Recommended AC over CAB or CMB (inches)	Excavation Needed to Maintain Existing Elevation for New AC over CAB or CMB (inches)	Recommended Full Depth AC (inches)	Excavation Needed to Maintain Existing Elevation for new Full Depth AC (inches)
B-1 ¹	4 over 7	3.5 over 11.5	4.0	-	-
B-2 ²	3.5 over 4	3.5 over 6.0	2.0	7.5	0.0
B-3 ²	4 over 5	3.5 over 6.0	0.5	7.5	-1.5
B-4 ²	3 over 3	3.5 over 6.0	3.5	7.5	1.5
B-5 ¹	3 over 7	3.5 over 11.5	5.0	-	-
B-6 ¹	3.5 over 5	3.5 over 11.5	6.5	-	-
B-7 ²	3.5 over 6	3.5 over 6.0	0.0	7.5	-2.0
B-8 ¹	3 over 3	3.5 over 11.5	9.0	-	-
B-9 ¹	5 over 2	3.5 over 11.5	8.0	-	-
B-10 ¹	4 over 4	3.5 over 11.5	7.0	-	-
B-11 ¹	5 over 9	3.5 over 11.5	1.0	-	-
B-12 ¹	4 over 5	3.5 over 11.5	6.0	-	-

Notes:

1 – Subgrade underlain by clayey subgrade
2 – Subgrade underlain by granular subgrade
AC – Asphalt Concrete
CAB – Caltrans Class II Aggregate Base
CMB – Crushed Miscellaneous Base

Table 3 – Grind and Overlay Recommendations

Boring No.	Grind Depth to Retain 2 inches of Existing AC (inches)	Option 1		Option 2		Option 3	
		Recommended RHMA over New HMA (inches)	Increase of Crown Thickness (inches)	Overlay with new HMA (inches)	Increase of Crown Thickness (inches)	Overlay with Fiber Reinforced HMA (inches)	Increase of Crown Thickness (inches)
B-1 ¹	2.0	2.5	0.5	4.0	2.0	2.5	0.5
B-2 ²	1.5	2.0	0.5	3.5	2.0	2.5	1.0
B-3 ²	2.0	2.0	0.0	2.5	0.5	2.0	0.0
B-4 ²	1.0	2.0	1.0	4.0	3.0	2.5	1.5
B-5 ¹	1.0	2.5	1.5	4.0	3.0	2.5	1.5
B-6 ¹	1.5	2.0 over 2.0	2.5	5.0	3.5	3.5	2.0
B-7 ²	1.5	1.5	0.0	2.0	0.5	1.5	0.0
B-8 ¹	1.0	2.0 over 2.5	3.5	6.5	5.5	4.5	3.5
B-9 ¹	3.0	2.5 over 2.0	1.5	7.0	4.0	4.5	1.5
B-10 ¹	2.0	2.0 over 2.0	2.0	5.5	3.5	3.5	1.5
B-11 ¹	3.0	2.0 over 1.0	0.0	3.5	0.5	2.5	-0.5
B-12 ¹	2.0	2.0 over 2.0	2.0	5.0	3.0	3.5	1.5

Notes:

1 – Subgrade underlain by clayey subgrade

2 – Subgrade underlain by granular subgrade

AC – Asphalt Concrete

RHMA-G – Rubberized Hot Mix Asphalt Gap-Graded

HMA – Hot Mix Asphalt

CAB – Caltrans Class II Aggregate Base

CMB – Crushed Miscellaneous Base

Prior to placement of the new structural pavement sections, the subgrade soils should be prepared appropriately. The upper approximately 12 inches of the subgrade beneath new pavements should be scarified, moisture conditioned, and re-compacted to a relative compaction of 90 percent as evaluated by ASTM International (ASTM) test method D1557. The subgrade compaction should also result in a non-yielding condition to allow for pavement construction. In the event unstable subgrade conditions are encountered, stabilization measures should be performed to achieve a non-yielding condition for pavement construction as described in Section 7.2.5.

6.1.1 Material Specifications

HMA and RHMA-G should conform to Section 203-6 and 203-11 of the Greenbook, respectively, and should be compacted to a relative compaction of 95 percent in accordance with ASTM D 1557 or Caltrans California Test Method (CT) 304. AB material should conform to the latest specifications in Section 200-2.2 for CAB or Section 200-2.4 for crushed miscellaneous base of the Greenbook and should be compacted to a relative compaction of 95 percent in accordance with ASTM D 1557. Placement and rolling of hot-mix asphalt materials should conform to the latest specifications in Section 302-5 of the Greenbook.

6.2 Earthwork

We anticipate that earthwork for the project will include relatively shallow excavations of approximately 4 feet or less for new pavements and pavement subgrade preparation. Earthwork operations should be performed in accordance with the following recommendations, as well as the grading specifications of the governing agencies.

6.2.1 Pre-Construction Conference

We recommend that a pre-construction conference be held. The owner and/or their representative, the governing agencies' representatives, the civil engineer, Ninyo & Moore, and the contractor should attend to discuss the work plan, project schedule, and excavation issues.

6.2.2 Site Preparation

Prior to roadway improvements, the area should be cleared of existing surface obstructions, reflectors, and other deleterious materials. If pavement reconstruction is being performed, existing utilities should be re-routed or protected from damage by construction activities. Holes resulting from the removal of buried obstructions that extend below the finish grade should be backfilled with compacted fill.

6.2.3 Excavation Characteristics

Based on our background review and experience, we anticipate that excavation within the existing on-site soil may be accomplished with conventional earthmoving equipment in good condition.

6.2.4 Temporary Excavations

We recommend that trenches and excavations be designed and constructed in accordance with Occupational Safety and Health Administration (OSHA) regulations. For planning purposes, we recommend that the existing soil be considered as OSHA soil Type C.

Excavations deeper than 5 feet are not anticipated at the site. However, if deeper temporary excavations are performed, we recommend that the excavation be laid back at a slope inclination no steeper than 1½:1 (horizontal to vertical) for slopes less than approximately 10 feet high, or shored. Recommendations for temporary shoring can be provided, if requested.

6.2.5 Excavation Bottom Stability

We anticipate that the subgrade soils at the site may be subject to pumping under compaction equipment loads during new pavement construction since the near surface soils consisted of clayey soils beneath the pavement. We anticipate that unstable subgrade conditions will be

encountered along the sections being replaced during pavement reconstruction, particularly adjacent to planter medians.

Repeated compaction effort and/or vibratory compaction equipment may result in pumping and unstable subgrade conditions. In the event pumping/unstable subgrade conditions occur, we recommend that vibratory compaction equipment not be used. Static smooth drum rollers or other non-vibratory equipment should be used for compaction. If unstable subgrade conditions persist, stabilization should involve overexcavation of the subgrade by 12 inches, and replacement with re-compacted CAB to a relative compaction of 90 percent as evaluated by ASTM D1557. Additional recommendations for subgrade stabilization should be prepared by Ninyo & Moore at the time of construction based on evaluation of the conditions encountered.

7 CONSTRUCTION OBSERVATION

Ninyo & Moore should observe and test fill, AB, and AC placement and compaction. The frequency of testing and observation will vary depending on the contractor's method of operation and quality of work, as well as the requirements of the governing agency.

The recommendations provided in this report are based on the assumption that Ninyo & Moore will provide geotechnical observation and testing services during construction. In the event that the services of Ninyo & Moore are not used during construction, we request that the selected consultant provide Culver City with a letter (with a copy to Ninyo & Moore) indicating that they fully understand Ninyo & Moore's recommendations, and that they are in full agreement with the design parameters and recommendations contained in this report.

8 LIMITATIONS

Our opinions are provided in accordance with the current practice and standard of care exercised by geotechnical consultants performing similar tasks in the project area. The geotechnical analysis provided in this report are based on the field evaluation and our laboratory testing. No warranty, expressed or implied, is made regarding the conclusions, recommendations, and professional opinions expressed in this report. Variations may exist and conditions not observed or described in this report may be encountered during construction.

Our conclusions, opinions, and recommendations are based on our analysis of the observed site conditions. If geotechnical conditions different from those described in this report are encountered, our office should be notified and additional recommendations, if warranted, will be provided upon request. It should be understood that the conditions of a site can change with time

as a result of natural processes or the activities of man at the subject site or nearby sites. In addition, changes to the applicable laws, regulations, codes, and standards of practice may occur due to government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document.

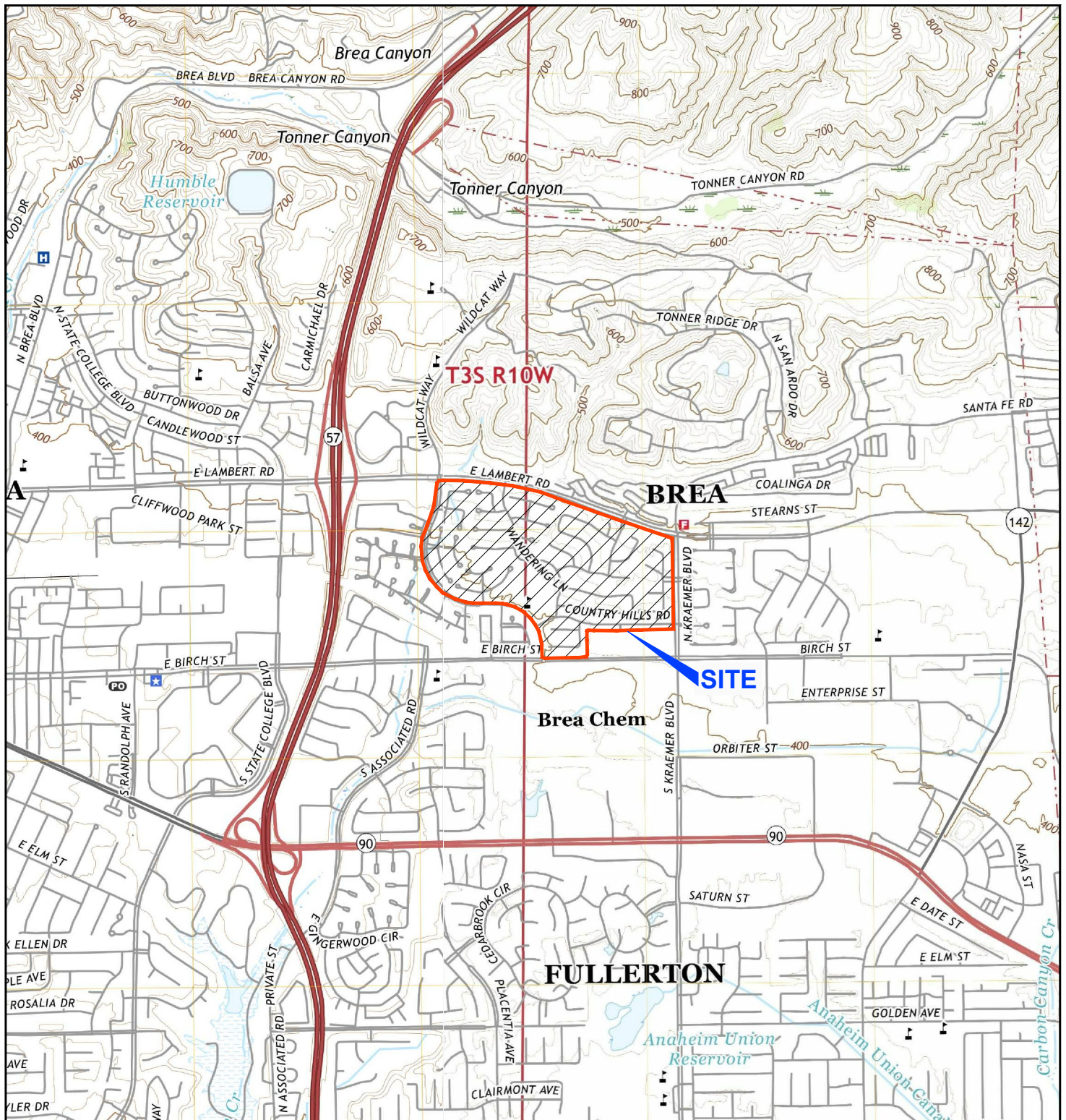
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FIGURES

211363001_SL.dwg 04/19/2020 JDP



NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE. | REFERENCE: USGS, 2018.

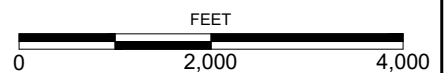


FIGURE 1

SITE LOCATION

COUNTRY HILLS PAVEMENT AND WATER REHABILITATION PROJECT
BREA, CALIFORNIA

211363001 | 6/20



LEGEND:

- PCI 60 - 74 (FAIR)
- PCI 41 - 59 (POOR)
- PCI 0 - 40 (VERY POOR)

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE. | REFERENCE: BFK ENGINEERS, 2020.

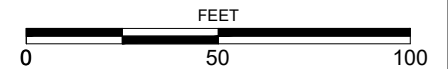
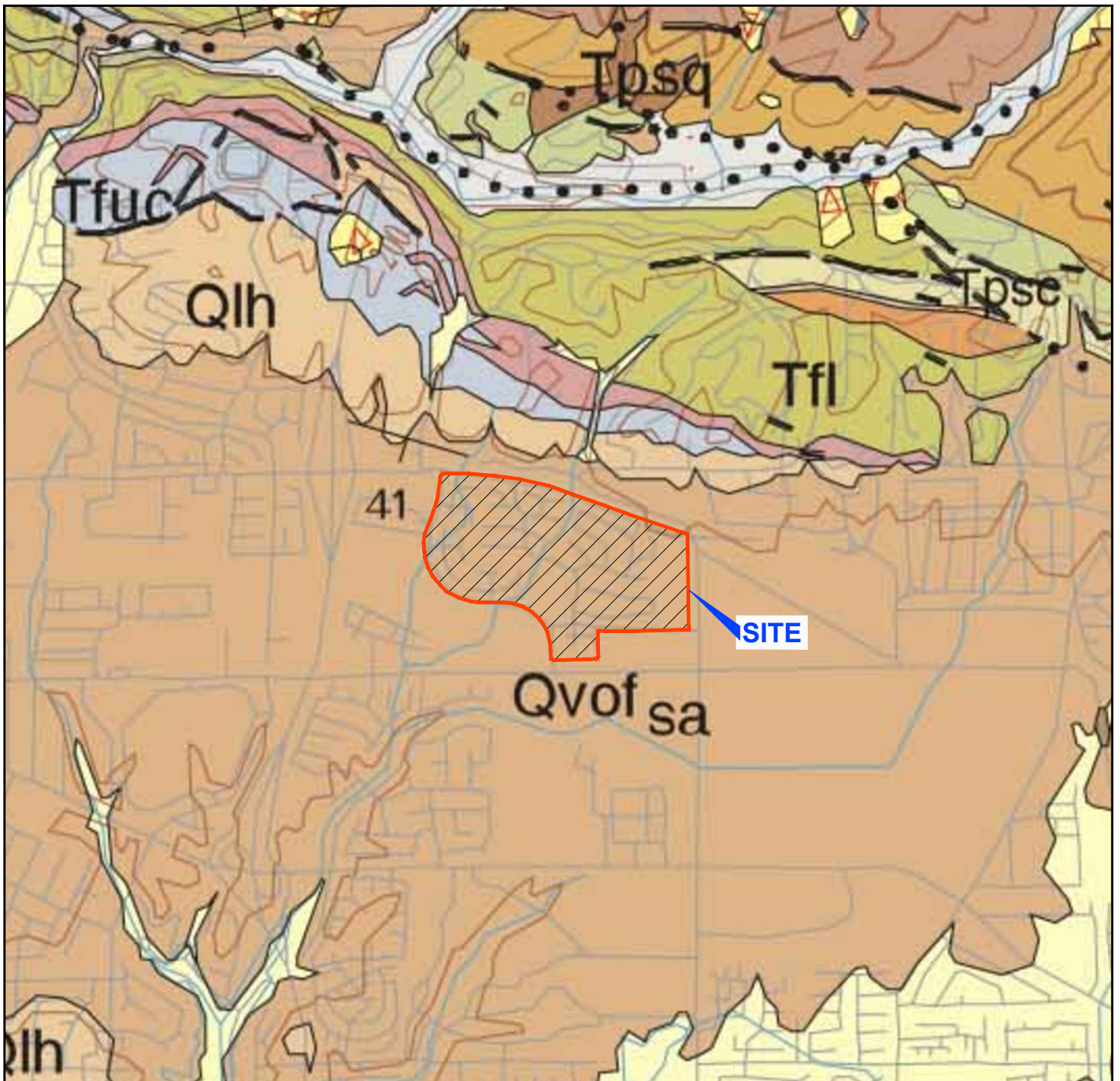


FIGURE 2



LEGEND

Qvof_{sa}	VERY OLD ALLUVIAL FAN DEPOSITS	Tfl	FERNANDO FORMATION; LOWER MEMBER
Qlh	LA HABRA FORMATION	— ··· —	FAULT
Tfuc	FERNANDO FORMATION; UPPER MEMBER; MOSTLY CONGLOMERATE	—	GEOLOGIC CONTACT

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE. | REFERENCE: D.M. MORTON, 2004.

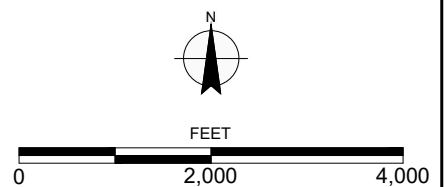


FIGURE 3

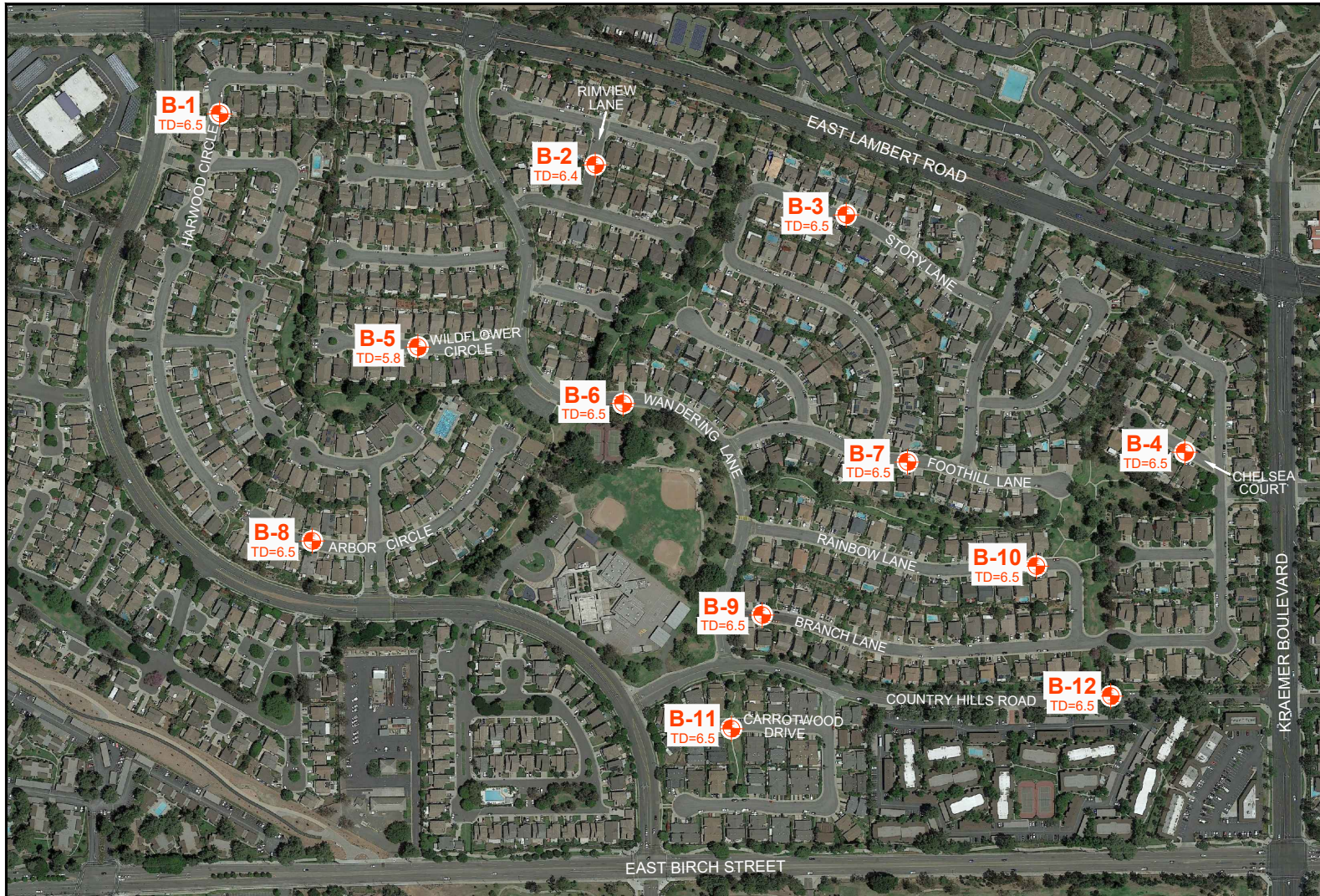
Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

REGIONAL GEOLOGY

COUNTRY HILLS PAVEMENT AND WATER REHABILITATION PROJECT
BREA, CALIFORNIA

211363001 | 6/20

211363001_BLS.dwg 04/19/2020 JDP



LEGEND
B-12 BORING;
TD=6.5 TD=TOTAL DEPTH IN FEET

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE. | REFERENCE: GOOGLE EARTH, 2020.

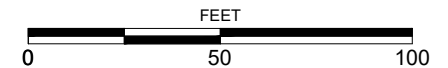


FIGURE 4

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

BORING LOCATIONS SURVEY

COUNTRY HILLS PAVEMENT AND WATER REHABILITATION PROJECT
BREA, CALIFORNIA

211363001 | 6/20

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY



APPENDIX A

Boring Logs

APPENDIX A

BORING LOGS

Field Procedure for the Collection of Disturbed Samples

Disturbed soil samples were obtained in the field using the following methods.

Bulk Samples

Bulk samples of representative earth materials were obtained from the exploratory borings. The samples were bagged and transported to the laboratory for testing.





























Field Procedure for the Collection of Relatively Undisturbed Samples

Relatively undisturbed soil samples were obtained in the field using the following method.

The Modified Split-Barrel Drive Sampler

The sampler, with an external diameter of 3 inches, was lined with 1-inch-long, thin brass rings with inside diameters of approximately 2.4 inches. The sample barrel was driven into the ground with the weight of a hammer in general accordance with ASTM D 3550. The driving weight was permitted to fall freely. The approximate length of the fall, the weight of the hammer, and the number of blows per foot of driving are presented on the boring logs as an index to the relative resistance of the materials sampled. The samples were removed from the sample barrel in the brass rings, sealed, and transported to the laboratory for testing.

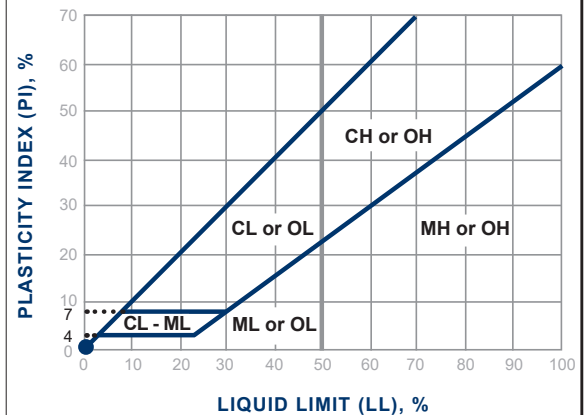
Soil Classification Chart Per ASTM D 2488

Primary Divisions			Secondary Divisions			
			Group Symbol	Group Name		
COARSE-GRAINED SOILS more than 50% retained on No. 200 sieve	GRAVEL more than 50% of coarse fraction retained on No. 4 sieve	CLEAN GRAVEL less than 5% fines		GW	well-graded GRAVEL	
				GP	poorly graded GRAVEL	
		GRAVEL with DUAL CLASSIFICATIONS 5% to 12% fines		GW-GM	well-graded GRAVEL with silt	
				GP-GM	poorly graded GRAVEL with silt	
				GW-GC	well-graded GRAVEL with clay	
				GP-GC	poorly graded GRAVEL with	
		GRAVEL with FINES more than 12% fines		GM	silty GRAVEL	
				GC	clayey GRAVEL	
				GC-GM	silty, clayey GRAVEL	
	SAND 50% or more of coarse fraction passes No. 4 sieve	CLEAN SAND less than 5% fines		SW	well-graded SAND	
				SP	poorly graded SAND	
		SAND with DUAL CLASSIFICATIONS 5% to 12% fines		SW-SM	well-graded SAND with silt	
				SP-SM	poorly graded SAND with silt	
				SW-SC	well-graded SAND with clay	
				SP-SC	poorly graded SAND with clay	
		SAND with FINES more than 12% fines		SM	silty SAND	
				SC	clayey SAND	
				SC-SM	silty, clayey SAND	
	FINE-GRAINED SOILS 50% or more passes No. 200 sieve	SILT and CLAY liquid limit less than 50%	INORGANIC		CL	lean CLAY
					ML	SILT
					CL-ML	silty CLAY
			ORGANIC		OL (PI > 4)	organic CLAY
					OL (PI < 4)	organic SILT
		SILT and CLAY liquid limit 50% or more	INORGANIC		CH	fat CLAY
					MH	elastic SILT
			ORGANIC		OH (plots on or above "A"-line)	organic CLAY
					OH (plots below "A"-line)	organic SILT
			Highly Organic Soils			PT

Grain Size

Description		Sieve Size	Grain Size	Approximate Size
Boulders		> 12"	> 12"	Larger than basketball-sized
Cobbles		3 - 12"	3 - 12"	Fist-sized to basketball-sized
Gravel	Coarse	3/4 - 3"	3/4 - 3"	Thumb-sized to fist-sized
	Fine	#4 - 3/4"	0.19 - 0.75"	Pea-sized to thumb-sized
Sand	Coarse	#10 - #4	0.075 - 0.19"	Rock-salt-sized to pea-sized
	Medium	#40 - #10	0.017 - 0.075"	Sugar-sized to rock-salt-sized
	Fine	#200 - #40	0.0029 - 0.017"	Flour-sized to sugar-sized
Fines		Passing #200	< 0.0029"	Flour-sized and smaller

Plasticity Chart



Apparent Density - Coarse-Grained Soil

Apparent Density	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Loose	≤ 4	≤ 8	≤ 3	≤ 5
Loose	5 - 10	9 - 21	4 - 7	6 - 14
Medium Dense	11 - 30	22 - 63	8 - 20	15 - 42
Dense	31 - 50	64 - 105	21 - 33	43 - 70
Very Dense	> 50	> 105	> 33	> 70

Consistency - Fine-Grained Soil

Consistency	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Soft	< 2	< 3	< 1	< 2
Soft	2 - 4	3 - 5	1 - 3	2 - 3
Firm	5 - 8	6 - 10	4 - 5	4 - 6
Stiff	9 - 15	11 - 20	6 - 10	7 - 13
Very Stiff	16 - 30	21 - 39	11 - 20	14 - 26
Hard	> 30	> 39	> 20	> 26

BORING LOG EXPLANATION SHEET

DEPTH (feet)	Bulk Driven	SAMPLES	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	
0								<p>Bulk sample.</p> <p>Modified split-barrel drive sampler.</p> <p>No recovery with modified split-barrel drive sampler.</p> <p>Sample retained by others.</p> <p>Standard Penetration Test (SPT).</p> <p>No recovery with a SPT.</p> <p>Shelby tube sample. Distance pushed in inches/length of sample recovered in inches.</p> <p>No recovery with Shelby tube sampler.</p> <p>Continuous Push Sample.</p> <p>Seepage.</p> <p>Groundwater encountered during drilling.</p> <p>Groundwater measured after drilling.</p>
5			XX/XX					
10								
15							SM	MAJOR MATERIAL TYPE (SOIL):
							CL	<p>Solid line denotes unit change.</p> <p>Dashed line denotes material change.</p> <p>Attitudes: Strike/Dip</p> <p>b: Bedding</p> <p>c: Contact</p> <p>j: Joint</p> <p>f: Fracture</p> <p>F: Fault</p> <p>cs: Clay Seam</p> <p>s: Shear</p> <p>bss: Basal Slide Surface</p> <p>sf: Shear Fracture</p> <p>sz: Shear Zone</p> <p>sbs: Shear Bedding Surface</p>
20								The total depth line is a solid line that is drawn at the bottom of the boring.

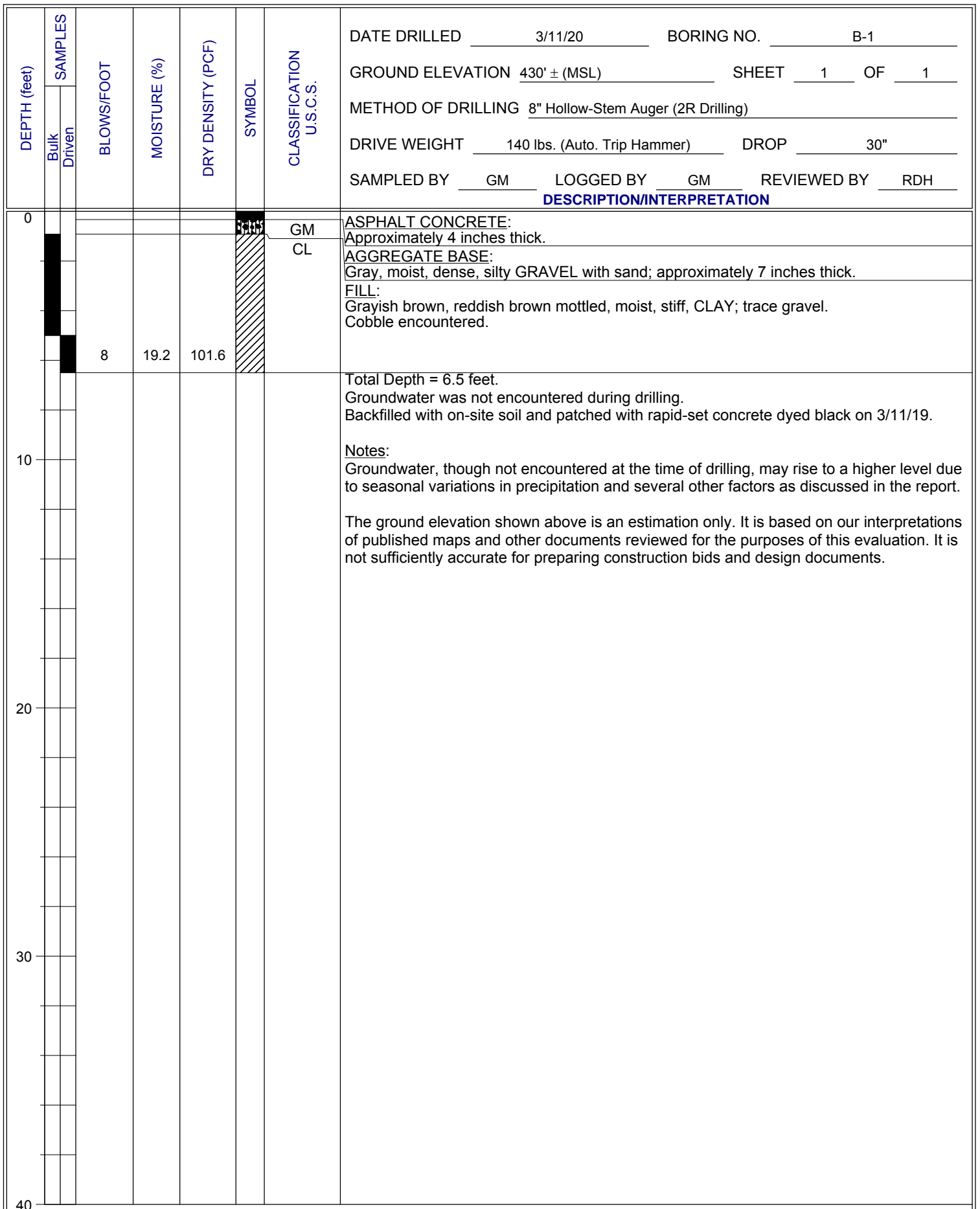


FIGURE A- 1

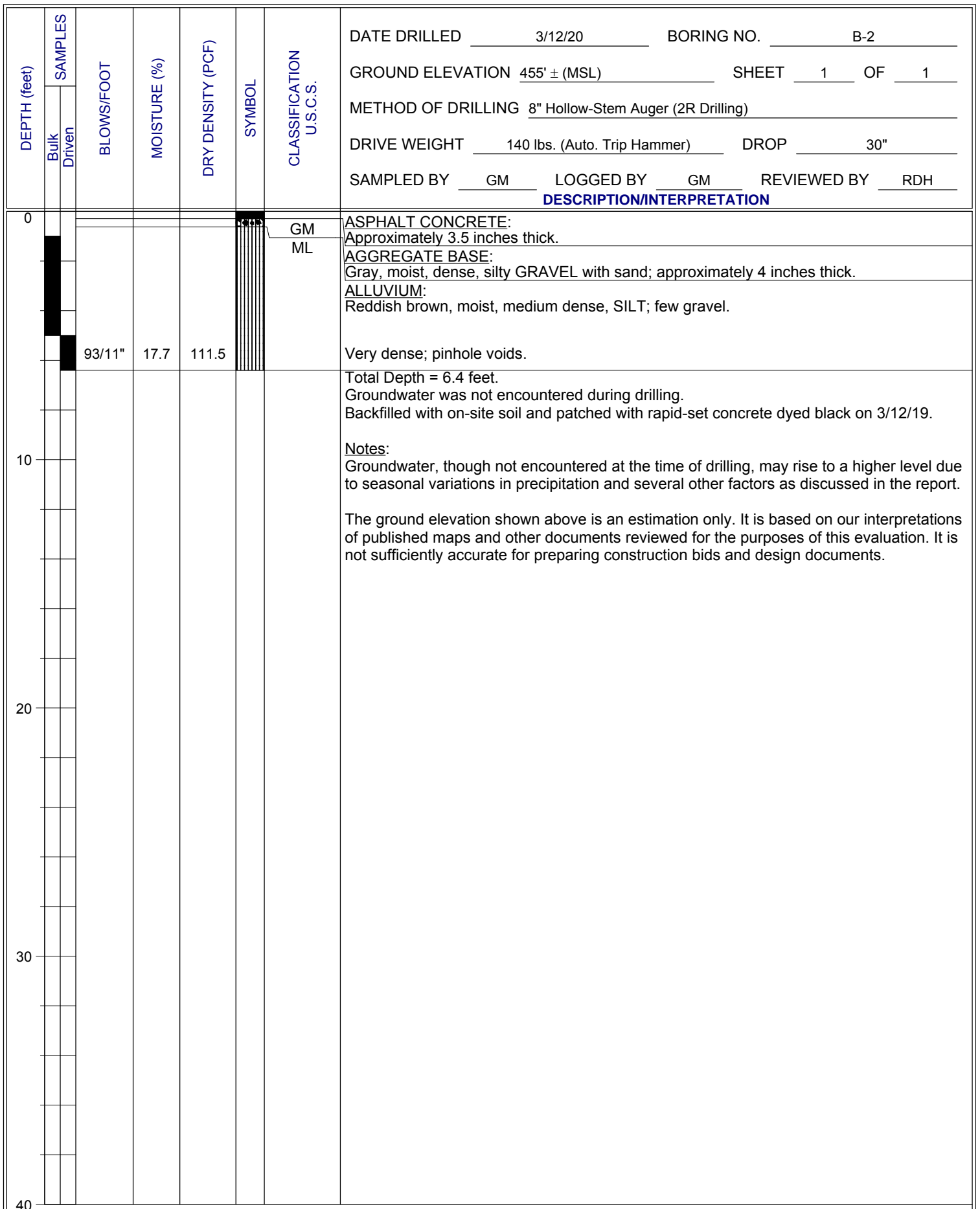


FIGURE A- 2

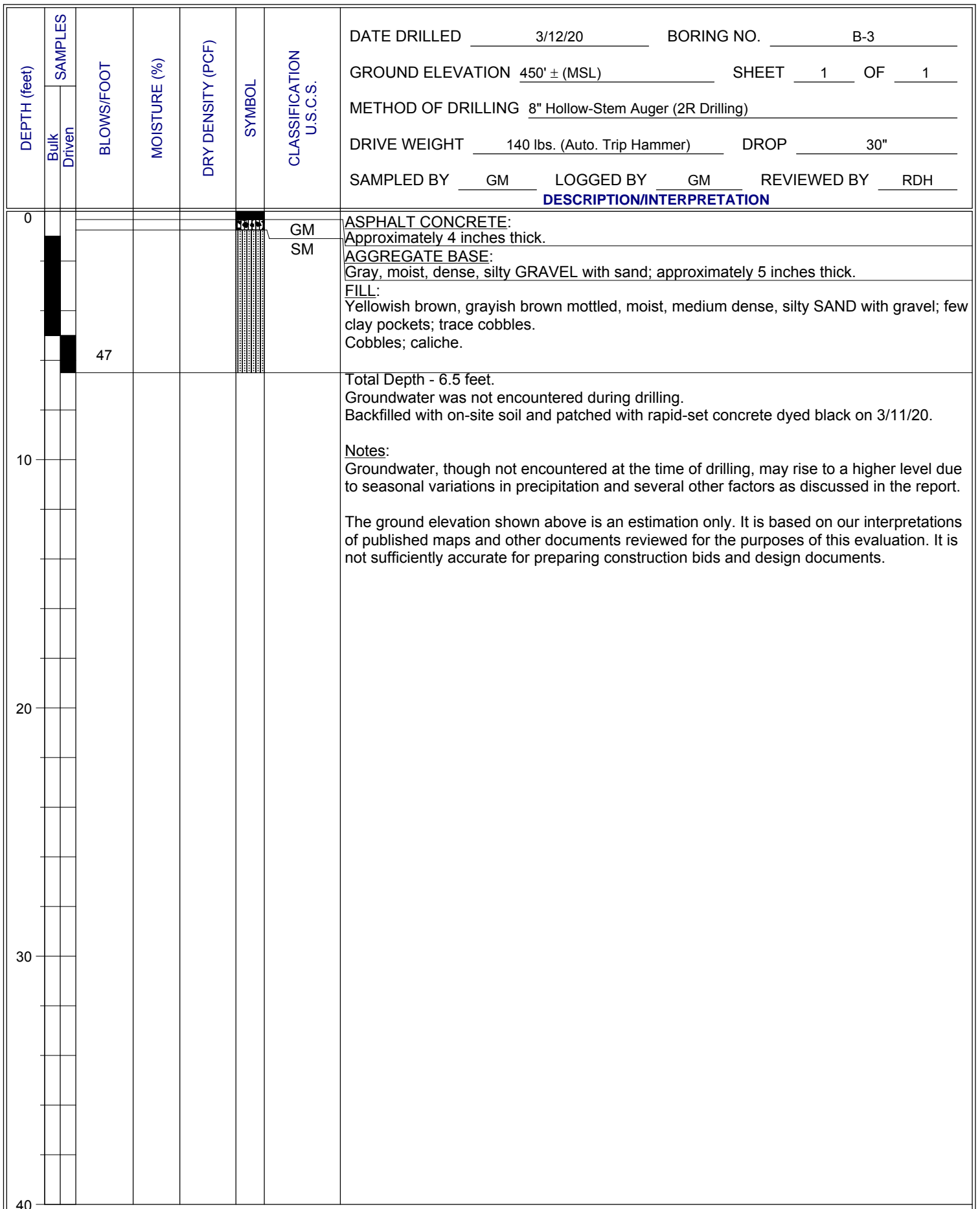


FIGURE A- 3

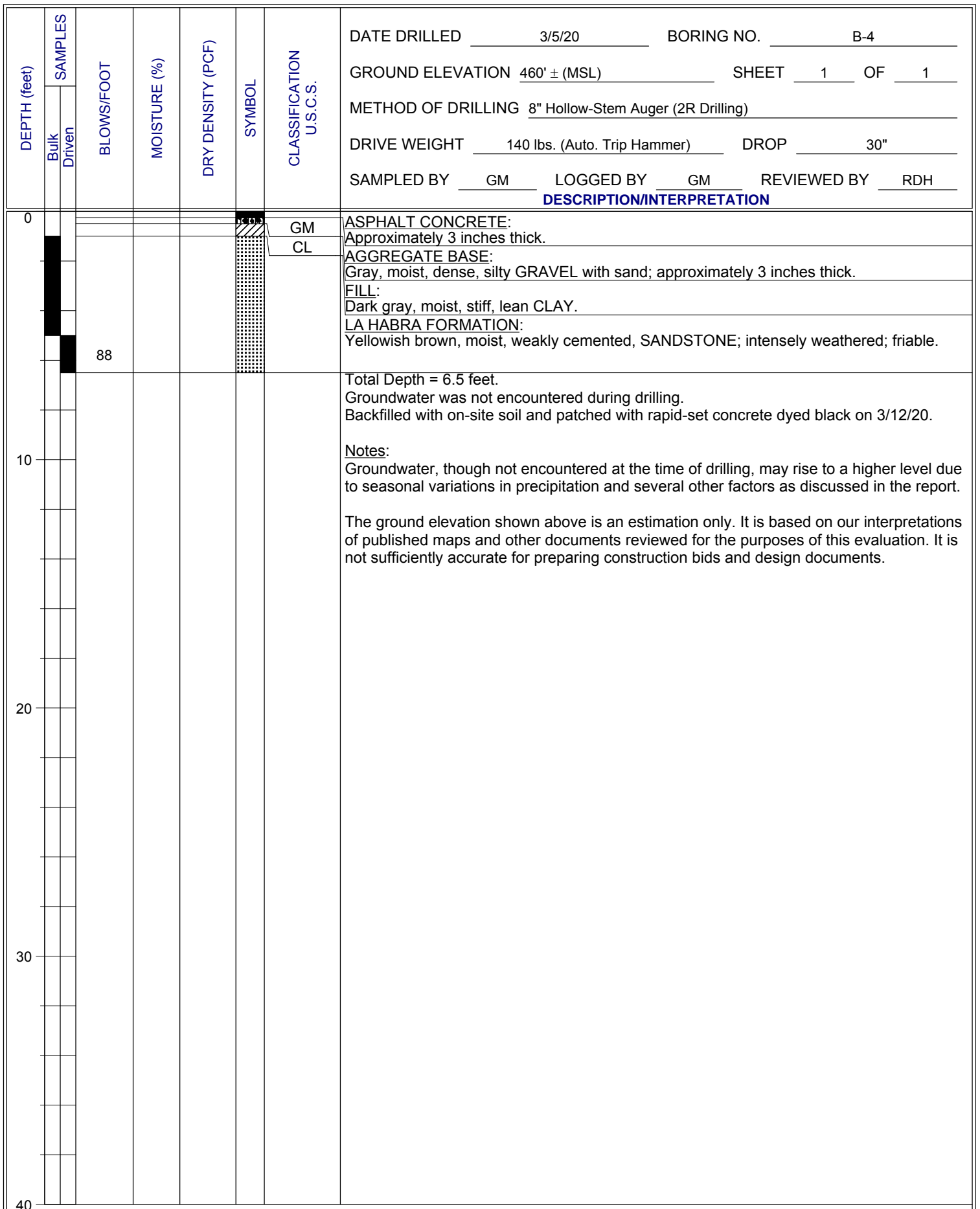


FIGURE A- 4

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED <u>3/11/20</u> BORING NO. <u>B-5</u>	
	Bulk	Driven						GROUND ELEVATION <u>410' ± (MSL)</u> SHEET <u>1</u> OF <u>1</u>	METHOD OF DRILLING <u>8" Hollow-Stem Auger (2R Drilling)</u>
								DRIVE WEIGHT <u>140 lbs. (Auto. Trip Hammer)</u> DROP <u>30"</u>	
								SAMPLED BY <u>GM</u> LOGGED BY <u>GM</u> REVIEWED BY <u>RDH</u>	
									DESCRIPTION/INTERPRETATION
0							GM	ASPHALT CONCRETE: Approximately 3 inches thick.	
							CL	AGGREGATE BASE: Gray, moist, dense, silty GRAVEL with sand; approximately 7 inches thick.	
								FILL: Reddish brown, moist, stiff, lean CLAY; trace gravel.	
			73/10"					LA HABRA FORMATION: Yellowish brown, moist, moderately indurated, sandy SILTSTONE; friable; weathered.	
10								Total Depth = 5.8 feet. Groundwater was not encountered during drilling. Backfilled with on-site soil and patched with rapid-set concrete dyed black on 3/11/20.	
20								Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.	
30								The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.	
40									

FIGURE A- 5

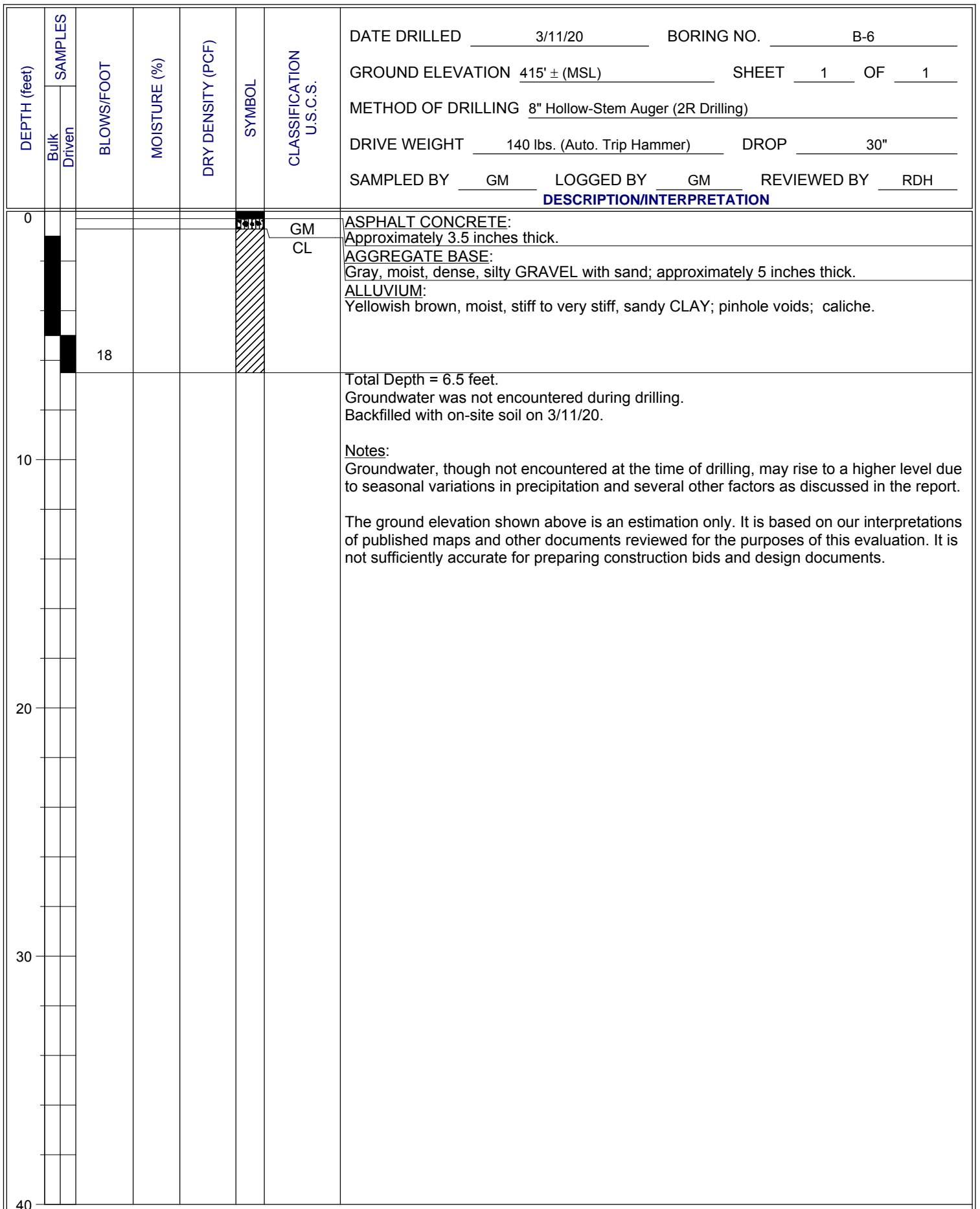


FIGURE A- 6

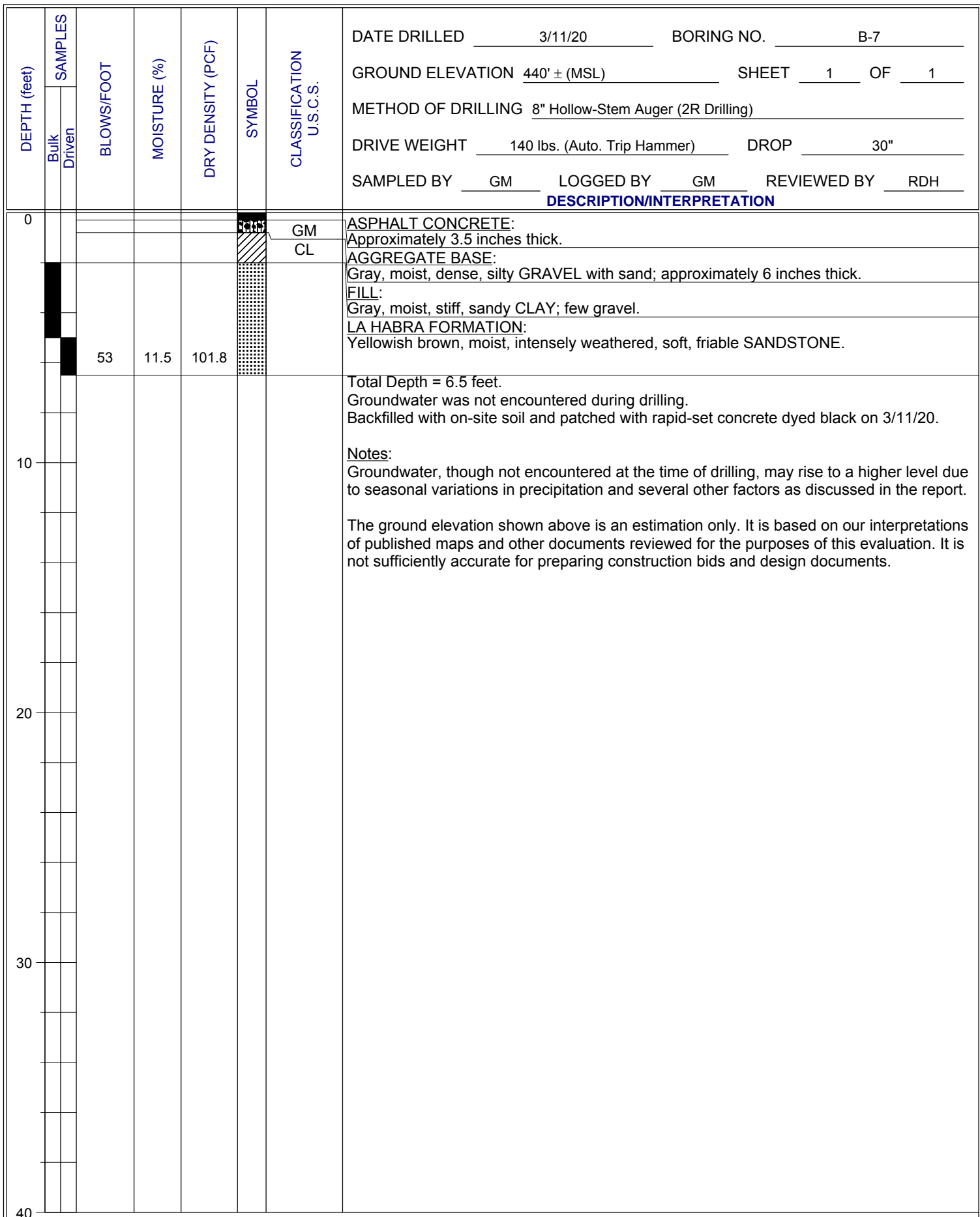


FIGURE A- 7

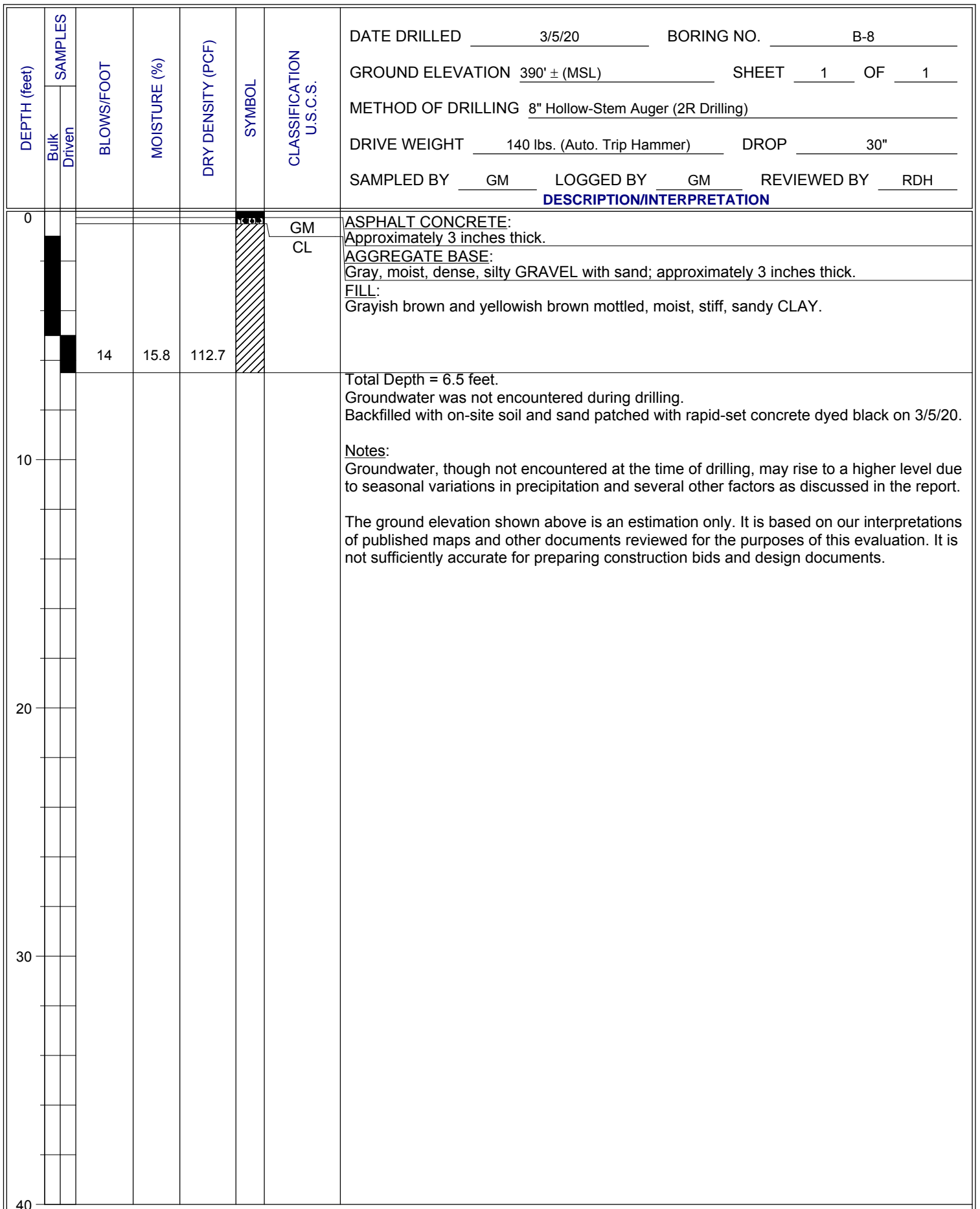


FIGURE A- 8

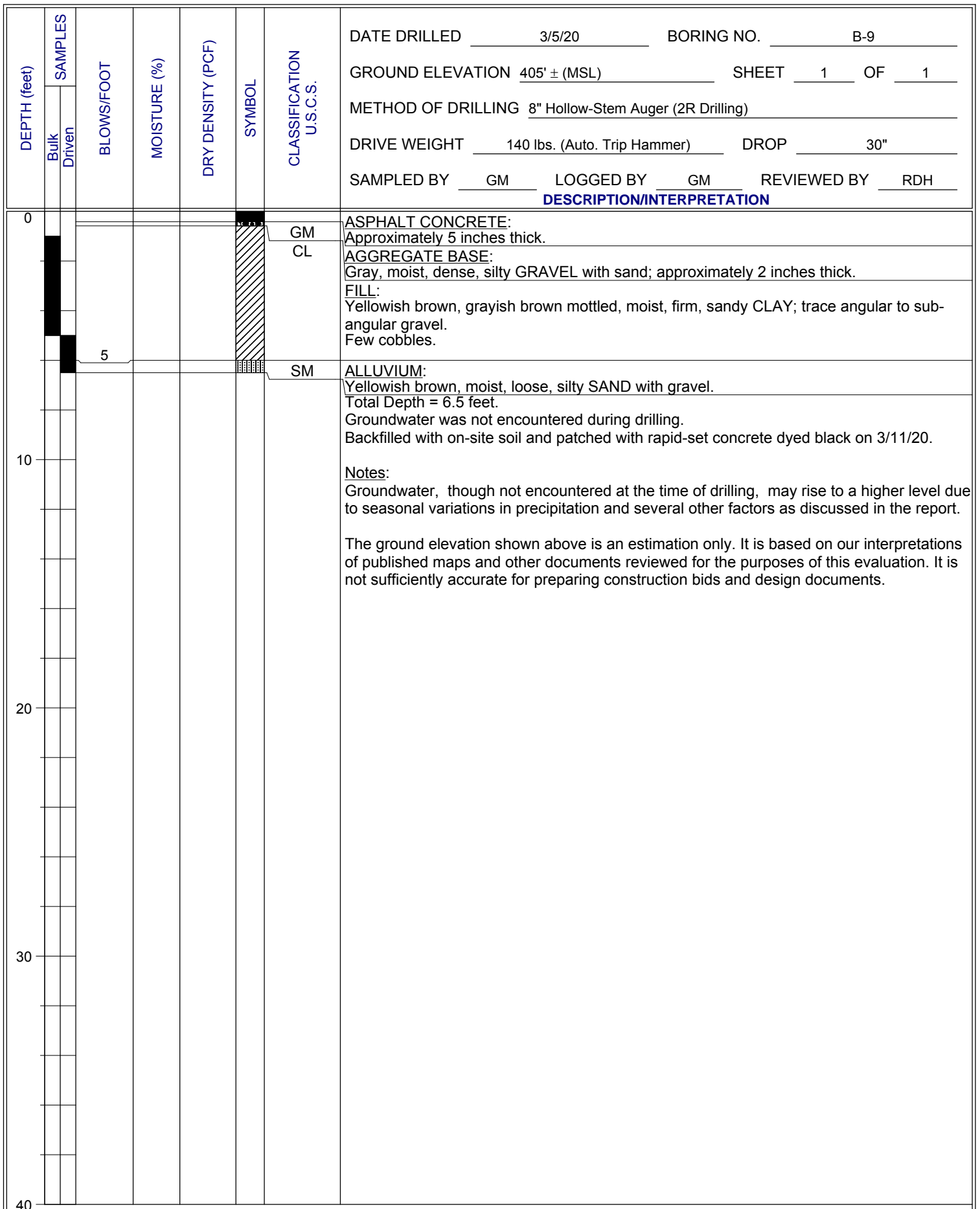


FIGURE A- 9

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED <u>3/5/20</u> BORING NO. <u>B-10</u> GROUND ELEVATION <u>445' ± (MSL)</u> SHEET <u>1</u> OF <u>1</u> METHOD OF DRILLING <u>8" Hollow-Stem Auger (2R Drilling)</u> DRIVE WEIGHT <u>140 lbs. (Auto. Trip Hammer)</u> DROP <u>30"</u> SAMPLED BY <u>GM</u> LOGGED BY <u>GM</u> REVIEWED BY <u>RDH</u>	
	Bulk	Driven						DESCRIPTION/INTERPRETATION	
0							GM CL	<p>ASPHALT CONCRETE: Approximately 4 inches thick.</p> <p>AGGREGATE BASE: Gray, moist, dense, silty GRAVEL with sand; approximately 4 inches thick.</p> <p>FILL: Yellowish brown, grayish brown mottled, moist, very stiff, sandy CLAY; trace miscellaneous debris; few gravel.</p>	
11								<p>Total Depth = 6.5 feet. Groundwater was not encountered during drilling. Backfilled with on-site soil and patched with rapid-set concrete dyed black on 3/11/20.</p> <p>Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.</p> <p>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.</p>	
40									

FIGURE A- 10

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED <u>3/5/20</u> BORING NO. <u>B-11</u> GROUND ELEVATION <u>400' ± (MSL)</u> SHEET <u>1</u> OF <u>1</u> METHOD OF DRILLING <u>8" Hollow-Stem Auger (2R Drilling)</u> DRIVE WEIGHT <u>140 lbs. (Auto. Trip Hammer)</u> DROP <u>30"</u> SAMPLED BY <u>GM</u> LOGGED BY <u>GM</u> REVIEWED BY <u>RDH</u>	
	Bulk	Driven						DESCRIPTION/INTERPRETATION	
0							GM	ASPHALT CONCRETE: Approximately 5 inches thick.	
							CL	AGGREGATE BASE: Gray, moist, dense, silty GRAVEL with sand; approximately 9 inches thick.	
			36					FILL: Dark gray and yellowish brown mottled, moist, stiff, sandy CLAY. Hard.	
10								Total Depth = 6.5 feet. Groundwater was not encountered during drilling. Backfilled with on-site soil and sand and patched with rapid-set concrete dyed black on 3/11/20.	
20								Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.	
30								The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.	
40									

FIGURE A- 11

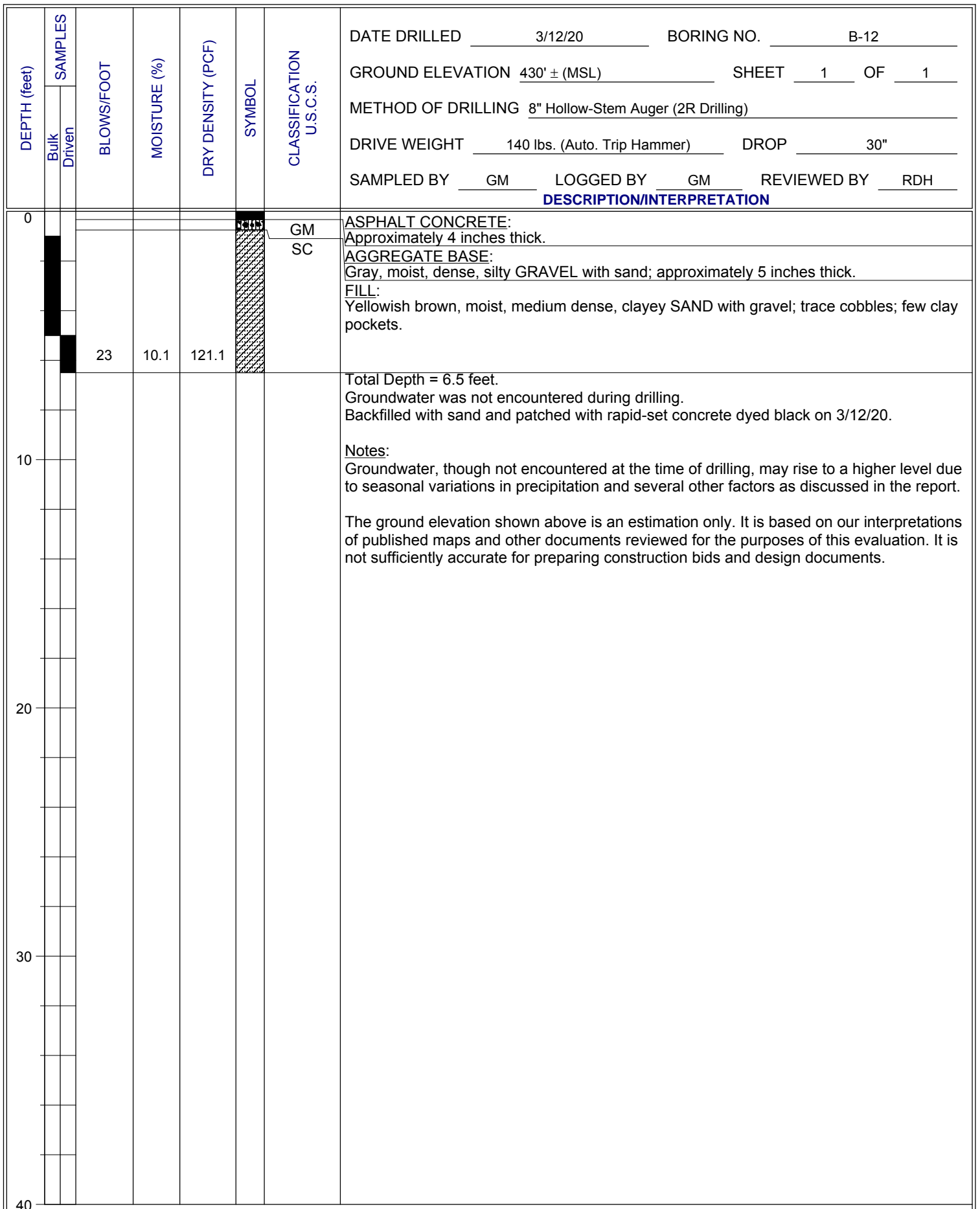


FIGURE A- 12



APPENDIX B

Laboratory Test Results

APPENDIX B

LABORATORY TESTING

Classification

Soils were visually and texturally classified in accordance with the Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. Soil classifications are indicated on the logs of the exploratory borings in Appendix A.

In-Place Moisture and Density Tests

The moisture content and dry density of relatively undisturbed samples obtained from the exploratory borings were evaluated in general accordance with ASTM D 2937. The test results are presented on the logs of the exploratory borings in Appendix A.

Gradation Analysis

Gradation analysis tests were performed on selected representative soil samples in general accordance with ASTM D 422. The grain-size distribution curves are shown on Figures B-1 and B-2. This test result was utilized in evaluating the soil classification in accordance with the USCS.

Atterberg Limits

A test was performed on a selected representative fine-grained soil sample to evaluate the liquid limit, plastic limit, and plasticity index in general accordance with ASTM D 4318. These test results were utilized to evaluate the soil classification in accordance with the USCS. The test results and classification is shown on Figure B-3.

Direct Shear Tests

A direct shear test was performed on a relatively undisturbed sample in general accordance with ASTM D 3080 to evaluate the shear strength characteristics of the selected material. The sample was inundated during shearing to represent adverse field conditions. The result is shown on Figure B-4.

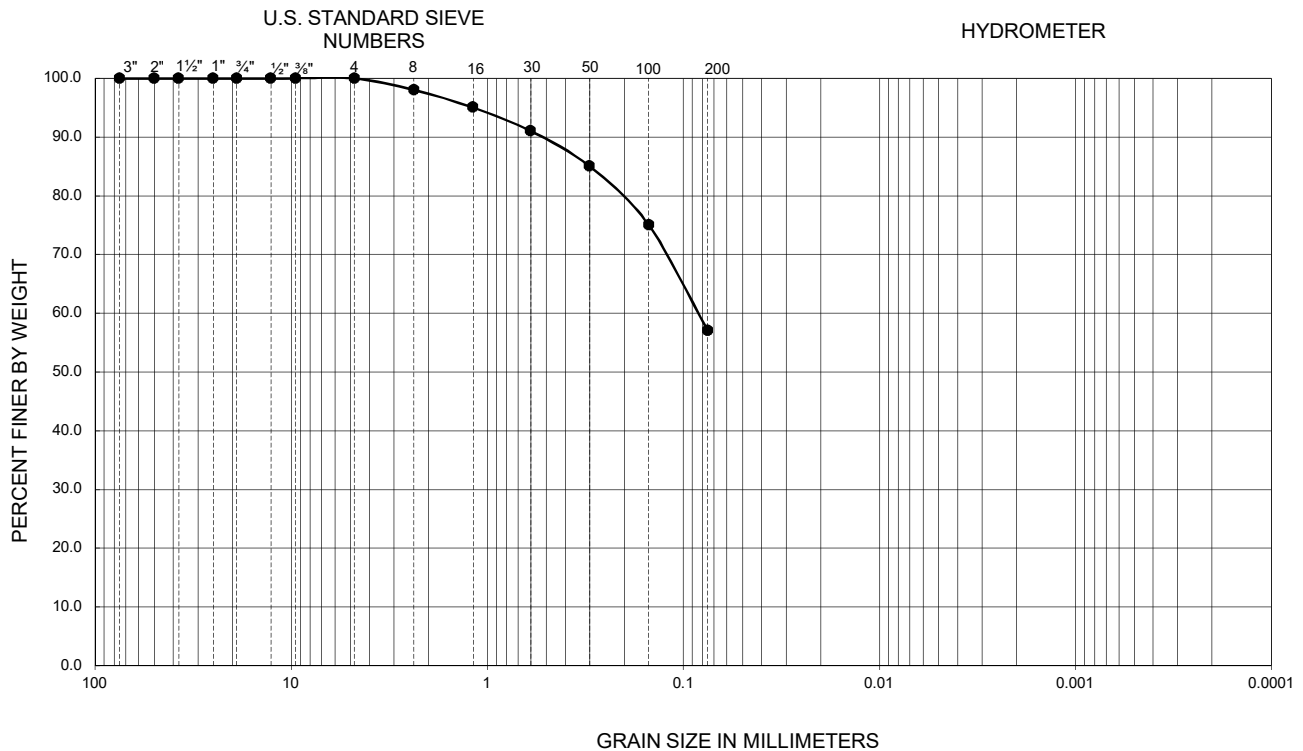
R-Value

The resistance value, or R-value, for site soils was evaluated in general accordance with California Test (CT) 301. Samples were prepared and evaluated for exudation pressure and expansion pressure. The equilibrium R-value is reported as the lesser or more conservative of the two calculated results. The test results are shown on Figure B-5.

Soil Corrosivity Tests

Soil pH, and minimum resistivity tests were performed on a representative sample in general accordance with CT 643. The sulfate and chloride contents of the selected sample were evaluated in general accordance with CT 417 and 422, respectively. The results are shown on Figure B-6.

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY

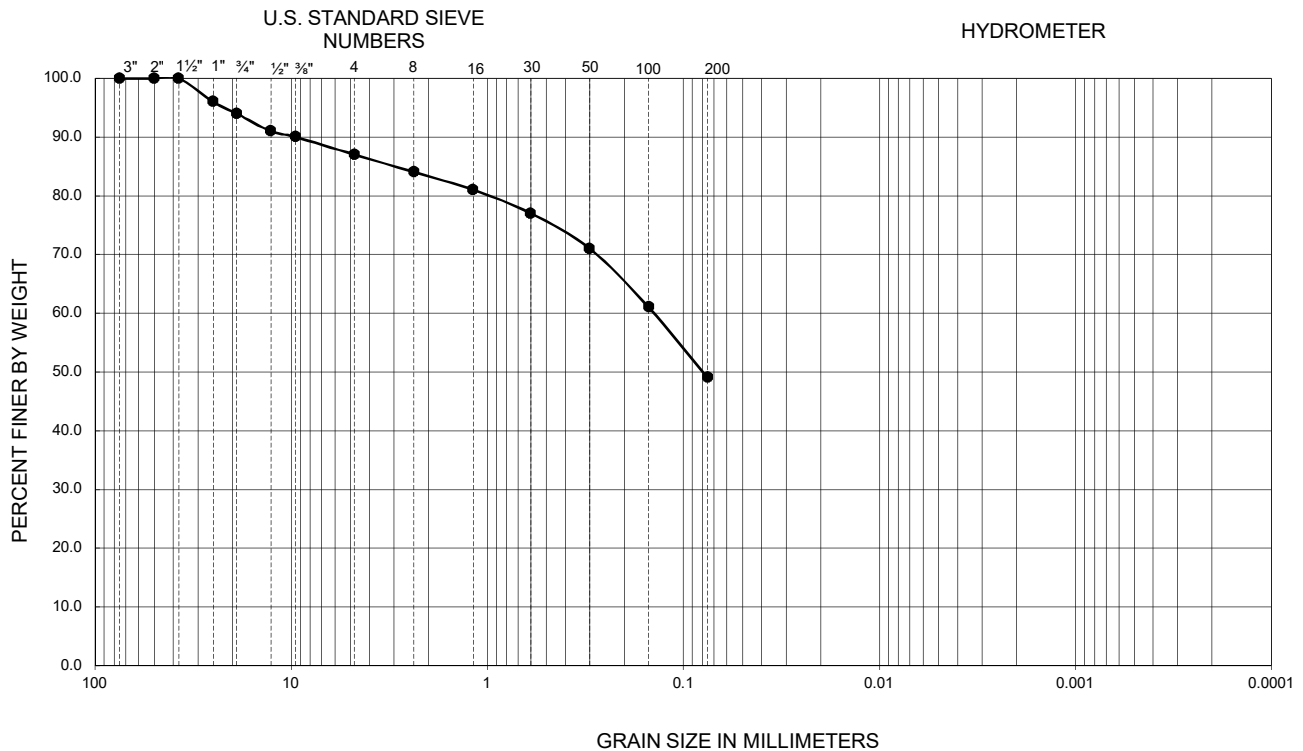


Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D ₁₀	D ₃₀	D ₆₀	C _u	C _c	Passing No. 200 (percent)	USCS
●	B-2	1.0-5.0	--	--	--	--	--	--	--	--	57	ML

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 422

FIGURE B-1

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY

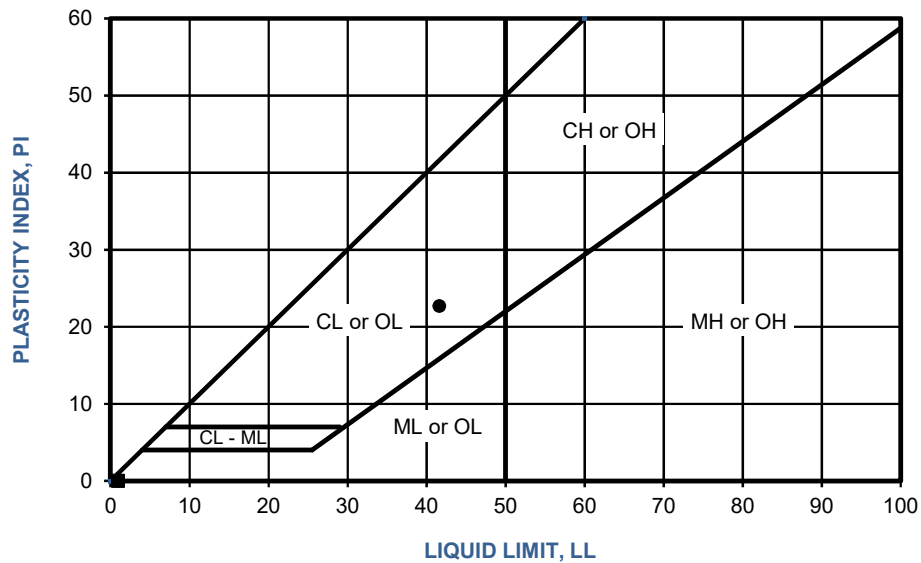


Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D ₁₀	D ₃₀	D ₆₀	C _u	C _c	Passing No. 200 (percent)	USCS
●	B-12	1.0-5.0	--	--	--	--	--	--	--	--	49	SC

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 422

FIGURE B-2

SYMBOL	LOCATION	DEPTH (ft)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	USCS CLASSIFICATION (Fraction Finer Than No. 40 Sieve)	USCS
•	B-6	5.0-6.5	42	19	23	CL	CL



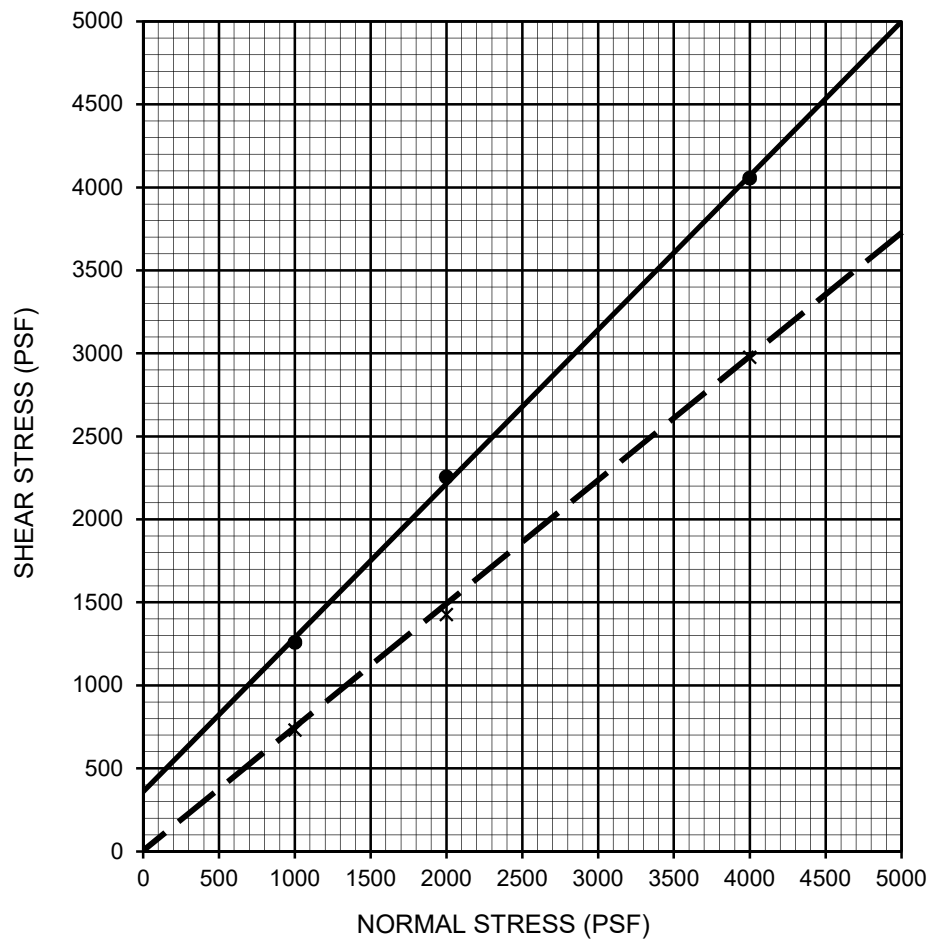
PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4318



FIGURE B-3

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

ATTERBERG LIMITS TEST RESULTS
COUNTRY HILLS PAVEMENT AND WATER REHABILITATION
BREA, CALIFORNIA

211363001 | 6/20



Description	Symbol	Sample Location	Depth (ft)	Shear Strength	Cohesion (psf)	Friction Angle (degrees)	Soil Type
SANDY SILT		B-2	5.0-6.4	Peak	360	43	ML
SANDY SILT		B-2	5.0-6.4	Ultimate	0	37	ML

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 3080

FIGURE B-4

SAMPLE LOCATION	SAMPLE DEPTH (ft)	SOIL TYPE	R-VALUE
B-3	1.0-5.0	SM	43
B-6	1.0-5.0	CL	10
B-12	1.0-5.0	SC	24

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 2844/CT 301

FIGURE B-5

SAMPLE LOCATION	SAMPLE DEPTH (ft)	pH ¹	RESISTIVITY ¹ (ohm-cm)	SULFATE CONTENT ²		CHLORIDE CONTENT ³ (ppm)
				(ppm)	(%)	
B-6	1.0-5.0	7.3	1,432	160	0.016	80

¹ PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 643

² PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 417

³ PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 422

FIGURE B-6



475 Goddard, Suite 200 | Irvine, California 92618 | p. 949.753.7070

ARIZONA | CALIFORNIA | COLORADO | NEVADA | TEXAS | UTAH

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BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

APPENDIX G

WARRANTY BOND SAMPLE

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

 ("Principal"), a contract ("Contract") for the work described as follows:

 WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and _____

 (Insert name, address, and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of

Dollars (\$XXX.XX), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

SECTION C**PROPOSAL****For****COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2
CIP NO. 7322****in the****CITY OF BREA****TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within a total of **100 Working Days**, starting from the date of the first Notice to Proceed until project completion.

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

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

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

Accompanying this proposal of bid, find in the amount of \$ 10% BREA BOND 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).



**COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2
CIP NO. 7322**

CITY OF BREA, CALIFORNIA

ADDENDUM NUMBER 01

JULY 14, 2022

Notice to All Bidders:

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

PROJECT SPECIFICATIONS:

Appendix A – Standard Plans

REPLACE: Pressure Testing and Bac-T Standard Sheets

WITH: City of Brea Pressure and Bac-T Testing Standards 2022

CITY OF BREA
PUBLIC WORKS DEPARTMENT

Raymond Contreras, Associate Engineer

Cc: Lillian Harris-Neal, City Clerk

Attachments: Appendix A – City of Brea Pressure and Bac-T Testing Standards 2022

This is to acknowledge receipt and review of Addendum No. 1, dated July 14, 2022. 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 No. 1 in the Contractor's Proposal, Page C-2.

City Council

Cecilia Hupp
Mayor

Glenn Parker
Mayor Pro Tem

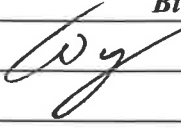
Steven Vargas
Council Member

Marty Simonoff
Council Member

Christine Marick
Council Member

Civic & Cultural Center • 1 Civic Center Circle • Brea, California 92821-5732 • 714/990-7600 • FAX 714/990-2258 •
www.cityofbrea.net

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

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	7-19-22	



SECTION C

COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2 CIP NO. 7322

PROJECT BID SCHEDULE

BASE BID					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
1	Mobilization and Demobilization (5% Maximum)	1	LS	\$100,000.-	\$100,000.-
2	Traffic & Pedestrian Control and Construction Phasing	1	LS	\$100,416.73	\$100,416.73
3	Traffic Signing, Striping, Markings & Raised Pavement Markers	1	LS	\$2,500.-	\$2,500.-
4	Construction Survey & Monument Preservation	1	LS	\$7,000.-	\$7,000.-
5	NPDES/BMP's	1	LS	\$11,000.-	\$11,000.-
6	Pothole Existing Utilities	1	LS	\$7,000.-	\$7,000.-
7	Remove and Reconstruct PCC Cross Gutter	2,650	SF	\$14.-	\$37,100.-
8	Remove and Reconstruct PCC Type A1 Curb	190	LF	\$60.-	\$11,400.-
9	Remove and Reconstruct PCC Curb Ramp and Sidewalk	10	EA	\$5,000.-	\$50,000.-
10	Cold Mill Existing Pavement 1" Minimum & Crack Seal	90,000	SF	\$0.50	\$45,000.-
11	Cold Mill Existing Pavement 3" Minimum & Crack Seal	60,000	SF	\$0.60	\$36,000.-
12	Asphalt Concrete (AC) Overlay HMA	2,100	TN	\$103.-	\$216,300.-
13	Furnish and Install 8" PVC C-900 CI 305 DR14 Water Main	3,545	LF	\$200.-	\$709,000.-
14	1" Copper Service & New Water Meter and Water Meter Box (City Provided)	131	EA	\$2,500.-	\$327,500.-
15	2" Copper Service & New Water Meter and Water Meter Box (City Provided)	1	EA	\$4,500.-	\$4,500.-
16	Furnish and Install New 2-inch Blow-Off Hydrant and Assembly	3	EA	\$7,000.-	\$21,000.-
17	Furnish and Install New Fire Hydrant and Assembly	10	EA	\$15,000.-	\$150,000.-
18	8" Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	18	EA	\$2,994.70	\$53,904.60
19	10" Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	2	EA	\$4,269.40	\$8,538.80

BASE BID (Continued)					
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures) DOLLARS	ITEMS TOTAL (in figures) DOLLARS
20	12" Class 52 Resilient Wedge Gate Valve with Valve Box and Cover	4	EA	\$5,078.70	\$ 20,314.80
21	Furnish and Install 2" Air Release and Assembly	2	EA	\$ 5,500.00	\$ 11,000.00
22	Remove and Replace Pressure Regulating Station	1	LS	113,748.67	\$ 113,748.67
23	Abandon Existing Services, Water Main, Ex. Water Valves and Fire Hydrants	1	LS	\$ 6,000.00	\$ 6,000.00
24	Pressure Testing and Disinfection	1	LS	\$ 6,000.00	\$ 6,000.00
25	Adjust Water Valve to Grade	28	EA	\$ 300.00	\$ 8,400.00
26	Adjust Manhole To Grade	14	EA	\$ 600.00	\$ 8,400.00
27	Remove and Replace Unsuitable Subgrade with CAB*	500	CY	\$ 100.00	\$ 50,000.00
28	Sawcut & Remove Existing 7" Deep Pavement Section and Construct Deep Lift DGAC*	1,000	SF	\$ 3.50	\$ 3,500.00

*Indicates item that may or may not be used

TOTAL BASE BID AMOUNT (in Figures)

\$ 2,125,523.60

TOTAL BASE BID AMOUNT (in Words):

TWO MILLION ONE HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED
TWENTY THREE DOLLARS SIXTY CENTS

1. Bidder declares that (I)(we)(it) has read and understands Item 12 of Instructions to Bidders WG (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.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
3	0.01%	INTERSTATE STRIPING, INC. 9784 POPLAR AVE Fontana, CA 92335 Stephanie@interstate-striping.com	1087140	C32	1000866044
10/11 crack seal	0.03%	MD Rubberized Crack Fill 32 Rancho Circle Lake Forest, CA 92630 mdcrackfill@gmail.com	986686	A	1000006438

By submission of this proposal, the Bidder certifies:

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

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

I, Wayne Gentry, am the
(Print Name)

Sec. Tres of GENTRY BROTHERS 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

13 day of July, 2022

GENTRY BROTHERS INC

Name of Bidder

Signature of Bidder

Gentry Brothers Inc
384 Live Oak Ave
Irwindale CA 91706

Address of Bidder

California Acknowledgment Form

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

State of California }
County of Los Angeles } ss.

On July 14, 2022 before me, N. Smith, Notary,
(here insert name and title of the officer)
personally appeared Wayne J. Gentry

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/it~~ executed the same in his/~~her/its~~ authorized capacity(~~ies~~), and that by his 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.

Seal

WITNESS my hand and official seal.



Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

This is not required under California State notary public law

Document Title: Non Collusion Declaration # of Pages: 1

Notes

City of Brea - Country Hills Subdivision Pavement & Water Improvements PH II #CIP-7322

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 SEC. TRES

Firm GENTRY BROTHERS INC

Date 7-13-22

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 **COUNTRY HILLS SUBDIVISION PAVEMENT AND WATER IMPROVEMENTS, PHASE 2, CIP NO. 7322**, (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.

GENTRY BROTHERS INC

Contractor

By 

SEC, TRES

Title

Date: 7-13-22

DISQUALIFICATION QUESTIONNAIRE

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

QUESTIONNAIRE

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

☐ Yes☒ No

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

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.

GENTRY BROTHERS INC

Contractor

By

Title

Date:

7-13-22

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name	Gentry Brothers Inc 384 Live Oak Ave Irwindale CA 91706		
Business Address			
City,	State	Zip	
() 626-357-9631			
Telephone Number			
Email Address	WAYNE @ GENTRY BROTHERS, NET		
397682 A			
State Contractor's License No. and Class			
1000002240			
DIR Registration Number			
1981			
Original Date Issued (State Contractor's License)			
12-23			
Expiration Date			

The work site was inspected by WAYNE GENTRY of our office on 7-13-22, 2022

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

WAYNE GENTRY	CEO, SEC, TREAS	

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.

GENTRY BROTHERS INC

Company Name

Signature of Bidder

Printed or Typed Signature

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

NOTARY PUBLIC

NOTARY SEAL

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

1. Name and Address of Public Agency: ATTACHED

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

Contract Amount Type of Work Date Completed

2. Name and Address of Public Agency: _____

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

Contract Amount Type of Work Date Completed

3. Name and Address of Public Agency: _____

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

Contract Amount Type of Work Date Completed

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Covina	626-384-5236	Cypress Reservoir Drainage Improvements	Kristen Wagar	78	\$ 97,680.00	4/18/2018 - 5/11/2018	David
Baldwin Park	626-960-4011	Residential Street Rehabilitation - #2018-0220	Sam Gutiereez	83	\$ 653,070.00	4/3/2018 - 5/29/18	Rodney
LACDPW	626-458-3111	Ballentine Pl. et al - Project #RDC0015528	Harry Cong	82	\$ 4,600,159.75	6/13/2018 - 2/8/2019	Rodney
Glendora	626-914-8216	Pasadena Avenue Street Rehabilitation #1243	Harutyun Mesopyah	78	\$ 168,712.10	3/19/2018 - 4/9/2018	Steve
Covina	626-384-5236	Grand Avenue Water Line Upgrade	Kristen Wagar	79	\$ 1,289,295.00	4/3/2018 - 10/9/2016	Gilbert
Glendora	626-335-6175	Auto Centre Dr/Amelia Avenue Improvement Project #1183/#1202	Joseph Velosa	78	\$ 896,840.00	4/3/2018 - 5/29/2018	Arturo
Whittier	562-567-9500	18-011 Hoover Avenue Water Main Replacement	Sunny Ng	82	\$ 1,513,600.00	7/2/2018 - 2/8/2019	David
Montclair	909-625-9444	Zone 4 Montclair Street Rehabilitation	Steve Stanton	80	\$ 3,696,445.00	5/14/2018 - 12/27/2018	Arturo
La Verne	909-596-8750	"E" Street "g" Water Main	Anthony Ciotti	79	\$ 773,658.00	6/11/2018 - 10/2/2018	David
La Verne	909-596-8750	2017-2018 CDBG Sidewalk Improvements	Anthony Ciotti	79	\$ 54,600.00	4/30/2018 - 5/8/2018	Rodney
La Verne	909-596-8750	Island Medians - Wheeler Avenue	Anthony Ciotti	78	\$ 97,512.00	5/9/2018 - 5/14/2018	Rodney
La Verne	909-596-8750	Wheeler Avenue Pavement Rehabilitation	Anthony Ciotti	78	\$ 690,300.00	6/5/2018 - 8/20/2018	Rodney
Glendora		Emergency - Juanita Ave		80	\$ 29,657.48	2/15/2018 - 2/19/2018	Gilbert
Montclair	909-625-9444	Central Avenue Alley Improvements	Steve Stanton	80	\$ 223,825.00	9/26/2018 - 10/30/2018	Arturo
Upland	909-291-2946	Linda Way Reconstruction/Utility Imp #7061	Bob Critchfield	80	\$ 356,375.00	8/30/2018 - 12/28/2018	Wayne
Covina	626-384-5236	Trip Road Improvement - Phase I	Kristen Wagar	81	\$ 2,433,358.00	9/25/2018 - 3/4/2019	Gilbert
Upland	909-291-2946	San Antonio Pavement Rehabilitation	Bob Critchfield	79	\$ 536,200.00	8/30/2018 - 8/30/2018	Wayne
Claremont	909-399-5395	Foothill Boulevard Mast Plan Improvement	Vincent Ramos	87/2Bxs	\$ 13,987,678.00	11/5/2018 - 9/8/2020	Arturo
Glendora	626-914-8255	Loraine Avenue Water #1240	Debbie Wood	83	\$ 2,157,500.00	2/6/2019 - 11/8/2019	Gilbert
Glendora	626-914-8216	Lone Hill Avenue Street Improvements #1274	Bardia Raston	81	\$ 840,625.00	3/18/2019 - 4/25/2019	Rodney
Glendora	626-335-6175	CDBG Laxford Street & Vencino Avenue Street Improvements #1277	Joseph Velosa	80	\$ 216,144.36	2/11/2019 - 2/21/2019	Rodney
Jurupa Valley		Jurupa Valley Emergency		80	\$ 29,657.48	2/15/2109 - 2/19/2019	Rudy
Baldwin Park	626-960-4011	Chevalier Drainage Project	Sam Gutiereez	81	\$ 106,620.00	2/25/2019 - 3/12/2019	Rodney

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Baldwin Park	626-960-4011	City Project #2018-0269 Various Locations	Sam Gutierrez	81	\$ 1,757,175.50	3/28/2019 - 5/22/2019	Rudy
La Verne	909-596-8750	2018-19 Pavment Management Program	Anthony Ciotti	81	\$ 579,638.20	2/27/2019 - 3/21/2019	Rodney
Sierra Madre	626-355-7135	FY 2018-19 Street Improvement	Bruce Inman	85	\$ 654,709.25	4/22/2019 - 6/28/2019	Rodney
El Monte	NA	Emergency Work - Valve Replacement Tyler & Irish	NA		\$ 14,653.33	3/1/2019 - 3/1/2019	Gilbert
Jurupa Valley		Jurupa Valley - Emergency Culvert Repair	Steve Loriso	80	\$ 29,657.48	2/15/2019 - 2/19/2019	Rudy
La Verne	909-596-8750	2018-19 PMP Various Locations	Anthony Ciotti	83	\$ 425,802.50	4/29/2019 - 5/14/2019	Steve
La Verne	909-596-8750	CDBG Sidewalk Project #1401123	Anthony Ciotti	81	\$ 98,800.00	5/27/2019 - 6/7/2019	Steve
La Verne	909-596-8750	Baseline Road	Anthony Ciotti	83	\$	6/11/2019 - 6/21/2019	Marcos
Pomona	909-802-7415	Street Preservation/ Local and Alleys	Steve Enna		\$ 3,995,744.00	6/17/2019 - 10/30/2019	Rudy/Pomona
Montclair	909-625-9444	San Jose Street Rehabilitation - #17022	Steve Stanton	83	\$ 286,929.00	7/1/2019 - 7/29/2019	Marcos
Walnut	909-594-9702	La Puente Road Rehabilitation - #178975	Jason Welday/RKA	84	\$ 593,622.50	7/1/19 - 10/21/2019	Rodney
San Dimas	909-934-6248	Avenida Entrada Street Improvements	Brandon Slater	85	\$ 897,998.00	8/5/2019 - 11/26/2019	Rodney
City of Industry	626-333-2211	Resurfacing of Don Julian Road	Kristen Weger		\$ 806,400.00	10/26/2020 - 01/01/2022	Rodney
City of Baldwin Park	626-960-4011	SB1 Puente Avenue Street Improvements	Sam Gutierrez	84	\$ 1,071,867.00	11/18/2019 - 3/14/2020	Gilbert
City of Duarte	626-357-7931	Removal of Barriers for ADA Ramps	Teres Renteria	85	\$ 41,080.00	12/2/2019 - 12/17/2019	Rodney
City of Chino Hills	909-364-2766	Los Serranos Transit #S19001	Steven Nix	84	\$ 397,210.00	1/6/2020 - 5/19/2020	Rodney
City of South Pasadena	626-403-7240	Alpha Ave/Melva Street Improvement	Kevin Ko	89	\$ 1,698,910.00	4/28/2020 - 10/27/2020	Gilbert
City of Montebello	323-887-1200	Beverly Boulevard Improvements	Roberta Lacayo	90	\$ 739,951.20	5/11/2020 - 6/25/2020	Rodney
City of Industry	626-333-2211	Annual Street Rehabilitation #CIP-STR-19-043-B	Gerry Perez	89	\$ 420,492.00	2/26/2020 - 9/22/2020	Marcos
City of Montclair	909-625-9444	Emergency Road Work	Steve Stanton	89	\$ 110,000.00	1/8/2020 - 1/20/2020	Gilbert

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Walnut		Emergency Work - Lemon Creek		85	\$ 14,800.00	1/8/2020 - 1/17/2020	NA
Covina	626-384-5236	Trip Road Imp/Phase II	Kristen Weger	85	\$ 1,728,775.00	2/3/2020 - 5/5/2020	Rodney
Downey	562-622-3468	Capital Improvement Project #19-04 - Samoline Avenue	Desi Gutierrez	85	\$ 717,800.00	2/3/2020 - 5/19/2020	Gilbert
La Verne	909-596-8750	Emergency - Channel Crossings	Anthony Ciotti	85	\$ 26,000.00	1/27/2020 - 01/30/2020	Gilbert
Baldwin Park	626-960-4011	Maine Avenue - PH I	Sam Gutierrez	84	\$ 1,715,418.60	3/9/2020 - 6/30/2020	Art/Marcos
Baldwin Park	626-960-4011	ATP Cycle 3 Pacific Ave.	Sam Gutierrez	88	\$ 2,112,094.90	5/13/2020 - 10/2/2020	Marcos
West Covina	626-939-8425	FY 2019-20 Residential Street Rehabilitation	Miguel Hernandez	89	\$ 969,070.55	6/1/2020 - 6/12/2020	Rodney
Sierra Madre	626-355-7135	FY 2019-20 Street Improvement	Bruce Inman	85	\$ 443,940.10	4/20/2020 - 5/19/2020	Rodney
Diamond Bar	909-839-7010	CDBG Area 1 Curb Ramp Project #60106919	Tommye Cribbins	89	\$ 129,820.00	6/8/2020 - 7/21/2020	Gonzalo
Pomona		Street Preservation - #428-68561 FY19-20		90	\$ 1,866,732.42	6/24/2020 - 12/23/2020	Rodney
Rancho Cucamonga	909-477-270	2019/20 Arterial Pavement Rehabilitation - #800-2017-11	Shelley Hayes	914	\$ 856,368.00	8/20/2020 - 11/6/2020	Wayne
Covina		Badillo Street Rehabilitation - #P1901-W2003		88	\$ 2,484,067.00	8/3/2020 - 1/27/2021	Gonzalo
Baldwin Park	626-960-4011	Morgan Park Parking Lot - City Project#CIP20-163	Sam Gutierrez	90	\$ 390,920.00	5/13/2020 - 9/22/2020	Marcos
Claremont	909-399-5459	Guardrail Replacement	Michelle Gonzales	89	\$ 48,500.00	7/22/2020 - 8/19/2020	Wayne
Chino		FY 15/16 Alley Reconstruction			\$ 1,816,952.85	12/7/2020 - In Progress	Gonzalo
Montclair	909-625-9444	Holt Boulevard Pavement Rehabilitation	Steve Stanton	89	\$ 886,393.28	10/5/2020 - 11/17/2020	Rodney
Covina	626-384-5236	Concrete Repairs	Kristen Weger		\$ 156,737.50	10/5/2020 - 10/30/2020	Gonzalo
Industry		Temple Ave Dual Right Turn CITY-1458		91	\$ 498,028.00	1/13/2021 - 3/19/2021	Rodney
La Verne		"D" Street Overlay Parkway Renovation			\$ 98,718.00	12/7/2020 - 12/22/2020	Gonzalo
Upland		Alley & Access Road Improvements #8801/8802/8803/86001		91	\$ 803,780.60	12/7/2020 - 5/4/2021	Gilbert/Marcos
Brea		Country Lane Street Rehabilitation		91	\$ 279,738.24	1/13/2021 - 2/11/2021	Gonalo
Downey		Telegraph Road Throughput & Safety Enhancements	Jasmine Fakhouri		\$ 6,322,707.13	5/3/2021 - 3/4/2022	Rodney

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Pomona		ADA Path of Travel, CDBG #428-6855, ADA Curb Ramps #428-67929	Michael Lee		\$ 1,323,000.00	3/22/2021 - 11/10/2021	Marcos
El Monte	626-580-2065	Valley Mall & Monterey	Kristen Lloyd	88	\$ 29,050.00	2/9/2021 - 2/12/2021	Gilbert
NA		Cal Spas Drainage	NA		\$ 84,104.00	02/19/2021 - 02/22/2021	Gonzalo
Pomona		Local Street Preservation 20-21 #428-68562	Daniel Chang		\$ 1,644,001.44	3/29/2021 - 12/10/2021	Marcos
Alhambra	626-570-5015	2020 Concrete Repair Improvements #N2M20-161		91	\$ 437,260.20	5/3/2021 - 7/13/2021	Gilbert
Duarte	626-357-7931	2020-2021 Street Rehabilitation	Teresa Renteria	90	\$ 343,393.44	4/12/2021 - 5/4/2021	Gilbert
West Covina	626-939-8425	FY 20-21 Reserial Street Rehabilitation #21020	Miguel Hernandez		\$ 1,374,712.02	6/1/2021 - 8/10/2021	Gilbert
Monterey		Atlantic Water Main			\$ 885,503.40	TBD	
Ontario		Water Main Replacement	Cunthia Torres		\$ 3,671,129.39	9/27/2021 - In Progress	Gilbert
Arcadia	626-256-6653	Live Oak Rehabilitation	Kevin Merrill		\$ 1,566,620.23	8/9/2021 - 10/13/2021	Gonzalo
Alhambra	626-570-5090	Water Main & Street Rehabilitation	Lauren Myles		\$ 981,161.10	2/11/2021 - In Progress	Rodney
Covina		Street Rehabilitation	Rafael Fajardo		\$ -	7/30/2021 - 11/10/2021	Richard
San Dimas	909-394-6248	Covina et al Street Improvement CC2021-03	Shari Garwick		\$ 1,298,484.70	9/27/2021 - In Progress	Richard
Covina	626-384-5236	Vita Pakt Main Replacement	Rafael Fajardo		\$ 398,060.00	8/19/2021 - 11/24/2021	Gilbert
Rancho Cucamonga		FY 21-22 Pavement Rehabilitation #8002021-02	Romeo David		\$ 178,301.84	10/25/2021 - 2/22/2022	Wayne
Montebello	323-887-1460	Beach Street Pavement	Samantha Chenelia		\$ 926,849.00	4/1/2022 - In Progress	Richard
Upland	909-291-2946	Civic Center Area Paving & ADA Improvements #82336 & #74004	Bob Critchfield		\$ 369,993.00	2/23/2022 - In Progress	Richard
Chino Hills	909-364-2766	Los Serranos Safe Routes to School East #ST210005	Steve Nix		\$ 866,872.80	3/7/2022 - In Progress	Marcos
Chino	909-334-3415	Alley/Sanitation Rehabilitation FY 202-21 @SN-211	Austin Pastovopit		\$ 1,423,393.75	3/14/2022 - In Progress	Gonzalo
Chino Hills		Saddle Replacement PH 3 - #W17001			\$ 1,183,700.00	TED	
Montclair	909-625-9444	Zone 5 & 6 Street Rehabilitation #21002	Steve Stanton		\$ 3,598,603.23	TBD	

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Glendora	626-335-6175	Cullen Avenue Wawter & Street Improvements #1317 & #1329	Joseph Velosa		\$ 411,180.90	1/31/2022 - 3/15/2022	Rodney
Montclair		Modular Restroom Facilities				TBD	
Ontario		Water Main Replacement PHII			\$ 6,733,323.98	TBD	
Rancho Cucamonga	909-477-2740	CDBG Concrete Rehabilitation			\$ 1,378,207.60	TBD	
Covina		Miscellaneous Concrete FY 2020-2021				TBD	
Arcadia		2021/2022 Annual Concrete Repairs #55331022				TBD	
Pomona		Street Preservation FY 21-22 #426-68572			\$ 2,335,605.90	TBD	

California Acknowledgment Form

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

State of California }
County of Los Angeles } ss.

On July 14, 2022 before me, N. Smith, Notary
(here insert name and title of the officer)
personally appeared Wayne J. Gentry

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/it~~ executed the same in his/~~her/its~~ authorized capacity(~~ies~~), and that by his 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.

Seal



WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read "N. Smith", written over a horizontal line.

Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Bidder's Information # of Pages: 1

Notes

City of Brea - Country Hills Subdivision Pavement & Water Improvements PH II #CIP-7322

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?

44 Years

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

☐ Yes

☒ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes

☒ No

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

Case Number

Bankruptcy Court

Date Filed

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

If "yes," explain on a separate page.

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

☐ Yes

☒ No

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

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

%

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

☐ Yes

☒ No

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

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid 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 and pavement types of work.

1. Project Name

Total Construction Value

ATTACHED

Description of Project

2. Project Name

Total Construction Value

Description of Project

3. Project Name

Total Construction Value

Description of Project

4. Project Name

Total Construction Value

Description of Project

5. Project Name

Total Construction Value

Description of Project

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

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Pomona		ADA Path of Travel, CDBG #428-6855, ADA Curb Ramps #428-67929	Michael Lee		\$ 1,323,000.00	3/22/2021 - 11/10/2021	Marcos
El Monte	626-580-2065	Valley Mall & Monterey	Kristen Lloyd	88	\$ 29,050.00	2/9/2021 - 2/12/2021	Gilbert
NA		Cal Spas Drainage	NA		\$ 84,104.00	02/19/2021 - 02/22/2021	Gonzalo
Pomona		Local Street Preservation 20-21 #428-68562	Daniel Chang		\$ 1,644,001.44	3/29/2021 - 12/10/2021	Marcos
Alhambra	626-570-5015	2020 Concrete Repair Improvements #N2M20-161		91	\$ 437,260.20	5/3/2021 - 7/13/2021	Gilbert
Duarte	626-357-7931	2020-2021 Street Rehabilitation	Teresa Renteria	90	\$ 343,393.44	4/12/2021 - 5/4/2021	Gilbert
West Covina	626-939-8425	FY 20-21 Reserial Street Rehabilitation #21020	Miguel Hernandez		\$ 1,374,712.02	6/1/2021 - 8/10/2021	Gilbert
Monterey		Atlantic Water Main			\$ 885,503.40	TBD	
Ontario		Water Main Replacement	Cunthia Torres		\$ 3,671,129.39	9/27/2021 - In Progress	Gilbert
Arcadia	626-256-6653	Live Oak Rehabilitation	Kevin Merrill		\$ 1,566,620.23	8/9/2021 - 10/13/2021	Gonzalo
Alhambra	626-570-5090	Water Main & Street Rehabilitation	Lauren Myles		\$ 981,161.10	2/11/2021 - In Progress	Rodney
Covina		Street Rehabilitation	Rafael Fajardo		\$ -	7/30/2021 - 11/10/2021	Richard
San Dimas	909-394-6248	Covina et al Street Improvement CC2021-03	Shari Garwick		\$ 1,298,484.70	9/27/2021 - In Progress	Richard
Covina	626-384-5236	Vita Pakt Main Replacement	Rafael Fajardo		\$ 398,060.00	8/19/2021 - 11/24/2021	Gilbert
Rancho Cucamonga		FY 21-22 Pavement Rehabilitation #8002021-02	Romeo David		\$ 178,301.84	10/25/2021 - 2/22/2022	Wayne
Montebello	323-887-1460	Beach Street Pavement	Samantha Chenelia		\$ 926,849.00	4/1/2022 - In Progress	Richard
Upland	909-291-2946	Civic Center Area Paving & ADA Improvements #82336 & #74004	Bob Critchfield		\$ 369,993.00	2/23/2022 - In Progress	Richard
Chino Hills	909-364-2766	Los Serranos Safe Routes to School East #ST210005	Steve Nix		\$ 866,872.80	3/7/2022 - In Progress	Marcos
Chino	909-334-3415	Alley/Sanitation Rehabilitation FY 202-21 @SN-211	Austin Pastovopit		\$ 1,423,393.75	3/14/2022 - In Progress	Gonzalo
Chino Hills		Saddle Replacement PH 3 - #W17001			\$ 1,183,700.00	TBD	
Montclair	909-625-9444	Zone 5 & 6 Street Rehabilitation #21002	Steve Stanton		\$ 3,598,603.23	TBD	

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Glendora	626-335-6175	Cullen Avenue Wawter & Street Improvements #1317 & #1329	Joseph Velosa		\$ 411,180.90	1/31/2022 - 3/15/2022	Rodney
Montclair		Modular Restroom Facilities					
Ontario		Water Main Replacement PHII				TBD	
Rancho Cucamonga	909-477-2740	CDBG Concrete Rehabilitation			\$ 6,733,323.98	TBD	
Covina		Miscellaneous Concrete FY 2020-2021			\$ 1,378,207.60	TBD	
Arcadia		2021/2022 Annual Conrete Repairs #55331022				TBD	
Pomona		Street Preservation FY 21-22 #426-68572				TBD	
					\$ 2,335,605.90	TBD	

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT #	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Walnut		Emergency Work - Lemon Creek		85	\$ 14,800.00	1/8/2020 - 1/17/2020	NA
Covina	626-384-5236	Trip Road Imp/Phase II	Kristen Weger	85	\$ 1,728,775.00	2/3/2020 - 5/5/2020	Rodney
Downey	562-622-3468	Capital Improvement Project #19-04 - Samoline Avenue	Desi Gutierrez	85	\$ 717,800.00	2/3/2020 - 5/19/2020	Gilbert
La Verne	909-596-8750	Emergency - Channel Crossings	Anthony Ciotti	85	\$ 26,000.00	1/27/2020 - 01/30/2020	Gilbert
Baldwin Park	626-960-4011	Maine Avenue - PH I	Sam Gutierrez	84	\$ 1,715,418.60	3/9/2020 - 6/30/2020	Art/Marcos
Baldwin Park	626-960-4011	ATP Cycle 3 Pacific Ave.	Sam Gutierrez	88	\$ 2,112,094.90	5/13/2020 - 10/2/2020	Marcos
West Covina	626-939-8425	FY 2019-20 Residential Street Rehabilitation	Miguel Hernandez	89	\$ 969,070.55	6/1/2020 - 6/12/2020	Rodney
Sierra Madre	626-355-7135	FY 2019-20 Street Improvement	Bruce Inman	85	\$ 443,940.10	4/20/2020 - 5/19/2020	Rodney
Diamond Bar	909-839-7010	CDBG Area 1 Curb Ramp Project #60106919	Tommye Cribbins	89	\$ 129,820.00	6/8/2020 - 7/21/2020	Gonzalo
Pomona		Street Preservation - #428-68561 FY19-20		90	\$ 1,866,732.42	6/24/2020 - 12/23/2020	Rodney
Rancho Cucamonga	909-477-270	2019/20 Arterial Pavement Rehabilitation - #800- 2017-11	Shelley Hayes	914	\$ 856,368.00	8/20/2020 - 11/6/2020	Wayne
Covina		Badillo Street Rehabilitation - #P1901-W2003		88	\$ 2,484,067.00	8/3/2020 - 1/27/2021	Gonzalo
Baldwin Park	626-960-4011	Morgan Park Parking Lot - City Project#CIP20- 163	Sam Gutierrez	90	\$ 390,920.00	5/13/2020 - 9/22/2020	Marcos
Claremont	909-399-5459	Guardrail Replacement	Michelle Gonzales	89	\$ 48,500.00	7/22/2020 - 8/19/2020	Wayne
Chino		FY 15/16 Alley Reconstruction			\$ 1,816,952.85	12/7/2020 - In Progress	Gonzalo
Montclair	909-625-9444	Holt Boulevard Pavement Rehabilitation	Steve Stanton	89	\$ 886,393.28	10/5/2020 - 11/17/2020	Rodney
Covina	626-384-5236	Concrete Repairs	Kristen Weger		\$ 156,737.50	10/5/2020 - 10/30/2020	Gonzalo
Industry		Temple Ave Dual Right Turn CITY-1458		91	\$ 498,028.00	1/13/2021 - 3/19/2021	Rodney
La Verne		"D" Street Overlay Parkway Renovation			\$ 98,718.00	12/7/2020 - 12/22/2020	Gonzalo
Upland		Alley & Access Road Improvements #8801/8802/8803/86001		91	\$ 803,780.60	12/7/2020 - 5/4/2021	Gilbert/Marcos
Brea		Country Lane Street Rehabilitation		91	\$ 279,738.24	1/13/2021 - 2/11/2021	Gonalo
Downey		Telegraph Road Throughput & Safety Enhancements	Jasmine Fakhouri		\$ 6,322,707.13	5/3/2021 - 3/4/2022	Rodney

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Baldwin Park	626-960-4011	City Project #2018-0269 Various Locations	Sam Gutierrez	81	\$ 1,757,175.50	3/28/2019 - 5/22/2019	Rudy
La Verne	909-596-8750	2018-19 Pavment Management Program	Anthony Ciotti	81	\$ 579,638.20	2/27/2019 - 3/21/2019	Rodney
Sierra Madre	626-355-7135	FY 2018-19 Street Improvement	Bruce Inman	85	\$ 654,709.25	4/22/2019 - 6/28/2019	Rodney
El Monte	NA	Emergency Work - Valve Replacement Tyler & Irish	NA		\$ 14,653.33	3/1/2019 - 3/1/2019	Gilbert
Jurupa Valley		Jurupa Valley - Emergency Culvert Repair	Steve Loriso	80	\$ 29,657.48	2/15/2019 - 2/19/2019	Rudy
La Verne	909-596-8750	2018-19 PMP Various Locations	Anthony Ciotti	83	\$ 425,802.50	4/29/2019 - 5/14/2019	Steve
La Verne	909-596-8750	CDBG Sidewalk Project #1401123	Anthony Ciotti	81	\$ 98,800.00	5/27/2019 - 6/7/2019	Steve
La Verne	909-596-8750	Baseline Road	Anthony Ciotti	83	\$ -	6/11/2019 - 6/21/2019	Marcos
Pomona	909-802-7415	Street Preservation/ Local and Alleys	Steve Enna		\$ 3,995,744.00	6/17/2019 - 10/30/2019	Rudy/Pomona
Montclair	909-625-9444	San Jose Street Rehabilitation - #17022	Steve Stanton	83	\$ 286,929.00	7/1/2019 - 7/29/2019	Marcos
Walnut	909-594-9702	La Puente Road Rehabilitation - #178975	Jason Welday/RKA	84	\$ 593,622.50	7/1/19 - 10/21/2019	Rodney
San Dimas	909-934-6248	Avenida Entrada Street Improvements	Brandon Slater	85	\$ 897,998.00	8/5/2019 - 11/26/2019	Rodney
City of Industry	626-333-2211	Resurfacing of Don Julian Road	Kristen Weger		\$ 806,400.00	10/26/2020 - 01/01/2022	Rodney
City of Baldwin Park	626-960-4011	SB1 Puente Avenue Street Improvements	Sam Gutierrez	84	\$ 1,071,867.00	11/18/2019 - 3/14/2020	Gilbert
City of Duarte	626-357-7931	Removal of Barriers for ADA Ramps	Teres Renteria	85	\$ 41,080.00	12/2/2019 - 12/17/2019	Rodney
City of Chino Hills	909-364-2766	Los Serranos Transit #S19001	Steven Nix	84	\$ 397,210.00	1/6/2020 - 5/19/2020	Rodney
City of South Pasadena	626-403-7240	Alpha Ave/Melva Street Improvement	Kevin Ko	89	\$ 1,698,910.00	4/28/2020 - 10/27/2020	Gilbert
City of Montebello	323-887-1200	Beverly Boulevard Improvements	Roberta Lacayo	90	\$ 739,951.20	5/11/2020 - 6/25/2020	Rodney
City of Industry	626-333-2211	Annual Street Rehabilitation #CIP-STR-19-043-B	Gerry Perez	89	\$ 420,492.00	2/26/2020 - 9/22/2020	Marcos
City of Montclair	909-625-9444	Emergency Road Work	Steve Stanton	89	\$ 110,000.00	1/8/2020 - 1/20/2020	Gilbert

OWNER	Phone# - City	JOB NAME/LOCATION/ CONTRACT#	CONTACT PERSON	BOX #	ESTIMATED CONTRACT AMOUNT	Date First - Last on Job	FOREMAN
Covina	626-384-5236	Cypress Reservoir Drainage Improvements	Kristen Wagar	78	\$ 97,680.00	4/18/2018 - 5/11/2018	David
Baldwin Park	626-960-4011	Residential Street Rehabilitation - #2018-0220	Sam Gutierrez	83	\$ 653,070.00	4/3/2018 - 5/29/18	Rodney
LACDPW	626-458-3111	Ballentine Pl. et al - Project #RDC0015528	Harry Cong	82	\$ 4,600,159.75	6/13/2018 - 2/8/2019	Rodney
Glendora	626-914-8216	Pasadena Avenue Street Rehabilitation #1243	Harutyun Mesopyah	78	\$ 168,712.10	3/19/2018 - 4/9/2018	Steve
Covina	626-384-5236	Grand Avenue Water Line Upgrade	Kristen Wagar	79	\$ 1,289,295.00	4/3/2018 - 10/9/2016	Gilbert
Glendora	626-335-6175	Auto Centre Dr/Amelia Avenue Improvement Project #1183/#1202	Joseph Velosa	78	\$ 896,840.00	4/3/2018 - 5/29/2018	Arturo
Whittier	562-567-9500	18-011 Hoover Avenue Water Main Replacement	Sunny Ng	82	\$ 1,513,600.00	7/2/2018 - 2/8/2019	David
Montclair	909-625-9444	Zone 4 Montclair Street Rehabilitation	Steve Stanton	80	\$ 3,696,445.00	5/14/2018 - 12/27/2018	Arturo
La Verne	909-596-8750	"E" Street "8" Water Main	Anthony Ciotti	79	\$ 773,658.00	6/11/2018 - 10/2/2018	David
La Verne	909-596-8750	2017-2018 CDBG Sidewalk Improvements	Anthony Ciotti	79	\$ 54,600.00	4/30/2018 - 5/8/2018	Rodney
La Verne	909-596-8750	Island Medians - Wheeler Avenue	Anthony Ciotti	78	\$ 97,512.00	5/9/2018 - 5/14/2018	Rodney
La Verne	909-596-8750	Wheeler Avenue Pavement Rehabilitation	Anthony Ciotti	78	\$ 690,300.00	6/5/2018 - 8/20/2018	Rodney
Glendora		Emergency - Juanita Ave		80	\$ 29,657.48	2/15/2018 - 2/19/2018	Gilbert
Montclair	909-625-9444	Central Avenue Alley Improvements	Steve Stanton	80	\$ 223,825.00	9/26/2018 - 10/30/2018	Arturo
Upland	909-291-2946	Linda Way Reconstruction/Utility Imp #7061	Bob Critchfield	80	\$ 356,375.00	8/30/2018 - 12/28/2018	Wayne
Covina	626-384-5236	Trip Road Improvement - Phase I	Kristen Wagar	81	\$ 2,433,358.00	9/25/2018 - 3/4/2019	Gilbert
Upland	909-291-2946	San Antonio Pavement Rehabilitation	Bob Critchfield	79	\$ 536,200.00	8/30/2018 - 8/30/2018	Wayne
Claremont	909-399-5395	Foothill Boulevard Mast Plan Improvement	Vincent Ramos	87/2Bxs	\$ 13,987,678.00	11/5/2018 - 9/8/2020	Arturo
Glendora	626-914-8255	Loraine Avenue Water #1240	Debbie Wood	83	\$ 2,157,500.00	2/6/2019 - 11/8/2019	Gilbert
Glendora	626-914-8216	Lone Hill Avenue Street Improvements #1274	Bardia Raston	81	\$ 840,625.00	3/18/2019 - 4/25/2019	Rodney
Glendora	626-335-6175	CDBG Laxford Street & Vencino Avenue Street Improvements #1277	Joseph Velosa	80	\$ 216,144.36	2/11/2019 - 2/21/2019	Rodney
Jurupa Valley		Jurupa Valley Emergency		80	\$ 29,657.48	2/15/2109 - 2/19/2019	Rudy
Baldwin Park	626-960-4011	Chevalier Drainage Project	Sam Gutierrez	81	\$ 106,620.00	2/25/2019 - 3/12/2019	Rodney

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

Gentry Brothers, Inc., and Federal Insurance Company

as PRINCIPAL, and

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

In no case shall the liability of the surety hereunder exceed the sum of

\$ Ten percent (10%) of the total bid amount. 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 "Country Hills Subdivision Pavement and Water Improvements, Phase 2, CIP 7322"

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on July 26, 2022."

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 13th day of July, 2022.

Gentry Brothers, Inc.

Principal

By: 

Federal Insurance Company

Surety


Ryan Butterfas, 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 _____)

) **SEE ATTACHED**

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
(Signature of Notary Public)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**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 JUL 13 2022

Date

before me,

Adelaide C. Hunter, Notary Public

Here Insert Name and Title of the Officer

personally appeared

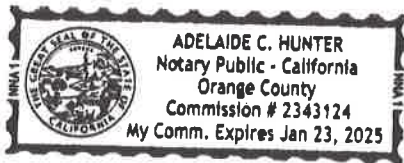
Ryan Butterfas

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

A handwritten signature in blue ink, appearing to read "A. Hunter".

*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Ryan Butterfas, Linda D. Coats, Matthew J. Coats and Summer Reyes of Laguna Hills, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 18th day of November, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 18th day of November, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316686
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 13th day of July, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

California Acknowledgment Form

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

State of California }
County of Los Angeles } ss.

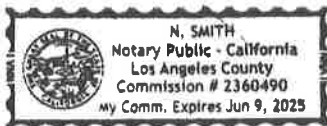
On July 14, 2022 before me, N. Smith, Notary
(here insert name and title of the officer)
personally appeared Wayne J. Gentry

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(~~XXXXX~~) executed the same in his(~~XXXXX~~) or au-thorized capacity(~~s~~), and that by his signature(~~s~~) ~~XXX~~ 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.

Seal

WITNESS my hand and official seal.



N. Smith
Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Bid Bond # of Pages: 1

Notes

City of Brea - Country Hills Subdivision Pavement & Water Improvements PH II #CIP-7322

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Jason Killebrew

DATE: 09/13/2022

SUBJECT: Consideration of Parking Agreement at 220 S. Orange Avenue with Brea Olinda Unified School District (BOUSD)

RECOMMENDATION

Staff recommends that the Finance Committee recommend the City Council take the following actions:

Provide direction on the terms and conditions for the proposed parking agreement between the City of Brea and the Brea Olinda Unified School District (BOUSD) located at 220 S. Orange Avenue.

1. Authorize the Community Development Director, or his designee, to execute, administer, and take the necessary actions to implement an agreement with BOUSD for the use of the parking lot located at 220 S. Orange Avenue.

BACKGROUND/DISCUSSION

The City of Brea owns property located at 220 South Orange Avenue, which is currently improved with approximately 20 marked parking spaces. The Brea Olinda Unified School District ("BOUSD") is seeking to lease this area in order to provide additional parking spaces for Laurel Elementary Magnet School. This surface parking lot was previously utilized for valet parking for downtown businesses and has since been underutilized following the construction of the Downtown Brea parking structure located across Orange Avenue to the west. The parking lot was identified in the Kittleson Report as an opportunity for Laurel Elementary Magnet School staff to utilize. In a continued partnership effort, staff is supportive of BOUSD's use of the parking lot based on the following terms and conditions:

Terms: The terms of the agreement would be as follows:

1. **The term of the agreement would align with the current school year.** It would commence on the date executed and remain in place through June 30, 2023. There would be an opportunity for up to three one-year extension(s), upon agreement of both parties, that would commence on July 1, 2023.
2. **Each space would be leased to BOUSD for \$100.00 per space annually.** Since BOUSD intends to rent all 20 spaces, the total annual rental payment to the City would be \$2,000.00 per year. The first year would be prorated for BOUSD, as determined per the agreement commencement date.

Conditions: The City would request certain conditions of BOUSD to ensure the lot is utilized in a mutually-agreeable manner. The following conditions would be proposed by the City:

1. **BOUSD would share the parking spaces outside the school's typical operational hours.** While staff supports allowing opportunities for BOUSD staff to utilize the parking lot during their work hours, the City would also like to preserve the opportunity for parking by members of the public outside of school hours, such as during nights and weekends. This would allow for parking for those visiting businesses in Downtown Brea during its peak hours.
2. **BOUSD would be responsible for the general routine clean-up of the lot.** As predominant users of the lot, BOUSD would be responsible for the general removal of trash, debris, etc. from the area.

City staff is seeking direction from Finance Committee regarding the terms and conditions of this proposal, as well as the authorization for the Community Development Director, or his designee, to execute, administer, and take the necessary actions to implement this agreement with BOUSD.

SUMMARY/FISCAL IMPACT

By approving this agreement, the City will receive an additional \$2,000.00 annually as revenue to the General Fund.

RESPECTFULLY SUBMITTED

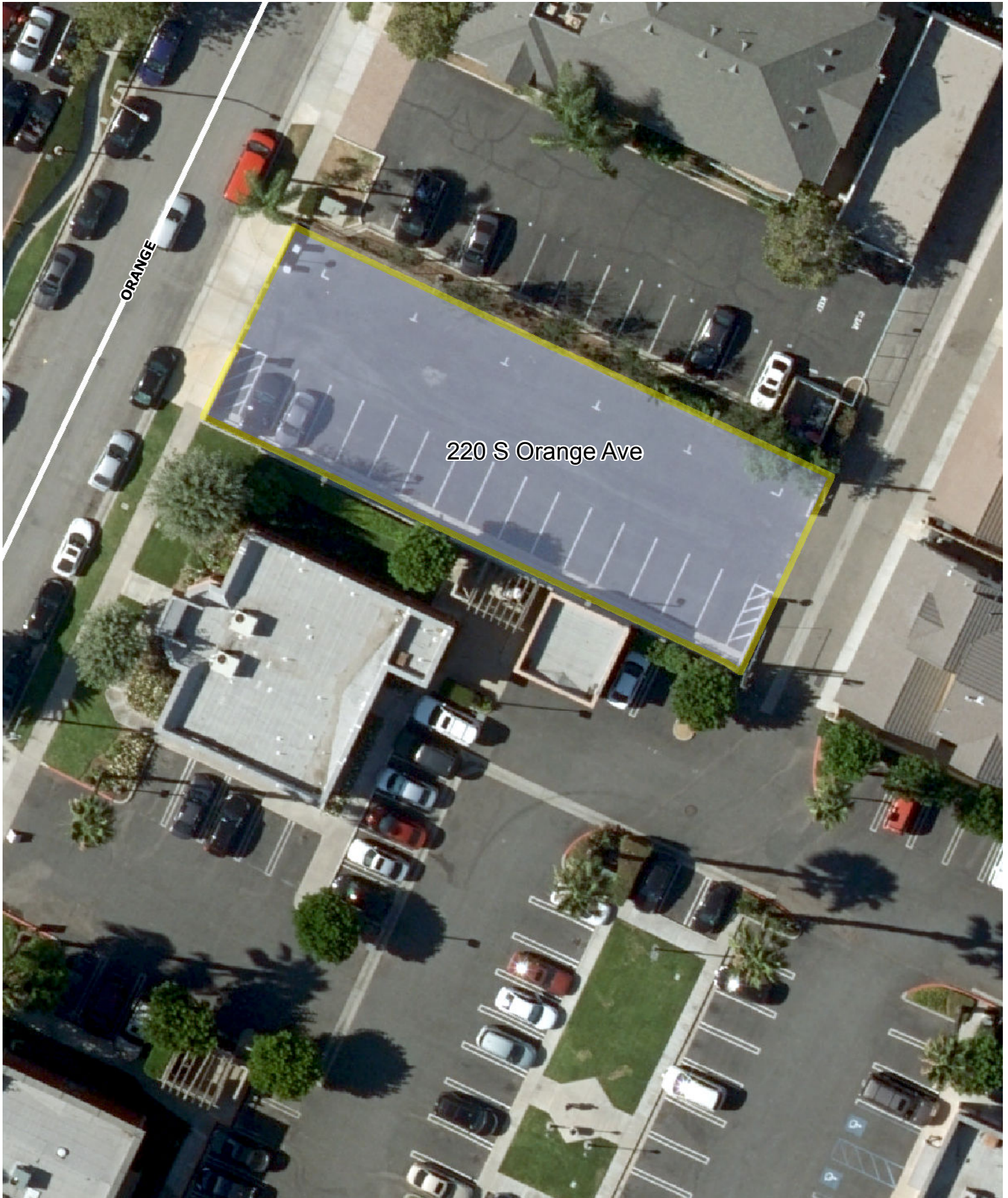
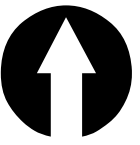
William Gallardo, City Manager

Prepared by: Melissa Davis, Management Analyst II

Concurrence: Jason Killebrew, Community Development Director

Attachments

Exhibit - Map of Parking Lot



City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 09/13/2022

SUBJECT: Amendment No. 2 with PeopleSpace for Civic & Cultural Center 3rd Floor Redesign and Furniture Purchase

RECOMMENDATION

1. Approve Amendment No. 2 with PeopleSpace in an amount not-to-exceed \$250,000 - 265,000 (*estimate*) resulting in a total contract not-to-exceed \$754,000 - 769,000 (*estimate*); and
2. Authorize Public Works Director to approve change orders up to 5% of the not-to-exceed amount; and
3. Appropriate up to \$15,000 from the Fixed Asset Replacement Fund (182) to the Capital Improvement Program (CIP) Budget to complete the project.

BACKGROUND/DISCUSSION

The Civic & Cultural Center 3rd Floor Redesign Project has been an operational goal for over ten years and began to be implemented in 2018. At that time, a cross-departmental working group was formed to determine the needs of the organization, and how those needs relate to offering premier customer service to the Brea community.

On July 16, 2019, the City Council authorized a contract in the amount \$347,606, plus a 10% contingency, with PeopleSpace to implement Phase 1 of the Civic & Cultural Center 3rd Floor Redesign Project. This phase included the purchase and installation of approximately 90 workstations for staff working on the 3rd floor. Since the existing cubicle furniture on the 3rd floor was original to the building, the main goal of this phase was to bring the current office up to date to improve safety and reduce potential hazards of old infrastructure. An additional goal was to bring individuals from the same teams closer together, as many were separated, to increase efficiency, collaboration and innovation.

On August 18, 2020, the City Council authorized Amendment No. 1 to implement Phase 2, bringing the aggregate not-to-exceed amount to \$503,468, plus a 5% contingency. This phase included the purchase and installation of office furniture for mid-level managers, as well as additional furniture for collaborative spaces and meeting rooms across the 3rd floor.

City Council authorized funding for Phase 3, the final phase, as part of the Capital Improvement Program for Fiscal Year 2021-22. Staff is now seeking City Council approval to amend the original contract to implement Phase 3. This final phase would include purchasing furniture for the remaining existing offices on the 3rd floor to achieve consistency with the recent improvements and a professional, yet affordable, aesthetic across City offices. This

would complete the project and provide office furniture needs for the next decade or more.

PeopleSpace recently made staff aware that the product manufacturer is anticipating an overall pricing increase of 15% effective October 1, 2022, which could equate to roughly \$40,000 in additional charges. Staff has been working with PeopleSpace to expedite ordering product in advance of this price increase, however, staff is still awaiting the final and complete cost estimate. Staff is estimating a final cost proposal will be available by the time Finance Committee meets and will be able to facilitate a discussion at that time. Currently, staff is anticipating the cost to be near the CIP budget amount of \$250,000, but due to other cost increases over the past year related to supply chain issues there is a chance prices could exceed that original budget. If so, staff's recommendation would be to appropriate additional funds to complete and close out this project, as opposed to deferring any purchases and risk additional price increases.

When this project was first implemented, PeopleSpace was selected as the preferred vendor due to their participation in the County of Orange's competitive bid process. For this reason other local agencies have also recently utilized PeopleSpace to refurbish their office spaces, including the cities of La Habra, Laguna Niguel, Westminster, and Buena Park.

SUMMARY/FISCAL IMPACT

City Council has already authorized \$250,000 for Phase 3 of this project to be included in the Capital Improvement Program. Upon receipt of the final cost estimate, staff will be able to determine if additional funds (up to \$15,000 from the Fixed Asset Replacement Fund (182)) are needed to complete the project.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Jenn Colacion, Management Analyst and

Melissa Davis, Management Analyst

Attachments

Amendment No. 2 - Draft

Amendment No. 1

Original Professional Services Agreement

AMENDMENT NO. 2
to the AGREEMENT for PROFESSIONAL SERVICES
with PeopleSpace.
for Design, Furnishing and Installation 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 PeopleSpace ("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 ***July 18, 2019*** ("Agreement Date"), whereby CONTRACTOR agreed to ***provide Design, Furnishing and Installation Services for the Civic Center 3rd floor Remodel Project*** 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").
- B. The Parties agreed to Amendment No. 1 to increase the not-to-exceed aggregate amount from \$347,606 to \$503,468, plus a 5% contingency.

II. Amendment

The Parties agree to amend this Agreement as follows:

- A. ***Increase the not-to-exceed aggregate amount from \$503,468 to \$769,000 plus a 5% contingency.***
- 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: PeopleSpace

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 Brian Airth

Title Chief Business Development Officer

Address, Suite# 17800 Mitchell North

City, State, Zip Irvine, CA 92614

Phone (949) 724-9444

Email brian@peoplespace.com

Signature(s):
(principal)

Date: | |

Signature(s):
(2nd Signature required if corp)

Date: | |

City of Brea

City of Brea, a California Municipal Corporation

Address: 1 Civic Center Circle

City, State, Zip: Brea, California 92821

Printed Name: Cecilia Hupp

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 _____

AMENDMENT NO. 1
to the AGREEMENT for PROFESSIONAL SERVICES
with PeopleSpace.
for Design, Furnishing and Installation 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 PeopleSpace ("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 **July 18, 2019** ("Agreement Date"), whereby CONTRACTOR agreed to **provide Design, Furnishing and Installation Services for the Civic Center 3rd floor Remodel Project** 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 \$347,606.00 to \$503,468.00 plus a 5% contingency.**
- 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: PeopleSpace

Taxpayer ID#: 33-0894213

only for Public Works projects

Contractor Lic.#:

DIR Reg#:

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

Authorized Signatory Brian Airth

Title Chief Business Development Officer

Address, Suite# 17800 Mitchell North

City, State, Zip Irvine, CA 92614

Phone (949) 724-9444

Email brian@peoplespace.com

Signature(s):
(principal)



Date: 8 / 12 / 2020

Signature(s):

(2nd Signature required if corp)



Date: 8 / 12 / 2020

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 8/18/2020



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

8/19/20

**PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT ("Agreement") is effective **on the date on which this Agreement is executed by the City of Brea**, ("Effective Date"), and is between **PeopleSpace**, ("CONTRACTOR") and the CITY OF BREA, a California municipal corporation ("CITY"). CONTRACTOR and CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party". The Parties agree as follows:

I. Agreement

- A. This Agreement, together with the following exhibits are incorporated herein by reference, and supersedes all prior agreements and understandings:
 - Exhibit A – Scope of Services/Specifications
 - Exhibit B – Compensation
 - Exhibit C – General Provisions
 - Exhibit D – Indemnity and Insurance Requirements
 - Exhibit E – Labor Code Requirements
- B. This Agreement may be modified by written amendment executed by all parties.

II. Scope of Services Summary

CONTRACTOR shall, during the Term of the Agreement, **Design, Furnish, and Install Furniture for the 3rd Floor of the Brea Civic and Cultural Center** as further set forth in Exhibit A, all to CITY's reasonable satisfaction (collectively, the "Services").

III. Term of the Agreement

- A. CONTRACTOR shall commence performance of Services on **the date indicated in the notice to proceed issued by the City Project Manager**.
- B. AGREEMENT shall remain in full force and effect **until all Services have been performed satisfactorily** unless sooner terminated as set forth in the Termination subsection of Exhibit C ("Term").
- C. AGREEMENT may **not be extended except by written amendment by Parties prior to the expiration of the Term**.

IV. Compensation Summary

- A. CITY shall pay CONTRACTOR for satisfactorily and completely rendered Services according to prices and in the manner set forth in Exhibit B. Parties agree that full and complete payment for all Services shall not exceed **\$347,606, plus a 10% contingency** ("Contract Amount"). The CITY shall have no obligation to pay any amount in excess of the foregoing amounts, unless agreed to in writing by the CITY.
- B. CONTRACTOR shall not render any services in excess of the Services described in Exhibit A ("Additional Services") without CITY's prior written approval. Any work performed without CITY's prior written approval shall be deemed to have been performed as part of the Services and included within the not-to-exceed Contract Amount.

V. Insurance Requirements Summary

- A. All insurance shall comply with the specific requirements set forth in Exhibit D.
- B. Exhibit D shall govern in the event of any conflict with the following coverages.
 - 1. **Commercial General Liability (CGL)**
Limits shall be no less than \$2,000,000 per occurrence.
 - 2. **Automobile Liability Insurance (ALI) (any auto)**
Limits shall be no less than \$2,000,000 per occurrence.
 - 3. **Workers' Compensation**
State of California statutory limits
Employer's Liability Insurance
Limits shall be no less than \$1,000,000 per accident for bodily injury or disease.
 - 4. **Professional Liability Insurance (PL)**
Limits shall be no less than \$2,000,000 per claim.
- C. Bonds
 - 1. **Performance Bond**
Fifty percent (50% of the amount of this Agreement).
 - 2. **Payment Bond**
Fifty percent (50% of the amount of this Agreement).
 - 3. **Warranty Bond**
One-hundred percent (100% of the amount of this Agreement).

VI. Notices and Designated Representatives

All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail, whether or not a signed receipt is received, provided a proof of delivery is obtained. All communications shall be sent to:

CITY – Project Manager:
Jenn Colacion
Management Analyst
1 Civic Center Circle
Brea, CA 92821
(714) 671-4452 phone
JenniferC@CityofBrea.net

CITY – City Clerk (if over \$25,000):
Lillian Harris-Neal, MMC
City Clerk
1 Civic Center Circle
Brea, CA 92821
(714) 990-7757 phone
LillianHN@CityofBrea.net

CONTRACTOR:

Representative's Name	Brian Sigler
Title	Business Development Manager
Address, Suite#	17800 Mitchell North
City, State, Zip	Irvine, CA 92614
Phone	(949) 724-9444
Email	bsigler@peoplespace.com

(SIGNATURES ON FOLLOWING PAGE)

City of Brea
Design, Furnish, and Install Furniture

Contract # 2019042602

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first set forth above. The undersigned Parties represent and warrant that they are authorized to bind their principles to the terms of this agreement.

CONTRACTOR

Business Name: PeopleSpace, Inc.

Federal ID# 33-0894213

only for Public Works projects Contractor Lic.#: 989310 DIR Reg#: 1000015449

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

Address: 17800 Mitchell North

City, State, Zip: Irvine, CA, 92614

Printed Name & Title: Jesse Bagley, CEO and Brian Airth, Chief Business Development Officer

Phone & Email: (949) 724-9444; jesse@peoplespace.com and brian@peoplespace.com

Signature(s):
(principal)

Date: 07/09/19

Signature(s):
(2nd Signature required if corp)

Date: 07/09/19

CITY OF BREA

City of Brea, a California Municipal Corporation

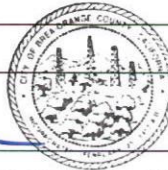
Mailing Address: 1 Civic Center Circle

City, State, Zip: Brea California 92821

Printed Name & Title: Christine Marick, Mayor

Authorized Signature: 

Date 7/18/19



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

Printed Name & Title: Lillian Harris-Neal, City Clerk

Authorized Signature: 

Date 7/18/19

**EXHIBIT A
SCOPE OF SERVICES**

I. Time of Performance

- A. **Commencement and Completion of Work.** The Services to be performed pursuant to this Agreement shall commence upon receipt of written notice to proceed from the City. Failure to commence work in a timely manner and/or diligently pursue work to completion may be deemed to be a breach, resulting in termination of this Agreement.
- B. **Schedule.** After commencement of performance pursuant to paragraph A, above, the Services must be completed ***within the mutually agreed-upon time.***
- C. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations enacted after the Effective Date, riots, acts of war, or any other conditions beyond the reasonable control of a party.

II. Additional Services

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

III. City Provisions

None.

IV. Ownership of Work Product

- A. Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONTRACTOR in the performance of this Agreement (collectively, "Work Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Work Product shall be considered to be "works made for hire", and all Work Product and any and all intellectual property rights arising from creation thereof, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONTRACTOR shall not obtain or attempt to obtain copyright protection as to any of the Work Product.
- B. CONTRACTOR hereby assigns to CITY all ownership and any and all intellectual property rights to the Work Product that are not otherwise vested in the CITY pursuant to the foregoing paragraph.

CONTRACTOR warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component

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

Continued on Next Page

V. Scope of Services

- A. CONTRACTOR shall furnish all labor, materials and equipment necessary to provide the Services.
- B. The Services include and the CITY requires CONTRACTOR to:
1. DESIGN
 - a) Design services shall include the assessment of departmental needs and preparation of a preliminary space plan for the entire 3rd floor area to assist the City of Brea in becoming more efficient and collaborative, as well as recommend furniture solutions based on a new design layout. Consultant shall prepare final design to include construction-level drawings/specifications for a portion of the 3rd floor based on cost estimates provided by consultant for general areas noted below. Private office construction drawings are not part of this scope-of-work.
 - b) The "Priority Area" consists of 39 workstations and 16 private offices, and is expected to be the first portion to be constructed. The remaining areas will be completed in a later phase to be determined by City Council approval and budgetary appropriations, unless current project budget allows them be constructed along with the "Priority Area."

Design Criteria:

- Create a space plan for the 3rd floor based on input provided by City staff.
 - Unify departments for improved efficiency and collaboration.
 - Make recommendations for consistency among workstation sizes.
 - Address needs for storage and collaborative areas.
 - Proposed furniture solutions for all cubicles and private offices.
 - Ensure sufficient access to power and network connectivity.
 - Consider design elements for outdoor spaces along the 3rd floor veranda.
 - Consultant shall be required to collaborate with two other pending projects that will be taking place simultaneously. Perimeter office construction will create enclosed office spaces for management staff and may impact the priority area depending on the exact size of the offices after they are built. Also, City staff is working on improved security measures which will include creating entry points for employee-only access. Any impact to the design phase of this project will be identified and addressed as we move from Consultant selection to project kickoff discussion.
2. FURNITURE PURCHASE
 - a) Consultant shall be expected to provide a comprehensive inventory of the items recommended for purchase (e.g. desks, cubicles, shelving, etc.) to furnish the workstations and private

offices as specified in the approved design. Consultant is expected to be a licensed or approved installer for the manufacturer of the furniture being recommended. The City shall determine the make, style, and grade for final purchase based on the City's evaluation of the product line. City will coordinate with vendor as appropriate throughout the process to order, store (if necessary), deliver and install the furniture.

3. INSTALLATION

- a) Consultant will provide the necessary installation services to complete the furnishing of offices and workspaces as specified in the approved design. Installers are expected to possess the required D-34 Contractor's License and provide compensation to installation teams subject to prevailing wages.

4. WORK SCHEDULE

- a) Consultant shall be expected to complete the Preliminary and Final Design of the project within 12 weeks from the Notice to Proceed (NTP). Upon completion, evaluation and formal acceptance of the design product, Consultant shall be expected to assist with furniture purchase within 4 weeks. Upon receipt of product, Consultant shall be expected to coordinate with City staff to develop a timeline for installation with minimal impact on the organization (Example: Install 15 cubicles over a 3-day weekend).

End of Exhibit A

**EXHIBIT B
COMPENSATION**

I. Total Compensation

- A. CONTRACTOR agrees to accept the specified compensation as set forth in this Agreement as full payment for satisfactorily performing all work, including furnishing all labor and materials required to fully and satisfactorily complete the Services to CITY's reasonable satisfaction. To the maximum extent permitted by law, CONTRACTOR assumes all risks related to its performance of the Services including risks of unforeseen difficulties or conditions which may arise or be encountered in the performance of the Services. CONTRACTOR shall only be compensated as set forth herein for work satisfactorily performed in accordance with the Scope of Work.
- B. **Contract Amount.** Payment shall not exceed the total, all-inclusive amount of **\$347,606, plus a 10% contingency** for the Term.
- C. **CITY shall have no obligation to pay any sum in excess of the Fixed Prices and/or Total Contract Amount unless authorized by in writing by the CITY.**

II. Fees and Expenses

- A. **Lump Sum.** *CONTRACTOR shall be paid for the performance of Services on a fixed not-to-exceed lump sum basis in accordance with Attachment 1 to Exhibit B.*
- B. **Reimbursable Expenses.** *None allowed.*

III. Manner of Payment and Accounting Requirements

- A. Taxes
 - 1. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request.
 - 2. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section.
- B. Payment Terms
 - 1. CONTRACTOR shall submit invoices in arrears, after Services have been received. CITY will make payment in net 30 days after receipt of an undisputed invoice in a format acceptable to CITY. Invoices are subject to routine processing requirements. The responsibility for providing an acceptable invoice to CITY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.
 - 2. Billing shall cover Services not previously invoiced. CONTRACTOR shall reimburse CITY for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
 - 3. Payments made by the CITY shall not preclude the right of the CITY from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

C. Invoices

1. CONTRACTOR will provide an invoice on the CONTRACTOR'S letterhead. Each invoice will have a unique number and must include:

- a) Contractor's name and address
- b) Contractor's remittance address, if different from above
- c) Contractor's Taxpayer ID Number
- d) Name of City Agency/Department
- e) Delivery/service address
- f) Contract number
- g) Purchase Order (PO) number
- h) Date of invoice
- i) Description of Services/Goods
- j) Sales tax, if applicable
- k) Freight/delivery charges, if applicable
- l) Total

2. Invoices and support documentation are to be forwarded to:

- a) City of Brea
- b) Accounts Payable
- c) 1 Civic Center Circle
- d) Brea CA 92821

3. City does not accept electronic invoices.

D. Accounting Records of CONTRACTOR

1. During performance of this Agreement and for a period of three (3) years after termination or expiration of this Agreement, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's reimbursable expenses, if any, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

End of Exhibit B

Attachment 1 to Exhibit B
Billable Rates

Item	Description	Qty	Price	Total
01	Preliminary Design	1	\$5,100	\$5,100
02	Final Design	1	\$9,350	\$9,350
03	Furniture Purchase and Installation*	1	\$333,156	\$333,156
			Total	\$347,606

End of Attachment 1

*This is a not-to-exceed amount. The final amount paid will be dependent on final City elected options.

EXHIBIT C
GENERAL PROVISIONS

I. **Standard Requirements**

- A. **Assignment and Subcontracting.** To assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
- B. **Compliance with Law.** CONTRACTOR shall forthwith undertake and complete the Services in accordance with Exhibit "A" attached to this Agreement and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines all to the reasonable satisfaction of CITY.
- C. **Confidentiality.** Any and all information and data provided to CONTRACTOR pursuant to this Agreement shall be forever maintained as confidential by CONTRACTOR, to the maximum extent permitted by law.
- D. **Standard of Care.** CONTRACTOR shall provide exceptional Standard of Care while fulfilling the terms of this Agreement, is performing as a representative of CITY. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.
- E. **Hires.** CONTRACTOR shall, at CONTRACTOR's sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.
- F. **Independent Contractor.** CONTRACTOR is retained by CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. CONTRACTOR shall be free to dispose of all portions of CONTRACTOR's time and activities which CONTRACTOR is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONTRACTOR sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and

hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

- G. **Information and Assistance.** CITY will provide information and assistance as set forth in Exhibit "A" hereto; photographically reproducible copies of maps and other information, if available, which CONTRACTOR considers necessary in order to complete the Project. Such information as is generally available from CITY files applicable to the Project. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR's responsibility to make all initial contact with respect to the gathering of such information.
- H. **Governing Law .**This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.
- I. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.
- J. **Precedence of Documents.** In the event of any inconsistency or conflict between the Agreement and any of the Exhibits or any other attachments, the Agreement, then this Exhibit C, then the remaining Exhibits and attachments shall govern.
- K. **Termination.** This Agreement may be terminated by CITY for any or no reason upon the giving of a written notice of termination to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, and provided CONTRACTOR is not then in breach, CONTRACTOR shall be paid on a pro-rata basis with respect to the percentage of the Services satisfactorily completed or goods satisfactorily provided as of the date of termination. In no event, however, shall CONTRACTOR receive more than the Contract Amount. CONTRACTOR shall provide to CITY any and all Work Product including all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

End of Exhibit C

EXHIBIT D
INDEMNITY AND INSURANCE REQUIREMENTS

I. Indemnity Requirements

A. Indemnity for Professional Services.

To the fullest extent permitted by law, the CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of CONTRACTOR, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for that CONTRACTOR shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

B. Indemnity for Design Professional Services.

To the fullest extent permitted by law, the CONTRACTOR shall, at its sole cost and expense, indemnify and hold harmless City, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of the CONTRACTOR, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that the CONTRACTOR shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c). Notwithstanding the foregoing and as required by Civil Code § 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to CONTRACTOR exceed CONTRACTOR's proportionate percentage of fault.

C. Other Indemnities.

Other than in the performance of professional services, and to the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

- D. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement.

II. Insurance Requirements

A. General

1. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
2. Without limiting the Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the Term of this Agreement, the following policies of insurance.
3. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.
4. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

B. Coverages

1. Commercial General Liability (CGL)

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

2. Products-Completed Operations (PCO)

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

3. Automobile Liability Insurance (ALI)

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

4. Workers' Compensation (WC)

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

5. Professional Liability Insurance (PL)

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

C. Endorsements

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

1. Commercial General Liability & Contractors Pollution Liability

a) Additional Insured

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

b) Primary Insurance

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

2. Auto Liability

a) Additional Insured

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

b) Primary Insurance

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

3. Workers' Compensation

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

D. Insurance Obligations of Contractor

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

E. Notice of Cancellation

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

F. Waiver of Subrogation

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

G. Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

H. Deductible or Self-Insured Retention

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

I. Contractual Liability

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

J. Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Contract.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

K. Acceptability of Insurers

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

L. Claims Made Policies

If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with City and an extended reporting period shall be provided for a period of at least ☐ 2 years ☒ 3 years ☐ 5 years ☐ 10 years from termination or expiration of this Contract.

M. Insurance for Subcontractors

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

End of Exhibit D

EXHIBIT E
LABOR CODE REQUIREMENTS

I. Prevailing Wage Requirements

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

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

- B. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, CONTRACTOR and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.
- C. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Contract, and the CONTRACTOR and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.
- The CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.
- D. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of

perjury, as specified in Section 1776. CONTRACTOR and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The CONTRACTOR is responsible for compliance with Section 1776 by itself and all of its subcontractors(.

- E. For every subcontractor who will perform work on the project, CONTRACTOR shall be responsible for such subcontractors' compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and CONTRACTOR shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of a failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure.
- F. CONTRACTOR truthfully represents that at the time CONTRACTOR submitted its bid or proposal for this Project, and thereafter, CONTRACTOR possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the bid documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of CONTRACTOR to practice its trade(s) and complete the Project. CONTRACTOR agrees to not be debarred at any time through the duration of this Agreement. CONTRACTOR has investigated and represents and will ensure that all subcontractors possessed and now possesses a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time the CONTRACTOR's bid was submitted. All licenses must comply with California Business and Professions Code Section 7057 regarding a general building contractor. CONTRACTOR and all subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.
- G. 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 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lake Insurance Agency 653 South B Street, Suite 200 Lic #0747473 Tustin CA 92780		CONTACT NAME: Wendy Neria PHONE (A/C, No, Ext): (714) 263-3600 E-MAIL: wendy@lakeins.com ADDRESS:		FAX (A/C, No): (714) 838-7568
INSURED PeopleSpace, Inc., Interior Office Solutions, Inc. DBA: PeopleSpace, IOS 17800 Mitchell N Irvine CA 92614		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: West American Insurance Company		44393
		INSURER B: Ohio Security Insurance Company		24082
		INSURER C: American Fire and Casualty Company		24066
		INSURER D: Lloyd's of London		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 19-20 Rvsd Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Incl. Contractual Liab	X	Y	BKW56745745	3/20/2019	3/20/2020	MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	X	Y	BAS56745745	3/20/2019	3/20/2020	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 9,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 9,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USA56745745	3/20/2019	3/20/2020	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	(Incl. WA Stop Gap - Employers Liability)	3/20/2019	3/20/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				XWS56745745			E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions						Each Claim Limit: \$2,000,000
	Retention: \$10,000			ANE407859419	6/6/2019	3/20/2020	Aggregate Limit: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Named Insured as on file with the insurance carrier. City of Brea, a California Municipal Corporation, City, its elected officials, officers, employees, volunteers, boards, agents and representatives as Additional Insured(s) under General Liability, Primary and Non-contributory Wording and Waiver of Subrogation apply per form CG8810 0413 and per form CG8583 0413 (Comp Ops). Auto Liability as Additional Insured(s), Primary and Non-contributory Wording and Waiver of Subrogation apply, per form CA8810 0113. Waiver of Subrogation for Work Comp applies, per form WC990679 0113. 30-Day Notice of Cancellation applies, per form CG0224 1093. As required, per written contract with the Named Insured.*Certificate of Insurance Revises & Supersedes Previously Issued Certificates.*

CERTIFICATE HOLDER

CANCELLATION

City of Brea, a California Municipal Corp 1 Civic Center Circle Brea, CA 92821	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Holmes, ARM/WENDY

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. **Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs (3), (4) and (6) of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition 4. **Other Insurance**, Paragraph b. **Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
 - a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b) The construction, erection, or removal of elevators; or
 - c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

- C. With respect to the insurance afforded by this endorsement, exclusion **I. Damage To Your Work** of Paragraph **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

I. Damage To Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section II – Limits of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declaration.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded by this endorsement, **Section IV – Commercial General Liability Conditions** is amended as follows:

1. The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claims Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an “occurrence” or an offense that may result in a claim or “suit” under this insurance to us;
- b. Tender the defense and indemnity of any claim or “suit” to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a “suit” by the additional insured.

2. Paragraph **4. of Section IV – Commercial General Liability Conditions** is amended as follows:

- a. The following is added to Paragraph **a. Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS**, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
- CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement is \$

Schedule**Person or Organization**

Any person or organization as required by written contract.

Job Description

All locations as per written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/20/2019

Endorsement No.

Policy Effective 03/20/2019

Premium

State

Policy No. XWS56745745

Insured PeopleSpace, Inc.; Interior Office Solutions, Inc.

Insurance Company Ohio Security Insurance Company

Countersigned by _____

WC 99 06 79

(Ed. 01-13)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.



Empower Results®

July 11, 2019

Nate Brooks
PEOPLESPLACE
17800 Mitchell North
Irvine, CA 92614

RE: CITY OF BREA
Bond #: 82521464
Project: Design, Furnish, and Install Furniture for the 3rd Floor of the Brea Civic Center: Contract
#2019042602
Contract Amount: \$ 347,606.00

Dear Nate:

Enclosed please find the above captioned bond(s) executed per your request.

The bond(s) must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. Bond executed in 1 counterpart.

It is your responsibility to carefully review the bond(s) prior to execution to verify they have been presented on the correct form with the appropriate names(s), bond amounts and dates, and to ensure the bond(s) conform with your needs and instructions to us and provide the appropriate terms to all parties. Any discrepancies, deficiencies or modifications must immediately be brought to our attention, in writing. Failing such advice to us, you understand we will have no liability for any deficiencies or discrepancies in or required modifications to the bond(s).

By affixing your signature, executing and providing this bond(s) to the obligee you are verifying and, we will justifiably assume, the bond(s) has been issued correctly with the best interests and requirements of all parties being properly considered.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christina Sandoval".

Christina Sandoval
Record #: 2717621

Aon Risk Services Central, Inc.

200 E. Randolph, 12th Floor, Chicago, IL 60601 • tel: (312) 381-1000 • fax: (312) 381-0276

MAINTENANCE BOND

Bond No. 82521464

KNOW ALL MEN BY THESE PRESENTS:

That PEOPLESPLACE, as Principal, and
FEDERAL INSURANCE COMPANY, as Surety, are held and firmly bound unto
CITY OF BREA, as Oblige, in the full and just sum
of Three Hundred Forty Seven Thousand Six Hundred Six and 00/100 Dollars (\$347,606.00), for the
payment of which sum, will and truly be made, the Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, The Principal has entered into a written contract dated 7/2/2019 with the
Obligee for Design, Furnish, and Install Furniture for the 3rd Floor of the Brea Civic Center: Contract #2019042602

_____, and

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
1 year after approval of the final estimate on said job, by the owner, against all defects in
workmanship and materials which may become apparent during said period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify
the Oblige for all loss that the Oblige may sustain by reason of any defective materials and workmanship which
becomes apparent during the aforesaid period, then this obligation shall be void; otherwise to remain in full force
and effect.

Signed, sealed and dated 7/11/2019

(Witness)

PEOPLESPLACE
(Principal) (Seal)

By _____
(Title)

FEDERAL INSURANCE COMPANY
(Surety)

Bond No. 82521464

By Christina L. Sandoval
Christina L. Sandoval Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Illinois

County of Cook

On July 11, 2019 before me, Jean Torres, Notary Public, personally appeared Christina L. Sandoval 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

Jean Torres
Signature of Notary Public



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Jessica B. Dempsey, Debra J. Doyle, Derek J. Elston, Jennifer L. Jakaitis, James B. McTaggart, Judith A. Lucky-Eftimov, Ann Mullins, Sandra M. Nowak, Diane M. O'Leary, Christina L. Sandoval, Bartlomiej Siepierski, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **14th** day of **August, 2018**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **14th** day of **August, 2018**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318865
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

July 11, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Performance and Payment Bond

Bond No.82521464

Amount \$ 173,803.00

Know All Men By These Presents,

That we, PEOPLESPLACE
17800 Mitchell North, Irvine, CA, 92614

(hereinafter called the Principal),

as Principal, and the FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

CITY OF BREA
1 Civic Center Circle, Brea, CA 92821

(hereinafter called the Obligee),

in the sum of One Hundred Seventy Three Thousand Eight Hundred Three and 00/100 Dollars
(\$ 173,803.00), for the payment of which we, the said Principal and said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated July 2, 2019
for Design, Furnish, and Install Furniture for the 3rd Floor of the Brea Civic Center: Contract #2019042602

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof
as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified and shall pay all lawful claims of sub-contractors, materialmen or laborers for labor performed or materials furnished directly to the Principal, in the performance of said Contract, we agreeing and assenting that this bond shall be for the benefit of the Obligee, any sub-contractor, materialmen or laborer having a just claim, subject to the Obligee's priority, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated, subject, however, to the following conditions:

No suit or action shall be commenced hereunder by any claimant supplying labor or material on the Project:

a) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

Any suit under this bond by the Obligee must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

Sealed with our seals and dated this 11th day of July, 2019

PEOPLESPLACE

Principal

By: _____

Federal Insurance Company

By: Christina L. Sandoval
Christina L. Sandoval, Attorney In Fact

Chubb. Insured.™

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Illinois

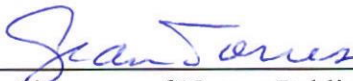
County of Cook

On July 11, 2019 before me, Jean Torres, Notary Public, personally appeared Christina L. Sandoval 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





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents. That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Jessica B. Dempsey, Debra J. Doyle, Derek J. Elston, Jennifer L. Jakaitis, James B. McTaggart, Judith A. Lucky-Eftimov, Ann Mullins, Sandra M. Nowak, Diane M. O'Leary, Christina L. Sandoval, Bartlomiej Siepierski, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **14th** day of **August, 2018**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **14th** day of **August, 2018**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318865
Commission Expires July 16, 2019

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

July 11, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 09/13/2022

SUBJECT: Approve an Extension to the Professional Services Agreement for Investment Advisory Services with Chandler Asset Management

RECOMMENDATION

City staff recommends the Finance Committee to approve an extension with Chandler Asset Management to perform investment advisory services through December 31, 2023. In addition, authorize the City Manager to execute the contract amendment.

BACKGROUND/DISCUSSION

On October 7, 2014, the City Council awarded a contract to Chandler Asset Management to provide investment advisory services to manage the investment of the City's and the Successor Agency to the Brea Redevelopment Agency's ("Agency") operating, capital and reserve accounts. As of July 31, 2022, the City's current investment portfolio for the City and Agency is approximately \$95.8 million in operating and capital funds (non-pension funds). This excludes short-term investments through the Local Agency Investment Fund (LAIF) as these funds are currently managed by staff.

The initial term of the agreement was for a period of five (5) years with an option to automatically renew for three (3) successive one (1) year terms. This request will amend the agreement to extend the term from October 7, 2022 through December 31, 2023. This will provide staff with the opportunity to evaluate issuing a formal Request for Proposal (RFP) for future investment advisory services as well as ensure the City is receiving the best service at the best rate.

During the term of this agreement, Chandler Asset Management has maintained an excellent relationship with past and present Investment Advisory Committee (IAC) members as well as staff. Thus, staff feels comfortable extending the term of the agreement while continuing the high level of service from Chandler Asset Management during the amended contract term.

SUMMARY/FISCAL IMPACT

The investment advisory fee schedule remains unchanged from the original agreement. For reference, investment advisory fees for Fiscal Year 2021-22 were approximately \$75,730 and are paid from cash investments.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Kristin Griffith, Administrative Services Director

Attachments

Agreement with Chandler Asset Management - Investment Advisory Services

Amendment No. 1 - Investment Advisory Services

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BREA AND
CHANDLER ASSET MANAGEMENT TO PERFORM
INVESTMENT ADVISORY SERVICES**

This Agreement is made and entered into this 7th day of October, 2014, between the City of Brea, a municipal corporation (hereinafter referred to as "CITY") and Chandler Asset Management (hereinafter referred to as "CONSULTANT").

I. Recitals

- A. CITY desires to retain CONSULTANT to perform the following investment advisory services, although not all-inclusive:
- Assist the City with maturity analysis;
 - Provide credit analysis of investment instruments in portfolio;
 - Provide, upon request, credit research/analyst originated by Investment Banks, rating agencies, and other third party entities on individual investments, e.g. ABS, Agencies, U.S. Corporates, Fixed Income, etc.;
 - Provide monthly/quarterly reporting on all government entity funds;
 - Attend quarterly meeting with City staff and Investment Advisory Committee (IAC);
 - Evaluate market risk and develop strategies that minimize the impact on the portfolio;
 - Provide assurance of portfolio compliance with applicable polices and laws and the City's Investment Policy;
 - Establish an appropriate performance benchmark;
 - Indicate full understanding of Investment Policy;
 - Ensure portfolio structure matches City objectives; and
 - Provide an annual investment update to City Council.
- B. CONSULTANT represents that CONSULTANT is qualified to perform such services and is willing to perform such investment advisory services.

II. Agreement

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

- A. Scope of Services: CONSULTANT perform those services described in Recital I.A., above, and abide by the Investment Management Relationship described hereto as Exhibit "A" incorporated by reference herein ("the Services"). In the event of any inconsistency between the provisions of this Agreement and any Exhibit hereto, the provisions of the Agreement, then the Request for Proposal, shall govern.
- B. Term: The term of this Agreement shall commence upon the execution of this Agreement and shall continue for five years. This Agreement will automatically renew for successive three one- year terms, unless terminated pursuant to the terms hereof.
- C. CONSULTANT agrees as follows:
 - 1. Upon receiving specific instructions from the CITY to proceed, CONSULTANT shall forthwith commence performance hereunder in accordance with the Scope of Services attached hereto, and with all Federal, State, and City statutes, regulations, ordinances, and guidelines, all to the reasonable satisfaction of CITY.
 - 2. CONSULTANT shall supply copies of all required reports, writings, photographs and/or documents (hereinafter collectively referred to as "documents") including any supplemental documents to CITY, necessary for CONSULTANT to perform the Services, or as otherwise specifically required hereunder. Copies of the documents shall be in such numbers as are required by CITY. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall

receive revised documents in such form and in the quantities determined necessary by CITY.

3. CONSULTANT shall, at CONSULTANT'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no sub-consultant shall be retained by CONSULTANT except upon the prior written approval of CITY.
4. CONSULTANT, while fulfilling the terms of this Agreement, is performing as a representative of CITY and shall provide exceptional Customer Care. Any negative contact with staff, residents/citizens, businesses, visitors or other consultants shall be reported by CONSULTANT immediately to CITY. CONSULTANT's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONSULTANT may agree in advance to a single person contact, a representative of either the CITY or CONSULTANT, for the investigation and response to complaints.

D. CITY agrees as follows:

1. To pay CONSULTANT an amount calculated on the average market value of the CITY's portfolio, including accrued interest, in accordance with the following schedule:

<u>Assets Under Management</u>	<u>Annual Asset Management Fee</u>
First \$25 million	0.10 of 1% (10 basis points)
Next \$25 million	0.08 of 1% (8 basis points)
Assets in excess of \$50 million	0.07 of 1% (7 basis points)

This sum shall cover the cost of all staff time and all other direct and indirect costs and fees, including the work of employees, consultant and sub-consultants to CONSULTANT. The fees expressed above do not include any custody fees that may be charged by CITY's bank or third party custodian. Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. CITY is not required to pay any start-up or closing fees; there are no penalty fees. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

2. Unless otherwise agreed upon, payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks
3. Additional services: Payments for additional services requested, in writing, by CITY shall be paid on a reimbursement basis in accordance with any agreed upon fee schedule established for CONSULTANT's services. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

E. CITY agrees to provide to CONSULTANT:

1. Information and assistance as needed to enable CONSULTANT to perform the Services. However, any and all information and data provided to CONSULTANT pursuant to this Agreement shall be forever maintained as confidential by CONSULTANT, to the maximum extent permitted by law.
2. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be

CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

- F. Ownership of Documents: All documents and writings, whether in paper, electronic or any other form, prepared by CONSULTANT pursuant to this Agreement, shall be considered works made for hire and, together with all intellectual property rights arising therefrom, shall be deemed to be the property of CITY. CONSULTANT hereby assigns to CITY any and all intellectual property rights to such documents and writings not otherwise conveyed by this subsection E. CONSULTANT shall not make and retain for its own use, copies of any documents or writings prepared pursuant to this Agreement, without CITY's prior written consent.
- G. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least thirty (30) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, and provided CONSULTANT is not then in breach, CONSULTANT shall be compensated at CONSULTANT's applicable hourly rates on a pro-rata basis with respect to the percentage of the Services completed as of the date of termination. CONSULTANT shall provide to CITY any and all documents and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause. Termination or expiration of this Agreement does not release CONSULTANT from any and all claims, damages or other liability incurred prior to termination or expiration.
- H. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this subsection G. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CONSULTANT:

Martin Cassell, CFA
 CEO
 Chandler Asset Management
 6225 Lusk Boulevard
 San Diego, CA 92121

CITY:

William Gallardo
 Assistant City Manager/
 Administrative Services Director
 City of Brea
 1 Civic Center Circle
 Brea, CA 92821

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

I. Indemnity:

1. CONSULTANT and CITY agree that CITY, its elected officials, officers employees, agents and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONSULTANT in performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY.
2. Other than in the performance of professional services, and to the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold CITY, its elected officials, officers, employees, agents and volunteers free and harmless from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees and experts costs incurred by CITY, court costs, interest, defense costs including expert witness fees and any other costs or

expenses of any kind whatsoever without restriction or limitation incurred in, arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in CONSULTANT's performance of this Agreement.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold free and harmless the CITY and CITY's elected officials, officers, employees, agents and volunteers from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, expert witness fees, and costs, arising out of or related to negligence of CONSULTANT, or any of CONSULTANT's officers, agents, employees or contractors, in the performance of professional services pursuant to this Agreement. All obligations under this provision are to be paid by CONSULTANT as they are incurred by the CITY.

3. Any tort claims filed against the CITY related to CONSULTANT's performance of this Agreement and subsequently tendered to CONSULTANT shall be promptly investigated, and the resolution of such claims shall be promptly reported to the CITY.
4. The obligations of CONSULTANT under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY, its employees, agents and officials.
5. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every sub-consultant, sub-tier consultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance or subject matter of this Agreement. Notwithstanding the foregoing, CONSULTANT agrees to be fully and primarily responsible for all claims and liabilities arising out of the acts or omissions of any of its consultants and sub-tier consultants in the performance of this Agreement.

6. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns or heirs of CONSULTANT and shall survive the termination of this Agreement.
- J. Insurance: Throughout the term of this Agreement, CONSULTANT agrees to provide and maintain insurance as set forth in Exhibit "B" attached hereto and incorporated herein by reference.
- K. Assignment: No assignment of all or any part of this Agreement, and no subcontract to perform any obligation hereunder, shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.
- L. Independent Contractor: The parties hereto agree that CONSULTANT, including CONSULTANT's employees, officers and agents, is an independent contractor under this Agreement and none of the same shall be construed for any purpose to be employees of CITY.
- M. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any litigation arising out of this Agreement shall be the Superior Court of the County of Orange.
- N. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.
- O. Entire Agreement: This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the

subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

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

CONSULTANT



Martin Cassell, CFA
Chandler Asset Management, Inc.

CITY

Mayor

ATTEST:

City Clerk

**EXHIBIT A
INVESTMENT MANAGEMENT RELATIONSHIP**

1. Client Representative. In its capacity as investment manager, CONSULTANT shall receive all instructions, directions and other communications on CITY's behalf respecting CITY's account from the Administrative Services Director or his designee (Representative). CONSULTANT is hereby authorized to rely and act upon all such instructions, directions and communications from such Representative or any agent of such Representative.
2. Investment Policy. In investing and reinvesting CITY's assets, CONSULTANT shall comply with CITY's Investment Policy, which is attached hereto as Exhibit C.
3. Authority of CONSULTANT. CONSULTANT is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to the instructions given or guidelines set by Representative.
4. Electronic Delivery. From time to time, CONSULTANT may be required to deliver certain documents to CITY such as account information, notices and required disclosures. CITY hereby consents to CONSULTANT's use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and CITY agrees that such notification will constitute "delivery". CITY further agrees to provide CONSULTANT with CITY's email address(s) and to keep this information current at all times by promptly notifying CONSULTANT of any change in email address(s).

Email address(s): treasury@cityofbrea.net

5. Proxy Voting. CONSULTANT will vote proxies on behalf of CITY unless otherwise instructed. CONSULTANT has adopted and implemented written policies and procedures and will provide CITY with a description of the proxy voting procedures upon request. CONSULTANT will provide information regarding how CITY'S proxies were voted upon request. To request proxy policies or other information, please contact CONSULTANT by mail at the address provided, by calling 800-317-4747 or by emailing request to info@chandlerasset.com.
6. Custody of Securities and Funds. CONSULTANT shall not have custody or possession of the funds or securities that CITY has placed under its management. CITY shall appoint a custodian to take and have possession of its assets. CITY recognizes the importance of comparing statements

received from the appointed custodian to statements received from CONSULTANT. CITY recognizes that the fees expressed above do not include fees CITY will incur for custodial services.

7. Valuation. CONSULTANT will value securities held in portfolios managed by CONSULTANT no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by CONSULTANT to reflect fair market value.
8. Investment Advice. CITY recognizes that the opinions, recommendations and actions of CONSULTANT will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that CONSULTANT acts in good faith, CITY agrees that CONSULTANT will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.
9. Payment of Commissions. CONSULTANT may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of CONSULTANT to strive for the best price and execution and for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that CONSULTANT may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that CONSULTANT makes no warranty or representation regarding commissions paid on transactions hereunder.
10. Other Clients. It is further understood that CONSULTANT may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for CITY's portfolio may differ from those made or recommended with respect to other accounts and clients even though the investment objectives may be the same or similar. Accordingly, it is agreed that CONSULTANT will have no obligation to purchase or sell for CITY's account any securities which it may purchase or sell for other clients.
11. Confidential Relationship. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for CONSULTANT to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.

12. No Assignment& Amendments. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement may be amended at any time by mutual agreement in writing.
13. Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
14. Receipt of Brochure and Privacy Policy. CITY has received the disclosure statement or "brochure" and "brochure supplement" also known as Part 2A and Part 2B of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). CITY has received a copy of CONSULTANT's Privacy Policy.

**EXHIBIT B
INSURANCE REQUIREMENTS**

1. If CONSULTANT uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONSULTANT agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONSULTANT and maintained for the benefit of CITY throughout the term of this Agreement, in accordance with the requirements set forth herein:

A. Commercial General Liability. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000) per occurrence for all coverage and three million dollars (\$3,000,000) general aggregate, if an aggregate policy is used.

B. Auto Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than one million dollars (\$1,000,000) per accident. Starting and ending dates shall be concurrent. If CONSULTANT owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

C. Professional Errors and Omissions. Errors and omissions coverage providing protection of at least One-Million Dollars (\$1,000,000.00) per occurrence for professional errors and/or omissions of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of Section 2, below.

D. Fidelity Coverage. Unless waived by the CITY in writing, CONSULTANT shall provide fidelity coverage, in the form of a blanket fidelity bond or policy acceptable to CITY, protecting against loss due to theft, embezzlement, fraud, and other financial crimes, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence.

E. CITY and its elected officials, officers, agents and employees shall be named as additional insureds on the CGL and Auto liability policies, using ISO additional insured endorsement form CG 20 10 11 85 (in no event will CITY accept an endorsement form with an edition date later than 1990).

F. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to CITY or any employee or agent of CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. If an Umbrella Policy is used, it shall (i) provide coverage in excess of the primary coverage that is at least as broad as specified for the CGL and Auto liability policies; and (ii) apply to the CGL and Auto policies; and (iii) cover bodily injury/property damage, personal injury/advertising injury, at a minimum; and (iv) include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy.

G. Coverage shall be in the following form as to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall

be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

H. Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the CITY, its officers, agents or employees.

2. Additional insurance requirements:

A. This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

B. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

C. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of each insurance coverage.

D. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on

coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

E. For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

F. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONSULTANT, and CONSULTANT's agents, officers or employees from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

G. Unless otherwise approved by CITY, CONSULTANT's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A: VII."

H. In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT. Upon CONSULTANT's failure to make such reimbursement within 30

days of written demand, CITY may deduct that sum from any monies due CONSULTANT hereunder or otherwise.

I. CONSULTANT agrees to provide evidence of the insurance required herein, satisfactory to CITY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONSULTANT's commercial general and auto liability (and umbrella liability policy if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONSULTANT agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regarding to any notice provisions. CONSULTANT agrees to provide complete copies of policies to CITY upon request.

J. CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverage.

K. Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

L. CONSULTANT agrees to require all subcontractors, sub-consultants or other parties hired for this project to provide

general liability insurance naming as additional insureds all parties to this Agreement. CONSULTANT agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONSULTANT agrees to require that no contract used by any sub-consultant, or contracts CONSULTANT enters into on behalf of CITY, will reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT agrees that upon request, all agreements with sub-consultants or others with whom CONSULTANT contracts on behalf of CITY will be submitted to CITY for review. Failure of CITY to request copies of such agreement will not impose any liability on CITY, its officers, agents, or employees.

M. If CONSULTANT is a Limited Liability Company (LLC), general liability coverage must be amended so that the LLC and its managers, affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

N. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY as a defendant. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

EXHIBIT C

**City Of Brea / Successor Agency to the Brea Redevelopment Agency
(FINAL)
STATEMENT OF INVESTMENT POLICY
January 21, 2014**

Purpose

This statement is intended to provide a guideline for the prudent investment of funds and to outline the policies for maximizing the efficiency of the City of Brea and Successor Agency to the Brea Redevelopment Agency ("City") cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled funds. This investment policy has been prepared so as to be in conformance with all pertinent existing laws of the State of California for General Law cities.

Objective

The cash management system of the City is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain a market rate of return without incurring undue risk to principal. The objectives of such investments are: 1) preserve capital, 2) maintain financial flexibility/liquidity, and 3) obtain a competitive rate of return on the City's investments.

Scope

This investment policy applies to the decisions and activities of the City with regard to investing the financial assets of all funds, including the following: General Fund, Special Revenue Funds, Assessment Funds, Enterprise Funds, Internal Service Funds, Capital Projects Funds, Debt Service Funds, Reserve Funds, Trust and Agency Funds, and any other funds that may be created from time to time. This policy does not apply retiree health care savings/trust/plan(s) or deferred compensation plans.

Investment Responsibility

Investments decisions of the City funds are the responsibility of the City Treasurer and Administrative Services Director, and shall comply with the Investment Policy of the City. These responsibilities include the authority to open accounts with banks, brokers and dealers and to establish safekeeping accounts or other arrangements for the custody of securities and to execute such documents as may be necessary.

Those authorized to execute transactions for the City include the: 1) City Treasurer, 2) Administrative Services Director, 3) Revenue and Budget Manager, and 4) those specifically deputized by the City Treasurer and Administrative Services Director with said authorization to be filed with the City Clerk. The City Treasurer and Administrative Services Director shall insure that an authorized person is available at all times to execute the City's investments. Investment managers, brokers and dealers are to be provided with a list of specified names of those persons authorized to execute transactions. The City Council may authorize the delegation of a portion of investments to an outside investment manager.

Reporting

The City Treasurer and Administrative Services Director shall be responsible for reporting the status of investments to the City Council, City Manager and Investment Advisory Committee on a monthly basis. Reports are to be submitted to the City Council, City

Manager and Investment Advisory Committee within ten days following the end of the month. These reports shall include the type of investment, institution, face amount, market value, book value, interest rate, date of maturity, compliance to the investment policy, a statement that denotes the ability to meet expenditure requirements for the next six months, and market value for all investments, including source of the market value in accordance with current State law.

On a quarterly basis, a supplemental schedule shall be attached to the monthly report listing the current carrying value and market value of amounts held in bank accounts, cash and investments with fiscal agents.

Prudence

The standard of prudence to be applied by the City Treasurer, Administrative Services Director, Revenue and Budget Manager, and those specifically deputized by the City Treasurer and Administrative Services Director with said authorization to be filed with the City Clerk shall be the "prudent investor" standard, as defined under Government Code Section 53600.3 which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City/Successor Agency to the Brea Redevelopment Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

Ethics and Conflicts of Interest

Officers and employees involved in the City investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. City employees and investment officials shall disclose any material financial interests in financial institutions that conduct business within the City, and they shall further disclose any personal financial/investment positions that could be related to the performance of the City's portfolio. City employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

Investment Instruments

Funds of the City may be invested in any instrument allowable under current legislation of the State of California (Government Code Section 53600 et sec.) so long as the investment is appropriate and consistent with this Investment Policy taking into consideration the City's investment objectives. Investment instruments may include:

- U.S. Treasury Obligations (Bills, Notes and Bonds)
- U.S. Government Agency Securities and Instrumentality's of Government Sponsored Corporations, including a maximum of 5% in callable bonds issued by such agencies
- Banker's Acceptances
- Commercial Paper
- Repurchase Agreements (requires a master repurchase agreement to be signed and

- on file with the bank or broker/dealer)
- Certificates of Deposit
- Negotiable Certificates of Deposit
- Passbook Savings Accounts
- Interest Bearing Checking Accounts
- Medium Term Corporate Notes
- Bank Money Market Accounts
- Local Agency Investment Fund (State Pool)
- County of Orange Investment Fund (County Pool)
- Other investments that are, or may become, legal investments through the State of California Government Code.
- Water rights/preferred stock/common stock of a private mutual water company

Provisions of Government Code Section 53601 shall be adhered to at all times. This includes, but is not limited to, the following restrictions:

- Bankers Acceptances cannot exceed 40% of the portfolio nor exceed 180 days;
- Commercial Paper cannot exceed 25% of the portfolio. Commercial Paper must be rated P-1 (Moody's), A-1 (Standard & Poor's) and cannot exceed 270 days;
- Money Market Funds cannot exceed 20% of the portfolio;
- Medium Term Corporate Notes cannot exceed 30% of the portfolio and must carry a minimum A rating;
- Pass-through securities including Collateralized Mortgage Obligations cannot exceed 20% of the portfolio.
 - Collateralized Mortgage Obligations must pass the Federal Financial Institution Examination Council (FFIEC) liquidity test to be an eligible investment for the City
 - Asset Backed Securities are limited to a maximum of 5% of the portfolio at time of purchase
 - Maximum maturity of 5 years
 - Asset Backed Security must be rated AA or higher
 - Underlying issuer rating must meet the requirements of code (i.e. A3 or A- minimum)
- Additionally, the City will use the guidelines established by the joint committee of the California Municipal Treasurers Association and the California Society of Municipal Finance Officers as the basis for investing in government investment pools.

For purposes of complying with legal investment limitations, the percentage references pertaining to the above refers to the maturity value of the portfolio at the time of purchase.

Prohibited Investments

The City shall not invest any funds in derivatives, inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages. The City shall not invest any funds in any security that could result in a zero interest accrual if held to maturity.

Collateralization

Collateralization shall be required on two types of investments: Certificates of deposit and repurchase (and reverse repurchase) agreements. A collateral agreement must be current and on file before any funds can be transferred for collateralized certificates of deposit.

Collateral shall be held by an independent third party with whom the City has a current written custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted in accordance with the following requirements:

- A. **Certificates of Deposit**
 - a. Government securities used as collateral require one hundred and ten (110) percent of market value to the face amount of the deposit
 - b. Promissory notes secured by first trust deeds used as collateral require one hundred and fifty (150) percent of market value to the face amount of the deposit
 - c. Irrevocable letters of Credit issued by the Federal Home Loan Bank of San Francisco require one hundred and five (105) percent of market value to the face amount of the deposit
- B. **Repurchase and Reverse Repurchase Agreements**
 - a. Only U.S. Treasury securities or federal agency securities are acceptable collateral. All securities underlying repurchase agreements must be delivered to the City's custodian bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed one hundred and two (102) percent of the total dollar value of the money invested by the City for the term of the investment. For any repurchase agreement with a term of more than one (1) day, the value of the underlying securities must be reviewed on an ongoing basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.
 - b. The City or its trustee shall have perfected first security interest under the Uniform Commercial Code in all securities subject to a repurchase agreement.

Investment Criteria

Criteria for selecting investments and the order of priority are:

- A. **Safety**
The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. The City only operates in those investments that are considered very safe.
- B. **Liquidity**
This refers to the ability to convert an investment into cash at any moment in time with a minimal chance of losing some portion of principal or interest. Liquidity is an important investment quality when there is an occasional need for funds. The potential fluctuations in market value and the expected future availability of reasonable bids in the market are to be important considerations when selecting an investment.
- C. **Yield**
Yield is the potential dollar earnings an investment can provide and sometimes is described as the rate of return.

Diversification

The City will diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, or individual financial institutions. In no case, without prior notification and approval from the City Council, shall the amount invested in one entity at the time of purchase exceed 5% of the total portfolio, with the following exceptions:

- U.S. Federal Government Agency Obligations of one specific entity cannot exceed 25% of the maturity value of the portfolio at the time of purchase.
- U.S. Treasury Obligations (Treasury Bills, Treasury Strips, Bonds, Notes) directly backed by the full faith and credit of the United States for payment of principal and interest shall not be subject to a maximum percentage of the portfolio.
- Approved State and County investment pools together cannot exceed 60% of the maturity value of the portfolio at the time of purchase, and no more than 40% of the maturity value at the time of purchase can be deposited in any one particular pool.

Investment Pools

The City Treasurer, Administrative Services Director and City Council have determined that use of investment pools is a practical investment option. The City will utilize guidelines established by the California Municipal Treasurers Association and California Society of Municipal Finance Officers to ensure the safety of investment pools which includes a thorough investigation of the pool/fund prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

Maturity Limitations

Every investment instrument purchased must have a term remaining to maturity of less than five years, unless the investment is for the Senior Low Cost Housing Subsidy Program, bond proceeds for the Reserve Fund, funded/capitalized interest fund; or the City Council has granted express authority to make that investment, either specifically or as part of an investment program approved by the City Council no more than three months prior to the investment. When possible, a minimum of 25% of the portfolio should be in maturities of one year or less.

Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis which ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities shall be held by a third-party custodian designated by the City and evidenced by safekeeping receipts with a written custodial agreement. The only exception to the foregoing shall be depository accounts and securities purchases made with: LAIF, direct time certificates of deposit and money market mutual funds, since the purchased securities are not deliverable. Settlement instructions sent to the safekeeping agent shall require authorization.

Monthly trust statements are reconciled to the Investment Reports by the City's Accountant. The City's Accountant performs reconciliation of the monthly bank statements. The periodic review of the investment portfolio, including investment types, purchase price, market values, maturity dates, and investment yields as well as conformance to the stated investment policy will be performed by the Investment Advisory Committee.

Qualified Broker/Dealers

For those investments managed directly by the City, the City shall maintain a listing of broker/dealers that are approved by the Investment Advisory Committee for investment purposes. All broker/dealers who desire to bid for investment transactions must supply the City with the following information; a completed broker/dealer questionnaire, audited financial statements, proof of National Association of Security Dealers' certification, trading resolution, proof of California registration, and certification of having read the City of Brea's investment policy.

The Investment Advisory Committee will conduct an annual review of the qualified broker/dealers. The decision to add or subtract from the authorized list of broker/dealers will be based on many factors to include, but not limited to, products offered, service levels, references, etc. No single factor will determine the Committee's final decision. A current audited financial statement is required to be on file for each broker/dealer with which the City of Brea invests. The City's authorized brokers/dealers shall provide written confirmation of having read and understood the City's investment policy and that all investments recommended by them will be suitable for the City of Brea.

Monitoring and Adjusting the Portfolio

The City Treasurer and Administrative Services Director will routinely monitor the contents, performance and risk profile of the investment portfolio, the investment alternatives, and the relative values of competing investment instruments and will adjust the portfolio accordingly based on the approved Statement of Investment Policy on a quarterly basis. The City Council shall also bear a responsibility for monitoring the implementation of this policy and the safeguarding of the City's Treasury.

Performance Standards

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer and Administrative Services Director shall monitor and evaluate the portfolio's performance relative to market benchmark, which will be included in the Treasurer's monthly report. The Treasurer and Administrative Services Director shall select an appropriate, readily available index to use as a market benchmark.

Monthly Reporting

Monthly investment reports will be submitted by the Treasurer and Administrative Services Director to the City Council. These reports will disclose, at a minimum, the following information about the characteristics of the City's portfolio:

1. An asset listing showing par value, cost and accurate and complete market value of each security, type of investment, issuer, and interest rate.
2. Monthly transactions for the period.
3. A one-page summary report that shows:
 - a. Average maturity of the portfolio and modified duration of the portfolio;
 - b. Maturity distribution of the portfolio;
 - c. Average portfolio credit quality; and,
 - d. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months, year to date, and since inception compared to the City's market benchmark returns for the same periods;
4. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.
5. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

Bond Funds/Arbitrage

The U.S. Tax Reform Act of 1986 requires the City to perform annual arbitrage calculations and rebate excess earnings from investments of proceeds of bond issues sold after the effective date of this law to the U.S. Treasury. This arbitrage calculation may be contracted with an outside source to provide the necessary technical assistance to comply with this regulation. Funds subject to the 1986 Tax Reform Act will be kept segregated from other funds and records will be kept in a fashion to facilitate the calculations. The City's investment position relative to the new arbitrage restrictions is to continue pursuing the maximum yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and to rebate excess earnings, if necessary.

Review and/or Modification

The City Treasurer and Investment Advisory Committee shall be responsible for reviewing and recommending modifications to the Statement of Investment Policy and submitting it to the City Council for approval on an annual basis. However, the City Treasurer and Administrative Services Director may, at any time, further restrict the investments approved for purchase as deemed appropriate.

Internal Controls

The City Treasurer and Administrative Services Director shall organize the investment

function so that specific responsibility for the performance of duties is assigned with a clear line of authority and reporting. The functions of authorizing, executing and recording transactions, custody of investments and performing reconciliation's will be handled by separate persons to reduce the risk that anyone person is in a position to conceal errors or fraud in the normal course of duty. While no internal control system, however elaborate, can guarantee absolute assurance that the City's assets are safeguarded, it is the intent of the City's internal control system to provide reasonable assurance that management of the investment function meets the City's objectives. These internal controls shall be reviewed annually by the independent auditor who shall review and comment upon the content of this policy, the effectiveness of its implementation and applicable management controls with regard to its implementation and the safeguarding of the City's Treasury funds.

Investment Advisory Committee

An Investment Advisory Committee ("Committee") is established to review and make recommendations on the Investment Policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency and to strengthen the internal control of the management of the City's funds. The following are the duties and responsibilities of the Committee:

A. Purpose

1. To review and make recommendations on investment policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency.
2. To review the City's investments on a periodic basis and to recommend any exceptions and/or changes to the policy, to the City Council for review and approval.

B. Composition of Committee

1. City Treasurer
2. City Council Member (selected by the City Council)
3. Administrative Services Director
4. Revenue and Budget Manager
5. Two (2) Brea Citizens (selected by the City Council with the City Treasurer as subcommittee members)

C. Functions

1. Annually (or as needed)
 - a. To review and approve Statement of Investment Policy
 - b. To review the financial condition and registrations of qualified broker/dealers (Only required when investments are managed by the City)
2. Monthly or Quarterly
 - a. To review the City's investments
 - b. To recommend any modifications to the Investment Policy
 - c. To develop and carry out the ongoing investment strategy in accordance with the Investment Policy
 - d. To provide a status report at a study session of the City Council semi-annually as requested

The function of the Committee is not to inhibit the daily operation of the Administrative

Services Department, but to provide policy guidelines within which to work on a day-to-day basis. By this, it is meant that each individual trade need not be approved by the Committee at the time it is transacted provided that it falls within the scope of the Statement of Investment Policy.

Disclosure

Members of the Committee shall be required to comply with the Fair Political Practices Act reporting requirements (Form 700) on an annual basis and submit filings to the City Clerk's Office.

SEGREGATION OF RESPONSIBILITIES (External)

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	Administrative Services Director Revenue and Budget Manager
Recommend modifications to Investment Policy	City Treasurer Administrative Services Director Revenue and Budget Manager
Review formal Statement of Investment Policy and recommend a Council action	City Treasurer Investment Advisory Committee
Adopt formal Statement of Investment Policy	City Council
Select investments	Outside Investment Manager
Execute investment transactions and fax or email completed trade information to City	Outside Investment Manager
Review transactions for compliance with investment policy	City Treasurer, Administrative Services Director, or Revenue and Budget Manager
Investment verification (match broker confirmation to trade information provided by outside Investment Manager to City investment records)	Administrative Services Director, or Revenue and Budget Manager
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to Administrative Services Director and City Treasurer	City Accountant
Security	Time Certificates of Deposit will be maintained in the City's vault in the care of the City Treasurer and Administrative Services Director. All other investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third party custodian as designated by the City Treasurer or Administrative Services Director.

SEGREGATION OF RESPONSIBILITIES
(Internal)

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	City Treasurer Administrative Services Director Revenue and Budget Manager
Recommend modifications to Statement of Investment Policy	City Treasurer Administrative Services Director Revenue and Budget Manager Investment Advisory Committee
Review formal Statement of Investment Policy and recommend City Council action	Investment Advisory Committee
Annually review and adopt a formal Statement of Investment Policy	City Council
Select investments	Administrative Services Director, or Revenue and Budget Manager
Approve transactions	Administrative Services Director
Execute investment transactions	Administrative Services Director
Investment verification (match broker confirmation to City investment records)	Administrative Services Director, or Revenue and Budget Manager
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to the Administrative Services Director	City Accountant
Security	Time Certificates of Deposit will be maintained in the City's vault in the care of the City Treasurer and Administrative Services Director. All other investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third party custodian as designated by the City Treasurer or Administrative Services Director

GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BOOK VALUE: The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or plus accretion of discount.

BROKER: A broker brings buyers and sellers together for a commission.

CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION (CMTA): Is the professional society of active public treasurers of California counties, cities and special districts. It sets ethical standards for the treasury profession in state and local governments in California.

CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS (CSMFO): Is a professional association of state, county and local government finance officers in California. CSMFO is the statewide organization serving all of California municipal finance professionals, an affiliate of the nationwide Government Finance Officers Association (GFOA).

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report of the (*entity*). It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

CORPORATE BOND: A debt security issued by corporation and sold to investors. The backing for the bond is usually the payment ability of the company, which is typically money to be earned from future operations.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (*e.g., U.S. Treasury Bills.*)

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, *e.g.,* S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per entity.

FEDERAL FINANCIAL INSTITUTIONS EXAMINATION COUNCIL (FFIEC): The Council is a formal interagency body empowered to prescribe uniform principles, standards, and report forms for the federal examination of financial institutions by the Board of Governors of the Federal Reserve System (FRB), the Federal Deposit Insurance Corporation (FDIC), the National Credit Union Administration (NCUA), the Office of the Controller of the Currency (OCC) and the Consumer Financial Protection Bureau (CFPB), and to make recommendations to promote uniformity in the supervision of financial institutions.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

INTEREST: The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

INVERSE FLOATER: A bond or other type of debt whose coupon rate has an inverse relationship to a benchmark rate. An inverse floater adjusts its coupon payment as the interest rate changes. This investment is prohibited under in the City's and Successor Agency to the Brea Redevelopment Agency Investment Policy.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PASSBOOK SAVINGS ACCOUNT: A savings account in which deposits and withdrawals are recorded in the depositor's passbook.

PASS-THOUGH SECURITY: A pool of fixed income securities backed by a package of assets (i.e. mortgages) where the holder receives the principal and interest payments.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face value or par value of an investment.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

PRUDENT INVESTOR STANDARD: Is a standard defined under State Government Code Section 53600.3 that states when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic

conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City/Successor Agency to the Brea Redevelopment Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO): A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specified date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to a repo, the purpose of entering into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C)3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**Amendment No. 1
to Professional Services Agreement**

This Amendment No. 1 to the Professional Services Agreement is made and effective October 7, 2022, by and between City of Brea ("CITY") and Chandler Asset Management, ("CONSULTANT").

RECITALS

- i. On or about October 7, 2014, CITY and CONSULTANT entered into an agreement for Professional Services, whereby CONSULTANT agreed to provide Investment Advisory Services to the CITY ("AGREEMENT").
- ii. The initial term of the AGREEMENT was for a period of five years (5) following the effective date of October 7, 2014.
- iii. The AGREEMENT permits the CITY to extend the term automatically for three (3) successive one (1) year terms.
- iv. By way of this Amendment, the CITY and CONSULTANT desire to extend the term through December 31, 2023.
- v. CONSULTANT'S compensation for performing Investment Advisory Services remains unchanged and is based upon the amount calculated on the average market value of the CITY's portfolio, including accrued interest, in accordance with the following schedule:

<u>Assets Under Management</u>	<u>Annual Asset Management Fee</u>
First \$25 million	0.10 of 1% (10 basis points)
Next \$25 million	0.08 of 1% (8 basis points)
Assets in excess of \$50 million	0.07 of 1% (7 basis points)

AGREEMENT

1. Notwithstanding any provision of the AGREEMENT, the term is hereby extended and will expire on December 31, 2023.
2. Except as amended by this Amendment, all other terms and condition of the AGREEMENT remain unaffected and in full force and effect.
4. The parties hereto have executed this Amendment and the undersigned parties represent and warrant that they are authorized to bind their principles to the terms of this AGREEMENT.

SIGNATURES ON FOLLOWING PAGE

CONSULTANT

Business Name: Chandler Asset Management, Inc.

Printed Name: Martin Cassell

Title: CEO

Signature: 

Date: 8/26/2022

CONSULTANT 2nd Signature (if corporation)

Printed Name: Nicole Dragoo

Title: President

Signature: 

Date: 08/25/2022

CITY OF BREA

City of Brea, a California municipal corporation

Printed Name: Bill Gallardo, City Manager

Title: City Manager

Signature: _____

Date: _____

ATTEST (if over \$25,000.00)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: _____

Date: _____